

## **APPENDIX.**

### **NOTIFICATION.**

In exercise of the powers conferred by section 84 of the Real Estate (Regulation and Development) Act, 2016 (Central Act 16 of 2016), the Governor of Tamil Nadu, hereby makes the following rules, namely:-

#### **CHAPTER I. PRELIMINARY.**

**1. Short title and commencement.-** (1) These rules may be called the Tamil Nadu Real Estate (Regulation and Development) Rules, 2017.

(2) It shall come into force on the 22<sup>nd</sup> June 2017

**2. Definitions.-** In these rules, unless the context otherwise requires,-

- (a) “Act” means the Real Estate (Regulation and Development) Act, 2016 (Central Act 16 of 2016);
- (b) “Agreement for Sale” means an agreement for sale and/or construction agreement as prescribed in Annexure ‘A’ to these rules;
- (c) “Association” means the Association referred to in rule 10;
- (d) “authenticated copy” means a self-attested copy of any document required to be provided by any person under these rules;
- (e) “Form” means a form appended to these rules;
- (f) “Government” means the Government of Tamil Nadu;
- (g) “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;
- (h) “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 coming into force of sub-section (1) of section 3 of the Act:-
  - (i) in layout projects i.e., where land is developed into plots, the roads and open spaces gifted to the local body concerned;
  - (ii) the projects in Chennai Metropolitan Area for which application for completion certificate has been filed with Chennai Metropolitan Development Authority subject to furnishing certificate from the architect/licensed surveyor/structural engineer associated with the project to the effect that all the buildings in the projects have been structurally completed i.e. all the columns, beams and slabs have been erected supported with photographs. Chennai Metropolitan Development Authority will issue, completion certificate for those projects in compliance with Completion Certificate norms prescribed. In Completion Certificate filed cases, if the Completion Certificate is rejected by Chennai Metropolitan Development Authority for violation of norms, such projects will be intimated to the Real Estate Regulatory Authority and will be bound for registration with Real Estate Regulatory Authority. The details of all projects where Completion Certificate application has been filed with Chennai Metropolitan Development Authority prior to notification of these rules will be disclosed to the public by publishing the list of all such

projects on the website of Chennai Metropolitan Development Authority and Real Estate Regulatory Authority immediately after notification of these rules.

- (iii) in the case of projects under execution outside Chennai Metropolitan Area, as no provision and procedure has yet been prescribed for issue of completion certificate, if the construction is structurally completed meaning that all the columns, beams and slabs have been erected and certified by the architect or structural engineer/licensed surveyor associated with the project supported with photographs. Such projects shall be intimated to the concerned Local Planning Authority or Regional Deputy Director of the Town and Country Planning Department within 15 days from the date of notification of these rules with a copy marked to the office of the Director of Town and Country Planning. The Director of Town and Country Planning will make public the list of all such projects in his official website, on the 16<sup>th</sup> day of notification of the rules besides publication of the same in the website of Real Estate Regulatory Authority.

- (i) “project land” means any parcel or parcels of land on which the project is developed and constructed by a promoter;
- (j) “Parking” means the parking space(s) as shown in the plans approved by the planning authority;
- (k) “Reserved Car Park” means an enclosed or unenclosed, covered or open area which is sufficient in size to park vehicles and which may be provided in basements and/or stilt and/or podium and/or independent structure built for providing parking spaces and/or parking provided by mechanized parking arrangements and which is not a garage and
- (2) Words and expressions used herein and not defined, but defined in the Act, shall have the same meaning, respectively, assigned to them in the Act.

## **CHAPTER II. REAL ESTATE PROJECT.**

**3. Information and documents to be furnished by the promoter for registration of project.-** (1) The promoter shall furnish the following additional information and documents, along with those specified under the Act, 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 firm/company for the preceding financial year;
- (c) 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;
- (d) 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;
- (e) where the promoter is not the owner of the land on which development is proposed, the details of the consent of the owner of the land along with a copy of 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) latitude and longitude details of the project site to monitor the progress of the work by the Authority;
- (g) copies of the approved plan and approval letter along with the No objection Certificates submitted while obtaining planning permission and building licence;
- (h) parking spaces(s) as shown in the approved plan of the said real estate project;
- (i) detailed design and drawing for Structural Stability, Electrical Wiring, plumbing, Sewage Treatment Plans, etc.;
- (j) such other information and documents, as may be specified by the Authority in its regulations.

(2) The application referred to in sub-section (1) of section 4 of the Act, 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 of the Act.

(3) The promoter shall pay a registration fee at the time of application for registration for a sum calculated at the rate as specified by the Authority, from time to time. The registration fee shall not be levied for the Tamil Nadu Slum Clearance Board developed projects, Affordable Housing projects of the Tamil Nadu Housing Board and Housing projects executed by the Tamil Nadu Police Housing Corporation.

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

(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 of the Act, registration fee as specified in the regulations made by the Authority 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 existing projects.-** (1) On the date of coming into force of sub-section (1) of section 3 of the Act, promoters of all ongoing projects shall within the time specified in the said sub-section, make an application to the Authority in the form and manner provided in rule 3.

**Explanation I.-** Any agreement already entered between the promoter and the allottee before commencement of these rules shall not be affected.

**Explanation II .-** If the project has been conceived to be developed in phases, where the plans for the initial phase are approved by the planning authority prior to the date

of coming into force of sub-section (1) of section 3 of the Act, then for such projects the requirement of obtaining two third consent from existing allottee, under clause (ii) of sub-section (2) of section 14 of the Act is exempted for addition/revision/modification of plans for subsequent phase/s of development, provided the scheme of developing the project in phased manner has been agreed upon by the allottee and promoter in the agreements executed between them;

**Explanation III.-** If the approval from the planning authority is obtained for larger extent of land, but where the development is conceived to be in phases, the promoter shall be permitted to register each phase as an independent project with the Authority. In such case, the requirement of obtaining two third consent from existing allottee under clause (ii) of sub-section (2) of section 14 of the Act is exempted for addition/revision/modification of plans for subsequent phases of development, provided the development in phases has been agreed upon by the allottee and promoter in the agreements executed between them, when there is no reduction in the common area and there is no change in the total built up area of the registered phase/project.

**Explanation IV.-** It is not mandatory to substitute the prescribed form of agreement for sale, construction or any other documents executed by the allottee, in respect of the apartment, plot or building for the on going projects prior to the date of coming into force of sub-section (1) of section 3 of the Act, the same shall be legally valid and enforceable and shall not be construed to limit the rights of the allottee under the Act and the rules and regulations made thereunder.

(2) The promoter shall disclose all project details as required under the Act and the 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 actual area of the plot even if earlier sold on any other basis such as including the cost of Open Space Reservation area and splay area, development charges, etc., which shall not affect the validity of the agreement entered into between the promoter and the allottee to that extent.

**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 of the Act, the land cost shall be the market value of the land including the costs incurred by the promoter towards the stamp duty and the registration fees for acquiring ownership over the land either for freehold or leasehold

(2) For the purposes of sub-clause (D) of clause (l) of sub-section (2) of section 4 of the Act, the construction cost shall be the cost incurred by the promoter, towards the on-site expenditure for the physical development of the project including the cost incurred by way of fees/charges paid towards obtaining necessary statutory clearances including cost of Transfer of Development Rights, premium Floor Space Index charges, Finance Cost for the construction of the project and professional consulting charges.

Explanation: For the purpose of sub-clause (D) of clause (l) of sub-section (2) of section 4 of the Act, the engineer shall certify that the items shown in the cost of construction is matching to the physical condition at the site of the real estate project; the architect shall certify that the physical condition at the site is built as per the sanctioned plan; and chartered accountant shall certify the cost incurred on construction cost and land cost; the chartered accountant shall also certify the proportion of the cost incurred on construction and land cost to the total estimated cost of the project. After completion of the project, the promoter shall be entitled to withdraw the balance amount lying in the separate account subject to obtaining the certificate from the engineer, architect and chartered accountant as mentioned above.

**6. Grant or rejection of registration of the project.-** (1) Upon the registration of a project as per section 5 read with section 3 of the Act, the Authority shall issue a registration certificate with a registration number in Form 'C' to the promoter.

(2) In case of rejection of the application under section 5 of the Act, the Authority shall inform the applicant in Form 'D'.

**7. Extension of registration of the project.-** (1) The registration granted under section 5 of the Act, may be extended as provided under section 6 of the Act, on an application made by the promoter in Form 'E' which shall not be less than three months prior to the date of expiry of the registration granted. The Authority may condone the delay for filing the renewal application after the date of expiry, upon collection of late fee of ten percent of the registration fee as fixed by the Authority.

(2) The application for extension of registration shall be accompanied with a demand draft drawn on any scheduled bank, for an amount as may be specified by regulations

made by the Authority as provided 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 the 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 inform the promoter about the same in Form 'F' and in case of rejection of the application for extension of registration, the Authority shall, after giving an opportunity to the applicant to be heard in the matter as provided in the second proviso to section 6 of the Act, inform the promoter about the same in Form 'D'.

(5) Any sale of an unit in any development project after the lapse of registration period with the Authority and after obtaining the completion certificate from the Competent Authority within the prescribed period as per local laws shall not be treated as offence as prescribed in sub section (2) of section 59 of the Act.

**8. Revocation of registration of the project.-** Upon revocation of registration of a project under section 7, the Authority shall inform the promoter about such revocation in Form 'D'. The details of such revocation of registration shall be released to press periodically and hosted in the website of the Authority.

**9. Agreement for sale and construction agreement.-** (1) For the purpose of sub-section (2) of section 13 of the Act, the agreement for sale of undivided share of land or plot of land and construction agreement for construction of apartment, as the case may be, shall be in the Form in Annexure 'A'.

(2) Any application, 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 and construction agreement for such apartment, plot or building, as the case may be, shall not be construed to limit the rights and interests of the allottee under the agreement for sale or the construction agreement or under the Act or under the rules or regulations made thereunder.

(3) Project relating to construction of apartment, the promoter may convey the undivided share of land including the proportionate share in the common area directly to the respective allottees.

(4) Under the agreement for sale or construction agreement, the promoter is permitted to allocate exclusive right of usage of Reserved Car Park to the allottee and such right of exclusive usage shall form an indivisible part of the apartment and shall be transferable along with the apartment.

**10. Formation of association.-** The association of allottees shall be formed, registered and governed by the provisions contained in the Tamil Nadu Apartment Ownership Act, 1994 (Tamil Nadu Act 7 of 1995), and the applicable rules for the time being in force. The Association shall take over the maintenance of the project including the common areas and amenities provided in the project within 3 months from the date of intimation by the promoter upon completion of the project.

**CHAPTER III.  
REAL ESTATE AGENT.**

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

- (a) brief details of his enterprise including its name, registered address, type of enterprise (proprietorship, societies, partnership, companies, etc.);
- (b) particulars of registration including the bye-laws, or memorandum of association and articles of association, etc. as the case may be;
- (c) photograph of the real estate agent if he 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 residence and business; and
- (f) such other information and documents, as may be specified by the Authority in regulations.

(2) The real estate agent shall pay a registration fee at the time of application for registration by way of a demand draft drawn on any scheduled bank for a sum of rupees twenty-five thousand in case of the applicant being an individual; or a sum of rupees fifty thousand in case of the applicant being anyone other than an individual.

**12. Grant of registration to the real estate agent.-** (1) Upon the registration of a real estate agent, the Authority shall issue a registration certificate with a registration number in Form 'H' to the real estate agent.

