

# Real Estate (Regulation and Development) Act, 2016



# ★ Background of Law ★

This act popularly known as RERA, RERDA and The Real Estate Act etc.

Central government have framed the act and the NODAL agency of Central government is MOHUPA or MOUD or MOHUA.

The current presiding minister is Sh. Hardeep Singh Puri

MHUPA stand for Ministry of Housing and Urban Poverty alleviation

Entries 6 and 7 in List – III (Concurrent List) of the VIIth Schedule of the Constitution of India dealing with contracts and the Transfer of Property.

Entry 18 of List – II (State List) of the VIIth Schedule of the Constitution of India gives the states rights to legislate on Land.

There are Total nos. of Sections in the Act – 92

Total nos. of Chapters - 10

# Real Estate Act 2016

## Timeline

- ✦ Real Estate bill passed in Rajya Sabha **10th March, 2016**
- ✦ Real Estate bill passed in Lok Sabha **15th March, 2016**
- ✦ Real Estate bill assented by President of India **25th March, 2016**
- ✦ Publication Date in Official Gazette of India **26th March, 2016**
- ✦ Notification of some Sections **1st May, 2016**
- ✦ Last date of making of Rules by appropriate government **31th October, 2016**
- ✦ Last Date for establishment of Real Estate Regulatory Authority **30th April, 2017**
- ✦ Notification of remaining Sections **1st May, 2017**
- ✦ Last date for Registration of Real Estate Projects **31th July, 2017**

# Act come into force

**Section 2,  
Sections 20 to 39,  
Sections 41 to 58,  
Sections 71 to 78,  
Sections 81 to 92**

- Notified by the Central Government to come into effect from **1st May 2016**

**Sections 3 to 19,  
Section 40,  
Sections 59 to 70,  
Sections 79 to 80**

- Came into force from **1st May, 2017**

# Real Estate (Regulation & Development) Act, 2016 [RERA]

## Implementation Progress Report

(as on 13-11-2021)

Sl.	State/UT	General Rules	Establishment of Regulatory Authority	Establishment of Appellate Tribunal	Web Portal	Adjudicating Officer	Registrations		Total no. of Cases disposed by Authority
							Projects	Agents	
1	Andhra Pradesh	Notified	Permanent	Permanent	Setup	Appointed	1977	149	158
2	Arunachal Pradesh	Notified	Interim	Not Established	Not Setup	Not Appointed	--	--	--
3	Assam	Notified	Permanent	Permanent	Not Setup	Not Appointed	264	21	16
4	Bihar	Notified	Permanent	Permanent	Setup	Appointed	1234	360	631
5	Chhattisgarh	Notified	Permanent	Permanent	Setup	Appointed	1319	605	1320
6	Goa	Notified	Permanent	Permanent	Setup	Appointed	764	309	66
7	Gujarat	Notified	Permanent	Permanent	Setup	Appointed	9236	1743	3018
8	Haryana *	Notified	Permanent	Permanent	Setup	Appointed	988	2553	16864
9	Himachal Pradesh	Notified	Permanent	Permanent	Setup	Appointed	89	104	36
10	Jharkhand	Notified	Permanent	Permanent	Setup	Appointed	756	6	86
11	Karnataka	Notified	Permanent	Permanent	Setup	Appointed	4459	2612	3018
12	Kerala	Notified	Permanent	Permanent	Setup	Appointed	631	199	480
13	Madhya Pradesh	Notified	Permanent	Permanent	Setup	Appointed	3855	791	4,677
14	Maharashtra	Notified	Permanent	Permanent	Setup	Appointed	31664	32033	10,632
15	Manipur	Notified	Interim	Interim	Not Setup	Not Appointed	--	--	0

# Real Estate (Regulation & Development) Act, 2016 [RERA]

Cont....

## Implementation Progress Report

(as on 13-11-2021)

Sl.	State/UT	General Rules	Establishment of Regulatory Authority	Establishment of Appellate Tribunal	Web Portal	Adjudicating Officer	Registrations		Total no. of Cases disposed by Authority
							Projects	Agents	
16	Meghalaya	Notified	Not Established	Not Established	Not Setup	Not Appointed	--	--	0
17	Mizoram	Notified	Interim	Not Established	Setup	Appointed	--	--	0
18	Nagaland	Not Notified	Not Established	Not Established	Not Setup	Not Appointed	--	--	0
19	Odisha	Notified	Permanent	Permanent	Setup	Appointed	587	85	1247
20	Punjab	Notified	Permanent	Permanent	Setup	Appointed	1085	2507	1669
21	Rajasthan	Notified	Permanent	Permanent	Setup	Appointed	1676	2507	1484
22	Sikkim	Notified	Not Established	Not Established	Not Setup	Not Appointed	--	--	--
23	Tamil Nadu	Notified	Permanent	Permanent	Setup	Appointed	2872	1909	1668
24	Telangana	Notified	Interim	Interim	Setup	Not Appointed	3527	1852	0
25	Tripura	Notified	Permanent	Interim	Setup	Appointed	74	05	0
26	Uttar Pradesh	Notified	Permanent	Permanent	Setup	Appointed	3101	4894	30990
27	Uttarakhand	Notified	Permanent	Interim	Setup	Not Appointed	324	328	575
28	West Bengal	Notified	Not Established	Not Established	Not Setup	Not Appointed	--	--	--

# Real Estate (Regulation & Development) Act, 2016 [RERA]

## Implementation Progress Report

(as on 13-11-2021)

Cont....

