

DRAFT ARCHITECT'S CERTIFICATE

(see regulation 6)

(FOR WITHDRAWAL OF MONEY FROM DESIGNATED ACCOUNT)

PROJECT NAME:-

RERA REGISTRATION NO:-

PROJECT ADDRESS:-

PROMOTER'S NAME:-

ADDRESS:-

Subject: Certificate of Percentage of completion of Construction work of(project name) situated on khasra No./plot No.....(Land details and location) admeasuring.....Sq. mts.,being developed by M/s (name of promoter)

I/we have undertaken assignment as Architect for certifying Percentage of Completion of Construction Work of the (project name) situated on plot/khasra No(s).....Town/village.....Pargana.....Tehsil.....District..... admeasuring.....sq. mts. Based on the site inspection and physical verification it is certified that the percentage of work executed with respect to each of the activity of the project is detailed in **Annexure-A**.

I/We also certify that as on the date of this certificate, the Percentage of Work done With respect to the aforesaid real estate project is.....percent.

Signature & Name of the Architect

(CAA Registration No.....)

Date:

Place:

Phone No:-.....

Email ID:-.....

Address

(A) Office Address:-

(B) Residence Address:-

Annexure-A.

ADDRESS:

NAME OF THE PROJECT

RERA REGISTRATION NO.:

PROMOTER'S NAME:-

Sr. No.	Description	% OF COMPLETION
1.	Site Development & Boundary Wall Construction(including Roads, Drainage, STP, RWHT, Landscaping etc.)	%
2.	Construction of Site Office & Marketing Office	%
3.	Excavation	%
4.	Foundation & PCC	%
5.	2 nd Basement	%
6.	1 st Basement	%
7.	Ground Floor/Stilt Parking	%
8.	Upper Ground Floor	%
9.	First Floor	%
10.	Second Floor	%
11.	Third Floor	%
12.	Fourth Floor	%
13.	Fifth Floor	%
14.	Sixth Floor	%
15.	Seventh Floor	%
16.	Eighth Floor	%
17.	Ninth Floor	%
18.	Tenth Floor	%
19.	Brick Work	%
20.	Plaster Work	%
21.	MEP (Mechanical, Electrical, plumbing)	%
22.	Common Areas/common facilities	%
	TOTAL WORK COMPLETED	%

Note: In case of Stilt Parking, Ground Floor and Upper Ground Floor may not be applicable.

Signature & Name of Architect
(CAA Registration No.)

Date:

Place:

DRAFT ENGINEER'S CERTIFICATE

(see regulation 6)

(FOR PURPOSES OF WITHDRAWAL FROM DESIGNATED ACCOUNT)

PROJECT NAME:-

RERA REGISTRATION NO:-

PROJECT ADDRESS:-

PROMOTER'S NAME:-

ADDRESS:-

This is to certify that I/We have undertaken the assignment of certifying estimated cost and actual expenses incurred on the Real Estate Project mentioned above.

1. We have estimated the cost of the completion of the civil, MEP and allied works, of the Building(s) of the project. Our estimated cost calculations are based on the drawing/plans made available to us for the project under reference by the Promoter, Developer and Consultants and the Schedule of items and quantity for the entire work as calculated by the Quantity Surveyor appointed by the inputs made by developer, and the site inspection carried out by us.
2. We have calculated the Total Estimated Cost for Completion of the project under reference at Rs. including the land cost, cost of construction and cost of development of common areas & facilities. The estimated Total Cost of the project is with reference to the Civil, MEP and allied works required to be completed for obtaining occupation certificate/completion certificate for the building(s) from the concerned Competent Authority under whose jurisdiction the above mentioned project is being implemented.
3. We have inspected the site and on physical verification we certify that the actual cost incurred on the project as on date is Rs.
4. The total value of work done as on date in percentage is..... %

Signature of Engineer

Name:

(License No.....)

Date:

Place:

Phone No:-.....