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

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

**13. Renewal of registration of real estate agent.-** (1) The registration granted under section 9 of the Act may be renewed as provided in section 6 of the Act, on an application made by the real estate agent in Form 'J' which shall be minimum one month prior to expiry of the registration granted. The Authority may condone the delay for filing the renewal application after the date of expiry upon collection of late fee of Rs.500/- and

Rs.5000/- (10 per cent of renewal fee) in case of individual and other than individual respectively.

(2) The application for renewal of registration shall be accompanied with a demand draft drawn on any scheduled bank, for a sum of rupees five thousand in case of the real estate agent being an individual or rupees fifty thousand in case of the real estate agent being anyone other than an individual.

(3) The real estate agent shall also submit all the updated documents set out in clauses (a) to (g) of rule 11 at the time of application for renewal.

(4) In case of renewal of registration, the Authority shall inform the real estate agent about the same in Form 'K' and in case of rejection of the application for renewal of registration, the Authority shall inform the real estate agent in Form 'I':

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

(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 of five years.

**14. Revocation of registration of real estate agent.-** The Authority may, for the reasons specified under sub-section (7) of section 9 of the Act, 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 'I'.

**15. 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 (Central Act 43 of 1961).

**16. 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.**

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

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



- (i) Profile of the promoter:
  - (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 to be provided. In case of newly incorporated or registered entity, brief details of the parent entity including its name, registered address, type of enterprise (proprietorship, societies, limited liability partnership, partnership, companies, competent authority) to be provided;
  - (b) background of promoter- educational qualification, work experience and in case of a newly incorporated or registered entity work experience of the parent entity.
- (ii) Track record of the promoter:
  - (a) number of years of experience of the promoter or parent entity in real estate construction in the State of Tamil Nadu;
  - (b) number of years of experience of the promoter or parent entity in real estate construction in other states or union territories;
  - (c) number of completed projects and area constructed till date;
  - (d) number of ongoing projects and proposed area to be constructed;
  - (e) details and profile of ongoing and completed projects for the last 5 years as provided in clause (b) of sub-section (2) of section 4 of the Act.
- (iii) Litigations: Details of litigations on the land;
- (iv) Website:
  - (a) web link to the developer or group website;
  - (b) web link to the project website.
- (b) Details of the real estate project including the following:
  - (i) Compliance and registration:
    - (A) authenticated copy of the approvals received from the competent authorities as provided under clause (c) of sub-section (2) of section 4 of the Act;
    - (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 of the Act;
    - (C) details of the registration granted by the Authority.
  - (ii) Apartment and parking 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 of the Act;

- (B) details of the number and areas of covered parking for sale in the project as provided under clause (i) of sub-section (2) of section 4 of the Act;
  - (C) details of the number of open parking areas available in the real estate project.
- (iii) Registered Agents: Names and addresses of real estate agents as provided under clause (j) of sub-section (2) of section 4 of the Act.
- (iv) Consultants: Details, including name and addresses of contractors, architect and structural engineers, site engineers, construction engineers, Quality Auditors, Geo-Technical Engineers, Town Planners, project management consultant, if any, and other persons concerned with the development of the real estate project as provided under clause (k) of sub-section (2) of section 4 of the Act, such as -
- (A) Name and address of the firm;
  - (B) Names of promoters;
  - (C) Year of establishment;
  - (D) Names and profile of key projects completed.
- (v) Location: The location details of the project, with clear demarcation of land dedicated for the project along with its boundaries including the latitude and longitude of the end points of the project as provided under clause (f) of sub-section (2) of section 4 of the Act.
- (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 of the Act.
  - (B) Amenities: A detailed note explaining the salient features of the proposed project including access to the project, design for electric supply including street lighting, water supply arrangements and site for disposal of solid and liquid wastes and treatment and disposal of storm and sullage water, any other facilities and amenities or public health services proposed to be provided in the project.

(C) Gantt Charts and Project Schedule: The plan of development works to be executed in the project and the details of the proposed facilities to be provided thereof.

(c) Financial details of the promoter:

(i) Authenticated copy of the PAN card of the promoter.

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

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

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

(ii) List of number of parking lots booked;

(iii) Status of the project:

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

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

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

(iv) Status of approvals:

(A) Approval received;

(B) Approvals applied and expected date of receipt;

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

(D) Modifications, amendment or revisions, if any, issued by the competent authority with regard to any licence, permit or approval for the project.

(e) The following documents should be available in a downloadable format:-

(i) Approvals:

(A) Applicable No objection certificates;

(B) Authenticated copy of the planning permission, building permit, building sanction plan from competent authority 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 planning

permission, building permit, building sanction plan, completion certificate for each of such phases;

- (C) Authenticated copy of the site plan or site map showing the location of the project land along with survey numbers/block number/ward number, village number and name/town name, taluk and district name and area of each parcels of the project land;
- (D) Authenticated copy of the layout plan of the project as sanctioned by the competent authority;
- (E) Floor plans for each tower and block including clubhouse, amenities and common areas, etc;
- (F) Any other permission, approval, or licence that may be required under applicable law;
- (G) Authenticated copy of completion certificate obtained, if applicable. In the absence of statutory provisions for obtaining completion certificate, the promoter shall upload certificate from an Architect, Town Planner and Licensed Surveyor, etc., endorsing the completion of the project.

ii) Legal Documents:

- (A) Details including the proforma of the application form, allotment letter, agreement for sale and the conveyance deed;
- (B) Authenticated copy of the legal title deed including an upto date encumbrance certificate, extract/certificate of Revenue Authorities 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) 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 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;
- (D) Sanction letters:
  - From banks for construction finance;
  - From banks for home loan tie-ups.

- (f) Contact details: Contact address, contact numbers and email-ids of the promoter 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 of the Act, the Authority shall maintain a database and ensure that the information specified therein shall be made available on its website in respect of each project revoked or penalised, as the case may be.

(3) For the purpose of clause (d) of section 34 of the Act, 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 with the Authority;
  - (ii) brief details of his enterprise including its name, registered address, type of enterprise (proprietorship, societies, partnership, companies, etc.);
  - (iii) particulars of registration including the bye-laws, memorandum of association, articles of association, etc., as the case may be;
  - (iv) photograph of the real estate agent if it is an individual and the photograph of the partners, directors etc. in case of other persons;
  - (v) authenticated copy of the address proof of the place of business and the contact address, contact numbers and email-id of the real estate agent.
- (b) In case of applicants whose application for registration as a real estate agent have been rejected or real estate agents whose registration has been revoked by the Authority:
  - (i) registration number and the period of validity of the registration of the real estate agent with the Authority;
  - (ii) brief details of his enterprise including its name, registered address, type of enterprise (proprietorship, societies, partnership, companies, etc.);
  - (iii) photograph of the real estate agent if it is an individual and the photograph of the partners, directors, etc., in case of other persons.
- (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.**

**18. 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 per cent:

Provided that in case the State Bank of India Marginal Cost of Lending Rate 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.

**19. Timelines for refund.-** (1) Any refund of monies along with the applicable interest and compensation, if any, payable by the promoter in terms of the Act or the rules and regulations made thereunder, shall be payable by the promoter to the allottee within Ninety days from the date on which such refund along with applicable interest and compensation, if any, becomes due.

(2) In case of termination of the agreement as per the terms recorded therein, such refund and/or penalty and/or compensation shall be made by the party-in-breach to the other party simultaneous to the execution of appropriate cancellation agreement and registration, if required. If the defaulting party fails to come forward for execution of registration agreement, the Authority shall have the right to execute such agreement on behalf of the defaulting party.

The entitling allottee shall get full refund at any time if the builder has not followed the time schedule. The builder shall not keep 10% of the booked value of the property. If the allottee defaults in making timely payment as per terms of the agreement, the allottee shall not have the right of claiming any interest or compensation from the promoter.

## **CHAPTER VI. REAL ESTATE REGULATORY AUTHORITY.**

**20. 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 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 suitability 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 Government.

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

(5) The 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.

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

- (a) The Chairperson shall be paid a monthly salary equivalent to the salary and allowances eligible to the Additional Secretary to Central Government;
- (b) The whole-time member shall be paid monthly salary equivalent to the salary and allowances eligible to the Joint Secretary to Central Government;
- (c) 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 authority as may be determined by the Government, from time to time, and they shall not be entitled to any allowance relating to house and vehicle.

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

**22. Administrative powers of the Chairperson of the Authority.-** The administrative powers of the Chairperson of the authority will be with regard to the following:-

- (a) matters pertaining to human resources, wages and salaries structures, emoluments, perquisites and personnel policies;
- (b) matters pertaining to appointments, promotions and confirmation for all posts;
- (c) acceptance of resignations by any officer or employee;
- (d) In addition, the Chairperson will be responsible for officiating against sanctioned posts;
- (e) authorization of tours to be undertaken by any member, officer or employees within India and allowance to be granted for the same;
- (f) all matters in relation to grant or rejection of leaves;
- (g) permission for hiring of vehicles for official use;
- (h) nominations for attending seminars, conferences and training courses in India;
- (i) permission for invitation of guests to carry out training course;
- (j) sanction, scrapping or write-off of capital assets which due to normal wear and tear have become unserviceable or are considered beyond economical repairs;
- (k) matters relating to disciplinary action against officer and employee;
- (l) 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.

**23. 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 Government and drawing the corresponding scales of pay;

(2) Consultants or experts that may be engaged by the Authority after a due selection process.

(a) shall be paid a monthly honorarium as may be determined by the Government from time to time;

(b) shall not be deemed to be regular members of the staff borne on the establishment of the Authority;

(c) may be appointed for a tenure of one year or less, extendable on year to year basis or part thereof;

(3) The terms of their appointment may be terminated by the Authority by serving one month's notice.

(4) The 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.

**24. Functioning of the Authority.-** (1) The office of the Authority shall be located at such place as may be determined by the Government by notification.

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

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

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

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

(b) requisitioning, subject to the provisions of sections 123 and 124 of the Indian Evidence Act, 1872 (1 of 1872), any public record or document or copy of such record or document from any office.

(2) The Authority may, call upon such experts or consultants from the fields of economics, commerce, accountancy, real estate, town planning, competition, construction,



architecture, or engineering or from any other discipline as it deems necessary, to assist the Authority in the conduct of any inquiry or proceedings before it.

(3) The Authority may, in the interest of the allottees, enquire into the payment of amounts imposed as penalty, interest or compensation, paid or payable by the promoter, in order to ensure that the promoter has not -

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

(4) The Authority shall have the powers to levy fee and prescribe advertisement charges and collect the same from the developers and advertisers willing to advertise on the website of the authority besides prescribing and collecting any other charges or fees/penalties from the developers/promoters/real estate agents or any other individual or agency.

(5) The Authority shall advertise the vacancies and qualification and complete selection process at least one month prior to the date on which vacancy arises in order to avoid any gap in the office and to provide uninterrupted service of the Authority.

**26. Manner of recovery of interest, penalty and compensation.-** Subject to the provisions of sub-section (1) of section 40 of the Act, the recovery of the amount due under the Act shall be made as an arrear of land revenue under the Tamil Nadu Revenue Recovery Act, 1864 (Tamil Nadu Act II of 1864).

**27. 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 of the Act every order passed by the Adjudicating Officer, Authority or Appellate Tribunal, as the case may be, shall be enforced by the Adjudicating Officer, Authority or the Appellate Tribunal, as the case may be, in the same manner as if it were a decree or order made by the Civil Court in a suit pending before it 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 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.

**28. Grants, Fees and Penalties.-** (a) The grants from the Government, the registration fee paid by the promoters, at the time of registration of application, the revenue generated from advertisement charges on the website of the Authority, the registration fees paid by the Real Estate Agent at the time of registration received under the Act and interest accrued on the grants and fees will accrue to the Real Estate Regulatory Fund.

