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PART - II

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GOVERNMENT OF PUDUCHERRY
CHIEF SECRETARIAT (HOUSING)

(G.O. Ms. No. 13/2017-Hg., Puducherry, dated 18th July 2017)

NOTIFICATION

In exercise of the powers conferred by section 84 and in pursuance of sub-clause (ii) of clause (g) of section 2 of the Real Estate (Regulation and Development) Act, 2016 (16 of 2016), the Lieutenant-Governor, Puducherry, hereby makes the following rules, namely:—

CHAPTER – I

Preliminary

1. *Short title, extent and commencement.*— (1) These rules may be called ‘The Puducherry Real Estate (Regulation and Development) (General) Rules, 2017’.

(2) They shall extend to the whole of the Union territory of Puducherry.

(3) They shall come into force on and from the date of its publication in the Official Gazette.

2. *Definitions.*— (1) In these rules, unless the context otherwise requires,—

(a) “Act” means the Real Estate (Regulation and Development) Act, 2016;

(b) “appropriate Government” means the Government of Puducherry;

(c) “approved plan” means sanction issued by the planning authority along with the sanctioned building plan in case of apartment/ building and final approval layout plan in case of plotted development issued by the Planning Authority.

(d) “association of allottees” means a collective of the allottees of a real estate project, by whatever name called, registered under any law for the time being in force, acting as a group to serve the cause of its members, and shall include the authorised representatives of the allottees;

(e) “authenticated copy” shall mean a self-attested copy of any document required to be provided by a person under these rules;

(f) “Authority” means the Real Estate Regulatory Authority established by the Government of Puducherry under sub-section (1) of section 20 of the Act;

(g) “Form” means a Form appended to these rules;

(h) “Ongoing project” means, a project where development is going on and for which Occupancy Certificate has not been issued but, excludes such projects which fulfill any of the following criteria on the date of coming into force of sub-section (1) of section 3 of the Act:-

- (i) in layout projects *i.e.*, where land is developed into plots, the roads and open spaces gifted to the Local Body concerned;
 - (ii) the projects for which application for occupancy certificate has been filed with the planning authority concerned subject to furnishing certificate from the architect/licensed engineer/structural engineer associated with the project to the effect that all the buildings in the projects have been structurally completed *i.e.*, all the columns, beams and slabs have been erected supported with photographs. The Planning Authority will issue, occupancy certificate for those projects in compliance with the Occupancy Certificate norms prescribed. In Occupancy Certificate filed cases, if the Occupancy Certificate is rejected by the Planning Authority for violation of norms, such projects will be intimated to the Real Estate Regulatory Authority and will be bound for registration with Real Estate Regulatory Authority. The details of all projects where Occupancy Certificate application has been filed with the Planning Authority prior to notification of these rules will be disclosed to the public by publishing the list of all such projects on the website of the Town and Country Planning Department and the Real Estate Regulatory Authority immediately after notification of these rules.
- (i) “planning authority” means the planning authority established under section 11 of the Puducherry Town and Country Planning Act, 1969 (13 of 1970);
- (j) “plinth area” means the built-up covered area measured at the floor level of the basement or of any storey and total plinth area means the total covered area measured at the floor level of all floors;
- (k) “regulations” means the regulations made under the Real Estate (Regulation and Development) Act, 2016;
- (l) “Secretary” means the Secretary to the Authority appointed by the Authority with such educational qualifications as may be prescribed; and
- (m) “section” means a section of the Act.

(2) Words and expressions used but not defined in these rules, but defined under the Act, shall have the meaning respectively assigned to them in the Act.

CHAPTER – II

Real Estate Project

3. *Information and documents to be furnished by promoter for registration of project.*— (1) A promoter shall furnish the following information and documents, along with those specified under the section 4 of the Act, for registration of the project with the Authority, namely:—

(a) authenticated copy of the PAN card and Aadhaar card of the promoter;

(b) annual report including audited profit and loss account, balance sheet, cash flow statement, Directors report and the Auditor's report of the promoter for the immediately preceding three financial years; and where annual report is not available, the audited profit and loss account, balance sheet, cash flow statement and the Auditor's report of the promoter for the immediately preceding three financial years;

(c) the number of open parking areas and number of covered parking areas available in the real estate project;

(d) authenticated copy of the legal title deed reflecting the title of the promoter to the land on which development of project is proposed along with legally valid documents for chain of title with authentication of such title;

(e) details of encumbrances on the land on which development of project is proposed including details of any rights, title, interest, dues, litigation and name of party in or over such land through an Advocate having experience of atleast ten years or non-encumbrance certificate from the Revenue Authority not below the rank of Tahsildar, as the case may be;

(f) where the promoter is not the owner of the land on which development of project is proposed, details of consent from the owner of the land along with a copy of the collaboration agreement, development agreement, joint development agreement or any other agreement, as the case may be, entered into between the promoter

and such owner and copies of title and other documents reflecting the title of such owner on the land on which project is proposed to be developed;

(g) name, photograph, contact details and address of the promoter if, it is an individual and the name, photograph, contact details and address of the chairman, partners, directors, as the case may be, and the authorised person in case of other entities; and

(h) such other information and documents, as may be specified in the regulations.

(2) An application to the Authority for registration of project shall be made in writing in Form 'A' in triplicate, until the application procedure is made online for filing of such application.

(3) The promoter shall pay a registration fee at the time of application for registration by way of a Demand Draft or a banker's cheque drawn on any scheduled bank or through online payment, as the case may be, for a sum calculated at the rate of:—

(a) in case of residential group housing project,- five rupees per square meter for the total plinth area for projects where the area of land proposed to be developed does not exceed one thousand square meters; or ten rupees per square meter for the total plinth area for projects where the area of land proposed to be developed exceeds one thousand square meters, but, shall not be more than five lakhs rupees;

(b) in case of mixed development (residential and commercial) project,- ten rupees per square meter for the total plinth area for projects where the area of land proposed to be developed does not exceed one thousand square meters; or fifteen rupees per square meter for the total plinth area for projects where the area of land proposed to be developed exceeds one thousand square meters, but, shall not be more than seven lakhs and fifty thousand rupees;

(c) in case of commercial project or any other projects,- twenty rupees per square meter for the total plinth area for projects where the area of land proposed to be developed does not exceed one thousand square meters; or twenty five-rupees per square meter for the total plinth area for projects where the area of land proposed to be developed exceeds one thousand square meters, but, shall not be more than twelve lakhs and fifty thousand rupees; and

(d) in case of plotted development projects, - five rupees per square meter, but shall not be more than two lakhs rupees;

(4) The declaration to be submitted under clause (1) of sub-section (2) of section 4 of the Act, shall be in Form 'B', which shall include a declaration stating that the promoter shall not discriminate against any allottee at the time of allotment of any apartment, plot or building, as the case may be.

4. *Additional disclosure by promoters of ongoing projects.*—

(1) Upon notification for commencement of sub-section (1) of section 3 of the Act, the promoter of an ongoing project which has not received completion certificate shall, within the time specified in the said sub-section, make an application to the Authority as provided in Rule 3.

(2) The promoter shall in addition to disclosures provided in rule 3, disclose the following information, namely:—

(a) the original sanctioned plan, layout plan and specifications and the subsequent modifications carried out, if any, including the existing sanctioned plan, layout plan and specifications;

(b) the total amount of money collected from the allottees and the total amount of money used for development of the project including the total amount of balance money remaining with the promoter;

(c) status of the project (extent of development carried out till date and the extent of development pending) including the original time period disclosed to the allottee for completion of the project at the time of sale including the delay and the time period within which he undertakes to complete the pending project, which shall be commensurate with the extent of development already completed, and this information shall be certified by an engineer, an architect and a chartered accountant in regular practice;

(d) authenticated plans and layout as per execution on site;

(e) authenticated plans and layout as per bookings already done;

(f) authenticated copy of the agreements already entered into between the promoter and allottee; and

(g) authenticated copy of the consent letter obtained from the allottee for additions and alteration in the sanctioned plan.

(3) The promoter shall disclose the size of the apartment based on carpet area, even if earlier sold on any other basis such as super area, super built up area, built up area *etc.*, which shall not affect the validity of the agreement entered into between the promoter and the allottee to that extent.

(4) In case of plotted development, the promoter shall disclose the area of the plot being sold to the allottees as per the layout plan.

(5) For projects that are ongoing and have not received completion certificate, on the date of commencement of the Act, the promoter shall, within a period of three months of the application for registration of the project with the Authority, deposit in separate bank account, seventy per cent of the amounts already realized from the allottees, which have not been utilized for construction of the project or the land cost for the project as required under sub-clause (D) of clause (1) of sub-section (2) of section 4 of the Act, which shall be used for the purposes specified therein.

5. *Grant or rejection of registration of the project.*— (1) Upon registration of a project as per section 5 of the Act, read with rule 3 and rule 4, as the case may be, the Authority shall issue a registration certificate with a registration number in Form 'C' to the promoter.

(2) In case of rejection of the application as per section 5, the Authority shall inform the applicant in Form 'D':

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

6. *Extension of registration of the project.*— (1) The registration granted under the Act, may be extended by the Authority, on an application made by the promoter in Form 'E' in triplicate, until the application procedure is made online, within three months prior to the expiry of the registration granted.

(2) The application for extension of registration shall be accompanied with a Demand Draft or Banker's cheque drawn on any scheduled bank or through online payment, as the case may be, for an amount equivalent to half of the registration fee as prescribed under sub-rule (3) of rule 3 along with an explanatory note setting out the

reasons for delay in the completion of the project and the need for extension of registration for the project, along with documents supporting such reasons:

Provided that where the promoter applies for extension of registration of the project due to force majeure, he shall not be liable to pay any fee.

(3) The extension of registration of the project shall not be beyond the period provided as per local laws for completion of the project or phase thereof, as the case may be.

(4) In case of extension of registration, the Authority shall inform the promoter about such extension in Form 'F' and in case of rejection of the application for extension of registration, the Authority shall inform the promoter about such rejection in Form 'D':

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

7. *Revocation of Registration of the project.*— Upon revocation of registration of a project as per section 7 of the Act, the Authority shall inform the promoter about such revocation in Form 'D'.

CHAPTER – III

Real Estate Agent

8. *Application for Registration by the real estate agent.*—

(1) Every real estate agent required to register as per sub-section (2) of section 9 of the Act, shall make an application in writing to the Authority in Form 'G' in triplicate, until the application procedure is made web based, along with the following documents, namely:—

(a) the brief details of his enterprise including its name, registered address, type of enterprise (proprietorship, societies, partnership, companies, *etc.*);

(b) particulars of registration (whether as a proprietorship, societies, partnership, companies, *etc.*) including the bye-laws, memorandum of association, articles of association, *etc.* as the case may be;

(c) name, address, contact details and photograph of the real estate agent if, it is an individual and name, address, contact details and photograph of the partners, directors, *etc.* in case of other entities;

(d) authenticated copy of the PAN card and Aadhaar card of the real estate agent;

(e) authenticated copy of the address proof of the place of business; and

(f) such other information and documents, as may be specified in the regulations.

(2) The real estate agent shall pay the registration fee at the time of application for registration by way of a Demand Draft or Banker's cheque drawn on any scheduled bank or through online payment, as the case may be, for a sum of ten thousand rupees in case of the applicant being an individual or fifty thousand rupees in case of the applicant being anyone other than an individual.

9. *Grant of Registration to the real estate agent.*— (1) On receipt of application under rule 8, the Authority shall within a period of 30 days either grant registration to the real estate agent or reject the application, as the case may be:

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

(2) Upon registration of a real estate agent, the Authority shall issue a registration certificate with a registration number in Form 'H' to the real estate agent.

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

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

10. *Renewal of registration of real estate agent.*— (1) The registration granted to a real estate agent under the Act may be renewed, on an application made by the real estate agent in Form 'J', in triplicate, until the application procedure is made online, which shall not be less than three months prior to the expiry of the registration granted.

(2) The application for renewal of registration shall be accompanied with a Demand Draft Drawn or Banker's cheque drawn on any scheduled bank or through online payment, as the case may be, for a sum of five thousand rupees in case of the real estate agent being an individual or twenty-five thousand rupees in case of the real estate agent other than an individual.

(3) The real estate agent shall also submit all the updated documents set out in clauses (a) to (f) of sub-rule (1) of rule 8 at the time of application for renewal.

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

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

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

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

11. *Revocation of Registration of real estate agent.*— The Authority may, due to reasons specified under sub-section (7) of section 9 of the Act, revoke the registration granted to the real estate agent or renewal thereof, as the case may be, and intimate the real estate agent of such revocation in Form 'I'.

12. *Books of accounts, records and documents.*— The real estate agent shall maintain and preserve its books of account, records and documents in accordance with the provisions of the Income Tax Act, 1961 (43 of 1961), as amended from time to time, and the rules made thereunder.

13. *Other functions of a real estate agent.*—The real estate agent shall provide assistance to enable the allottee and promoter to exercise their respective rights and fulfil their respective obligations at the time of booking and sale of any plot, apartment or building, as the case may be.

