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

GOVERNMENT OF WEST BENGAL

Housing Department

(Law Branch)

**A-Block, 1st Floor, New Secretariat Buildings,
1, Kiran Sankar Roy Road, Kolkata - 700 001**

NOTIFICATION

No. 28-HIV/3M-14/17 dated 05.6.2018 – In exercise of the powers conferred by sub-section (1) of section 80 of the West Bengal Housing Industry Regulation Act, 2017 (West Ben. Act XLI of 2017), the Governor is pleased hereby to make the following rules, namely: –

CHAPTER I

1. Short title and Commencement

- (1) These rules may be called the **West Bengal Housing Industry Regulation Rules, 2018**.
- (2) They shall come into force on the date of their publication in the Official Gazette.

2. Definitions

- (1) In these rules, unless the context otherwise requires, –

- (a) "**Act**" means the **West Bengal Housing Industry Regulation Act, 2017** (West Ben. Act XLI of 2017);
- (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) "**Form**" means a form appended to these rules;
- (e) "**land cost**" means the land value as would be determined by the Directorate of Registration and Stamp Revenue under Finance Department, Government of West Bengal considering the value of land at relevant

time of purchase (for any time on and after 31.01.1994) together with an interest @ 6% per annum till the time of registration of the project:

Provided that the method of determination of the value of the land prior to 31.01.1994 will be arrived at by the Department in consultation with the Directorate of Registration and Stamp Revenue.

- (f) **"layout plan"** means a plan of the project depicting the division or proposed division of land into plots, roads, open spaces, amenities, etc. and other details as may be necessary;
 - (g) **"project land"** means any parcel or parcels of land on which the project is developed and constructed by a promoter;
 - (h) **"section"** means a section of the Act;
 - (i) **"Car Parking area"** means an area either enclosed or unenclosed, covered or open excluding open Car parking areas reserved for common areas and facilities to park vehicles located at any level having sufficient drive way and manoeuvring space for loading and unloading as sanctioned by the Competent Authority and includes all types of car parking areas sanctioned by the Competent Authority;
 - (j) **"cost of construction"** shall mean and include total costs involved in developing the real estate project, including taxes, cess, sanction fees, approvals, licenses, and other statutory charges, development and other charges including but not limited to over head costs, cost of interests, marketing costs and other ancillary costs thereto;
- (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

HOUSING PROJECT REGISTRATION

3. **Information and documents to be furnished by the promoter for registration of project.**- (1) The promoter shall furnish the following additional information and documents, along with those specified under the relevant sections of the Act, for registration of the real estate project with the 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 open parking areas as well as all types of parking areas available in the said real estate project;
 - (d) copy of the legal title deed reflecting the title of the promoter to the land on which 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 and documents, 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.
- (2) The declaration to be submitted under clause (I) of sub-section (2) of section 4 of the Act, shall be as per Form 'A', which shall include a declaration stating that the promoter shall not discriminate against any allottee at the time of allotment of any apartment, plot or building, as the case may be.

4. **Disclosure by promoters of existing projects.**— (1) Upon the notification for commencement of the Act, promoters of all ongoing projects which have not received completion certificate shall, within the time specified in the section 3, make an application to the Authority under section 4.
 - (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.
5. **Withdrawal of sums deposited in separate account.**— (1) For the purposes of sub-clause (D) of clause (I) 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 (I) of sub-section (2) of section 4, the construction cost shall be the cost incurred by the promoter, towards the on-site expenditure for the physical development of the project.
6. **Grant or rejection of registration of the project.**— (1) Upon the registration of the Real Estate Project, the Authority shall issue a registration certificate with a registration number as per Form 'B' to the promoter.
 - (2) In case of rejection of the application for registration of the Real Estate Project, the Authority shall inform the applicant as per Form 'C'.
7. **Extension of registration of the project.**— Extension of the registration shall be made in accordance with section 6 of the Act.
8. **Revocation of Registration of the project.**— Upon the revocation of registration of a project as per section 7 the Authority shall inform the promoter about such revocation as per Form 'C'.
9. **Agreement for sale.**— (1) For the purpose of sub-section (2) of section 13, the agreement for sale shall be in the form as per Annexure 'A'.
 - (2) Any application letter, allotment letter or any other document signed by the allottee, in respect of the apartment, plot or building, prior to the execution and registration of the agreement for sale for such apartment, plot or building, as the case may be, shall not be construed to limit the rights and interests of the allottee under the agreement for sale or under the Act or the rules or the regulations made thereunder.
10. **Use of common facilities regarding phase-wise registration** — Where the real estate project is to be developed in phases, every such project shall be considered to be as a stand-alone real estate project and use of common facilities and areas shall be as such as agreed upon by the Promoter and the Purchasers.

CHAPTER III

REAL ESTATE AGENT REGISTRATION

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 as per Form 'D' along with the following documents, namely:—
 - (a) brief details of his enterprise including its name, registered address, type of enterprise (proprietorship, societies, partnership, companies etc.);
 - (b) particulars of registration including the bye-laws, memorandum of association, articles of association etc. as the case may be;
 - (c) photograph of the real estate agent if it is an individual and the photograph of the partners, directors etc. in case of other entities;
 - (d) authenticated copy of the PAN card;

- (e) income tax returns filed under the provisions of the Income Tax Act, 1961 for three financial years preceding the application or in case the applicant was exempted from filing returns under the provisions of the Income Tax Act, 1961 for any of the three year preceding the application, a declaration to such effect;
 - (f) authenticated copy of the address proof of the place of business; and
 - (g) such other information and documents, as may be specified by regulations.
- (2) The real estate agent shall pay a registration fee at the time of application for registration by way of a demand draft drawn on any scheduled bank, for a sum of rupees twenty-five thousand in case of the applicant being an individual; or rupees two lakh fifty thousand in case of the applicant being anyone other than an individual.
- 12. Grant of Registration to the real estate agent.**— (1) Upon the registration of a real estate agent as per section 9 read with rule 11 of these rules, the Authority shall issue a registration certificate with a registration number as per Form 'E' to the real estate agent.
- (2) In case of rejection of the application as per section 9 the Authority shall inform the applicant as per Form 'F'.
- (3) The registration granted under this rule shall be valid for a period five years.
- 13. Renewal of registration of real estate agent.**— (1) The registration granted under section 9, may be renewed as per sub-section (6) of section 9, on an application made by the real estate agent in Form 'G' which shall not be less than three months prior to the expiry of the registration granted.
- (2) The application for renewal of registration shall be accompanied with a demand draft drawn on any scheduled bank, for a sum of rupees five thousand in case of the real estate agent being an individual or rupees fifty thousand in case of the real estate agent being anyone other than an individual.
- (3) The real estate agent shall also submit all the updated documents set out in clauses (a) to (f) of rule 11 at the time of application for renewal.
- (4) In case of renewal of registration, the Authority shall inform the real estate agent about the same as per Form 'H' and in case of rejection of the application for renewal of registration the Authority, shall inform the real estate agent as per Form 'F':
- 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, revoke the registration granted to the real estate agent or renewal thereof, as the case may be, and intimate the real estate agent of such revocation as per Form 'F'.
- 15. Maintenance and preservation of books of accounts, records and documents.**— The real estate agent shall maintain and preserve books of account, records and documents in accordance with the provisions of the Income Tax Act, 1961.
- 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, the Authority shall ensure that the following information shall be made available on its website in respect of each project registered:

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

- (A) Name and address of the firm
- (B) Names of promoters
- (C) Year of establishment
- (D) Names and profile of key projects completed
- (v) Location: the location details of the project, with clear demarcation of land dedicated for the project along with its boundaries including the latitude and longitude of the end points of the project as provided under clause (f) of sub-section (2) of section 4.
- (vi) Development Plan:
 - (A) The plan of development works to be executed in the proposed project and the proposed facilities to be provided thereof including fire fighting facilities, drinking water facilities, emergency evacuation services, use of renewable energy etc. as provided under clause (e) of sub-section (2) of section 4;
 - (B) Amenities: a detailed note explaining the salient features of the proposed project including access to the project, design for electric supply including street lighting, water supply arrangements and site for disposal and treatment of storm and sullage water, any other facilities and amenities or public health services proposed to be provided in the project;
 - (C) Gantt Charts and Project schedule: the plan of development works to be executed in the project and the details of the proposed facilities to be provided thereof.
- (c) Financials of the promoter:
 - (i) authenticated copy of the PAN card of the promoter
 - (ii) audited balance sheet of the promoter for the preceding financial year and income tax returns of the promoter for three preceding financial years and in case of a newly incorporated or registered entity annual returns of the last 3 financial years of the parent entity.
- (d) The promoter shall upload the following updates on the webpage for the project, within seven days from the expiry of each quarter:
 - (i) List of number and types of apartments or plots, as the case may be booked;
 - (ii) List of number of garages and car parking areas booked;
 - (iii) Status of the project:
 - (A) Status of construction of each building with photographs;
 - (B) Status of construction of each floor with photographs;
 - (C) Status of construction of internal infrastructure and common areas with photographs.
 - (iv) Status of approvals:
 - (A) Approval received;
 - (B) Approvals applied and expected date of receipt;
 - (C) Approvals to be applied and date planned for application;
 - (D) Modifications, amendment or revisions, if any, issued by the competent authority with regard to any license, permit or approval for the project.
- (e) Downloads:

(i) Approvals:

(A) No Objection certificates

- Consent to Establish and Operate;
- Environmental Clearance;
- Fire NOC;
- Permission from Water and Sewerage department;
- Height clearance from Airport Authority of India, if any;
- Such other approvals as may be required and obtained for the project.

Note :- The No objection certificates stated herein shall be given as applicable as per statutory requirement.

- (B) Authenticated copy of the license or land use permission, building sanction plan and the commencement certificate from the competent authority obtained in accordance with the laws applicable for the project, and where the project is proposed to be developed in phases, an authenticated copy of the license or land use permission, building sanction plan and the commencement certificate for each of such phases;
- (C) Authenticated copy of the site plan or site map showing the location of the project land along with names of revenue estates, survey numbers, cadastral numbers, khasra 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 and completion certificate including its application.

(ii) Legal Documents:

- (A) Details including the proforma of the application form, allotment letter, agreement for sale and the conveyance deed;
- (B) Authenticated copy of the legal title deed 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 and other documents reflecting the title of such owner on the land proposed to be developed;
- (F) Sanction letters:
 - From banks for construction finance;
 - From banks for home loan tie-ups.

- (f) Contact details: Contact address, contact numbers and email-ids of the promoter and other officials handling the project.

- (g) Such other documents or information as may be specified by the Act or the rules and regulations made thereunder.
- (2) For the purpose of clause (c) of section 34, the Authority shall maintain a database and ensure that the information specified therein shall be made available on its website in respect of each 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 including its name, registered address, type of enterprise (proprietorship, societies, partnership, companies etc.);
 - (iii) particulars of registration including the bye-laws, memorandum of association, articles of association etc. as the case may be;
 - (iv) photograph of the real estate agent if it is an individual and the photograph of the partners, directors etc. in case of other persons;
 - (v) authenticated copy of the PAN card;
 - (vi) income tax returns filed under the provisions of the Income Tax Act, 1961 for three financial years preceding the application or in case the applicant was exempted from filing returns under the provisions of the Income Tax Act, 1961 for any of the three year preceding the application, a declaration to such effect;
 - (vii) authenticated copy of the address proof of the place of business and the contact address, contact numbers and email-ids of the real estate agent and other officials responsible.
- (b) In case of applicants whose application for registration as a real estate agent have been rejected or real estate agents whose registration has been revoked by the Authority:
- (i) registration number and the period of validity of the registration of the real estate agent with the Authority;
 - (ii) brief details of his enterprise including its name, registered address, type of enterprise (proprietorship, societies, partnership, companies etc.);
 - (iii) photograph of the real estate agent if it is an individual and the photograph of the partners, directors etc. in case of other persons.
- (c) Such other documents or information as may be specified by the Act or the rules and regulations made thereunder.
- (4) The Authority shall maintain a back-up, in digital form, of the contents of its website in terms of this rule, and ensure that such back-up is updated on the last day of each month.

CHAPTER V

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

- 18. Rate of interest payable by the promoter and the allottee under section 13.**— The rate of interest payable by the promoter to the allottee or by the allottee to the promoter, as the case may be under section 13 shall be the State Bank of India Prime Lending Rate plus two percent per annum in case of delay of payment by the allottee and delay on handing over the possession by the Promoter, as the case may be.

