

**REAL ESTATE REGULATORY AUTHORITY
HIMACHAL PRADESH**

**HELP BOOK TO FILL THE APPLICATION FORM
FOR THE REGISTRATION OF PROJECT**

GUIDELINES FOR REGISTRATION OF PROJECTS

1. Please click on Sign-Up on the extreme right-side top corner on the Home Page of the Website, <https://hprera.nic.in> and proceed to fill your details as asked for. Alternatively, you may also click on the Registration Tab on Menu Bar of the Home Page, where a drop-down Menu will open, please select Real Estate Project - Apply Online. After selecting the same you will be directed to Sign-Up page.
2. In the Sign-Up window, please select the Promoter Tab and select the Promoter type, whether Individual or Non-individual (Firms/Companies/Association of Persons/Societies/Any Other Entity other than Individual).
3. Please proceed to fill the requisite fields, Email Address, Mobile Number, Passwords etc. as per provided guidelines. By entering / pressing the Sign-Up Button (green button at the bottom of the page) an Activation Link will be sent on the submitted Email Address and an OTP on the submitted Mobile Number.
4. Please open your Email and click on the received Activation Link and fill the OTP as received on the Mobile Number. Select the Activate Button. Your Account has been created.
5. Please go to Sign-In on the top right corner of the Home Page and Sign-In with your Credentials, your Email ID, by default, is your User ID. Please fill the User ID and Passwords, as Prompted and select the Sign-In Button which will open the Dashboard of the applicant PROMOTER, showing three tiles namely: Visit Profile, View Projects and View Complaints.
6. Please select Visit Profile and proceed to add Profile Details. Fill all the required fields in the relevant boxes and attach the relevant documents in the respective fields and save the profile by selecting Save Button in the end. Now, your Profile has been updated successfully. Click OK.
7. A new window will open up showing the Profile Details with an option to Edit the Profile or Lock the Profile. Please ensure that all the provided information is correct as once the Profile is Updated and Locked, it cannot be edited/ corrected/ changed. Please Lock the Profile. ‘
8. A Dashboard of the PROMOTER has been created. A menu provided to facilitating the applicant to Apply for the Registration of the Project and/ or Filing of the Complaint.
9. For Registration of the Project, please click on the **Project Registration>My Projects>Apply for New Project**.

Application Form has 9 Tabs/Forms to be filled in	
Promoter Profile	
1.	Promoter Details
2.	Past project Details
3.	Project Details
4.	Bank Details
5.	Inventory Development Details
6.	Associated Professionals
7.	Documents and Drawings
8.	Project Images
9.	Fees

Help Book to fill the application form for the Registration of Real Estate Project

Category			
1.	Individual	If Land Owner of Project is Individual Owner of the Land and map of the project is approved in his/her name.	Annexure - 1 and Page No.14 to 19
2.	Non-individual (Other)	If Land owner/Owners of project are more than one person and map of the project is approved in their names. OR If Land Owners of project authorises any person, /Company/ Firm or any other entity to develop the project and map is not approved in their name.	Annexure - 2 and Page No. 14 to 19
3.	Company	Company means Registered under Company Act and Land in the Name of Company and Map of the Project approved in the name of company	Annexure - 3 and Page No. 14 to 19
4.	Firm	If Land in the Name of Firm and Map of the Project approved in the name of Firm.	Annexure - 4 and Page No. 14 to 19
5.	Sole Proprietorship Firm	If Promoter of Project is Non Individual Sole Proprietorship Firm	Annexure – 5 and Page No. 14 to 19
6.	Association of person	If Promoter of Project is Non Individual Association of Persons	Annexure – 6 and Page No. 14 to 19
7.	Society	If Land in the Name of Society and Map of the Project approved in the name of Society	Annexure – 7 and Page No. 14 to 19
8.	Trust	If Land in the Name of Trust and Map of the Project approved in the name of Trust	Annexure – 8 and Page No. 14 to 19
9.	Limited Liability Partnership	If Land in the Name of Limited Liability Partnership and Map of the Project approved in the name of Limited Liability Partnership (LLP)	Annexure - 9 and Page No. 14 to 19
10.	Govt. Deptt./Authority etc.	If Land in the Name of Department/Authority etc. and Map of the Project approved in the name of Department/Authority etc.	Annexure – 10 and Page No. 14 to 19

Annexure -1

If Land Owner of Project is Individual Owner of the Land and map of the project is approved in his/her name.

1. Promoter Detail		
Name		<ul style="list-style-type: none"> Please mention name of owner of the land as per revenue record.
Father/Mother/Guardian Name		<ul style="list-style-type: none"> Please fill the name of Father/Mother/Guardian Name
Photograph		<ul style="list-style-type: none"> Please upload the passport size photo of owner of land
Gender		<ul style="list-style-type: none"> Please fill Gender Male/ Female
Promoter Type		<ul style="list-style-type: none"> Please Click on Drop down Menu- Individual
PAN Number & Document		<ul style="list-style-type: none"> Mention PAN number in the field and upload the PAN card of owner of the land.
GST number		<ul style="list-style-type: none"> Upload the GST certificate and number if any, otherwise mention word NIL
Mobile / Alternate mobile number		<ul style="list-style-type: none"> Please mention the mobile number / alternate Mobile number
Email		<ul style="list-style-type: none"> Please mention the email ID / alternate email ID.
Correspondence and permanent address		<ul style="list-style-type: none"> Please fill the complete Correspondence and permanent address and upload copy of address proof such as Aadhar card, voter ID card, driving license, passport or any other Govt. approved document in the link. The address as mentioned in address proof should tally with the address to be filled in link
Project land Owners (Promoters)		<ul style="list-style-type: none"> If the Promoter himself/herself is the Land Owner as per revenue record, he/she need not to fill himself/herself detail again below.
Whether Himachali Agriculturist		<ul style="list-style-type: none"> Please fill yes and upload copy of Agriculturist in the web application under Document in the field "Other Related Document"

Note: In case if owner of the land authorises any person to develop the project on his/her behalf in that case, project is required to be uploaded in the category of **Other** as per **Annexure-2** of the Guidebook/Helpbook.

Annexure-2

i) If Land owner/Owners of project are more than one person and map of the project is approved in their names

OR

ii) If Land Owners of project authorise any person, /Company/ Firm or any other entity to develop the project and map is not approved in their name

Promoter Type	<ul style="list-style-type: none"> Please Click on Drop down Menu- Non Individual In Non Individual Please click on -Others
Other Name	<p>i) Please mention name of all the owners of the land as per revenue record. OR/AND</p> <p>ii) Please mention Name Company/ Firm or any other entity who develop the project and then mention names of all the owners of the land as per revenue record</p>
Registration number of Company/Firm & Registration Certificate	<ul style="list-style-type: none"> Please fill the registration number and Registration certificate in the link if any otherwise mention nil against the space provided for registration number and in Registration certificate, upload the registered non-revocable authority letter from the registrar/sub registrar of the area duly signed by the all owners of land in favour of one person or any other authorized representative.
Whether Himachali Agriculturist	<ul style="list-style-type: none"> Please fill yes or No
PAN Number & PAN Document	<p>i) Please Mention PAN Number of authorised person in PAN Number and upload the PAN cards of all the owners of land by making a single pdf file in PAN Document.</p> <p>ii) Please Mention PAN Number of authorised person /Company/ Firm etc. in PAN Number and upload the PAN card of authorised person /Company/ Firm etc. in Pan Document.</p>
GST number & GST Document	<ul style="list-style-type: none"> Upload the GST certificate and number if any, otherwise mention word NIL
Mobile /Alternate mobile number	<ul style="list-style-type: none"> Please mention the mobile number / alternate Mobile number
Email // Alternate Email	<ul style="list-style-type: none"> Pl mention the email ID / alternate email ID.
Correspondence and permanent address	<ul style="list-style-type: none"> Pl fill the complete correspondence and permanent address along with copy of address proof such as Aadhar card, voter ID card, driving license, passport or any other Govt. approved document as address proof should be uploaded. The address as mentioned in address proof should tally with the address to be filled in link
Project land Owners (Promoters)	<ul style="list-style-type: none"> Please mention the name of all land owners as per revenue record along with all other details in the table by add button
Authorized Signatory	<ul style="list-style-type: none"> Please fill & upload detail of Authorised Signatory like Photo, Name, Contact number Email ID, PAN Number & Document, in the table and in the field of Resolution upload the copy of Authority Letter / non-revocable authority letter from the registrar/sub registrar of the area duly signed by the all Owners/Promoters of land in favour of one person or any other authorized representative.
Additional Member's Details (Partner/ Director/Chairman)	<p>Please fill & upload Details like Photo, Name, PAN Number & Document, Contact Details and Address of Partner (s) etc.</p>