CHAPTER – IV

Details to be Published on the Official Website of the Authority

14. *Details to be published on the official website.*— (1) The Authority shall ensure that the following information, as applicable, shall be made available on its website in respect of each project registered under the Act, namely:—

- (a) details of the promoter including the following, namely:—
 - (i) promoter or group profile,—
 - (A) a brief detail of his enterprise including its name, registered address, type of enterprise (proprietorship, limited liability partnership, society, partnership, company, competent authority) and the particulars of registration of such enterprise and in case of a newly incorporated or registered entity, brief details of the parent entity including its name, registered address, type of enterprise (whether as proprietorship, societies, limited liability partnership, partnership, companies, competent authority);
 - (B) background of promoter:— educational qualification, work experience of the promoter and in case of a newly incorporated or registered entity work experience of the Chairman, Directors, partners, as the case may be and that of the authorised persons; and
 - (C) name, address, contact details and photograph of the promoter in case of an individual and the name, address, contact details and photograph of the Chairman, Directors, Partners, as the case may be and that of the authorised persons.
 - (ii) track record of the promoter,—
 - (A) number of years of experience of the promoter or parent entity, as the case may be, in real estate development in the Union territory of Puducherry;
 - (B) number of years of experience of the promoter or parent entity, as the case may be, in real estate development in other States or Union Territories;

- (C) number of completed projects and area constructed till date in the past five years including the status of the projects, delay in its completion, details of type of land and payments pending;
 - (D) number of ongoing projects and proposed area to be constructed launched in the past five years including the status of the said projects, delay in its completion, details of type of land and payments pending; and
 - (E) details and profile of ongoing and completed projects for the last 5 years as provided under clause (b) of sub-section (2) of section 4 of the Act.
- (iii) litigations,— details of litigations if any, pending and which have been disposed of by the concerned Court, in the past five years in relation to the real estate projects developed or being developed by the promoter;
- (iv) website,—
- (A) web link of the promoter or parent entity, as the case may be; and
 - (B) web link of the project.
- (b) details of the real estate project including the following, namely:—
- (i) advertisement and prospectus issued in regard to the project;
 - (ii) compliance and registration,—
 - (A) authenticated copy of the approvals received from the planning authority as provided under clause (c) of sub-section (2) of section 4 of the Act;
 - (B) the sanctioned plan, layout plan and specifications of the project or the phase thereof, and the whole project as sanctioned by the planning authority as provided under clause (d) of sub-section (2) of section 4 of the Act; and
 - (C) details of the registration granted by the Authority under the Act.

- (iii) apartment, plot, open space areas, and garage related details,—
 - (A) details of the number, type and carpet area of apartments for sale in the project along with the area of the exclusive balcony or verandah areas and the exclusive open terrace areas with the apartment, if any, or details of the number, type and area of plots for sale in the project or both, as the case may be;
 - (B) details of the number and areas of garage for sale in the project;
 - (C) details of the number of open parking areas and covered parking areas available in the real estate project; and
 - (D) details of open spaces, common areas and other public spaces available in the project.
- (iv) registered agents,- names and addresses of real estate agents for the project.
- (v) consultants,- details, including name and addresses of contractors, architect and structural engineers and other persons concerned with the development of the real estate project such as:—
 - (A) name and address of the person;
 - (B) names of promoters;
 - (C) year of establishment; and
 - (D) names and profile of key projects completed.
- (vi) location,- the details of location of the project, with clear demarcation of land dedicated for the project along with its boundaries including the latitude and longitude of the end points of the project.
- (vii) development plan,-
 - (A) the plan of development works to be executed in the proposed project and the proposed facilities to be provided thereof including fire fighting equipments, drinking water facilities, emergency evacuation services, use of renewable energy, *etc.*;

- (B) amenities,- a detailed note explaining the salient features of the proposed project including access to the project, design for electric supply including street lighting, water supply arrangements and site for disposal and treatment of storm and sullage water, and any other facilities and amenities or public health services proposed to be provided in the project;
 - (C) gantt charts or milestone charts and project schedule,- the plan of development works to be executed in the project and the details of the proposed facilities to be provided thereof and the timelines to achieve the same; and
 - (D) the stage-wise time schedule for completion of the project, including provisions for civic infrastructure like water, sanitation and electricity, *etc.*
- (c) financial details of the promoter,-
- (i) authenticated copy of the PAN card and Aadhaar card of the promoter;
 - (ii) annual report including audited profit and loss account, balance sheet, cash flow statement, Directors report and the Auditor's report of the promoter for the immediately preceding three financial years and where annual report is not available, then the audited profit and loss account, balance sheet, cash flow statement and the Auditor's report of the promoter for the immediately preceding three financial years and in case of newly incorporated or registered entity such information shall be disclosed for the parent entity.
- (d) the promoter shall upload the following updates on the webpage for the project, within fifteen days from the expiry of each quarter, namely:—
- (i) list of number and types of apartments or plots, booked;
 - (ii) list of number of garages booked;
 - (iii) status of the project,-

- (A) status of construction of each building with photographs;
 - (B) status of construction of each floor with photographs; and
 - (C) status of construction of internal infrastructure and common areas with photographs.
- (iv) status of approvals,-
- (A) approvals received;
 - (B) approvals applied and expected date of receipt;
 - (C) approvals to be applied and date planned for application; and
 - (D) modifications, amendment or revisions, if any, issued by the competent authority with regard to any sanctioned plans, layout plans, specifications, licence, permit or approval for the project.
- (e) the details of approvals, permissions, clearances, legal documents,—
- (i) approvals—
- (A) authenticated copy of the licence or land use permission and building sanction plan in respect of apartments or the final approved layout plan in case of layouts, obtained from the planning authority in accordance with the laws applicable for the project, and where the project is proposed to be developed in phases, an authenticated copy of the licence or land use permission and building sanction plan in respect of apartments or the final approved layout plan in case of layouts, for each of such phases;
 - (B) authenticated copy of the site plan or site map showing the location of the project land along with names of Revenue Villages, re-survey numbers or town survey numbers and area of each parcels of the project land;
 - (C) authenticated copy of the layout plan of the project or the phase thereof, and also the layout plan of the whole project as sanctioned by the Planning Authority and other specifications of the project;

- (D) floor plans for each tower and block including clubhouse, amenities and common areas;
 - (E) any other permission, approval, or licence that may be required under applicable law including no-objection certificate from fire service Department, permission from water and sewerage Department, etc.; and
 - (F) authenticated copy of occupancy certificate including its application.
- (ii) legal documents,—
- (A) the details including the *proforma* of the application form, allotment letter, agreement for sale and the conveyance deed;
 - (B) authenticated copy of the legal title deed reflecting the title of the promoter to the land on which development of project is proposed along with legally valid documents for chain of title with authentication of such title;
 - (C) land title search report from an advocate having experience of at least ten years;
 - (D) details of encumbrances on the land on which development of project is proposed including details of any rights, title, interest, dues, litigation and name of any party in or over such land through an Advocate having experience of at least ten years or non encumbrance certificate from the revenue authority not below the rank of Tahsildar, as the case may be;
 - (E) where the promoter is not the owner of the land on which development is proposed details of the consent of the owner of the land along with a copy of the collaboration agreement, development agreement, joint development agreement or any other agreement, as the case may be, entered into between the promoter and such owner and copies of title and other documents reflecting the title of such owner on the land proposed to be developed;

- (F) details of mortgage or charge, if any, created on the land and the project; and
 - (G) details of sanction letter from the banks for construction finance.
- (f) contact details,— contact address, contact numbers and email-id of the promoter, authorised person and other officials related to the project; and
- (g) such other documents or information as may be specified by the Act or the rules and regulations made thereunder.
- (2) The Authority shall maintain a database and ensure that the information specified therein shall be made available on its website in respect of each project revoked or penalised, as the case may be.
- (3) The Authority shall ensure that the following information shall be made available on its website in respect of each real estate agent registered with it or whose application for registration has been rejected or revoked, namely:—
- (a) for real estate agents registered with the Authority:—
 - (i) registration number and the period of validity of the registration of the real estate agent with the Authority;
 - (ii) brief details of his enterprise including its name, registered address, type of enterprise (whether as proprietorship, societies, partnership, company, *etc.*);
 - (iii) particulars of registration as proprietorship, societies, partnership, company, *etc.* including the bye-laws, memorandum of association, articles of association, *etc.* as the case may be;
 - (iv) name, address, contact details and photograph of the real estate agent, if it is an individual and name, address, contact details and photograph of the partners, Directors *etc.* in case of other persons;
 - (v) authenticated copy of the PAN card and Aadhaar card of the real estate agent; and
 - (vi) authenticated copy of the address proof of the place of business and the contact address, contact numbers and email-id of the real estate agent and its other officials.

(b) In case of applicants whose application for registration as a real estate agent have been rejected or real estate agents whose registration has been revoked/suspended by the Authority:—

- (i) registration number and the period of validity of the registration of the real estate agent with the Authority;
- (ii) brief details of his enterprise including its name, registered address, type of enterprise (whether as proprietorship, societies, partnership, companies, *etc.*);
- (iii) brief reason for rejection of application for registration as a real estate agent or brief reason for revocation/suspension by the Authority and the period on/from which such revocation/suspension is effected; and
- (iv) name, address, contact details and photograph of the real estate agent if, it is an individual and name, address, contact details and photograph of the partners, Directors *etc.* in case of other persons.

(c) such other documents or information as may be specified by the Act or the rules and regulations made thereunder.

(4) The Authority shall maintain a back-up, in digital form, of the contents of its website in terms of this rule, and ensure that such back-up is updated on the last day of every month.

CHAPTER – V

Interest payable by Promoter and Allottee and Timelines for Refund

15. *Interest payable by the promoter and the allottee.*— The rate of interest payable by the promoter to the allottee or by the allottee to the promoter, as the case may be, shall be the State Bank of India highest Marginal cost of Funds based Lending Rate plus two percent:

Provided that in case the State Bank of India Marginal Cost of Lending Rate is not in use, it would be replaced by such benchmark lending rates which the State Bank of India may fix from time to time for lending to the general public.

16. *Timelines for refund.*— Any refund of money along with the applicable interest and compensation, if any, payable by the promoter in terms of the Act or rules and regulations made thereunder, shall be

payable by the promoter to the allottee within forty-five days from the date on which such refund along with applicable interest and compensation, as the case may be, becomes due.

CHAPTER – VI

Real Estate Regulatory Authority

17. Selection of Chairperson and Members of the Authority.—

(1) As and when the vacancies of Chairperson or any Member in the Authority exist or arise, or likely to arise, the appropriate Government may make a reference to the Selection Committee in respect of the vacancies to be filled.

(2) The Selection Committee may, for the purpose of selection of the Chairperson or a Member of the Authority, follow such procedure as deemed fit, including the appointment of a Search Committee consisting of such persons, as the Selection Committee considers appropriate to suggest a panel of names, for appointment as Chairperson or a Member of the Authority.

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

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

(5) The appropriate Government shall within thirty days from the date of receipt of the recommendation by the Selection Committee, appoint one of the two persons recommended by the Selection Committee for the vacancy of the Chairperson and the Members, as the case may be.

18. Salary and allowances payable and other terms and conditions of service of Chairperson and Members of the Authority.—

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

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

(2) Every part-time member, appointed by the appropriate Government and who is not a servant of the appropriate Government, shall be paid a sitting fee for each day he attends the meetings of the Authority, as may be determined by the appropriate Government, from time to time and he shall not be entitled to any allowance relating to house and vehicle.

(3) The Chairperson and Members shall be entitled to thirty days of earned leave for every completed year of service.

19. *Administrative powers of the Chairperson of the Authority.*—

(1) The Chairperson of the Authority shall exercise the administrative powers in respect of—

- (a) matters pertaining to staff strength, wages and salary structures, emoluments, perquisites and personnel policies;
- (b) matters pertaining to creation and abolition of posts;
- (c) matters pertaining to appointments, promotions and confirmation of all posts;
- (d) acceptance of resignations by any Member, Officer or Employee of the Authority;
- (e) officiating against sanctioned posts;
- (f) authorisation of tours to be undertaken by any Member, Officer or Employee of the Authority within and outside India;
- (g) matters relating to reimbursement of medical claim;
- (h) matters relating to grant or rejection of leave;
- (i) permission for hiring of vehicles for official use;
- (j) nominations for attending seminars, conferences and training courses in India or abroad;

(k) permission for inviting guests to carry out training course;

(l) expenses relating to the welfare of the staff;

(m) according sanction for scrapping or write-off of capital assets which have become unserviceable or are considered beyond economical repairs due to normal wear and tear; and

(n) matters relating to initiation of disciplinary action against any member, officer or employee of the Authority;

(2) The Chairman of the Authority shall also exercise such other powers that may be required for the efficient functioning of the Authority and enforcement of the provisions of the Act and rules and regulations made thereunder.

20. *Salary and allowances payable to and other terms and conditions of service of the officers and of the employees of the Authority.*— (1) The conditions of service of the officers and employees of the Authority in the matter of pay, allowances, leave, joining time, joining time pay, age of superannuation and other conditions of service, shall be regulated in accordance with such rules and regulations being in force from time to time, applicable to officers and employees of the appropriate Government and drawing the corresponding scales of pay.

(2) The appropriate Government shall have power to relax the provisions of any of these rules in respect of any class or category of officers or employees.

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

(2) The working days and office hours of the Authority shall be the same, as that of the normal working days and office hours of the other offices of the appropriate Government.

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

(4) Every registration, permission, notice, order and directions of the Authority shall bear the seal and signature of the Secretary to the Authority as may be authorized by the Authority in this behalf.

(5) The Authority shall ordinarily have sittings at its headquarters and at such other places as the Chairperson may by general or special order specify.