(b) All sums realized by way of penalties imposed by the Appellate Tribunal or the Authority shall be credited to the Consolidated Fund of State Government.

**CHAPTER VII.  
REAL ESTATE APPELLATE TRIBUNAL.**

**29. Form for filing appeal and the fees payable.-** (1) Every appeal filed under sub-section (1) of section 44 of the Act, shall be accompanied by a fee of rupees One thousand in the form of a demand draft drawn on a scheduled bank in favour of the Appellate Tribunal and payable at the main branch of that Bank at the station where the seat of the said Appellate Tribunal is situated.

(2) Every appeal shall be filed in Form 'L' along with the following documents:-

- (a) An attested true copy of the order against which the appeal is filed;
- (b) Copies of the documents relied upon by the appellant and referred to in the appeal;
- (c) An index of the documents.

(3) Procedure for filing the appeal shall be as decided by the Appellate Tribunal.

**30. 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 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 Government.

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

(5) The 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.

**31. 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;
- (c) Every full-time member, who is not a servant of the Government, shall be paid a monthly salary equivalent to the Additional Secretary to the Government of India;
- (d) Every part-time Member, who is not a servant 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 Government, from time to time.

(2) The other allowances and conditions of service including leave of the Chairperson and the whole-time member shall be as prescribed by the Government, from time to time.

**32. Procedure for inquiry of the charges against the Chairperson or Member of the Authority or the Appellate Tribunal.-**

(1) In the event of the Government becoming aware of occurrence of any of the circumstances specified in clause (d) or clause (e) of sub-section (1) of section 26 of the Act in case of a Chairperson or member of the Authority or as specified under sub-section (1) of section 49 of the Act in case of a Chairperson or Member of the Appellate Tribunal, or by receipt of a complaint in this regard or suo motu, as the case may be, the 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 Government considers it necessary to investigate into the allegation, it shall place the complaint, if any, together with supporting material as may be available, before a Judge of the High Court appointed for the purpose by the Chief Justice of the High Court on the request of the Government.

(3) The Government shall forward to the Judge, 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 leveled against him within such time period as may be specified in this behalf by the Judge.

(5) Where it is alleged that the Chairperson or member of the Authority or the Appellate Tribunal as the case may be is unable to discharge the duties of his office efficiently due to any physical or mental incapacity and the allegation is denied, the Judge may arrange

for the medical examination of the Chairperson or member of the Authority or the Appellate Tribunal, as the case may be.

(6) After the conclusion of the investigation, the Judge shall submit his report to the 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 Government shall, in consultation with the Chief Justice of the High Court, decide either to remove or not to remove the Chairperson or member of the Authority or Appellate Tribunal, as the case may be.

**33. 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 Government and drawing the corresponding scales of pay.

(2) The 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.

**34. Additional powers of the Appellate Tribunal.-** The Appellate Tribunal may call upon such experts or consultants from the fields of economics, commerce, accountancy, real estate, town planning, competition, construction, architecture or engineering or from any other discipline as it deems necessary, to assist the Appellate Tribunal in the conduct of any inquiry or proceedings before it.

**35. Administrative powers of the Chairperson of the Appellate Tribunal.-** The administrative powers of the Chairperson of the Appellate Tribunal will be with regard to the following:-

- (a) matters pertaining to human resources, wages and salaries structures, emoluments, perquisites and personnel policies;
- (b) matters pertaining to appointments, promotions and confirmation for all posts;
- (c) acceptance of resignations by any officer or employee;
- (d) In addition, the Chairperson will be responsible for officiating against sanctioned posts;
- (e) authorization 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 grant or rejection of leaves.
- (g) permission for hiring of vehicles for official use;

- (h) nominations for attending seminars, conferences and training courses in India;
- (i) permission for invitation of guests to carry out training course;
- (j) sanction scrapping or write-off of capital assets which due to normal wear and tear have become unserviceable or are considered beyond economical repairs;
- (k) matters relating to disciplinary action against any officer or employee;
- (l) 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.**

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

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

Provided that the Government may, by notification, amend the rates specified in the Table.

(2) On payment of the sum of money in accordance with the table, 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. If the promoter is restrained, restricted or limited by operation of law in providing specific amenities as per the plans sanctioned, in such case, the promoter shall be absolved from all liabilities for not providing such amenities in the real estate project.

(3) The acceptance of the sum of money for compounding an offence in accordance with the table above, by the Court shall be deemed to an acquittal within the meaning of section 300 of the Code of Criminal Procedure, 1973 (Central Act 2 of 1974).

(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 30 days from the date of compounding of the offence.

**37. 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 'M' which shall be accompanied by a fee as specified by the Authority.

(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:-

- (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 notice shall specify a date and time for further hearing;
- (c) 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;
- (d) 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;
- (e) In case the Authority is satisfied on the basis of the submissions made that there is need for further hearing into the complaint, it may order production of documents or other evidence on a date and time fixed by it;
- (f) The Authority shall have the power to carry out an inquiry, into the complaint, on the basis of documents and submissions;
- (g) On the date so fixed, the Authority upon consideration of the evidence produced before it and other records and submissions is satisfied that -
  - (i) the respondent is in contravention of the provisions of the Act or the rules and regulations made there under it shall pass such orders including imposition of penalty as it thinks fit in accordance with the provisions of the Act or the rules and regulations made there under;
  - (ii) the respondent is not in contravention of the provisions of the Act or the rules and regulations made there under the Authority may, by order in writing, dismiss the complaint, with reasons to be recorded in writing.
- (h) 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.

**38. 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 compensation under section 12, 14, 18 and 19 in Form 'N' which shall be accompanied by a fee of rupees five thousand in the form prescribed by the Authority.

(2) The Adjudicating officer shall for the purposes of adjudging compensation follow summary procedure for inquiry in the following manner:

- (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 notice shall specify a date and time for further hearing; and 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 there under and if the promoter-
  - (i) pleads guilty, the adjudicating officer shall record the plea, and award such compensation as he thinks fit in accordance with the provisions of the Act or the rules and regulations, made there under;
  - (ii) does not plead guilty and contests the complaint the adjudicating officer shall demand an explanation from the promoter;
- (c) 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;
- (d) In case the adjudicating officer is satisfied on the basis of the submissions made that there is need for further hearing into the complaint it may order production of documents or other evidence on a date and time fixed by him;
- (e) The adjudicating officer shall have the power to carry out an inquiry into the complaint on the basis of documents and submissions;
- (f) 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 compensation, the adjudicating officer may, by order in writing, order payment of such compensation, as deemed fit by the promoter to the complainant; or
  - (ii) not liable to any compensation, the adjudicating officer may, by order in writing, dismiss the complaint, with reasons to be recorded in writing.
- (g) If any person fails, neglects or refuses to appear, or present himself as required before the adjudicating officer, the adjudicating officer shall have the power to proceed with the inquiry in the absence of such person or persons after recording the reasons for doing so.

**CHAPTER IX.  
BUDGET AND REPORT.**

**39. Budget, accounts and audit.-** The Authority shall prepare a budget, maintain proper accounts and other relevant records and prepare an annual statement of accounts as provided in section 77 in Form 'O'.

**40. Report and Returns.-** The Authority shall prepare its annual report as provided in section 78 in Form 'P'.

**DHARMENDRA PRATAP YADAV  
SECRETARY TO GOVERNMENT**

//True Copy//

*G-M*  
*22/6/17*  
**SECTION OFFICER**  
*SM*  
*22/6*



FORM 'A'  
[See rule 3 (2)]  
APPLICATION FOR REGISTRATION OF PROJECT

To  
The Real Estate Regulatory Authority

\_\_\_\_\_  
Sir,

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

1. The requisite particulars are as under:-

(i) Status of the applicant, whether individual / company / proprietorship firm / societies / partnership firm / competent authority;

(ii) In case of individual –

- (a) Name
- (b) Father's Name
- (c) Occupation
- (d) Permanent address
- (e) Photograph

OR

In case of firm / societies / trust / companies / limited liability partnership / competent authority -

- (a) Name
- (b) Address
- (c) Copy of registration certificate
- (d) Main objects
- (e) Name, photograph and address of chairman of the governing body / partners / directors etc.

(iii) PAN No. \_\_\_\_\_ ;

(iv) Name and address of the bank or banker with which account in terms of section 4 (2)(1)(D) of the Act will be maintained \_\_\_\_\_;

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

(vi) Details of Approval obtained from Various Competent Authorities for commencing the Project \_\_\_\_\_;

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

(viii) Agency to take up external development works \_\_\_\_\_ Local Authority (exact Authority or any agreement to the Authority) / Self Development;

(ix) Registration fee by way of a demand draft dated \_\_\_\_\_ drawn on \_\_\_\_\_ bearing no. \_\_\_\_\_ for an amount of Rs. \_\_\_\_\_/- calculated as per sub-rule (3) of rule 3;

(x) 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 development is proposed to be developed along with legally valid documents with authentication of such title, if such land is owned by another person;

- (iv) the details of encumbrances on the land on which development is proposed including any rights, title, interest or name of any party in or over such land along with details;
  - (v) where the promoter is not the owner of the land on which development is proposed details of the consent of the owner of the land along with a copy of the collaboration agreement, development agreement, joint development agreement or any other agreement, as the case may be, entered into between the promoter and such owner and copies of title and other documents reflecting the title of such owner on the land proposed to be developed;
    - (A) Authenticated copy of the building permit and sanctioned plan from the competent authority 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 planning permission, building permit / building sanction plan, partial completion certificate for each of such phases;
  - (vi) 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;
  - (vii) 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, solid and liquid waste management, emergency evacuation services, use of renewable energy;
  - (viii) 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;
  - (ix) proforma of the allotment letter, agreement for sale, and the conveyance deed proposed to be signed with the allottees;
  - (x) the number, type and the carpet area of apartments for sale in the project exclusive of the area of balcony, verandah, open terrace and other common areas, if any, details of which have to be furnished separately;
  - (xi) the number and areas of covered parking available in the project;
  - (xii) the number of open parking areas available in the project;
  - (xiii) details of undivided shares pertaining to the project;
  - (xiv) the names, addresses, phone numbers, email ids and registration details of real estate agents, if any, for the proposed project;
  - (xv) the names, addresses, phone numbers, email ids and registration details of the contractors, architects, structural engineers, site engineers, project management consultants, HAVC consultants and Geo Technical Engineers, if any and other professionals or key persons, if any associated with the development of the proposed project;
  - (xvi) a declaration in FORM 'B'.
3. I/We solemnly affirm and declare that the particulars given in herein are correct to my /our knowledge and belief.

Dated:

Place:

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

## FORM 'B'

[See rule 3(4)]

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

Affidavit cum Declaration

Affidavit cum Declaration of Mr./Ms. \_\_\_\_\_ promoter of the proposed project\_\_\_\_\_;

I, \_\_\_\_\_ promoter of the proposed project do hereby solemnly declare, undertake and state as under:

1. That I / promoter have / has a legal title to the land on which the development of the project is proposed  
OR  
Have entered into joint development agreement /collaboration agreement /development agreement or any other agreement with\_\_\_\_\_ who possess 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 project is enclosed herewith.
2. That the said land is free from all encumbrances.  
OR  
Possess such encumbrances as \_\_\_\_\_ including details of any rights, title, interest or name of any party in or over such land, along with details.
3. That the time period within which the project shall be completed by me/promoter is \_\_\_\_\_.
4. That seventy per cent of the amounts realised by me/promoter for the real estate project from the allottees, from time to time, shall be deposited in a separate account to be maintained in a scheduled bank to cover the cost of construction and the land cost and shall be used only for that purpose.
5. That the amounts from the separate account, to cover the cost of the project, shall be withdrawn only after due certification by an engineer, architect and a chartered accountant in practice that the withdrawal is in proportion to the percentage of completion of the project.
6. 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 to the Authority and it shall be verified during the audit that the amounts collected for a particular project have been utilised for the project and the withdrawals have been made in compliance with the proportion to the percentage of completion of the project.
7. That I / promoter shall take all the pending approvals on time, from the competent authorities.
8. That I / promoter have / has furnished such other documents as have been prescribed by the rules and regulations made under the Act.