If Land in the Name of Company and Map of the Project approved in the name of company

1. Promoter Detail		
Promoter Type	<ul style="list-style-type: none"> • Please Click on Drop down Menu- Non Individual • In Non Individual Please click on -Company 	
Company Name	<ul style="list-style-type: none"> • Please fill the Name of Company 	
Registration number of Company & Registration Certificate	<ul style="list-style-type: none"> • Please fill company registration number and upload registration certificate in the link. Copy of Master data as down loaded from the web site of Ministry of Corporate Affairs is also required to be uploaded in the link by making a single pdf File. 	
MOA/AOA	<ul style="list-style-type: none"> • Please upload Memorandum and Article of Association of the company 	
PAN Number & PAN Document	<ul style="list-style-type: none"> • Mention PAN Number of the Company in the field and upload the copy of PAN card. 	
GST number & GST Document	<ul style="list-style-type: none"> • Upload the GST certificate and number if any, otherwise mention word NIL 	
Mobile / Alternate mobile number	<ul style="list-style-type: none"> • Please mention the mobile number / alternate Mobile number 	
Email // Alternate Email	<ul style="list-style-type: none"> • Pl mention the email ID / alternate email ID. 	
Correspondence and permanent address	<ul style="list-style-type: none"> • Pl fill the complete Correspondence and permanent address along with copy of address proof such as Aadhar card, voter ID card, driving license, passport, Address given in the Registration Certificate of Company or any other Govt. approved document as address proof should be uploaded. • The address as mentioned in address proof should tally with the address to be filled in link 	
Project land Owners (Promoters)	<ul style="list-style-type: none"> • If the company itself is the Land Owner, in that case need not to add himself/herself again below. 	
Authorized Signatory	<ul style="list-style-type: none"> • Please fill & upload the detail of Authorised Signatory of the Company his/her Photo, Name, Contact number, Email ID, PAN Number & Document, and in the field of Resolution upload the copy of Authority Letter Resolution duly signed by Authorised Officer of the company with date. 	
Additional Member's Details (Partner/Director/Chairman)	<p>Please fill & upload Details of all the Directors like Photo, Name, PAN Number & Document, Contact Details, and Address of all Directors etc.</p>	

If Land in the Name of Firm and Map of the Project approved in the name of Firm

1. Promoter Detail		
Promoter Type		<ul style="list-style-type: none"> • Please Click on Drop down Menu- Non Individual • In Non Individual Please click on -Firm
Name		<ul style="list-style-type: none"> • Please fill Firm name as mentioned in the Firm registration certificate.
Registration Number of Firm & Registration Certificate		<ul style="list-style-type: none"> • Please fill Firm Registration Number and upload Firm registration certificate in the link along with Partnership Deed of the Firm.
PAN Number & PAN Document		<ul style="list-style-type: none"> • Mention PAN Number in the field of Firm and upload the copy of PAN Card.
GST Number & GST Document		<ul style="list-style-type: none"> • Upload the GST certificate and Number if any, otherwise mention word NIL
Mobile / Alternate mobile number		<ul style="list-style-type: none"> • Please mention the mobile number / alternate Mobile number.
Email // Alternate Email		<ul style="list-style-type: none"> • Pl mention email ID / alternate email ID.
Correspondence and permanent address		<ul style="list-style-type: none"> • Pl fill the complete Correspondence and permanent address along with copy of address proof such as Aadhar card, voter ID card, driving license, passport, Address given in the Registration Certificate of Firm or any other Govt. approved document as address proof should be uploaded. • The address as mentioned in address proof should tally with the address to be filled in link
Project land Owners (Promoters)		<ul style="list-style-type: none"> • If the Firm itself is the Land Owner, in that case need not to add himself/herself again below.
Authorized Signatory		<ul style="list-style-type: none"> • Please fill & upload the detail of Authorised Signatory of the Firm his/her Photo, Name, Contact number, Email ID, PAN Number & Document, and in the field of Resolution upload the copy of Authority Letter Resolution duly signed by the all the Partner's of the Firm with date
Additional Member's Details (Partner/Director/Chairman)		<p>Please fill & upload Details of all the Partners like Photo, Name, PAN Number & Document, Contact Details, and Address of all the Partners in the table by add button.</p>

If Promoter of Project is Non Individual Sole Proprietorship Firm

1. Promoter Detail		
Promoter Type		<ul style="list-style-type: none"> • Please Click on Drop down Menu Non Individual • From drop Down Menu Please click on Sole Proprietorship Firm
Name		<ul style="list-style-type: none"> • Please fill name of Sole Proprietorship Firm along with name of owner of land.
Registration number of Firm & Registration Certificate		Please fill Firm Registration number mentioned in the Firm registration certificate and upload registration certificate, if any.
Whether Himachali Agriculturist		<ul style="list-style-type: none"> • Please mention yes or No
Trade Name		<ul style="list-style-type: none"> • Please fill the Trade Name of Sole Proprietorship Firm
PAN number & PAN Document		<ul style="list-style-type: none"> • Mention PAN Number of Sole Proprietorship Firm or Owner of Sole Proprietorship Firm in the field and upload the Pan card.
GST number & GST Document		<ul style="list-style-type: none"> • Upload the GST certificate and no. if any, otherwise mention word NIL
Mobile / Alternate mobile number		<ul style="list-style-type: none"> • Please mention the mobile number / alternate Mobile number
Email // Alternate Email		<ul style="list-style-type: none"> • Pl mention the email ID / alternate email ID.
Correspondence and permanent address		<ul style="list-style-type: none"> • Pl fill the complete Correspondence and permanent address along with copy of address proof such as Aadhar card, voter ID card, driving license, passport, Address given in the Registration Certificate of Firm or any other Govt. approved document as address proof should be uploaded. • The address as mentioned in address proof should tally with the address to be filled in link
Project land Owners (Promoters)		<ul style="list-style-type: none"> • Please mention the name of land owner as per Revenue record along with all other details in the table by add button.
Authorized Signatory		<ul style="list-style-type: none"> • Need not to be fill
Additional Member's Details (Partner/Director/Chairman)		<ul style="list-style-type: none"> • Need not to be fill