22. *Additional powers of the Authority.*— (1) In addition to the powers specified in clause (iv) of sub-section (2) of section 35 of the Act, the Authority shall exercise the following additional powers,—

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

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

(2) The Authority may call upon such experts or consultants from the fields of economics, commerce, accountancy, real estate, competition, construction, architecture or engineering or from any other discipline, as it may deem fit and necessary, to assist the Authority in conducting quality audit or any inquiry or proceedings before it.

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

(a) withdrawn the said amounts from the account maintained under sub-clause (D) of clause (1) of sub-section (2) of section 4; or

(b) used any amounts paid to such promoter by the allottees for that real estate project for which the penalty, interest or compensation is payable, or any other real estate project; or

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

23. *Recovery of interest, penalty and compensation.*— The recovery of the amounts due such as interest, penalty or compensation shall be recovered as arrears of land revenue in the manner provided under the Puducherry Revenue Recovery Act, 1970.

CHAPTER – VII

Real Estate Appellate Tribunal

24. *Form for filing Appeal and the fees payable.*— (1) Every appeal filed under sub-section (1) of section 44 of the Act, shall be accompanied by a fee of five thousand rupees in the form of a demand draft or banker's cheque drawn on a scheduled bank in favour of the Appellate Tribunal and payable at the branch of that Bank at the station where the seat of the said Appellate Tribunal is situated or through online payment, as the case may be.

(2) Every appeal shall be filed in Form 'L', in triplicate, until the application procedure is made online, along with the following documents, namely:—

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

(3) Every appeal shall be either filed at the filing counter of the Registry of the Appellate Tribunal or through a registered post or through online system, as applicable.

(4) In case of an appeal sent through post under sub-rule (3), it shall be deemed to have been presented to the Appellate Tribunal on the day on which it is received in its office.

(5) Where a party to the appeal is represented by an authorised person, as provided under section 56, a copy of the authorisation to act as such and the written consent thereto by such authorised person, both in original, shall be appended to the appeal or the reply to the notice of the appeal, as the case may be.

(6) On the date of hearing or any other date to which hearing could be adjourned, it shall be obligatory on the parties or their agents, as the case may be, to appear before the Appellate Tribunal:

Provided that where the appellant or his authorised person, as the case may be, fails to appear before the Appellate Tribunal on such days, the Appellate Tribunal may in its discretion either dismiss the appeal for default or decide it on merits and where the opposite party or his authorised person fails to appear on the date of hearing, the Appellate Tribunal may decide the appeal ex-parte.

(7) The procedure for day-to-day functioning of the Appellate Tribunal, which have not been provided by the Act or the rules made thereunder, shall be as specified by the Appellate Tribunal.

25. Selection of Members of the Appellate Tribunal.— (1) As and when the vacancies of a Member in the Appellate Tribunal exist or arise, or likely to arise, the appropriate Government may make a reference to the Selection Committee in respect of those vacancies to be filled.

(2) The Selection Committee may, for the purpose of selection of the Member of the Appellate Tribunal, follow such procedure as deemed fit including the appointment of a Search Committee consisting of such persons as the Selection Committee considers appropriate to suggest a panel of names for appointment as Member of the Appellate Tribunal.

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

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

(5) The appropriate Government shall within thirty days from the date of receipt of the recommendation by the Selection Committee, appoint one of the two persons recommended by the Selection Committee for the vacancy of the Member.

26. Salary and allowances payable and other terms and conditions of service of Chairperson and Members of the Appellate Tribunal.— (1) The salaries and allowances payable to the Chairperson and Members of the Appellate Tribunal shall be as follows:—

(a) the Chairperson shall be paid a monthly salary equivalent to the last drawn salary by such person, as a Judge of a High Court;

(b) the Member shall be paid a monthly salary equivalent to the salary drawn at the maximum scale of pay of Additional Secretary to the Government of India:

Provided that any person who has held a post with the Government, senior than that of Additional Secretary to the Government of India, prior to becoming a Member, he shall be paid a monthly salary corresponding to the post at which he retired.

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

(3) The other allowances and conditions of service of the Chairperson and the other Member shall be such as may be determined by the appropriate Government from time to time.

27. Inquiry of the charges against the Chairperson or Member of the Authority or the Appellate Tribunal.— (1) The appropriate Government shall on the occurrence of any of the circumstances specified in clause (d) or clause (e) of sub-section (1) of section 26 of the Act in case of a Chairperson or Member of the Authority or as specified under sub-section (1) of section 49 of the Act in case of a Chairperson or Member of the Appellate Tribunal, either by receipt of a complaint in this regard or suo motu, as the case may be, make a preliminary scrutiny with respect to such charges against the Chairperson or any Member of the Authority or Appellate Tribunal, as the case may be.

(2) If, on preliminary scrutiny, the appropriate Government considers it necessary to investigate into the allegation, it shall place the complaint, if any, together with supporting material as may be available, before Chief Justice of the High Court to appoint a sitting or retired Judge of the High Court.

(3) The appropriate Government shall forward to the Judge appointed under sub-rule (2), copies of,—

- (a) the statement of charges against the Chairperson or Member of the Authority or Appellate Tribunal, as the case may be; and
- (b) material documents relevant to the inquiry.

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

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

(6) After the conclusion of the investigation, the Judge shall submit his report to the appropriate Government stating therein his findings and the reasons thereof on each of the articles of charges separately with such observations on the whole case, as he thinks fit.

(7) After receipt of the report under sub-rule (6), the appropriate Government shall in consultation with the Chief Justice of the High Court will decide, either to remove or not to remove the Chairperson or Member of the Authority or Appellate Tribunal, as the case may be.

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

(2) The appropriate Government shall have power to relax the provisions of any of these rules in respect of any class or category of officers or employees, as the case may be.

29. Additional powers of the Appellate Tribunal.— (1) In addition to the powers specified in clause (g) of sub-section (4) of section 53 of the Act, the Appellate Tribunal shall exercise the following additional powers,—

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

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

(2) The Appellate Tribunal may call upon such experts or consultants from the fields of economics, commerce, accountancy, real estate, competition, construction, architecture, law or engineering or from any other discipline as it deems necessary, to assist the Appellate Tribunal in the conduct of any inquiry or proceedings before it.

30. *Administrative powers of the Chairperson of the Appellate Tribunal.*— (1) The Chairperson of the Appellate Tribunal shall exercise the administrative powers in respect of—

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

(2) The Chairperson of the Appellate Tribunal shall also exercise such other powers that may be required for the efficient functioning of the Appellate Tribunal and enforcement of the provisions of the Act and rules and regulations made thereunder.

31. *Functioning of Appellate Tribunal.*— (1) The office of the Appellate Tribunal shall be located at such place as may be determined by the appropriate Government by notification.

(2) The working days and office hours of the Appellate Tribunal shall be similar to that of the normal working days and office hours of the other offices of the appropriate Government.

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

(4) Every notice, order and judgment of the Appellate Tribunal shall bear the seal of the Appellate Tribunal which shall be in custody with the person designated by the Chairperson.

(5) The Appellate Tribunal shall ordinarily have sittings at its headquarters and at such places as the Chairperson may in general or special order specify.

CHAPTER – VIII

Offences and Penalties

32. *Terms and conditions and the fine payable for compounding of offence.*— (1) The Court shall, for the purposes of compounding any offence punishable with imprisonment under the Act, accept an amount as specified in the Table below:—

Offence	Money to be paid for compounding the offence
(1)	(2)
Punishable with imprisonment under sub section (2) of section 59.	fixed at ten percent of the estimated cost of the real estate project.
Punishable with imprisonment under section 64.	fixed at ten percent of the estimated cost of the real estate project.
Punishable with imprisonment under section 66.	fixed at ten percent of the estimated cost of the plot, apartment or building, as the case may be, of the real estate project, for which the sale or purchase has been facilitated.

(1)	(2)
Punishable with imprisonment under section 68.	fixed at ten percent of the estimated cost of the plot, apartment or building, as the case may be.

(2) The promoter, allottee or real estate agent, as the case may be, shall comply with the orders of the Authority or the Appellate Tribunal, within the period specified by the court, which shall not be more than 30 days from the date of compounding of the offence.

(3) On payment of amount in accordance with sub-rule (1) and subsequent to compliance of the order of the Authority or the Appellate Tribunal as provided in the sub-rule (2), any person in custody in connection with that offence shall be set at liberty and no proceedings shall be instituted or continued against such person in any Court for that offence.

(4) The acceptance of amount for compounding an offence under sub-rule (1), by the Court shall be deemed to an acquittal within the meaning of section 300 of the Code of Criminal Procedure, 1973 (2 of 1974).

CHAPTER – IX

Filing of Complaint with the Authority and the Adjudicating Officer

33. *Filing of complaint with the Authority and inquiry by Authority.*—(1) Any aggrieved person may file a complaint with the Authority for any violation under the Act or the rules and regulations made thereunder, save as those provided to be adjudicated by the adjudicating officer, in Form 'M', in triplicate, until the application procedure is made web based, which shall be accompanied by a fees of one thousand rupees in the form of a demand draft or banker's cheque drawn on a scheduled bank in favour of Authority and payable at the branch of that bank at the station where the seat of the Authority is situated or through online payment, as the case may be.

(2) The Authority shall for the purposes of deciding any complaint as specified under sub-rule (1), follow summary procedure for inquiry in the following manner, namely:—

(a) upon receipt of the complaint, the Authority shall issue a notice along with particulars of the alleged contravention and the relevant documents to the respondent;

(b) the respondent against whom such notice is issued under clause (a) of sub-rule (2), may file his reply in respect of the complaint within the period as specified in the notice;

(c) the notice may specify a date and time for further hearing and the date and time for hearing shall also be communicated to the complainant;

(d) on the date so fixed, the Authority shall explain to the respondent about the contravention alleged to have been committed in relation to any of the provisions of the Act or rules and regulations made thereunder and if the respondent,—

(i) pleads guilty, the Authority shall record the plea, and pass such orders including imposition of penalty as it thinks fit in accordance with the provisions of the Act or rules and regulations, made thereunder;

(ii) does not plead guilty and contests the complaint, the Authority shall demand an explanation from the respondent;

(e) in case the Authority is satisfied on the basis of the submissions made that the complaint does not require any further inquiry, it may dismiss the complaint;

(f) in case the Authority is satisfied on the basis of the submissions made that there is need for further hearing into the complaint, it may order for production of documents or other evidence on a date and time fixed by it;

(g) the Authority shall have the power to carry out an inquiry into the complaint on the basis of documents and submissions;

(h) the Authority shall have the power to summon and enforce the attendance of any person acquainted with the facts and circumstances of the case to give evidence or to produce any documents which in the opinion of the adjudicating officer, may be useful for or relevant to the subject matter of the inquiry, and in taking such evidence, the Authority shall not be bound to observe the provisions of the Indian Evidence Act, 1872 (1 of 1872);

(i) on the date so fixed, the Authority upon consideration of the evidence produced before it and other records and submissions is satisfied that—

(i) the respondent is in contravention of the provisions of the Act or rules and regulations made thereunder, it shall pass such orders including imposition of penalty as it thinks fit in accordance with the provisions of the Act or rules and regulations made thereunder; or

(ii) the respondent is not in contravention of the provisions of the Act or rules and regulations made thereunder, the Authority may, by order in writing, dismiss the complaint, with reasons to be recorded in writing.

(j) if any person fails, neglects or refuses to appear, or present himself as required before the Authority, the Authority shall have the power to proceed with the inquiry in the absence of such person or persons after recording the reasons for doing so.

(3) The procedure for day to day functioning of the Authority, which have not been provided by the Act or the rules made thereunder, shall be as specified by regulations made by the Authority.

(4) Where a party to the complaint is represented by an authorised person, as provided under section 56, a copy of the authorisation to act as such and the written consent thereto by such authorised person, both in original, shall be appended to the complaint or the reply to the notice of the complaint, as the case may be.

34. *Filing a complaint with the adjudicating officer and inquiry by adjudicating officer.*— (1) Any aggrieved person may file a complaint with the adjudicating officer for interest and compensation as provided under section 12, 14, 18 and 19 in Form 'N', in triplicate, until the application procedure is made online, which shall be accompanied by a fee of one thousand rupees in the form of a Demand Draft or Banker's Cheque drawn on a scheduled bank in favour of the Authority and payable at the branch of that bank at the station where the seat of the Authority is situated or through online payment, as the case may be.

(2) The Adjudicating Officer shall, for the purposes of adjudging interest and compensation, follow summary procedure for inquiry in the following manner, namely:—

(a) upon receipt of the complaint, the adjudicating officer shall issue a notice along with particulars of the alleged contravention and the relevant documents to the respondent;

(b) the respondent against whom such notice is issued under clause (a) of sub-rule (2) may file his reply in respect of the complaint within the period as specified in the notice;

(c) the notice may specify a date and time for further hearing and the date and time for the hearing shall also be communicated to the complainant;

(d) on the date so fixed, the adjudicating officer shall explain to the respondent about the contravention alleged to have been committed in relation to any of the provisions of the Act or the rules and regulations made thereunder and if the respondent,—

(i) pleads guilty, the adjudicating officer shall record the plea, and by order in writing, order payment of interest as specified in rule 15 and such compensation as he thinks fit, as the case may be, in accordance with the provisions of the Act or the rules and regulations, made thereunder;

(ii) does not plead guilty and contests the complaint, the adjudicating officer shall demand and explanation from the respondent;

(e) in case the adjudicating officer is satisfied on the basis of the submissions made that the complaint does not require any further inquiry, the adjudicating officer may dismiss the complaint;

(f) in case the adjudicating officer is satisfied on the basis of the submissions made that there is a need for further hearing into the complaint, the adjudicating officer may order production of documents or other evidence on a date and time fixed by him;

(g) the adjudicating officer shall have the power to carry out an inquiry into the complaint on the basis of documents and submissions;

(h) the adjudicating officer shall have the power to summon and enforce the attendance of any person acquainted with the facts and circumstances of the case to give evidence or to produce any documents which in the opinion of the adjudicating officer, may be

useful for or relevant to the subject matter of the inquiry, and in taking such evidence, the adjudicating officer shall not be bound to observe the provisions of the Indian Evidence Act, 1872 (1 of 1872);

(i) on the date so fixed, the adjudicating officer upon consideration of the evidence produced before him and other records and submissions is satisfied that the respondent is,—

(i) liable to pay interest and compensation, as the case may be, the adjudicating officer may, by order in writing, order payment of interest as specified in rule 15 and such compensation as he thinks fit, as the case may be, in accordance with the provisions of the Act or rules and regulations, made thereunder; or

(ii) not liable to any interest and compensation, as the case may be, the adjudicating officer may, by order in writing, dismiss the complaint, with reasons to be recorded in writing.