Email ID:-

Address:-

(A) Office Address:-

(B) Residence Address:-

DRAFT CHARTERED ACCOUNTANT'S CERTIFICATE

(see regulation 6)

TO WHOMSOEVER IT MAY CONCERN

On the basis of information and documents produced before us by the management of M/S.....(name of promoter) of..... (name of project) having RERA Registration No..... we hereby certify that the promoter (messers.....) is eligible to withdraw Rs..... from the designated account. Details are as follows:-

Sr.No.	Particulars	Details
1.	Total estimated cost of Project (As per Engineer's Certificate)	
2.	% of Construction work completed (a) As per Engineer's Certificate (b) As per Architect's Certificate; Whichever is lower	
3.	Total amount received from allottees till date	
4.	70% of row (3)	
5.	Total Amount eligible for withdrawal as on date(1×2)	
6.	Amount already withdrawn	
7.	Balance amount available for withdrawal(5-6)	

This certificate is being issued on the specific request of M/s..... for RERA compliance only.

Name:

Place:

Date:

Phone No:-.....

Email ID:-

Address

(A) Office Address:-

(B) Residence Address:-

For XYZ & Co

FRN:

CA

(Partner/proprietor)

(M.No.....)

Annexure 6

[see Regulation 6]

ARCHITECT'S CERTIFICATE

(To be issued on completion of each of the Building/Wing)

To

The (Name & Address of Promoter).

Subject : Certificate of Completion of Construction Work of Building/
..... Wing of the Building of the (name of project)
with UK RERA Registration Number situated on Khasra/

Plot No(s) village/town pargana

Tehsil District admeasuring Sq.mts.being.
developed by (Promoter's Name)

Sir,

I/ We have undertaken assignment as Architect/ for certifying Completion of Construction
Work of Building/ Wing of the Building of project (name
of project) situated in plot/Khasra No(s) Village/town Tehsil
District admeasuring sq. mts., being developed
by (Promoter's Name)

2. Based on The inspection and physical verification at the site and the Completion Certificate received
from Structural Engineer and to the best of my/our knowledge I/we hereby certify
that Building/ Wing of the Building of the project (name of project)
has been completed in all aspects as per the sanctioned plans and designs/ structural designs/
specifications and is fit for occupancy for *the purpose for* which it has been erected/ re-erected /
constructed and enlarged.

Yours Faithfully,

Signature and Name (IN BLOCK LETTERS) of Architect

(Licence No.....)

Date:-

Place:-

Phone No:-

Email ID:-

Address (a) office

(b) residence

Annexure 7

[see Regulation 6]
ENGINEER'S CERTIFICATE

To.

The(name and address of promoter)

Subject:-certificate of Completion of construction work of (Name of the project)

2. Based on the site inspection and physical verification and to best of my/our knowledge I/We hereby certify that Building/..... Wing of the Building of the project.....(name of project) has been completed in all aspects as per the sanctioned plans and designs/structural designs, specifications etc. and is fit for occupancy for *the purpose for* which it has been erected/ re-erected/constructed and enlarged

Date:-

Place:-

Phone No:-

Email ID:-

Address (a) office

(b) residence

Yours Faithfully,

Signature

Name of Engineer

(Licence No.....)

Annexure 8
(See regulation 7)
**COLLABORATION AGREEMENT/JOINT DEVELOPMENT AGREEMENT/JOINT
VENTURE AGREEMENT**

This deed of collaboration Agreement/ Joint development Agreement/ Joint venture Agreement/ is made on this Day of..... 20.... at..... between

- 1) Mr./Mrs. S/o or D/o or W/o aged..... Years R/o.....
- 2) Mr./Mrs./Ms.....

herein after referred to as the land owner (s), which expression shall unless repugnant to the subject or context mean and include their/his or her heirs, successors, administrators and assigns of ONE PART.

Or

M/s..... a Company registered under the Companies Act,...../ or partnership firm established and registred under The..... Act,...../ or a society registered under the Societies Registration Act,..... having its registered office at...../ Corporate office at..... Or Head office at..... herein after referred to as the LAND OWNERS, which shall unless repugnant to the subject or context mean and include its successors, administrators and assigns of ONE PART..

