

പതിനാലാം കേരള നിയമസഭ
പതിനാറാം സമ്മേളനം

നക്ഷത്ര ചിഹ്നമിട്ട
ചോദ്യം നം. 284

08.11.2019 ൽ മറുപടിയ്ക്ക്

റിയൽ എസ്റ്റേറ്റ് റെഗുലേറ്ററി അതോറിറ്റി

ചോദ്യം

ഉത്തരം

ശ്രീ. പി. കെ. അബ്ദുറബ്ബ്
ഡോ. എം. കെ. മുനീർ
ശ്രീ. ടി. വി. ഇബ്രാഹിം

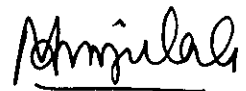
ശ്രീ. എ.സി.മൊയ്തീൻ
(തദ്ദേശ സ്വയംഭരണ വകുപ്പ് മന്ത്രി)

എ) റിയൽ എസ്റ്റേറ്റ് മേഖലയിൽ നിലനിൽക്കുന്ന ആശാസ്യ മല്ലാത്ത നടപടികൾ അവസാനിപ്പിക്കുന്നതിനും അനധികൃത ഇടപാടുകളും നിർമ്മാണ പ്രവൃത്തികളും തടയുന്നതിനും സംസ്ഥാനത്ത് റിയൽ എസ്റ്റേറ്റ് റെഗുലേറ്ററി അതോറിറ്റി പ്രവർത്തനം ആരംഭിച്ചിട്ടുണ്ടോ;

എ) 05.10.2019-ലെ ജി.ഒ.(പി) നം.65/2019/തസ്വഭവ, ജി.ഒ.(പി) നം. 66/2019/തസ്വഭവ (യഥാക്രമം എസ്.ആർ.ഒ. നം. 724/2019, 726/2019 തീയതി, 09.10.2019) പ്രകാരം സംസ്ഥാനത്ത് റിയൽ എസ്റ്റേറ്റ് റെഗുലേറ്ററി അതോറിറ്റി രൂപീകരിക്കുകയും അതോറിറ്റി നിലവിൽ നമ്പൻകോട് സ്വരാജ് ഭവനിൽ പ്രവർത്തനം ആരംഭിക്കുകയും ചെയ്തിട്ടുണ്ട്.

ബി) അതോറിറ്റിയുടെ പ്രവർത്തനത്തിനാവശ്യമായ ചട്ടങ്ങളും നിയമങ്ങളും ഉണ്ടാക്കിയിട്ടുണ്ടോ; എങ്കിൽ വിശദാംശം അറിയിക്കുമോ?

ഉണ്ട്. 25.03.2016 - ൽ റിയൽ എസ്റ്റേറ്റ് (നിയന്ത്രണവും വികസനവും) നിയമം, 2016 (Central Act 16 of 2016) പ്രാബല്യത്തിൽ വന്നു. കേന്ദ്ര നിയമത്തിൽ അനുശാസിക്കും പ്രകാരം കേരള റിയൽ എസ്റ്റേറ്റ് (റെഗുലേഷൻ & ഡെവലപ്മെന്റ്) റൂൾസ്, 2018 18.06.2018-ലെ ജി.ഒ.(പി) നം. 46/2018/ തസ്വദവ ഉത്തരവ് പ്രകാരം എസ്.ആർ.ഒ. നം.419/2018 ആയി വിജ്ഞാപനം ചെയ്തിട്ടുണ്ട്. പ്രസ്തുത ചട്ടത്തിന്റെ പകർപ്പ് അനുബന്ധമായി ചേർത്തിട്ടുണ്ട്.



സെക്ഷൻ ഓഫീസർ

കേരള സർക്കാർ
Government of Kerala
2018



Regn. No. KERBIL/2012/45073
dated 5-9-2012 with RNI
Reg. No. KL/TV(N)/634/2018-20

കേരള ഗസറ്റ് KERALA GAZETTE

അസാധാരണ
EXTRAORDINARY

ആധികാരികമായി പ്രസിദ്ധപ്പെടുത്തുന്നത്
PUBLISHED BY AUTHORITY

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GOVERNMENT OF KERALA

Local Self Government (RD) Department

NOTIFICATION

G. O. (P) No. 46/2018/LSGD.

Dated, Thiruvananthapuram, 18th June 2018
4th Mithunam 1193.

S. R. O. No. 419/2018.—In exercise of the powers conferred by section 84 of the Real Estate (Regulation and Development) Act, 2016 (Central Act 16 of 2016) the Government of Kerala, hereby makes the following rules, namely:—

CHAPTER I

PRELIMINARY

1. *Short title, applicability and commencement.*—(1) These rules may be called the "Kerala Real Estate (Regulation and Development) Rules, 2018".
- (2) These rules shall be applicable to whole State of Kerala.
- (3) They shall come into force at once.

2. Definitions.—(1) 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) "Annexure" means an annexure appended to these rules;
- (c) "Authenticated copy" shall mean a self-attested copy of any document required to be provided by any person under these rules;
- (d) "Authority" means the Real Estate Regulatory Authority established by the Government of Kerala under sub-section (1) of section (20) of the Act;
- (e) "Form" means a form appended to these rules;
- (f) "Government" means the Government of Kerala;
- (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) "Permit" means a permission or authorisation in writing by the Secretary of the Local authority concerned to carry out the work;
- (i) "Project land" means any parcel or parcels of land on which the project is or proposed to be developed and constructed by a promoter;
- (j) "Section" means section of the Act.
- (k) "Selection Committee" means the Selection Committee constituted under Section 22 of the Act in accordance with these rules.

(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. Registration of Real Estate Projects with Authority.—(1) The promoter shall make an application as referred to in sub-section (1) of section 4 of the Act in Form "A" to the Authority for Registration of the real estate project for which all the Statutory Approvals and permits have been obtained on or after the date of notification of commencement of section 3 of the Act and displaying it on the Website of Real Estate Regulatory Authority in such manner prescribed by these regulations.

(2) In the case of ongoing projects on the commencements of Section 3 of the Act and for which the occupancy certificate has not been issued, the promoter shall make an application in Form "A1" to the Authority for Registration of the said project.

(3) The application for registration referred to in sub-rule (1) and (2) 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.

(4) The promoter shall pay a registration fee at the time of application for registration by way of a demand draft drawn on any scheduled bank as directed by the authority,

(a) in the case of plot for a sum calculated at the rate of Rupees Ten per square meter of plot area.

(b) in the case of building, for a sum of,—

(i) Rupees Twenty Five per square meter of total floor area for all residential projects for which application is made in Form 'A-1' as per sub-rule (2) of rule 3.

(ii) Rupees Fifty per square meter of total floor area for all residential projects for which application is made in Form 'A' as per sub-rule (2) of rule 3.

(iii) Rupees Hundred per square meter of total floor area for commercial or any other projects.

(c) for a real estate project involving only development of land into plots without any construction of buildings, the registration fee shall be as provided in clause (a) of sub-rule (4) to be paid along with the application.

(d) for a project involving construction and sale of building, the total registration fee for the project shall be the sum of registration fee for plot and registration fee for buildings as computed as provided in clause (a) and (b) of sub-rules 4.

(e) floor area as per these rules shall be, the total floor area as specified in the permit issued by the competent authority.

(5) The promoter shall enclose along with the application form the documents as specified in sub-section (2) of section 4 of the Act.

(6) The declaration to be submitted under clause (i) of sub-section (2) of section 4 of the Act, shall be as per Form 'B', which shall include a declaration stating the details as mentioned in sub-clause (A) to (F) of clause (i) of sub-section (2) of section 4 of the Act.

(7) In case the promoter applies for withdrawal of application for registration of the project before the expiry of the period of 30 days provided under sub-section (1) of section 4, registration fee to the extent of ten per cent paid under sub-rules (3) above, or Rupees Fifty Thousand, whichever is more, shall be retained as processing fee by the regulatory authority and the remaining amount shall be refunded to the promoter within thirty days from the date of such withdrawal.

4. *Additional information and documents to be furnished by the promoter along with the application for registration of project.*—(1) The promoter shall furnish the following additional information and documents, along with those specified under the relevant sections of the Act, along with the application for registration of the real estate project with the authority, namely:—

- (a) authenticated copy of the PAN card of the promoter;
- (b) audited balance sheet of the promoter for the preceding financial year and income tax returns of the promoter for three preceding financial years;
- (c) the number of parking areas available in the said real estate project;
- (d) copy of the legal title deed showing the title of the promoter to the land on development is proposed to be developed along with legally valid documents with authentication of such title, if such land is owned by another person;
- (e) the details of encumbrances on the land on which development is proposed including any rights, title, interest or name of any party in or over such land along with details;
- (f) where the promoter is not the owner of the land on which development is proposed, details of the consent of the owner of the land along with a copy of the collaboration agreement, development agreement, joint development agreement or any other agreement, as the case may be, 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;
- (g) such other information and documents, as specified in the 'Form A' or 'Form A-1' as the case may be;
- (h) such other information and documents, as may be specified by regulations made by the authority.

5. *Disclosure by promoters of existing projects.*—(1) Upon the notification for commencement of sub-section (1) of section 3, promoters of all ongoing projects which have not received occupancy certificate shall, within the time specified in the said sub-section, make an application to the Authority in the form and manner provided in sub-rule (2) of rule 3.

(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 plot development the promoter shall disclose the area of the plot being sold to the allottees.

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

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

7. *Grant or rejection of registration of the project.*—(1) Upon the registration of a project as per section 5 read with rule 3, 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 as per section 5 the authority shall inform the applicant in Form 'D':

Provided that if the application is incomplete in any respect, the authority may at its discretion, direct the promoter to rectify such application within a period of fifteen days or any such period as deemed fit to the authority, before rejecting the application as per section 5 and rule (2) above.

8. *Extension of registration of the project.*—(1) The registration granted under section 5 of the Act may be extended as per 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 expiry of the registration granted.

(2) The application for extension of registration shall be accompanied with a demand draft drawn on any scheduled bank, for an amount equivalent to half the registration fee as prescribed under sub-rule (4) of rule 3 along with an explanatory note setting out the reasons for delay in the completion of the project and the need for extension of registration for the project, along with documents supporting such reasons:

Provided that where extension of registration is due to *force majeure* the authority may at its discretion waive the fee for extension of registration fully or by part.

(3) Extension of registration of the project for such time as it considers necessary which shall, in aggregate, not exceed a period of one year.

(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 per second proviso of section 6, inform the promoter about the same in Form 'D'.

9. *Revocation of registration of the project.*—(1) Upon the revocation of registration of a project as per section 7 of the Act the authority shall inform the promoter about such revocation in Form 'D'.

(2) Upon the lapse of registration or on revocation of the registration under the Act, Authority shall take necessary action as specified in section 7 and 8 of the Act.

