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राजपत्र, हिमाचल प्रदेश

हिमाचल प्रदेश राज्य शासन द्वारा प्रकाशित

मंगलवार, 31 मार्च, 2026 / 10 चैत्र, 1947

हिमाचल प्रदेश सरकार

LABOUR EMPLOYMENT & OVERSEAS PLACEMENT DEPARTMENT

NOTIFICATION

Shimla-171 002, the 8th January, 2026

No : LEP-E/1/2024.—In exercise of the powers vested under section 17 (1) of the Industrial Disputes Act, 1947, the Governor Himachal Pradesh is pleased to order the publication of

284—राजपत्र / 2025—31—03—2026

(14219)

24	Printing and Stationery	(Revenue)	67,73,056	47,491	68,20,547
25	Road and Water Transport	(Revenue) (Capital)	2,50,70,32,000 96,89,00,000	2,08,124 —	2,50,72,40,124 96,89,00,000
26	Tourism and Civil Aviation	(Revenue) (Capital)	32,42,88,403 96,34,39,348	2,25,310 —	32,45,13,713 96,34,39,348
27	Labour, Employment and Training	(Revenue) (Capital)	8,85,94,750 4,01,00,000	74,26,392 —	9,60,21,142 4,01,00,000
28	Urban Development, Town and Country Planning and Housing	(Revenue) (Capital)	5,20,33,15,647 90,00,00,000	5,00,000 —	5,20,38,15,647 90,00,00,000
29	Finance	(Revenue) (Capital)	6,000 16,27,500	17,000 2,61,98,45,52,000	23,000 2,61,98,61,79,500
30	Miscellaneous General Services	(Revenue) (Capital)	16,11,53,498 1,18,33,43,000	1,76,121 —	16,13,29,619 1,18,33,43,000
31	Tribal Area Development Programme	(Revenue) (Capital)	60,27,15,853 16,19,59,400	1,83,42,043 11,33,157	62,10,57,896 16,30,92,557
32	Scheduled Castes Development Programme	(Revenue) (Capital)	4,60,11,87,448 78,42,61,156	5,25,000 18,43,000	4,60,17,12,448 78,61,04,156
	Total	(Revenue)	76,71,87,36,738	2,04,91,19,508	78,76,78,56,246
		(Capital)	62,38,11,03,848	2,63,47,05,82,665	3,25,85,16,86,513
	Grand Total		1,39,09,98,40,586	2,65,51,97,02,173	4,04,61,95,42,759

THE REAL ESTATE REGULATORY AUTHORITY HIMACHAL PRADESH

NOTIFICATION

Shimla -2, 31st March, 2026

No. /HP/RERA-(A)-3-2/Regulations/2023/Vol-1-3473.—In exercise of the powers conferred under section 85 of the Real Estate (Regulation and Development) Act, 2016 (Act No. 16 of 2016) read with the Himachal Pradesh Real Estate (Regulation and Development) Rules, 2017 and all other powers enabling it on that behalf, the Himachal Pradesh Real Estate Regulatory Authority, hereby makes the following Regulation:

1. Short title and commencement.—(1) This Regulation may be called the Himachal Pradesh Real Estate Regulatory Authority “(Mandatory Bank Accounts)” Regulation No.7 of 2026.

(2) This Regulation shall come into force from the date of its publication in the Official Gazette of Himachal Pradesh.

(3) This Regulation shall apply to all registered real estate projects and promoters who have applied for registration of real estate projects falling within the jurisdiction of the Authority in the State of Himachal Pradesh.

CHAPTER-I

PRELIMINARY

2. Definitions:

- (1) In these Regulation, unless the context otherwise requires:
- (i) “**Act**” means the Real Estate (Regulation and Development) Act, 2016
 - (ii) “**Authority**” means the Real Estate Regulatory Authority, Himachal Pradesh, established under sub-section (1) of section 20 of the Act.
 - (iii) “**no lien account**” means bank account without any third-party rights or security interests;
 - (iv) “**no lien fixed deposit**” means fixed deposit without any third-party rights or security interests.
- (2) Words and expressions used but not defined in these Regulation, but defined in the Act or the Rules, as the case may be, shall have the same meaning respectively as assigned to them in the Act or the Rules.

