

UTTARAKHAND REAL ESTATE REGULATORY AUTHORITY

No. 1570.....

Dehradun, Dated 26.03.2021

Notification

UTTARAKHAND REAL ESTATE REGULATORY AUTHORITY (GENERAL)  
REGULATIONS, 2021

In exercise of the power conferred under section 85 of the Real Estate (Regulation and Development) Act, 2016, the Uttarakhand Real Estate Regulatory Authority makes the following regulations, namely:-

**Chapter-I**

**Preliminary**

Short title, Object,  
Commencement  
and Extent

1

- (a) These Regulations may be called the "Uttarakhand Real Estate Regulatory Authority (General) Regulations, 2021."
- (b) The object of these Regulations is to establish procedures regarding the general functioning and conduct of business of the Authority as well as specifying formats and other requirements for the use of promoters, agents, allottees and complainants while applying and complying with the Act and the Rules.
- (c) These shall come into force with immediate effect.
- (d) These shall apply in relation to all matters falling within the jurisdiction of the Authority in the State of Uttarakhand

Definitions

2(1)

- (a) 'Act' means the Real Estate (Regulation and Development) Act, 2016.
- (b) 'Adjudication' means the process of arriving at decisions on complaints submitted to the Authority or the Adjudicating Officer under section 31 of the Act;
- (c) 'Authority' means the Uttarakhand Real Estate Regulatory Authority established under Section 20 of the Act and includes the Chairperson and/or the Members while acting individually or in bench on delegated and related matters under section 81 of the Act;
- (d) 'Carpet area' means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under service shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the apartment.
- (e) 'Chairperson' means the Chairperson of the Authority and includes, for the specific purpose, the Chairperson of a meeting where any other Member is presiding a meeting of the Authority;
- (f) 'Consultant' means any person, not in the employment of the Authority, who may be appointed as such to assist the Authority on any matter required to be dealt with by the Authority under the Act and the rules and regulations made thereunder;
- (g) 'Covered area' means the covered area above plinth floor upon which the building is constructed. Following structures shall not be included under covered area:-
  - (a) Garden, well, any structure related to well, plant nursery, water pool, uncovered swimming pool, platform around the tree, tank, foundation, bench, open platform;

- (b) Drainage culvert, catch pit, gully pit, chamber gutter etc;
  - (c) Enclosing wall, entrance door, floorless porch and portico, canopy, slide, swing, uncovered staircase, uncovered ramp etc;
  - (d) Watchman booth, pump house, garbage shaft, electric cabin/sub-station, generator room and such other utilities/structures related to different services.
  - (h) 'Government' means the Government of Uttarakhand state.
  - (i) 'Member' means a member of the Authority and shall include the Chairperson ;
  - (j) 'Officer' means an Officer of the Authority ;
  - (k) 'Proceedings' means and includes Proceedings of all nature which the Authority or the Adjudicating officer, as the case may be, may conduct in the discharge of its functions under the Act and the Rules and Regulations;
  - (l) 'Regulations' mean the Uttarakhand Real Estate Regulatory Authority (General) Regulations, 2020 as amended from time to time ;
  - (m) 'Rules' means the Uttarakhand Real Estate (Regulation and Development) (General) Rules, 2017 or any other rules made under the Act, as the case may be;
  - (n) 'Section' means a section of the Act.
  - (o) 'Secretary' means Secretary of the Authority.
- (2) Words and expressions occurring in these Regulations and not defined herein but defined in the Act or the Rules shall bear the same meaning respectively assigned to them in the Act and the Rules.
- (3) In construing these Regulations the singular shall include the plural and vice versa.

## CHAPTER II DISPLAY OF REGISTRATION, SANCTIONED PLANS, LAYOUT PLANS AND SPECIFICATIONS

Additional places at which sanctioned plans, layout and specifications shall be displayed

- 3(1) A Promoter shall display the sanctioned plans, layout plans, along with specifications, approved by the competent authority, in addition to as set out in clause(a) of sub-section (3) of section 11, at the following places, namely:-
- (a) All marketing offices of the promoter;
  - (b) All other offices of the promoter from which booking or sale of any plot, apartment or building, as the case may be, is being carried out.
  - (c) With all Real Estate Agents Authorized by the Promoter through whom booking or sale of any plot, apartment or building, as the case may be, is being carried out.
- (2) The sanctioned plans, layout plans, along with specifications, approved by the Competent Authority shall also be prominently displayed by the promoter at the project site.
- (3) The dimensions of such sanctioned plans, layout plans, along with specifications, approved by the competent authority, to be displayed in terms of sub-regulation (1) shall be at least of size 3 ft. x 2 ft.

Refer  
Section  
11(3)(a)



Display of  
Registration

- 4
- (1) A promoter shall display the registration number and validity of registration period of the real estate project, registered with the Authority, prominently and legibly in every advertisement, advertisement material, brochures as well as project offices, project site and booking offices.
  - (2) A real estate agent shall display his registration number and its validity period prominently and legibly in every advertisement, advertisement material as well his office.

### CHAPTER III

#### Registration of projects/agents and other related provisions

- 5
- Formats of Allotment Letter and Conveyance Deed
- 6
- Formats of Certificates of Architect, Engineer and Chartered Accountant
- 7
- Format for Collaboration/ Joint Development Agreement
- 8
- Registration of Agreement for sale
- 5 The Promoter(s) shall issue allotment letter and execute conveyance deed, as mentioned in the Act, in favour of the allottee(s) in the formats prescribed and annexed herewith as annexures 1 and 2 respectively. Refer section 4(2)(g)
- 6 For withdrawal of money from the separate bank account kept for the real estate project as per the provisions of the Act for utilizing it in the project as well as for submitting quarterly updated progress/status of the project, the promoter shall provide to the Bank and Authority the certificate issued by the Architect, Engineer and Chartered Accountant for the project in the format annexed herewith as annexures 3, 4 and 5 respectively. The certificate issued by the project architect and engineer on completion of each of the building/ wing of the real estate project shall be in formats annexed herewith as annexures 6 and 7 respectively. Refer section 4(2)(l) (D)
- (1) Where the land(s) of the project is not owned by the promoter but owned by any other person including the directors or partners of the firm individually, the collaboration Agreement/Joint Development Agreement or any other Agreement, by whatever name it may be called, for developing the land into the project shall be in the format annexed as Annexure-8 to these regulations. Such agreement shall be registered with the sub registrar of the locality to which the land belongs. It shall be the obligation of the promoter to get the agreement registered.
- (2) In case the project land is acquired by the promoter(s) on lease from the land owner(s) the lease deed shall be registered with the subregistrar of the locality to which the land belongs. It shall be the obligation of the promoter to get the lease deed registered. The payment of full lease premium and the lease rent for the full period of first term of the lease shall be done by the promoter prior to transfer of the units to the buyers and the common areas to the association of allottees/buyers or the competent authority, as the case may be. It shall be the obligation of the promoter to get the consent of the lesser for transfer/sublease of units and proportionate share of the land to the buyers and the common areas of the project land or the whole project land to the association of buyers, and to get the terms of renewal of lease as well as sublease from the lesser prior to registering the project with the Authority.
- 8 The Promoter shall get the agreement for sale registered with the sub-registrar of the locality where the project is situated.

Format of booking application and procedure thereon	9	Any person, who intends to buy a flat, building, plot or a unit in a real estate project, may make an application to the promoter in the format annexed as Annexure 9 to these Regulations, printed for the purpose by the promoter. The application may be accompanied by payment of token amount which shall not be more than two percent of the basic sale price of the unit to be purchased. Every application shall bear serial number at the top. The promoter on receiving the booking application shall check the availability of the unit applied for along with the preferred location, if any, and thereupon fill the second part of the application form in duplicate and issue one copy to the applicant indicating therein the approval or disapproval of the unit applied for alongwith the details of the allotted unit.	Refer section 4
offer of allotment, allotment letter and allotment of unit	10	The promoter, on receiving the application from a person who intends to purchase a unit in the real estate project being developed/sold, shall, after checking the availability of such a unit in the project, send an offer letter showing the details of the unit as well as the total cost, to the intending person for selling the unit and send signed (all pages) allotment letter in duplicate in the format annexed as Annexure I to these Regulations along with a request to the intending purchaser for accepting the offer and confirming his/her intention for purchasing the offered unit. If the intending purchaser accepts the offer he/she shall sign both copies of the allotment letter on each page and send one copy to the promoter while keeping the other copy with him/her along with the offer letter for records.	
Separate bank account for the project	11 (1)	The promoter shall open a separate dedicated bank account in a scheduled bank for the project prior to registration of project. This bank account shall be the only bank account for the project and shall remain operative till handing over possession of all the units in the project to the allottees/buyers as well as the common areas to the association of allottees or the competent authority, as the case may be, and execution and registration of sale deeds for all units/common areas of the project. The bank account shall not be changed during the entire period of project construction/ development till handing over possession as well as execution of sale deeds of all the plots/flats/units. In this bank account all money recieved for the project including, but not limited to, loans taken for the project, share holders' money, capital from the directors/partners/co-promoters either in money or in land/asset form and money recieved from the allottee/ buyers shall be credited.	
	(2)	The promoter shall maintain a single and separate account for the project from the beginning till the completion and handing over possessions to all allottees/buyers and association of allottees or competent authority, as the case may be, as well as execution and registration of sale deeds. The account shall include all money recieved for the project whether from the allottees/buyers, promoters including directors /partners /co-promoters , shareholders' money or loan etc. as well as all payments, including but not limited to 30 percent portion of money recieved from allottees/purchaser, which may be transferred to the account of promoter (s) thereafter .	
Format for cost and other details of the project	12 13 (2)	The Promoter for the purpose of compliance of the Section 4(2)(1)(D), shall open and maintain a separate bank account in Uttarakhand and that too in the District where the project land is situated.	
		The promoter, while applying for registration of a real estate project and extension of project registration, shall also enclose project cost details in brief along with other documents as required under the Act and the Rules. The project cost details shall include the land and construction/development cost on current basis in the following format	



which shall have to be certified by the Chartered Accountant and the Engineer and verified by the promoter or its authorized signatory for the purpose-

**Project cost Details**

- 1- Name of the project
- 2- Name of the promoter
- 3- Land Details- Khasra No(s)..... Area.....sqmts.
- 4- Total Project land area - ..... sq. mt.
- 5- Total land cost- Rs. ....
- 6- Total Covered area of all buildings in the project ..... sq. m.
- 7- Total project construction and development cost-
  - (a) Project Construction Cost Rs.....
  - (b) Development Cost Rs.....
  - (c) Total Rs. ....
- 8- Total cost of the project(5+7)-Rs. ....

(2) The promoter, while applying for registration and extension of registration, shall enclose the details of the project in the following format, which shall be certified by the project architect and verified by the promoter or its authorized signatory-

**Brief details of the project**

Name of the project-

Name of promoter-

Layout sanction details- Sanction No.-

Sanction Date-

Valid upto-

Sanctioned by -

(Name of the Authority)

Map sanction details-

Sanction No.-

Sanction Date-

Valid upto-

Sanctioned by -

(Name of the Authority)

Modification in Layout /

Map(if any)

Sanction No.-

Sanction date -

Valid upto-

Sanctioned by

(Name of the Authority)

Number of units as per the approved plan

S.No	Category (plot/shop/flat/.....)	Subcategory (type)	No. of units
1	2	3	4

Total units

- (3) The promoter shall also submit the detailed project report along with estimated cash inflows and outflows of the project to the Authority at the time of submission of application for registration of the project.
- (4) The promoter, while applying for registration of the Project or prior to advertising the sale of units in the project, shall submit the copies of pamphlets, prospectus, brochure or any other advertising material to the Authority and upload them on the website of the Authority also.