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

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

CHAPTER III

REAL ESTATE AGENT

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

- (a) details of his enterprise including its name, registered address, type of enterprise (proprietorship, societies, partnership, companies etc.);
- (b) particulars of registration including the bye-laws, memorandum of association, articles of association etc. as the case may be;
- (c) photograph of the real estate agent being an individual and the photograph of the partners, directors etc. in case of other entities;
- (d) authenticated copy of the PAN card;
- (e) income tax returns filed under the provisions of the Income Tax Act, 1961 (Central Act 43 of 1961) for three financial years preceding the application or in case the applicant was exempted from filing returns under the provisions of the Income Tax Act, 1961 (Central Act 43 of 1961) for any of the three year preceding the application, a declaration to such effect;
- (f) authenticated copy of the address proof of the place of business; and
- (g) such other information and documents, as may be specified by regulations;
- (h) such other information as may be required in Form "G" of these rules.

(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 only in case of the applicant being an individual; or Rupees Two Lakh Fifty Thousand only in case of the applicant being anyone other than an individual.

12. Grant of Registration to the real estate agent.—(1) On receipt of the application as per sub-section (2) of section 9 of the Act read with rule 11, the Authority shall within a period of thirty days either grant registration to the real estate agent or reject the application, as the case may be:

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

(2) Upon the registration of a real estate agent as per section 9 read with Rule 10, the Regulatory Authority shall issue a registration certificate with a registration number as per Form H to the real estate agent.

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

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

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

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

(3) The real estate agent shall also submit all the updated documents set out in clauses (a) to (f) of rule 10 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 in the matter.

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

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

14. *Revocation of registration of real estate agent.*—The Authority may, due to 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.*—(1) 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).

(2) The agent shall also maintain such books and records as specified by the regulations issued by the authority.

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 fulfill their respective obligations at the time of booking and sale of any plot, apartment or building, as the case may be.

CHAPTER IV

DETAILS TO BE PUBLISHED ON THE WEBSITE OF THE AUTHORITY

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

(a) details of the promoter including the following:

(i) promoter or Group Profile—

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

entity including its name, registered address, type of enterprise (proprietorship, societies, limited liability partnership, partnership, companies etc.);

(B) details of promoter up to 5 years including details of projects launched by the promoter in the past and in case of a newly incorporated or registered entity projects launched by the parent entity, other relevant experience or details as authority finds appropriate etc.

(C) name, address, contact details and photograph of the promoter in case an individual and the name, address, contact details and photograph of the chairman, directors, partners, as the case may be and that of the authorised persons.

(ii) track record of the promoter:

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

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

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

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

(E) details and profile of ongoing and completed projects for the last 5 years as provided under clause (b) of sub-section (2) of section 4.

(iii) litigations: Details of past or ongoing litigations in relation to the real estate project.

(iv) website:

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

(B) web link to the project website.

(b) details of the real estate project including the following:

(i) advertisement and prospects issued in regard to this project

(ii) compliance and registration:—

(A) web link to the developer or group website; authenticated copy of the approval(s) from the competent authority as provided under clause (c) of sub-section (2) of section 4;

(B) the sanctioned plan, layout plan and specifications of the project or the phase thereof, and the whole project as sanctioned by the competent authority as provided under clause (d) of sub-section (2) of section 4;

(C) details of the registration granted by the Authority.

(iii) apartment and garage related details:

(A) details of the number, type, carpet area, area of exclusive balcony or verandah, area of exclusive open terrace, share of common area, floor area etc. of each apartments for sale in the project as provided under clause (h) of sub-section (2) of section 4;

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

(C) details of the number of open parking areas available in the real estate project.

(iv) registered agents: Names and addresses of real estate agents as provided under clause (j) of sub-section (2) of section 4.

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

(A) name and address of the firm

(B) names of promoters

(C) year of establishment

(D) names and profile of key projects completed

(vi) 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;

(vii) development plan:

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

(B) amenities: A detailed note explaining the salient features of the proposed project including access to the project, design for electric supply including street lighting, water supply arrangements and site for disposal and treatment of storm and sullage water, any other facilities and amenities or public health services proposed to be provided in the project;

(C) 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) the 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 seven days from the expiry of each quarter:
 - (i) list of number and types of apartments or plots, as the case may be booked;
 - (ii) list of number of garages/covered parking 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 approval
 - (A) approval received;
 - (B) approvals applied and expected date of receipt;
 - (C) approvals to be applied and date planned for application;
 - (D) modifications, amendment or revisions, if any, issued by the competent authority with regard to any license, permit or approval for the project.
 - (E) details of application for occupancy certificate or completion certificate submitted to the competent authority including date of submission and expected date of clearance.
- (e) downloads to be provided in the website:
 - (i) approvals:
 - (A) no objection certificates as applicable or declaration to the effect that such No Objection Certificate is not required.
 - (i) consent to Establish and operate;
 - (ii) environmental Clearance;
 - (iii) fire NOC;
 - (iv) permission from Water and Sewerage department;
 - (v) height clearance from Airport Authority of India;
 - (vi) such other approvals as may be required and obtained for the project.

- (B) authenticated copy of the license or land use permission, building sanction plan and other relevant order(s) from the competent authority obtained in accordance with the laws applicable for the project, and where the project is proposed to be developed in phases, an authenticated copy of the license or land use permission, building sanction plan and building permit for each of such phases;
- (C) authenticated copy of the site plan or site map showing the location of the project land along with names of revenue estates, village and block details, survey numbers, and area of each parcels of the project land;
- (D) authenticated copy of the layout plan of the project or the phase thereof, and also the layout plan of the whole project as sanctioned by the competent authority;
- (E) floor plans for each tower and block including clubhouse, amenities and common areas;
- (F) any other permission, approval or licence that may be required under applicable law;
- (G) authenticated copy of occupancy certificate including its application.

(ii) legal Documents:

- (A) details including the pro forma of the application form, allotment letter, agreement for sale and the conveyance deed;
- (B) authenticated copy of the legal title deed reflecting the title of the promoter to the land on which development is proposed to be developed along with legally valid documents with authentication of such title, if such land is owned by another person;
- (C) land Title Search Report from an Advocate having experience of at least ten years in land related matters;
- (D) details of encumbrances on the land on which development is proposed including any rights, title, interest or name of any party in or over such land along with details or no encumbrance certificate from an advocate having experience of at-least ten years in land related matters;
- (E) where the promoter is not the owner of the land on which development is proposed, details of the consent of the owner of the land along with a copy of the collaboration agreement, development agreement, joint development agreement or any other agreement, as the case may be, entered into between the promoter and such owner and copies of title another documents reflecting the title of such owner on the land proposed to be developed;
- (F) sanction letters:
 - (i) from banks for construction finance;
 - (ii) from banks for home loan tie-ups.

- (f) details: Contact address, contact numbers and email-ids of the promoter, other officials and consultants handling the project;
 - (g) such other information or documents as may be deemed appropriate by the authority for the benefit of the allottees and prospective buyers including any documents or forms submitted by the promoter;
 - (h) such other documents or information as may be specified by the Act or the rules and regulations made thereunder;
- (2) For the purpose of clause (c) of section 34, the authority shall maintain a database and ensure that the information specified therein shall be made available on its website in respect of each project revoked or penalised, as the case may be;
- (3) For the purpose of clause (d) of section 34, the authority shall ensure that the following information shall be made available on its website in respect of each real estate agent registered with it or whose application for registration has been rejected or revoked:
- (a) for real estate agents registered with the Authority:
 - (i) registration number and the period of validity of the registration of the real estate agent with the authority;
 - (ii) brief details of his enterprise (in case of agents other than individuals) including its name, registered address, type of enterprise (proprietorship, societies, partnership, companies etc.);
 - (iii) particulars of registration (in case of agents other than individuals) 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 agents other than individuals;
 - (v) authenticated copy of the PAN Card
 - (vi) income tax returns filed under the provisions of the Income Tax Act, 1961 (Central Act 43 of 1961) for three financial years preceding the application or in case the applicant was exempted from filing returns under the provisions of the Income Tax Act, 1961 for any of the three year preceding the application, a declaration to such effect;
 - (vii) authenticated Copy of address proof of the place of business and the contact address, contact numbers and email-ids of the real estate agent and other officials responsible.
 - (b) in case of applicants whose application for registration as a real estate agent have been rejected or real estate agents whose registration has been revoked by the authority:
 - (i) registration number and the period of validity of the registration of the real estate agent with the regulatory 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.
- (d) such other information or documents as may be deemed appropriate by the authority for the benefit of the public including any documents or forms submitted by the real estate agent.
- (4) The authenticity of the details or documents which are submitted by the promoter or real estate agent and uploaded in the website or which are uploaded in the website by the promoter or the real estate agent shall be the sole responsibility of the promoter or the real estate agent as the case may be and the promoter or the real estate agent shall as the case may be ensure correctness of the same in all respects at all given times.
- (5) Any subsequent change in any of the details made available in the website shall be immediately brought to the notice of the authority by the concerned promoter or real estate agent as the case may be.
- (6) 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:

Provided that till such time the website of the authority is fully functional, the authority may maintain the above documents or records at the office of the authority and further make available the same in the website as and when the website is completely operational.

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.*—(1) The annual 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's Benchmark Prime Lending Rate plus two per cent and shall be computed as simple interest.

(2) In case of payment from the promoter due to the allottee, the interest on amount due shall be computed at the rate as per sub-rule (1) above from the agreed date of payment of such amount from the allottee to the promoter as per the agreed payment schedule as part of the agreement of construction or sale.

(3) In case of payment from the allottee to the promoter, the interest on amount due shall be computed at the rate as per sub-rule (1) above from the agreed date of payment of such amount from the allottee to the promoter as per the agreed payment schedule as part of the agreement of construction or sale.

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

CHAPTER VI

REAL ESTATE REGULATORY AUTHORITY

20. *Manner of selection of Chairperson and Members of the Authority.*—(1) As and when vacancies of Chairperson or a Member in the regulatory 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, as per the provisions of Section 21 of the Act.

(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 to suggest a panel of names possessing the requisite qualification and experience and suitable for being considered for appointment as Chairperson or Member of the Regulatory Authority from the panel of names suggested by a Search Committee.

(3) A Search Committee may be constituted by the selection committee to suggest a panel of names possessing the requisite qualification and experience and suitable for being considered for appointment as Chairperson or Member of the Authority.

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

(5) The Selection Committee shall make its recommendation to the Government of Kerala within a period of thirty days from the date of reference made under sub-rule (3).

(6) 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 regulatory authority.*—(1) (a) The Chairperson and whole-time Members of the Authority shall be paid such salary and allowances as may be fixed by the Government. However if the Chairperson or a Member so appointed is or was in the service of the State Government or Central Government or any authority thereunder, he shall be paid a monthly salary equivalent to the drawn salary at the post held by such person, prior to his appointment as Chairperson or a Member, as the case may be, of the Authority:

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

(b) 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.

(c) the Government may review and enhance the salary of Chairperson and Members periodically as deemed fit by the Government.