9. That I / promoter shall not discriminate against any allottee at the time of allotment of any apartment, plot or building, as the case may be, on any grounds.

Deponent

Verification

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

Verified by me at \_\_\_\_\_ on this \_\_\_\_ day of \_\_\_\_\_.

Deponent

FORM 'C'  
[See rule 6(1)]

REGISTRATION CERTIFICATE OF PROJECT

This registration is granted under section 5 of the Act to the following project under project registration number \_\_\_\_\_:

\_\_\_\_\_

(Specify Details of Project including the project address);

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

OR

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

2. This registration is granted subject to the following conditions, namely:-
- (i) The promoter shall enter into an agreement for sale with the allottees as provided in 'Annexure A';
  - (ii) The promoter shall execute and register a conveyance deed in favour of the allottee or the association of the allottees, as the case may be, of the apartment or the common areas as per section 17;
  - (iii) The promoter shall deposit seventy percent of the amounts realised by the promoter in a separate account to be maintained in a schedule bank to cover the cost of construction and the land cost to be used only for that purpose as per sub-clause (D) of clause (l) of sub-section (2) of section 4;
  - (iv) The registration shall be valid for a period of \_\_\_\_\_ years commencing from \_\_\_\_\_ and ending with \_\_\_\_\_ unless renewed by the Real Estate Regulatory Authority in accordance with section 6 read with rule 7 of the Act;
  - (v) The promoter shall comply with the provisions of the Act and the rules and regulations made thereunder;
  - (vi) The promoter shall not contravene the provisions of any other law for the time being in force in the area where the project is being developed.
3. If the above mentioned conditions are not fulfilled by the promoter, the regulatory authority may take necessary action against the promoter including revoking the registration granted herein, as per the Act and the rules and regulations made there under.

Dated:

Place:

Signature and seal of the Authorized Officer  
Real Estate Regulatory Authority

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,  
\_\_\_\_\_  
\_\_\_\_\_

To  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Application/Registration No.: \_\_\_\_\_

Dated: \_\_\_\_\_

You are hereby informed that your application for registration of your project is rejected.

OR

You are hereby informed that your application for extension of the registration of your project is rejected.

OR

You are hereby informed that the registration granted to your project is hereby revoked.  
for the reasons set out:-  
\_\_\_\_\_

Place:

Dated:

Signature and seal of the Authorized Officer  
Real Estate Regulatory Authority

FORM 'E'  
[See rule 7(1)]

APPLICATION FOR EXTENSION OF REGISTRATION OF PROJECT

From:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

To

The Real Estate Regulatory Authority,

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Sir,

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

\_\_\_\_\_

registered with the regulatory authority vide project registration certificate bearing No. \_\_\_\_\_, which expires on \_\_\_\_\_.

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

- (i) A demand Draft No. \_\_\_\_\_ dated \_\_\_\_\_ for rupees \_\_\_\_\_ in favour of \_\_\_\_\_ drawn on \_\_\_\_\_ bank as extension fee as provided under sub-rule (2) of rule 7;
- (ii) Authenticated Plan of the project showing the stage of development works undertaken till date;
- (iii) Explanatory note regarding the state of development works in the project and reason for not completing the development works in the project within the period declared in the declaration submitted in Form 'B' at the time of making application for the registration of the project \_\_\_\_\_;
- (iv) Authenticated copy of the permission/approval from the competent authority which is valid for a period which is longer than the proposed term of extension of the registration sought from the regulatory authority;
- (v) The original project registration certificate; and
- (vi) Any other information as may be specified by regulations.

Place:

Dated:

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

## FORM 'F'

[See rule 7(4)]

## CERTIFICATE FOR EXTENSION OF REGISTRATION OF PROJECT

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_, registered with the regulatory authority vide project registration certificate bearing No. \_\_\_\_\_ of

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

\_\_\_\_\_ State \_\_\_\_\_;

OR

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

2. This renewal of registration is granted subject to the following conditions, namely:-
- (i) The promoter shall execute and register a conveyance deed in favour of the allottee or the association of the allottees, as the case may be, of the apartment or the common areas as per section 17;
  - (ii) The promoter shall deposit seventy percent of the amounts realised by the promoter in a separate account to be maintained in a schedule bank to cover the cost of construction and the land cost to be used only for that purpose as per sub-clause (D) of clause (1) of sub-section (2) of section 4;
  - (iii) The registration shall be valid for a period of \_\_\_\_\_ years commencing from \_\_\_\_\_ and ending with \_\_\_\_\_ unless renewed by the Real Estate Regulatory Authority in accordance with section 6 of the Act read with rule 7;
  - (iv) The promoter shall comply with the provisions of the Act and the rules and regulations made thereunder;
  - (v) The promoter shall not contravene the provisions of any other law for the time being in force in the area where the project is being developed;
  - (vi) If the above mentioned conditions are not fulfilled by the promoter, the regulatory authority may take necessary action against the promoter including revoking the registration granted herein, as per the Act and the rules and regulations made thereunder.

Dated:

Place:

Signature and seal of the Authorized Officer  
Real Estate Regulatory Authority



FORM 'G'  
[See rule 11(1)]

APPLICATION FOR REGISTRATION OF REAL ESTATE AGENT

To  
The Real Estate Regulatory Authority

\_\_\_\_\_

\_\_\_\_\_

Sir,

I/We 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 Tamil Nadu in terms of the Act and the rules and regulations made thereunder,

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

OR

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

2. The requisite particulars are as under:-
- (i) Status of the applicant, whether individual / company / proprietorship firm /  
societies / partnership firm / limited liability partnership;
- (ii) In case of individual –
- (a) Name-
- (b) Father's Name-
- (c) Occupation-
- (d) Permanent address-
- (e) Photograph-

OR

In case of firm / societies / companies -

- (a) Name
- (b) Address
- (c) Copy of registration certificate
- (d) Major activities
- (e) Name, photograph and address of partners / directors etc.
- (iii) particulars of registration 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, namely:-

- (i) Demand Draft No. \_\_\_\_\_ dated \_\_\_\_\_ for a sum of  
Rs. \_\_\_\_\_, in favour of \_\_\_\_\_, drawn on \_\_\_\_\_ bank as  
registration fee as per sub-rule (2) of rule 11;

- (ii) 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 herein are correct to my/our knowledge and belief.

Dated:

Place:

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

## FORM 'H'

[See rule 12(1)]

## REGISTRATION CERTIFICATE OF REAL ESTATE AGENT

1. This registration is granted under section 9 of the Act with registration certificate bearing No. \_\_\_\_\_ to -  
(in the case of an individual) Mr./Ms. \_\_\_\_\_ son of  
Mr./Ms. \_\_\_\_\_ Taluk \_\_\_\_\_ District \_\_\_\_\_  
\_\_\_\_\_ State \_\_\_\_\_;
- OR  
(in the case of a firm / society / company) \_\_\_\_\_ firm / society /  
company \_\_\_\_\_ having its registered office / principal place of  
business at \_\_\_\_\_.  
to act as a real estate agent to facilitate the sale or purchase of any plot, apartment or  
building, as the case may be, in real estate projects registered in the \_\_\_\_\_ State  
of Tamil Nadu in terms of the Act and the rules and regulations made thereunder,
2. This registration is granted subject to the following conditions, namely:-
  - (i) The real estate agent shall not facilitate the sale or purchase of any plot,  
apartment or building, as the case may be, in a real estate project or part of it,  
being sold by the promoter which is required but not registered with the  
regulatory authority;
  - (ii) The real estate agent shall maintain and preserve such books of account,  
records and documents as provided under rule 15;
  - (iii) The real estate agent shall not involve himself in any unfair trade practices as  
specified under clause (c) of section 10 of the Act;
  - (iv) The real estate agent shall provide assistance to enable the allottee and promoter  
to exercise their respective rights and fulfil their respective obligations at the  
time of booking and sale of any plot, apartment or building, as the case may be;
  - (v) The real estate agent shall comply with the provisions of the Act and the rules  
and regulations made thereunder;
  - (vi) The real estate agent shall not contravene the provisions of any other law for  
the time being in force in the area where the project is being developed;
  - (vii) The real estate agent shall discharge such other functions as may be specified  
by the regulatory authority by regulations;
3. The registration is valid for a period of five years commencing from \_\_\_\_\_  
and ending with \_\_\_\_\_ unless renewed by the regulatory  
authority in accordance with the provisions of the Act or the rules and regulations  
made thereunder.
4. If the above mentioned conditions are not fulfilled by the real estate agent, the  
regulatory authority may take necessary action against the real estate agent including  
revoking the registration granted herein, as per the Act and the rules and regulations  
made thereunder.

Dated:

Place:

Signature and seal of the Authorized Officer  
Real Estate Regulatory Authority

FORM 'I'

[See rule 12(2), 13(4), 14]

INTIMATION OF

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

From:

The Real Estate Regulatory Authority,

\_\_\_\_\_

\_\_\_\_\_

To

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Application / Registration No.: \_\_\_\_\_

Dated : \_\_\_\_\_

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

OR

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

OR

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

for the reasons set out:-

\_\_\_\_\_

Place:

Dated:

Signature and seal of the Authorized Officer  
Real Estate Regulatory Authority

## FORM 'J'

[See rule 13(1)]

## APPLICATION FOR RENEWAL OF REGISTRATION OF REAL ESTATE AGENT

From:

\_\_\_\_\_

\_\_\_\_\_

To

The Real Estate Regulatory Authority,

\_\_\_\_\_

\_\_\_\_\_

Sir,

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

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

- (i) A demand draft no. \_\_\_\_\_ dated \_\_\_\_\_ for rupees \_\_\_\_\_ in favour of \_\_\_\_\_ drawn on \_\_\_\_\_ bank as renewal fee;
- (ii) The original registration certificate; and
- (iii) Status of the applicant, whether individual / company / proprietorship firm / societies / partnership firm / limited liability partnership;
- (iv) In case of individual –
  - (a) Name
  - (b) Father's Name
  - (c) Occupation
  - (d) Permanent address
  - (e) Photograph

OR

In case of firm / societies / companies -

- (a) Name
- (b) Address
- (c) Copy of registration certificate
- (d) Major activities
- (e) Name, photograph and address of partners / directors
- (v) particulars of registration 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) Details of registration in any other State or Union territory;
- (viii) Any other information as specified by regulations.