3. Purpose:

This regulation is are meant to define the types and categories of the accounts required to be opened by the promoter prior to registration of the project with the Authority, prescribe purpose and procedures for utilization of funds collected from the allottees and closure of accounts on completion of the projects.

CHAPTER II

PROJECT ACCOUNTS

4. Mandatory project accounts to be opened by the promoter:

- (1) Every promoter of real estate project shall open three bank accounts before registration of project, namely ‘Project Master Account’, ‘Project RERA Escrow Account’ and ‘Project Free Account’.

CHAPTER III**NATURE OF PROJECT ACCOUNTS****5. Nature of 'Project Master Account':**

- (1) The 'Project Master Account' shall be a separate bank account to be maintained by the promoter in a scheduled bank, wherein 100% receivables from the allottees shall be deposited; this account shall be free from all encumbrances, lien, loan and control of any third party, i.e. lender / bank / financial institution; this account must be mentioned in the application form, builder-buyer agreement & other documents wherever required; this account can only be changed with the prior written permission of the Authority.
- (2) The bank wherein the 'Project Master Account' has been opened shall ensure that no debit or withdrawal is permitted from this account by way of cheque, debit card, credit card or net banking facility or any other means (e.g., demand draft, bank guarantee etc.) except through auto-sweep of seventy percent of the amount to the 'Project RERA Escrow Account' and not more than thirty percent of the amount to the 'Project Free Account'.

6. Nature of 'Project RERA Escrow Account':

- (1) The 'Project RERA Escrow Account' shall be a separate bank account to be maintained by the promoter in a scheduled bank wherein seventy percent of the amount realised from the allottees of the project is to be deposited as per section 4(2)(I)(D) of the Act to cover the cost of land and construction of the project. This account shall be free from all encumbrances, lien, loan and control of any third party i.e. lender / bank / financial institution.
- (2) The seventy percent amount from the "Master Account" shall be transferred to this account automatically at the end of each business day. The funds shall be released from this account upon submission of relevant certificates as per the provisions of the Act. This account is in the nature of reimbursement account for reimbursement of expenditure incurred and paid on proportionate land cost and construction cost.
- (3) The promoter shall withdraw the amounts from this account to cover the cost of land and construction only, in proportion to the percentage of completion of the project. The project engineer, project architect and project chartered accountant shall certify before the amount is withdrawn that withdrawal being made is in proportion to the percentage of completion of the project.

7. Nature of 'Project Free Account':

- (1) The 'Project Free Account' shall be a separate bank account to be maintained by the promoter in a scheduled bank wherein the residual amount of thirty percent after depositing seventy percent of the amount realised from the allottees in 'RERA Escrow Account' shall be kept. The thirty percent amount from the 'Project Master Account' shall be transferred to this account automatically at the end of each business day.

- (2) The promoter may use the funds available in this account for business activities related to the same project provided the Authority has not issued any directions to the contrary.

CHAPTER IV

OPENING AND OPERATION OF ACCOUNTS

8. Opening and operation of Project Master Account of the Project:

- (1) The promoter shall maintain the 'Project Master Account' for each project registered with the Authority separately.
- (2) 'Project Master Account' opened in a scheduled bank shall have the name of the project along with the name of the account holder. For example, if the name of the promoter is M/s ABC Ltd., and the name of the project is XYZ, then the description of the account will be 'Project Master Account of ABC Ltd. for project XYZ.'
- (3) The promoter shall give an affidavit in H.P. RERA in **Form 1** incorporating the standing advice given by it to the bank for auto-transfer of not less than seventy percent of the amount collected from the allottees in the account to the 'Project RERA Escrow Account' and not more than thirty percent of the amount to the 'Project Free Account.'
- (4) No cheque book, debit card, credit card, net banking facility shall be allowed on this account.
- (5) The promoter shall publish the particulars of the 'Project RERA Escrow Account' in every advertisement, prospectus / brochure of the project and also on the Allotment Letter, Agreement for Sale and / or any other document for communication with the existing / prospective homebuyers for the purposes of receiving payments for the project.