Submission of affidavit by the promoter	14	The promoter or its authorized signatory, while applying for registration of a real estate project, shall submit affidavit duly attested by a notary, as per the provisions of clause (1) of subsection (2) of section 4 of the Act, in which the name, father's/husband's name, age, address and position held by him/her with the promoter/promoter's firm, shall be clearly mentioned. Mention of the resolution, including the board meeting and resolution date of the promoter firm to authorise the person submitting the affidavit, shall also be made in the affidavit.	Refer section 4(2)(1)
Declaration of date of Completion the project	15	Project completion date as indicated by the promoter in Form B supported by affidavit under section 4(2)(1)(C) of the Act shall not be beyond the validity date of sanctioned layout/plan from the competent authority. In case of ongoing projects which are claimed to be completed and for which completion certificate has not been obtained or if the completion certificate has been obtained but all the units have not been booked or sold yet, this condition shall not be binding.	Refer section 4(2)(1)(C)
Details of the project to be uploaded on website by the promoter	16	<p>The promoter shall prepare and maintain following details as per subsection (6) of section 11, and upload it on the webpage for the project on the website of the Authority, as also keep it at project site and all other booking places, including with the agent(s) engaged-</p> <p>(a) Details of the Project Engineer, Architect, Chartered Accountant contractor and Project Manager and other Senior officers of the Real Estate Project (with their names, address, registration No., phone No. and email. id) as well as the separate Bank Account (with the Account name, Branch name and address of Bank Branch and its phone No.) opened and operated for the project only.</p> <p>(b) Quarterly Financial and physical progress report of project with component wise details along with the certificate issued in this regard by the Chartered Accountant, Architect and Engineer.</p> <p>(c) Quarterly updated list of all bookings, allotments, agreement to sale executed and conveyance deeds executed with names and contact numbers as well as email addresses of allottees/purchasers along with the unit details, their price, money collected against them and, money deposited in the project Account and the money withdrawn from this Account.</p> <p>(d) Audited accounts and audit reports of the accounts of the project for all previous Financial Years as mentioned in the third proviso to section 4(2)(1) of the Act, duly certified and signed by the Chartered Accountant who is the statutory auditor of the promoter's enterprise alongwith a certificate-cum- annual report of statement of accounts of the project in the format annexed as Annexure 10 herewith.</p>	Refer section 11(6) And section 4(2)(1)

*Explanation 1 :-* The chartered accountant certifying the progress of the registered real estate project for the purpose of withdrawal of amounts from the separate bank account should be a different entity than the chartered accountant who is the statutory auditor of the promoter's enterprise.

*Explanation 2 :-* If the Form, as per annexure 10, issued by the statutory auditor reveals that any certificate issued by the project architect, engineer or the chartered accountant has false or incorrect information and the amounts collected for a particular



project have not been utilized for the project and the withdrawal has not been in compliance with the proportion to the percentage of completion of the project, the Authority, in addition to taking penal actions contemplated in the Act and the Rules, shall also take up the matter with the concerned regulatory body of the said professionals of the architect, engineer or chartered accountant, for necessary penal action against them, including their dismemberment.

(e) Quarterly updated list of disputes with regard to project land(s), with land owner(s), joint development partner(s) and allottees/purchasers as also the updated status about the disputes.

Submission of hard copies of application and other requirement	17 (1)	Promoter and agent, while applying for registration of Project or for agentship respectively, shall submit hard copy of their application and all other required documents along with their online submission in electronic form.	
	(2)	Promoter shall submit authenticated copies of all required approvals and commencement certificate for the project or each phase of the project, as the case may be, along with the application for registration of the project as per section 4(2)(c) of the Act. In case some approvals, except the sanctioned plans, for the project remain pending at the time of submitting registration application, or the commencement of project is pending, then a declaration, with affidavit, to that effect along with a list of all pending required approvals alongwith copy of application submitted for that purpose to the respective competent authority shall be submitted and as soon as the pending approvals are received the same shall be submitted.	
Transfer of majority rights and liabilities by the promoter	18	The promoter shall deposit a fee of Rs. 10,000.00 (Rupees Ten Thousand Only) while applying for getting approval of the Authority for transfer of or assigning his majority rights and liabilities in respect of the real estate project under subsection (1) of Section 15.	Refer section 15
Insurance of unit for handing over possession	19	The promoter shall obtain insurance of appropriate amount against the total cost with respect to the promise of handing over the possession of the unit allotted to a person for which agreement for sale has been executed, immediately after execution of the agreement for sale. Such insurance shall be kept alive and renewed till the possession of the unit is handed over to the allottee/purchaser and conveyance deed is executed in his favour.	Refer Section 16

Maintaining reserve fund by promoter and submitting of details of properly

20(1) The promoter, for effective and timely compliance with regard to refund, interest, payment of delayed possession interest, penalty and compensation under the provisions of the Act and the Rules, shall maintain a reserve fund of an amount equal to ten percent of money received from allottees/intending buyers/ buyers out of the total sale value. This amount i.e. one third part of thirty percent portion of money collected from the allottees/buyers shall be kept aside out of the thirty percent part of the money collected by the promoter. The fund shall be deposited and maintained in an interest bearing bank account in a scheduled bank and no money shall be withdrawn from this account except with the prior permission of the Authority or as per the orders of the Authority and/or the Adjudicating officer and/or the Real Estate Appellate Tribunal specially for the above purpose.

The fund shall be pledged with the Authority. This reserve fund shall be maintained till the end of five years of handing over possessions of all the units or the final compliance with regard to any decision(s) of the Authority and/or the Adjudicating officer and/or the Real Estate Appellate Tribunal regarding the above requirement, whichever is later.

Provided that on completion of project along with common facilities/area as well as handing over of all units to the buyers/allottees and also the common areas to the association of allottees or the competent authority, as the case maybe, including the execution of sales deeds thereof, the promoter may opt for arranging a bank guarantee of equal amount from a scheduled bank in favour of the Authority which will replace the above reserve fund;

Provided further that the maintenance of the reserve fund or the bank guarantee in any way shall not limit the obligation and responsibility of the promoter in respect of the refund, payment of interest, interest for delayed possession period and compensation as per the provisions of the Act and the Rules as well as compliance of the orders of the Authority, adjudicating officer and/or the Real Estate Appellate Tribunal.

- (2) The promoter(s), including the partners/directors of the promoters (in case of promoter being a company, partnership firm, society or other firm) while submitting the application of registration of project, shall provide the details of all the properties (including immovable properties and bank account of the promoter firm and that of each partner/director), falling within the state of uttarakhand and outside.
- (3) The promoter(s) including the partners/directors of the promoter Company/firm/Society shall provide the photo copies of their signed individual PAN Cards and Aadhar Cards at the time of submitting the application for registration of their project.

handing over of sanctioned plans and other documents to allottees and association of allottees

21 The promoter, while handing over the physical possession of the unit to the allottee/purchaser, shall handover the sanctioned plan/layout plan of the project as well as the detailed specifications along with the electrical, water supply, drainage plans and all the structural designs of the unit to the allottee/purchaser. Likewise the promoter, while handing over the physical possession of common areas, infrastructure and facilities to the association of allottees or the competent authority, as the case may be.

Refer  
Section  
17



Execution of conveyance deed

22

shall handover the sanctioned plan/layout plan of the whole project along with the detailed specifications, electrical, water supply, drainage plans to the association of allottees or the competent authority, as the case may be. The promoter shall execute conveyance deed of the unit in favour of allottee in the format annexed as annexure 2 to these Regulations and of the common areas, facilities and structures to the association of allottees or the competent authority immediately after handing over physical possession, but this should be done within thirty days of handing over of physical possession.

Refer  
Section  
17

Filing of complaints

23(1)

#### Chapter-IV Complaints and related matters

The complainant(s) and the respondent(s), while filing complaint and reply as well as submitting other statements and evidences, shall also submit an affidavit, attested by a notary, in support of the pleadings and the genuineness and truthfulness of the pleadings, statements and evidences being filed.

Refer  
section  
31

(2)

The complainant and the respondent shall also submit hard copies of their complaint, reply and evidences, as the case may be in one more number than the number of Complainants and respondents, alongwith its online submission in electronic form.

(3)

The complainant and the respondent shall submit self attested copies of the pleadings and evidences, by signing each page thereof, unless they are given as Annexures with affidavit. They shall also affix their or the authorised signatory's/person's (if it is a firm or Company) self attested photograph in the complaint/ reply.

(4)

If during the enquiry in any complaint it so happens that the notices for appearance and filing reply are not delivered by post and/or email and it is decided that the notice is to be delivered through publication in daily newspaper widely circulated at the place of address of the respondent, such publication shall be done, on the direction of the Authority/ Adjudicating officer, by the complainant on its own cost.

(5)

The Authority may conduct all hearings of proceedings through information technology and/or video- conferencing and may arrange for maintaining the files in e-form

#### Chapter-V Office and functioning of Authority

Authority's office, office hours and sittings

24(1)

The office of the Authority shall be at Dehradun.

(2)

The Authority may conduct its proceedings at its office or at any other place within its jurisdiction on working days and time as fixed or as required.

Language of the Authority

25

The proceedings of the Authority shall be conducted in Hindi or in English.

Authentication of documents

26

Any document requiring authentication by the Authority shall be issued under the seal of the Authority and shall be signed by the Secretary or other Officer authorized by the Authority in this behalf.

Appointment of officers and employees of the Authority and consultants etc.

27

(a) Subject to approval of the State Government the Authority shall have the power to appoint the Secretary, officers and/or other employees for discharging various duties. The qualifications, experience and terms and conditions of service and appointment of such Secretary, Officers and other employees shall be subject

- to such regulations as may be specified by the Authority. Until regulations in this matter are notified by the Authority, the appointment to these posts shall be done as per the Government directions.
- (b) The Authority may appoint or engage consultants, engineers, architects, lawyers and/or chartered accountants to assist the Authority in the discharge of its functions.
- (c) The Authority may appoint or engage a chartered accountant to investigate and inquire the accounts of the project if it is of the view that the promoter is either not providing the project accounts or the project accounts provided seem to be incorrect or incomplete. For this the cost incurred on the engagement of chartered accountant shall be borne by the promoter from its own fund and the Authority may order or direct the promoter to deposit the money with the Authority or the Authority may recover it under section 40(1) and Rule 23.
- (a) The Secretary shall be the Principal Executive Officer of the Authority and shall exercise his powers and perform his duties under the control of the Authority.
- (b) The Authority, in the discharge of its functions under the Act, may take such assistance from the Secretary as it may deem fit.
- (c) In particular, and without prejudice to the generality of the provisions of sub-regulation (a) and (b) of this regulation, the Secretary shall have the following powers and perform the following duties, viz:-
- (i) He shall have custody of the records and the seal of the Authority.
  - (ii) He shall receive or cause to receive all documents, including, *inter alia*, complaints, applications or references pertaining to the Authority.
  - (iii) He shall scrutinize documents, including, *inter alia*, complaints, applications or references and shall be entitled to seek clarifications or rectifications upon the same and issue appropriate directions pertaining to the acceptance or rejection of such documents.
  - (iv) He shall prepare or cause to be prepared briefs and summaries of pleadings presented by various parties in cases filed before the Authority.
  - (v) He shall carry out such functions under the Act or the Rules, as may be delegated to him by the Authority by general or special order.
  - (vi) He shall assist the Authority in the proceedings relating to the powers exercisable by the Authority.
  - (vii) He shall provide notice for meeting, prepare the agenda for meetings and minute the proceedings of the Authority's meetings.
  - (viii) He shall authenticate the orders passed by the Authority.
  - (ix) He shall, so far as it is possible, monitor compliance of the orders passed by the Authority and shall forthwith bring to the notice of the Authority any non-compliance thereof.
  - (x) He shall have the right to collect from the Government or other offices, companies and firms or any other party as may be directed by the Authority, such information and record, report, documents, etc., as may be considered necessary for the purpose of efficient discharge of the functions of the Authority under the Act and the Rules and place the same before the Authority.



- (xi) He shall issue various certificates as required under the Act on the decisions of the Authority. He shall also issue letters on behalf of the Authority.
- (xii) He shall issue recovery certificate to the collectors as well as file complaints under section 80 to a Magistrate as per the decisions of the Authority.

*Explanation:-* For the purpose of this regulation Authority includes the Chairperson, Members and/or the Adjudicating officer of the Authority.