If Promoter of Project is Non Individual Association of Persons

1. Promoter Detail		
Promoter Type		<ul style="list-style-type: none"> • Please Click on Drop down Menu- Non Individual • In Non Individual Please click on - Association of Persons
Association of Person's Name		i) Please mention name of all the owners of the land as per revenue record.
Registration number of AOP		<ul style="list-style-type: none"> • Please fill the Registration number of AOP and Certificate in the link if any otherwise mention nil against the space provided for registration no. and in Registration certificate, pl, upload the registered non-revocable authority letter from the registrar/sub/registrar of the area duly signed by the all owners of land in favour of one persons or any other authorized representatives.
Whether Himachali Agriculturist		<ul style="list-style-type: none"> • Please fill yes.
Agreement		i) Please upload the copy of Agreement/ Partnership Deed of the AOP
GST number & GST Document		<ul style="list-style-type: none"> • Upload the GST certificate and number if any, otherwise mention word NIL
Mobile / Alternate mobile number		<ul style="list-style-type: none"> • Please mention the mobile number / alternate Mobile number
Email // Alternate Email		<ul style="list-style-type: none"> • Pl mention the email ID / alternate email ID.
Correspondence and permanent address		<ul style="list-style-type: none"> • Pl fill the complete Correspondence and permanent address along with copy of address proof such as Aadhar card, voter ID card, driving license, passport or any other Govt. approved document as address proof should be uploaded. • The address as mentioned in address proof should tally with the address to be filled in link
Project land Owners (Promoters)		<ul style="list-style-type: none"> • Please Mention the name of all land owners as per Revenue record along with all other details in the table by add button
Authorized Signatory		<ul style="list-style-type: none"> • Please fill & upload the detail of Authorised Signatory of the AOP his/her Photo, Name, Contact number, Email ID, PAN Number & Document, and in the field of Resolution upload the copy of Authority Letter Resolution duly signed by the all the Persons of the AOP with date
Additional Member's Details (Partner/Director/Chairman)		Please fill & upload Details of all the Persons like Photo, Name, PAN Number & Document, Contact Details, and Address of all the Persons etc.

Note: The case can be uploaded in the categories of Others also.

If Land in the Name of Society and Map of the Project approved in the name of Society

1. Promoter Detail		
Promoter Type		<ul style="list-style-type: none"> • Please Click on Drop down Menu Non Individual • From drop Down Menu Non Individual click on Society
Society Name		Please fill Society name as mentioned in the Society registration certificate.
Registration Number of Society & Registration Certificate		<ul style="list-style-type: none"> • Please fill Society Registration Number mentioned in the Society registration certificate and upload registration certificate
PAN Number & PAN Document		<ul style="list-style-type: none"> • Mention PAN Number of the Society in the field and upload the PAN card
GST Number & GST Document		<ul style="list-style-type: none"> • Upload the GST certificate and Number if any, otherwise mention word NIL
Mobile / Alternate mobile Number		<ul style="list-style-type: none"> • Please mention the mobile Number / alternate Mobile Number
Email // Alternate Email		<ul style="list-style-type: none"> • Pl mention the email ID / alternate email ID.
Correspondence and permanent address		<ul style="list-style-type: none"> • Pl fill the complete Correspondence and permanent address along with copy of address proof such as Aadhar card, voter ID card, driving license, passport or any other Govt. approved document as address proof should be uploaded. • The address as mentioned in address proof should tally with the address to be filled in link
Project land Owners (Promoters)		<ul style="list-style-type: none"> • If the Society itself is the Land Owner, he/she need not to add himself/herself again below.
Authorized Signatory		<ul style="list-style-type: none"> • Please fill & upload the detail of Authorised Signatory of the Society his/her Photo, Name, Contact Number, Email ID, PAN Number & Document, and in the field of Resolution upload the copy of Authority Letter Resolution duly signed by the Competent Authority of the Society
Additional Member's Details (Partner/Director/Chairman)		<ul style="list-style-type: none"> • Please fill & upload Details like Photo, Name, PAN Number & Document, Contact Details, and Address of the elected body.

If Land in the Name of Trust and Map of the Project approved in the name of Trust

1. Promoter Detail		
Promoter Type		<ul style="list-style-type: none"> • Please Click on Drop down Menu Non Individual • From drop Down Menu Please click on Non Individual Trust
Trust Name		<ul style="list-style-type: none"> • Please fill Trust name as mentioned in the Trust registration certificate.
Registration Number of Trust & Registration Certificate		<ul style="list-style-type: none"> • Please fill Trust Registration Number mentioned in the Trust registration certificate and upload registration certificate.
PAN Number & PAN Document		<ul style="list-style-type: none"> • Mention PAN Number in the field and upload the PAN card of Trust
GST Number & GST Document		<ul style="list-style-type: none"> • Upload the GST certificate and Number if any, otherwise mention word NIL
Mobile / Alternate mobile Number		<ul style="list-style-type: none"> • Please mention the mobile Number / alternate Mobile Number
Email // Alternate Email		<ul style="list-style-type: none"> • Pl mention the email ID / alternate email ID.
Correspondence and permanent address		<ul style="list-style-type: none"> • Pl fill the complete Correspondence and permanent address along with copy of address proof such as Aadhar card, voter ID card, driving license, passport or any other Govt. approved document as address proof should be uploaded. • The address as mentioned in address proof should tally with the address to be filled in link
Project land Owners (Promoters)		<ul style="list-style-type: none"> • If The Promoter himself/herself is the Land Owner, he/she need not to add himself/herself again below.
Authorized Signatory		<ul style="list-style-type: none"> • Please fill & upload the detail of Authorised Signatory of the Trust his/her Photo, Name, Contact Number, Email ID, PAN Number & Document, and in the field of Resolution upload the copy of Authority Letter Resolution duly signed by the Competent Authority of the Trust
Additional Member's Details (Partner/Director/Chairman)		<ul style="list-style-type: none"> • Please fill & upload Details like Photo, Name, Number & Document, Contact Details, and Address of the body of Trust.

If Land in the Name of Limited Liability Partnership and Map of the Project approved in the name of Limited Liability Partnership (LLP)

1. Promoter Detail		
Promoter Type		<ul style="list-style-type: none"> • Please Click on Drop down Menu Non Individual • From drop Down Menu Please click on Limited Liability Partnership
Name		<ul style="list-style-type: none"> • Please fill Firm name as mentioned in the LLP registration certificate.
Registration Number of LLP& Registration Certificate		<ul style="list-style-type: none"> • Please fill LLP Registration Number mentioned in the LLP registration certificate as per Section 12(1)(b) of the LLP Act, 2008] and upload registration certificate.
PAN Number & Pan Document		<ul style="list-style-type: none"> • Mention PAN Number of LLP in the field and upload the Pan card
GST Number & GST Document		<ul style="list-style-type: none"> • Upload the GST certificate and Number if any, otherwise mention word NIL
Mobile / Alternate mobile Number		<ul style="list-style-type: none"> • Please mention the mobile Number / alternate Mobile Number
Email // Alternate Email		<ul style="list-style-type: none"> • Pl mention the email ID / alternate email ID.
Correspondence and permanent address		<ul style="list-style-type: none"> • Pl fill the complete Correspondence and permanent address along with copy of address proof such as Aadhar card, voter ID card, driving license, passport or any other Govt. approved document as address proof should be uploaded. • The address as mentioned in address proof should tally with the address to be filled in link
Project land Owners (Promoters)		<ul style="list-style-type: none"> • If The Promoter himself/herself is the Land Owner, he/she need not to add himself/herself again below.
Authorized Signatory		<ul style="list-style-type: none"> • Please fill & upload the detail of Authorised Signatory of the LLP his/her Photo, Name, Contact Number, Email ID, PAN Number & Document, and in the field of Resolution upload the copy of Authority Letter Resolution duly signed by the Competent Authority of the LLP
Additional Member's Details (Partner/Director/Chairman)		<ul style="list-style-type: none"> • Please fill & upload Details like Photo, Name, PAN Number & Document, Contact Details, and Address of the Partners off LLP.