Dated:

Place:

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

## FORM 'K'

[See rule 13 (4)]

## RENEWAL OF REGISTRATION OF REAL ESTATE AGENT

1. This renewal of registration is granted under section 9 of the Act to  
 (in the case of an individual) Mr./Ms. \_\_\_\_\_ son of  
 Mr./Ms. \_\_\_\_\_ Taluk \_\_\_\_\_ District \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_ State \_\_\_\_\_;

OR

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

in continuation of 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 15;
  - (iii) The real estate agent shall not involve himself in any unfair trade practices as specified under clause (c) of section 10 of the Act;
  - (iv) The real estate agent shall facilitate the possession of all documents, as the allottee is entitled to, at the time of booking of any plot, apartment or building, as the case may be;
  - (v) The real estate agent shall provide assistance to enable the allottee and promoter to exercise their respective rights and fulfil their respective obligations at the time of booking and sale of any plot, apartment or building, as the case may be;
  - (vi) The real estate agent shall comply with the provisions of the Act and the rules and regulations made thereunder;
  - (vii) The real estate agent shall not contravene the provisions of any other law for the time being in force in the area where the project is being developed;
  - (viii) The real estate agent shall discharge such other functions as may be specified by the regulatory authority by regulations;
3. The registration is valid for a period of five years commencing from \_\_\_\_\_ and ending with \_\_\_\_\_ unless renewed by the regulatory authority in accordance with the provisions of the Act or the rules and regulations made thereunder;
4. If the above mentioned conditions are not fulfilled by the real estate agent, the regulatory authority may take necessary action against the real estate agent including revoking the registration granted herein, as per the Act and the rules and regulations made thereunder.

Dated:

Place:

Signature and seal of the Authorized Officer  
 Real Estate Regulatory Authority

## FORM 'L'

[See rule 29(2)]

## APPEAL TO APPELLATE TRIBUNAL

Appeal under section 44 of the Act

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

For use of Appellate Tribunal's office:

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

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

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

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

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

IN THE REAL ESTATE APPELLATE TRIBUNAL (Name of place)

Between

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

And

\_\_\_\_\_ Respondent(s)

Details of appeal:

1. Particulars of the appellants:

(i) Name of the appellant:

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

(iii) Address for service of all notices:

2. Particulars of the respondents:

(i) Name(s) of respondent:

(ii) Office address of the respondent:

(iii) Address for service of all notices:

3. Jurisdiction of the Appellate Tribunal:

The appellant declares that the subject matter of the appeal falls within the jurisdiction of the Appellate Tribunal.

4. Limitation:

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

OR

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

5. Facts of the case:

(give a concise statement of facts and grounds of appeal against the specific order of regulatory authority or the adjudicating officer, as the case may be passed under section(s) \_\_\_\_\_ of the Act.

6. Relief(s) sought:

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

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

7. Interim order, if prayed for:  
Pending final decision on the appeal the appellant seeks issue of the following interim order:  
[Give here the nature of the interim order prayed for with reasons]
8. Matter not pending with any other court, etc.:  
The appellant further declares that the matter regarding which this appeal has been made is not pending before any court of law or any other authority or any other tribunal(s).
9. Particulars of bank draft in respect of the fee in terms of sub-rule (1) of rule 29:
  - (i) Amount
  - (ii) Name of the bank on which drawn
  - (iii) Demand draft number
10. List of enclosures:
  - (i) An attested true copy of the order against which the appeal is filed
  - (ii) Copies of the documents relied upon by the appellant and referred to in the appeal
  - (iii) An index of the documents

Verification

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

Place:

Date:

Signature of the appellant(s)



FORM 'M'  
[See rule 37(1)]  
COMPLAINT TO REGULATORY AUTHORITY  
Complaint under section 31 of the Act

For use of Regulatory Authority(s) office:

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

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

Complaint No.: \_\_\_\_\_

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

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

IN THE REGULATORY AUTHORITIES OFFICE (Name of place)

Between

\_\_\_\_\_ Complainant(s)

And

\_\_\_\_\_

Respondent(s) Details of

claim:

1. Particulars of the complainant(s):
  - (i) Name of the complainant:
  - (ii) Address of the existing office / residence of the complainant:
  - (iii) Address for service of all notices:
2. Particulars of the respondents:
  - (i) Name(s) of respondent:
  - (ii) Office address of the respondent:
  - (iii) Address for service of all notices:
3. Jurisdiction of the regulatory authority:  
The complainant declares that the subject matter of the claim falls within the jurisdiction of the regulatory authority.
4. Facts of the case:  
[give a concise statement of facts and grounds for complaint]
5. Relief(s) sought:  
In view of the facts mentioned in paragraph 4 above, the complainant prays for the following relief(s) \_\_\_\_\_  
[Specify below the relief(s) claimed explaining the grounds of relief(s) and the legal provisions (if any) relied upon]
6. Interim order, if prayed for:  
Pending final decision on the complaint the complainant seeks issue of the following interim order:  
[Give here the nature of the interim order prayed for with reasons]
7. Complain not pending with any other court, etc.:  
The complainant further declares that the matter regarding which this complaint has been made is not pending before any court of law or any other authority or any other tribunal(s).
8. Particulars of bank draft in respect of the fee in terms of sub-rule (1) of rule 37:
  - (i) Amount
  - (ii) Name of the bank on which drawn

(iii) Demand draft number

9. List of enclosures:

[Specify the details of enclosures with the complaint]

Verification

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

Place:

Date:

Signature of the complainant(s)

## FORM 'N'

[See rule 38(1)]

## APPLICATION TO ADJUDICATING OFFICER

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

For use of Adjudicating Officers office:

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

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

Application No.: \_\_\_\_\_

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

Authorized Officer: \_\_\_\_\_

IN THE ADJUDICATING OFFICERS OFFICE (Name of place)

Between

\_\_\_\_\_ appellant(s)

And

\_\_\_\_\_

Respondent(s) Details of claim:

1. Particulars of the appellant(s)
  - (i) Name of the appellant:
  - (ii) Address of the existing office / residence of the appellant:
  - (iii) Address for service of all notices:
  - (iv) Details of allottees apartment, plot or building
2. Particulars of the respondents:
  - (i) Name(s) of respondent:
  - (ii) Office address of the respondent:
  - (iii) Address for service of all notices:
  - (iv) Registration no. and address of project:
3. Jurisdiction of the Adjudicating Officer:  
The appellant 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 appellant prays for the following compensation(s) \_\_\_\_\_  
[Specify below the compensation(s) claimed explaining the grounds of claim(s) and the legal provisions (if any) relied upon]
6. Claim not pending with any other court, etc.:  
The applicant further declares that the matter regarding which this appeal has been made is not pending before any court of law or any other authority or any other tribunal(s).
7. Particulars of bank draft in respect of the fee in terms of sub-rule (1) of rule 37:
  - (i) Amount
  - (ii) Name of the bank on which drawn
  - (iii) Demand draft number

8. List of enclosures:  
[Specify the details of enclosures with the application]

Verification

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

Place:

Date:

Signature of the appellant (s)

FORM 'O'  
[See rule 39]  
ANNUAL STATEMENT OF ACCOUNTS  
Receipts and Payments Account

For the year ended \_\_\_\_\_

(In Rupee)

A/c Code	Receipts	Current year	Previous Year	A/c Code	Payments	Current year	Previous year
		As on	As on			As on	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 on Investments			17.	By Wages		
11.	To Recoveries from			18.	By Overtime		

	pay bills						
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 1<sup>st</sup> April \_\_\_\_\_ to 31<sup>st</sup> March \_\_\_\_\_  
(In Rupee)

A/c Code	Expenditure	Current Year As on	Previous Year As on	A/c Code	Income	Current Year As on	Previous Year As on
13	To Chairperson and Members			2	By Fee, Charges and Fine		
13.1	To Pay and Allowances			2.1	By Fee		
13.2	To Other benefits			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		
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			4	By Gifts		
14.3	To Other Benefits			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			12	By Miscellaneous Income		
15.3	To Other Benefits			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						
21	To expenditure on Research						
22	To Consultation expenses						
23	To Seminars and conferences						
24	To Publications of Real Estate Regulatory Authority						
25	To Rent and Taxes						
26	To Interest on loans						
27	To Promotional Expenses						
28	To membership fee						
29	To Subscription						
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						
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) Secretary (Signature) Officer In-Charge ( Finance and Accounts)					Chairperson (Signature)		



Balance Sheet as on 31<sup>st</sup> (Month)(Year)-----

(In Rupees)

A/c Code	Liabilities	Current Year As on	Previous Year As on	A/c Code	Assets	Current Year As on	Previous Year As on
40	Funds			43	Fixed Assets		
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			44	Capital Work-in-progress		
8	Loans			31	Investments & Deposits		
8.1	Government			31.1	Investment		
8.2	Others			31.2	Deposits		
42	Current Liabilities and provisions			33	Loans and Advances		
				3.1	Account with Government		
				45	Sundry Debtors		
				36	Cash and Bank Balances		
				46	Other Current Assets		
	Total				Total		
	Accounting Policies and Notes to						
Member(s) (Signature)				Chairperson (Signature)			
Secretary (Signature)							
Officer In-Charge ( Finance and Accounts)							

## FORM 'P'

[See rule 40]

## ANNUAL REPORT TO BE PREPARED BY REGULATORY AUTHORITY

## I. Return on registration of promoters and real estate agents

## A. In relation to Promoters:

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

Date of issue of Registration	Date of which registration expires	Date of extension of registration with period of extension	Remarks
7	8	9	10

## B. In relation to Real Estate Agents:

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

## II. Return on number of cases filed before the regulatory authority and the adjudicating officer for settlement of disputes and adjudicated upon.

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

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

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

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

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

Serial No.	Subject	Steps taken	Results achieved

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

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

## ANNEXURE 'A'

## AGREEMENT FOR SALE

[See rule 9]

This Agreement for sale (“AGREEMENT”) entered into at [ ] on [ ]  
BY AND BETWEEN

[If the promoter is a company] *M/s.[ ]* (CIN no. ), a company incorporated under the provisions of the Companies Act, [1956 or 2013, as the case may be, having its registered office at [ ] and its corporate office at [ ](PAN - ), represented by its authorized signatory [ ] (Aadhar no. ) authorized *VIDE* board resolution dated [ ] hereinafter referred to as the “Promoter” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, executors, administrators and permitted assignees);

[OR]

[If the promoter is a Partnership firm], [ ] a partnership firm registered under the Indian Partnership Act,1932, having its principal place of business at [ ], (PAN), represented by its authorized Partner [ ],(Aadhar no. ) authorized *VIDE* [ ], hereinafter referred to as the “Promoter” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest, executors, administrators and permitted assignees, including those of the respective partners).

[OR]

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

AND

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

[OR]

[If the Allottee is a Partnership] [ ], a partnership firm registered under the Indian

Partnership Act, 1932, having its principal place of business at [ ], (PAN), represented by its authorized partner, [ ], (Aadhar no. ) authorized *VIDE* [ ], hereinafter referred to as the “Allottee” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest, executors, administrators and permitted assignees, including those of the respective partners).

[OR]

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

[OR]

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

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

The Promoter and the Allottee shall hereinafter be either collectively referred to as “Parties” and/ or individually as “Party”.