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

(3) The other allowances and conditions of service of the Chairperson and the whole time Members shall be as per the usual terms and conditions of the Kerala Government Service and as per notifications issued by the Government from time to time.

22. Administrative powers of the Chairperson of the Authority. (1) The administrative powers of the Chairperson of the Authority shall include making decisions with regard to the following and the Chairperson shall have full administrative powers in the following matters:

- (a) officiating against sanctioned posts;
- (b) all matters regarding disbursement of wages and salaries, other emoluments to the chairman, members, officers and staff of the authority;
- (c) acceptance of resignations by officer or employee engaged on contract basis or on daily wages;
- (d) all matters with regard to raising of public awareness regarding the provisions of the authority through any electronic, audio, visual, print or social media including issue of advertisements, press conferences, press release and all such measures which may be deemed necessary for the benefit of the public;
- (e) all purchases of office infrastructure including computers, peripherals, other appliances, stationery, furniture etc., which are essential for the functioning of the authority;
- (f) all matters with regard to works undertaken at the office of the authority including office furnishings, partitioning, other improvement works etc.;
- (g) all matters with regard to taking up or conducting any studies or research activities in any stream or subject, which are intended for the improvement, development or refinement of the real estate sector or related sectors including engaging of consultants for such studies, deputing officers for such studies, sanctioning of all expenditures concerned with such studies etc.;
- (h) authorization of tours to be undertaken by chairman, members, officers and staff of the authority;
- (i) all matters in relation to reimbursement of medical claims;
- (j) all matters in relation to grant or rejection of leaves;
- (k) permission for short term or long term hiring of vehicles for official use;
- (l) nominations for attending workshops, seminars, conferences and training programmes in India or abroad and allowance to be granted for the same;
- (m) permission for invitation of guests to carry out training courses;
- (n) All matters pertaining to staff welfare expenses;
- (o) sanction scrapping or write-off of capital assets which due to normal wear and tear have become unserviceable or are considered beyond economical repairs;

- (p) all matters relating to disciplinary action against any Member, officer or employee;
- (q) all matters with regard to the administration of "Real Estate Regulatory Fund" created as per sub-section (1) of section 75; with the approval of the committee constituted to administer such fund as per sub-section (3) of section 75 including the powers to keep the fund in any appropriate account(s) such as treasury savings bank or any scheduled bank in public sector;
- (r) powers to delegate any of the above mentioned powers to any member or officer of the regulatory authority as the chairperson may deem fit;
- (s) all matters pertaining to staff strength, wages and salaries structures, emoluments, perquisites and personnel policies;
- (t) all matters pertaining to creation and abolition of posts;
- (u) all matters pertaining to appointments, promotions and confirmation for all regular employees;
- (v) acceptance of resignations by any Member, officer or employee;
- (w) purchase of new vehicles for the authority;
- (x) any other powers that may be required for the efficient functioning of the Authority and enforcement of the provisions of the Act, Rules and Regulations.

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 regulatory 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:

- (a) shall be paid a monthly honorarium as may be determined by the Government of Kerala from time to time;
- (b) the consultant or expert shall not be deemed to be regular members of the staff borne on the establishment of the Authority;
- (c) the consultant or expert may be appointed for a tenure of one year, extendable on year;
- (d) the terms of their appointment may be terminated by the Authority by serving one month's notice.

(3) 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.

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

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

25. Additional powers of the Authority.—(1) In addition to the matters specified in clauses (i) to (iii) of sub-section (2) of section 35 of the Act the authority shall have the powers as vested in sub-section (2) of section 35 in the following matters,—

- (a) require the promoter, allottee or real estate agent to furnish in writing such information or explanation or produce such documents within such reasonable time, as it may deem necessary;
- (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, 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) On receipt of the application in prescribed form and complete in all respects under section 4 read with rule 3 for registration of a project, the Authority may review the documents submitted along with the application under rule 3 and enquire, *inter alia*, into the following matters and such other matters, as it may consider necessary, prior to grant of registration within the time prescribed under sub-section (1) of section 5, namely,—

- (a) the nature of rights and interest of the promoter to the land which is proposed to be developed;
- (b) extent and location of area of land proposed to be developed;
- (c) layout plan of the project;
- (d) financial, technical and managerial capacity of the promoter to develop the project;
- (e) plan regarding the development works to be executed in the project; and
- (f) conformity of development of the project with neighbouring areas.

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

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

- (c) recovered the amounts paid as penalty, fine or compensation from the allottees of the relevant real estate project or any other real estate project.

26. *Manner of recovery of interest, penalty and compensation.*—Subject to the provisions of sub-section (1) of section 40, the recovery of the amounts due as arrears of land revenue shall be carried out as per the provisions of Revenue Recovery Act, 1968 (Act 15 of 1968).

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, every order passed by the adjudicating officer, authority or Appellate Tribunal, as the case may be, under the Act or the rules and regulations made thereunder, shall be enforced by the adjudicating officer, Authority or the Appellate Tribunal in the same manner as if it were a decree or order made by the principal Civil Court in a suit pending therein and it shall be lawful for the adjudicating officer, regulatory authority or Appellate Tribunal, as the case may be, in the event of its inability to execute the order, send such order to the principal Civil Court, to execute such order either within the local limits of whose jurisdiction the real estate project is located or in the principal Civil Court within the local limits of whose jurisdiction the person against whom the order is being issued, actually and voluntarily resides, or carries on business, or personally works for gain.

CHAPTER VII

REAL ESTATE APPELLATE TRIBUNAL

28. *Form for filing Appeal and the fees payable.*—(1) Every appeal filed under sub-section (1) of section 44 shall be accompanied by a fee of "Rupees One Thousand" in the form of a demand draft drawn on a nationalized bank in favour of the Appellate Tribunal or as specified by the regulations or orders issued by the authority or appellate tribunal and payable at such station where the seat of the said Appellate Tribunal is situated or.

(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.

29. *Manner of selection of members of the Appellate Tribunal.*—(1) As and when vacancies of a Member (Judicial Member and Technical or Administrative 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.

30. *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 of Kerala, from time to time.

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

(3) The other allowances and conditions of service of the Chairperson and the whole time Member shall be as per the usual terms and conditions of the Kerala Government Service and as per notification issued by the Government of Kerala from time to time.

31. *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 in case of a Chairperson or Member of the authority or as specified under sub-section (1) of section 49 in case of a Chairperson or Member of the Appellate Tribunal, 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 regulatory 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.

(3) The Government shall forward to the Judge, copies of,—

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

(b) material documents relevant to the inquiry.

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

(5) Where it is alleged that the Chairperson or Member of the Appellate Tribunal is unable to discharge the duties of his office efficiently due to any physical or mental incapacity and the allegation is denied, the Judge may arrange for the medical examination of the Chairperson or Member of the Appellate Tribunal.

(6) After the conclusion of the investigation, the Judge shall submit his report to the 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 to either remove or not to remove the Chairperson or Member of the regulatory authority or Appellate Tribunal, as the case may be.

32. 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.

33. Additional powers of the Appellate Tribunal.—In addition to the matters specified in clauses (a) to (f) of sub-section (4) of section 53 the appellate tribunal shall have the powers as vested in sub-section (4) of section 53 to call upon such experts or consultants from the fields of economics, commerce, accountancy, real estate, competition, construction, architecture or engineering or from any other discipline as it deems necessary, to assist the Appellate Tribunal in the conduct of any inquiry or proceedings before it.

34. The administrative powers of the Chairperson of the Appellate Tribunal.—The administrative powers of the Chairperson of the Appellate Tribunal shall include making decisions with regard to the following and the Chairperson shall have full administrative powers in the following matters:

- (a) officiating against sanctioned posts;
- (b) all matters regarding disbursement of wages and salaries, other emoluments to the members, officers and staff of the Appellate Tribunal;
- (c) all matters with regard to selection and posting of officers and staff on contract basis or on daily wages against such sanctioned posts;
- (d) acceptance of resignations by any member officer or employee;
- (e) purchase of office infrastructure including computers, peripherals, other appliances, stationery, furniture etc., which are essential for the functioning of the Appellate Tribunal;
- (f) all matters with regard to works undertaken at the office of the Appellate Tribunal including office furnishings, partitioning, other improvement works etc.;
- (g) authorization of tours to be undertaken by any Member, officer or employee within and outside India and allowance to be granted for the same;
- (h) all matters in relation to reimbursement of medical claims;
- (i) all matters in relation to grant or rejection of leaves;
- (j) permission for long-term and short-term hiring of vehicles for official use;
- (k) nominations for attending seminars, conferences and training courses in India or abroad and allowance to be granted for the same;
- (l) permission for invitation of guests to carry out training course;
- (m) all matters pertaining to staff welfare expenses;
- (n) sanction scrapping or write-off of capital assets which due to normal wear and tear have become unserviceable or are considered beyond economical repairs;
- (o) all matters relating to disciplinary action against any Member, officer or employee;
- (p) powers to delegate any of the above mentioned powers to any member or officer of the appellate tribunal as the chairperson may deem fit;
- (q) all matters pertaining to staff strength, wages and salaries structures, emoluments, perquisites and personnel policies;
- (r) all matters pertaining to creation and abolition of posts;
- (s) all matter pertaining to appointments, promotions and confirmation for all regular employees;
- (t) purchase of new vehicles for the Appellate Tribunal;
- (u) any other powers that may be required for the efficient functioning of the Appellate Tribunal and enforcement of the provisions of the Act, Rules and Regulations.

CHAPTER IX
OFFENCES AND PENALTIES

35. *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, accept a sum of money as specified in the table below:

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

(2) On payment of the sum of money in accordance with the table above, any person in custody in connection with that offence shall be set at liberty and no proceedings shall be instituted or continued against such person in any court.

(3) The acceptance of the sum of money for compounding an offence in accordance with the table above, by the Court shall be deemed to amount 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 regulatory authority or the Appellate Tribunal, within the period specified by the court, which shall not be more than thirty days from the date of compounding of the offence.

36. *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 or regulations made thereunder, save as those provided to be adjudicated by the adjudicating officer, in Form 'M' which shall be accompanied by a fee of "Rupees One Thousand" in the form of a demand draft drawn on a nationalized bank in favour of Authority or as specified by the regulations or orders of the Authority from time to time and payable at the main branch of that bank at the station where the seat of the said Authority is situated or as specified by the regulations or orders of the authority from time to time.

(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 or regulations, made thereunder;
 - (ii) does not plead guilty and contests the complaint the Authority shall demand and 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 and 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) the Authority, if deemed necessary, may require and appoint one or more persons or one or more officers or employees of the authority to make an enquiry in relation to the affairs of any promoter or allottee or real estate agent;
- (h) on the date so fixed, the Authority upon consideration of the evidence produced before it and other records and submissions is satisfied that,—
 - (i) the respondent is in contravention of the provisions of the Act or the rules and regulations made thereunder it shall pass such orders including imposition of penalty as it thinks fit in accordance with the provisions of the Act or the rules and regulations made thereunder;
 - (ii) the respondent is not in contravention of the provisions of the Act or the rules or regulations made thereunder the Authority may, by order in writing, dismiss the complaint, with reasons to be recorded in writing.
- (i) if any person fails, neglects or refuses to appear, or present himself as required before the Authority, the Authority shall have the power to proceed with the inquiry in the absence of such person or persons after recording the reasons for doing so.