If Land in the Name of Department/Authority etc. and Map of the Project approved in the name of Department/Authority etc.

1. Promoter Detail		
Promoter Type	<ul style="list-style-type: none"> • Please Click on Drop down Menu Non Individual • From drop Down Menu Please click Govt. Deptt./Authority etc 	
Govt. Department/Authority Name	<ul style="list-style-type: none"> • Please fill the name of Department/Authority etc. 	
Registration No.	<ul style="list-style-type: none"> • Please fill Nil. 	
PAN Number & Pan Document	<ul style="list-style-type: none"> • Mention PAN Number in the field and upload the Pan card 	
GST Number & GST Document	<ul style="list-style-type: none"> • Upload the GST certificate and number if any, otherwise mention word NIL 	
Mobile / Alternate mobile no.	<ul style="list-style-type: none"> • Please mention the mobile number / alternate Mobile number 	
Email // Alternate Email	<ul style="list-style-type: none"> • Pl mention the email ID / alternate email ID. 	
Correspondence and permanent address	<ul style="list-style-type: none"> • Pl fill the complete Correspondence and permanent address along with copy of address proof • The address as mentioned in address proof should tally with the address to be filled in link 	
Project land Owners	<ul style="list-style-type: none"> • If The Promoter Department/Authority itself is the Land Owner, then need not to add himself/herself again below. 	
Authorized Signatory	<ul style="list-style-type: none"> • Please fill & upload Authorised Signatory Details like Photo, Name, Contact Number, Email ID, PAN Number & Document, Resolution, Address 	
Additional Member's Details (Partner/Director/Chairman)		

2. Past project Detail

Please upload the details of the projects launched in the past five years if any. Otherwise upload a self-undertaking duly signed by the Promoters/ Authorised Signatory **and upload the same in the space provided for “Other Relevant Document”**

Annexure -1(i)

“Certified that this is the first Real Estate Project of the promoter and earlier no Real Estate Project has been executed by the applicant”

3. Project Detail

Real Estate Project	Mention the Name of Real Estate Project
Project Status	Please select Project Status from Drop down list 1. New Project Launch 2. Ongoing 3. Completed
Project Type	Please select Project Type form Drop down list of 9 Categories i.e. Plotted/Development Construction/Mixed etc.
Period of Completion	Please mention the period of the completion of the project in Years & Months
Project Description	Brief description regarding the Project requires to be uploaded
Plan approving Authority	Name of Competent authority is to be filled by whom the map has been approved i.e. TCP, MC & SADA
Khata No.	Please fill the detail of Khata No as per Jamabandi
Khatauni No.	Please fill the detail of Khatauni No. as per Jamabandi
Khasra No.	Please fill the detail of Khasra No. as per ownership shown in Jamabandi and in the approved drawing .The Khasra no as shown in Jamabandi and in the approved drawing tally with each other
Mohal/Mauza No.	Please fill the detail of Mohal/Mauja/Village as per Jamabandi
Tehsil/District	Pl fill the detail of Tehsil/ District of proposed project site
Total Land Area	Please fill the Total Land Area of the project as per Jamabandi and as shown in the Sanctioned Drawings
Total Built-up Area	<ul style="list-style-type: none"> • Please fill the Total Built-up area of all the blocks including Commercial, Public, Semi Public etc. to be filled as per approved drawing by the competent authority • Not applicable in plotted residential colony.
Area for Fee Calculation	Auto Calculated
Estimated Construction Cost	Please fill the Estimated Construction Cost of the project
Land Cost	Please mention the cost of land as per sale deed if land is purchased otherwise mention the cost of land as per the prevailing current circle Rate of the area i.e. Total land project area x current circle rate =
<ul style="list-style-type: none"> • Total Cost 	Auto Calculated
<ul style="list-style-type: none"> • Latitude 	Link of Goole map given in field. Please Click the location of project on Goole map, the field will be filled automatic.
<ul style="list-style-type: none"> • Longitude 	Link of Goole map given in field. Please Click the location of project on Goole map, the field will be filled automatic.

4. Bank Detail

• Account Holder Name	Please fill Account Holder Name	<p>The promoter is required, as per rules, to open a separate bank account, especially for the project, in the following manner i.e. name of the promoter A/c (Name of the project) where 70% of the collected amount will be deposited, and then upload the first page of a copy of passbook or Account statement clearly showing the account details.</p> <ul style="list-style-type: none"> • In those cases where Promoter have multiple Projects or Phase Wise Projects. The Bank account will be in the name of Project with an option to mention Promoter Name also i.e. Name of Promoter (ABC) and Name of Project (XYZ) or vice versa. • In all other Projects the name of the Bank Account should be in the name of Project or Project cum Promoter or in the name of Promoters or the Authorised Promoters.
• Bank Name	Please fill Bank Name	
• Branch Name	Please fill Bank Name	
• Branch Address	Please fill branch address	
• Account No.	Please fill account No.	
• IFSC Code	Please fill IFSC code	
• Account Details Proof	Please upload the copy of pass book / Bank Statement	

5. Inventory Details:

Please fill the details of each plots/flats/shops/cottage/villas etc. in the respective tables mentioning the area of plots/ carpet area of flats/shops/cottage/villas etc. as per approved drawings. If the area of more than one plots/ carpet area of flats/shops/cottage/villas etc. are same then details can be filled collectively in one row of the table. Area of one plot/ carpet area of one flat/ one shop/ one cottage/ one villa etc. are required to be mentioned in the respective column of the table.

5(i). Internal Development Detail

Inventory Details		
• Road/Path Network	Please fill promoter	In case if any of these facilities are to be developed by concerned Authority in that case please upload the clear NOC regarding execution of the work in the link.
• Drinking Water Supply	-do-	
• Common Sewage/Drainage System/Septic Tank	-do-	
• Fire Fighting Facility	-do-	

• Solid Waste Management/Disposal System/STP	-do-	
• Common Rain Water Harvesting Tank	-do-	
• Electricity Transformer/Sub Station	-do-	
• Emergency Evacuation Services	-do-	
• Additional Amenities		

6. Associated Professionals:

Note: Himachali Agriculturist Promoters up to the 2500 sq.m. of Plotted Project not required to upload the detail of Professional.