(j) if any person fails, neglects or refuses to appear, or present himself as required before the adjudicating officer, the adjudicating officer shall have the power to proceed with the inquiry in the absence of such person or persons after recording the reasons for doing so.

(3) The procedure for day to day functioning of the adjudicating officer, which have not been provided by the Act or rules made thereunder, shall be as specified by regulations made by the Authority.

(4) Where a party to the complaint is represented by an authorised person, as provided under section 56, a copy of the authorisation to act as such and the written consent thereto by such authorised person, both in original, shall be appended to the complaint or the reply to the notice of the complaint, as the case may be.

CHAPTER – X

Budget and Report

35. *Budget, accounts and audit.*— (1) At the end of every financial year, the Authority shall prepare a budget, maintain proper accounts and other relevant records and prepare an annual statement of accounts in Form 'O'.

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

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

(4) The accounts of the Authority and the audit report shall, as soon as possible, be submitted to the appropriate Government for laying before the Legislature.

36. *Annual Report.*—(1) The Authority shall prepare its annual report in Form 'P'.

(2) The Authority may also include in the Annual Report such other matters as deemed fit by the Authority for reporting to the appropriate Government.

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

FORM 'A'

[See rule 3(2)]

APPLICATION FOR REGISTRATION OF PROJECT

To

The Puducherry Real Estate Regulatory Authority,

.....

.....

Sir,

[I/We] hereby apply for the grant of registration of [my/our] project to be set up at Village [Municipality/ Commune Panchayat], District, [Puducherry/ Karaikal/ Mahe/ Yanam].

1. The requisite particulars are as under:—

- (i) Status of the applicant - [individual/company/proprietorship firm/societies/partnership firm/competent authority *etc.*];
- (ii) In case of individual—
 - (a) Name :
 - (b) Father's Name :
 - (c) Occupation :
 - (d) Address :
 - (e) Contact details (phone number, :
e-mail, fax number, *etc.*):
 - (f) Name, photograph, contact :
details and address of the
promoter.

OR

In case of [firm / societies / trust / companies / limited liability partnership / competent authority *etc.*]-

- (a) Name :
- (b) Address :
- (c) Copy of registration:
certificate as [firm/ societies/
trust/companies/limited
liability partnership/competent
authority *etc.*]
- (d) Main objects :
- (e) Contact details (phone number, :
e-mail, fax number, *etc.*):
- (f) Name, photograph contact :
details and address of
[chairman/partners/ directors]
and authorised persons *etc.*

- (iii) PAN No. of the promoter;
- (iv) Name and address of the bank or banker with which account in terms of sub-clause (D) of clause (1) of sub-section (2) of section 4 will be maintained
- (v) Details of project land held by the applicant
- (vi) Brief details of the projects launched by the promoter in the last five years, whether already completed or being developed, as the case may be, including the current status of the said projects, any delay in its completion, details of cases pending, details of type of land and payments pending etc.
- (vii) Agency to take up external development works [Local Authority/Self Development];
- (viii) Registration fee by way of a [Demand Draft / Banker's Cheque] No., dated for Rupees in favour of drawn on Bank, Branch, [Puducherry/Karaikal/Mahe/Yanam] or through online payment (give details of online payment such as date paid, transaction number, etc) as the case may be calculated as per sub-rule (3) of rule 3;
- (ix) Any other information the applicant may like to furnish.

2. [I/We] enclose the following documents, namely:—

- (i) authenticated copy of the PAN card and Aadhaar card of the promoter;
- (ii) annual report including audited profit and loss account, balance sheet, cash flow statement, directors report and the auditor's report of the promoter for the immediately preceding three financial years and where annual report is not available, the audited profit and loss account, balance sheet, cash flow statement and the auditor's report of the promoter for the immediately preceding three financial years;
- (iii) authenticated copy of the legal title deed reflecting the title of the promoter to the land on which development of project is proposed along with legally valid documents for chain of title with authentication of such title;

- (iv) details of encumbrances on the land on which development of project is proposed including details of any rights, title, interest, dues, litigation and name of any party in or over such land from an advocate having experience of atleast ten years or no encumbrance certificate from the revenue authority not below the rank of Tahsildar, as the case may be;
- (v) where the promoter is not the owner of the land on which development of project is proposed, details of the consent of the owner of the land along with a copy of the collaboration agreement, development agreement, joint development agreement or any other agreement, as the case may be, entered into between the promoter and such owner and copies of title and other documents reflecting the title of such owner on the land on which the project is proposed to be developed;
- (vi) an authenticated copy of the approvals obtained from the planning authority obtained in accordance with the laws as may be applicable for the real estate project mentioned in the application, and where the project is proposed to be developed in phases, an authenticated copy of the approvals obtained from the planning authority for each of such phases;
- (vii) the sanctioned plan, layout plan and specifications of the proposed project or the phase thereof, and the whole project as sanctioned by the planning authority;
- (viii) the plan of development works to be executed in the proposed project and the proposed facilities to be provided thereof including fire-fighting facilities, drinking water facilities, emergency evacuation services, use of renewable energy;
- (ix) the location details of the project, with clear demarcation of land dedicated for the project along with its boundaries including the latitude and longitude of the end points of the project;
- (x) proforma of the allotment letter, agreement for sale, and the conveyance deed proposed to be signed with the allottees;
- (xi) the number, type and the carpet area of apartments for sale in the project along with the area of the exclusive balcony or verandah areas and the exclusive open terrace areas with the apartment, if any or details of the number, type and area of plots for sale in the project or both, as the case may be;

- (xii) the number and areas of garage for sale in the project;
- (xiii) the number of open parking areas and number of covered parking areas available in the real estate project;
- (xiv) the names and addresses of his real estate agents, if any, for the proposed project;
- (xv) the names and addresses of the contractors, architect, structural engineer, if any and other persons concerned with the development of the proposed project;
- (xvi) a declaration in Form 'B'.

3. [I/We] enclose the following additional documents and information regarding ongoing projects, as required under rule 4, and under other provisions of the Act or the rules and regulations made thereunder, namely:—

- (i)
- (ii)
- (iii)

....

4. [I/We] solemnly affirm and declare that the particulars given in herein are correct to [my /our] knowledge and belief and nothing material has been concealed by [me/us] therefrom.

Dated :

Yours faithfully,

Place :

Signature and seal of the applicant(s).

FORM 'B'

[See rule 3(4)]

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

Affidavit cum Declaration of [Mr./Ms.] [promoter of the proposed project/duly authorised by the promoter of the proposed project, *vide* its/his/their authorization dated];

I, [promoter of the project / duly authorised by the promoter of the project] do hereby solemnly declare, undertake and state as under:—

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

or

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

and

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

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

or

That details of encumbrances including details of any rights, title, interest, dues, litigation and name of any party in or over such land.

3. That the time period within which the project will be completed by [me/the promoter] is
4. That seventy per cent of the amounts realised by [me/the promoter] for the real estate project from the allottees, from time to time, will be deposited in a separate account to be maintained in a scheduled bank to cover the cost of construction and the land cost and will be used only for that purpose.

5. That the amounts from the separate account, to cover the cost of the project, will be withdrawn by [me/the promoter] in proportion to the percentage of completion of the project.
6. That the amounts from the separate account will be withdrawn by [me/the promoter] after it is certified by an engineer, an architect and a chartered accountant in practice that the withdrawal is in proportion to the percentage of completion of the project.
7. That [I/the promoter] will get the accounts audited within six months after the end of every financial year by a chartered accountant in practice, and will produce a statement of accounts duly certified and signed by such chartered accountant and it will be verified during the audit that the amounts collected for a particular project have been utilised for the project and the withdrawal has been in compliance with the proportion to the percentage of completion of the project.
8. That [I/the promoter] will take all the pending approvals on time, from the competent authorities.
9. That [I/the promoter] [have/has] furnished such other documents as have been prescribed by the Act and the rules and regulations made thereunder.
10. That [I/the promoter] will not discriminate against any allottee at the time of allotment of any apartment, plot or building, as the case may be.

Deponent

Verification

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

Verified by me at on this day of

Deponent

FORM 'C'

[See rule 5(1)]

REGISTRATION CERTIFICATE OF PROJECT

This registration is granted under section 5 to the following project under project registration number : [Specify Details of Project including the project address];

1. [in the case of an individual] [Mr./Ms.] son of [Mr./Ms.], Village, [Municipality/Commune Panchayat], District, [Puducherry/Karaikal/Mahe/Yanam];

or

[n the case of a firm/society/company/competent authority] [firm/society/company/competent authority] having its [registered office/principal place of business] at

2. This registration is granted subject to the following conditions, namely:—
 - (i) The promoter shall enter into an agreement for sale with the allottees as prescribed by the Government of Puducherry;
 - (ii) The promoter shall execute and register a conveyance deed in favour of the allottee or the association of the allottees, as the case may be, of the apartment, plot or building, as the case may be or the common areas as per section 17;
 - (iii) The promoter shall deposit seventy percent of the amounts realised by the promoter in a separate account to be maintained in a scheduled bank to cover the cost of construction and the land cost to be used only for that purpose as per sub-clause (D) of clause (1) of sub-section (2) of section 4;
 - (iv) The registration shall be valid for a period of years commencing from and ending with unless extended by the Authority in accordance with the Act and the rules made thereunder;

- (v) The promoter shall comply with the provisions of the Act and the rules and regulations made thereunder;
 - (vi) The promoter shall not contravene the provisions of any other law for the time being in force as applicable to the project.
3. If the above mentioned conditions are not fulfilled by the promoter, the Authority may take necessary action against the promoter including revoking the registration granted herein, as per the Act and the rules and regulations made thereunder.

Dated : *Signature and seal of the Secretary*
 Place : *Puducherry Real Estate Regulatory Authority.*

FORM 'D'

[See rule 5(2), rule 6(4); rule 7]

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

From:

The Puducherry Real Estate Regulatory Authority,

.....

To

.....

[Application/Registration] No. :

Dated :

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

or

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

or

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

for the reasons set out :

Dated : *Signature and seal of the Secretary*
Place : *Puducherry Real Estate Regulatory Authority.*

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

**APPLICATION FOR EXTENSION OF
REGISTRATION OF PROJECT**

From:

.....
.....

To

The Puducherry Real Estate Regulatory Authority,
.....
.....

Sir,

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

.....
.....

registered with the Authority *vide* project registration certificate bearing No., which expires on

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

- (i) A [Demand Draft / Banker's Cheque] No. dated for rupees in favour of drawn on Bank, Branch, [Puducherry/Karaikal/Mahe/Yanam] or through online payment [give details of online payment such as date paid, transaction number, etc.] as the case may be, as extension fee as provided under sub-rule (2) of rule 6;
- (ii) Authenticated Plan of the project showing the stage of development works undertaken till date;
- (iii) Explanatory note regarding the state of development works in the project and reason for not completing the development works in the project within the period declared in the declaration submitted in Form 'B' at the time of making application for the registration of the project
- (iv) Authenticated copy of the [permission/approval] from the planning authority which is valid for a period which is longer than the proposed term of extension of the registration sought from the Authority;
- (v) The authenticated copy of the project registration certificate; and
- (vi) Any other information as may be specified by regulations.

Dated :

Yours faithfully,

Place :

Signature and seal of the applicant(s).

FORM 'F'

[See rule 6(4)]

**CERTIFICATE FOR EXTENSION OF
REGISTRATION OF PROJECT**

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

.....
.....
registered with the Authority *vide* project registration certificate bearing
No., of:—

1. [in the case of an individual] [Mr./Ms.], son of
[Mr./Ms.] Village, [Municipality/
Commune Panchayat], District, [Puducherry/
Karaikal/Mahe/Yanam];

or

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

2. This extension of registration is granted subject to the
following conditions, namely:—
- (i) The promoter shall execute and register a conveyance deed
in favour of the allottee or the association of the allottees,
as the case may be, of the apartment, plot or building, as the
case may be, or the common areas as per section 17;
- (ii) The promoter shall deposit seventy percent of the amounts
realised by the promoter in a separate account to be
maintained in a schedule bank to cover the cost of
construction and the land cost to be used only for that
purpose as per sub-clause (D) of clause (1) of sub-section (2)
of section 4;
- (iii) The registration is extended for a period of
[days/months/years] and will be valid until

- (iv) The promoter shall comply with the provisions of the Act and the rules and regulations made thereunder;
- (v) The promoter shall not contravene the provisions of any other law for the time being in force as applicable to the project;
- (vi) If the above mentioned conditions are not fulfilled by the promoter, the Authority may take necessary action against the promoter including revoking the registration granted herein, as per the Act and the rules and regulations made thereunder.