9. Opening and operation of Project RERA Escrow Account:

- (1) Every promoter shall maintain a 'Project RERA Escrow Account' for every project registered with the Authority, HP separately.
- (2) The 'Project RERA Escrow Account' opened shall have the name of the project alongwith the name of the holder of the promoter of the project. For example, if the name of the promoter is **M/s ABC Ltd.**, and the name of the project is **XYZ**, then the name of the account should reflect as '**ABC RERA Escrow Account for XYZ**'.
- (3) No cheque book, debit card, credit card, net banking facility shall be allowed on this account.
- (4) The money from this account shall be utilised only for meeting the following expenditures incurred on the project:

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- (i) Cost for acquisition of land, payment of external and internal development cost, obtaining charges, development rights, additional FAR, if any, before completion of project, TDR (Transfer of Development Rights), legal expenses, stamp duty, transfer charges and registration;
 - (ii) Cost including fees etc. of construction including common facilities;
 - (iii) Costs of obtaining project related clearances etc.;
 - (iv) Cost of obtaining project related services like water, electricity etc.;
 - (v) Hire charges for machinery and equipment and depreciation cost of machinery and equipment purchased so long these costs are directly incurred for construction of the concerned project;
 - (vi) Repayment of principal amount of loan except payment of interest;
 - (vii) Cost of services of consultants like Chartered Accountant, Architect, Engineers etc.;
 - (viii) Payment of refund to the allottees on cancellation or withdrawal (only up to seventy percent); and
 - (ix) Cost of site office of the project and staff.
- (5) No expenditure shall be made from this account for any other purpose like advertisements & marketing of the project, payment of penalties, fines, interest on capital, assured return, commitment charges or any other incentive, by whatever name called.
 - (6) No credits other than the seventy percent amount from the 'Project Master Account' and secured / unsecured finances availed shall be allowed in the 'Project RERA Escrow Account'. In case of a project, where the estimated cost to complete the project is higher than estimated amount of total receivables at any stage, hundred percent of the amount collected from the allottees (other than pass through charges and indirect taxes) shall be deposited in the 'Project RERA Escrow Account' till situation is eased out.
 - (7) All the secured and unsecured loans availed to finance the project shall also be deposited in this 'Project RERA Escrow Account'. The secured financing shall also include any amount received through issuance of Non-Convertible Debentures (NCDs) where the project assets are mortgaged to debenture holders.
 - (8) The money lying in the 'Project RERA Escrow Account' may be put in fixed deposits with the bank operating the 'Project RERA Escrow Account' provided it is a 'No Lien Fixed Deposit' and the promoter shall avail no loan against such fixed deposits or create any charge on them. The interest earned from such deposits shall only be utilized towards cost of land and construction.
 - (9) The promoter as well as the banks shall ensure that no withdrawals from this account are made without the three certificates given by the Architect, Engineer and Chartered Accountant of the project in format prescribed under Annexure-6,

Annexure -7, and Annexure- 8, respectively certifying that the withdrawal is in proportion to the percentage of completion of the project, as mandated as per section 4 (2) (1) (D) of the Act. The promoter shall ensure that every certificate signed by the Architect and the Chartered Accountant bears their Registration or Unique Document Identification Number (UDIN) and seal of completion of the project, as mandated as per section 4 (2) (1) (D) of the Act.

(10) The Promoter shall be eligible to withdraw the cost towards the land from the 'Project RERA Escrow Account' only in proportion to the construction completed.