AND

- 1) Mr./Mrs./Ms..... S/o or W/o or D/o..... aged.....years, R/o.....
- 2) Mr./Mrs./Ms..... S/o or W/o or D/o..... aged.....years, R/o..... (herein after referred to as the Promoter/Developer which expression shall unless repugnant to the subject or context mean and include their/his/her heirs, successors, administrators and assings of SECOND DART)

OR

M/s..... a company registered under Companies Act, having its registered office at..... and Corporate office at...../ or a partnership firm established and registered under the..... Act,/ or a Society established and registered under the Societies Registration Act, having its head office at..... through Director/Partner/authorised signatory Mr./Mrs./Ms..... S/o or W/o or D/o..... aged.....years, R/o..... as authorised by the Company/firm/society vide its decision/resolution dated.....(herein after referred as the promoter/Developer, which expression shall, unless repugnant to the subject or context mean and include its sucesors, administrators and assigns of the SECOND PART.

WHEREAS the land owner(s) is/are the legal, valid and actual owner/ owners in possession of the land measuring.....hectares(.....sq mtr.) comprised of Khasra Nos.....(Municipal Nos.....) (hereafter referred as the said land) situated in Village/Town..... Pargana....., Tehsil....., District..... and are desirous of developing the land into a real estate project with an intention to sell the Plots/building/apartments/flats/ unit to be developed in the project.

AND WHEREAS Mr./Mrs./Ms..... S/o or W/o or D/o..... aged.....years.
R/o.....

or

M/s..... a company registered under the Companies Act..... or a partnership firm established under Act..... and registered with..... or a Society registered under Societies Registration Act..... Or a Co-operative Society registered under..... Act..... being represented by.....S/o or W/o or D/o..... aged.....years, R/o..... who is authorized by the Company/Firm /Society vide its resolution No..... dated..... herein after referred to as the Developer/promoter, are desirous of developing the land of the landowners into a real estate project with an intention to sell plots/building/flats/ apartments/ units in the project.

AND WHEREAS the land owners/Developers have approached the Developers/Land owners for development of the land into a real estate project with an intention to sell the plots/apartments/flats/units so developed to the prospective buyers.

AND WHEREAS the Landowners and Developers have Jointly agreed to develop the land into a real estate project and to sell the units constructed/developed in the project to prospective buyers, on the terms and Conditions Contained herein after.

NOW THEREFORE, this Collaboration Agreement/Joint Development Agreement/ witnesses as follow-

- 1- That the development and Construction of the project over the said land shall be entirely done by the Developers at its Cost.
- 2- That the developers shall advertise and sell the project as well as the units developed and constructed in the project. The developer shall Collect money from the prospective buyers, issue allotment letters to them, execute Agreement for sale in favour of the allottees/buyers, and hand over the possession of units developed in the project.
- 3- That the land owners shall be paid the cost of the land by the Developer plus ten percent of the sale price of each unit to be sold to buyers by the Developer. That the cost of the land to be paid is Rs..... (Rupees.....only). That Rs..... as land cost has already been received by the land owners from the Developers and the rest amount shall be paid by the Developer to the land owners within..... months from the date of this agreement.

or

That the land owner(s) shall be paid Rs.....(Rupees.....) as cost of land and Sq. m. of developed land in the project.

or

That the land owner(s) shall be paid Rs.(Rupees.....)as cost of land and in addition to the cost of land the land owner (s) shall be paid..... % of sale money of each plot, flat, house or unit.