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

CHAPTER VI

HOUSING INDUSTRY REGULATORY AUTHORITY

20. There shall be Housing Industry Regulatory Authorities in the State under section 20 of the Act.
21. **Manner of selection of chairperson and members of the Authority.** (1) As and when vacancies of Chairperson or a Member in the Authority exist or arise, or are likely to arise, the State Government may make a reference to the Selection Committee in respect of the vacancies to be filled.
- (2) The Selection Committee may, for the purpose of selection of the Chairperson or a Member of the Authority, follow such procedure as deemed fit including the appointment of a search committee consisting of such persons as the Selection Committee considers appropriate to suggest a panel of names possessing the requisite qualification and experience and suitable for being considered for appointment as Chairperson or Member of the Authority.
- (3) The Selection Committee shall select three persons for each vacancy and recommend the same to the State Government.
- (4) The Selection Committee shall make its recommendation to the State Government within a period of sixty days from the date of reference made under sub-rule (1).
- (5) The State Government shall within thirty days from the date of the recommendation by the Selection Committee, appoint one of the three persons recommended by the Selection Committee for the vacancy of the Chairperson or Member, as the case may be.
22. **Salary and allowances payable and other terms and conditions of service of Chairperson and Members of the Authority.**— (1) The salaries and allowances payable to the Chairperson and Members of the Authority shall be as follows:
- (a) the Chairperson shall draw salary equivalent to his last pay drawn minus Pension amount and other admissible allowances which he was drawing last;
- (b) the whole-time Member shall draw salary equivalent to his last pay drawn minus Pension amount and other admissible allowances which he was drawing last;
- (c) if the chairperson or any member who had not been in Government service and who does not get any pension, shall get salary as may be decided by the State Government from time to time;
- (d) every part-time member, who is not a servant of the Government, shall be paid a sitting allowance for each day he attends the meetings of the Authority as may be determined by the State Government, from time to time and he shall not be entitled to any allowance relating to house and vehicle.
- (2) The Chairperson and every other Member shall be entitled to thirty days of earned leave for every year of service.
- (3) The other allowances and conditions of service of the Chairperson and the whole-time Member shall be as per notification issued by the State Government from time to time.
23. **Administrative powers of the Chairperson of the Authority.**— The administrative powers of the Chairperson of the Authority shall include making decisions with regard to the following:

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

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

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

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

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

- (2) The working days and office hours of the Authority shall be the same as that of the State Government.
- (3) The official common seal and emblem of the Authority shall be such as the State Government may specify.

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

- (a) require the promoter, allottee or real estate agent to furnish in writing such information or explanation or produce such documents 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 law, 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.
27. **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 in the manner provided in the Bengal Public Demand Recovery Act, 1913.
28. **Manner of implementation of order, direction or decisions of the the Authority or the Appellate Tribunal.**— For the purpose of sub-section (2) of section 40, every order passed by the Authority or Appellate Tribunal, as the case may be, under the Act or the rules and regulations made thereunder, shall be enforced by the 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 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

HOUSING INDUSTRY APPELLATE TRIBUNAL

29. **Form for filing Appeal and the fees payable.**— (1) Every appeal filed under sub-section (2) 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 and payable at the main branch of that Bank at the station where the seat of the said Appellate Tribunal is situated.
- (2) Every appeal shall be filed as per Form 'I' 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 by regulation.
- 30. Manner of selection of members of the Appellate Tribunal.**— (1) As and when vacancies of a Member in the Appellate Tribunal exist or arise, or are likely to arise, the State Government may make a reference to the Selection Committee in respect of the vacancies to be filled.
- (2) The Selection Committee may, for the purpose of selection of the Member of the Appellate Tribunal, follow such procedure as deemed fit including the appointment of a search committee consisting of such persons as the Selection Committee considers appropriate to suggest a panel of names possessing the requisite qualification and experience and suitable for being considered for appointment as Member of the Appellate Tribunal.
- (3) The Selection Committee shall select two persons for each vacancy and recommend the same to the State Government.
- (4) The Selection Committee shall make its recommendation to the State Government within a period of sixty days from the date of reference made under sub-rule (1).
- (5) The State Government shall within thirty days from the date of the recommendation by the Selection Committee, appoint one of the two persons recommended by the Selection Committee for the vacancy of the Member.
- 31. Salary and allowances payable and other terms and conditions of service of Chairperson and Members of the Appellate Tribunal.**— (1) The salaries and allowances payable to the Chairperson and Members of the Appellate Tribunal shall be as follows:
- (a) the Chairperson shall be paid a monthly salary equivalent to the last drawn salary by such person, as a Judge of a High Court minus his pension amount and other allowances as applicable to Additional Chief Secretary rank officer;
- (b) the Member shall be paid a monthly salary equivalent to the last drawn salary at the post held by such person minus pension amount, prior to his appointment as a Member of the Appellate Tribunal and other allowances as drawn last by him;
- (c) if any member who had not been in Government service and who does not get any pension, shall get salary as may be decided by the State Government from time to time;
- (d) every Member, who is not a servant of the Government, shall be paid a sitting allowance for each day he attends the meetings of the Appellate Tribunal and other allowances as may be determined by the State Government, from time to time.
- (2) The Chairperson and every other Member shall be entitled to thirty days of earned leave for every year of service.
- (3) The other allowances and conditions of service of the Chairperson and the Member shall be as per notification issued by the State Government from time to time.
- 32. Procedure for inquiry of the charges against the Chairperson or Member of the Authority or the Appellate Tribunal.**— (1) In the event of the State Government becoming aware of occurrence of any of the circumstances specified in clause (d) or clause (e) of sub-section (1) of section 26 in case of a Chairperson or Member of the Authority or as specified under sub-section (1) of section 48 in case of a Chairperson or Member of the Appellate Tribunal, by receipt of a complaint in this regard or *suo motu*, as the case may be, the State Government shall make a preliminary scrutiny with respect to such charges against the Chairperson or any Member of the Authority or Appellate Tribunal, as the case may be.
- (2) If, on preliminary scrutiny, the State Government considers it necessary to investigate into the allegation, it shall place the complaint, if any, together with supporting material as may be available, before a retired Judge of the High Court.
- (3) The State Government shall forward to the said Judge, copies of—
- (a) the statement of charges against the Chairperson or Member of the Authority or Appellate Tribunal, as the case may be; and

- (b) material documents relevant to the inquiry.
- (4) The Chairperson or Member of the Authority or Appellate Tribunal, as the case may be, shall be given a reasonable opportunity of being heard with respect to the charges within the time period as may be specified in this behalf by the said Judge.
- (5) Where it is alleged that the Chairperson or Member of the Authority or Appellate Tribunal as the case may be is unable to discharge the duties of his office efficiently due to any physical or mental incapacity and the allegation is denied, the Judge may arrange for the medical examination of the Chairperson or Member of the Authority or Appellate Tribunal as the case may be.
- (6) After the conclusion of the inquiry, the Judge shall submit his report to the State Government stating therein his findings and the reasons thereof on each of the articles of charges separately with such observations on the whole case as he thinks fit.
- (7) Thereafter, the State Government shall in consultation with the Chief Justice of the High Court at Calcutta decide to either remove or not to remove the Chairperson or Member of the Authority or Appellate Tribunal, as the case may be.
- 33. Salary and allowances payable and other terms and conditions of service of the officers and other employees of the Appellate Tribunal.**— The conditions of service of the officers and employees of the Appellate Tribunal and any other category of employees in the matter of pay, allowances, leave, joining time, joining time pay, age of superannuation and other conditions of service, shall be regulated in accordance with such rules and regulations as are, from time to time, applicable to officers and employees of the State Government and drawing the corresponding scales of pay.
- 34. Additional powers of the Appellate Tribunal.**— The Appellate Tribunal may call upon such experts or consultants from the fields of law, 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.
- 35. Administrative powers of the Chairperson of the Appellate Tribunal.**— The administrative powers of the Chairperson of the Appellate Tribunal shall include making decisions with regard to the following:—
 - (a) all matters pertaining to staff strength, wages and salaries structures, emoluments, perquisites and personnel policies;
 - (b) all matters pertaining to creation and abolition of posts;
 - (c) all matter pertaining to appointments, promotions and confirmation for all posts;
 - (d) acceptance of resignations by any Member, officer or employee;
 - (e) officiating against sanctioned posts;
 - (f) authorization of tours to be undertaken by any Member, officer or employee: within and outside India and allowance to be granted for the same;
 - (g) all matters in relation to reimbursement of medical claims;
 - (h) all matters in relation to grant or rejection of leaves.
 - (i) permission for hiring of vehicles for official use;
 - (j) nominations for attending seminars, conferences and training courses in India or abroad;
 - (k) permission for invitation of guests to carry out training course;
 - (l) all matters pertaining to staff welfare expenses;
 - (m) sanction scrapping or write-off of capital assets which due to normal wear and tear have become unserviceable or are considered beyond economical repairs;
 - (n) all matters relating to disciplinary action against any Member, officer or employee.