WHEREAS

- A. The Promoter is the absolute and lawful owner of lands *admeasuring* [ ] *square* meters comprised in Survey Nos.[ ] situated at [ ] Village, [ ] Taluk, [ ] District, morefully described in Schedule A hereunder (“Said Land”) *VIDE* sale deed(s) dated registered as documents no.[ ] at the office of the Sub-Registrar; and

[OR]

[ ] (“Owner”) is/are the absolute and lawful owner of lands *admeasuring* [ ] *square* meters comprised in S.Nos.[ ] situated at [ ] Village, [ ] Taluk, [ ] District (“Said Land”) *VIDE* sale deed(s) dated registered as documents no. at the office of the Sub-Registrar. The Owner and the Promoter have entered into a [collaboration/development/joint development] agreement dated [ ]; and

- B. [If the Project is to develop commercial/residential complex] The Promoter has formulated a scheme for developing the Said Land. The Said Land is earmarked for the purpose of building a [commercial/residential/any other purpose] project

comprising of [ ] Towers having [ ] Blocks with [ ] Floors having [ ] with amenities and facilities (“Project”); and

Or

[If the Project is plotted development] The Promoter has formulated a scheme for developing the Said Land into plotted development comprising of residential/commercial plots (“Project”); and

- C. *[If the Project is to develop commercial/residential complex]* The Promoter has obtained requisite sanctions, authorizations, consents, no objections, permissions and approvals from the appropriate authorities for construction and development of the Project vide Planning Permit No.[ ] dated [ ] issued by [ ] and Building Permit No.[ ] dated [ ] issued by [ ]; and

or

*[If the Project is plotted development]* The Promoter has obtained requisite sanctions, authorizations, consents, no objections, permissions and approvals from the appropriate authorities for plotted development vide lay-out approval vide Permit No.[ ] dated [ ] issued by [ ]; and

- D. The Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at [ ] on [ ] under registration No [ ]; and
- E. The Allottee has already scrutinized / verified all sanctions, authorizations, consents, no objections, permissions and approvals issued by the appropriate authorities and is satisfied with the title and statutory compliance with regards to the Project; and
- F. *[If the Project is to develop commercial/residential complex]* The Allottee desirous of owning an apartment in the Project has offered to purchase [ ] square feet of undivided share in the Said Land, which is more fully described in Schedule B hereunder and engage the Promoter to construct an apartment as per the scheme formulated by the Promoter; and

or

*[If the Project is plotted development]* The Allottee desirous of purchasing a Plot in the Project has offered to purchase a plot admeasuring [ ] square feet, which is more fully described in Schedule B hereunder; and

- G. The Promoter has agreed to transfer the Schedule B property in favour of the Allottee subject to the terms recorded hereunder; and
- H. 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 developed have been completed; and
- I. The Parties have decided to reduce the terms and conditions mutually agreed upon into writing through these presents.

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

The Promoter and the Allottee mutually agree and covenant as follows:-

1. The Promoter agree to transfer and convey Schedule B hereunder in favour of the Allottee for a sum of Rs.[ ] (Rupees [ ] Only) ('Consideration') to be paid by the Allottee as per the schedule of payment mentioned in Schedule C hereunder.
2. *[If any subsisting charge on the Schedule A property]* The Promoter represent that there is an existing charge created over the Schedule A property with the [financial institute/bank] for availing project finance. However, the Promoter shall release the Schedule B property from the charge created and obtain suitable 'Release & No objection certificate' from the respective banks/financial institution and hand over the same to the Allottee within [ ] days from execution of this Agreement.
3. *[Save as mentioned in clause 2 supra]*, the Promoter doth hereby covenant with the Allottee that the property agreed to be conveyed and transferred by the Promoter to the Allottee is free from all encumbrances and defects in title and that the Promoter have full and absolute power to convey and transfer Schedule B property.
4. *[If the Project is to develop commercial/residential complex]* The right of the Allottee to purchase the Schedule B property shall be subject to the Allottee engaging the Promoter for construction of his/her apartment through the Promoter by entering into a Construction Agreement in accordance with the scheme of development formulated by the Promoter.
5. *[If the Project is to develop commercial/residential complex]* The Allottee agrees that the execution of the Construction Agreement with Promoter and timely payment of installments as per the payment schedule in the respective agreements executed under the scheme of development shall be condition precedent for purchase of the Schedule B property.
6. The Allottee without the prior written consent of Promoter shall not have the right in any way to assign or transfer the interest under this Agreement at any time before registration of sale deed for the Schedule 'B' property.
7. That the Promoter hereby further covenant with the Allottee that the Promoter shall not encumber, create a charge over or otherwise deal with the property described in the Schedule 'B' hereunder or any part thereof in a manner contrary to the terms of this Agreement. The Promoter hereto shall not enter into any agreement in respect of the property described in Schedule 'B' hereunder with any other person/s during the subsistence of this agreement.
8. That all payments to be paid under this Agreement by the Allottee to the Promoter, apart from the loan amount, shall be paid directly by the Allottee to the Promoter. Any loan amounts availed by the Allottee, shall be directly disbursed / released by the bank / financial institution to the Promoter and the same shall be treated as payments made on behalf of the Allottee. Notwithstanding whether the loan is obtained or not, the Allottee shall be liable to pay to the Promoter on the due dates the relevant installments and all other sums due under this Agreement and in the event, if there is any delay and or default is made in payment of such amounts, the Allottee shall be liable for the consequences including payment of delayed payment charges on the outstanding payment as provided in this agreement.

9. The Allottee hereby agrees that the assignment of the Allottee's right under this agreement to any third party is subject to the prior written permission of the Promoter and further agrees to pay to the Promoter in an Assignment fee of [ ]% of Total Price ('Assignment Fee')
10. The Parties hereto agree and confirm that the execution and registration of the Sale Deed envisaged for conveyance of the Schedule B property to the Allottee shall be completed only on receipt of all monies due from the Allottee to the Promoter under this Agreement as well as other agreements, if any, executed between the Parties under the scheme of development.
11. Provided always it is hereby expressly agreed to by and between the Parties hereto that all agreements entered into between the Parties pursuant to the scheme of development are separate and distinct but default in one shall be construed as default in the other and the rights and obligations of the Parties shall be determined accordingly. Further the Parties agree and confirm that this agreement shall stand automatically terminated in the event of termination of any one of the agreements entered into between the Parties under the scheme of development.
12. The Allottee shall come forward for registration of this Agreement, at the request of the Promoter and all stamp duty, registration charges, legal expenses and all other miscellaneous and incidental expenses for registration of this Agreement and the sale deed in future, including additional stamp duty, if any, registration fee or any other charges that may be demanded by the appropriate authority present and future shall be borne to by the Allottee.
13. In the event of the Allottee failing to pay the aforesaid sums, in the manner provided in Schedule C or cancel/withdraw from the Project except for the default of the Promoter, then the Promoter at their discretion after due notice of 15 days to the Allottee is entitled to cancel this Agreement and re-allot Schedule B property to another party and the Allottee shall thereafter have no right, interest or claim over the Schedule B property. Consequent to such termination, subject to deduction of the booking amount, the Promoter shall refund the monies collected from the Allottee within 45 days of such cancellation without interest, simultaneous to the Allottee executing necessary cancellation and registration of the Agreement and/or sale deed by the Allottee.
14. *[If the Project is to develop commercial/residential complex]* The Parties hereby confirm that this Agreement and the Construction Agreement of even date entered into by the Allottee shall co-exist or co-terminate.
15. That the Promoter shall pay land taxes (if applicable), levies, rents, public charges and other payable in respect of the property described in Schedule 'B' hereunder unto the date of Registration of the sale deed or delivery of possession of the plot/apartment to the Allottee, whichever is earlier. The Allottee shall be liable to pay the said taxes, rates, levies, etc., from the date of registration of Sale Deed or delivery of possession of the plot/apartment to the Allottee, whichever is earlier.
16. 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.

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

\_\_\_\_\_ (Name of Allottee)

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

M/s \_\_\_\_\_ (Promoter name)

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

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

18. That in case there are joint Allottees, all communications shall be sent by the Promoter to the Allottee whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Allottees.
19. The Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee is in not making payments as per the Payment Plan including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the Promoter in the case of one Allottee shall not be construed to be a precedent and /or binding on the Promoter to exercise such discretion in the case of other Allottees.
20. Failure on the part of the Promoter to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.
21. If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to the Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement
22. This Agreement may only be amended through written consent of the parties
23. That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws for the time being in force.
24. The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, in \_\_\_\_\_ after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered

at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at \_\_\_\_\_

25. All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled through the adjudicating officer appointed under the Act. *[Please insert any other terms and conditions as per the contractual understanding between the parties, however, please ensure that such additional terms and conditions are not in derogation of or inconsistent with the terms and conditions set out above or the Act and the Rules and Regulations made thereunder.]*

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

SCHEDULE - A  
(Description of the Total Land)

SCHEDULE - B  
(Description of undivided share of land/plot hereby agreed to be conveyed to the Allottee)

SCHEDULE "C"  
(Schedule of Payment)

Schedule of payments to be paid by the Allottee to the Promoter for delivery of SCHEDULE "B" PROPERTY:

IN WITNESS WHEREOF THE PARTIES HERETO HAVE SET THEIR HANDS AND SIGNED THEIR NAMES ON THIS AGREEMENT ON [ ] DAY OF [ ]

Allottee

Promoter

WITNESSES:

1.

2.

## CONSTRUCTION AGREEMENT.

THIS CONSTRUCTION AGREEMENT (“AGREEMENT”) ENTERED INTO  
AT [ ] ON [ ]  
BY AND BETWEEN

[If the promoter is a company] *M/s.[ ]* (CIN no. ), a company incorporated under the provisions of the Companies Act, [1956 or 2013, as the case may be], having its registered office at [ ] and its corporate office at [ ](PAN - ), represented by its authorized signatory [ ] (Aadhar no. ) authorized *VIDE* board resolution dated [ ] hereinafter referred to as the “Promoter” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, executors, administrators and permitted assignees);

[OR]

[If the promoter is a Partnership firm], [ ] a partnership firm registered under the Indian Partnership Act,1932, having its principal place of business at [ ], (PAN), represented by its authorized Partner [ ],(Aadhar no. ) authorized *VIDE* [ ], hereinafter referred to as the “Promoter” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest, executors, administrators and permitted assignees, including those of the respective partners).

[OR]

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

AND

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

[OR]

[If the Allottee is a Partnership] [ ], a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at [ ], (PAN), represented by its authorized partner, [ ], (Aadhar no. ) authorized *VIDE* [ ], hereinafter referred to as the “Allottee”(which expression shall unless repugnant to the context or meaning

thereof be deemed to mean and include its successors-in-interest, executors, administrators and permitted assignees, including those of the respective partners).

[OR]

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

[OR]

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

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

The Promoter and the Allottee shall hereinafter be either collectively referred to as “Parties” and/ or individually as “Party”.

WHEREAS

- A. The Promoter is the absolute and lawful owner of lands *admeasuring* [ ] *square* meters comprised in S.Nos.[ ] situated at [ ] Village, [ ] Taluk, [ ] District, morefully described in Schedule A hereunder (“Said Land”) *VIDE* sale deed(s) dated registered as documents no.[ ] at the office of the Sub-Registrar;

[OR]

[ ](“Owner”) is/are the absolute and lawful owner of lands *admeasuring* [ ] *square* meters comprised in S.Nos.[ ] situated at [ ] Village, [ ] Taluk, [ ] District (“Said Land”) *VIDE* sale deed(s) dated registered as documents no. at the office of the Sub-Registrar. The Owner and the Promoter have entered into a [collaboration/development/joint development] agreement dated [ ];

- B. The Promoter has formulated a scheme for developing the Said Land. The Said Land is earmarked for the purpose of building a [commercial/residential/any other purpose] project comprising of [ ] Towers having [ ] Blocks with [ ] Floors having [ ] with amenities and facilities (“Project”).
- C. The Promoter has obtained requisite sanctions, authorizations, consents, no objections, permissions and approvals from the appropriate authorities for

- construction and development of the Project vide Planning Permit No.[ ] dated [ ] issued by [ ] and Building Permit No.[ ] dated [ ] issued by [ ];
- D. The Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at [ ] on [ ] under registration No [ ].
- E. The Allottee has already scrutinized / verified all sanctions, authorizations, consents, no objections, permissions and approvals issued by the appropriate authorities and is satisfied with the title and statutory compliance with regards to the Project;
- F. The Allottee desirous of owning an apartment in the Project has entered into an Agreement for Sale with the Owner for purchase of [ ] square feet of undivided share of land in the Said Land, which is morefully described in Schedule B hereunder and secured the right to appoint Promoter to construct an apartment as per the scheme formulated by the Promoter;
- G. The Allottee has now applied for construction of an apartment in the Project vide application no.[ ] dated [ ] to the Promoter and the Promoter has agreed to construct and allot apartment no.[ ] having carpet area of [ ] square feet , type [ ], on [ ] floor in [tower/block/building] along with [ ] reserved car parking No.[ ] and proportionate share in the common area as, morefully described in Schedule B hereunder ('Apartment') to the Allottee.
- H. 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;
- I. The Parties have decided to reduce the terms and conditions mutually agreed upon into writing through these presents.