29 In the absence of the Secretary, the Officer of the Authority designated by the Authority in this behalf, shall exercise the functions of the Secretary.

30 The Authority shall, at all times, have the power, either on an application made by any interested or affected party or suo motu, to review, revoke, revise, modify, amend, alter or otherwise change any order issued or action taken by the Secretary or any Officer of the Authority, if considered appropriate.

31 The Secretary may, with the approval of the Authority, delegate to any Officer of the Authority any function required by these Regulations or otherwise to be exercised by the Secretary.

Inspection and  
copies of records

32 (1) Any person including the parties to a complaint or the applicant for registration of real estate project/agent, may make an application for inspection or a copy of any document of a record in format annexed herewith as annexure 1. A fee of such amount, as may be decided by the Authority from time to time, shall be paid with the application. Details of document of which copy is sought for and the record, to which such document belongs, shall be given in the application.

(2) Subject to sub-regulation (4) herein, records of the Authority shall be open to inspection by all, subject to the payment of the fee and complying with the terms as the Authority may direct.

(3) The Authority shall, on such terms and conditions as the Authority considers appropriate, provide for supply of certified copies of documents and papers available with the Authority to any person, applying as above, subject to the payment of fee and complying with the terms as the Authority may direct. The Authority shall designate an Officer for ensuring timely response to requests received for supply of certified copies of documents who shall endeavour to dispatch the certified copies of documents requested for within a period of ten(10) working days from the date of receipt of request. Application for obtaining copies on urgent basis shall indicate the urgency by writing word 'URGENT' at right hand top of the application and in such case certified copies shall be issued within a period of three working days. The fee for urgent application shall be double than that of normal application.

(4) The Authority may, by order, direct that any information, documents and papers/materials maintained by the Authority, shall be confidential or privileged and shall not be available for inspection or supply of certified copies, and the Authority may also direct that such document, papers, or materials shall not be used in any manner except as specifically authorised by the Authority.

(5) The authority shall decide the fee to be levied for inspection of records and for taking copies of records, orders, decisions etc. Provided that information to be given under Right to Information Act

shall be governed as per the provisions of that law.

Provided also that no copies of records, which is itself a copy or likewise, shall be given.

(6) No person inspecting a record shall be allowed to bring with him or use any pen or ink, nor shall he/she be allowed to make any mark upon or in any respect to mutilate any record or paper which is being inspected.

(7) Copies of a copy which is either a photocopy, computer print, email print etc. shall not be issued and copies of original documents only shall be issued.

33 Copies of a document to a record shall be supplied free of cost to the Government, Real Estate Appellate Tribunal and/or Honb'le High Court/ Supreme Court as well as Officer of the Authority for official purpose.

Application for information-

34 Any person or a party desiring to ascertain the number and year of a complaint or the application number of a real estate project registration or a real estate agent registration and the names of the parties in the complaint or name(s) of the applicant(s) for registration of real estate project/agent, shall give an application in this regard. The required information, upon receipt of the application, shall be provided to that person. A fee of Rs50.00 shall be taken from the person giving application for seeking the said information.

35 (1) Daily cash received on account of any penalty imposed or any inspection or copy fee shall be recorded and maintained on daily basis in a register in its left side with details of each case. The money so received daily shall be deposited to the account of the Authority latest by the next working day, an entry of which shall be recorded/maintained on the right side of the register.

(2) A register shall also be maintained in the Authority Wherein entry of each order of the Authority/Adjudicating officer regarding imposing any penalty or direction for depositing any money to any person, shall be recorded/maintained with brief details thereof. On receipt of the penalty amount or the money a corresponding entry shall also be recorded/maintained against each of the above entrees. Necessary action with regard to giving notices to the concerned person and recovery of the amounts shall be done on regular basis.

36 Employees of the Authority shall not take records to their house and shall finish their work in the office of the Authority.

## CHAPTER-VI

### Meetings of the Authority

Number of any types meetings

37 The Authority may hold as many meetings and at such places as may be required for the purpose of discharging its functions under the Act. The Authority may conduct the following types of meetings, namely:-

- (a) Ordinary meetings relating to business and proceedings to be conducted by the Authority, as per provisions of the Act or the Rules made thereunder; and
- (b) Special meetings relating to matters, which in the opinion of the Chairperson or any other Member require urgent consideration.



Time and place of meetings 38(1)

- The meetings of the Authority shall ordinarily be held at its head office. The Authority may also hold meetings at any other place within its jurisdiction whenever, in the opinion of the Authority, it is expedient to do so.
- (2) The Chairperson, in consultation with the Members, shall decide in advance, the date, time and place and the agenda for each meeting of the Authority.
- (3) The notice of every meeting of the Authority shall be signed by the Chairperson or any other officer authorised by the Chairperson, intimating the time, date and place of such intended meeting.
- (4) The notice shall be given to every Member and any other person as may be required to attend the meeting at least seven days before the date of the meeting along with the agenda.  
Provided that no proceedings of the Authority shall be challenged merely by reason of non-receipt of notice of the meeting by any Member or by reason of short notice for the meeting.
- (5) In addition to sub-regulation (4) above the notice for the meeting may also be communicated to the Members and any other person, as may be required, through email, or any other electronic medium.
- (6) The notice for hearing meetings related to any complaint by or against the promoter or the allottee or the real estate agent, as the case may be, shall be intimated to the complainant and the respondent, as the case may be, through Post, e-mail, facsimile or any other electronic medium and shall also be uploaded on the website of the Authority along with a cause list with particulars of date, time, place, item number and such other details so as to facilitate easy and speedy communication to all concerned.
- (7) The notice for hearing meetings related to a promoter or agent with regard to registration, revocation or extension of registration as the case may be, shall be intimated to the promoter or agent through post, email, facsimile or any other electronic medium indicating therein the date, time, place and such other required details.

Agenda of meetings

39(1)

The Chairperson or any officer authorized by the Chairperson, shall be responsible for preparation of the agenda for each meeting of the Authority and circulation thereof to all the Members of the Authority at least seven days before the date of each meeting along with the notice specifying the time and place of such meeting as per sub-regulation (4) and sub-regulation (5) of Regulation 38.  
Provided that the Chairperson or such officer authorized by the Chairperson shall prepare the agenda of meeting in consultation with the Chairperson and the Members.  
Provided further that the Chairperson or such officer authorized by the Chairperson may, in consultation with the Chairperson/Members, amend or delete or add new items in the agenda of business subsequent to its issue;  
Provided also that no proceedings of the Authority shall be challenged merely by reason of non-receipt of agenda of the meeting by any Member as set out in this sub-regulation.

Procedure of meetings

- (2) Any business not included in the agenda shall not be transacted at a meeting of the Authority except with the permission of the Chairperson or other Member presiding over the meeting, as the case may be.
- 40(1) Procedure for ordinary meetings:-
- (a) The meeting hours of an ordinary meeting shall normally be within the office hours of the Authority unless the Chairperson decides to extend the same in a particular matter;
  - (b) The Chairperson and Members and such employees, officers or persons, as permitted by the Chairperson, shall attend an ordinary meeting;
  - (c) The Chairperson may, for reasons to be recorded in writing, adjourn the meeting;
  - (d) Any Member unable to be present in a meeting for any reason, may, if feasible, choose to participate in the said meeting, through video conferencing and this shall be considered as attendance by the Member for the purpose of casting vote during such meeting;
  - (e) The Authority shall hold, as far as practicable, an ordinary meeting once every month to review compliance of its orders and the Secretary or the officer authorized by the Chairperson shall report matters of non-compliance for information or for further directions of the Authority, as the case may be;
  - (f) The proceedings of each ordinary meeting of the Authority shall be recorded under the superintendence and guidance of the Secretary or the officer authorized by the Chairperson.
- (2) Procedure for special meetings:-
- (a) The Chairperson may, by giving at-least twenty-four hours notice, convene a special meeting at any time to consider item, which in his or any other Member's opinion, requires urgent consideration.
  - (b) The Chairperson and Members and such employees, Officers, persons, as permitted by the Chairperson shall attend a special meeting;
  - (c) Subject to the provisions of the Act, the Rules and these Regulations, the Chairperson or the Secretary or the officer authorized by the Chairperson shall notify the date, time and place and the agenda for each special meeting of the Authority to the Members and other concerned officers and employees, as far as practicable, in advance;
  - (d) The Secretary or the officer authorized by the Chairperson, for all special meetings, shall arrange to prepare and record the minutes of the meeting of the Authority.
  - (e) Any Member unable to be present in a meeting for any reason may, if feasible, choose to participate in the said meeting, through video conferencing and this shall be considered as attendance by the Member for the purpose of casting vote during the meeting;
  - (f) The proceedings of each special meeting of the Authority shall be recorded under the superintendence and guidance of the secretary or the officer authorized by the Chairperson.



(3) Without prejudice to sub-regulations (1) and (2), the Authority shall have at least one meeting every month. The Authority shall also have meetings for the promotion of the real estate sector.

(4) At every meeting of the Authority, the action taken and compliance report on the decision of the previous meetings of the Authority shall be placed as an agenda point.

Chairperson of the meetings of Authority

41(1) The Chairperson shall preside over the meetings of the Authority, however, in his absence, the senior most Member, in terms of date of appointment to the Authority, shall preside over the meetings of the Authority. In case the Chairperson, or in his absence the senior most Member present, have a direct or indirect pecuniary or other interest in any matter, including those relating to immediate family, coming up for consideration in the meeting, he shall not chair that meeting and immediately next Senior Member present shall preside over the meeting.

(2) The Chairperson for the meeting of the Authority may, if he considers it necessary, also invite any expert, qualified in the matters to be discussed at any meeting, to attend any meeting of the Authority with a view to facilitate meaningful discussions and such expert may participate in the proceedings of the meeting but shall have no right to vote.

Quorum

42(1) The quorum for any meeting, whether ordinary or special, of the Authority shall be three-fourth of the total number of Members of the Authority, including the Chairperson and no business shall be transacted at any meeting of the Authority unless the quorum is present throughout the meeting.

**Explanation-** For the purpose of the quorum in a particular meeting of the Authority the total number of Members of the Authority shall mean the total number of working Members, including the Chairperson of the Authority, and the number of vacant posts of Members or Chairperson shall not be taken into account.

(2) If the quorum is not present at any meeting of the Authority, the Chairperson or in his absence the senior most Member presiding over the meeting shall adjourn the meeting to such other date, time and place as may be specified by him not being later than seven days; Provided that if at such adjourned meeting quorum is still not present, then, notwithstanding anything contained in sub-regulation (1), the Members present at the said adjourned meeting, shall constitute - quorum for such meeting to take up discussions and to dispose of the items of business set out in the agenda only.

Decisions of the meetings

43(1) All questions which come up before any meeting of the Authority, shall be decided by majority of votes of Members present and voting. In the event of an equality of votes, the Chairperson or in his absence, the Member presiding shall have a second or casting vote.


(2) Save as otherwise provided in these Regulations, every Member shall have one vote.

(3) The Chairperson or the other Member presiding over the meeting shall endeavour at all times to arrive at decisions or recommendations through a consensus among Members and voting shall be resorted to if attempts to arrive at a consensus fail.