Dated : *Signature and seal of the Secretary*
Place : *Real Estate Regulatory Authority.*

FORM 'G'
[See rule 8(1)]

APPLICATION FOR REGISTRATION OF REAL ESTATE AGENT

To

The Puducherry Real Estate Regulatory Authority,
.....
.....

Sir,

[I/We] apply for the grant of registration as a real estate agent to facilitate the sale or purchase of any plot, apartment or building, as the case may be, in real estate projects registered in the Union territory of Puducherry in terms of the Act and the rules and regulations made thereunder,

1. [in the case of an individual] [Mr./Ms.] son of
[Mr./Ms.] Village,
..... [Municipality/Commune Panchayat],
..... District, [Puducherry/Karaikal/Mahe/Yanam];

or

[in the case of a firm/society/company] [firm/society/company] having its [registered office/principal place of business] at

2. The requisite particulars are as under:—

(i) Status of the applicant, whether [individual/company/proprietorship firm/societies/partnership firm/limited liability partnership, *etc.*];

(ii) In case of [individual/proprietorship firm]—

(a) Name of [Individual/ Proprietorship firm] :

(b) Father's Name :

(c) Occupation :

(d) Address :

(e) Contact details :
(Phone number, email, fax number, *etc.*)

(f) Name, photograph, :
contact details and
address of the proprietor.

(or)

In case of [partnership firm/societies/companies *etc.*]—

(a) Name (partnership firm/ :
societies/companies *etc.*)

(b) Address :

(c) Copy of registration :
certificate as (partnership
firm/societies/companies
etc.).

(d) Major activities :

(e) Contact details (Phone :
number, email, fax number,
etc.)

- (f) Name, photograph, contact :
details and address of
(partners/directors etc.).
- (iii) particulars of registration as [proprietorship/societies/
partnership/company, etc.] including the bye-laws,
memorandum of association, articles of association etc. as
the case may be;
- (iv) authenticated copy of the address proof of the place of
business;
- (v) Details of registration in any other State or Union Territory;
- (vi) Any other information as specified by regulations.
3. [I/we] enclose the following documents along with, namely:—
- (i) A [Demand Draft/Banker's Cheque] No. dated
for rupees in favour of drawn
on Bank, Branch,
..... [Puducherry/Karaikal/Mahe/Yanam] or
through online payment [give details of
online payment such as date paid, transaction number, etc.]
as the case may be, as registration fee as per sub-rule (2) of
rule 8;
- (ii) Authenticated copy of the PAN card and Aadhaar card of
the real estate agent; and
- (iii) Authenticated copy of the registration as a real estate agent
in any other State or Union Territory, if applicable;
4. [I/we] solemnly affirm and declare that the particulars given in
herein are correct to [my/our] knowledge and belief and nothing
material has been concealed by [me/us] therefrom.

Dated :

Yours faithfully,

Place :

Signature and seal of the applicant(s).

FORM 'H'

[See rule 9(2)]

REGISTRATION CERTIFICATE OF REAL ESTATE AGENT

1. This registration is granted under section 9 with registration certificate bearing No. to —

1. [in the case of an individual] [Mr./Ms.]
son of [Mr./Ms.].....
..... Village,
[Municipality/Commune Panchayat],
District, [Puducherry/Karaikal/Mahe/Yanam];

(or)

[in the case of a firm/society/company etc.] [firm/
society/company, etc.] having its [registered
office/principal place of business] at

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

2. This registration is granted subject to the following conditions, namely:—
- (i) The real estate agent shall not facilitate the sale or purchase of any plot, apartment or building, as the case may be, in a real estate project or part of it, being sold by the promoter which is required but not registered with the regulatory authority;
 - (ii) The real estate agent shall maintain and preserve such books of account, records and documents as provided under rule 12;
 - (iii) The real estate agent shall not involve himself in any unfair trade practices as specified under clause (c) of section 10;

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

Dated :

Signature and seal of the Secretary

Place :

Puducherry Real Estate Regulatory Authority.

FORM 'T'

[See rule 9(3), 10(4), 11]

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

From:

The Puducherry Real Estate Regulatory Authority,

.....
.....

To

.....
.....
.....

[Application/Registration] No.:

Dated :

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

(or)

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

(or)

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

for the reasons set out:

Dated :

Signature and seal of the Secretary

Place :

Puducherry Real Estate Regulatory Authority.

FORM 'J'

[See rule 10(1)]

**APPLICATION FOR RENEWAL OF REGISTRATION OF
REAL ESTATE AGENT**

From:

.....

To

The Puducherry Real Estate Regulatory Authority,

.....

Sir,

[I/We] apply for renewal of [my/our] registration as a real estate agent under registration certificate bearing No., which expires on

1. As required [I/we] submit the following documents and information, namely:—

- (i) A [Demand Draft/Banker's Cheque] No. dated for rupees in favour of drawn on Bank, Branch, [Puducherry/Karaikal/Mahe/Yanam] or through online payment [give details of online payment such as date paid, transaction number, etc] as the case may be, as renewal fee as per sub-rule (2) of rule 10;
- (ii) The authenticated copy of the registration certificate; and
- (iii) Status of the applicant, whether [individual/company/proprietorship firm/societies/partnership firm/limited liability partnership, etc.];

(iv) In case of individual—

- (a) Name [Individual/Proprietorship :
firm].
- (b) Father's Name :
- (c) Occupation :
- (d) Address :
- (e) Contact details (Phone number, :
email, fax number, etc).
- (f) Name, Photograph, contact :
details and address of the
proprietor.

(or)

In case of [partnership firm/societies/companies, etc.]—

- (a) Name [partnership firm/societies/ :
companies, etc.].
 - (b) Address :
 - (c) Copy of registration certificate as :
[partnership firm/societies/
companies, etc.].
 - (d) Major activities :
 - (e) Contact details (Phone number, :
email, fax number, etc.).
 - (f) Name, photograph, contact :
details and address of [partners/
directors, etc.].
- (v) particulars of registration as [proprietorship/societies/
partnership/company, etc.] including the bye-laws,
memorandum of association, articles of association etc. as
the case may be;
- (vi) authenticated copy of the address proof of the place of
business;

- (vii) authenticated copy of the PAN card of the real estate agent;
- (viii) authenticated copy of the registration as a real estate agent in any other State or Union Territory, if applicable;
- (ix) Any other information as specified by regulations.

2. [I/we] solemnly affirm and declare that the particulars given in herein are correct to [my/our] knowledge and belief and nothing material has been concealed by [me/us] therefrom.

Dated :

Yours faithfully,

Place :

Signature and seal of the applicant(s).

FORM 'K'

[See rule 10(4)]

**CERTIFICATE OF RENEWAL OF REGISTRATION OF
REAL ESTATE AGENT**

1. This renewal of registration is granted under section 9 to—

[in the case of an individual] [Mr./Ms.] son of
[Mr./Ms.], Village,
..... [Municipality/Commune Panchayat],
..... District, [Puducherry/Karaikal/Mahe/Yanam];

(or)

[in the case of a firm / society / company, etc.]
[firm/society/company, etc.] having its [registered
office/principal place of business] at
in continuation to registration certificate bearing No.,
of

2. This renewal of registration is granted subject to the following conditions, namely:—

- (i) The real estate agent shall not facilitate the sale or purchase of any plot, apartment or building, as the case may be, in a real estate project or part of it, being sold by the promoter which is required but not registered with the Authority;
- (ii) The real estate agent shall maintain and preserve such books of account, records and documents as provided under rule 12;
- (iii) The real estate agent shall not involve himself in any unfair trade practices as specified under clause (c) of section 10;
- (iv) The real estate agent shall facilitate the possession of all documents, as the allottee is entitled to, at the time of booking of any plot, apartment or building, as the case may be.
- (v) The real estate agent shall provide assistance to enable the allottee and promoter to exercise their respective rights and fulfil their respective obligations at the time of booking and sale of any plot, apartment or building, as the case may be;
- (vi) The real estate agent shall comply with the provisions of the Act and the rules and regulations made thereunder;
- (vii) The real estate agent shall not contravene the provisions of any other law for the time being in force as applicable to him;
- (viii) The real estate agent shall discharge such other functions as may be specified by the Authority by regulations;

3. The registration is valid for a period of five years commencing from and ending with unless renewed by the regulatory authority in accordance with the provisions of the Act or the rules and regulations made thereunder.

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

Dated :

Signature and seal of the Secretary

Place :

Puducherry Real Estate Regulatory Authority.

FORM 'L'
[See rule 24(2)]

APPEAL TO APPELLATE TRIBUNAL

Appeal under section 44

For use of Appellate Tribunal's office :

Date of filing :

Date of [receipt at the filing counter :
of the Registry/receipt by post/online
filing].

Appeal No. :

Signature :

Registrar :

IN THE REAL ESTATE APPELLATE TRIBUNAL (Name of place)

Between

..... Appellant(s)

And

..... Respondent(s)

Details of appeal :

1. Particulars of the appellants :

(i) Name(s) of the appellant :

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

(iii) Address for service of all notices :

(iv) Contact details (Phone number, :
e-mail, fax number, etc.).

2. Particulars of the respondents :

(i) Name(s) of respondent :

(ii) Office address of the respondent :

(iii) Address for service of all notices :

(iv) Contact details (Phone number, :
e-mail, fax number, etc.).

3. Jurisdiction of the Appellate Tribunal:

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

4. Limitation :

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

(or)

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

5. Facts of the case :

(give a concise statement of facts and grounds of appeal against the specific order of Authority or the adjudicating officer, as the case may be, passed under section(s) or rule(s) or regulation(s))

6. Relief(s) sought :

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

7. Interim order, if prayed for :

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

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

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

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

9. Particulars of [demand draft/banker's cheque/online payment] in respect of the fee in terms of sub-rule (1) of rule 24:

- (i) Amount :
- (ii) Name of the bank on which drawn :
- (iii) [Demand draft number/banker's cheque number/online payment transaction number].

10. List of enclosures :

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

Signature of the appellant(s)

Verification

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

Place:

Date : *Signature of the appellant(s)*

Instructions :

- (1) Every appeal shall be filed in English and in case it is in some other Indian language, it shall be accompanied by a copy translated in English and shall be fairly and legibly type-written, lithographed or printed in double spacing on one side of standard petition paper with an inner margin of about four centimetres width on top and with a right margin on 2.5 c.m., and left margin of 5 c.m., duly paginated, indexed and stitched together in paper book form.
- (2) Every appeal shall be presented along with an empty file size envelope bearing full address of the respondent and where the number of respondents is more than one, then sufficient number of extra empty file size envelopes bearing full address of each respondent shall be furnished by the party preferring the appeal.

FORM 'M'

[See rule 33(1)]

COMPLAINT TO AUTHORITY**Complaint under section 31**

For use of Puducherry Real Estate :
Regulatory Authority's office.

Date of filing :

Date of [receipt at the filing counter/
receipt by post/online filing] :

Complaint No. :

Signature :

Authorised person :

IN THE PUDUCHERRY REAL ESTATE
REGULATORY AUTHORITY'S OFFICE

Between

..... Complainant(s)

And

..... Respondent(s)

Details of claim :

1. Particulars of the complainant(s) :

(i) Name(s) of the complainant :

(ii) Address of the existing office/
residence of the complainant.

(iii) Address for service of all notices :

(iv) Contact details (Phone number, :
e-mail, fax number, *etc.*).

2. Particulars of the respondents :

- (i) Name(s) of respondent :
- (ii) Office address of the respondents :
- (iii) Address for service of all notices :
- (iv) Contact details (Phone number, :
e-mail, fax number, *etc.*).

3. Jurisdiction of the Authority:

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

4. Facts of the case:

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

5. Relief(s) sought:

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

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

6. Interim order, if prayed for :

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

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

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

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

8. Particulars of [demand draft/banker's cheque or online payment] in respect of the fee in terms of sub-rule (1) of rule 33 :

- (i) Amount :
- (ii) Name of the bank on which drawn :

- (iii) [Demand draft number/banker's :
cheque number/online payment
transaction number].

9. List of enclosures :

1. Copies of the documents relied upon by the complainant and referred to in the complaint.
2. An index of documents
3. Other documents as annexed along with the complaint.

Signature of the complainant(s)

Verification

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

Place:

Date :

Signature of the complainant(s)

Instructions :

- (1) Every complaint shall be filed in English or Tamil and in case it is in some other Indian language, it shall be accompanied by a copy translated in English and shall be fairly and legibly type-written, lithographed or printed in double spacing on one side of standard petition paper with an inner margin of about four centimetres width on top and with a right margin on 2.5 cm, and left margin of 5 cm, duly paginated, indexed and stitched together in paper book form.
- (2) Every complaint shall be presented along with an empty file size envelope bearing full address of the respondent and where the number of respondents is more than one, then sufficient number of extra empty file size envelopes bearing full address of each respondent shall be furnished by the party preferring the complaint.

FORM 'N'

[See rule 34(1)]

COMPLAINT TO ADJUDICATING OFFICER**Claim for interest and compensation under section 31
read with section 71**

For use of Adjudicating Officer's office :

Date of filing :

Date of [receipt at the filing counter/
receipt by post/online filing] :

Complaint No. :

Signature :

Authorised Officer :

IN THE PUDUCHERRY ADJUDICATING OFFICER'S OFFICE

Between

..... Complainant(s)

And

..... Respondent(s)

Details of claim :

1. Particulars of the complainant(s) :

(i) Name(s) of the complainant :

(ii) Address of the existing office/
residence of the complainant.