CHAPTER VIII MISCELLANEOUS

- 36. Manner of filing complaint with the Regulatory Authority and the manner of holding an inquiry by the Regulatory Authority** – (1) Any aggrieved person may file a complaint with the Authority for any violation under the Act or the rules and regulations made thereunder, save as those provided to be adjudicated by the Authority as per Form 'J' 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 the Housing Industry Regulatory Authority and payable at the main branch of that bank at the station where the seat of the said Authority is situated.
- (2) The Authority shall for the purposes of deciding any complaint as specified under sub-rule (1), follow summary procedure for inquiry in the following manner:
- (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;
 - (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 it may dismiss the complaint;
 - (e) in case the Authority is satisfied on the basis of the submissions made that there is need for further hearing into the complaint it may order production of documents or other evidence on a date and time fixed by it;
 - (f) the Authority shall have the power to carry out an inquiry into the complaint on the basis of documents and submissions;
 - (g) On the date so fixed, the Authority upon consideration of the evidence produced before it and other records and submissions is satisfied that –
 - (i) the respondent is in contravention of the provisions of the Act or the rules and regulations made thereunder it shall pass such orders including imposition of penalty as it thinks fit in accordance with the provisions of the Act or the rules and regulations made thereunder;
 - (ii) the respondent is not in contravention of the provisions of the Act or the rules and regulations made thereunder the Authority may, by order in writing, dismiss the complaint, with reasons to be recorded in writing;
 - (h) if any person fails, neglects or refuses to appear, or present himself as required before the Authority, the Authority shall have the power to proceed with the inquiry in the absence of such person or persons after recording the reasons for doing so.
- 37. Manner of filing complaint with the Regulatory Authority and the manner of holding an inquiry by the Regulatory Authority** – (1) Any aggrieved person may file a complaint with the Authority for compensation under section 12, 14, 18 and 19 as per Form 'K' 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 the West Bengal Housing Industry Authority and payable at the main branch of that bank at the station where the seat of the said Authority is situated.

- (2) The Authority shall for the purposes of adjudging compensation follow summary procedure for inquiry in the following manner:—
- (i) upon receipt of the complaint, the Authority shall issue a notice along with particulars of the alleged contravention and the relevant documents to the promoter;
 - (j) the notice shall specify a date and time for hearing;
 - (k) On the date so fixed, the Authority shall explain to the promoter about the contravention alleged to have been committed in relation to any of the provisions of the Act or the rules and regulations made thereunder and if the promoter:
 - (iii) pleads guilty, the Authority shall record the plea, and award such compensation as it thinks fit in accordance with the provisions of the Act or the rules and regulations, made thereunder;
 - (iv) does not plead guilty and contests the complaint the Authority shall demand an explanation from the promoter;
 - (l) in case the Authority is satisfied on the basis of the submissions made that the complaint does not require any further inquiry it may dismiss the complaint;
 - (m) 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 him;
 - (n) the Authority shall have the power to carry out an inquiry into the complaint on the basis of documents and submissions;
 - (o) On the date so fixed, the Authority upon consideration of the evidence produced before him and other records and submissions is satisfied that the promoter is—
 - (iii) liable to pay compensation, the Authority may, by order in writing, order payment of such compensation, as deemed fit by the promoter to the complainant; or
 - (iv) not liable to any compensation, the Authority may, by order in writing, dismiss the complaint, with reasons to be recorded in writing.
 - (p) 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.

CHAPTER IX BUDGET AND REPORT

38. **Budget, accounts and audit.**— The Authority shall prepare a budget, maintain proper accounts and other relevant records and prepare an annual statement of accounts as provided in sub-section (1) of section 73 as per Form 'L'.
39. **Report and Returns.**— The Authority shall prepare its annual report as provided in sub-section (1) of section 74 as per Form 'M'.

FORM 'A'
[See rule 3(2)]

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

Affidavit cum Declaration

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

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

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

OR

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

AND

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

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

OR

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

3. That the time period within which the project shall be completed by me/promoter is _____.
4. That seventy per cent of the amounts realised by me/promoter for the real estate project from the allottees, from time to time, shall be deposited in a separate account to be maintained in a scheduled bank to cover the cost of construction and the land cost and shall be used only for that purpose.
5. That the amounts from the separate account, to cover the cost of the project, shall be withdrawn in proportion to the percentage of completion of the project.
7. 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 that I / promoter shall get the accounts audited within six months after the end of every financial year by a chartered accountant in practice, and shall produce a statement of accounts duly certified and signed by such chartered accountant and it shall be verified during the audit that the amounts collected for a particular project have been utilised for the project and the withdrawal has been in compliance with the proportion to the percentage of completion of the project.
8. That I / promoter shall take all the pending approvals on time, from the competent authorities.
9. That I / promoter have / has furnished such other documents as have been prescribed by the rules and regulations made under the Act.
10. That I / promoter shall not discriminate against any allottee at the time of allotment of any apartment, plot or building, as the case may be, on any grounds.

Deponent

Verification

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

Verified by me at _____ on this _____ day of _____

Deponent

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

REGISTRATION CERTIFICATE OF PROJECT

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

(Specify Details of Project including the project address);

1. (in the case of an individual) Mr./Ms. _____ son of
Mr./Ms. _____ Sub-Divn. _____
District _____ State _____;

OR

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

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

Dated:

Place:

Signature and seal of the Authorized Officer
Housing Industry Regulatory Authority

FORM 'C'
[See rule 6(2), rule 8]

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

From:

The Housing Industry Regulatory Authority,

To

Application/Registration No.: _____

Dated: _____

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

OR

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

OR

You are hereby informed that the registration granted to your project is hereby revoked.

for the reasons set out:- _____

Place :

Dated :

Signature and seal of the Authorized Officer
Housing Industry Regulatory Authority

FORM 'D'
[See rule 11]

APPLICATION FOR REGISTRATION OF REAL ESTATE AGENT

To

The Housing Industry Regulatory Authority

Sir,

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

1. (in the case of an individual) Mr./Ms. _____ son of
Mr./Ms. _____ Sub-Divn. _____
District _____ State _____;

OR

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

2. The requisite particulars are as under:-

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

(ii) In case of individual -

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

OR

In case of firm / societies / companies -

- (a) Name
- (b) Address
- (c) Copy of registration certificate
- (d) Major activities

(iii) Name, photograph and address of partners / directors etc.