• Project Architects	Please upload detail of Architect registered with council of Architects along with his consent on his letter head	• Consent letter should be on the letter head of Project Architects • For specimen pl. check Annexure-1(ii)
• Project Engineers	Please upload detail of Civil Engineer along with his consent on his letter head	• Consent letter should be on the letter head of Project Engineers • For specimen pl check Annexure-1(iii)
• Project Chartered Accountants	Chartered accountant	• Consent letter should be on the letter head of Project Chartered Accountant • For specimen pl check Annexure-1(iv)
• Project Contractors	Please fill the detail of Contractors	• Consent letter should be on the letter head of Project Contractors

7. Documents and Drawings

• Income Tax Return (ITR) Acknowledgement (Last 3 Financial Years)	Upload the Income Tax Return of all the owners/persons as mentioned in the web application under Name in the “Promoter Detail” or Entity i.e. company and Firms etc. of proceeding three years	In case if owner/entity has not filed the ITRs in that case self-undertaking / certificate issued by the Chartered Accountant can be uploaded as the case may be Annexure 1(v)*
• Audited Profit & Loss Statement/Balance Sheet/Cash flow Statement/Director's Report/Auditor's Report for preceding three Financial Years	Please upload the audited profit and loss account, balance sheet, cash flow statement, director's report and the auditor's report of the of all the owners/persons as mentioned in the web application under Name in the “Promoter Detail” or Entity i.e. company Firms etc of proceeding's three years.	If owner/entity has not filed Annual Financial Report for the three Financial Year(s) then please upload Undertaking that no such annual reports of accounts have been prepared Annexure 1 (vi)#

* In case if individual or entity has not filed ITR in that case if project area is less than 2500 sq.m. then he/she can upload his/her self-undertaking and if project area is greater than 2500 sq.m. he/she will have to upload the certificate issued by the CA as per **Annexure-1(v)**

Himachali Agriculturist Promoters up to the 2500 sq.m. of Plotted Project can upload self-undertaking. **Annexure-1(vi)**

Project Documents		
Jamabandi	Please upload the copy of Jamabandi not older than six months	
Tatima *	Please upload the copy of Tatima not older than six months	
Non Encumbrance Certificate	Please upload Non-Encumbrance Certificate in respect of project land by mentioning all Khasra Numbers Non Encumbrance Certificate on the basis of search and Investigation report of Revenue record issued by the Advocate having experience of at least ten years or by the Revenue Authority.	Non Encumbrance Certificate on the basis of search and Investigation report of Revenue record issued by the Advocate having experience of at least ten years or by the Revenue Authority is required to be submitted.
Sales Deed/Conveyance Deed/Lease Deed/Gift Deed/Registry/Other Deed	Pl upload the copy of Sale deed of the land involved in the project Conveyance deed or copy of current circle rate of the area.	Total Land* current Circle Rate of Area = Cost of Land
Agreement with Land Owner (Collaboration/ Development/Joint Dev./Other Agreement)	Pl upload the Agreement with Land Owners (Collaboration/ Development/ Joint Dev. /Other Agreement) if any.	In the cases where land of the project is to be developed by other than owners of land, in such cases, registered copy of Agreement with Land Owner (Collaboration/Development/Joint Dev./Other Agreement) is required to be uploaded
Project Report	Brief report regarding the project is required to be uploaded mentioning the ownership of land , location of the project, salient features of the proposed colony, facilities/amenities to be provided in the project, source of whole some water supply arrangements, and sites for disposal and treatment of storm and sludge water etc.	
Brochure of the Project	Please upload , If any	
Proforma of Agreement for Sale (Form-L)	Please Download the Form – L (attached) against the field and upload without modifying the content of form.	Pl upload the Form-L as Annexure -1(x)
Proforma of Sales Deed/Conveyance Deed/Lease Deed	Specimen of Sale deed/Lease Deed to be executed with allottees to be uploaded,	

Proforma of Allotment Letter	Pl upload the Allotment Letter by clicking icon	
Proforma of Possession Letter	Pl upload the possession letter by clicking icon	Pl check Specimen of possession letter only as guide Annexure 1(vii)
Structural Stability Certificate	Undertaking is to be uploaded	Pl check Specimen of structural certificate only as guide Annexure 1(viii)
Permission under Section 118 of the HP Tenancy and Land Reforms Act 1972	Please upload the permission under section 118 of the HP Tenancy and Land Reforms Act 1972.	If the land is purchased with the permission of the Govt. then copy of Permission under Section 118 of the HP Tenancy and Land Reforms Act 1972 is required to be uploaded
NOC/Consent to Operate from Pollution Control Board	-	If applicable then copy of NOC/Consent to Operate from Pollution Control Board is required to be uploaded
Environment Clearance from the Competent Authority	-	If applicable then copy of Environment Clearance from the Competent Authority is required to be uploaded
Declaration	Affidavit cum Declaration filed by the authorised person /GPA Holder of the project Required to be submitted	Pl check Specimen of Affidavit cum Declaration certificate as in case of INDIVIDUAL or where land is in the name of Prompter Form B (Individual)Annexure 1(ix) In case where land is to be developed by other than original owner of the Project Form B (Joint Dev)Annexure 1(ix-i)
Plan Drawings	Please upload all the drawings by making pdf file	
Sanction letter of competent authority	Please upload sanction letter of competent authority	All the drawing be uploaded by making PDF file In case of Plan Drawings, you can add multiple files against each document type shown below. The detail of specification and material to be used in construction of the buildings, and site development are required to be uploaded
Location Plan	Pl upload drawing of Location plan	
Site Plan	Pl upload drawing of site plan	
Building Plan	Pl upload drawing of building plans	
Project Specification	-	
8. Project Image		
Project Image	Pl upload the latest photos of site	
9.Payment		
Payment	Payment can be made online	

**SPECIMEN
UNDERTAKING**

Certified that this is the first Real Estate Project of the promoter(s) and earlier no Real Estate Project has been executed by _____.

Dated: _____

Name of Promoter(s)

SPECIMEN
CONSENT LETTER
TO WHOM SO EVER IT MAY CONCERN

This is to state that I Office at Tehsil
..... District I am registered as an Architect with the
Council of Architects, having Registration number

I hereby give my consent to be appointed as an Architect for the execution of
project namely (Name of the Real Estate Project) located on Khasra Number(s) ...
Village..... Tehsil District Himachal
Pradesh promoted by

Having its Registered office at
.....

Name and Signature

**SPECIMEN
CONSENT LETTER
TO WHOM SO EVER IT MAY CONCERN**

This is to state that I Resident at
.....

I am registered with

I hereby give my consent to be appointed as an engineer for the execution of project
namely (Name of the Real Estate Project) located
at Khasra Number(s) Village
..... Tehsil District
..... promoted by

Name and Signature

SPECIMEN
CONSENT LETTER
TO WHOM SO EVER IT MAY CONCERN

This is to state that I _____ Chartered Accountants, having registered address at _____ registered with the Institute of Chartered Accountant of India having Firm registration number _____.

I hereby give my consent to be appointed as Chartered Accountant for the Project namely (Name of the Real Estate Project) located on Khasra Number(s) _____ Village _____ Tehsil _____ and District _____ Himachal Pradesh. Pin _____ promoted by _____ having its registered office at _____.

Name _____

Address _____

Place _____

Date _____

SPECIMEN**TO WHOM IT MAY CONCERN**

This is to certify that I _____ S/o Sh. _____ resident of [Address] has no permanent source of income. The source of income is only from Agriculture; hence I have not filed any Income Tax Returns till date. I am not required to file Income Tax Return as per provision of Income Tax Act.

Dated: _____

Promoter Name

SPECIMEN**UNDERTAKING**

Certified that I do not have any income from such sources that require the preparation of annual report including audited profit and loss account, balance sheet, cash flow statement, Director's Report and the Auditor's Report of the promoter for the immediately preceding three Financial Years. The clause (b) of sub-rule (1) of Rule 3 of the Himachal Pradesh Real Estate (Regulation and Development) Rules 2017 prescribes mandatory submission of the same and as such the Annual Financial Report for the Financial Year (s) _____ is not available and hence I am submitting this Undertaking that no such annual reports of accounts have been prepared.

Dated: _____

Promoter Name

Annexure - 1(vii)

SPECIMEN
POSSESSION LETTER/CERTIFICATE

Name of the Allottee : _____

Address of the Allottee : _____

Allotted Apartment / Plot / Shop Number : _____

That in pursuance to Agreement dated _____ I, _____ s/o Shri _____ resident _____ have inspected and taken over the possession of Apartment/Plot/Shop No. _____ measuring _____ Sq. Mtr./ Sq. Ft. in the colony known as _____ Himachal Pradesh. I have satisfied myself in every respect with regard to the said Apartment/Plot/Shop No. _____ and have no grievances or claim of any sort with regard to the said Apartment/ Plot/Shop No. _____ or the Buyer's Agreement against _____.