(iii) Address for service of all notices :

(iv) Contact details (Phone number, :
e-mail, fax number, *etc.*).(v) Details of allottees apartment, :
plot or building, as the case may be.

2. Particulars of the respondents :

- (i) Name(s) of respondent :
- (ii) Office address of the respondents :
- (iii) Address for service of all notices :
- (iv) Contact details (Phone number, :
e-mail, fax number, *etc.*).
- (v) Registration No. and address :
of project.

3. Jurisdiction of the Adjudicating Officer:

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

4. Facts of the case:

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

5. Compensation(s) sought:

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

[Specify here the compensation(s) claimed explaining the grounds of claim(s) and the legal provisions (if any) relied upon]

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

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

7. Particulars of [Demand draft number / banker's cheque number/ online payment transaction number] in respect of the fee in terms of sub-rule (1) of rule 34 :

- (i) Amount :
- (ii) Name of the bank on which drawn :
- (iii) [Demand draft number/banker's :
cheque number/online payment

8. List of enclosures:

1. Copies of the documents relied upon by the complainant and referred to in the complaint.
2. An index of the documents.
3. Other documents as annexed along with the complaint.

Signature of the complainant(s)

Verification

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

Place:

Date : *Signature of the complainant(s)*

Instructions :

- (1) Every complaint shall be filed in English or Tamil and in case it is in some other Indian language, it shall be accompanied by a copy translated in English and shall be fairly and legibly type-written, lithographed or printed in double spacing on one side of standard petition paper with an inner margin of about four centimetres width on top and with a right margin on 2.5 cm, and left margin of 5 cm, duly paginated, indexed and stitched together in paper book form.
 - (2) Every complaint shall be presented along with an empty file size envelope bearing full address of the respondent and where the number of respondents is more than one, then sufficient number of extra empty file size envelopes bearing full address of each respondent shall be furnished by the party preferring the complaint.
-

FORM 'O'
[See rule 35(1)]ANNUAL STATEMENT OF ACCOUNTS
Receipts and Payments Account

For the year ended _____ (In Rupees)

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

A/c Code	Receipts	Current year As on	Previous Year As on	A/c Code	Payments	Current year As on	Previous Year As on
5.	To Seminars and conferences			14.4.2.	By Domestic		
6.	To Sale of Publications			15.	By Staff:		
7.	To Income on investments and Deposits:			15.1.	By Pay and Allowances		
7.1.	To Income on investments			15.2.	By Retirement benefits		
7.2.	To Income on Deposits			15.3.	By Other benefits		
8.	To Loans:			15.4.	By Travelling expenses:		
8.1.	To Government			15.4.1.	By Overseas		
8.2.	To Others (specify)			15.4.2.	By Domestic		
9.	To Sale of Assets			16.	By Hire of Conveyance		
10.	To Sale of Investments			17.	By Wages		
11.	To Recoveries from pay bills			18.	By Overtime		
11.1	To Loans and Advances Principal amount			19.	By Honorarium		
11.2	To Interest on Loans and Advances			20.	By Other office expenses		
11.3	To Miscellaneous			21.	By Expenditure on Research		
51	To Others (specify)			22.	By Consultation expenses		
				23.	By Seminars and conferences		

A/c Code	Receipts	Current year As on	Previous Year As on	A/c Code	Payments	Current year As on	Previous Year As on
				24.	By Publications of Authority		
				25.	By Rent and Taxes		
				26.	By Interest on Loans		
				27.	By Promotional Expenses		
				28.	By Membership fee		
				29.	By Subscription		
				30.	By Purchase of Fixed Assets (specify)		
				31.	By Investments and Deposits:		
				31.1	By Investments		
				31.2	By Deposits		
				32.	By Security Deposits		
				33.	By Loans and Advances to:		
				33.1	By Employees:		
				33.1.1.	By Bearing Interest		
				33.1.2.	By Not bearing Interest		
				33.2.	By Suppliers/ contractors		
				33.3.	By others (specify)		
				34.	By Repayment of loan		

A/c Code	Receipts	Current year As on	Previous Year As on	A/c Code	Payments	Current year As on	Previous Year As on
				35.	By Others		
				35.1.	By Leave Salary and Pension		
				35.2.	By Contribution		
				35.3.	By Audit Fee		
				35.4.	By Misc:		
				36.	By Balance carried down:		
				36.1	By Bank		
				36.2	By Cash in hand		
	Total				Total		

Chairperson (Signature)

Member(s) (Signature)

Secretary (Signature)

Officer In-charge (Finance and Accounts)

Income and Expenditure Account

For the period 1st April _____ to 31st March _____

		(In Rupees)							
A/c Code	Expenditure	Schedule	Current year As on	Previous Year As on	A/c Code	Income	Schedule	Current year As on	Previous Year As on
13.	To Chairperson and Members				2.	By Fee, Charges and Fine	A		
13.1.	To Pay and Allowances				2.1.	By Fee			
13.2.	To Other benefits	C			2.2.	By Charges			
13.3.	To Travelling Expenses				2.3	By Fines			
13.3.1.	To Overseas				2.4	By Others (specify)			
13.3.2.	To Domestic				3	By Grants	B		
14.	To Officers				3.1	By Account with Government			
14.1.	To Pay and Allowances				3.2	By Others (Specify)			
14.2.	To retirement Benefits	D			4	By Gifts			
14.3.	To Other Benefits	C			5.	By Seminars and Conferences			
14.4.	To Travelling Expenses				6.	By Sale of Publications			
14.4.1.	To Overseas				7.	By Income on investments and Deposits			

A/c Code	Expenditure	Schedule	Current year As on	Previous Year As on	A/c Code	Income	Schedule	Current year As on	Previous Year As on
50.	To Provision for bad & doubtful debts								
	To Excess of income over Expenditure								
	(Transferred to capital Fund Account)								
	Total					Total			

Chairperson (Signature)

Member(s) (Signature)

Secretary (Signature)

Officer In-charge (Finance and Accounts)

Balance Sheet as on 31st March _____ (year)

A/c Code	Liabilities	Schedule	Current year As on	Previous Year As on	A/c Code	Assets	Schedule	Current year As on	Previous Year As on
40	Funds	I			43.	Fixed Assets	H		
40.1.	Capital Fund				43.1.	Gross Block at Cost			
	Add Excess of Income over Expenditure / less excess of Expenditure over Income					Less Cumulative depreciation			
40.2.	Other Funds (Specify)				43.2	Net Block			
41	Reserves	J			44	Capital Work-in-progress	M		
8.	Loans	K			31	Investments & Deposits	N		
8.1.	Government				31.1.	Investment			
8.2.	Others				31.2.	Deposits			
42.	Current Liabilities and provisions	L			33.	Loans and Advances	O		
					33.1.	Account with Government	S		
					45.	Sundry Debtors	P		
					36.	Cash and Bank Balances	Q		
					46.	Other Current Assets	R		
	Total					Total			
	Accounting Policies and Notes to	T							

Instructions :

- (1) The Schedules referred / referenced above shall be prepared by the Authority based on accounting principles followed by the appropriate Government or by other regulatory authorities or as suggested by the Comptroller and Auditor General of India from time to time.
- (2) The Schedules referred to above shall form an integral part of the Income and Expenditure Account or the Balance Sheet, as the case may be.

Chairperson (Signature)

Member(s) (Signature)

Secretary (Signature)

Officer In-charge (Finance and Accounts)

FORM 'P'

[See rule 36 (1)]

ANNUAL REPORT TO BE PREPARED BY AUTHORITY

A. Introduction :

- (i) Chairman's statement:
- (ii) Objectives:
- (iii) Important achievements:
- (iv) The year in review:
 - (a) Landmark decisions:
 - (b) Legislative work:
 - (c) Outreach programme:
- (v) Capacity building:
- (vi) International engagements:

(vii) Impact on:

- (a) Allottees:
- (b) Promoters:
- (c) Real Estate Agents:
- (d) Economy:

B. Registration of promoters and real estate agents under the Act:

I. In relation to Promoters:

Sl. No	Name of promoter	Address of promoter	Description of project for which registration has been issued	Fee paid	Registration Number
1	2	3	4	5	6

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

II. In relation to Real Estate Agents:

Sl. No.	Name of Real Estate Agent	Address of Real Estate Agent	Registration Fee paid	Registration Number	Date of issue of registration certificate	Date on which registration certificate expires	Date and period of renewal of registration certificate	Remark
1	2	3	4	5	6	7	8	9

C. Number of cases filed before the Authority and the adjudicating officer for settlement of disputes and number of cases disposed.

Sl. No.	No. of cases pending in the last quarter by the Authority	No. of cases received during the quarter by the Authority	No. of cases disposed of by the Authority

Sl. No.	No. of cases pending in the last quarter with the adjudicating officer	No. of cases received during the quarter by the adjudicating officer	No. of cases disposed of by the adjudicating officer

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

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

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

Sl. No.	Subject	Steps taken	Results achieved

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

Sl. No.	Name of the promoter	Details of the directions issued by the Authority / adjudicating officer	Penalty/interest/compensation imposed	Whether paid

Sl. No.	Name of the allottee	Details of the directions issued by the Authority / adjudicating officer	Penalty/interest/compensation imposed	Whether paid

Sl. No.	Name of the real estate agent	Details of the directions issued by the Authority / adjudicating officer	Penalty/interest/ compensation imposed	Whether paid

G. Investigations and inquiries ordered by the Authority or the adjudicating officer : A brief narrative of investigations and inquiries taken up by the Authority or the adjudicating officers and references received from the competent authority or the appropriate Government.

H. Orders passed by the Authority and the adjudicating officer: A brief narrative of orders passed by the Authority or the adjudicating officers separately for where no offence is made out, and in case offence is proved, category-wise for each category of orders passed along with a tabular statement indicating the sections under which the order was passed and brief particulars of the orders.

I. Execution of the orders of the Authority and imposition of penalties:

- (i) monetary penalties - details of recovery of penalty imposed, details of penalty imposed but not recovered, total number of matters and total amount of monetary penalty levied, total amount realized by resorting to rule 23;
- (ii) matters referred to court under section 59 - total number of matters referred to the court during the year, total number of matters disposed of by the court during the year, total number of matters pending with the court at the end of the year;
- (iii) matters referred to court for execution of order under section 40 - total number of matters referred to the court during the year, total number of matters disposed of by the court during the year, total number of matters pending with the court at the end of the year.

J. Execution of the orders of the adjudicating officer and imposition of interest and compensation:

- (i) interest and compensations - details of interest and compensation imposed, details of interest and compensation imposed but not paid, total number of matters and total amount of interest and compensations imposed, total amount realized by resorting to rule 23; and

- (ii) matters referred to court for execution of order under section 40 - total number of matters referred to the court during the year, total number of matters disposed of by the court during the year, total number of matters pending with the court at the end of the year.

K. Appeals:

- (i) Number of appeals filed against the orders of the Authority or the adjudicating officer in the year:
- (ii) Number of appeals pending at the beginning of the year:
- (iii) Appeals filed during the year:
- (iv) Number of appeals allowed by the Appellate Tribunal during the year:
- (v) Number of appeals disallowed by the Appellate Tribunal during the year:
- (vi) Brief write up on the appeals allowed by the Appellate Tribunal:

L. References received from the appropriate Government under section 33: A brief narrative on references received from the appropriate Government under section 33 providing for - number of references received during the year, number of references disposed of during the year, number of references pending at the end of the year.

M. Advocacy measures under sub-section (3) of section 33: A brief narrative on activities undertaken under sub-section (3) of section 33—

- (i) workshops, seminars and other interactions with public / experts / policy-makers / regulatory bodies on laws and policies relating to the real estate sector and for creating awareness on the same;
- (ii) papers and studies published for advocacy on laws and policies relating to the real estate sector and for creating awareness on the same;
- (iii) consultation papers published/placed on website of the Authority;
- (iv) analytical papers prepared and examined;
- (v) others.

N. Administration and establishment matters:

- (i) report of the Secretary;
- (ii) composition of the Authority;
- (iii) details of Chairperson and Members appointed in the year and of those who demitted office
- (iv) details of adjudicating officers appointed in the year and those who demitted office;
- (v) organizational structure;
- (vi) a tabular statement containing information on personnel in the Authority, category-wise: sanctioned posts, posts filled up, vacancies, appointments made in the year etc.

O. Experts and consultants engaged: details of number of experts and consultants appointed in the year and of those who demitted office.**P. Employee welfare measures, if any, beyond the regular terms and conditions of employment, undertaken by the Authority:****Q. Budget and Accounts:**

- (i) budget estimates and revised estimates, under broad categories;
- (ii) receipts under broad categories in the Real Estate Regulatory Fund established under sub-section (1) of section 75;
- (iii) actual expenditure under broad categories;
- (iv) balance available in the Real Estate Regulatory Fund under sub-section (1) of section 75;
- (v) any other information.

R. International cooperation: A brief narrative of international cooperation, if any, undertaken by the Authority.**S. Capacity Building:** A brief narrative of capacity building initiative undertaken including

- (i) number of employees (category wise and grade wise) trained in house with details of such programmes like content, duration and faculty;

- (ii) number of employees (category wise and grade wise) trained by outside institutions (separately within Indian and outside India) with details of names of institutions and duration also to specify whether training was under internship, exchange programme, fellowships, study leave, special arrangements with foreign universities/institutions;
- (iii) expenditure of capacity building initiatives.