(iv) 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;

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

-
- (vi) authenticated copy of the address proof of the place of business;
- (vii) Details of registration in any other State or Union territory;
- (viii) Any other information the applicant may like to furnish.
3. I/we enclose the following documents along with, namely:—
- (i) Demand Draft No. _____ dated _____ for a sum of Rs . _____ in favour of _____, drawn on _____ bank as registration fee as per sub-rule (2) of rule 11;
- (ii) Income tax returns of the last 3 years or declaration as the case may be;
- (iii) authenticated copy of the PAN card of the real estate agent; and
- (iv) authenticated copy of the registration as a real estate agent in any other State or Union territory, if applicable;
4. I/we solemnly affirm and declare that the particulars given in herein are correct to my/ our knowledge and belief

Dated:

Place:

Yours faithfully,

Signature and seal of the applicant(s)

FORM 'E'
[See rule 12]

REGISTRATION CERTIFICATE OF REAL ESTATE AGENT

1. This registration is granted under section 9 of the Act with registration certificate bearing No. _____ to -
(in the case of an individual) Mr./Ms. _____ son of Mr./Ms.
_____ Sub-Divn. _____ District _____ State
_____;

OR

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

to act as a real estate agent to facilitate the sale or purchase of any plot, apartment or building, as the case may be,
in real estate projects registered in the _____ (State) in terms of the Act and the rules and regulations
made thereunder,

2. This registration is granted subject to the following conditions, namely:—
- (i) The real estate agent shall not facilitate the sale or purchase of any plot, apartment or building, as the case may be, in a real estate project or part of it, being sold by the promoter which is required but not registered with the Authority;
 - (ii) The real estate agent shall maintain and preserve such books of account, records and documents as provided under rule 14;
 - (iii) The real estate agent shall not involve himself in any unfair trade practices as specified under clause (c) of section 10;
 - (iv) The real estate agent shall provide assistance to enable the allottee and promoter to exercise their respective rights and fulfill their respective obligations at the time of booking and sale of any plot, apartment or building, as the case may be;
 - (v) The real estate agent shall comply with the provisions of the Act and the rules and regulations made thereunder;
 - (vi) The real estate agent shall not contravene the provisions of any other law for the time being in force in the area where the project is being developed.
- (3) The real estate agent shall discharge such other functions as may be specified by the Authority by regulations;
The registration is valid for a period of five years commencing from _____ and ending
with _____ unless renewed by the Authority in accordance with the provisions of the Act or
the rules and regulations made thereunder.
3. If the above mentioned conditions are not fulfilled by the real estate agent, the Authority may take necessary action against the real estate agent including revoking the registration granted herein, as per the Act and the rules and regulations made thereunder.

Dated:

Place:

Signature and seal of the Authorized Officer
Housing Industry Regulatory Authority

FORM 'F'
[See rule 12, 13(4), 14]

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

From:

The Housing Industry Regulatory Authority,

To

Application / Registration No.: _____

Dated:

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

OR

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

OR

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

For the reasons set out: - _____

Place:

Dated:

Signature and seal of the Authorized Officer
Housing Industry Regulatory Authority

FORM 'G'
[See rule 13]

APPLICATION FOR RENEWAL OF REGISTRATION OF REAL ESTATE AGENT

From:

To

The Housing Industry Regulatory Authority,

Sir,

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

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

- (i) A demand draft no. _____ dated _____ for rupees _____ in favour of _____ drawn _____ on bank as renewal fee;
- (ii) The original registration certificate; and
- (iii) Status of the applicant, whether individual / company / proprietorship firm / societies / partnership firm / limited liability partnership;
- (iv) In case of individual —
 - (a) Name
 - (b) Father's Name
 - (c) Occupation
 - (d) Permanent address
 - (e) PhotographOR
In case of firm / societies / companies —
 - (a) Name
 - (b) Address
 - (c) Copy of registration certificate
 - (d) Major activities
- (v) Name, photograph and address of partners / directors
- (vi) income tax returns filed under the provisions of the Income Tax Act, 1961 for three financial years preceding the application or in case the applicant was exempted from filing returns under the provisions of the Income Tax Act, 1961 for any of the three year preceding the application, a declaration to such effect;

-
- (vii) particulars of registration including the bye-laws, memorandum of association, articles of association etc. as the case may be;
 - (viii) authenticated copy of the address proof of the place of business;
 - (ix) Details of registration in any other State or Union territory;
 - (x) Any other information as specified by regulations.

Dated:

Place:

Yours faithfully,

Signature and seal of the applicant(s)

FORM 'H'
[See rule 13]

RENEWAL OF REGISTRATION OF REAL ESTATE AGENT

1. This renewal of registration is granted under section 9 of the Act to –
(in the case of an individual) Mr./Ms. _____ son of Mr./Ms. _____
Sub-Divn. _____ District _____ State _____;

OR

(in the case of a firm / society / company) _____ firm / society / company _____
_____ having its registered office/principal place of business at _____
in continuation to registration certificate bearing No. _____, of _____.
2. This renewal of registration is granted subject to the following conditions, namely:–
 - (i) The real estate agent shall not facilitate the sale or purchase of any plot, apartment or building, as the case may be, in a real estate project or part of it, being sold by the promoter which is required but not registered with the Authority;
 - (ii) The real estate agent shall maintain and preserve such books of account, records and documents as provided under rule 14;
 - (iii) The real estate agent shall not involve himself in any unfair trade practices as specified under clause (c) of section 10;
 - (iv) The real estate agent shall facilitate the possession of all documents, as the allottee is entitled to, at the time of booking of any plot, apartment or building, as the case may be;
 - (v) The real estate agent shall provide assistance to enable the allottee and promoter to exercise their respective rights and fulfill their respective obligations at the time of booking and sale of any plot, apartment or building, as the case may be;
 - (vi) The real estate agent shall comply with the provisions of the Act and the rules and regulations made thereunder;
 - (vii) The real estate agent shall not contravene the provisions of any other law for the time being in force in the area where the project is being developed;
 - (viii) The real estate agent shall discharge such other functions as may be specified by the Authority by regulations.
3. The registration is valid for a period of five years commencing from _____ and ending with _____ unless renewed by the Authority in accordance with the provisions of the Act or the rules and regulations made thereunder.
4. If the above mentioned conditions are not fulfilled by the real estate agent, the Authority may take necessary action against the real estate agent including revoking the registration granted herein, as per the Act and the rules and regulations made thereunder.