All the responsibilities/obligations etc. to be discharged by _____ hereby stand discharged /complied with respect of the above said Apartment/Plot/Shop No. _____ in the colony known as _____.

We have satisfied ourselves with the Internal & External Development of land, measurements, specifications, fittings and fixtures of Apartment/Plot/Shop No. _____ measuring _____ Sq. mtr./ Sq. Ft. in the _____ and found the same in order.

The possession of the said Apartment/Plot/Shop in _____ has been given to the above mentioned allottee on _____ Day of _____.

Possession Handed Over

Possession Taken Over For

Authorized Signatory

Allottee Name with Address

SPECIMEN**STRUCTURAL STABILITY CERTIFICATE**

This is to certify that the proposed Real Estate Project of _____ situated at Khasra No. _____ Mohal _____ Tehsil _____ District _____ Himachal Pradesh has been designed by me as per the Indian standards code for general structural safety against natural hazards including earthquake protections and after soil investigations. The building is structurally safe.

Name & Signature

Reg. No. with stamp

Address

Annexure 1(ix)

**IN CASE OF INDIVIDUAL OR WHERE LAND IS IN THE NAME OF PROMOTER
FORM B [RULE 3(4)] (INDIVIDUAL)
AFFIDAVIT-CUM-DECLARATION**

I _____ S/o _____ aged about _____ Authorized
signatory of _____ Partnership firm, Village
_____, Post Office _____,
Tehsil _____, District _____, Himachal

Pradesh do hereby solemnly affirm and declare as under:-

1. That [I / promoter] [have / has] a legal title to the land on which the development of the project is proposed.
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 shall be completed by [me / the promoter] is _____ Year _____ Month.
4. That seventy percent of the amounts realised by [me / the promoter] for the real estate project from the allottees, from time to time, shall be deposited in a separate account to be maintained in a scheduled bank to cover the cost of construction and the land cost and shall be used only for that purpose.
5. That the amounts from the separate account, to cover the cost of the project, shall be withdrawn by [me / the promoter] in proportion to the percentage of completion of the project.
6. That the amounts from the separate account shall 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] shall get the accounts audited within six months after the end of every financial year by a chartered accountant in practice, and shall produce a statement of accounts duly certified and signed by such chartered accountant and it shall be verified during the audit that the amounts collected for a particular project have been utilised for the project and the withdrawal has been in compliance with the proportion to the percentage of completion of the project.

8. That [I / the promoter] shall 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 there under.
10. That [I / the promoter] shall 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 there from.

Verified by me at _____ on this _____ day of _____.

Deponent

Annexure 1(ix-i)**IN CASE WHERE LAND IS TO BE DEVELOPED BY OTHER THAN ORIGINAL OWNER OF THE PROJECT****JD AFFIDAVIT-CUM-DECLARATION - FORM B FORM B [RULE 3(4)] (JOINT DEV)**

I _____ S/o _____ aged about _____ village _____ Post Office _____, Tehsil _____ District _____, Himachal Pradesh duly authorized by the promoter of the project do hereby solemnly affirm and declare and state as under:-

1. That Owners of land [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 shall be completed by [me / the promoter] is _____ Year _____ Month.

4. That seventy percent of the amounts realised by [me / the promoter] for the real estate project from the allottees, from time to time, shall be deposited in a separate account to be maintained in a scheduled bank to cover the cost of construction and the land cost and shall be used only for that purpose.

5. That the amounts from the separate account, to cover the cost of the project, shall be withdrawn by [me / the promoter] in proportion to the percentage of completion of the project.

6. That the amounts from the separate account shall 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] shall get the accounts audited within six months after the end of every financial year by a chartered accountant in practice, and shall produce a statement of accounts duly certified and signed by such chartered accountant and it shall be verified during the audit that the amounts collected for a particular project have been

utilised for the project and the withdrawal has been in compliance with the proportion to the percentage of completion of the project.

8. That [I / the promoter] shall 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 there under.
10. That [I / the promoter] shall 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 there from.

Verified by me at _____ on this ____ day of _____.

Deponent

Annexure- 1(x)

FORM 'L'

[See rule 17(1)]

AGREEMENT FOR SALE

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

By and Between

[If the promoter is a company]

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

[OR]

[If the promoter is a Partnership firm]

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

[OR]

[If the promoter is an Individual]

Mr./Ms. _____, (Aadhar 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



[Handwritten Signature]

[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 _____, (PAN _____), represented by its authorized signatory, _____, (Aadhar no. _____) duly authorized vide board resolution dated _____, hereinafter referred to as the "**Allottee**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor in interest, and permitted assigns).

[OR]

[If the Allottee is a Partnership]

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

[OR]

[If the Allottee is an Individual]

Mr./Ms. _____, (Aadhar 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./Ms. _____, (Aadhar 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 members or member for the time being of the said HUF, and their respective heirs, executors, administrators and permitted assigns).

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



[Handwritten signature]

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

WHEREAS:

- A. The Promoter is the absolute and lawful owner of [Khasra nos. / survey nos.] [Please insert land details as per local laws] _____ totally admeasuring _____ square meters situated at _____ in Tehsil & District _____ (**"Said land"**) vide sale deed (s) dated _____ registered as documents no. _____ at the office of the Sub-Registrar;

[OR]

_____ ("Owner") is the absolute and lawful owner of [Khasra nos. / survey nos.] [Please insert land details as per local laws] _____ totally admeasuring _____ square meters situated at _____ in Tehsil & District _____ (**"Said Land"**) vide sale deed(s) dated _____ of the Sub-Registrar. The Owner and the Promoter have entered into a [collaboration/ development / joint development] agreement dated _____ registered as document no. _____ at the office of the Sub-Registrar;

- B. The Said Land is earmarked for the purpose of building a [commercial/residential/any other purpose] project, comprising _____ multistoried apartment buildings and [insert any other components of the projects] and the said project shall be known as _____ (**"Project"**);

[OR]

The Said Land is earmarked for the purpose of building a [commercial/residential/any other purpose] project, comprising _____ plots and [insert any components of the Projects] and the said project shall be known as _____ (**"Project"**);

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

- C. The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the Said Land on which Project is to be constructed have been completed;



[Handwritten Signature]

- D. The _____ [Please insert the name of the concerned competent authority] has granted the commencement certificate to develop the Project vide approval dated _____ bearing registration no. _____;
- E. The Promoter has obtained the final layout plan, sanctioned plan specifications and approvals for the Project and also for the apartment, plot or building, as the case may be, from _____ [Please insert the name of the concerned competent authority] The Promoter agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance with section 14 of the Act and other laws as applicable;
- F. The Promoter has registered the Project under the provisions of the Act with the _____ (Name of Union Territory) Real Estate Regulatory Authority at _____ on _____ under registration no. _____;
- G. The Allottee has 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. area of _____ square feet and plot for garage/ covered parking admeasuring _____ square feet (if applicable) in the _____ [Please insert the location of the garage/covered parking'], as permissible under the applicable law and of pro rata share in the common areas (**"Common Areas"**) as defined under clause (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 details herein;
- I. _____ [Please enter any additional disclosures/ details];



[Handwritten Signature]

- 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 abode by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter,
- L. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by the 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 specifies in para G.

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

1. TERMS:

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.

The Total Price for the [Apartment /Plot] based on the carpet area is Rs.