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

The Promoter and the Allottee mutually agree and covenant as follows:

1. ALLOTMENT:

The Promoter hereby agrees to construct, allot and deliver the Apartment, as per the specifications mentioned in the Annexure hereunder, to the Allottee at the cost of the Allottee.

2. CONSTRUCTION COSTS AND OTHER RELATED PAYMENTS:

- a. The *Construction Cost* for the Apartment based on the carpet area is Rs. [ ] (Rupees [ ] only). The *Construction Cost* includes the following

Block/Building/Tower Apartmentno.TypeFloor	no.	Amount

Rupees \_\_\_\_\_ only ("*Construction Cost*") (Give break up and description):

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

The Construction Cost above includes the booking amount paid by the Allottee to the Promoter towards the Apartment;

1. The Construction Cost above includes Taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, Service Tax, and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Promoter) up to the date of handing over the possession of the Apartment:
2. Provided that in case there is any change / modification in the *existing* taxes and any other new Taxes, the subsequent amount payable by the Allottee to the promoter shall be increased/reduced based on such change / modification.
3. The Promoter shall periodically intimate to the Allottee, the amount payable as stated in (1) above and the Allottee shall make payment within (-----) days from the date of such written intimation.
4. The Construction Cost is escalation-free, save and except increases, which the Allottee hereby agrees to pay, due to increase on account of development charges payable to the competent authority and/or any other increase in charges, which may be levied or imposed by the competent authority from time to time.
5. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/charges imposed by the competent authorities, the Promoter shall quote the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Allottee.
6. The Allottee(s) shall make the payment as per the payment plan set out in Schedule D ("Payment Plan"). The Allottee authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Promoter may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Promoter to adjust this payment in any manner.

❖ *In case maintenance of the project is done by the promoter after hand over, promoter shall be entitled to collect advance maintenance charges as mutually agreed with the Allottee/s*

7. a sum of Rs.[ ]/- (Rupees [ ] only) towards corpus fund, to be utilized for major expenditure in maintenance of the building and other infrastructural facilities and amenities in the Project shall be paid at the time of handing

over possession of the SCHEDULE “C” PROPERTY. The Promoter shall transfer this amount after deducting any expenses incurred, for the purpose of maintenance of the buildings; without interest to the agency to be appointed by them or the Association / Society to be formed by the Allottee.

3. MODE OF PAYMENT:

- (a) The Allottee has paid a sum of Rs.[ ]/- (Rupees [ ]only), to the Promoter vide Cheque No. [ ] dated [ ] drawn on [ ]Bank, [ ] Branch Chennai, as booking amount at the time of allotment of the Apartment;
- (b) The Allottee shall pay the balance consideration amount as per the schedule of payments detailed in the SCHEDULE– D hereunder;
- (c) The Allottee hereby undertake/s and assure/s that based on the stage intimation letters issued / to be issued by the Promoter to the Allottee, the above payments shall be made by the Allottee within the due date and without any further demand, as time for payment of the above said sums being the essence of the contract and the Allottee is fully informed by the Promoter that any default in payment of the above said amount would affect the completion of the Project;
- (d) All payments shall be made by Cheques or Demand Drafts or through RTGS. The date of credit of the amount into the account of the Promoter will be considered as the date of payment made by the Allottee and the delayed payment charges will become payable from the due date;
- (e) The Allottee shall not delay, withhold or postpone the payments due as mentioned in SCHEDULE-D, on whatever reason and in that event, Allottee shall be responsible for any consequential sufferance or damages and they shall adhere to clause 5(a)(1) mentioned herein.
- (f) The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act and Rules and Regulations made thereunder or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she shall be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time. The Promoter accepts no responsibility in this regard. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any under the

applicable laws. The Promoter shall not be responsible towards any third party making payment/remittances on behalf of any Allottee and such third party shall not have any right in the application/allotment of the said apartment applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee only.

4. PERIOD OF COMPLETION AND HANDING OVER OF POSSESSION:

- (a) The Promoter shall endeavor to complete the construction of the Apartment within [ ] months with grace period of [ ] months from the date of this Agreement. The Promoter agrees and understands that timely delivery of possession of the Apartment is the essence of the Agreement. The Promoter, based on the approved plans and specifications, assures to hand over possession of the Apartment as committed, unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project ("Force Majeure"). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Apartment, provided that such Force Majeure conditions are not of a nature, which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by the Promoter from the allotment within (---) days from that date of determination of impossibility of performance. After refund of the money paid by the Allottee, Allottee agrees that he/ she shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement
- (b) The Promoter, upon completion of construction of the Apartment shall intimate to the Allottee of the same at the last known address of the Allottee by letter and the Allottee shall take possession of the Apartment within (---)days of receipt of such intimation. The Promoter shall not be liable in any manner whatsoever, for failure of the Allottee to take over possession of the Apartment.
- (c) Upon receiving a written intimation from the Promoter as per clause 4 (b), the Allottee shall take possession of the Apartment 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 to the Allottee. In case the Allottee fails to take possession within the time provided in clause 4(b), such Allottee shall continue to be liable to pay maintenance charges as applicable
- (d) The Promoter shall hand over possession of the Apartment to the Allottee as committed subject to receipt of the entire consideration including the other payments as per Schedule D. It is made abundantly clear that the obligation of the Promoter to handover the Apartment to the Allottee does not arise until the Promoter receives the entire payment/s as mentioned in Schedule D



- (e) The Allottee shall not do or permit any agent / workers to carry out any work in the Apartment, until possession is handed over to the Allottee.

5. BREACH OF TERMS AND ITS REMEDY:

(a) Allottee'S COVENANT:

1. In the event of the Allottee failing to pay the aforesaid sums, in the manner provided in Schedule D or cancel/withdraw from the Project except for the default of the Promoter, then the Promoter at their discretion after due notice of (----) days to the Allottee is entitled to cancel this Agreement and re-allot the Apartment, to the another party and the Allottee shall thereafter have no right, interest or claim over the Apartment. Consequent to such termination, subject to deduction of the booking amount, the Promoter shall refund the monies collected from the Allottee within (----) days of such cancellation without interest, simultaneous to the Allottee executing necessary cancellation and registration of the Agreement and/or sale deed by the Allottee.
2. The Allottee hereby agrees that the assignment of the Allottee's right under this agreement to any third party is subject to the prior written permission of the Promoter and further agrees to pay to the Promoter an Assignment fee of [ ]% of Construction Cost ('Assignment Fee').
3. The Parties hereby confirm that this Agreement and the Agreement for Sale of even date entered into by the Allottee shall co-exist or co-terminate.
4. It is specifically agreed by the Allottee that the Allottee shall bear all statutory charges from the date of intimating the readiness of the Apartment for handover by the Promoter

(b) PROMOTER'S COVENANT:

Subject to the Force Majeure clause, the Promoter shall be considered to be on default, in the following events:

1. Promoter fails to provide ready to move in possession of the Apartment to the Allottee within the time period specified. For the purpose of this clause, 'ready to move in possession' shall mean that the apartment shall be in a habitable condition which is complete in all respects;
2. Discontinuance of the Promoter's business as a developer on account of suspension or revocation of his registration under the provisions of the Real Estate Regulatory Authority Act or the rules or regulations made there under;
3. In case of Default by Promoter under the conditions listed above, Allottee is entitled to the following:
  - (i) Stop making further payments to Promoter as demanded by the Promoter. If the Allottee stops making payments, the Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottee be required to make the next payment without any penal interest; or
  - (ii) The Allottee shall have the option of terminating the Agreement in which

case the Promoter shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the Apartment, along with interest at the rate specified in the Rules within (----)of receiving the termination notice, simultaneous to the execution of cancellation agreement and registration thereof, if required

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

6. MAINTENANCE OF COMMON AREAS AND AMENITIES IN THE PROJECT:

- (a) The Promoter shall provide essential maintenance services to common areas / amenities / facilities from the date of completion of the Project at reasonable cost, by themselves or through any other agency appointed by the Promoter.
- (b) The Parties may mutually agree to execute an independent maintenance agreement at the time of handover of the Apartment with the Promoter or nominated maintenance agency. The rights, duties and obligation of maintenance of the Common Areas and amenities provided in the Project may be captured in the said maintenance agreement ('Maintenance Agreement'). The Promoter shall deduct the monthly maintenance charges from the Maintenance Advance, if any collected.
- (c) Any capital expenditure for providing additional amenities shall be met out by the Promoter from and out of the Corpus Fund with the consent of the association of allottees.
- (d) The capital expenditure spent of the Corpus Fund shall be replenished by raising pro-rate demand and collection from each Allottee, if the Allottee defaults in making the proportionate Corpus Fund the Promoter shall be entitled to collect the prescribed interest for the due payments.
- (d) The Allottee along with the other allottees of the Project shall ensure that the owners welfare association is formed as per the provisions of the Tamil Nadu Apartment Ownership Act, 1994 ('Owners Association'). The Promoter shall render its co-operation and facilitate in formation of the Owners Association.
- (e) The Promoter shall render proper accounts to the Owners Association at the time of handover of the maintenance with respect to the spending from Advance Maintenance charges and Corpus Fund collected.
- (f) Subsequent to the taking over of maintenance by the Owners Association, the Allottee shall continue to pay the all costs, charges, expenses, relating to the management, maintenance and upkeep of common areas and common facilities / amenities including but not limited to Sewerage Treatment Plant/Effluent Treatment Plant, Water Treatment Plant, RO Plats Lifts, Motors, pumps, bio metric systems, dish antennas, net work cablings etc., etc., within the Project on pro-rata basis or in another manner as deem fit by the Association. The Promoter

shall not be liable for any shortcomings or deficiency thereof, in any manner whatsoever.

- (g) It is specifically agreed by the Allottee that the Allottee shall pay their pro-rata maintenance charges for the common areas, common amenities / facilities in the Project in time and without any delay and in the event of the Allottee's inability to pay the maintenance charges or any default or delay in payment of maintenance charges and deposits if any, the Allottee may be deprived of his/her/its/their rights to enjoy the common facilities and amenities. In addition to that, such defaults will be displayed in the notice board within the Project.

7. SANCTIONS AND APPROVALS:

- (a) The statutory approvals, including State and Central Government approvals/permissions including amendments / modifications / alterations, its departments, local bodies, authorities, Chennai Metropolitan Development Authority, Tamil Nadu Electricity Board, Corporation of Chennai, and all other concerned authorities, may mandate the Promoter to handover certain percentage of land to the statutory authorities concerned, as a condition for granting approval. The Promoter shall have absolute discretion to determine and identify the portion of the land to be handed over for complying with the terms and conditions of statutory approvals
- (b) The Promoter hereby covenants that the Project shall be constructed as per the approved building plan.
- (c) The Allottee is aware that the present plans sanctioned by the competent authority is valid for specific term, the promoter shall be responsible to get the approvals duly renewed, the Allottee hereby give their specific consent and empower the promoter to file necessary renewal application with the appropriate authority and to comply with any statutory requirement for such renewal.