10. Operation of Project RERA Free Account.—(1) The promoter shall maintain a 'Project Free Account' for each project registered with H.P. RERA separately.

(2) The 'Project Free Account' shall have the name of the project alongwith the name of the holder of the Project Master Account. For example, if the name of the Promoter is M/s ABC Ltd. and the name of the project is XYZ, then the name of the account should reflect as 'ABC - RERA Free Account for XYZ Project'.

(3) Only upto thirty percent of the total amount received from the allottees of the project can be transferred to this account.

(4) The account shall be used for meeting all expenses other than directly related to the construction of the project like release of advertisements, payment of interest on loans, refunds to the allottees on cancellation or withdrawal only upto 30 percent and interest on refund, delayed possession charges and compensation.

CHAPTER V

COST OF LAND

11. Calculation of land cost and construction cost shall cost of real estate project.—

(1) The land cost shall be the cost paid or incurred by the promoter to make an outright purchases, obtaining development rights (as per collaboration agreement), lease including registration charges, stamp duty and brokerage cost etc. and such cost shall be declared by the promoter at the time of registration.

(2) The construction cost shall be the cost incurred by the promoter, towards the on-site expenditure for the physical development of the project inclusive of all statutory charges as well as external development charges (EDC) and infrastructural development charges.

CHAPTER VI

LOAN ON PROJECT OR LAND

12. Details of loan and other encumbrances at the time of registration of the project.— The promoter shall provide details of all secured and unsecured loans and encumbrances created on the land of the project or project at the time of registration of the project, giving name of the lender, address of the lender, date of borrowing & disbursement, amount sanctioned, amount disbursed, amount outstanding, details of mortgage and mode of repayment.

13. Availing of loan by the promoter after registration.—(1) The promoter, after executing an agreement for sale for any apartment, plot or building, as the case may be, shall not mortgage or create a charge on such apartment, plot or building, as the case may be, 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, it shall not affect the right and interest of the allottee who has taken or agreed to take such apartment, plot or building, as the case may be.

(2) The promoter shall inform the Authority in writing within thirty days of availing any loan or creation of mortgage on project land or project or both, after registration of the project, giving reasons for availing such a loan and its impact on the project cost.

(3) The promoter, if availing any loan on the project or land for the project shall deposit the loan amount either in 'Project RERA Escrow Account' or 'Joint Escrow Account' to be operated by the lender and the promoter as allowed by the Authority.

(4) The loan taken against land or the project, shall be utilized for meeting the cost of land and construction of project only. Withdrawals from the 'Joint Escrow Account' shall also be done as per the procedure followed for withdrawals from the 'Project RERA Escrow Account'.

CHAPTER VII

CHANGE OF BANK ACCOUNTS

14. Change of bank accounts.—(1) **The promoter shall not change any project account, 'Project Master Account' 'Project RERA Escrow Account' and 'Project Free Account' form one bank to another.**

(2) However, in **exceptional cases**, where there is a genuine necessity or requirement, the Authority may allow a change of project bank account. In such cases, the promoter may apply for the change through the **updation module** available on the HP RERA website.

(3) The application must include;

- a. Reason for the change of the bank account.
- b. Necessary documents supporting the request.
- c. Detail of the balance amount remaining in the current bank account, if any.
- d. Affidavit of the Promoter stating that the existing balance has been transferred to the new account.
- e. Certificate from the Chartered Accountant confirming that all amounts have been transferred to the new account.

CHAPTER VIII

REPORTING TO THE AUTHORITY

15. Reporting of expenditure from the 'Project RERA Escrow Account':

The Promoter shall upload the certificates issued by the Architect, Engineer, and Chartered Accountant, certifying that the expenditure incurred during the last quarter is in proportion to the

percentage of completion of the project, in accordance with Section 4(2)(l)(D) of the Act, as part of the Quarterly Returns/Reports (QRR).