37. *Manner of filing a complaint with the adjudicating officer and the manner of holding an inquiry by the adjudicating officer.*—(1) Any aggrieved person may file a complaint with the adjudicating officer for compensation under section 12, 14, 18 and 19 of

the Act in Form N which shall be accompanied by a fee of Rupees One Thousand in the form of a demand draft drawn on a nationalized bank in favour of regulatory authority or and payable at the main branch of that bank at the station where the seat of the said authority is situated or as per the regulations or orders issued by the regulatory authority from time to time.

(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;
- (c) 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 or regulations made thereunder 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 thereunder;
 - (ii) does not plead guilty and contests the complaint the adjudicating officer shall demand and explanation from the promoter;
- (d) 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;
- (e) 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;
- (f) the adjudicating officer 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 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.
- (h) 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 X

BUDGET AND REPORT

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

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

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

39. *Annual Report.*—(1) The Authority shall prepare immediately after the end of the calendar year, its annual report in Form "P".

(2) In addition to matters specified in section 78 of the Act the Authority may include in its annual report such other matters as it deems fit.

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

ANNEXURE 'A'
[See rule 10]

AGREEMENT FOR SALE

This Agreement for Sale ("Agreement") executed on this.....day of.....,

By and Between

[If the promoter is a company]

..... (CIN No.), a company incorporated under the provisions of the Companies Act, (Central Act 18 of 2015, 1956 or 2013, as the case may be), having its registered office at.....and its corporate office at.....(PAN.....), represented by its authorized signatory.....(Aadhaar 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 successors-in-interest, executors, administrators and permitted assignees);

OR

[If the promoter is a Partnership firm]

....., a partnership firm registered under the Indian Partnership Act, 1932 (Central Act 12 of 1932) having its principal place of business at....., (PAN.....), represented by its authorized Partner.....(Aadhaar 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. (Aadhaar No.) son/daughter of....., aged about....., residing at....., (PAN.....), hereinafter called the "Promoter" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assignees).

AND

[If the Allottee is a company]

....., (CIN No.) a company incorporated under the provisions of the Companies Act, Central Act 1 of 1936, (1956 or 2013, as the case may be), having its registered office at....., (PAN), represented by its authorized signatory,, (Aadhaar No.) duly authorized *vide* board resolution dated, hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, executors, administrators and permitted assignees).

OR

[If the Allottee is a Partnership]

....., a partnership firm registered under the Indian Partnership Act, 1932 (Central Act 12 of 1932) having its principal place of business at....., (PAN), represented by its authorized partner,, (Aadhaar 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., (Aadhaar No.) son/daughter of aged about..... residing at..... (PAN.....), hereinafter called the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assignees).

OR

[If the Allottee is a HUF]

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

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

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

WHEREAS:

- A. The Promoter is the absolute and lawful owner of (survey Nos.) (Please insert land details as per local laws).....totally admeasuring.....square meters situated at.....in Tehsil & District.....("Said Land") vide sale deed(s) dated.....registered as documents No. at the office of the Sub-Registrar;

OR

.....("Owner") is the absolute and lawful owner of (khasra Nos./ survey Nos.) (Please insert land details as per local laws).....totally admeasuring.....square meters situated at.....in Tehsil & District.....("Said Land") vide sale deed(s) dated.....registered as documents No.at the office of the Sub-Registrar. The Owner and the Promoter have entered into a (collaboration/development/joint development) agreement dated.....registered as document No.at the office of the Sub-Registrar;

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

OR

- * The Said Land is earmarked for the purpose of plotted development of a (commercial/residential/any other purpose) project, comprising plots and.....(insert any other components of the Projects) and the said project shall be known as '.....' ("Project");

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

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

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

OR

The Allottee had applied for a plot in the Project vide application No.dated.....and has been allotted plot No.having area ofsquare feet and plot for garage/closed parking admeasuring.....square feet (if applicable) in the.....(Please insert the location of the garage/closed parking), as permissible under the applicable law and of *pro rata* share in the common areas ("Common Areas") as defined under clause (n) of Section 2 of the Act (hereinafter referred to as the "Plot" more particularly described in Schedule A);

- H. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;
- I.(Please enter any additional disclosures/details)

- J. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project;
- K. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;
- L. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the [Apartment/Plot] and the garage/closed parking (if applicable) as specified in para G;

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

I. Terms:

- 1.1 Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to sell to the Allottee and the Allottee hereby agrees to purchase, the [Apartment/Plot] as specified in para G;
- 1.2 The Total Price for the [Apartment/Plot] based on the carpet area is Rs. (Rupees.....only) ("Total Price") (Give break up and description):

Block/Building/Tower No. Apartment No./Type/Floor	Rate of Apartment per square feet*

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

[AND] [if/as applicable]

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

OR

Plot No. Type	Rate of Plot per square feet

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

(ii) The Total Price above includes Taxes (consisting of tax paid or payable by the Promoter by way of Goods and Service Tax Act and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Promoter) up to the date of handing over the possession of the (Apartment/Plot):

Provided that in case there is any change/modification in the taxes, the subsequent amount payable by the allottee to the promoter shall be increased/reduced based on such change/modification;

(iii) The Promoter shall periodically intimate to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment within 30 (thirty) days from the date of such written intimation. In addition, the Promoter shall provide to the Allottee the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective;

(iv) The Total Price of (Apartment/Plot) includes: (1) *pro rata* share in the Common Areas; and (2) garage(s)/closed parking(s) as provided in the agreement.

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

- 1.4 The Allottee(s) shall make the payment as per the payment plan set out in Schedule C ("Payment Plan").
- 1.5 The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee by discounting such early payments @.....% per annum for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter.
- 1.6 It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described therein in respect of the apartment, plot or building, as the case may be, without the previous written consent of the Allottee. Provided that the Promoter may make such minor additions or alterations as may be required by the Allottee, or such minor changes or alterations as per the provisions of the Act.
- 1.7 *(Applicable in case of an apartment)* The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate* is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand that from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square feet as agreed in Clause 1.2 of this Agreement.
- 1.8 Subject to Clause 9.3 the Promoter agrees and acknowledges, the Allottee shall have the right to the (Apartment/Plot) as mentioned below:
- (i) The Allottee shall have exclusive ownership of the (Apartment/Plot);
 - (ii) The Allottee shall also have undivided proportionate share in the Common Areas. Since the share/interest of Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. Further, the right of the Allottee to use the

Common Areas shall always be subject to the timely payment of maintenance charges and other charges as applicable. It is clarified that the promoter shall convey undivided proportionate title in the common areas to the association of allottees as provided in the Act;

- (iii) That the computation of the price of the (Apartment/Plot) includes recovery of price of land, construction of (not only the Apartment but also) the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, fire detection and firefighting equipment in the common areas etc. and includes cost for providing all other facilities as provided within the Project.

- 1.9 It is made clear by the Promoter and the Allottee agrees that the (Apartment/Plot) along with garage/closed parking shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained Project covering the said Land and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Allottees of the Project.
- 1.10 It is understood by the Allottee that all other areas and i.e. areas and facilities falling outside the Project, namely.....shall not form a part of the declaration to be filed with.....(*Please insert the name of the concerned competent authority*) to be filed in accordance with the.....(*Please insert the name of the relevant State act, if any*).
- 1.11 The Promoter agrees to pay all outgoings before transferring the physical possession of the apartment to the Allottees, which it has collected from the Allottees, for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the project). If the Promoter fails to pay all or any of the outgoings collected by it from the Allottees or any liability, mortgage loan and interest thereon before transferring the apartment to the Allottees, the Promoter agrees to be liable, even after the transfer of the property, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefore by such authority or person.

- 1.12 The Allottee has paid a sum of ₹..... (Rupeesonly) as booking amount being part payment towards the Total Price of the (Apartment/Plot) at the time of application the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the (Apartment/Plot) as prescribed in the Payment Plan as may be demanded by the Promoter within the time and in the manner specified therein:

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

2. Mode of Payment

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

3. Compliance of Laws relating to remittances

- 3.1 The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999 (Central Act 42 of 1999), Reserve Bank of India Act and Rules and Regulations made thereunder or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she shall be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable as amended from time to time.

- 3.2 The Promoter accepts no responsibility in this regard. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any

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

4. Adjustment/Appropriation of payments

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

5. Time is essence

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

6. Construction of the Project/Apartment

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

7. Possession of the Apartment/Plot

- 7.1 Schedule for possession of the said (Apartment/Plot): The Promoter agrees and understands that timely delivery of possession of the (Apartment/Plot) is the essence of the Agreement. The Promoter, based on the approved plans and specifications, assures to hand over possession of the (Apartment/Plot) on.....,

unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project ("Force Majeure"). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the (Apartment/Plot), provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by the Promoter from the allotment within 45 days from that date. After refund of the money paid by the Allottee, Allottee agrees that he/ she shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

- 7.2 *Procedure for taking possession.*—The Promoter, upon obtaining the occupancy certificate* from the competent authority shall offer in writing the possession of the (Apartment/Plot), to the Allottee in terms of this Agreement to be taken within 3 (three) months from the date of issue of such notice and the Promoter shall give possession of the (Apartment/Plot) to the Allottee. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee agree(s) to pay the maintenance charges as determined by the Promoter/association of allottees, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee in writing within.....days of receiving the occupancy certificate* of the Project.
- 7.3 *Failure of Allottee to take Possession of (Apartment/Plot).*—Upon receiving a written intimation from the Promoter as per clause 7.2, the Allottee shall take possession of the (Apartment/Plot) from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the (Apartment/Plot) to the allottee. In case the Allottee fails to take possession within the time provided in clause 7.2, such Allottee shall continue to be liable to pay maintenance charges as applicable.
- 7.4 *Possession by the Allottee.*—After obtaining the occupancy certificate* and handing over physical possession of the (Apartment/Plot) to the Allottees, it shall be the responsibility of the Promoter to hand over the necessary documents and plans,

including common areas, to the association of the Allottees or the competent authority, as the case may be, as per the local laws.

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

Provided that where the allottee proposes to cancel/withdraw from the project without any fault of the promoter, the promoter herein is entitled to forfeit the booking amount paid for the allotment. The balance amount of money paid by the allottee shall be returned by the promoter to the allottee within 45 days of such cancellation.