T. Ongoing programmes: A brief narrative of ongoing programmes.

U. Right to Information: A brief narrative of :

- (i) number of applications received by PIO/APIO seeking information under RTI Act;
- (ii) Number of applications for which information has been provided by PIO;
- (iii) number of applications pending with PIO;
- (iv) number of appeals filed before the First Appellate Authority against the order of PIO;
- (v) number of appeals which have been disposed of by First Appellate Authority;
- (vi) number of appeals pending with the First Appellate Authority;
- (vii) number of applications/appeals not disposed of in the stipulated time frame.

Chairperson (Signature)

Member(s) (Signature)

—————
S. THAMMU GANAPATHY,
Deputy Secretary to Government (Housing).
—————

GOVERNMENT OF PUDUCHERRY
CHIEF SECRETARIAT (HOUSING)

(G.O. Ms. No. 14/2017/Hg., Puducherry, dated 18th July 2017)

NOTIFICATION

In exercise of the powers conferred by clause (h) of sub-section (2) of section 84 read with section 13 and in pursuance of sub-clause (ii) of clause (g) of section 2 of the Real Estate (Regulation and Development) Act, 2016 (16 of 2016), the Lieutenant-Governor, Puducherry, hereby makes the following rules, namely:-

CHAPTER-I

PRELIMINARY

1. *Short title, extent and Commencement.*— (1) These rules may be called ‘The Puducherry Real Estate (Regulation and Development) (Agreement for Sale) Rules, 2017.

(2) They shall extend to the whole of the Union territory of Puducherry.

(3) They shall come into force on and from the date of its publication in the Official Gazette.

2. *Definitions.*— (1) In these rules, unless the context otherwise requires,-

(a) “Annexure” means an annexure appended to these rules.

CHAPTER-II

AGREEMENT FOR SALE

3. *Agreement for sale.*— (1) The Agreement for Sale to be executed between the promoter and the allottee shall be in the form as per Annexure.

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

(3) The Form shall, in addition to such details mentioned in the said Form, contain additional features, if any, which may be appended to the said Form in the form of a separate Schedule.

ANNEXURE 'A'

(See rule 3)

AGREEMENT FOR SALE

This Agreement for Sale ("Agreement") executed on this
(Date) day of (Month), 20, (year).

By and Between

(If the promoter is a company)

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

(Or)

(If the promoter is a Partnership firm)

....., a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at, (PAN), represented by its authorized Partner....., (Aadhaar No.) duly authorized vide, hereinafter referred to as the "Promoter" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the partner or partners for the time being of the said firm, the survivor or survivors of them and their heirs, executors and administrators of the last surviving partner and his/her/their assigns).

(Or)

(If the promoter is an Individual)

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

And

(If the Allottee is a company)

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

(Or)

(If the Allottee is a Partnership)

....., a partnership firm registered
under the Indian Partnership Act, 1932, having its principal place of
business at, (PAN),
represented by its authorized Partner
(Aadhaar No.) duly authorized *vide*,
hereinafter, referred to as the "Allottee" (which expression shall unless
repugnant to the context or meaning thereof be deemed to mean and
include the partner or partners for the time being of the said firm, the
survivor or survivors of them, and their heirs, executors and
administrators of the last surviving partner and his/her/their assigns).

(Or)

(If the Allottee is an Individual)

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

(Or)

(If the Allottee is a HUF)

Mr., (Aadhaar No.) son of aged about for self and as the Karta of the Hindu Joint Mitakshara Family known as HUF, having its place of business/residence at, (PAN), hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and the member or members for the time being of the said HUF, and their respective heirs executors, administrators, and permitted assignees).

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

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

Definitions.— (1) For the purpose of this Agreement for Sale, unless the context otherwise requires,-

(a) "Act" means the Real Estate (Regulation and Development) Act, 2016 (16 of 2016);

(b) "Appropriate Government" means the Government of Puducherry;

(c) "Local Laws" means the laws applicable in the Union territory of Puducherry.

(d) "Occupancy Certificate" means the occupancy certificate issued by the Planning Authority in accordance with the Puducherry Building Bye-Laws and Zoning Regulations, 2012 and as amended from time to time.

(e) "Planning Authority" means the Planning Authority established under section 11 of the Puducherry Town and Country Planning Act, 1969 (Act 13 of 1970);

(f) "Regulations" means the Regulations made under the Real Estate (Regulation and Development Act, 2016;

(g) "Rules" means the Real Estate (Regulation and Development) (General) Rules, 2017 made under the Real Estate (Regulation and Development) Act, 2016; and

(h) "Section" means a section of the Act.

(2) Words and expressions used but not defined in these Agreement, but defined in the Act or the Rules and Regulations made thereunder, shall have the same meaning respectively assigned to them in the Act or the Rules and Regulations made thereunder.

Whereas.— (A) The Promoter is the absolute and lawful owner of [Plot No., (Location), R.S. No./T.S. No., Ward, Block, Village, Municipality/Commune Panchayat, (Region)] totally admeasuring square meters ("Said Land") *vide* sale deed(s), dated registered as documents No.at the office of the Sub-Registrar of

(Or)

..... ("Owner") is the absolute and lawful owner of [Plot No.,(Location), R.S. No./T.S. No., Ward, Block, Village, Municipality/Commune Panchayat, (Region)] totally admeasuring square meters ("Said Land") *vide* sale deed(s), dated registered as documents No. at the office of the Sub-Registrar of The Owner and the Promoter have entered into a (collaboration/development/joint development) agreement, dated registered as document No. at the office of the Sub-Registrar of

(B) The said Land is earmarked for the purpose of building a (residential/mixed/commercial/any other purpose) project, comprising of multi-storied 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 (residential/mixed/commercial/any other purpose) project, comprising plots and (insert any other components of the Projects) and the said project shall be known as '.....' ("Project"):

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

(C) The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the Said Land on which Project is to be constructed have been completed (Title deed and chain of title annexed hereto in schedule I);

(D) The Planning Authority has granted the permission to develop the Project *vide* approval, dated bearing building permit No. (annexed hereto in schedule F);

(E) The Promoter has obtained the final layout plan, sanctioned plan, specifications and approvals for the Project and also for the apartment, plot or building, as the case may be, (annexed hereto in schedule G) from Planning Authority. The Promoter agrees and undertakes that it will not make any changes to these approved plans and execute the project in strict compliance in accordance with section 14 of the Act and other laws as applicable;

(F) The Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at on under registration No.(annexed hereto in schedule H);

(G) The Allottee had applied for an apartment in the Project *vide* application No., dated and has been allotted apartment No. having carpet area of square feet, type, on floor in (tower/block/building) No. (“Building”) along with garage/covered parking No. admeasuring square feet in the (Please insert the location of the garage/covered parking), as permissible under the applicable law and of pro rata share in the common areas (“Common Areas”) as defined under clause (n) of section 2 of the Act (hereinafter referred to as the “Apartment” more particularly described in schedule A and the floor plan of the apartment is annexed hereto and marked as schedule B);

(Or)

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

(H) The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;

(I)
(Please enter any additional disclosures/details).

(J) The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, *etc.*, applicable to the Project;

(K) The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations incorporated in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;

(L) In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the (Apartment/Plot) and the garage/covered parking (if applicable) as specified in Para G;

Now, therefore, in consideration of the mutual representations, covenants, assurances, promises and agreements contained herein and other good and valuable consideration, the Parties herein do hereby agree as follows:

1. *Terms.*— (1.1.) Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to sell to the Allottee and the Allottee hereby agrees to purchase, the (Apartment/Plot) as specified in para G;

(1.2.) The Total Price for the (Apartment/Plot) based on the carpet area is ₹ (Rupees only (“Total Price”) (Give break up and description):

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

*Provide breakup of the amounts such as cost of apartment, cost of exclusive balcony or verandah areas, cost of exclusive open terrace areas, proportionate cost of common areas, preferential location charges, taxes, maintenance charges as per para 11 *etc.*, if/as applicable.

(And) (if/as applicable)

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

Or

Plot No.	Rate of plot per square feet
Type	
Total price (in Rupees)

*Provide breakup of the amounts such as cost of plot, proportionate cost of common areas, taxes, maintenance charges as per para 11 *etc.*, if/as applicable.

(And) (if/as applicable)

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

Explanation:

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

(ii) The Total Price above includes Taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, Service Tax, and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Promoter, by whatever name called) up to the date of handing over the possession of the (Apartment/Plot) to the allottee and the project to the association of allottees or the competent authority, as the case may be, after obtaining the occupancy certificate:

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

Provided further that if there is any increase in the taxes after the expiry of the scheduled date of completion of the project as per registration with the Authority, which shall include the

extension of registration, if any, granted to the said project by the Authority, as per the Act, the same shall not be charged from the allottee and the Promoter will bear the same;

(iii) The Promoter shall periodically intimate in writing to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment demanded by the promoter within the time agreed and in the manner specified therein. In addition, the Promoter shall provide the Allottee the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies *etc.*, have been imposed or being effected;

(iv) The Total Price of [Apartment/Plot] includes recovery of price of land, construction of [not only the Apartment but also] the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the apartment, lift, water line and plumbing, finishing with paint, flooring, doors, windows, fire detection and fire fighting equipments in the common areas, maintenance charges as per para 11 *etc.* and includes cost for providing all other facilities, amenities and specifications to be provided within the [Apartment/Plot] and the Project;

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

Provided that if there is any new imposition or increase of any development charges after the expiry of the scheduled date of completion of the project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said project by the Authority, as per the Act, the same shall not be charged from the allottee and the Promoter will bear the same;

(1.4.) The Allottee(s) shall make the payment as per the payment plan set out in schedule C ("Payment Plan").

(1.5.) The Promoter may allow, on his sole discretion, a rebate for early payments of instalments payable by the Allottee by discounting such early payments at the rate of% per annum for the period by which the respective instalment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter.

(1.6.) It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, layout plans (annexed herein in schedule G) and specifications and the nature of fixtures, fittings and amenities described herein at schedule D and schedule E (which shall be in conformity with the advertisement, prospectus, *etc.*, on the basis of which sale is effected) in respect of the apartment, plot or building, as the case may be, without the previous written consent of the Allottee as per the provisions of the Act. Provided that the Promoter may make such minor additions or alterations as may be required by the Allottee upon written request, or such minor changes or alterations as per the provisions of the Act.

(1.7.) (*Applicable in case of an apartment*) The Promoter shall confirm to the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate is granted by the planning authority, by furnishing details of the changes, if any, in the carpet area. The Total Price payable for the carpet area shall be re-calculated upon confirmation by the Promoter. If there is reduction in the carpet area, then the Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, which is not more than three percent of the carpet area of the apartment, allotted to the allottee, the Promoter may demand that from the Allottee as per the next milestone of the Payment Plan as provided in schedule C. All these monetary adjustments shall be made at the same rate per square feet as agreed in Para 1.2 of this Agreement.

(1.8.) Subject to para 9.3 the Promoter agrees and acknowledges, the Allottee shall have the right to the (Apartment/Plot) as mentioned below:

(i) The Allottee shall have exclusive ownership of the (Apartment/Plot);

(ii) The Allottee shall also have undivided proportionate share in the Common Areas. Since the share/interest of Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas along with other occupants, maintenance staff *etc.*, without causing any inconvenience or hindrance to them. Further, the right of the Allottee to use the Common Areas shall always be subject to the timely payment of maintenance charges and other charges as applicable. It is clarified that the promoter shall hand over the common areas to the association of allottees after duly obtaining the completion certificate from the competent authority as provided in the Act;

(iii) That the computation of the price of the (Apartment/Plot) includes recovery of price of land, construction of (not only the Apartment but also) the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the apartment, lift, water line and plumbing, finishing with paint, flooring, doors, windows, fire detection and fire-fighting equipments in the common areas, maintenance charges as per Para 11 *etc.*, and includes cost for providing all other facilities, amenities and specifications to be provided within the (Apartment/Plot) and the Project;

(iv) The Allottee has the right to visit the project site to assess the extent of development of the project and his [Apartment/Plot], as the case may be;

(1.9.) It is made clear by the Promoter to the Allottee that the (Apartment/Plot) along with garage/covered parking shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained Project covering the said Land and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its

vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Allottees of the Project.

(1.10.) The Promoter agrees to pay all outgoings before transferring the physical possession of the apartment to the Allottees, which it has collected from the Allottees, for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the project). If the Promoter fails to pay all or any of the outgoings collected by it from the Allottees or any liability, mortgage loan and interest thereon before transferring the apartment to the Allottees, the Promoter agrees to be liable, even after the transfer of the property, to pay such outgoings and the corresponding penal charges, if any, to the authority or person to whom they are bound to be payable and also be liable for the cost of any legal proceedings which may be taken therefor by such authority or person.

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

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

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

3. *Compliance of Laws Relating to Remittances.*— (3.1.) The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and Rules and Regulations made thereunder or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India *etc.*, and provide the Promoter with such permission, approvals which would enable the Promoter to fulfil his obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or the statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

(3.2.) The Promoter is held irresponsible with regard to condition specified in para 3.1 above. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter immediately and comply with necessary formalities, if any, under the applicable laws. The Promoter shall not be responsible towards any third party making payment/remittances on behalf of any Allottee and such third party shall not have any right in the application/allotment of the said apartment applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee only.