The various annexures and certificates to be submitted by professionals along with the Quarterly Progress Reports (QPR) / Annual Progress Reports (APR) are specified in Table No. 12 of the QPR Form. However, the certificates issued by the Architect, Engineer, and Chartered Accountant are included under Annexures 6 to 12 of HP RERA(QPR) Regulation-2.

16. Auditing and submission of Annual Accounts of the project:

Every promoter shall have the project accounts audited within six months after the end of every financial year by a chartered accountant in practice and submit with Annual Report. It shall be verified during the audit that the amounts collected for a particular project have been utilised for the project and the withdrawals have been in compliance with the proportion to the percentage of completion of the project.

17. Penalty for submission of defective Audited Accounts statements or false information in Audited Accounts Statement or non-submission of the Audited Accounts Statements by the Promoter.—(1) The Authority may levy a penalty up to **the maximum prescribed under section 61 of the Act** and/or revoke registration for non-submission of project Audited Account or submission of defective Audited Accounts or false information in Audited Accounts:

Provided that no penalty shall be levied as above or registration revoked unless an opportunity of being heard is given to the promoter.

(2) For the purposes of sub-clause (1) above, a **defective Audited Accounts Statement** shall be one which is either not complete or is not accompanied by the relevant/mandatory documents.

(3) If any Chartered Accountant, Architect, or Engineer, as approved by the Authority at the time of project registration, is found to have made a false statement or certification while permitting withdrawal from the project's RERA escrow account, the Authority shall inform the concerned regulatory body, such as the ICAI, Council of Architecture, or other relevant body, for taking necessary action against such professional.

CHAPTER IX

POWERS OF THE AUTHORITY

18. Audit, inspection and scrutiny of project accounts.—(1) The Authority may at any time order an **audit of accounts** or inspection of books of accounts, ledgers, bank statements, vouchers, documents and records maintained by the promoter in respect of any project. (2) The Authority may require the promoter to produce any information, documents or explanations in relation to the project accounts that it may deem necessary to verify compliance with these Directions and the provisions of the Act and the Rules.

19. Penalty for misappropriation or mis-utilization of funds:

(1) The promoter shall be liable for any misappropriation or mis-utilization of funds from project accounts in violation of the Act, the Rules and these Regulations.

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- (2) On satisfaction of misappropriation or mis-utilization of funds by the promoter, the Authority may recommend **criminal action** against the promoter under relevant provisions of the Act; and/or

revoke the registration of the project after giving an opportunity of being heard to the promoter.

20. Powers of Authority to freeze or de-freeze accounts:

- (1) Upon revocation of the registration of the project, the Authority shall direct the bank holding the project accounts to **freeze the accounts** and thereafter take such further necessary actions, including consequent de-freezing of the said accounts, for facilitating the remaining development work of the project in accordance with the provisions of the Section 8 of the Act.
- (2) The Authority may require the promoter to furnish such information relating to the accounts of the project as it may deem fit in the interest of the allottees or get the bank accounts of the project, along with any other account(s) in which the money collected from the allottees of the project or raised by way of project finance, verified/audited by an auditing firm/auditor/chartered accountant from time to time in discharge of its functions. The promoter shall promptly provide such information, facilitate such auditors or chartered accountants and provide all the information and documents as may be required to complete such verification or audit, as the case may be, under the orders of the Authority.
- (3) The cost of such audit or verification of the accounts of the project shall be borne by the promoter in the manner as decided by the Authority.