or

- That the land owner(s) shall be paid Rs.....(rupees.....) as cost of the land and..... fully developed/fully constructed/plots/ flats/ houses or units in addition to the cost of land.
- 4- That the outlay/map for the project has already been sanctioned and issued in the name of land owners vide sanction letter/file No..... dated..... by(name of the competent authority) or That the land owners shall apply for the outlay/map to be sanctioned for the project by from.....(name of the competent authority) and all expenses thereto shall be borne by the Developer. The Developer shall also do all other actions required for getting the layout/map sanctioned:
 - 5- That all other required approvals/sanctions/NOCs shall be obtained by the Developer, and if any of the approvals are to be obtained by the land owners, the expenses thereto shall be borne by the Developer along with doing all required actions.
 - 6- That the Income tax liability or capital gain tax etc. on their respective incomes, shall be borne by the land owners and Developer respectively as per the applicable laws.
 - 7- That the land owners undertake to make and keep the title of the said land clear and marketable and free from all kind of encumbrances, charges, dispenses, prior agreements and claims during the continuance of the agreement till the date of execution and registration of title/conveyance deeds in favour of the Developers or the prospective buyers.
 - 8- That the land owners, through this agreement, give authority to the Developers or his/their authorised signatory in this behalf to apply for the registration of the real estate project, to be developed on the said land, with the Uttarakhand Real Estate Regulatory Authority under the Real Estate(Regulation and Development) Act, 2016 and the Rules and Regulations made there under.
 - 9- That the land owners agree that the possession of the land is being handed over to the promoters for the Development of the real estate project.
 - 10- That the land owners shall make available to the Developer(s), the said land free from all encumbrances and with full authority for speedy development and efficient completion of the project. The Developer(s) shall be entitled to obtain loans from Banks and other financial institutions, subject to the terms and conditions, provided in point no.10.1 to 10.4 below:-
 - 10.1- That any type of security(Whether it is primary or secondary) required for finance purpose shall be arranged by the Developer(s). Land Owners on their part undertake hereby to execute joint/ tripartite agreement (alongwith the Developers) with any bank or financial institution as decided by the Developer(s) by creation of equitable mortgagage charge or otherwise to facilitate the financing of development works of the project as envisaged under this agreement. Provided that any such act would only be done by the Land Owners only after the receipt of the total consideration of the cost of said land, as stipulated in this agreement. Further, the desired security provided by the owner shall be restricted to the extent of land provided for this project only. other security shall be arranged only by the Developer(s) itself.
 - 10.2- The Developer(s) shall disclose the required amount of loan to the owner before applying for the loan to any financial institution.
 - 10.3- The Developer(s) shall be entirely liable and responsible for the repayment of any finance facility/ loan for this project.
 - 10.4- The Developer (s) may facilitate the prospective buyer(s) with their full capacity in sanctioning his/their housing loan for the purchase of a unit/apartment in the said project

- (Including tripartite agreement with any bank or financial institution existing on the panel of Developer (s) or as decided by the prospective buyer.)
- 11- That the Developer (s) shall develop the project in terms of agreed working plans and in accordance with the approvals and sanctions to be granted by the concerned authorities and to meet all the requirements thereof. However, The Developer (s) would be solely liable for any penal or financial charges that may be levied during the construction phase of the project due to infraction of any law, rules and byelaws by the Developer(s) and the land owner would not be responsible for any such act or for any charges or penalty levied in this behalf. The Developer(s) may give the name of the Project at its own discretion.
 - 12- That the Developer (s) agrees to complete the development and construction of the entire project as soon as possible after receipt of the necessary approvals/sanctions of layout and plans, environment clearance from the Ministry of Environment and Forest, State Pollution Control Board and all other concerned statutory and legal authorities. The Land Owners have given/shall give unhindered access to the land for survey and for fulfilling all the perquisites to the licence and sanction of plans to develop it into a project.
 - 13- That the land owners as well as Developer(s) undertake to convey clear and unencumbered market title in favour of the prospective buyers. For the said purpose Land Owners as well as Developer(s) are bound to execute the Sale Deed jointly in favour of the prospective buyers.
 - 14- That all the sales promotion activities including advertisements shall be conducted by the Developer(s) only.
 - 15- That all the sale proceeds of the flats/plots/units shall be lodged in a separate Bank account (preferably an Escrow Account) as envisaged under the Real Estate (Regulation and Development) Act of 2016 and from that the bank account, share (against the sale value of each unit) of land owners shall be transferred to the land owners as per the terms of clause 3 of this agreement in addition to compliance of the provisions of the Act and the Rules.
 - 16- That on the basis of the approved map from competent Authority, the Developer (s) shall offer allotment of apartments/units to the extent of saleable area and issue allotment letters of the units to the prospective buyers as per the norms and as per the price at which the Developer(s) are going to launch the booking in the market. All the Formalities and documentation which is to be done for the given to prospective buyer apartment/unit shall be executed by the Developer(s).
 17. That if during the continuation of this agreement or during the period of construction, any assistance, co-operation or any legal undertaking on behalf of Land Owners is required for the due performance of the obligations contained herein and the smooth and speedy progress of the project, the Land Owners shall assist, co-operate and undertake, as and when required, on the request of the Developer(s) but only within the terms of this agreement.
 18. That after taking over possession, if any problem arises from the neighbours of the adjoining lands or any other department or otherwise to secure such possession, the same shall be dealt with by the Developer(s) solely since the Developer(s) had satisfied themselves regarding the possession, boundaries and all relevant factors related to the ownership, possession and control of the Land Owners over the said land after the careful study of all the relevant documents already executed in favour of the Land Owners. However, if at any stage of such problem or dispute, the assistance of