- (4) Votes on every item of business to be transacted at a meeting of the Authority shall be taken and decisions taken by majority of Members present at the meeting, shall be deemed to be decisions of the Authority.
- Members not to participate in meetings**
- 44(1) Any Member, who has a direct or indirect pecuniary or other interest in any matter, including those relating to immediate family, coming up for consideration in a meeting of the Authority, shall not take any part in any deliberation or decision of the Authority, with respect to that matter.
- (2) Every Member shall make an 'Undertaking', as per Form 'A' (annexure 12), at the time of joining as a Member, that he will abide by the principles laid out in sub-regulation (1).
- (3) Any Member who is found violating the principles laid out in sub-regulation (1) shall be liable to necessary action as per the provisions of the Act and the Rules made thereunder.
- Explanation:-** For the purpose of this Regulation 'immediate family' shall include wife or husband, son or daughter (whether biological or adopted), parents, brothers or sisters or any person related to any of them by blood or marriage, whether they are dependent on such Member or not.
- Minutes of the meetings of the Authority.**
- 45(1) The secretary or in his absence an Officer of the Authority designated by the Authority, shall record the minutes of the meetings and maintain a register which will, amongst other things, contain the names and designation of Members and invitees present in the meeting, a record of proceedings and notes of dissent, if any.
- (2) The decision taken in a meeting of the Authority shall be recorded in the minutes in a clear and concise manner, alongwith reasons. In case the minutes record any statement/submission made by an invitee, a copy of the minutes may be sent to such invitee for his consent about the correctness of his statement/submission recorded.
- (3) The draft minutes of each meeting of the Authority shall be prepared within a period of four days of conclusion of each meeting and submitted to the Chairperson of the meeting and the Members who attended the meeting for their concurrence.
- (4) The chairperson of the meeting and the Members shall give concurrence as well as confirmation about correctness of their views and statements, including dissenting views, if any, in the minutes within further two days.
- (5) The draft minutes of each meeting so concurred by the Chairperson of the meeting and the Members shall be forwarded then to the Chairperson of the meeting.
- (6) The minutes of each meeting of the Authority so finalised shall contain a fair and correct summary of the proceedings and the names of Members who did not participate in the discussion of or vote on any item of business transacted at the meeting.
- (7) The minutes of the meeting so finalised shall be signed by each Member present and the Chairperson/ presiding Member of the meeting and the minutes so signed shall be forwarded to the Secretary or the officer authorized for keeping it for record and for further compliance including issuance of necessary certificates and taking necessary actions.
- (8) The minutes so signed by the Chairperson of the meeting and the Members who attended the meeting, shall not be challenged at any stage thereafter and at any forum merely for non-inclusion or inclusion of anything in the minute.



Decisions by circulation

- 46(1) Any item of business or issue on which decision of the Authority is required to be taken by circulation, if the situation so requires, be referred by the Chairperson to all the Members along with all the relevant papers.
- (2) A draft decision of such item, on which decision is sought through circulation, shall also be sent to all the Members.
- (3)  The Members shall be required to send their approval or disapproval or approval with amendment or dissenting view to the draft decision within six days to the Chairperson.
- (4) The decision on majority basis on any item so passed on circulation shall also be put up in the immediate next meeting for ratification along with comment of each Member.
- (5) Any decision taken on resolution by circulation basis shall have effect and is binding as if such resolution were decided by the majority of the Members at a meeting.
- (6) Based upon the votes and comments received, on the draft resolution circulated, the Chairperson may postpone the item along with draft resolution for the next regular meeting of the Authority.

Confidentiality

- 47(1) The Chairperson/Members of the Authority and other participants at a meeting shall not divulge to any party or third party any confidential information that they have received.
- (2) The Chairperson and every Member of the Authority and other participants at a meeting shall be required, even after their duties have ceased, not to disclose information of the nature that may be covered by the obligation of professional secrecy.
- (3) The Chairperson and every Member of the Authority and other participants at a meeting, shall sign an initial declaration for maintaining the confidentiality of the business transacted at meetings of the Authority in form 'B'(annexure 13).
- (4) The Chairperson and every Member of the Authority and other participants at meetings shall not disclose to any one his or other Members' view about any matter.

Reimbursement of expenses

- 48 Every expert invited to attend any meeting of the Authority other than the Members, officers or employees of the Authority, shall be entitled to a payment of sum of money as determined by the Authority from time to time for each meeting of the Authority attended by him. Any expert from outside shall also be eligible for actual traveling expenses.

## CHAPTER-VII

### General procedures of Authority

Vacancies, etc., not to invalidate proceedings

- 49 No act or proceedings of the Authority shall be questioned or shall be invalidated merely on the ground of existence of any vacancy or defect in the constitution of the Authority.

Authorized Representative

- 50 A person who is a party to any proceedings before the Authority may either appear in person or authorise any other person to present his case before the Authority and to do all or any of the acts for the purpose:  
Provided that, the person appearing on behalf of any person in any proceeding before the Authority shall file a Memorandum of Authorization in format annexed herein as annexure 14. When a company or a firm or Society etc. authorises a person, a resolution of the company or the firm or the partners of a partnership firm in this regard shall also be filed/submitted.

Orders of the Authority	51	The Authority, Chairperson/Member(s) or the Adjudicating Officer hearing a proceeding shall pass orders in such proceedings, and such orders shall be signed by the Chairperson/Members/ the Adjudicating Officer of the Authority hearing such proceeding. Every order made by the Authority/Chairperson/Member/Adjudicating officer shall be a reasoned order.
	52	All orders and decisions issued by the Authority shall be certified by the signature of the Secretary or an Officer empowered in this behalf by the Authority and shall bear the official seal of the Authority and be communicated as expeditiously as possible from the date of passing thereof to all parties in the proceeding.
Authority's records- documentation	53	The Authority shall, as soon as may be practicable, maintain an indexed database of its records including, inter alia, applications filed for registration of real estate projects and agents, complaints filed, orders/documents issued from time to time.
Accessibility of information	54	The Authority shall endeavour to make information involving public interest accessible and available to the public, including, inter alia, through its website.
Maintaining register for petition, complaint application etc.	55(1)	All petitions, applications and complaints received in the Authority shall be immediately entered in a register including in electronic form, maintained for the purpose and shall, thereafter, as early as possible, be presented to the Authority or the Member or Adjudicating officer or the Secretary or any officer authorized for it alongwith the concerned record/file for further action.
	(2)	All applications for registration of real estate projects or real estate agents, extension of projects and agents, received shall be entered in a register, including in electronic form, maintained for the purpose.
	(3)	Complaints, registration applications and extension applications for real estate projects and agents shall bear a number which shall be the web generated number for that complaint or registration/extension application. Until a mechanism for web generated serial number is developed, the complaints or applications may bear its serial number in accordance with its receipt in the Authority.
Interim Orders	56	The Authority, the Chairperson, the Members or the Adjudicating Officer, while hearing a proceeding, may pass such ad-interim or interim orders, as may be considered appropriate at any stage of any proceedings, having regard to the facts and circumstances of the case.
Investigation, enquiry, Collection of information	57	<p>The Authority may make such direction or order as it thinks fit for collection of information, enquiry, investigation, entry, search, seizure and, without prejudice to the generality of its powers, including, inter alia, the following:-</p> <p>(a) The Authority may, at any time, direct the Secretary or any one or more Officers or any other person as the Authority considers appropriate to study, investigate or furnish information with respect to any matter within the jurisdiction of the Authority under the Act and the Rules.</p> <p>(b) The Authority may, for the above purpose, give such other directions as it may deem fit and state the time within which the report is to be submitted or information furnished.</p> <p>(c) The Authority may issue or authorize the Secretary or an</p>



Officer to issue directions to any person to produce before it and allow to be examined and kept by an Officer of the Authority, as directed in this behalf, the books, accounts, etc., or to furnish any information to the designated Officer.

(d) The Authority may issue such directions, for the purpose of collection of any information, particulars or documents that the Authority considers necessary in connection with the discharge of its functions under the Act and the Rules.

(e) If any such report or information obtained appears to the Authority to be insufficient or inadequate, the Authority or the Secretary or an Officer authorized for the purpose may give directions for further inquiry, report and furnishing of information.

(f) The Authority may direct such incidental, consequential and supplemental matters to be attended to which may be considered relevant in connection with the above.

58 If the report or information obtained in accordance with regulation above or any part thereof is proposed to be relied upon by the Authority or the Adjudicating officer for forming its opinion or view in any proceedings, the parties to the proceedings shall be given a reasonable opportunity for filing objections and making submissions on such report or information.

Confidentiality

59

(a) The Authority or the Adjudicating officer shall appraise and determine whether any document or evidence provided to it by any party and claimed by that party to be of a confidential nature merits being withheld from disclosure to other parties as being confidential and shall provide brief reasons in writing for arriving at its conclusion.

(b) If the Authority or the Adjudicating officer is of the view that the claim for confidentiality is justified the Authority/ Adjudicating officer may direct that the same be not provided to such parties as the Authority may deem fit. However, the party claiming the confidentiality shall provide a brief non-confidential summary of the substance of the documents found to be confidential and the import of the same.

(c) Not with standing the above, it shall be open to the Authority or the Adjudicating officer to take into consideration the contents of the documents found to be confidential in arriving at its decision.

Continuance of Proceedings after death, etc.

60

(a) Where in a proceeding, any of the parties to the proceeding dies or is adjudicated as an insolvent or in the case of a company under liquidation / winding-up, the proceeding shall continue with the successors-in-interest, the executor, administrator, receiver, liquidator or other legal representative of the party concerned, as the case may be.

(b) The Authority or the Adjudicating officer may, for reasons to be recorded, treat the proceedings as abated in case the Authority/ Adjudicating officer so directs and dispense with the need to bring the successors-in-interest on the record of the case.

(c) In case any person wishes to bring on record the successors-in-interest, etc., the application for the purpose shall be filed within thirty(30) days from the event requiring the successors-in-interest to be brought on record. The Authority or the Adjudicating officer may condone the delay, if any, for sufficient reasons.

Issue of orders and directions	61	Subject to the provisions of the Act, Rules and Regulations, the Authority may, from time to time issue orders and directions in regard to the implementation of the Regulations and procedure to be followed.	Refer section 40
Execution and enforcements of orders/directions	62	If any person against whom Adjudicating Officer or the Authority, as the case may be, has issued any order or directed any person to do any act or refrain from doing any act, has failed to comply the order or directions, the execution/ enforcement of that order or direction shall be done/executed by the Authority or the Adjudicating Officer as per the provisions of CPC. This provision is in addition to the provision under subsection(1) of Section 40 and provisions under Chapter VIII of the Act.	
	63	All pleadings, applications and petitions/complaints and also power of attorney, agreement, affidavits, certificates whether in prescribed formats or otherwise shall preferably be type written/computer printed or in special circumstances written in a legible hand writing.	
	64	Every pleading, application, complaint, petition as well as reply of the respondent and every documents (whether original, photocopy or computer print), information, statement shall be submitted with sign on each page by the applicant, pleader, Complainant/respondent, promoter etc.	
	65	Each affidavit, whether it be in form B to be submitted along with project registration application or otherwise shall be in proper format indicating full name of the person, his/her age, father's name, address and the capacity in which the affidavit is being signed, which shall clearly be incorporated in the affidavit.	
	66	While submitting documents or documentary evidence in project/agent registration or complaint proceeding an index at the front indicating therein the complete and detailed list of each paper, shall be submitted. The index shall be in format given in regulation 80 hereinafter. The index shall also be signed by the applicant and at its top the name(s) of project, promoter, agent or parties, as the case may and the number of complaint, registration application shall also be indicated. The index shall bear the Caption- 'Before the Uttarakhand Real Estate Regulatory Authority' in bold and capital letter at the topmost space.	
	67	The amount received by the authority through recovery certificates issued as per the provisions of sub section (1) of section 40 of the Act and Rule 23 of the Rules, or through an execution process, shall be deposited with the Authority, immediately on its receipt, in the bank account of the Authority and then the money which belongs to a person (refund money, interest and compensation, as the case may be) shall be transferred immediately thereafter to that person, on filing a release application in this regard, and the penalty amount shall be taken into the account of the Authority. Transfer of money shall be done with proper identification of the claimant.	
	68	Every pleading, application, petition or statement shall be addressed to the Uttarakhand Real Estate Regulatory Authority/ Adjudicating officer. The pleading or petition, reply to the pleadings or petitions shall bear names of the parties along with description. The petitions, pleadings and replies to them shall be prepared and submitted in a way so that each statement is described in separate paras.	
	69	Every application, petition or pleading shall bear the name and full signature or thumb mark of the person submitting them with date and each page signed.	
	70	Separate application shall be made in regard to distinct subject matters.	