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

Except for occurrence of a Force Majeure event, if the promoter fails to complete or is unable to give possession of the (Apartment/Plot) (i) in accordance with the terms of this Agreement, duly completed by the date specified herein; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act; or for any other reason; the Promoter shall be liable, on demand to the allottees, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the (Apartment/Plot), with interest at the rate specified in the Rules within 45 days including compensation in the manner as provided under the Act:

Provided that where if the Allottee does not intend to withdraw from the Project, the Promoter shall pay the Allottee interest at the rate specified in the Rules for every month of delay, till the handing over of the possession of the (Apartment/Plot).

8. Representations and warranties of the Promoter

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

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

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

9. Events of defaults and consequences

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

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

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

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

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

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

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

10. Conveyance of the said apartment

The Promoter, on receipt of complete amount of the Price of the (Apartment/Plot) under the Agreement from the Allottee, shall execute a conveyance deed and convey the title of the (Apartment/Plot) together with proportionate indivisible share in the Common Areas within 3 (three) months from the issuance of the occupancy certificate*. However, in case the Allottee fails to deposit the stamp duty, registration charges and all other incidental and legal expenses etc. so demanded within the period mentioned in the demand letter, the Allottee authorizes the Promoter to withhold registration of the conveyance deed in his/her favour till full and final settlement of all dues and stamp duty and registration charges to the Promoter is made by the Allottee. The Allottee shall be solely responsible and liable for compliance of the provisions of Kerala Stamp Act, 1959 (17 of 1959) including any actions taken or deficiencies/penalties imposed by the competent authority(ies).

11. Maintenance of the said building/apartment/project

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

(Insert any other clauses in relation to maintenance of project, infrastructure and equipment)

12. Defect liability

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

13. Right of allottee to use common areas and facilities subject to payment of total maintenance charges

The Allottee hereby agrees to purchase the (Apartment/Plot) on the specific understanding that his/her right to the use of Common Areas shall be subject to timely payment of total maintenance charges, as determined and thereafter billed by the maintenance agency appointed or the association of allottees (or the maintenance

agency appointed by it) and performance by the Allottee of all his/her obligations in respect of the terms and conditions specified by the maintenance agency or the association of allottees from time to time.

14. Right to enter the apartment for repairs

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

15. Usage

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

16. General compliance with respect to the apartment

Subject to Clause 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the (Apartment/Plot) at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the (Apartment/Plot), or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the (Apartment/Plot) and keep the (Apartment/Plot), its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized. The Allottee further undertakes, assures and guarantees that he/she would not put any sign-board/name-plate, neon light, publicity material or advertisement material etc. on the face/facade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottees shall

also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee shall not store any hazardous or combustible goods in the (Apartment/Plot) or place any heavy material in the common passages or staircase of the Building. The Allottee shall also not remove any wall, including the outer and load bearing wall of the (Apartment/Plot). The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the association of allottees and/or maintenance agency appointed by association of allottees. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

17. Compliance of laws, notifications etc. by Allottee

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

18. Additional constructions

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

19. Promoter shall not mortgage or create a charge

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

20. Apartment ownership Act

The Promoter has assured the Allottees that the project in its entirety is in accordance with the provisions of the Kerala Apartment Owners Act, 1983 (5 of 1984) (*Please insert the name of the state Apartment Ownership Act*). The Promoter showing compliance of various laws/regulations as applicable in the State.

21. Binding effect

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

22. Entire agreement

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

23. Right to amend

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

24. Provisions of this agreement applicable on Allottee/subsequent Allottees

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

25. Waiver not a limitation to enforce

25.1 The Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee in not making payments as per the Payment Plan including waiving the payment of interest for delayed payment.

It is made clear and so agreed by the Allottee that exercise of discretion by the Promoter in the case of one Allottee shall not be construed to be a precedent and/or binding on the Promoter to exercise such discretion in the case of other Allottees.

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

26. Severability

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

27. Method of calculation of proportionate share wherever referred to in the agreement

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

28. Further assurances

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

29. Place of execution

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

30. Notices

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

.....Name of Allottee

.....(Allottee Address)

M/s.Promoter Name

.....(Promoter Address)

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

31. Joint Allottees

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

32. Governing law

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

33. Dispute resolution

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

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

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

SIGNED AND DELIVERED BY THE WITHIN NAMED

Allottee: (including joint buyers)

(1).....

(2).....

At.....on.....in the presence of:

Please affix
photograph
and sign
across the
photograph
also

SIGNED AND DELIVERED BY THE WITHIN

Promoter:.....

.....(1).....

(Authorized Signatory)

Please affix
photograph
and sign
across the
photograph
also

WITNESSES:

1. Signature

Name

Address

2. Signature

Name

Address

Schedule 'A'—Please insert description of the (Apartment/Plot) and the garage/closed parking (if applicable) along with boundaries in all four directions.

Schedule 'B'—Floor plan of the apartment.

Schedule 'C'—Payment plan by the Allottee.

FORM A

APPLICATION FOR REGISTRATION OF A PROJECT WITH
KERALA REAL ESTATE REGULATORY AUTHORITY

[See rules 3 & 4 (1) (g)]

(Machine Readable Form—To be Printed)

I/We hereby apply for the grant of registration of my/our project with the following particulars:

1	Application No. (For office use only)								
---	---------------------------------------	--	--	--	--	--	--	--	--

A. Basic Details of Project & Promoter

2	Name of Project (As used in advertisement)	
3	Address of Project (Site)	
4	Name of Promoter	
5	Registered address of Promoter (Permanent address in case of individual)	
6	Communication address of the Promoter	
7	Type of Promoter	
8	Name and Address of Chairman/Director(s)/ Partner(s) etc. as the case may be (For firms/company etc.)	
9	Permanent Address of Chairman/Director(s)/ Partner(s) etc. as the case may be (In case of firm/company)	
10	Website	
11	E-mail ID	
12	Phone Number(s) with Area Code	
13	Whether the promoter have any other project registered with Real Estate Regulatory Authority? If Yes provide registration numbers	
	Register Number of Registered Projects	

B. Other Details of Promoter

14	PAN	
15	VAT Registration Number	
16	TIN Registration Number	
17	Service Tax Registration Number	

C. Details of the Proposed Development/Project

18	Local Body in which the project is proposed?	
19	Extend of Land (in Sq.m.)	Sq.m.
20	Survey Number(s) of the land	
21	Is land owned by Promoter (Yes/No)	
22	If No, Name and Address of Land owner(s)	
23	Building Permit Number and Date	
24	Date of Expiry of Building Permit	
25	Total Floor Area of the project proposed to be developed? (As mentioned in Building Permit)	Sq.m.
26	Number of Dwelling Units (Residential Units)	
27	Number of Parking spaces available for allottees (For Residential Units)	
28	Number of Visitor Parking Spaces available (For Residential Units)	
29	Number of Commercial Units	
30	Total Floor Area of the Commercial Units (If any) (As mentioned in Building Permit)	
31	Number of Parking spaces available for Commercial Units	

32	Estimated Cost of the Real Estate Project	
	(a) Development/Construction Cost	
	(b) Cost of Land	
	(c) Total Estimated Cost of Project (a+b)	(Fig.) ₹
	(Total Estimated Cost in words)	
33	Name of Financier (if any)	
34	Address of Financier	
35	Is the account for depositing 70 % of amount collected from the allottees opened?	
36	If Yes, account number	
37	Name of Bank	
38	Branch	
39	Proposed date of Commencement of the Project	
40	Proposed date of Completion of the Project	

D. Details of Registration Fee Paid

41	Amount of Registration fee Remitted	
42	Demand Draft Number	
43	Demand Draft Date	
44	Drawee Bank	
45	Drawee Branch	

E. Permits/Approvals/N.O.C.s Received

46	Whether the all statutory approvals for the project such as layout approval, building permit etc. for the project is received?	
47	Whether the No Objection Certificate from Fire and Rescue Department is received?	
48	Whether the No Objection Certificate from Airports Authority of India is received?	
49	Whether the No Objection Certificate from Railways/National Highways/Other relevant departments is received?	
50	Whether the Environmental Clearance/ Clearance from Pollution Control Board is received?	

51	Whether clearance from Coastal Zone Management Authority is received ?	
52	If any of the above answers (from item No. 46 to 51) is No or Not Applicable, the reasons for the same may be briefly explained herewith :	

F. Whether the following attachments to be included and enclosed?

53	Brief details of the Enterprise/Promoter including particulars of registration and copy of registration certificate	
54	Other details including Name, Photograph etc. of promoter(s) (of directors/partners etc. in case of firms)	
55	Brief details of the projects launched by the promoter in the past five years including commencement date, date of completion, delay in completion (if any), details of cases or payments pending etc.	
56	Authenticated copy of the PAN card :	
57	Audited balance sheet of the promoter for the preceding financial year and income tax returns for three preceding financial years	
58	Detailed description of Land	
59	Authenticated copy(ies) of the statutory approvals including copy of the statutory approvals for previous or subsequent phases if any	
60	Authenticated copy(ies) of the Sanctioned Plan, Layout Plan and specifications including copy of the approval(s) for previous or subsequent phases if any	

61	Authenticated copy(ies) of Plan of development works to be executed in the proposed project and the plan of proposed facilities to be provided thereof including facilities like fire fighting, drinking water facilities, evacuation services, use of renewable energy, detailed floor plans, site plan and other plans	
62	Location details of the project, with clear demarcation of land with boundaries including Latitude and Longitude of end points	
63	The pro forma of the allotment letter, agreement for sale and conveyance deed proposed to be signed with the allottees	
64	The total floor area, common area, a detailed statement showing the number and type of dwelling units proposed to be constructed on each floor, carpet area of apartments, area of exclusive balcony or verandah for each units, exclusive open terrace areas for each units (if any), share of common area of each dwelling unit etc.	
65	Number and area of garage (parking spaces) for sale in the project	
66	The name and address of real estate agents (if any) proposed to be engaged for the project	
67	The name and address of architect/engineer/ structural engineers/contractor(s) and other key person(s) proposed to be engaged for the project including their name, address, year of establishment and details of key projects completed	
68	The Facilities to be made available to the allottees	
69	Nature of Promoters Title to the Land and copy of title deed	
70	Self attested copy of land records	
71	Self attested copy of legally valid authorisation/agreement issued by Land Owner(s) to carry out the proposed real estate project (if applicable)	
72	Nature of Encumbrances including details of any mortgages on the Land including the right, title interest/claim of any other person in or over such land	

73	Detailed Technical Specifications to be adopted in the project	
74	Detailed estimate of expenditure for construction and the source from which such expenditure is sought to be financed	
75	Copy of front page of Pass Book of the account exclusively opened for this particular project in a scheduled bank	
76	A declaration in 'Form B'	

G. Declaration

77	I hereby declare that :
	1. I have received all required approvals and permits for carrying out the above proposed real estate project.
	2. I am legally authorised to carry out the above real estate project in above specified land.
	3. I am legally authorised to sign this application for the above promoter.
	4. All the information furnished above are true and accurate to the best of my knowledge and belief.
	5. I do hereby agree that all the above information and enclosures submitted to the authority may be published in the website of the authority for public viewing.