Dated:

Place:

Signature and seal of the Authorized Officer
Housing Industry Regulatory Authority

FORM 'I'
[See rule 29]

APPEAL TO APPELLATE TRIBUNAL

Appeal under section 44 of the Act

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

For use of Appellate Tribunal's office:

Date of filing: _____

Date of receipt by post: _____

Registration No.: _____

Signature: _____

Registrar: _____

IN THE HOUSING INDUSTRY 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 Authority, as the case may be passed under section(s) _____ of the Act.

6. Relief(s) sought:

In view of the facts mentioned in paragraph 5 above, the appellant prays for the following relief(s) _____
[Specify below the relief(s) sought explaining the grounds of relief(s) and the legal provisions (if any) relied upon]

7. Interim order, if prayed for:

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

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

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

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

9. Particulars of bank draft in respect of the fee in terms of sub-rule (1) of rule 29:

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

10. List of enclosures:

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

Verification

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

Place:

Date:

Signature of the appellant(s)

FORM 'J'
[See rule 36(1)]

COMPLAINT TO AUTHORITY

Complaint under section 31 of the Act

For use of Authority(s) office:

Date of filing: _____

Date of receipt by post: _____

Complaint No.: _____

Signature: _____

Authorized Officer: _____

IN THE HOUSING INDUSTRY 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 Authority:

4. The complainant declares that the subject matter of the claim falls within the jurisdiction of the Authority. Facts of the case:

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

5. Relief(s)

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

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

6. Interim order, if prayed for:

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

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

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

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

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

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

9. List of enclosures:

[Specify the details of enclosures with the complaint]

Verification

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

Place:

Date:

Signature of the complainant(s)

FORM 'K'
[See rule 37(1)]

APPLICATION TO THE WEST BENGAL HOUSING INDUSTRY REGULATORY AUTHORITY.

Claim for compensation under section 31 of the Act

For use of Authority(s) office:

Date of filing: _____

Date of receipt by post: _____

Application No.: _____

Signature: _____

Authorized Officer: _____

IN THE HOUSING INDUSTRY REGULATORY AUTHORITIES 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 :

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

4. Facts of the case:

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

5. 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).

6. Particulars of bank draft in respect of the fee in terms of sub-rule (1) of rule 37:

(iv) Amount

(v) Name of the bank on which drawn

(vi) Demand draft number

7. List of enclosures:

[Specify the details of enclosures with the application]

Verification

I _____ (name in full block letters) son / daughter of _____ the applicant do hereby verify that the contents of paragraphs [1 to 7] 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 'L'
[See rule 38]

ANNUAL STATEMENT OF ACCOUNTS

Receipts and Payments Account For the year ended _____

(In Rupees)

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

A/c Code	Receipts	Current Year As on	Previous Year As on	A/c Code	Payments	Current Year As on	Previous Year As on
				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)

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

A/c Code	Expenditure	Current Year As on	Previous Year As on	A/c Code	Payments	Current Year As on	Previous Year As on
46.	To Consultation expenses						
47.	To Seminars and conferences						
48.	To Publications of Real Estate Regulatory Authority						
49.	To Rent and Taxes						
50.	To Interest on loans						
51.	To Promotional Expenses						
52.	To membership fee						
53.	To Subscription						
54.	To Others						
54.1.	To Leave Salary and Pension						
54.2.	Contribution						
54.3.	To Audit Fee						
54.4.	To Misc.						
55.	To Depreciation						
56.	To Loss on sale of assets						
57.	To Bad Debts written off						
58.	To Provision for bad & doubtful debts						
59.	To Excess of income over Expenditure						
60.	(Transferred to capital Fund Account)						
	Total				Total		

Member(s) (Signature)

Chairperson (Signature)

Balance Sheet as on 31st March

(In Rupees)

A/c Code	Liabilities	Current Year As on	Previous Year As on	A/c Code	Assets	Current Year As on	Previous Year As on
68.	Funds			72.	Fixed Assets		
68.1	Capital Fund			72.1.	Gross Block at Cost		
68.2	Add Excess of Income over Expenditure/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 'M'

[See rule 39]

ANNUAL REPORT TO BE PREPARED BY AUTHORITY**1. Return on registration of promoters and real estate agents.****A. In relation to Promoters:**

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

B. In relation to Real Estate Agents:

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

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

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

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

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 Act and 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 Authority for contraventions of the Act and directions of the Authority.

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

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

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

ANNEXURE - A

[See rule 9]

Agreement for sale

This Agreement for Sale (**Agreement**) executed on this _____ (Date) day of _____ (Month), 20 ____,

By and Between

[If the promoter is a company]

_____ (CIN no. ____), a company incorporated under the provisions of the Companies Act, [1956 or 2013, as the case may be], having its registered office at _____ and its corporate office at _____ (PAN -), represented by its authorized signatory (Aadhar no. _____) authorized *vide* Board resolution dated _____ hereinafter referred to as the "Promoter" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns).

[OR]

[If the promoter is a Partnership firm], a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at _____, (PAN _____), represented by its authorized Partner _____ (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 the partners or partner for the time being of the said firm, the survivor or survivors of them and their heirs, executors and administrators of the last surviving partner and his/her/their assigns).

[OR]

[If the promoter is an Individual]

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

AND

[If the Allottee is a company]

_____, (CIN no.) a company incorporated under the provisions of the Companies Act, [1956 or the Companies Act, 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, and permitted assigns).

[OR]

[If the Allottee is a Partnership]

_____, a partnership firm registered under the Indian Partnership Act, 1932 having its principal place of business at _____, (PAN _____), represented by its authorized partner _____, (Aadhaar no.) duly 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 the partners or partner for the time being of the said firm, the survivor or survivors of them and their heirs, executors and administrators of the last surviving partner and his/her/their assigns).

[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 assigns).

[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 mean the members or member for the time being of the said HUF, and their respective heirs, executors, administrators and permitted assigns).

(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"

DEFINITIONS:

For the purpose of this Agreement for Sale, unless the context otherwise requires,–

- a) "Act" means the West Bengal Housing Industry Regulation Act, 2017 (West Ben. Act XLI of 2017);
- b) "Rules" means the West Bengal Housing Industry Regulation Rules, 2018 made under the West Bengal Housing Industry Regulation Act, 2017;
- c) "Regulations" means the Regulations made under the West Bengal Housing Industry Regulation Act, 2017;
- d) "section" means a section of the Act.