- 71 Every application shall contain clear and concise matter and shall not contain any vague statement or matter. The application shall not contain any argumentative matter or statement as well.
- 72 Except an application for a copy, every application, complaint, petition or pleadings shall be made and submitted to the Authority or Adjudicating officer by the party himself, his pleader or his duly authorised representative.
- 73 The promoter, the agent and complainant may authorize any person as his representative to represent for him before the Authority (or Adjudicating officer) in regard to registration of project, agent and complaints. In case the promoter or agent is a company, firm or society the authority letter shall be submitted along with the attested copy of the resolution passed by the board of the company, society, firm etc, while in case of partnership firm decision of the partners shall be submitted. The authority letter in each case shall be submitted in original copy.
- 74 All complaints, petitions, pleadings as well as registration applications for registration of project or agent shall be submitted accompanied with supporting affidavit of the complainant, petitioner, applicant, as the case may be.
- 75 No orders except routine ones are to be recorded on the applications.
- 76 A date of hearing once fixed shall be adhered to as far as possible and no adjournment shall be granted except for good cause to be recorded and in exceptional circumstance. Adjournment should not be granted just on request of any party. A payment of cost of an adequate sum in such a case may be imposed on the party seeking adjournment. Adequate cost may also be imposed when any party against whom decision to proceed ex parte has been taken and the party later on requests for call back of such decision.
- 77 Judgement and decisions shall be on foolscap paper leaving adequate margin spaces all around. At the top of the judgement, the name of the Authority and below it number of registration application/complaint and then name of the applicant/parties shall be there. A judgement or order or final order shall be written or typed written on a separate paper for the purpose and not in the order sheet or any paper already on the file. The operative portion or gist of it may be written on the order sheet. Every page of the judgement or decision shall be signed or initialed by the Chairperson/Member(s)/Adjudicating officer.
- 78 Recourse to mode of substituted service by publication in a newspaper shall be had only when service by any other method is considered impracticable or is found inadequate
- 79 Every sheet of every document in a complaint proceeding shall bear on the right handside top portion number and year of the complaint and names of parties.
- 80 Each proceeding/Complaint file shall have general index. The form of general index should be as given below-
 

BEFORE THE UTTARAKHAND REAL ESTATE REGULATORY AUTHORITY,  
DEHRADUN

Complaint No ...../20....(or Description of proceeding)  
..... v/s .....

General Index

S. No.	Description of Paper	Number of pages	Page Number(s)
--------	----------------------	-----------------	----------------
- 81 General index shall be prefixed to the record of every proceeding/complaint and each paper shall be entered in it as it is submitted/filed.

Service by publication

- 82 Order sheet shall contain record of the presence of parties or applicant and their authorised representatives. The order sheet shall also contain the record of each order/direction passed as well as material events which have occurred. Where order or direction is recorded elsewhere in the file, a note about the same along with the subject matter shall be recorded in the order sheet. Entries in the order sheet shall be maintained date-wise.
- Information to and signatures of parties 83 Order fixing dates or adjournment dates for hearing or directing anything to be done by the parties or their pleaders recorded in order sheet or elsewhere, shall so far as possible be signed then and there by the parties or their pleaders.
- 84 Execution proceeding against a final order in a complaint shall be dealt in a separate file, which shall be dealt as a miscellaneous matter itself. Similarly cases of extension of project registration period and also extension of period of real estate agentship shall be dealt with in a separate miscellaneous file. In all cases the original files shall be consulted while disposing the execution and extension matters.
- 85 When a document in any record is required for any proceeding, a photocopy of that document shall be made and used in another proceeding.
- List of proceedings 86 Every proceeding whether with regard to registration of real estate project, extension of project registration period, agent registration, extension of agent registration period, complaint and execution proceedings, revocation of registration of project/agent and proceedings with regard to completion of project under section 8 shall be enlisted under the relevant category in separate registers as well as digital mode. The listing shall be done datewise and serial wise as soon as the application or complaint is received or the proceeding starts. Every material progress in any proceeding shall also be entered in the list.  
The list or registers shall be kept in accordance with the date of start of proceeding/submission of application.
- 87 The co-complainants or the co-Promoters, different partners of a partnership firm or co-applicants of a project or agent registration, when submitting application to the Authority may authorize one or more of them to plead, appear, act or represent in his/her or their behalf and it shall be done through duly stamped power of attorney supported by affidavit in this regard.

#### **CHAPTER VIII** **Charges and costs**

- Costs 88 (a) Subject to such conditions and limitations, as may be directed by the Authority or the Adjudicating officer, the costs incidental to all proceedings shall be awarded at the discretion of the Authority or the Adjudicating Officer and the Authority or the Adjudicating shall have full powers to determine by whom or out of what funds and to what extent such costs are to be paid and give all necessary directions forth with for said purposes. The costs may be ordered to be deposited to the Authority or to be paid to a party or such person as the Authority or the Adjudicating Officer may decide.
- (b) The costs shall be paid within thirty (30) days from the date of the order or within such time as the Authority/Adjudicating officer may, by order, direct. If a party fails to comply with an order for costs within the permitted period, the order of the Authority Authority/Adjudicating officer awarding costs shall be



executed forthwith in the same manner as a direction/order of the Authority.

*Explanation.* - For the purpose of this rule Authority includes the Chairperson and/or the Member(s) as well as the Adjudicating Officer.

Administrative Charges and Standard Fees

89 The Authority may, by order, fix standard fees, including annual fees, to be levied on the promoters or real estate agents or allottees, for inspection of documents, certified copies of documents, the updating of website, data base management and maintenance of the website.

90 While imposing cost at any stage of proceedings and also at the time of final disposal, the Authority/adjudicating officer shall see that cost imposed is, as far as possible, actual and reasonable which is sufficient to mitigate the hardship caused to a party and includes the cost of time spent by the party, cost of transportation, lodging, other incidental costs and lawyers/CA's fee etc.

### CHAPTER IX

#### Inherent powers of Authority

Savings and inherent powers of the Authority

91 Nothing in these Regulations shall bar the Authority from adopting in conformity with the provisions of the Act or the Rules, a procedure, which is at variance with any of the provisions of these Regulations including summary procedures, if the Authority, in view of the special circumstance of a matter or class of matters and for reasons to be recorded in writing, deems it necessary or expedient for so dealing with such a matter or class of matters.

92 Nothing in the Regulations shall bar the Authority to deal with any matter or exercise any power under the Act or Rules, for which no regulations have been framed, and the Authority may deal with such matters, powers and functions in a manner it thinks fit.

General power to rectify

93 The Authority/Adjudicating officer may, at any time and on such terms, as it may think fit, rectify any defect or error in any proceedings before it (including any clerical or arithmetical error in any order passed by the Authority/Adjudicating officer), and all necessary rectifications shall be made for the purpose of determining the real question or issue arising in the proceedings; Provided that if the Authority/Adjudicating officer desires to make rectifications in order to determine the real question or issue arising, the Authority/Adjudicating officer shall provide an opportunity to the parties affected by such rectification touching the real question or issue to make representations and submissions with respect to the proposed rectification.

Power to remove difficulties

94 If any difficulty arises in giving effect to any of the provisions of the Regulations, the Authority may, by general or special order, do anything not being inconsistent with the provisions of the Act or Rules, which appears to be necessary or expedient for the purpose of removing the difficulties.

Extension or abridgement of time prescribed

95 Subject to the provisions of the Act or the Rules, the time prescribed by the Regulations or by order of the Authority/Adjudicating officer for doing any act may be extended (whether it has already expired or not) or abridged for sufficient reason by an order of the Authority/Adjudicating officer.

Effect of non-compliance

96 Failure to comply with any requirement of the Regulations shall not invalidate any proceeding merely by reason of such failure unless the Authority/Adjudicating officer is of the view that such failure has resulted in miscarriage of justice.

**CHAPTER-X  
RECORD KEEPING AND REQUISITION**

Transmission of  
record to record  
room

- 97 Files of every completed proceeding shall be transmitted to the record room of the Authority at the beginning of each month. When any consigned record is required for use or is requisitioned by the Uttarakhand Real Estate Appellate Tribunal or the Hon'ble High Court/ Supreme Court, copy of concerning requisition form or letter shall be kept in place of the record. Likewise when a complete record, which has not been consigned in the record room yet at the time indicated above due to the reason that it is required in some proceeding or has been requisitioned, a copy of such letter or requisition form shall be sent to the record room in place of the record.
- 98 When a number of completed records is transmitted to the record room for consigning, a list of records being transmitted shall also be transmitted along with the records. A copy of the list shall be retained by the sender with him. Copy of all such lists shall be kept datewise by the sender in a file for future requirement.
- 99 Upon requisition a record shall ordinarily be sent through messenger in a closed packet. The records may also be sent to outstation places by parcel post registered. Where more than one record is being sent on requisition, a list of all records along with reference of requisition against each record shall be sent along with the bundle of records.

**CHAPTER XI  
RETENTION PERIOD AND WEEDING OF RECORDS**

- 100 Retention period of records shall be as follows
- |                                                                                             |                                                                                                                    |
|---------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------|
| Project registration files                                                                  | - 8 years after completion of project, handing over possessions as well as execution of sale deeds of all units    |
| Payment Vouchers                                                                            | - permanent                                                                                                        |
| Accounts                                                                                    | - permanent                                                                                                        |
| Procurement files/record                                                                    | - five years after audit and compliance of audit objections                                                        |
| Leave Applications                                                                          | - One year                                                                                                         |
| project extension files                                                                     | - 8 years after Completion of project and handing over possession as well as execution of sale deeds of all units. |
| Administrative matters                                                                      | - Three years                                                                                                      |
| Agent registration files (including agent Extension)                                        | - Three years after period of registration lapsed.                                                                 |
| Miscellaneous                                                                               | - One year                                                                                                         |
| Complaint files (including Execution of final order)                                        | - 5 years after compliance of orders/directions                                                                    |
| Service records of permanent employees                                                      | - Permanent                                                                                                        |
| Service records of temporary Employees                                                      | - Five years after compliance of audit objections, if any                                                          |
| Files with regard to completion of project, including completion of project under Section 3 | - 8 years after Completion of project and handing over possession as well as execution of sale deeds of all units  |



Weeding of records

- 101 Month by month the files/records of which the period of retention has expired, shall be removed from the record and weeded out or destroyed by shredding them into pieces and a note in this regard with date of weeding/destruction shall be entered against the list transmitted with the records.
- 102 If any dispute or necessity arises within the prescribed period of retention of any record such record shall not be weeded or destroyed unless the dispute is finally settled or the necessity ceases.
- 103 On expiry of retention period of any record the contents of it in the website of the Authority shall also be deleted.

**CHAPTER XII**  
**MISCELLANEOUS**

Constitution of Committees

- 104 The Authority may from time to time appoint such committees or sub-committees consisting of such Members or officers and other employees of the Authority, as it deems fit to advise the Authority on such matters as may be prescribed or specified and subject to such direction as the Authority may give.
- 105 The business of the Authority shall be transacted either in Hindi or English as the Authority may decide from time to time.
- 106 If any doubt arises as to the interpretation of these Regulations the decision of the Authority shall be final and binding on all concerned.

Annexure-1

Format

**ALLOTMENT LETTER**

(See regulations 5)

Allotment Letter Number-

Dated:

To,

Mr/Mrs./Ms. ....

S/o, W/o, D/o .....

R/o .....

(Address)

Telephone/mobile number .....

Email ID

(Name and address of allottee. Allottee may be an individual, individuals, partnership firm, society, company, Government agency/unit etc.)

Dear Sir/Madam,

Kindly refer to your application dated ..... for allotment of a plot/an apartment/a house/ a shop/ a commercial unit/ building/flat/..... in the Real Estate Project named ..... being developed/to be developed by us as a Developer (name of Developer ..... ) on khasra number (s).....in town/revenuevillage.....Pargana.....Tehsil.....District.....  
.....The legal and valid ownership of the above land(s) lies with..... (name and address of the land owner(s). As the ownership of the land lies with person(s) different from the promoter/developer itself,therefore a Joint Development agreement/Collaboration Agreement/DevelopmentAgreement/.....Agreement / lease deed dated.....has been executed between me/us as promoter(s) and the land owner(s), copy of which is being annexed herewith. Layout plan/Construction plan and map of the Real Estate Project has been sanctioned by.....(name of the Competent Authority) vide sanction letter number.....dated.....in my/our name or in the name of land owner(s), copy of which is being annexed herewith. Also approval/clearance of.....by.....(name of the concerned authority) has been obtained vide letter no.....dated....., copy of which is attached herewith. In your application you have indicated allotment of your choice/not indicated any choice for allotment.