Place :

Date :

Signature of Promoter
(Authorised Signatory)

Name :

N.B.:—1. Authorised Signatory shall sign on all pages of this document.

FORM A-1

APPLICATION FOR REGISTRATION OF AN ONGOING PROJECT WITH
KERALA REAL ESTATE REGULATORY AUTHORITY

[See rules (3) and 4 (1) (g)]

(Machine Readable Form—To be Printed)

I/We hereby apply for the grant of registration of my/our project with the following particulars:

1	Application No. (For office use only)								
---	---------------------------------------	--	--	--	--	--	--	--	--

A. Basic Details of Project and Promoter

2	Name of Project (as used in advertisements)	
3	Address of Project (Site)	
4	Name of Promoter	
5	Registered address of Promoter (Permanent address in case of individual)	
6	Communication address of the Promoter	
7	Type of Promoter	
8	Name and Address of Chairman / Director(s) /Partner(s) etc. as the case may be (In case of firm/company)	
9	Permanent Address of Chairman/ Director(s)/Partner(s) etc. as the case may be (In case of firm/company)	
10	Website	
11	E-mail id	
12	Phone Number(s) with Area Code	
13	Whether the promoter have any other project registered with Real Estate Regulatory Authority ? If Yes provide registration numbers	
	Register Number of Registered Projects	

B. Other Details of Promoter

14	PAN	
15	VAT Registration Number	
16	TIN Registration Number	
17	Service Tax Registration Number	

C. Details of the Proposed Development/Project

18	Local Body in which the project is Located/Proposed?	
19	Extent of Land (in Sq.m.)	Sq.m.
20	Survey Number(s) of the land	
21	Is land owned by Promoter (Yes/No)	
22	If No, Name and Address of Land Owner(s)	
23	Building Permit Number & Date	
24	Date of Expiry of Building Permit	
25	Total Floor Area of the project proposed to be developed ? (as mentioned in Building Permit)	Sq.m.
26	Number of Dwelling Units (Residential Units)	
27	Number of Parking Spaces Available for allottees (For Residential Units)	
28	Number of Visitor Parking Spaces Available (For Residential Units)	
29	Number of Commercial Spaces	
30	Total Floor Area of the Commercial Spaces (If any) (as mentioned in Building Permit)	
31	Number of Parking Spaces Available for Commercial Spaces	

32	Estimated Cost of the Real Estate Project:	
	(a) Development/Construction Cost	
	(b) Cost of Land	
	(c) Total Est. Cost of Project (a+b)	(Fig.) ₹
	(Total Estimated Cost in words):	
33	Total Expenditure incurred till date for the Real Estate Project:	
	(a) Development/Construction Expenditure	
	(b) Expenditure on Land Cost	
	(c) Total Expenditure till date (a+b)	(Fig.) ₹
	(Total Expenditure till date in words) :	
34	Name of Financier (if any)	
35	Address of Financier	
36	Number of allottees with which the agreement of construction/sale is executed	
37	Total amount already collected from the allottees	
38	Remaining amount proposed to be collected from the allottees (Including allottees with which the agreement is executed and future allottees for remaining units)	
39	Is the account for depositing 70% of amount collected from the allottees opened?	
40	If Yes, Account Number	
41	Name of Bank	
42	Branch	
43	Total amount (cumulative) deposited in the account till date	(Fig.) ₹
44	Total amount (cumulative) withdrawn from the account till date	(Fig.) ₹
45	Balance available in the account	(Fig.) ₹

46	(Balance available in the account in words)	
47	Date of Commencement of the Project	
48	Proposed date of Completion of the Project (as committed to allottees)	

D. Details of Registration Fee Paid:

49	Amount of Registration fee Remitted	
50	Demand Draft Number	
51	Demand Draft Date	
52	Drawee Bank	
53	Drawee Branch	

E. Permits/Approvals/N.O.C.s Received:

54	Whether the all statutory approvals for the project such as layout approval, building permit etc. for the project is received ?	
55	Whether the No Objection Certificate from Fire and Rescue Department is received ?	
56	Whether the No Objection Certificate from Airports Authority of India is received ?	
57	Whether the No Objection Certificate from Railways/National Highways/Other relevant departments is received ?	
58	Whether the Environmental Clearance/ Clearance from Pollution Control Board is received ?	
59	Whether clearance from Coastal Zone Management Authority is received ?	

60	If any of the above answers (from Item No. 46 to 51) is No or Not Applicable, the reasons for the same may be briefly explained herewith

F. Whether the following attachments to be included and enclosed?

61	Brief details of the Enterprise including particulars of registration and copy of registration certificate	
62	Other details including Name, Photograph etc. of promoter(s) (of directors/partners etc. in case of firms)	
63	Brief details of the projects launched by the promoter in the past five years including commencement date, date of completion, delay in completion (if any), details of cases or payments pending etc.	
64	Authenticated copy of the PAN card	
65	Audited balance sheet of the promoter for the preceding financial year and income tax returns for three preceding financial years	
66	Detailed description of Land	
67	Self attested copy(ies) of the Building Permit including copy of the building permit(s) for previous or subsequent phases if any	

68	Self attested copy(ies) of the Sanctioned Plan/Layout approval including copy of the approval(s) for previous or subsequent phases if any	
69	Self attested copy(ies) of Plan of development works to be executed in the proposed project and the plan of proposed facilities to be provided thereof including facilities like fire fighting, drinking water facilities, evacuation services, use of renewable energy, detailed floor plans, site plan and other plans	
70	Location details of the project, with clear demarcation of land with boundaries including Latitude and Longitude of end points	
71	The pro forma of the allotment letter, agreement for sale and conveyance deed proposed to be signed with the allottees	
72	The total floor area, common area, a detailed statement showing the number of dwelling units proposed to be constructed on each floor, type, carpet area of apartments, area of exclusive balcony or verandah for each units, exclusive open terrace areas for each units (if any), share of common area of each dwelling unit etc.	
73	Number and area of garage (parking spaces) for sale in the project	
74	The name and address of real estate agents (if any) proposed to be engaged for the project	
75	The name and address of architect/engineer/structural engineers/contractor(s) and other key person(s) proposed to be engaged for the project including their name, address, year of establishment and details of key projects completed	
76	The facilities to be made available to the allottees	
77	Nature of Promoters title to the land and copy of title deed	
78	Self attested copy of land records	

79	Self attested copy of legally valid authorisation/agreement issued by Land Owner(s) to carry out the proposed real estate project (if applicable)	
80	Nature of Encumbrances including details of any mortgages on the Land including the right, title interest/claim of any other person in or over such land	
81	Detailed Technical Specifications to be adopted in the project.	
82	Detailed estimate of expenditure for construction and the source from which such expenditure is sought to be financed	
83	Copy of front page of Pass Book of the account exclusively opened for this particular project in a scheduled bank	
84	A declaration in 'Form B'	

G. Declaration

85	I hereby declare that :
	1. I have received all required approvals and permits for carrying out the above proposed real estate project.
	2. I am legally authorised to carry out the above real estate project in above specified land.
	3. I am legally authorised to sign this application for the above promoter.
	4. All the information furnished above are true and accurate to the best of my knowledge and belief.
	5. I do hereby agree that all the above information and enclosures submitted to the authority may be published in the website of the authority for public viewing.

Place :

Date :

Signature of Promoter
(Authorised Signatory)

Name :

NB:—1. Authorised Signatory shall sign on all pages of this document.

FORM B
[See Rule 3(6)]

**DECLARATION SUPPORTED BY AN AFFIDAVIT WHICH SHALL BE SIGNED
 BY THE PROMOTER OR ANY PERSON AUTHORISED BY THE
 PROMOTER FOR REGISTRATION OF A PROJECT WITH**

AFFIDAVIT CUM DECLARATION OF

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

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

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

OR

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

AND

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

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

OR

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

3. That the time period within which the project shall be completed by me/promoter is

4. That seventy per cent of the amounts realised by me/promoter for the real estate
 project from the allottees, from time to time, shall be deposited in a separate account
 to be maintained in a scheduled bank to cover the cost of construction and the land
 cost and shall be used only for that purpose.
5. That the amounts from the separate account, to cover the cost of the project, shall be
 withdrawn in proportion to the percentage of completion of the project.

6. That the amounts from the separate account shall be withdrawn after it is certified by an engineer, an architect and a chartered accountant in practice that the withdrawal is in proportion to the percentage of completion of the project.
7. That I/promoter shall get the accounts audited within six months after the end of every financial year by a chartered accountant in practice, and shall produce a statement of accounts duly certified and signed by such chartered accountant and it shall be verified during the audit that the amounts collected for a particular project have been utilised for the project and the withdrawal has been in compliance with the proportion to the percentage of completion of the project.
8. That I/promoter have received all statutory approvals and permits from the competent authorities for commencement of the proposed real estate project.
9. That I/promoter shall take all the pending approvals on time, from the competent authorities.
10. That I/promoter have/has furnished such other documents as have been prescribed by the rules and regulations made under the Act.
11. 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 7(1)]

**KERALA REAL ESTATE REGULATORY AUTHORITY
CERTIFICATE OF REGISTRATION OF A REAL ESTATE PROJECT**

This registration is granted under Section 5 of the Act to the following project under the project registration number and details as below

1	Registration Number							
2	Name of Project							
3	Address of Project (Site)							
4	Name of Promoter							
5	Registered address of Promoter							
6	Communication address of the Promoter							
7	Local Body in which the project is proposed							
8	Extent of Land (in Sq.m.)							
9	Permit Number, Date and Issuing authority							
10	Date of expiry of Permit							
11	Proposed date of Completion of project							
12	Date of Issue of Registration							
13	Date of Expiry of Registration	*						

This registration is issued for the above mentioned project subject to the terms and conditions as stipulated in Schedule I overleaf.

Signature
[Authorised Officer (s)]

(Office Seal)

Schedule I**TERMS AND CONDITIONS**

The registration for the Real Estate Project.....
 (Name of Project) Located at.....(Address of Project)
 and Promoted by.....(Name of Promoter)
 and bearing registration number with Kerala Real Estate Regulatory Authority as
(Registration Number) and valid till
(Date of Expiry of Registration) is granted subject to the following
 terms and conditions:—

1. The promoter shall enter into an agreement for sale with the allottees as provided in 'Annexure A' of the rules;
2. 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 of the Act;
3. The promoter shall deposit seventy per cent of the amounts realised from the allottees by the promoter in a separate account to be maintained in a schedule bank to cover the cost of construction and the land cost, and is to be used only for that purpose as per sub-clause (D) of clause (I) of sub-section (2) of section 4 of the Act; •
4. 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 rule 7 read with section 6 of the Act;
5. *This registration shall be valid till the date of expiry of registration, subject to the condition that the validity of permit is extended till that date. Further, on expiry of the permit, this registration shall stand automatically repealed.
6. The promoter shall comply with the provisions of the Act and the rules and regulations made thereunder;
7. 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.