- the Land Owners is felt necessary, the Land Owner(s) would co-operate with the Promoter(s) at his/their cost and risk.
19. That the Land Owners hereby represent, confirm and, further, undertake to keep the Promoter(s) indemnified and harmless against encumbrances, claims and damages which may arise on the part of Land Owners during the entire period of subsistence of this agreement and in such an event the Land Owners shall make good the losses or damages or any claim or defect in the title within a period of 15 days from the date when such defect is brought to the notice of the Land Owners.
 20. That the Developer(s) hereby represent, confirm and further undertake to keep the Land Owners indemnified and harmless against encumbrances, claims and damages which may arise on the part of Developer(s) during the entire period of subsistence of this agreement and in such an event the Developer(s) shall make good the losses or damages or any claim or Defect in the title within a period of 15 days from the date when such defect is brought to the notice of the Developer(s)
 21. That upon execution of this Collaboration Agreement/Joint Development Agreement /any other Agreement, the Developer(s) is entitled to fix necessary sign boards.
 22. That the Land Owners shall not interfere or obstruct in any manner whatsoever, with the construction, development and completion of the Project till the day of non- default of this agreement.
 23. That the Developers shall be entirely liable and responsible for any kind of defects in the project and the units to be constructed and developed as well as delay in the development and construction of the project/units.
 24. That the completion and/or occupancy certificate for the project shall be obtained by the developer/land owner from the competent authority and all expenditure in this regard shall be borne by the Developer.
 25. In the event parties hereto hereafter consider it necessary or appropriate to alter, amend, substitute or override any terms of this agreement, they shall record such terms in writing as addendum hereto, and no such terms shall be binding between the parties until and unless they are reduced in writing and signed by the each of the parties herein.
 26. That the mutual notices shall be served upon the parties on their respective address given by registered mail.
 27. That in the event of any dispute arising between the parties relating to this agreement or any part thereof, the same shall be referred to the sole arbitration of an arbitrator mutually appointed by both the parties. Upon the parties following to agree to the appointment of sole arbitrator the same shall be appointed through the Court in accordance with the Arbitration and Conciliation Act, 1996. The arbitration shall be held in accordance with Arbitration and Conciliation Act, 1996 or any modification or re-enactment thereof for the time being in force. The venue of arbitration shall be at Dehradun only.

SCHEDULE-A

Details and Particulars of the Land Owned by the Land Owners

All that piece of land being part of Khasra Nos..... ademeasuringSq. Mts. respectively
having total area of Sq.Mts. situated in village/town..... Pargana
Tehsil and Distt. bounded and butted as under:-

In the East
In the West
In the North
In the South

NAMES AND ADDRESS OF LAND OWNERS

NAMES AND ADDRESS OF THE DEVELOPER(S)

IN WITNESS WHEREOF the parties have set their respective hands to this Agreement on the
day, month and year written hereinbefore in the presence of the under signed witnesses.

DEVELOPER(S)

LAND OWNERS

WITNESS 1.....

2.....