We have received from you Rs. ....(Rupees.....only) as the booking amount/first installment for the allotment of plot/apartment/house/shop/commercial unit/building/flat/..... in the above said project.

We are pleased/sorry to inform you that you have been allotted/could not be allotted a plot/apartment/house/shop/commercial unit /building/flat. The number of allotted plot/apartment/house/shop/commercial unit/building/flat/ ..... is.....situated on floor ..... Block/Tower ..... and having area/carpet area ..... sq.meters. The said plot/apartment/unit is/is not as per your choice.



Some of the essential details of the project are being enumerated herein below for your information, namely-

- 1) Project registration (from RERA)-  
Registration No.-  
Date-  
Validity till date
- 2) Layout approval-  
Approval No.-  
Date-  
Validity till date-
- 3) Map approval-  
Approval No.-  
Date-  
Validity Period(till date)-
- 4) Other approvals (if any)-  
Approval no.  
Date  
Validity till date
- 5) Estimated Project Cost- Rs.
- 6) Project Commencement date-
- 7) Stage wise completion/  
Time schedule of project-
- 8) Status of Project Development till date- (1) Physical  
Progress (2) Financial
- 9) Land title status- Owned by Promoter(s) Khasra Number(s)-  
Town/Village-  
Pargana-  
Owned by others Tehsil-  
District-
- 10) Details of separate bank account for the project- Name of Bank  
Name of Account Holder  
Account Number  
Total collection till date Rs.  
Total expenditure till date Rs.  
Balance Amount in the account  
(as on date.....) Rs.
- 11) Estimated cost of the plot/apartment/  
House/shop/commercial unit/ building  
(excluding taxes) allotted
- 12) Project Completion Date
- 13) Handing over possession  
time/date

S.No.	Particulars	Due time	Installment Amount
1.	1 <sup>st</sup> Installment	At the time of booking	2 percent of the cost of plot/apartment etc. as booking amount.
2.	2 <sup>nd</sup> Installment	at the time of signing the agreement to sell which shall be done within one month of issuing allotment letter and within two months of booking application along with receipt of booking amount	Further 8 percent of the cost of plot/apartment etc.
3.	3 <sup>rd</sup> Installment	On 20% physical progress of the allotted unit and within 4 months of the allotment letter/agreement for sale	Further 15 percent of the cost of plot/apartment etc.
4.	4 <sup>th</sup> Installment	On 40% physical progress and within 07 months of date of allotment letter/ agreement for sale	Further 15 percent of the cost of plot/apartment etc.
5.	5 <sup>th</sup> Installment	On 60% physical progress and within 10 months of date of allotment letter/ agreement for sale	Further 15 percent of the cost of plot/apartment etc.
6.	6 <sup>th</sup> Installment	On 80% physical progress and within 14 months of date of allotment letter/ agreement for sale	Further 15 percent of the cost of plot/apartment etc.
7.	7 <sup>th</sup> Installment	On 90% physical progress and within 16 months of date of allotment letter/ agreement for sale	Further 15 percent of the cost of plot/apartment etc.
8.	8 <sup>th</sup> Installment	On 100% physical progress and within 18 months of date of allotment letter/ agreement for sale	Further 10 percent of the cost of plot/apartment etc.



9.	9 <sup>th</sup> installment	On the date of giving possession and within 19 months of date of allotment letter/ agreement for sale	Further 05 percent of the cost of plot/apartment etc.
10.	Execution and registration of conveyance deed	Immediately after handing over possession and within 20 months of date of allotment letter/ agreement for sale	

15) Mode of payment-

Cheques, draft or online transfer of money.

16) Delayed Payment of Installment-

Interest from the allottee to the developer (promoter) of the project for the delayed payment of any installment shall be at the existing SBI highest marginal cost of lending rate plus two percent from the due date for the delayed period.

17) Cancellation of allotment-

- i. In case of default in payment of three consecutive installments this allotment may be liable to cancellation. In such case the booking amount\*may be forfeited.
- ii. The allottee may at any stage but prior to completion/handover possession date, withdraw himself from the project and may request for cancellation of the allotment. In such case also the booking amount may be forfeited. The booking amount is also refundable without interest in case of non acceptance of allotment.
- iii. In both the cases the amount deposited under the installments shall be refunded to the allottee without interest within 45 Days of cancellation.

18) Registration, taxes and other charges-

At the time of executing the agreement to sale and conveyance deed all the registration and other charges including incidental expenses as well as taxes (including GST) shall be borne and paid by the allottee.

You have to enter into an Agreement for Sale and the Conveyance deed with us within one months of allotment/one month of the handing over possession respectively in the formats enclosed herewith.

Kindly acknowledge the receipt of the allotment letter and also confirm your acceptance for the said allotment by date.....

Dated .....

Signature .....

Name .....

(Promoter/Director/Partner/Authorized Person etc.

For and on behalf of Developer/promoter, the authorization resolution/letter is being annexed herewith)

\*Note -Booking amount is a token amount and should not be more than 2% of the basic sale price of the plot/apartment/house/shop/commercial unit/building/flat etc.and will be adjusted in the sale proceeds.

Annexure-2  
FORMAT  
SALE DEED/COVEYANCE DEED  
(See regulations 5)

THIS SALE/CONVEYANCE DEED is made at ..... on this  
day..... of ..... of the year 20.....

**BY AND IN BETWEEN**

**(If the promoter is a company)**

.....(CIN No. ....), a company  
(PAN.....) 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  
..... represented by its authorized signatory  
..... (Aadhar No. ....) authorized  
vide board resolution dated ..... hereinafter referred to as the  
"Promoter/Seller" (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 (PAN.....)  
registered under the Indian Partnership Act, 1932, having its principal place of  
business at ..... represented by its authorized partner  
..... (Aadhar No. ....) authorized vide  
resolution dated ....., hereinafter referred to as the  
"Promoter/Seller" (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..... (Aadhar No..... AND  
PAN.....) son/wife/daughter of .....aged  
about .....residing at ....., hereinafter called the  
"Promoter/Seller" (which expression shall unless repugnant to the context or



meaning thereof be deemed to mean and include his/her heirs, executor-administrators, successors-in-interest and permitted assigns).

And

Mr/Mrs.....(Adhar No....., PAN.....)  
S/o,W/o,D/o.....aged about.....years residing at,  
hereinafter called as land owner(s) who has(ve) entered into a collaboration  
Agreement/Joint Development Agreement with the promoter or executed a  
lease deed dated.....in favour of  
promoter.....for.....years (in case of land  
owner is different from the promoter).

### IN FAVOUR OF

**(If the Allottee is a Company)**

..... (CIN No. ....) a company  
(PAN.....) incorporated under the provisions of the Companies Act,  
(1956 or 2013, as the case may be), having its registered office at  
....., represented by its authorized signatory,  
....., (Aadhar No. ....) duly authorized  
vide Board Resolution dated ....., hereinafter referred to as the  
"Allottee/Purchaser" (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 firm)**

....., a partnership firm (PAN .....), registered  
under the Indian Partnership Act, 1932, having its principal place of business at  
..... represented by its authorized partner  
..... (Aadhar No. ....) authorized vide  
resolution dated ....., hereinafter referred to as the  
"Allottee/Purchaser" (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. .... (Aadhar No. ....(PAN  
.....) son/wife/daughter of ....., aged about  
....., residing at ....., hereinafter called the  
"Allottee(s)/Purchaser (s)" (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. .... (Aadhar No. ....PAN  
.....) 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 ..... hereinafter referred  
to as the "Allottee/Purchaser" (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 include details of other allottee(s) in case of more than one allottee]

Words imparting one gender shall mean and include other genders and words  
imparting singular shall include the plural and vice versa.

**WHEREAS** The Promoter/Seller is the absolute and lawful owner of khasra  
nos. .... totally admeasuring ..... square meters situated at  
town/village ..... in Tehsil..... Pargana .....  
District..... ("Said Land") vide sale deed(s) dated  
..... registered in the office of the Sub-Registrar .....  
and recorded in Book No. 1, Volume ....., Pages ..... to  
..... as document No. .... dated .....(please give  
details of land as per local laws)

**(OR)**

Mr/Ms ..... ("Owner") is the absolute and lawful owner of  
khasra nos. .... totally admeasuring ..... square meters  
situated at town/village ..... in Tehsil ..... Pargana  
..... District ..... ("Said Land") vide sale deed dated  
..... registered in the office of the Sub-Registrar ..... and  
recorded in Book No. 1, Volume ....., Pages ..... to  
..... as document No. .... dated ..... (please give



details of land as per local laws)' The Owner and the Promoter have entered into a collaboration/development/joint development agreement dated .....(or the land owner has executed a lease deed for.....years in favour of the promoter vide lease deed dated.....) registered in the office of the Sub-Registrar ..... and recorded in Book No. 1, Volume ..... Pages ..... to ..... as document No. .... dated .....

#### WHEREAS

A. 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/ apartments/ house/ commercial unit/ shops/ flat..... and (insert any other components of the Projects) and the said project shall be known as ..... ("Project")

- B. The Promoter/Seller and/or the owner is fully competent to execute this Sale(or sub lease) Deed and all the legal formalities with respect to the right, title and interest of the Promoter/ Seller regarding the Said Land on which the Project has been completed;
- C. The ..... (Please insert the name of the concerned competent/development authority has sanctioned the map for group housing/layout plan.
- D. The Promoter/Seller has raised construction as per the final layout plan, sanctioned building 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 layout plan and building plan have been sanctioned vide sanction number ..... Dated ..... and number ..... dated ..... respectively.

E. The Promoter/Seller has registered the Project under the provisions of the Real Estate (Regulation and Development) Act, 2016 with the Uttarakhand Real Estate Regulatory Authority at Dehradun on ..... under ..... registration No. .... dated.....

F. The Allottee/Purchaser had applied for an apartment/house /commercial Unit/flat..... in the Project vide application no. .... dated..... and had been allotted Plots /apartments /house/ commercial unit/shops/flat..... having carpet area of ..... square feet, type ..... on ..... floor in (tower/block/building) no..... and..... garage/covered parking area of..... square feet in the ..... (Please insert the location of the garage/ covered parking), as well as pro rata share in the common areas ("Common Areas") as defined under clause (n) of Section 2 of the Act (hereinafter referred to as the "Apartment" or 'unit' more particularly described in Schedule A and the floor plan of the apartment/unit as 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 well as pro rata share in the common areas ("Common Areas") as defined under clause (n) of Section 2 of the Act (hereinafter referred to as the "Plot" more particularly described in Schedule A)

G. Pursuant to the above, the Seller had entered into an Agreement to Sell dated..... for sale of the above property in favour of the Purchaser. This Agreement to Sell is duly registered with the office of Sub Registrar, ..... and is duly recorded in Book No. 1, Volume....., pages..... to ..... as document No..... dated.....

H. The seller has taken permission for subletting the flat/apartment and the land, as the land is on lease for..... years.



AND WHEREAS pursuant to the above, the Seller has agreed to sell (or sublet) the aforesaid property/ Plot/apartment/ house/commercial unit/shops/flat having carpet area of ..... square feet, type ..... on ..... floor in (tower/block/building) no. ...., fully detailed in the schedule at the foot of this Deed, for a consideration of Rs. .... (Rupees .....Only) which the Purchaser has agreed to purchase the same for the said consideration. .

**NOW THIS DEED WITNESSETH AS UNDER:-**

1. That in pursuance of the said agreement and in consideration of Rs.....(Rupees .....Only) paid by the Purchaser(s) to the Seller as detailed hereunder:-

The receipt of total sum of Rs. .... (rupees.....only) is hereby acknowledged by the Seller and the Seller hereby conveys, transfers and assigns to the Purchaser free from all encumbrances etc. the said property/house/ commercial unit/ shop/ flat....., together with undivided and impartible proportionate share in the land underneath the Building together with the proportionate share in the common areas of the Building/project on the terms and conditions contained herein, with all rights, title, interests, easement, appurtenances etc. of the Seller INTO and UPON the said property along with open/ covered Car parking space or right to use open / covered Car Parking Space along with .....facilities ....., as mentioned in the Agreement To Sell, TO HAVE and TO HOLD the same absolutely and forever(or for a period of .....years on sublease basis with conditions annexed to this deed(annexed conditions of sublease).