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, rules and regulations made thereunder.

Place :

Date :

Signature
 [Authorised Officer(s)]

(Office Seal)

FORM D

[See rule 7(2); rule 9(1)]

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 Kerala 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:

Date:

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

FORM E
[See rule 8(1)]

APPLICATION FOR EXTENSION OF REGISTRATION OF PROJECT

From

.....
.....
(Name and Address of the promoter)

To

The Kerala Real Estate Regulatory Authority,
.....
(Address of the Authority)

Sir,

I/We hereby apply for renewal of registration of the following project:.....
.....(Name of Real Estate Project)
Located at.....
.....(Address of Real Estate Project)
registered with the regulatory authority vide project registration certificate bearing
registration No., which was issued on.....(date of
issue of registration) and which expires on.....(date of expiry of
registration).

As required I/We submit the following documents and information, namely:—

- (i) A Demand Draft No.dated..... for an amount of
₹.....in favour of.....
drawn on.....(Name of bank) as extension fee as provided
under sub-rule (2) of rule 8;
- (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 copy of application which was submitted for registration vide Form A/A-1;
- (vi) The original project registration certificate; and
- (vii) Other information and documents as specified by regulations.

I understand that the extension of registration shall be granted at the sole discretion of the authority and only under those conditions as stipulated in the Act.

Yours faithfully,

Place :

Date :

Signature and seal of the applicant(s).

FORM F
[See Rule 7(4)]

KERALA REAL ESTATE REGULATORY AUTHORITY

CERTIFICATE OF EXTENSION OF REGISTRATION OF A REAL ESTATE PROJECT

This extension of registration is granted under Section 6 of the Act to the following project under the project registration number and details as below

1	Registration Number								
2	Name of Project								
3	Address of Project (Site)								
4	Name of Promoter								
5	Registered address of Promoter								
6	Communication address of the Promoter								
7	Permit Number, Date and Issuing authority								
8	Date of Expiry of Permit								
9	Proposed date of Completion of project								
10	Date of Issue of first Registration								
11	Date of Issue of extension of Registration								
12	Date of Expiry extended Registration								

This registration is issued for the above mentioned project subject to the terms and conditions as stipulated in Schedule II overleaf.

***Signature**
[Authorised Officer(s)]

(Office Seal)

Schedule II**TERMS AND CONDITIONS**

The registration for the Real Estate Project.....(*Name of Project*) Located at.....(*Address of Project*) and Promoted by.....(*Name of Promoter*) and bearing registration number with Kerala Real Estate Regulatory Authority as(*Registration Number*) is extended up to.....(*Date of Expiry of extension of registration*) subject to the earlier terms and conditions of issue of registration (As per schedule I of Form C) and further on following terms and conditions:—

1. The promoter shall comply with all the provisions of the Act and the rules and regulations made thereunder;
2. 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. The promoter shall not seek further extension for registration of the real estate project in under any circumstances.

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, rules and regulations made thereunder.

Place :

Date :

Signature
[Authorised Officer(s)]

(Office Seal)

FORM G

APPLICATION FOR REGISTRATION OF REAL ESTATE AGENT WITH
KERALA REAL ESTATE REGULATORY AUTHORITY

[See rules 11(1)]

1	Application No. (For office use only)								
---	---------------------------------------	--	--	--	--	--	--	--	--

A. Basic Details of Project & Promoter

2	Name of Real Estate Agent	
3	Name of Father (In case of individual)	
4	Permanent Address (Registered address in case of firms/companies)	
5	Communication Address	
6	Type of Agent (Individual/Partnership Firm/ Pvt. Ltd. Company/Society etc.)	
7	Name of Chairman/Director(s)/ Partner(s) etc. as the case may be (In case of firm/company)	
8	Permanent Address of Chairman/ Director(s)/Partner(s) etc. as the case may be (In case of firm/company)	
9	Website	
10	E-mail id	
11	Phone Number(s) with Area Code	
12	PAN	

B. Details of Registration Fee Paid

13	Amount of Registration fee Remitted	
14	Demand Draft Number	
15	Demand Draft Date	
16	Drawee Bank	
17	Drawee Branch	

C. Whether the following attachments to be included and enclosed ?

18	Authenticated copy of the PAN card	
19	Authenticated copy of address proof of the agent/director/partners	

20	Authenticated copy of the registration certificate (In case of firms/company) including particulars of registration including the bye-laws, memorandum of association, articles of association etc. as the case may be	
21	Authenticated copy of the address proof of the place of business	
22	Photograph (2 Nos.) of the agent, partner(s), director(s) etc. as the case may be	
23	Income tax returns filed under the provisions of the Income Tax Act, 1961 for three financial years preceding the application or in case the applicant was exempted from filing returns under the provisions of the Income Tax Act, 1961 for any of the three year preceding the application, a declaration to such effects	

D. Declaration

24	1. I do hereby declare that all the information furnished above are true and accurate to the best of my knowledge and belief.
	2. I do hereby agree that all the above information and enclosures submitted to the authority may be published in the website of the authority for public viewing.
	3. I hereby apply for the grant of registration as a real estate agent to facilitate the sale or purchase of any plot, apartment or building, as the case may be and declare that I shall fully abide by terms and conditions stipulated vide the Act, rules and regulations issued.

Signature of Agent
(Authorised Signatory)

Place :

Date :

Name :

N.B.:—1. Authorised Signatory shall sign on both pages of this document.

FORM H
[See rule 12(2)]

(Photograph)

**KERALA REAL ESTATE REGULATORY AUTHORITY
CERTIFICATE OF REGISTRATION OF REAL ESTATE AGENT**

(Registration is granted under Section 9 of the Act)

1	Registration Number								
2	Name of Agent								
3	Registration Issued for	(Individual/Company/Society etc.)							
4	Date of Issue of Registration								
5	Date of Expiry of Registration								

This registration is issued 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 Kerala in terms of the Act and the rules and regulations made thereunder and subject to the terms and conditions as stipulated in Schedule A overleaf.

(Signature)
[Authorised Officer(s)]

(Office Seal)

TERMS AND CONDITIONS

The registration for the Real Estate Agent.....
 (Name of Agent) bearing registration number with Kerala Real Estate Regulatory Authority
 as.....(Registration Number) and valid till.....(Date
 of expiry of registration) is granted subject to the following terms and conditions:—

1. 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;
2. The real estate agent shall maintain and preserve such books of account, records and documents as provided under rule 14;
3. The real estate agent shall not involve himself in any unfair trade practices as specified under clause (c) of section 10;
4. 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;
5. The real estate agent shall comply with the provisions of the Act and the rules and regulations made thereunder;
6. 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;
7. The real estate agent shall discharge such other functions as may be specified by the regulatory authority by regulations.

If the above mentioned conditions are not fulfilled by the real estate agent, the regulatory authority may take necessary action against the real estate agent including revoking the registration granted herein, as per the Act and the Rules and regulations made thereunder.

(Signature)
 [Authorised Officer(s)]

(Office Seal)

FORM I
[See rule 12(3) and 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,

.....
(Address of the Authority)

To

.....
(Address of Real Estate Agent/Applicant)

Application/Registration No. :

Date:

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 :

Date :

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 WITH
KERALA REAL ESTATE REGULATORY AUTHORITY**

1	Application No. (For office use only)								
---	---------------------------------------	--	--	--	--	--	--	--	--

A. Basic Details of Project and Promoter

2	Name of Real Estate Agent	
3	Permanent Address (Registered address in case of firms/companies)	
4	Communication address	
5	Name of Chairman/Director(s)/ Partner(s) etc. as the case may be (In case of firm/company)	
6	Website	
7	E-mail id	
8	Phone Number(s) with Area Code	
9	PAN	
10	Date of Issue of last registration	
11	Date of Expiry of last registration	

B. Details of Fee Paid

12	Amount of Fee Remitted	
13	Demand Draft Number	
14	Demand Draft Date	
15	Drawee Bank	
16	Drawee Branch	

C. Whether the following attachments to be included and enclosed?

17	Original Registration Certificate issued from the authority	
18	Authenticated copy of the PAN card	
19	Authenticated copy of address proof of the agent/director/partners (as the case may be)	

20	Authenticated copy of the registration certificate (In case of firms/company) including particulars of registration including the bye-laws, memorandum of association, articles of association etc. as the case may be	
21	Authenticated copy of the address proof of the place of business	
22	Photograph (2 Nos.) of the agent, partner(s), director(s) etc. as the case may be	
23	Income tax returns filed under the provisions of the Income Tax Act, 1961 for three financial years preceding the application or in case the applicant was exempted from filing returns under the provisions of the Income Tax Act, 1961 for any of the three year preceding the application, a declaration to such effects	

D. Declaration

24	1. I do hereby declare that all the information furnished above are true and accurate to the best of my knowledge and belief.	
	2. I do hereby agree that all the above information and enclosures submitted to the authority may be published in the website of the authority for public viewing.	
	3. I hereby apply for the extension of registration as a real estate agent to facilitate the sale or purchase of any plot, apartment or building, as the case may be and declare that I shall fully abide by terms and conditions stipulated vide the Act, rules and regulations issued.	

Signature of Agent
(Authorised Signatory)

Place :

Date :

Name :

N.B.:—1. Authorised Signatory shall sign on both pages of this document.

FORM K
[See rule 14(4)]

(Photograph)

KERALA REAL ESTATE REGULATORY AUTHORITY
CERTIFICATE OF REGISTRATION OF REAL ESTATE AGENT
(Registration is granted and renewed under Section 9 of the Act)

1	Registration Number								
2	Name of Agent								
3	Registration Issued for	(Individual/Company/Society etc.)							
4	Date of Issue of Registration								
5	Date of Expiry of Registration								

This registration is issued 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 Kerala in terms of the Act and the Rules and regulations made thereunder and subject to the terms and conditions as stipulated in Schedule "AA" overleaf.

(Signature)
[Authorised Officer(s)].

(Office Seal)

TERMS AND CONDITIONS

The registration for the Real Estate Agent.....(*Name of Agent*) bearing registration number with Kerala Real Estate Regulatory Authority as(*Registration Number*) and valid till.....(*Date of expiry of registration*) is granted subject to the following terms and conditions:—

1. 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;
2. The real estate agent shall maintain and preserve such books of account, records and documents as provided under rule 14;
3. The real estate agent shall not involve himself in any unfair trade practices as specified under clause (c) of section 10;
4. 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;
5. The real estate agent shall comply with the provisions of the Act and the Rules and regulations made thereunder;
6. 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;
7. The real estate agent shall discharge such other functions as may be specified by the regulatory authority by regulations.

If the above mentioned conditions are not fulfilled by the real estate agent, the regulatory authority may take necessary action against the real estate agent including revoking the registration granted herein, as per the Act and the Rules and regulations made thereunder.

(*Signature*)
[Authorised Officer(s)].