WHEREAS:

- A. The Promoter is the absolute and lawful owner of [khasra nos./C.S./R.O.R nos. (CS/RS/LR)/Assessment No./survey nos.] [Please insert land details as per relevant laws] _____ totally admeasuring square meters situated at in Subdivision & District etc. _____ ("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./C.S./R.O.R nos. (CS/RS/LR)/Assessment No./survey nos.] [Please insert land details as per relevant laws] _____ totally admeasuring square meters situated at _____ in Sub-division & District etc. _____ ("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 registration no. _____;

- E. The Promoter has obtained the final layout plan, sanctioned plan, specifications and approvals for the Project and also for the apartment, plot or building, as the case may be from [Please insert the name of the concerned competent authority]. The Promoter agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance with section 14 of the Act and other laws as applicable;
- F. The Promoter has registered the Project under the provisions of the Act with the West Bengal Housing Industry Regulatory Authority at _____ on _____ under registration no. _____.
- G. The Allottee had applied for an apartment in the Project *vide* application no. _____ dated _____ and has been allotted apartment no. _____ having carpet area of _____ square feet, type, on floor in [tower/block/building] no. _____ ("Building") along with garage/covered parking no. _____ admeasuring _____ square feet in the _____ [Please insert the location of the garage/covered parking], as permissible under the applicable law and of pro rata share in the common areas ("Common Areas") as defined under clause (m) of Section 2 of the Act (hereinafter referred to as the "Apartment" more particularly described in Schedule A and the floor plan or the apartment is annexed hereto and marked as Schedule B);

[OR]

The Allottee had applied for a plot in the Project *vide* application no. _____ dated _____ and has been allotted plot no. _____ having area _____ of square feet and plot for garage/covered parking admeasuring square feet (if applicable) in the _____ [Please insert the location of the garage covered parking], as permissible under the applicable law and of pro rata share in the common areas ("Common Areas") as defined under clause (m) 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/covered parking (if applicable) as specified in para G.

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

1 TERMS:

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

Block/Building/Tower	No. _____	Rate of Apartment per square feet*
Apartment No. _____		
Type _____		
Floor _____		
Total price (in rupees)		

*Provide break up of the amounts such as cost of apartment, cost of exclusive balcony or verandah areas, cost of exclusive open terrace areas, proportionate cost of common areas, preferential location charges, taxes, maintenance charges as per para II etc., if/as applicable

[AND] [if/as applicable]

Garage/Covered parking-1	Price for 1
Garage/Covered parking-2	Price for 2
Total price (in rupees)	

[OR]

Plot No. _____ Type _____ _____	Rate of plot per square feet * _____
Total price of Rupees	

*Provide break up of the amounts such as cost of plot, proportionate cost of common areas, taxes, maintenance charges as per para II etc., if/as applicable.

[AND] [if/as applicable]

Garage/Covered parking-1	Price for 1
Garage/Covered parking-2	Price for 2
Total price (in rupees)	

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 G.S.T. and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Promoter, by whatever name called) up to the date of handing over the possession of the apartment/plot to the allottee and the project to the association of allottees or the competent authority, as the case may be, after obtaining the completion certificate;
Provided that in case there is any change / modification in the taxes, the subsequent amount payable by the allottee to the promoter shall be increased/reduced based on such change / modification;
Provided further that if there is any increase in the taxes after the expiry of the scheduled date of completion of the project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said project by the Authority, as per the Act, the same shall not be charged from the allottee;
- (iii) The Promoter shall periodically intimate in writing to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment demanded by the Promoter within the time and in the manner specified therein. In addition, the Promoter shall provide to the Allottee 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 recovery of price of land, construction of [not only the Apartment but also] the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the apartment, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the common areas, maintenance charges as per para II etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the [Apartment/ Plot] and the Project.

- 1.3. The Total Price is escalation-free, save and except increases which the Allottee 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. Provided that if there is any new imposition or increase of any development charges after the expiry of the scheduled date of completion of the project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said project by the Authority as per the Act, the same shall not be charged from the Allottee.
- 1.4. 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 instalments payable by the Allottee by discounting such early payments @-% per annum for the period by which the respective instalment 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 herein at Schedule 'D' and Schedule 'E' (which shall be in conformity with the advertisement, prospectus etc. on the basis of which sale is effected) in respect of the apartment, plot or building, as the case may be, without the previous written consent of the Allottee as per the provisions of the Act.

Provided that the Promoter may make such minor additions or alterations as may be required by the Allottee, 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 to 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 reduction in the carpet area then the Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate prescribed 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, which is not more than three percent of the carpet area of the apartment, allotted to Allottee, the Promoter may demand that from the Allottee as per the next milestone of the Payment Plan as provided in Schedule C. All these monetary adjustments shall be made at the same rate per square feet as agreed in para 1.2 of this Agreement.
- 1.8. Subject to para 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, It is clarified that the promoter shall hand over the common areas to the association of allottees after duly obtaining the completion certificate from the competent authority as provided in the Act;
 - (iii) That the computation of the price of the [Apartment/Plot] includes recovery of price of land, construction of [not only the Apartment but also] the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the apartment, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the common areas, maintenance charges as per para 11 etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the [Apartment/Plot] and the Project;
 - (iv) The Allottee has the right to visit the project site to assess the extent of development of the project and his apartment/plot, as the case may be.

- 1.9. It is made clear by the Promoter and the Allottee agrees that the [Apartment/Plot] along with _____ garage/covered parking shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained Project covering the said Land and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise 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. The Promoter agrees to pay all outgoings before transferring the physical possession of the apartment to the Allottees, which it has collected from the Allottees, for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the project). If the Promoter fails to pay all or any of the outgoings collected by it from the Allottees or any liability, mortgage loan and interest thereon before transferring the apartment to the Allottees, the Promoter agrees to be liable, even after the transfer of the property, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefor by such authority or person.
- 1.11. The Allottee has paid a sum of Rs. _____ (Rupees _____ only) as booking amount being part payment towards the Total Price of the [Apartment/Plot] at the time of application the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the [Apartment/Plot] as prescribed in the Payment Plan [Schedule C] 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 which is payable, he shall be liable to pay interest at the rate prescribed 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 written demand by the Promoter, within the stipulated time as mentioned in the Payment Plan [through A/c Payee cheque/demand draft/bankers cheque 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, Reserve Bank of India Act, 1934 and the Rules and Regulations made thereunder or any statutory amendments/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 the 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 may 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 regard to matters specified in para 3.1 above. 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 of the allottee against the [Apartment/Plot], if any, in his/her name and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.

5. TIME IS ESSENCE:

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

6. CONSTRUCTION OF THE PROJECT/APARTMENT:

The Allottee has seen the proposed layout plan, specifications, amenities and facilities of the [Apartment/Plot] and accepted the floor plan, payment plan and the specifications, amenities and facilities [annexed along with this Agreement] which has been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the Project in accordance with the said layout plans, floor plans and specifications, amenities and facilities, subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the _____ [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] to the allottee and the common areas to the association of allottees or the competent authority, as the case may be, is the essence of the Agreement. The Promoter assures to hand over possession of the [Apartment/Plot] along with ready and complete common areas with all specifications, amenities and facilities of the project in place on _____ unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature 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. The promoter shall intimate the allottee about such termination at least thirty days prior to such termination. After refund of the money paid by the Allottee, the Allottee 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 two months from the date of issue of occupancy certificate. [Provided that, in the absence of local law, the conveyance deed in favour of the allottee shall be carried out by the promoter within 3 months from the date of issue of occupancy certificate]. 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, after taking possession, agree(s) to pay the maintenance charges as determined by the Promoter/association of allottees, as the case may be after the issuance of the completion certificate for the project. The promoter shall hand over the occupancy certificate of the apartment/ plot, as the case may be, to the allottee at the time of conveyance of the same.