_____ (Rupees _____ only (“**Total Price**”) (Give break up and description):

Block/Building/Tower no. _____ Apartment no _____ Type _____ Floor _____	Rate of Apartment per square feet*
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 area, 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]



[Handwritten Signature]

Plot no. _____ Type _____	Rate of Plot per square feet*
Total price (in rupees)	_____

- Provide break up 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:-

- The Total Price above includes the booking amount paid by the allottee to the Promoter towards the [Apartment / Plot];
- The Total Price above includes Taxes (excluding the fee, duty or tax to be paid to the Government Authorities on account of registering of sale deed) upto the date of handing over the possession of the apartment/ plot to the allottee and the project to the association of allottees or the competent authority as the case may be after obtaining the completion certificate:
- The Promoter shall periodically intimate in writing to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment demanded by the Promoter within the time and in the manner specified therein. In addition, the Promoter shall provide to the Allottee the details of the taxes paid or demanded alongwith the acts/ rules/ notifications together with dates from which such taxes/ levies etc. have been imposed or become effective.
- The Total Price of [Apartment Plot] includes recovery of price of land, construction of [not only the Apartment but also] the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the apartment, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and fire fighting equipment in the common areas, maintenance charges as per para 11 etc. and includes cost for providing all other facilities, amenities and specifications to be provided with the (Apartment / Plot) and the Project.



Om

The Total Price is escalation-free, save and except increase which the Allottee hereby agrees to pay, due to increase on account of development charges payable to the competent authority and/ or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/ charges imposed by the competent authorities, the Promoter shall enclose the said notification/ order/ rule/ regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments. Provided that if there is any new imposition or increase of any development charges after the expiry of the scheduled date of completion of the project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said project by the Authority, as per the Act, the same shall not be charged from the allottee.

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

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

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

[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 or such other certificate by whatever name called/ issued by the competent authority is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is reduction in the carpet area then the Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate prescribed in the Rules, from the date when such in excess amount was paid by the Allottee. If there is any increase in the carpet area, which is not more than three percent of the carpet area of the



[Signature]

apartment, allotted to Allottee, the Promoter may demand that from the Allottee as per the next milestone of the Payment Plan as provided in Schedule C. All these monetary adjustments shall be made at the same rate per square feet as agreed in para 1.2 of this Agreement.

Subject to para 9.3 the Promoter agrees and acknowledges, the Allottee shall have the right to the [Apartment / Plot] as mentioned below:

- (i) The Allottee shall have exclusive ownership of the [Apartment / Plot];
- (ii) The Allottee shall also have undivided proportionate share in the Common Areas. Since the share/ interest of Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. It is clarified that the promoter shall hand over the common areas to the association of allottees after duly obtaining the completion certificate from the competent authority as provided in the Act;
- (iii) That the computation of the price of the [Apartment / Plot] includes recovery of price of land, construction of [not only the Apartment but also] the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the apartment, lift, water, line and plumbing, finishing with paint, marbles, tiles, doors, window, fire detection and fire fighting equipment in the common areas maintenance charges as per para 11 etc. the 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.

It is made clear by the Promoter and the Allottee agrees that the [Apartment/ Plot] along with _____garage / covered parking shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained Project covering the said Land and is not a part of any other project or zone and shall not form a part of and / or linked / combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee. It is clarifies that Project's facilities and amenities shall be available only for use and enjoyment of the Allottees of the Project.



[Signature]

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

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

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

2. MODE OF PAYMENT:

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



[Handwritten Signature]

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES:

The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in the Foreign Exchange Management Act, 1999, the Reserve Bank of India Act, 1934 and the 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 its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of the 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.

The Promoter accepts no responsibility in regard to matter 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 application laws. The Promoter shall not be responsible towards any third party making payment remittances on behalf of any Allottee and such third party shall not have any right in the application / allotment of the said apartment applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee only.

4. ADJUSTMENT/ APPROPRIATION OF PAYMENTS:

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



[Handwritten Signature]

5. TIME IS ESSENCE:

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

6. CONSTRUCTION OF THE PROJECT / APARTMENT:

The Allottee has seen the proposed layout plan, specifications, amenities and facilities of the [Apartment / Plot] and accepted the floor plan, payment plan and the specification, 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 specification, amenities and facilities. Subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the _____ [Please insert the relevant State laws] and shall not have an option to make any variation / alteration / modification in such plans, other than in the manner provided under the Act, the breach of this term by the Promoter shall constitute a material breach of the Agreement.

7. POSSESSION OF THE APARTMENT / PLOT:

Schedule for possession of the said [Apartment / Plot] – The Promoter agrees and understands that timely delivery of possession of the [Apartment / Plot] to the allottee and the common areas to the association of allottees or the competent authority, as the case may be, is the essence of the Agreement. The Promoter assures to hand over possession of the [Apartment /Plot] along with ready and complete common areas with all specifications, amenities and facilities of the project in place on _____, unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affection the regular development of the real estate project (“Force Majeure”). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the [Apartment / Plot], provided that such Force Majeure conditions are not of a nature which makes its impossible for contract to be implemented. The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by the Promoter from the allotment within sixty days from that date. The promoter



[Handwritten Signature]

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.

Procedure for taking possession - The Promoter, upon obtaining the occupancy certificate or such other certificate by whatever name called/ issued by the competent authority from the competent authority shall offer in writing the possession of the [Apartment / Plot], to the Allottee in terms of this Agreement to be taken within two months from the date of issue of occupancy certificate. [Provided that, in the absence of local law, the conveyance deed in favour of the allottee shall be carried out by the promoter within 3 months from the date of issue of occupancy certificate]. The Promoter agrees and undertakes to indemnify and Allottee in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee, after taking possession, agree(s) to pay the maintenance charges as determined by the Promoter/ association of allottees, as the case may be after the issuance of the completion certificate for the project. The promoter shall hand over the occupancy certificate of the apartment / plot, as the case may be, to the allottee at the time of conveyance of the same.

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.

Possession by the Allottee - After obtaining the occupancy certificate or such other certificate by whatever name called/ issued by the competent authority 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 Allottees or the competent authority, as the case may be, as per the local laws. [Provided that, in the absence of any local law, the promoter shall handover the necessary documents and plans, including common areas, to the association of allottees or the competent authority, as the case may be, within thirty days after obtaining the completion certificate].

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



[Handwritten Signature]

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

Compensation- The Promoter shall compensate the Allottee in case of any loss caused to him due to defective title of the land, on which the project is being developed or has been developed, in the manner as provided under the Act and the claim for interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force. Except for occurrence of a Force Majeure event, if the promoter fails to complete or is unable to give possession of the [Apartment / Plot]:

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



[Signature]

- (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 shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Land, building and [Apartment / Plot] and common areas;
- (vi) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- (vii) The Promoter has not entered into any agreement for sale and / or development agreement or any other agreement / arrangement with any person or party with respect to the said land, including the Project and the said [Apartment / Plot] which will, in any manner, affect the rights of Allottee under this Agreement;
- (viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said [Apartment / Plot] to the Allottee in the manner contemplated in this Agreement;
- (ix) At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the [Apartment / Plot] to the Allottee and the common areas to the association of allottees or the competent authority, as the case may be;
- (x) The Schedule property of not the subject matter of any Hindu Undivided Family (HUF) and that no part thereof is owned by any minor and / or no minor has any right, title and claim over the Schedule Property;
- (xi) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and / or penalties and other outgoings, whatsoever, payable with respect to the said project to be competent Authorities till the completion certificate has been issued and possession of apartment, plot or building, as the case may be, along with common areas (equipped with all the specifications, amenities and facilities) has been handed over to the allottee and the association of allottees or the competent authority, as the case may be; and
- (xii) No notice from the Government or any other local body or authority or any legislative enactment, Government Ordinance, Order Notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Promoter in respect of the said land and/ or the Project.