4. *Adjustment/Appropriation of Payments.*— The Allottee authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding of the allottee against the (Apartment/Plot), if any, in his/her name and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any other manner.

5. *Time is Essence.*— The Promoter shall abide by the time schedule for completing the project as disclosed at the time of registration of the Project with the Authority and towards handing over the (Apartment/Plot) to the Allottee and the common areas to the association of the allottees or the competent authority, as the case may be. Similarly, the Allottee shall make timely payments of the instalment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in Payment Plan (schedule C).

6. *Construction of the Project/Apartment.*— The Allottee has seen the proposed layout plan, specifications, amenities and facilities of the [Apartment/Plot] and accepted the Payment Plan, floor plans, layout plans and the specifications, amenities and facilities [annexed along with this Agreement] which has been approved by the competent Authority, as represented by the Promoter. The Promoter shall develop the Project in accordance with the said layout plans, floor plans and specifications, amenities and facilities. Subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws, Floor Area Ratio (FAR) and density norms and provisions prescribed by the Puducherry Building Bye-Laws and Zoning Regulations, 2012 and as amended from time to time and shall not have an option to make any variation /alteration / modification in such plans, other than in the manner provided under the Act, and breach of this term by the Promoter shall constitute a material breach of the Agreement.

7. *Possession of the Apartment/Plot.*— (7.1.) **Schedule for possession of the said (Apartment/Plot):** The Promoter agrees and understands that timely delivery of possession of the (Apartment/Plot) to the allottee and the common areas to the association of allottees or the competent authority, as the case may be, is the essence of the Agreement. The Promoter assures to hand over possession of the (Apartment/Plot) along with ready and complete common areas with all specifications, amenities and facilities of the project in place on, unless there is a delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused due to natural calamities or due to Force Majeure conditions. If, the completion of the Project is delayed due to the Force Majeure conditions, then the Allottee agrees that the Promoter shall be entitled to the extension of

time, for delivery of possession of the (Apartment/Plot), which made it impossible for the contract to be implemented as per schedule. The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to execute the project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by him for the allotment within 45 days from that date. The promoter shall intimate the allottee about such termination at least thirty days prior to such termination. After refund of the money paid by the Allottee, the Allottee agrees that he/ she shall not have any rights, claims *etc.*, against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

(7.2.) **Procedure for taking possession:** The Promoter, upon obtaining the occupancy certificate from the Planning Authority, shall offer in writing the possession of the (Apartment/Plot), to the Allottee in terms of this Agreement to be taken within three months from the date of issue of occupancy certificate. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee agree(s) to pay the maintenance charges as determined by the Promoter/association of allottees/competent authority, as the case may be, after issuance of the occupancy certificate for the Project. The Promoter shall hand over the occupancy certificate of the (Apartment/Plot), as the case may be, to the allottee at the time of conveyance of the same.

(7.3.) **Failure of Allottee to take Possession of (Apartment/Plot):** Upon receiving a written intimation from the Promoter as per para 7.2, the Allottee shall take possession of the [Apartment/Plot] from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the [Apartment/Plot] to the allottee. In case the Allottee fails to take possession within the time provided in para 7.2, such Allottee shall continue to be liable to pay maintenance charges as specified in para 7.2.

(7.4.) **Possession by the Allottee**-After obtaining the occupancy certificate and handing over physical possession of the [Apartment/Plot] to the Allottees, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including common areas, to the association of the Allottees or the competent authority, as the case may be, as per the local laws.

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

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

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

Except for occurrence of a Force Majeure event, if the promoter fails to complete or is unable to give possession of the [Apartment/Plot] (i) in accordance with the terms of this Agreement, duly completed by the date specified in Para 7.1; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act; or for any other reason; the Promoter shall be liable, on demand of the allottees, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the [Apartment/Plot], with interest at the rate specified in the Rules including compensation in the manner as provided under the Act within 45 days of it becoming due. Provided that where if the Allottee does not intend to withdraw from the Project, the Promoter shall pay the Allottee interest at the rate prescribed in the Rules for every month of delay, till handing over of the possession of the [Apartment/Plot], which shall be paid by the Promoter to the Allottee within 45 days of it becoming due.

8. *Representations and Warranties of the Promoter.*— The Promoter hereby represents and warrants to the Allottee as follows:

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

(ii) The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;

(iii) There are no encumbrances upon the said Land or the Project;

(in case there are any encumbrances on the land provide details of such encumbrances including any rights, title, interest and name of party in or over such land)

(iv) There are no litigations pending before any Court of law or Authority with respect to the said Land, Project or the (Apartment/Plot);

(v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and (Apartment/Plot) are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Land, Building and (Apartment/Plot) and common areas;

(vi) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;

(vii) The Promoter has not entered into any Agreement for Sale and/or development agreement or any other agreement/arrangement with any person or party with respect to the said Land, including the Project and the said (Apartment/Plot) which will, in any manner, affect the rights of Allottee under this Agreement;

(viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said (Apartment/Plot) to the Allottee in the manner contemplated in this Agreement;

(ix) At the time of execution of the conveyance deed, the Promoter shall handover lawful, vacant, peaceful, physical possession of the [Apartment/Plot] to the Allottee and the common areas to the association of allottees or the competent authority, as the case may be;

(x) The Scheduled Property is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Scheduled Property;

(xi) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the Competent Authorities till the completion certificate has been issued and possession of apartment, plot or building, as the case may be, along with common areas (equipped with all the specifications, amenities and facilities) has been handed over to the allottee or the association of allottees or the competent authority, as the case may be; and

(xii) No notice from the appropriate Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon to the Promoter in respect of the said Land and/or the Project.

9. *Events of Defaults and Consequences.*— (9.1.) Subject to the Force Majeure conditions, the Promoter shall be considered a Defaulter, in the following events:

(i) Promoter fails to provide ready to move in possession of the (Apartment/Plot) to the Allottee within the time period specified in Para 7.1 or fails to complete the project within the stipulated time disclosed at the time of registration of the project with the Authority. For the purpose of this Para, 'ready to move in possession' shall mean that the (Apartment/Plot) shall be in a habitable condition which is complete in all respects including the provision of all specifications, amenities and facilities, as agreed to between the parties, and for which occupation certificate has been issued by the Planning Authority;

(ii) Discontinuance of the Promoter's business as a developer on account of suspension or revocation of his registration under the provisions of the Act or rules or regulations made thereunder.

(9.2.) In case of any Default committed by Promoter under the conditions listed above, Allottee is entitled to the following:

(i) Stop making further payments to Promoter as demanded by the Promoter. If the Allottee stops making payments, the Promoter shall correct the situation by completing the construction milestones and thereafter, the Allottee shall be required to make the next payment without any interest; or

(ii) The Allottee shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the [Apartment / Plot], along with interest at the rate prescribed in the Rules within forty-five days of receiving the termination notice:

Provided that when an Allottee does not intend to withdraw from the project or terminate the Agreement, he shall be paid, by the promoter, interest at the rate prescribed in the Rules, for every month of delay till the handing over of the possession of the [Apartment/Plot] which shall be paid by the promoter to the allottee within forty-five days of it becoming due.

(9.3.) The Allottee shall be considered a Defaulter, on the occurrence of the following events:

(i) In case the Allottee fails to make payments for consecutive demands made by the Promoter as per the Payment Plan [schedule C] annexed hereto, despite having been issued notice in this regard, the allottee shall be liable to pay interest to the promoter on the unpaid amount at the rate prescribed in the Rules;

(ii) In case of Default by Allottee under the condition listed above continues for a period beyond consecutive months after notice from the Promoter in this regard, the Promoter shall cancel the allotment of the [Apartment/Plot] in favour of the Allottee and shall refund the amount to the allottee after deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated. Provided that the promoter shall intimate the allottee about such termination at least thirty days prior to such termination of agreement.

10. *Conveyance of the said Apartment/Plot.*— The Promoter, on receipt of Total Price of the [Apartment/Plot] as per Para 1.2 under the Agreement from the Allottee, shall execute a conveyance deed and convey the title of the (Apartment/Plot) together with proportionate indivisible share in the Common Areas to the allottee within three months from the date of issuance of the occupancy certificate. However, in case the Allottee fails to deposit the stamp duty and/or registration charges and all other incidental and legal expenses towards execution of conveyance deed, so demanded within the period mentioned in the notice, the Allottee authorizes the Promoter to withhold registration of the conveyance deed in his/her favour till payment of stamp duty and registration charges to the Promoter is made by the Allottee.

11. *Maintenance of the said Building/Apartment/Project.*— The Promoter shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the project by the association of allottees or the competent authority, as the case may be, as per the local laws from the date of issuance of the occupancy certificate at reasonable charges from the allottees.

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

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

13. *Right of Allottee to use Common Areas and Facilities Subject to Payment of Total Maintenance Charges.*— The Allottee hereby agrees to purchase the (Apartment/Plot) on the specific understanding that his/her right to the use of Common Areas shall be subject to timely payment of total maintenance charges, as determined and thereafter billed by the maintenance agency appointed or the association of allottees (or the

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

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

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

16. *General Compliances.*— (16.1.) **With Respect to the Apartment:**

(16.1.1.) Subject to Para 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the Apartment at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the (Apartment/Plot), or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Apartment and keep the Apartment, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter *etc.*, of the Building is not in any way damaged or jeopardized.

(16.1.2.) The Allottee further undertakes, assures and guarantees that he/she would not put any sign-board /name-plate, neon light, publicity material or advertisement material *etc.*, on the face/facade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottees shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further, the Allottee shall not store any hazardous or combustible goods in the Apartment or place any heavy material in the common passages or staircase of the Building. The Allottee shall also not remove any wall, including the outer and load bearing wall of the Apartment.

(16.1.3.) The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter by the association of allottees and/or maintenance agency appointed by association of allottees. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

(16.2.) With Respect to the Plots:

(16.2.1.) Subject to Clause 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the Plot at his/her own cost and shall not do or suffer to be done anything in or the Plot, or the compound walls, roads, common areas or circulation areas which may be in violation of any laws or rules of any authority and keep the Plot, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good repair and maintain the same in proper condition.

(16.2.2.) The Allottee further undertakes, assures and guarantees that the Allottee shall not store any hazardous or combustible goods in the plot. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

17. *Compliance of Laws, notifications etc., By parties.*— The Parties are entering into this Agreement for the allotment of a (Apartment/Plot) with the full knowledge of all laws, rules, regulations, notifications applicable to the Project.

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

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

20. *The Puducherry Apartment Ownership Act.*— The Promoter has assured the Allottees that the project in its entirety is in accordance with the provisions of the Puducherry Apartment Ownership Act, 1987 (Act 8 of 1987).

The Promoter showing compliance of various laws/regulations as applicable in the Union territory of Puducherry.

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

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

23. *Right to Amend.*— This Agreement may only be amended through written consent of the Parties.

24. *Provisions of this Agreement Applicable on Allottee/ Subsequent Allottees.*— It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the (Apartment/Plot) and the Project shall equally be applicable to and enforceable against and by any subsequent Allottees of the (Apartment/Plot), in case of any transfer, as the said obligations also pass along with the (Apartment/Plot) for all intents and purposes.

25. *Waiver not a Limitation to Enforce.*— (25.1.) The Promoter may, on his sole option and discretion, without prejudice to his rights as set out in this Agreement, waive the breach by the Allottee in not making payments as per the Payment Plan (schedule C) including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the Promoter in the case of one Allottee shall not be construed to be a precedent and /or binding on the Promoter to exercise such discretion in the case of other Allottees.

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

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

27. *Method of Calculation of Proportionate Share Wherever Referred to in the Agreement.*— Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee(s) in Project, the same shall be calculated proportionately with the carpet area of the (Apartment/Plot) bears to the total carpet area of all the (Apartments/Plots) in the Project.

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

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

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

..... Name of Allottee

..... (Allottee Address)

M/s. Promoter name

..... (Promoter Address)

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

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

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

33. *Governing Law.*— That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the Act or rules or regulations made thereunder including other applicable laws of India for the time being in force.

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

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

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

Signed and Delivered by the within Named.

Allottee: (including joint buyers)

1. Signature

Name

Address

Please affix
photograph and
sign across the
photograph

2. Signature

Name

Address

Please affix
photograph and
sign across the
photograph

Signed and Delivered by the within Named.

Promoter

1. Signature (Authorised signatory)

Name

Address

At on in the presence of:

Witnesses:

1. Signature

Name

Address

2. Signature

Name

Address

Schedule 'A' - Please Insert Description of the (Apartment/Plot) and the Garage/Covered Parking (If Applicable) along with Boundaries in Aal Four Directions.

Schedule 'B' - Floor Plan of the Apartment and Assigned Car Space (Apartment) or Layout Plan of the Project (Plotted Development).

Schedule 'C' - Payment Plan by the Allottee.

Schedule 'D' - Specifications, Amenities, Facilities (Which are Part of the [Apartment/Plot]).

Schedule 'E' - Specifications, Amenities, Facilities (Which are Part of the Project).

Schedule 'F' - Building Plan/Layout Plan Permit Granted by Planning Authority.

Schedule 'G' - Approved Building Plan/Layout Plan of the Project by Planning Authority.

Schedule 'H' - Registration Certificate of the Project by the Puducherry Real Estate Regulatory Authority.

Schedule 'I' - Legal Title Deed of the Project.

(The 'Schedules' to this Agreement for Sale shall be as agreed to between the Parties).

S. THAMMU GANAPATHY.

Deputy Secretary to Government (Housing).

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