9. DEFECTS LIABILITY:

The Promoter shall rectify any structural defects with respect to the Apartment (normal wear and tear is exempted), which shall not be as the result of any commission or omission of the Allottee, any damages caused due to the acts of god or natural calamities or fire accidents, any willful or accidental damages caused, any damages caused due to tampering *by the Allottee*, any product that has been installed by the Promoter brought to the notice of the Promoter within 5 years from the date of intimating the readiness to handover of the Apartment and thereafter no claim shall be entertained against the Promoter in respect of any alleged defective work in the Apartment and/or Project under any circumstances. The above liability of the Promoter shall be restricted only to rectify / repair the above defects and any consequential damages will not be covered under this Agreement. Structural defects shall not include plastering hairline crack. Third party warranty on products shall be governed by the terms and conditions provided by the manufacturer of the respective products.

10. LOANS AND FINANCIAL ASSISTANCES:

- (a) The original Sale Deed relating to the SCHEDULE "B" PROPERTY will be under the custody of the Promoter till such time all / last payment including cost of construction and extra amenities are paid / settled by the Allottee to the Promoter. However, if the Allottee prefers/s to avail loan, the original Sale Deed in respect of SCHEDULE "B" PROPERTY will be released directly to the mortgagee / Banks / Financial Institutions, after obtaining a commitment letter from the mortgagee / banks / financial institutions. The Promoter undertakes to furnish one set of photocopies of title deeds pertaining to the SCHEDULE "A" PROPERTY to the Allottee. In the event of foreclosure of the loan by the Allottee prior to handing over the SCHEDULE "C" PROPERTY by the Promoter to the Allottee, the Allottee shall hand over the original Sale Deed to the Promoter and the Promoter will have the custody of the documents till such time all / last payment including cost of construction and extra amenities are paid / settled by the Allottee to the Promoter
- (b) All the payments to be paid under this Agreement by the Allottee to the Promoter, apart from the loan amount, shall be paid directly by the Allottee to the Promoter;
- (c) All the loan amount/s, availed by the Allottee, shall be directly disbursed / released by the bank / financial institution to the Promoter and the same shall be treated as payments made on behalf of the Allottee;
- (d) Notwithstanding whether the loan is obtained or not, the Allottee shall still be liable to pay to the Promoter on the due dates the relevant installments and all other sums due under this Agreement and in the event, if there is any delay and or default is made in payment of such amount/s, the Allottee shall be liable for the consequences including payment of delayed payment charges on the outstanding payment as provided in this agreement.

11. RIGHTS AND DUTIES OF THE ALLOTTEE:

- (a) While the Allottee would have absolute and exclusive ownership / possession / enjoyment of the Apartment, after handing over, the Allottee's right, title and interest in the common areas shall be enjoyed in concurrence with other owners / residents of other apartments in the Project, who would be equally entitled to the common amenities / facilities / easements available in the Project, all costs of repairs / maintenance of which common enjoyments shall be shared by all the owners, including the Allottee as per the articles / regulations / bye-laws of the Association to be formed by all the apartment owners in the Project;
- (b) It is abundantly made clear that all the service lines, ducts, watercourses and other facilities passing through the Said Land shall be treated as common to all the owners, which shall be maintained by the Association. The owners of the apartments shall not object to the common services passing through their respective apartments and allow the service persons to do the maintenance services in the areas through which the services are passing through;
- (c) The Allottee shall adhere to the maintenance and usage guidelines provided by the Association to maintain harmonious community living and ensure that rights and enjoyment of other apartment owners are not affected;

- (d) The Allottee covenants not to make any alteration in the structure of the Apartment, which may affect directly or indirectly, the structural safety & stability and the aesthetic elevation of the building complex;
- (e) The Allottee or their tenants (Occupants) and/or Association shall not, at any time, encroach and carry on in the common areas or within the SCHEDULE "A" PROPERTY, any commercial trade or business or use it for storage of anything which is offensive in nature, hazardous or inflammable or is likely to be a nuisance or danger or diminish the value or the utility of the other portions of the building in the Project in occupation of the owners of other apartments or their successors in title and further shall not do or commit any activity which is unlawful and anti-social;
- (f) The Allottee shall either in his/her/its/their individual capacity or as a member of the Association / Society, after its formation, come to an understanding with the other owners of the apartment shall operate and maintain all the essential amenities like STP, RO, Genset, fire fighting equipments, elevator, piped gas, Rain water harvesting etc either individually or through the Association whenever required and in good running condition. It is the responsibility of the Allottee and or the Association to ensure proper assistance to the government officials concerned during periodical inspection.
- (g) The Allottee shall not either in his/her/its/their individual capacity or as a member of the Association, after its formation, come to an understanding with the other owners of the apartment to utilize the common areas for commercial purposes or for earning income from outsiders;
- (h) The Allottee agrees to sign from time to time all papers and documents and to do all things as the Promoter may require, for the effective completion of the construction and in matters connected with obtaining, erecting and providing the infrastructural facilities like water, sewerage, electricity, etc;
- (i) The Allottee shall not encroach upon the common areas;
- (j) The Allottee shall not decorate the exterior of the proposed buildings in the Project otherwise than in a manner agreed to by the majority of the apartment owners with the prior permission of the Association;
- (k) The Allottee shall not put up any temporary or permanent structure anywhere in the Project nor change the elevation of the proposed buildings;
- (l) The Allottee shall not make any alterations in the structural feature of the proposed building like R.C.C. Flooring, Roofing, columns and external walls during \ after completion, including the parking space allotted;
- (m) The Allottee shall use the Apartment only for residential purposes and not to use for any other purposes and for business prohibited by law;
- (n) The Allottee shall not cause any nuisance to the other occupants of proposed apartments in the Project;
- (o) The Allottee shall have no right to hinder the progress of construction of the residential apartment buildings in the Project or any part thereof under any circumstances whatsoever, and at whatever stage of construction;
- (p) The Allottee shall give all necessary support, assistance to the other apartment owners /Association. The supporting common walls and roofs and all common

areas of the buildings in the Project shall be maintained and repaired in common by all the owners of the apartments in the Project;

- (q) The Allottee shall park their cars / vehicles only at the specific car parking space allotted to the Allottee and not at any other place around the building and shall use the Car Parking space only for parking their vehicles and shall not use the parking space for other purposes including storage of materials;

12. RIGHTS AND DUTIES OF THE PROMOTER:

- (a) The Promoter undertakes to develop the Project with good workmanship using standard materials, through its own labour, materials, tools, machineries and other equipment for the purpose of construction, or by appointing contractors / sub – contractors, engineers and supervisors at their choice and to take steps to complete the SCHEDULE “C” PROPERTY within the time stipulated for completion of the same;
- (b) The Promoter shall be responsible and liable to pay the land tax in respect of the Said Land up to the date of execution and registration of Sale Deed in respect of SCHEDULE “B” PROPERTY or delivery of possession of the SCHEDULE “C” PROPERTY to the Allottee, whichever is earlier. From the date of intimating the readiness to hand over possession, the Allottee is solely responsible and liable for property tax and other relevant taxes / charges and duties to the respective authorities with respect to the SCHEDULE “B & C” PROPERTY;
- (c) The Promoter will provide only electrical points. The cost of all electrical fixtures and consumables like bulbs, fans, fittings etc., will be borne by the Allottee;

14. NAME OF THE PROJECT:

The Project to be developed by the Promoter in the SCHEDULE “A” PROPERTY is named as [ ], which shall not be changed / altered by the Allottee at any point of time. The Promoter is expressly permitted to display, at all times, the name and logo of the Project along with the name of the Promoter or their group companies, upon the Project in such location and in the style and format of the Promoter’s choice. The Promoter shall have exclusive proprietary and other rights, title and interest on such name.

15. RIGHT TO ENTER THE APARTMENT FOR REPAIRS

The Promoter / maintenance agency /association of allottees shall have rights of unrestricted access of all Common Areas, garages/closed parking’s and parking spaces for providing necessary maintenance services and the Allottee agrees to permit the association of allottees and/or maintenance agency to enter into the Apartment 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.

16. USAGE

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

uses as per sanctioned plans. The Allottee shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the association of allottees formed by the Allottees for rendering maintenance services.

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

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

18. **ADDITIONAL CONSTRUCTIONS**

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

19. **APARTMENT OWNERSHIP ACT**

The Promoter has assured the allottees that the project in its entirety is in accordance with the provisions of the Tamil Nadu Apartment ownership Act, 1994 and Allottee shall comply with the compliance as required under the Apartment Ownership Act.

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 ON Allottee / SUBSEQUENT ALLOTTEES**

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

23 **WAIVER NOT A LIMITATION TO ENFORCE**

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

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

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

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

Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee(s) in Project, the same shall be the proportion which the carpet area of the Apartment 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 complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, in \_\_\_\_\_ after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at \_\_\_\_\_.

28. NOTICES

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

\_\_\_\_\_ (Name of Allottee)

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

M/s \_\_\_\_\_ (Promoter name)

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

It shall be the duty of the Allottee and the promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at



the above address shall be deemed to have been received by the promoter or the Allottee, as the case may be.

29 JOINT ALLOTTEES

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

30 GOVERNING LAW

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

31 DISPUTE RESOLUTION

All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled through the adjudicating officer appointed under the Act. [*Please insert any other terms and conditions as per the contractual understanding between the parties, however, please ensure that such additional terms and conditions are not in derogation of or inconsistent with the terms and conditions set out above or the Act and the Rules and Regulations made thereunder.*]

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

**SCHEDULE - A**

(Description of the Total Land)

“All that piece and parcel of vacant lands measuring an total extent of [ ] Sq.Ft in which [ ] Sq.Ft., of land has been gifted to *appropriate Authority* and remaining extent of [ ] Sq.Ft, situated at -----, comprised in - New Survey Nos[ ] [ ]Village, [ ] Taluk, [ ] District, Tamil Nadu, being bounded on the  
 North By : [ ]  
 South By : [ ]  
 East By : [ ]  
 West By : [ ]  
 and situate in the Sub-Registration District of -----, in the Registration District of -----”.

**SCHEDULE - B**

(Description of undivided share of land hereby agreed to be conveyed to the Allottee) [ ]square feet undivided share of land in the SCHEDULE “A” PROPERTY”

SCHEDULE "C"

(Description of Apartment)

"Apartment Bearing No.[ ], having carpet area of [ ] square feet, in the [ ]Floor of Block No.[ ] in Tower No.[ ], in the residential apartment complex known as

SCHEDULE "D"

(Schedule of Payment)

Schedule of payments to be paid by the Allottee to the Promoter for construction and delivery of the SCHEDULE "C" PROPERTY:

Sl. No.	Period of payment	Percentage
1		
2		

ANNEXURE

(Features of the Apartment)

STRUCTURE:

IN WITNESS WHEREOF THE PARTIES HERETO HAVE SET THEIR HANDS AND SIGNED THEIR NAMES ON THIS CONSTRUCTION AGREEMENT ON \_\_\_\_\_ DAY OF \_\_\_\_\_

Allottee

Promoter

WITNESSES:

- 1.
- 2.

DRAFTED BY

//True Copy//

*G-m 22/6/17*  
**SECTION OFFICER**  
*[Signature]*