2. The property hereby sold is free from all encumbrances, charges, liens, demands, acquisition, mortgages (either equitable or otherwise), disputes/litigations, court or other attachments etc. whatsoever and the actual, vacant and physical possession whereof has been handed over to the Purchaser(s) on the spot simultaneously with the signing and execution of this Sale/Conveyance Deed.
3. All the taxes, cesses, land-revenues and others charges etc. upto the date of this deed in respect of the said property, shall be paid by the Seller and thereafter the same shall be paid by the Purchaser. However, in case of any consolidated demands, the Purchaser shall pay proportionate amount of the respective share.
4. The Seller at the cost of the Purchaser, shall hereafter do and execute all such acts, deeds and things as may be required for completely and more



- perfectly assuring the title of the said property, and keeping the Purchaser in possession and ownership thereof as per the true intent and meaning of these presents as shall or may reasonably be required.
5. In case, while the Purchaser occupies the said property, there arises any defect in the title of the Seller, then in that case the Seller undertakes to make the title perfect at his own cost and Seller shall fully reimburse the Purchaser upto the extent of the loss thus suffered.
  6. That the seller has obtained 'Occupancy Certificate/ Completion Certificate from the concerned Competent Authority/ Development Authority, copy whereof has been handed over to the Purchaser.
  7. That the Seller has developed the entire common areas/ facilities within the project, which the purchaser has duly verified.
  8. That in case of any structural defect or any defect in workmanship, quality or provision of services or any other obligations of the Promoter/ Seller as per the agreement for sale relating to such development is brought to the notice of the Promoter/ Seller within a period of 5 (five) years by the Allottee/ Purchaser from the date of handing over possession by virtue of the present sale deed, it shall be the duty of the Promoter/ Seller to rectify such defects without further charge, within 30 (thirty) days, and in the event of Seller's failure to rectify such defects within such time, the aggrieved Purchaser shall be entitled to receive appropriate compensation in the manner as provided under the Real Estate (Regulation and Development) Act, 2016 and the rules made there under.
  9. On the execution of the present sale(or sublease) deed, the Purchaser has come in exclusive possession of the covered area / area of the Said Apartment/Unit. The Purchaser shall also have undivided proportionate share in the common areas and facilities within the Building/project. As such, the Purchaser shall use such common areas and facilities within the Building/project harmoniously with other occupants and without causing any inconvenience or hindrance to them. Further the use of such common areas and facilities within the Building/project shall always be subject to timely payment of maintenance charges to the Seller, till the taking over of the maintenance of the project by the association of allottees, and thereafter to the Association of Allotees/ Purchasers.
  10. The Purchaser shall be entitled to use the general common areas and facilities within the Project/Complex, which may be within or outside the foot print of the Building earmarked for common use of all the occupants of the Project/Complex. As such, the Purchaser shall have no right, interest or title in the general common areas and facilities within the Project/Complex, which may be within or outside the foot print of the



Building such as community centre, parking spaces (except if specifically allotted to the Purchaser), roads, parks, overhead water tanks, underground water tanks, electric sub-stations, open areas, entrance, pump house, guard rooms, storage area etc., which shall always remain the property of the Association of the Purchasers/ Allottees. The right of usage of the general common facilities is subject to the covenants herein and regular payment of all dues.

11. Except for the Apartment/unit transferred herein along with all common easementary rights attached therewith, the entire un-allotted/unsold units/flats/ plots/ house/ commercial units of the Project/Complex, shall remain the property of the Seller and the same shall always deemed to be in possession of the Seller.
12. The Purchaser shall not cover, construct any structure or encroach upon the parking space specifically earmarked for his use. It is so understood that the designated parking space, if allotted/sold, shall always remain attached to the Apartment/unit and shall in no case be dealt with in any manner in separation with the Apartment/unit. Whenever, the Apartment/unit is transferred in any manner, the same shall be inclusive of the transfer of the right to use the designated parking space simultaneously. The Purchaser shall, at all times duly perform and observe all the covenants and conditions which are contained in this Sale Deed and the Allotment Agreement as well as in the Agreement To Sell as referred hereinabove, and observe the same as applicable and pertaining to the Said Apartment.
13. The Purchaser agrees to enter into a Maintenance Agreement with the Seller or Association of Alottees or Apartment/unit Owners for the maintenance and upkeep of the Project/Complex.
14. An Interest Free Maintenance Security (IFMS), toward security for promptly paying the maintenance bills and other charges, shall be payable by the Purchasers to the Seller or Association of Purchasers/ allottees, as the case may be. The amount to be deposited as IFMS will be intimated to the Purchaser by the Seller or Association of Purchasers/ allottees, as the case may be, and can be revised from time to time. The Purchaser agrees to make timely payments of the maintenance charges in terms of the maintenance agreement as per the bills raised for the same.
15. The Purchaser shall pay maintenance charges for upkeep and maintenance of various common services and facilities (excluding internal maintenances of the units) in the complex, as determined by the Seller till handing over the complete project to Residential Welfare Association. Thereafter, the Seller shall transfer the Interest Free Maintenance Security, net of default of maintenance and electricity charges, to the Residents Welfare Association for maintenance of the Said Building/Complex.
16. The Purchaser shall be liable to pay and contribute in proportion to the carpet area of the apartment/unit and floor area of the parking space



hereby conveyed to the Purchasers towards the payment of municipal rates, taxes, service charges and other outgoings of statutory or government requirements only, and depending upon the circumstances the statutory dues may be paid by the Purchaser directly to the Statutory Authority as required or if the Resident Welfare Association functions and has made arrangements then such statutory dues may be paid through the said Managing Committee.

17. The Purchaser shall have the full proprietary rights and will be at liberty to transfer, mortgage, lease, gift or otherwise deal with the said property, provided that the Purchaser shall not be entitled to demolish/ damage or commit waste in respect of the land, apartment/unit, and/or parking space or allow anything to be done in the said apartment/unit and/or parking space to affect prejudicially the other occupiers of the said building. The Purchaser shall be entitled to get the said property/apartment mutated in his name in the records of the Municipal Corporation/Revenue Department.
18. For computation purpose the Total Area means the covered area inclusive of half of the area under common walls between two apartments, full area of the other walls, columns and projections, balconies, cupboards, plus proportionate share in the common areas such as projections, corridors, passages, area under lifts, staircases, entrance lobbies, basement and other common areas and facilities in the Said Building.
19. The Purchaser shall not be entitled to claim partition of his undivided share in the land underneath the Building in the Project/Complex, as aforesaid, and the same shall always remain undivided and impartible and unidentified. Provided that in circumstances where the building, block or part of it ceases to be in place, the allottee shall have a proportionate share in the land underneath in proportion of total carpet area of all apartments/units.
20. The Seller undertakes to deliver certified copy of relevant title (or lease) deeds described hereinbefore to the Association of the Apartment Owners/ Residents Welfare Association of the said building/Project as and when formed and the Managing Committee thereof shall hold these copies of title deeds as Trustees, to be made available to any apartment/unit owner or to any authority for inspection and where necessary for production but the Trustees shall not part with the Title Deeds.
21. The Managing Committee or any officer of the Residents Welfare Association or nominee of Seller, in case of emergency originating in or threatening the said property or building, shall have the right to enter the said Apartment/unit to enable them to take immediate suitable steps in the interest of safety, preservation and maintenance of the said apartment/unit and the neighboring apartments/unit and/or the building.
22. The Purchaser has satisfied himself about the interest and the title of the Seller in the Land on which the Apartment/unit as part of a Group



- Housing Project is constructed and has understood all limitations and obligations in respect thereof.
23. The Purchaser shall not remove any walls of the said Apartment/unit including load bearing walls and all the walls / structures of the same shall remain common between the Purchasers and owners of the adjacent Apartment/units. Further, the Purchasers shall neither himself nor permits anything to be done which may cause damage to any part of the adjacent apartment(s)/units etc.
  24. The Purchaser shall not in any manner whatsoever encroach upon any of the common areas, limited use areas and shall also have no right to use the facilities and services not specifically permitted to be used. All unauthorized encroachments or temporary/permanent constructions carried out in the Said Apartment/unit/Said Project or on open Car Parking space by the Purchasers shall be liable to be removed at his cost by the Seller and/or nominee of Seller or the Resident's Welfare Association.
  25. The Said Building along with lifts, pump houses, generators etc., may be got insured against fire, earth-quake and civil commotion at the expenses of the Purchaser by the Seller, provided all the occupiers of the apartments/units pay and continue to pay the proportionate charges to be incurred by the Seller or nominee of Seller or the Residents Welfare Association for the purpose of insurance. The Purchaser shall not do or permit to be done any act which may render void or voidable any insurance or cause increased premium. Such charges may be integrated into the pre-paid power supply metering system or to be claimed extra.
  26. The Purchaser may get insurance of the contents lying in the said Apartment/unit at his own cost and expenses.
  27. That the Purchaser is eligible for membership of community centre/club provided in the said complex and shall abide by all the rules, terms and conditions of the byelaws of facility centre and shall be liable to pay to the Seller/the Residents Welfare Association, such charges as may be demanded for such services.
  28. The Purchaser shall not use the said apartment/unit/property for illegal or immoral purpose or for storing any inflammable or hazardous goods, materials or articles and shall not bring in the said property/apartment/unit or building any item of whatever nature, which might cause harm to other occupiers, or residents of the said building and also shall not carry or cause to be carried heavy packages to the upper floors which are likely to cause damage to the staircase, common passages or any structure or any part of the building. The Purchaser shall always keep the Seller / its nominated agency or Resident Welfare Association harmless and indemnified for any loss and/or damages in respect thereof.



Association harmless and indemnified for any loss and/or damages in respect thereof.

29. The Purchaser may undertake minor internal alterations in his apartment/unit only with the prior written approval of the Seller/ or the Residents Welfare Association.
30. The Purchaser shall strictly observe and ensure safety, durability and long term maintenance of the building.
31. Whenever the Purchaser leases out the said Apartment/unit or hire maid/servant, the Purchaser shall get the verification of them from the local police authority and copy of the same shall be submitted with the Seller/Residential Welfare Association / nominee of the Seller.
32. In case Purchasers Lease out the said Apartment/unit, he is required to submit all details of the tenants to the Seller/the Residents Welfare Association. The Purchasers shall be responsible for all acts of omission and commission of his tenant.
33. After the present deed the Purchaser shall have the right to assign & transfer/sale of his right, title or interest in the flat/Unit without NO OBJECTION CERTIFICATE from the Seller / its nominated agency or Residential Welfare Association.
34. That it is agreed by the parties (Seller and the Purchaser herein) that any condition (s) not mentioned in the present deed, but mentioned in the Agreement to Sell dated....., as applicable, shall be an integral part of this sale deed and shall be adhered to by the party/ parties, as the case may be.
35. Both the purchaser and seller shall abide by the provisions of Real Estate (Regulation & Development) Act 2016 & Uttarakhand Real Estate (Regulation & Development) (General) Rules 2017.
36. As the project land is on lease in the name of promoter for.....years and the lease term is renewable for.....term of .....years each time, the buyer(s) and/or the Association of allottees / buyers, through this conveyance deed, acquire right to get the lease term renewed for further.....terms of.....years each time and shall be liable to pay the lease rent and other dues payable to the lessor. However, the original lease premium and the lease rent for the first term of lease for.....years has been fully paid by the promoter.

#### **DETAILS FOR THE SUB-REGISTRAR OFFICE**

- (i) That the property hereby sold/subleased is situated on ..... wide road at a distance ..... away from the .....
- (ii) That structure is newly constructed.
- (iii) That the property hereby sold is/is not situated within the Nagar Nigam /Municipal limits and the provisions of the Uttarakhand (U.P.) Zamindari Abolition and Land Reforms Act, 1956 are not being violated.