CHAPTER X

OBLIGATION OF BANKS

21. Obligations of Banks:

- (1) Banks shall warrant promoters to open and maintain **three bank accounts** namely 'Project Master Account', 'Project RERA Escrow Account' and 'Project Free Account' for all projects registered with the Authority.
- (2) Banks shall follow the nomenclature prescribed in these Directions for the three bank accounts.
- (3) Banks shall send to the Authority details of the three accounts opened, certifying having received instructions as detailed in **Form 1** within **fifteen days** of opening of accounts.
- (4) No cheque book, debit card, credit card, net banking facility shall be allowed on the **Project Master Account**.
- (5) Banks shall be **obliged to automatically transfer:**

- **70%** of the funds deposited in the **Project Master Account** to the **Project RERA Escrow Account**, and
 - **Not more than 30%** of the funds to the **Project Free Account**.
This ensures compliance with the fund allocation requirements prescribed under HP RERA.
- (6) Banks shall ensure that the withdrawals/transfers from the **Project RERA Escrow Account** are made directly to the biller or vendor or contractor as certified respectively by the chartered accountant, architect and Engineer as approved by the Authority while registering the project.
- (7) Banks shall not allow any lien by any bank, NBFC, lender and/or investor or by any institution/person etc. to be placed on the **Project RERA Escrow Account**.
- (8) In case of any suspicion on the quantum of withdrawal made admissible from the 'Project Master Account', the concerned bank must bring the issue to the knowledge of the Authority before allowing the withdrawal.
- (9) Banks must ensure that the certificate(s) signed by the Chartered Accountant necessarily includes **UDIN (Unique Document Identification Number)**.
- (10) Banks shall stop the withdrawals/transfers from the 'Project RERA Escrow Account' immediately upon lapse of validity of registration of the project.

CHAPTER XI

CLOSURE OF PROJECT ACCOUNTS

22. Closure of the Project Bank Accounts on completion of the Project.—(1) The Authority may permit the promoter to close the project accounts after completion of the project and fulfillment of conditions provided under section 11 of the Act.

(2) The promoter shall apply to the Authority for its permission to close the project accounts after receipt of the **completion/occupancy certificate** for the project from the competent authority, with the following documents:

- (i) Completion/occupancy certificate from the competent authority;
- (ii) Architect's and Structural Engineer's certificate in **form 2**
- (iii) List of total number of allottees giving details of their units and parking slots;
- (iv) Details of balance in three accounts;
- (v) Copies of Annual Statement of Accounts for all financial years since registration of the project;
- (vi) Chartered Accountant's certificate in **form 3**

- (vii) An affidavit in **Form 4** duly certified by the authorised signatory of the promoter that it has paid all the outgoings as provided under section 11(4)(g) of the Act;
- (viii) An affidavit that an Association of Allottees has been formed and that all common facilities have been handed over to the Association of Allottees;
- (ix) An affidavit confirming that all the liabilities pertaining to orders of refund, penalties or late fee etc., passed by HP-RERA as per the provisions of the Act, the Rules, the Regulations and Directions have been discharged by the promoter.

(3) The Authority, after examining the application, may grant permission to the promoter to close the project accounts and withdraw the balance, if any. However, the promoter will not be absolved of the responsibilities un-discharged and not disclosed by it to the Authority at the time of the application for closure of the project accounts, and of liabilities under section 14(3) of the Act:

Provided that a Bank Guarantee equivalent to 2% of the total funds received in the Project RERA Escrow Account shall be submitted by the Promoter, with a validity of 5 years to cover the defect liability period.

CHAPTER XII

MISCELLANEOUS

23. Violation of these Directions.—Any violation of these Directions shall be punishable under section 61 of the Act, 2016 and may also result in revocation of the registration.

25. Interpretation of Directions.—If any doubt arises as to the interpretation of these Regulations, the decision of the Authority shall be final and binding on all concerned.

Form-1

Affidavit for Bank Accounts of Project
(Notarized) (For New Registration only)

To,

The Chairperson,
Real Estate Regulatory Authority,
Himachal Pradesh, Shimla -171002.

Sub.—Affidavit/Declaration for Bank Accounts for the Project

Sir

I,.....Promoter of theproject / authorized signatory of the Promoter of the.....project, do hereby solemnly declare, undertake and state that the following bank accounts have been opened for the project.....(Name of Project).