9. EVENTS OF DEFAULTS AND CONSEQUENCES:

Subject to the Force Majeure clause, the Promoter shall be considered under a condition of Default, in the following events:



[Handwritten Signature]

- (i) Promoter fails to provide ready to move in possession of the [Apartment / Plot] to the Allottee within the time period specified in para 7.1 or fails to complete the project within the stipulated time disclosed at the time of registration of the project with the Authority. For the purpose of this para, 'ready to move in possession' shall mean that the apartment shall be in a habitable condition which is complete in all respects including the provision of all specification, amenities and facilities, as agreed to between the parties, and for which occupation certificate and completion certificate, as the case may be, has been issued by the competent authority.
- (ii) Discontinuance of the Promoter's business as a developer on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made thereunder.

In case of Default by Promoter under the conditions listed above, Allottee is entitled to the following:

- (i) Stop making further payments to Promoter as demanded by the Promoter. If the Allottee stops making payments, the Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottee be required to make the next payment without any interest; or
- (ii) The Allottee shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the apartment, along with interest at the rate prescribed in the Rules within sixty days of receiving the termination notice:

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

The Allottee shall be considered under a condition of Default, on the occurrence of the following events:

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



[Handwritten Signature]

(ii) In case of Default by Allottee under the condition listed above continues for a period beyond ___ consecutive months after notice from the Promoter in this regard, the Promoter may cancel the allotment of the [Apartment / Plot] in favour of the Allottee and refund the money paid to him by the allottee by deducting the 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.

10. CONVEYANCE OF THE SAID APARTMENT:

The Promoter, on receipt of Total Price of the [Apartment / Plot] as per para 1.2 under the Agreement from the Allottee, shall execute a conveyance deed and convey the title of the [Apartment / Plot] together with proportionate indivisible share in the Common Areas within 3 months from the date of issuance of the occupancy certificate* and the completion certificate, as the case may be, to the allottee. [Provided that, in the absence of local law, the conveyance deed in favour of the allottee shall be carried out by the promoter within 3 months from the date of issue of occupancy certificate]. However, in case the Allottee fails to deposit the stamp duty and or registration charges within the period mentioned in the notice, the Allottee authorizes the Promoter to withhold registration of the conveyance deed in his/ her favour till payment of stamp duty and registration charges to the Promoter is made by the Allottee.

11. MAINTENANCE OF THE SAID BUILDING/ APARTMENT / PROJECT:

The Promoter shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the project by the association of allottees upon the issuance of the completion certificate of the project. The cost of such maintenance has been included in the Total Price of the [Apartment / Plot].

12. DEFECT LIABILITY:

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per the agreement for sale relating to such development is brought to the notice of the Promoter within a period of 5 (five) years by the Allottee from the date of handing over possession, it shall be the duty of the Promoter to rectify such defects without further charge, within 30 (thirty) days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottees shall be entitled to receive appropriate compensation in the manner as provided under the Act.



[Handwritten Signature]

13. RIGHT TO ENTER THE APARTMENT FOR REPAIRS:

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

14. USAGE:

Use of Basement and Service Areas: The basement (s) and service areas, if any, as located within the _____ (project name), shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, 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 used as per sanctioned plans. The Allottee shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the association of allottees formed by the Allottees for rendering maintenance services.

15. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT:

Subject to para 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the [Apartment / Plot] at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in to the building or the [Apartment / Plot], of 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 to make additions to the [Apartment / Plot] and keep the [Apartment / Plot], its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.



[Handwritten Signature]

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 / façade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottees shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee shall not store any hazardous or combustible goods in the [Apartment / Plot] or place any heavy material in the common passage or staircase of the Building. The Allottee shall also not remove any wall, including the outer and load bearing wall of the [Apartment / Plot].

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

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

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

17. ADDITIONAL CONSTRUCTIONS:

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

18. PROMOTER SHALL NOT MORTGAGAGE OR CREAT A CHARGE:

After the Promoter executes this Agreement he shall not mortgage a create a charge on the [Apartment / Plot / building] and if any such mortgage or change 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].



[Handwritten Signature]

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

The Promoter has assured the Allottee that the project in its entirety is in accordance with the provision of the _____ [Please insert the name of the state Apartment ownership] Act. The Promoter showing compliance of various laws/regulations as applicable in_____.

20. BINDING EFFECT:

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

21. ENTIRE AGREEMENT:

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

22. RIGHT TO AMEND:

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



[Handwritten Signature]

**23. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE/
SUBSEQUENT ALLOTTEES:**

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the [Apartment / Plot] and the Project shall equally be applicable to and enforceable against and by any subsequent Allottees of the [Apartment / Plot], in case of a transfer, as the said obligations go along with [Apartment / Plot] for all intents and purposes.

24. WAIVER NOT A LIMITATION TO ENFORCE:

The Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee in not making payments as per the Payment Plan [Annexure C] including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the Promoter in the case of one Allottee shall not be construed to be a precedent and / or binding on the Promoter to exercise such discretion in the case of other Allottees.

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

25. SEVERABILITY

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

**26. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER
REFERRED TO IN THE AGREEMENT:**

Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee(s) in Project, the same shall be proportion which the carpet area of the [Apartment / Plot] bears to the total carpet area of all the [Apartment / Plot] in the Project.



[Handwritten Signature]

27. FURTHER ASSURANCES:

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

28. PLACE OF EXECUTION:

The execution of this Agreement shall be 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 the address of the Sub-Registrar). Hence this Agreement shall be deemed to have been executed at _____.

29. NOTICES:

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

_____ Name of Allottee
_____ (Allottee Address)
M/s _____ Promoter Name
_____ (Promoter Address)

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

30. JOINT ALLOTTEES:

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



[Handwritten Signature]

31. SAVINGS:

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

32. GOVERNING LAW:

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the Act and the Rules and Regulations made thereunder including other applicable laws of India for the time being in force.

33. DISPUTE RESOLUTION:

All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled 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.

SIGND AND DELIVERED BY NAME

Allottee: (including Joint buyers)

Signature _____

Name _____

Address _____

Signature _____

Name _____

Address _____

Please affix photograph and sign across the photograph

Please affix photograph and sign across the photograph



[Handwritten signature]

SIGNED AND DELIVERED BY THE NAME

Promoter:

Please affix
photograph and
sign across the
photograph

Signature (Authorised Signatory) _____

Name _____

Address _____

At _____ on _____ in the presence of:

WITNESSES:

Signature _____

Name _____

Address _____

Signature _____

Name _____

Address _____

SCHEDULE 'A'- PLEASE INSERT DESCRIPTION OF THE [APARTMENT/PLOT] AND THE GARAGE/ COVERED PARKING (IF APPLICABLE) ALONGWITH BOUNDARIES IN ALL APARTMENT

SCHEDULE 'B'- FLOOR PLAN OF THE APARTMENT

SCHEDULE 'C'- PAYMENT PLAN

SCHEDULE 'D'- SPECIFICATIONS, AMENITIES, FACILITIES (WHICH ARE PART OF THE APARTMENT/ PLOT)

SCHEDULE 'E'- SPECIFICATIONS, AMENITIES, FACILITIES (WHICH ARE PART OF THE PROJECT)

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



[Handwritten Signature]