(Office Seal)

FORM L

[See rule 28(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 centimeters 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 27:

(i) Amount :

(ii) Name of the bank and branch on which drawn :

(iii) Demand Draft Number :

(iv) Demand draft Date :

10. List of enclosures:

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

(ii) Copies of the documents relied upon by the appellant and referred to in the appeal

(iii) An index of the documents

VERIFICATION

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

Place:

Date :

Signature of the appellant(s).

FORM M
[See rule 36(1)]

COMPLAINT TO REAL ESTATE 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 of authorised officer:.....

IN THE REGULATORY AUTHORITIES OFFICE (Name of place)

Between

.....Complainant(s)

And

.....Respondent(s)

Details of claim

1. *Particulars of the complainant(s):—*

- (i) Name of the complainant:
- (ii) Address of the existing office / residence of the complainant:
- (iii) Address for service of all notices:

2. *Particulars of the respondents:—*

- (i) Name(s) of respondent:
- (ii) Office address of the respondent:
- (iii) Address for service of all notices:

3. *Jurisdiction of the regulatory authority:*

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

4. *Facts of the case:*

(give a concise statement of facts and grounds for complaint)

5. *Relief(s) sought:*

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

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

6. *Interim order, if prayed for:*

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

(Give here the nature of the interim order prayed for with reasons)

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

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

8. *Particulars of bank draft in respect of the fee in terms of sub-rule (1) of rule 35 and regulations issued by the authority:*

- (i) Amount :
- (ii) Name of the bank and branch on which drawn :
- (iii) Demand Draft Number :
- (iv) Demand Draft Date :

9. *List of enclosures:*

(Specify the details of enclosures with the complaint)

VERIFICATION

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

Place:

Date:

Signature of the complainant(s).

FORM N
[See rule 37(1)]

APPLICATION TO ADJUDICATING OFFICER

CLAIM FOR COMPENSATION UNDER SECTION 31 READ WITH SECTION 71 OF THE ACT

For use of Adjudicating Officers office:

Date of filing:.....

Date of receipt by post:.....

Application No.:.....

Signature of authorised officer:.....

IN THE ADJUDICATING OFFICERS OFFICE (Name of place)

Between

.....applicant(s)

And

.....Respondent(s)

Details of claim

1. *Particulars of the applicant(s):*

- (i) Name of the applicant:
- (ii) Address of the existing office/residence of the appellant:
- (iii) Address for service of all notices:
- (iv) Details of allottees apartment, plot or building

2. *Particulars of the respondents:*

- (i) Name(s) of respondent:
- (ii) Office address of the respondent:
- (iii) Address for service of all notices:
- (iv) Registration No. and address of project:

3. *Jurisdiction of the Adjudicating Officer*

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

4. *Facts of the case*

(give a concise statement of facts and grounds of claim against the promoter)

5. *Compensation(s) sought*

In view of the facts mentioned in paragraph 4 above, the applicant prays for the following compensation(s).....[Specify below the compensation(s) claimed explaining the grounds of claim(s) and the legal provisions (if any) relied upon]

6. *Claim not pending with any other court, etc.*

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

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

(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 ofthe applicant do hereby verify that the contents of paragraphs (1 to 8) are true to my personal knowledge and belief and that I have not suppressed any material fact(s).

Place:

Date:

Signature of the applicant(s).

FORM O
[See rule 38(1)]

ANNUAL STATEMENT OF ACCOUNTS

RECEIPTS AND PAYMENTS ACCOUNT FOR THE YEAR ENDED IN.....

(In Rupees)

<i>A/c Code</i>	<i>Receipts</i>	<i>Current Year as on</i>	<i>Previous Year as on</i>	<i>A/c Code</i>	<i>Payments</i>	<i>Current year as on</i>	<i>Previous year as on</i>
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
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		

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
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 Pay Bills			18.	By Overtime		
				19.	By Honorarium		
				20.	By Other Office Expenses		
				21.	By Expenditure on Research		
				22.	By Consultation Expenses		
				23.	By Seminars and Conferences		
				24.	By Publications of Authority		
				25.	By Rent and Taxes		
				26.	By Interest on Loans		
				27.	By Promotional Expenses		
				28.	By Membership Fee		
				29.	By Subscription		
				30.	By Purchase of Fixed Assets (specify)		
				31.	By Investments and Deposits:		

			31.1	By Investments		
			31.2	By Deposits		
			32.	By Security Deposits		
			33.	By Loans and Advances to:		
			33.1	By Employees		
			33.1.1.	By Bearing Interest		
			33.1.2.	By Not bearing Interest		
			33.2.	By Suppliers/Contractors		
			33.3.	By others (specify)		
			34.	By Repayment of Loan		
			35.	By Others:		
			35.1.	By Leave Salary and Pension		
			35.2.	Contribution		
			35.3.	By Audit Fee		
			35.4.	By Misc.		
			36.	By Balance carried down:		
			36.1	By Bank		
			36.2	By Cash in hand		
	Total			Total		

Member(s) (Signature)

Chairperson (Signature)

INCOME AND EXPENDITURE ACCOUNT FOR THE 1ST APRIL,.....TO 31ST MARCH,.....

(In Rupees)

<i>A/c Code</i>	<i>Expenditure</i>	<i>Current Year as on</i>	<i>Previous Year as on</i>	<i>A/c Code</i>	<i>Income</i>	<i>Current Year as on</i>	<i>Previous Year as on</i>
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
37.	To Chairperson and Members:			61.	By Fee, Charges and Fine:		
37.1.	To Pay and Allowances			61.1.	By Fee		
37.2.	To Other Benefits			61.2.	By Charges		
37.3.	To Travelling Expenses			61.3.	By Fines		
37.3.1.	To Overseas			61.4.	By Others (specify)		
37.3.2.	To Domestic			62.	By Grants:		
38.	To Officers:			62.1.	By Account with Government		
38.1.	To Pay and Allowances			62.2.	By Others (Specify)		
38.2.	To Retirement Benefits			63.	By Gifts		
38.3.	To Other Benefits			64.	By Seminars and Conferences		
38.4.	To Travelling Expenses			65.	By Sale of Publications		
38.4.1.	To Overseas			66.	By Income on Investments and Deposits:		
38.4.2.	To Domestic			66.1.	By Income on Investments		
39.	To Staff:			66.2.	By Income on Deposits		
39.1.	To Pay and Allowances			66.3.	By Interest on Loan and Advances		
39.2.	To Retirement Benefits			67.	By Miscellaneous Income:		
39.3.	To Other Benefits			67.1.	By Gain on Sales of Assets		

39.4.	To Travelling expenses			67.2.	By Excess of expenditure over income		(
39.4.1.	To Overseas			67.3.	(Transferred to Capital Fund Account)		
39.4.2.	To Domestic						
40.	To hire of Conveyance						
41.	To Wages						
42.	To Overtime						
43.	To Honorarium						
44.	To Other office expenses						
45.	To expenditure on Research						
46.	To Consultation expenses						
47.	To Seminars and Conferences						
48.	To Publications of Real Estate Regulatory Authority						
49.	To Rent and Taxes						
50.	To Interest on loans						
51.	To Promotional Expenses						
52.	To Membership fee						
53.	To Subscription						
54.	To Others:						
54.1.	To Leave Salary and Pension						

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
54.2.	Contribution						
54.3.	To Audit Fee						
54.4.	To Misc.						
55.	To Depreciation						
56.	To Loss on sale of assets						
57.	To Bad Debts written off						
58.	To Provision for bad & doubtful debts						
59.	To Excess of income over Expenditure						
	Total				Total		

Member(s) (Signature)

Chairperson (Signature)

BALANCE SHEET AS ON 31ST MARCH.....

(In Rupees)

<i>A/c Code</i>	<i>Liabilities</i>	<i>Current Year as on</i>	<i>Previous Year as on</i>	<i>A/c Code</i>	<i>Assets</i>	<i>Current Year as on</i>	<i>Previous Year as on</i>
68.	Funds:			72.	Fixed Assets:		
68.1.	Capital Fund			72.1.	Gross Block at Cost		
68.2.	Add Excess of Income over Expenditure/less excess of Expenditure over Income			72.2.	Less Cumulative depreciation		
68.3.	Other Funds (Specify)			72.3.	Net Block		
69.	Reserves			73.	Capital Work-in-progress		
70.	Loans:			74.	Investments & Deposits:		
70.1.	Government			74.1.	Investment		
70.2.	Others			74.2.	Deposits		
71.	Current Liabilities and provisions			75.	Loans and Advances:		
				75.1.	Account with Government		
				76.	Sundry Debtors		
				77.	Cash and Bank Balances		
				78.	Other Current Assets		
	Total				Total		
Accounting Policies and Notes:							

Member(s) (Signature)

Chairperson (Signature)

FORM P
[See rule 39(1)]

ANNUAL REPORT TO BE PREPARED BY REGULATORY AUTHORITY

I. Return on registration of promoters and real estate agents

(A) In relation to Promoters/Real Estate Projects:

<i>Serial Number</i>	<i>Name of promoter</i>	<i>Address of promoter</i>	<i>Description of project for which registration has been issued</i>	<i>Fee paid</i>	<i>Registration Number</i>	<i>Date of issue of registration</i>	<i>Date on which registration expires</i>	<i>Date of extension of registration with period of extension</i>	<i>Remarks</i>
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)

(B) In relation to Real Estate Agents:

<i>Serial Number</i>	<i>Name of Real Estate Agent</i>	<i>Address of Real Estate Agent</i>	<i>Registration Fee paid</i>	<i>Date of issue of registration certificate</i>	<i>Date on which registration certificate expires</i>	<i>Date and period of renewal of registration certificate</i>	<i>Remarks</i>
(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

Sl. No.	No. of Cases pending in the last quarter by the regulatory authority	No. of Cases received during the quarter by the regulatory authority	No. of Cases disposed of by the regulatory authority

Sl. 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

Sl. 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 rules and regulations made thereunder by the promoters, allottees and real estate agents

Sl. 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

<i>Sl. No.</i>	<i>Name of the Promoter</i>	<i>Details of the directions issued</i>	<i>Penalty imposed</i>	<i>Whether Paid</i>

<i>Sl. No.</i>	<i>Name of the Allottee</i>	<i>Details of the directions issued</i>	<i>Penalty imposed</i>	<i>Whether Paid</i>

<i>Sl. No.</i>	<i>Name of the Real Estate Agent</i>	<i>Details of the directions issued</i>	<i>Penalty imposed</i>	<i>Whether Paid</i>

By order of the Governor,

DR. USHA TITUS,
Principal Secretary to Government.

Explanatory Note

(This does not form part of the notification, but is intended to indicate its general purport.)

Section 84 of the Real Estate (Regulation and Development) Act, 2016 (Central Act 16 of 2016) empowers the State Government to make rules for carrying out the provisions of the Act. Hence the Government have decided to make rules for the above purpose.

This notification is intended to achieve the above object.