7.3. **Failure of Allottee to take Possession of [Apartment/Plot]** – Upon receiving a written intimation from the Promoter as per para 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 para

7.2. such Allottee shall continue to be liable to pay maintenance charges as specified in para 7.2.

- 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 Allottee or the competent authority, as the case may be, as per the local laws;

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

- 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 interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force.

Except for occurrence of a Force Majeure event, if the promoter fails to complete or is unable to give possession of the [Apartment/Plot] (i) in accordance with the terms of this Agreement, duly completed by the date specified in para 7.1; 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 prescribed in the Rules including compensation in the manner as provided under the Act within forty-five days of it becoming due;

Provided that where if the Allottee does not intend to withdraw from the Project, the Promoter shall pay the Allottee interest at the rate prescribed in the Rules for every month of delay, till the handing over of the possession of the [Apartment/Plot] which shall be paid by the promoter to the allottee within forty- five days of it becoming due.

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 or Authority 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 allottees or the competent authority, as the case may be;
- (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 till the completion certificate has been issued and possession of apartment, plot or building, as the case may be, along with common areas (equipped with all the specifications, amenities and facilities) has been handed over to the allottee and the association of allottees or the competent authority, as the case may be;
- (xii) No notice from the Government or any other local body or authority or any legislative enactment, government 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 in para 7.1 or fails to complete the project within the stipulated time disclosed at the time of registration of the project with the Authority. For the purpose of this para 'ready to move in possession' shall mean that the apartment shall be in a habitable condition which is complete in all respects including the provision of all specifications, amenities and facilities, as agreed to between the parties, and for which occupation certificate and completion certificate, as the case may be, has been issued by the competent authority;
- (ii) Discontinuance of the Promoter's business as a developer on account of suspension or revocation 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 the Allottee be required to make the next payment without any 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 prescribed 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 prescribed in the Rules, for every month of delay till the handing over of the possession of the (Apartment/Plot), which shall be paid by the promoter to the allottee within forty-five days of it becoming due.

9.3. The Allottee 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 prescribed 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 may cancel the allotment of the [Apartment/Plot] in favour of the Allottee and refund the money paid to him by the allottee by deducting the hooking amount and the interest liabilities and this Agreement shall thereupon stand terminated;

Provided that the promoter shall intimate the allottee about such termination at least thirty days prior to such termination.

10. CONVEYANCE OF THE SAID APARTMENT:

The Promoter, on receipt of Total Price of the [Apartment/Plot] as per para 1.2 under the Agreement from the Allottee, shall execute a conveyance deed and convey the title of the [Apartment/Plot] together with proportionate indivisible share in the Common Areas within 3 months from the date of issuance of the occupancy certificate* and the completion certificate, as the case may be, to the allottee:

[Provided that, in the absence of local law, the conveyance deed in favour of the allottee shall be carried out by the promoter within 3 months from the date of issue of occupancy certificate]. However, in case the Allottee Fails to deposit the stamp duty and/or registration charges within the period mentioned in the notice, the Allottee authorizes the Promoter to withhold registration of the conveyance deed in his/her favour till payment of stamp duty and registration charges to the Promoter is made by the Allottee.

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 allottees upon the issuance of the completion certificate of the project. The cost of such maintenance has been included in the Total Price of the [Apartment/Plot].

12. DEFECT LIABILITY:

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per 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 TO ENTER THE APARTMENT FOR REPAIRS:

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

14. 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.

15. COMPLIANCE WITH RESPECT TO THE APARTMENT:

15.1. Subject to para 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 or 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.

15.2. 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].

15.3. 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.

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

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

17. ADDITIONAL CONSTRUCTIONS:

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

18. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:

After the Promoter executes this Agreement he shall not mortgage or create a charge on the [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].

19. APARTMENT OWNERSHIP ACT (OR THE RELEVANT STATE ACT):

The Promoter has assured the Allottees that the project in its entirety is in accordance with the provisions of the

[Please insert the name of the Apartment Ownership Act]. The Promoter showing compliance of various laws/regulations as applicable in _____

20. 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 (specify the address of the 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.

21. 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.

22. RIGHT TO AMEND:

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

23. 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 [Apartment/Plot] and the Project shall equally be applicable to and enforceable against and by 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.

24. WAIVER NOT A LIMITATION TO ENFORCE:

24.1. 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 [Annexure C] 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.

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

25. 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.

26. 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.

27. 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.

28. PLACE OF EXECUTION:

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

29. 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.

30. 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 be considered as properly served on all the Allottees.

31. SAVINGS :

Any application letter, allotment Letter, agreement, or any other document signed by the allottee in respect of the apartment, plot or building, as the case may be, prior to the execution and registration of this 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.

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 Act and the Rules and Regulations made thereunder including other applicable 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 under the Arbitration and Conciliation Act, 1996.

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

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

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Allottee: (including joint buyers)

(1) Signature _____
 Name _____
 Address _____

Please affix
Photographs
and Sign
across the
photograph

(2) Signature _____
 Name _____
 Address _____

Please affix
 Photographs
 and Sign
 across the
 photograph

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Promoter:

(1) Signature _____
 Name _____
 Address _____

Please affix
 Photographs
 and Sign
 across the
 photograph

At _____ on _____ in the presence of:

WITNESSES:

1. Signature _____
 Name _____
 Address _____

2. Signature _____
 Name _____
 Address _____

- SCHEDULE 'A' – PLEASE INSERT DESCRIPTION OF THE [APARTMENT/PLOT] AND TILE GARAGE/
 COVERED PARKING (IF APPLICABLE) ALONG WITH BOUNDARIES IN ALL FOUR
 DIRECTIONS
- SCHEDULE 'B' – FLOOR PLAN OF THE APARTMENT
- SCHEDULE 'C' – PAYMENT PLAN
- SCHEDULE 'D' – SPECIFICATIONS, AMENITIES, FACILITIES (WHICH ARE PART OF THE APARTMENT/
 PLOT)
- SCHEDULE 'E' – SPECIFICATIONS, AMENITIES, FACILITIES (WHICH ARE PART OF THE PROJECT)

[The 'Schedules' to this Agreement for Sale shall be as agreed to between the Parties]

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

By order of the Governor,

ONKAR SINGH MEENA
 Secretary to the Government of West Bengal
 Housing Department