I certify that I have given written standing advice to the bank where three project accounts have been opened for instant auto transfer of 70 percent of the money collected from allottees in "Project Master Account" to the "Project RERA ESCROW Account" and not more than 30 percent to the "Project Free Account" of the project.

Sl .	Detail	Project Master Account	Project RERA ESCROW Account	Project Free Account
1.	Name Account			
2.	Account Number			
3.	Bank Name			
4.	Branch Address			
5.	IFSC Code			
6.	Branch Email ID			
7.	Branch Phone no.			

Deponent

Verification

The Contents of this Affidavit cum Declaration are true and correct nothing material and has been concealed by me therefrom.

Verified by me at.....on this.....date of.....

Deponent.

Form2

(ARCHITECT'S AND STRUCTURAL ENGINEER'S CERTIFICATE)

To be issued on completion of entire project

Date:

To

The Chairperson,
Real Estate Regulatory Authority,
Himachal Pradesh, Shimla -171002.

Subject.—Certificate on completion for the construction work of Project with all common facilities and infrastructure.

Sir,

We..... had undertaken assignment as project Architect/ Project Structural Engineer for construction work ofproject located at..... and bearing RERA Registration No. and we certify that the projecthas been completed with all common facilities and infrastructure as per sanction plans/ revised sanctioned plans dated approved by and no deviation has been found. A detailed report is enclosed

Your faithfully

Sd/-

Mr/Ms/Mrs.....
Structural Engineer.

Form 3

CA's CERTIFICATE

(To be issued on completion of entire project)

Date:

To,

The Chairperson,
Real Estate Regulatory Authority,
Himachal Pradesh, Shimla -171002.

Subject.—Certificate on completion of.....project with all common facilities and infrastructure.

Sir,

I hereby certify that all monies received by way of payments by the allottees and loan have been spent as per the Real Estate (Regulation and Development) Act, 2016 provisions on the project only and no amount has been misappropriated, diverted or spent on any other project. At present there are no outstanding liabilities on the project or land for the project and both the project and project land are encumbrance free. As on date the balance in three project accounts is as follows:—

Project Master Account Project
RERA Escrow Account
Project Free Account

Your faithfully

Sd/-

CA's Signature: Name (IN BLOCK LETTERS) with (UDIN No).

Form 4-Affidavit (Notarized)

I,.....age years, Promoter of the Real Estate Project / authorized representative of the Promoter, *vide* authorization dated....., do hereby solemnly declare, undertake and state on oath in compliance of Section 17 of the Real Estate (Regulation and Development) Act, 2016 as under:—

1. That, the project.....registered with HP RERA *vide* Registration no.....dated..... has been completed as per building plans / revised building plans sanctioned by the competent authority *i.e.*.....dated.....with no deviation or with deviations which have been regularized *vide* competent authority's order no.....dated.....
2. That, the Completion /Occupancy Certificate no.....dated.....issued by.....has been received for.....project.
3. That, all the development works, services, common areas and facilities, EWS component of the said project have been completed and are ready to use.
4. That, till date out of the total.....units,.....number of units have been booked and.....number of units are still pending for sale.
5. That, no loan has been availed or all loans have been paid off, and as such there is no encumbrance on the legal titles or rights of the Allottees or the Association of Allottees ofproject.
6. That, all outstanding dues to the Government Authorities have been paid and presently there is no liability on the project except.....
7. That all the liabilities pertaining to orders of refund, penalties or late fee etc., passed by HP RERA, as the per the provisions of the Act, the Rules, the Regulations and Directions have been discharged.
8. That, the Project Architect Mr./Ms./Mrs.....whose COA no. is.....and Structural Engineer Mr. / Ms. / Mrs.....have given **Form**.....
9. That, Chartered Accountant, Mr./Ms./Mrs.....Registration no.....has given **Form**.....

The Contents of this Affidavit cum Declaration are true and correct and nothing material has been concealed.

Deponent.

Verified by me at.....on this.....date of.....

Deponent.