(iv) The calculation for valuation of the said apartment/unit according to the circle rate has been done as under:

Valuation of Total Area of the said apartment/unit  
.....SqM @ Rs.....PSQM                      Rs.  
[Add:     % (for the width of the road)]                      Rs.

Total value of the flat/unit as per circle rate comes to Rs..... and sale consideration is Rs.....

Stamp duty is being paid as under :-

LESS : Stamp duty paid at the time of Agreement Dated ..... RS.....  
Stamp duty Payable RS. ....  
vide e-Stamp certificate No..... dated.....

### SCHEDULE

*Schedule A- Description of unit sold alongwith carpet area and boundaries.*  
*Schedule B- floor plan of the unit.*

*(Clearly shown in the Annexed map)*

### Compliance U/S 32A of the Registration Act

IN WITNESS WHEREOF the Seller and the Purchasers have signed and executed this deed on the day, month and year first above written, in presence of the witnesses.

**SELLER**

**PURCHASER (S)**

**Witness**

**No. 1**

**Witness**

**No. 2**

— o —

**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.

NAME OF THE PROJECT

ADDRESS:

RERA REGISTRATION NO.:

PROMOTER'S NAME:-

ADDRESS:

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 <sup>nd</sup> Basement	%
6.	1 <sup>st</sup> 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 UpperGround 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, and Consultants and the Schedule of items and quantity for the entire work as calculated by the Quantity Surveyor appointed by the promoter/ inputs made by the promoter, 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 &amp; 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)

Based on the site inspection and physical verification 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 etc. and is fit for occupancy for the purpose for which it has been erected/ re-erected/constructed and enlarged

Yours Faithfully,

Signature

Name of Engineer

(Licence No.....)

Date:-

Place:-

Phone No:-

Email ID:-

Address (a) office

(b) residence

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./Ms. .... 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

- 1) M/s.....a Company registered under the Companies Act,...../ or partnership firm established and registered under the..... Act,...../ or a society registered under the Societies Registration Act, 1860 having its registered office at...../ Corporate office at..... or Head office at.....through Director/partner/authorised signatory Mr./Mrs./Ms. .... S/o or D/o or W/o ..... aged..... Years, R/o.....as authorised by the Company/firm/Society vide its decision/resolution No. ....dated.....(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 assigns), 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 successors, 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(.....sqmtr.) comprised of KhasraNos.....(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/buildings/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, 1860 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 of as the Developer/promoter), are desirous of developing the land of the landowners into a real estate project with an intention to sell plots/buildings/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/developers vide sanction letter/file No..... dated..... by .....(name of the competent authority)/ or

That the land owners /developers shall apply for the outlay/map to be sanctioned for the project 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 mortgage 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 prerequisites 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/Conveyance deed jointly in favour of 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 giving apartment/unit to prospective buyer, 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 if due to 'force majeure' conditions any delay in the development/construction of the project or any of its part in caused then in that case time extension or /and waiver with regard to the liability and/or payment from one party to other under the terms of this Agreement may be provided by the parties or mutual written agreement as mentioned in para 25 above. If it is not possible to complete the development and construction of the project or any part of it, then in that case both the parties may cancel this Agreement by mutual written consent, but in such cases the liability of the Developer shall not cease towards the buyers/allottees of the units in the project with regard to refund of the moneys paid by them as per the provisions of the Act and the Rules and Regulations made under it.



28. 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.

#### **SCHEDULE-A**

##### **Details and Particulars of the Land Owned by the Land Owners**

All that piece of land being part of Khasra Nos..... ademeasuring .....Sq. 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.

LAND OWNERS

DEVELOPER(S)

WITNESS 1.....

2.....

**Annexure 9**  
**APPLICATION FORMAT**

(see regulation 9)

**For Booking of a unit in a real estate project**

(To be filled from the promoters side)

Application form No.

Date-

Promoter's name and address

Name of project and its location/address

(To be filled by the applicant)

I/we hereby apply for the booking of a residential unit/plot/commercial unit or space/flat/house/villa of category/type..... in your above mentioned project.

Sole/First applicant-

Name.....S/o/or W/o /or/ D/o- Age-

Postal Address-

Phone no..... Mobile no..... Email ID -

PAN NO.

Nationality Resident or Non resident

Photo graph

signature

Second applicant

Name-.....S/o or/W/o/ or /D/o- Age-

Postal Address

Phone no..... Mobile no..... Email ID -

PAN NO.

Nationality Resident or Non resident

Photo graph

signature

Third applicant

Name.....S/o /or /W/o or D/o- Age-

Postal Address

Phone no..... Mobile no..... Email ID -

PAN NO.

Nationality Resident or Non resident

Photo graph

signature

I/we hereby submit Rs..... in the form of two percent of the sale price of the unit as a token amount for booking the unit applied through Cheque/Draft No..... dated..... infavour of ..... (the promoter)

I/we also apply for a preferred location with details of it.....

Signature of applicant(s)-

Date-



(to be filled by the promoter in duplicate, one copy for promoter's use and other copy for the applicant)

Booking application of..... (name of applicant) is approved/not approved.

The details of the unit booked/approved is as follows-

Name of promoter-

Name of project-

Project location address-

Tower/Block-

Floor-

Category/Type of unit-

Carpet area/area-

Preferred location approved/not approved-

Detail of preferred location-

Booking amount received- Rs..... (rupees.....only)

through DD/Cheque No..... Dated..... Rs.....

Total sale price of the unit booked.....Rs..... (Rupees.....only)

**Component wise Cost details-**

SR. NO.	Particulars	Rate (with unit)	Total amount
1.	Base Sale price		
2.	One time proportionate lease rent of land (only in case of leased land)		
3.	PLC (preferred location charges)		
4.	Electricity and meter/connection charges		
5.	Water connection charges		
6.	Power backup charges		
7.	Garrage Price		
8.	Parking (Covered) Price		
9.	Fire fighting installation charges		
10.	IFMS( <i>intrest free Maintenance Security</i> )		
11.	Club membership charges (one time)		
12.	Other charges (give details)		
13.	Total Price		

Dated-

Signature of promoter  
or its authorized Signatory

Place-

(Note :the booking is subject to acceptance/confirmation by...../ the applicant and signing of allotment letter by the applicant and the promoter both.)

Annexure 10

[see Regulation 16]

ANNUAL REPORT ON STATEMENT OF ACCOUNTS  
ON THE LETTER HEAD OF CHARTERED ACCOUNTANT (WHO IS STATUTORY AUDITOR OF THE PROMOTER'S  
COMPANY/FIRM)

To  
[NAME AND ADDRESS OF PROMOTER]

SUBJECT : Report on Statement of Accounts on project fund utilization and withdrawal by  
[promoter] for the period from..... to..... with respect to  
project..... (UK RERA Regn. Number.....)

1. This certificate is issued in accordance with the provisions of the Real Estate (Regulation and Development) Act, 2016 read alongwith the Uttarakhand Real Estate (Regulation and Development) (General) Rules, 2017.
2. I/we have obtained all necessary information and explanation from the Company, during the course of our audit, which in my/our opinion are necessary for the purpose of this certificate.
3. I/we hereby confirm that I/We have examined the prescribed registers, books and documents, and the relevant records of..... [name of Promoter] for the period ending..... and hereby certify that:
  - (i) M/s.....(Promoter) have completed.....% of the project titled...(Name of project) located at.....having project registration No.....
  - (ii) Amount collected during the year for this project is Rs..... and total amounts collected till date is Rs. ....
  - (iii) Amount withdrawn during the year for this project is Rs. .... and total amount withdrawn till date is Rs.....
4. I/We certify that the..... [Name of Promoter] has utilized the amounts collected for..... (name of project) only for that project and the withdrawal from the designated bank account of the said project has been in accordance with the proportion to the percentage of completion of the project.
5. I/We hereby Confirm that I/We have examined the account of the project named.....being developed/Constructed by the Promoter.....(name of the promoter) and certify the following-

INCOME

- (1) Money received for the project as secured Loan(s)-Rs.....
  - (2) Money received for the project as unsecured Loans(s)-Rs.....
  - (3) Money received for the project from Directors/ partners of the Promoter- Rs. ....
  - (4) Money received for the project from Share holders - Rs. ....
  - (5) Money received for the project from the buyers- Rs. ....
  - (6) Money received for the project from other Sources- Rs. ....
- Total money received till date..... Rs.....



Expenditure

- (1) Money spent on the Project work- Rs. ....
- (2) Money spent on tax (GST etc.) against the project- Rs. ....
- (3) Other expenses for the project- Rs. ....
- (4) Money transferred to reserve fund- Rs.....
- (5) Money transferred to promoter's account- Rs. ....
- Total expenditure till..... Rs.....

Date:-

Name and Signature of C.A.

Place:-

(Licence No.....)

Phone No:-

Email ID:-

Address (a) office

(b) residence

(see Regulation 32)

**BEFORE THE UTTARAKHAND REAL ESTATE REGULATORY AUTHORITY**

Application for inspection/obtaining copies of documents/records

I hereby apply for grant of permission to inspect/obtain copies of the following documents / records in the above case. The details are as follows :

1. Name and Address of the person seeking permission to inspect/obtain copies of the documents/records.
2. Whether he is party to the case or he is the authorised representative of any party . [Furnish necessary particulars]
3. Details of papers/documents sought to be inspected/copies required.
4. Date and duration of the inspection sought.
5. The amount of fee payable (as per relevant Regulations) and the mode of payment.

Place :

Date :

Office use

Granted inspection on ...../ Rejected

Granted copies of documents on ...../ Rejected

Secretary / Officer/ Nominee of the Authority

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FORM 'A'  
[SEE REGULATION 44]  
UNDERTAKING

Uttarakhand REAL ESTATE REGULATORY AUTHORITY

Name: \_\_\_\_\_

Position: \_\_\_\_\_

I \_\_\_\_\_ (Name), Member, Uttarakhand Real Estate Regulatory Authority solemnly affirm and declare that I shall not take part in any deliberation or decision of the Authority, with respect to any matter where in I have any direct or indirect pecuniary or other interest in any matter, including those relating to immediate family, coming up for consideration in meetings of the Authority, as provided in Regulation 44.

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

Date: \_\_\_\_\_

Place: \_\_\_\_\_

Uttarakhand Real Estate Regulatory Authority

Uttarakhand Real Estate Regulatory Authority

FORM 'B'

[SEE REGULATION 47]

DECLARATION CONCERNING CONFIDENTIALITY  
UTTARAKHAND REAL ESTATE REGULATORY AUTHORITY

Name: \_\_\_\_\_

Position: \_\_\_\_\_  
Chairperson or Member of the Authority or  
Officer/employee of the Authority & position held or  
Other expert (external) \_\_\_\_\_

I hereby declare that I am aware of my obligation to respect confidentiality. I know that I am obliged not to divulge information acquired as a result of my activities in the Authority, if the information is subject to a request for confidentiality and I hereby undertake not to divulge any such confidential information. I shall also respect the confidential nature of the opinions expressed by other Members of the Authority or other experts during discussions in meetings or provided in written form. I also declare that I shall not divulge or Communicate any opinion or view expressed by other Members or experts during the discussion in meeting or otherwise to any body ever.

I declare that the information provided above is true and complete.

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

Date: \_\_\_\_\_

Place: \_\_\_\_\_



Annexure-14

[see Regulation 50]

**BEFORE THE UTTARAKHAND REAL ESTATE REGULATORY AUTHORITY**

Complaint No. .... / .....

In the matter of

..... complainant

V/s

..... Respondent(s)

Memo of Authorisation

I/We .....the petitioner / respondent abovenamed do hereby nominate, appoint and constitute....., to act, plead and appear on my/our behalf in the aforesaid matter.

IN WITNESS WHEREOF I/We have set and subscribed my/our hands to this writing on this ..... day of .....

Name and Signature of complainant/respondent

Place : .....

Date : .....

Address for Correspondence

I/We accept the said authorisation

Place:

Date:

Address:

Name and signature  
of authorised person