Sl.	State/UT	General Rules	Establishment of Regulatory Authority	Establishment of Appellate Tribunal	Web Portal	Adjudicating Officer	Registrations		Total no. of Cases disposed by Authority
							Projects	Agents	
<b>Union Territories</b>									
1	Andaman & Nicobar Island	Notified	Permanent	Permanent	Setup	Appointed	3	27	0
2	Chandigarh	Notified	Permanent	Permanent	Setup	Not Appointed	3	16	25
3	Dadra & Nagar Haveli and Daman & Diu	Notified	Permanent	Permanent	Setup	Appointed	157	2	0
4	Jammu & Kashmir	Notified	Not Established	Not Established	Not Setup	Not Appointed	--	--	--
5	Ladakh	Notified	Not Established	Not Established	Not Setup	Not Appointed	--	--	--
6	Lakshadweep	Notified	Permanent	Permanent	Setup	Appointed	--	--	--
7	NCT of Delhi	Notified	Permanent	Permanent	Setup	Not Appointed	32	419	132
8	Puducherry	Notified	Interim	Permanent	Setup	Not Appointed	171	3	1
<b>Total</b>							<b>70,848</b>	<b>56,039</b>	<b>78,793</b>

\* Haryana has 2 Regulatory Authorities i.e. one for Gurugram and other at Panchkula for rest of Haryana.

### Summary:

- **All States/UTs** have notified rules under RERA except Nagaland, which is under process to notify the rules.
- **30 States/UTs** have set up Real Estate Regulatory Authority (Regular - 25, Interim - 05). *Jammu & Kashmir, Ladakh, Meghalaya, Sikkim and West Bengal have notified the rules while yet to establish Authority.*
- **28 States/UTs** have set up Real Estate Appellate Tribunal (Regular -24, Interim - 04). *(Arunachal Pradesh, Jammu & Kashmir, Ladakh, Meghalaya, Mizoram, Sikkim and West Bengal are under process to establish).*
- Regulatory Authorities of **27 States/UTs** have operationalized their websites under the provisions of RERA. *(Arunachal Pradesh, Assam and Manipur are under process to operationalize).*
- **70,848** Real Estate Projects and **56,039** Real Estate Agents have registered under RERA across the country.
- **78,793** Complaints have been disposed-off by the Real Estate Regulatory Authorities across the country.

# Summary of RERA Implementation Progress Report

General Rules	No. of States/ UTs
Notified	35
Not Notified	1
<b>Establishment of Regulatory Authority</b>	
Permanent	25
Interim	5
Not Established	6
<b>Establishment of Appellate Tribunal</b>	
Permanent	24
Interim	4
Not Established	8
<b>Web Portal</b>	
Setup	27
Not Setup	9
<b>Adjudicating Officer</b>	
Appointed	22
Not Appointed	14
<b>Projects</b>	
	70,848
<b>Agents</b>	
	56,039
<b>Total no. of Cases disposed by Authority</b>	
	78,793

# Haryana Real Estate Regulatory Authority , Gurugram

**Chairman**

Sh. K.K. Khandelwal



**Member**

Sh. Samir Kumar



**Member**

Sh. Vijay Kumar Goyal



# Haryana Real Estate Regulatory Authority, Panchkula

**Chairman**

Sh. Rajan Gupta



**Member**

Sh. Anil Kumar Panwar



**Member**

Sh. Dilbag Singh



# Haryana Real Estate Appellate Tribunal ( HREAT )

**Chairman**

Hon'ble Justice  
Darshan Singh



**Judicial  
Member**

Sh. Inderjit Mehta



**Technical/  
Administrative  
Member**

Sh. Anil Gupta



# Real Estate Act – Salient Features

Act **Extends to Residential and Commercial** Real Estate

**Registration of Real Estate Projects with Regulatory Authority** - Above 500 Square Meters or above 8 Apartments

**Registration of Real Estate Agents** who intend to sell any plot, apartment or building - which is required to be registered with the Regulatory Authority

**Promoter to make disclosure of all relevant project information** for public view such as -

- a. details of promoters, layout plan, plan of development works, land status, status of the statutory approvals, number of parking, time period for project completion etc.
- b. proforma of agreements to be entered into with the buyers.
- c. names and addresses of agents, contractors, architect, engineer etc.

**Promoter also comply with the following -**

- a. adherence to approved plans and project specifications
- b. obligations regarding authenticity of the advertisement or prospectus
- c. rectify structural defects
- d. refund money in cases of default
- e. compulsory deposit of **70%** of the amount realized from allottees in a separate account to cover the **cost of construction and land cost**

Act provides for **establishment of Regulatory Authority** in each State/UT, or one Authority for two or more States/UT, by the Appropriate Government for implementation of Act.

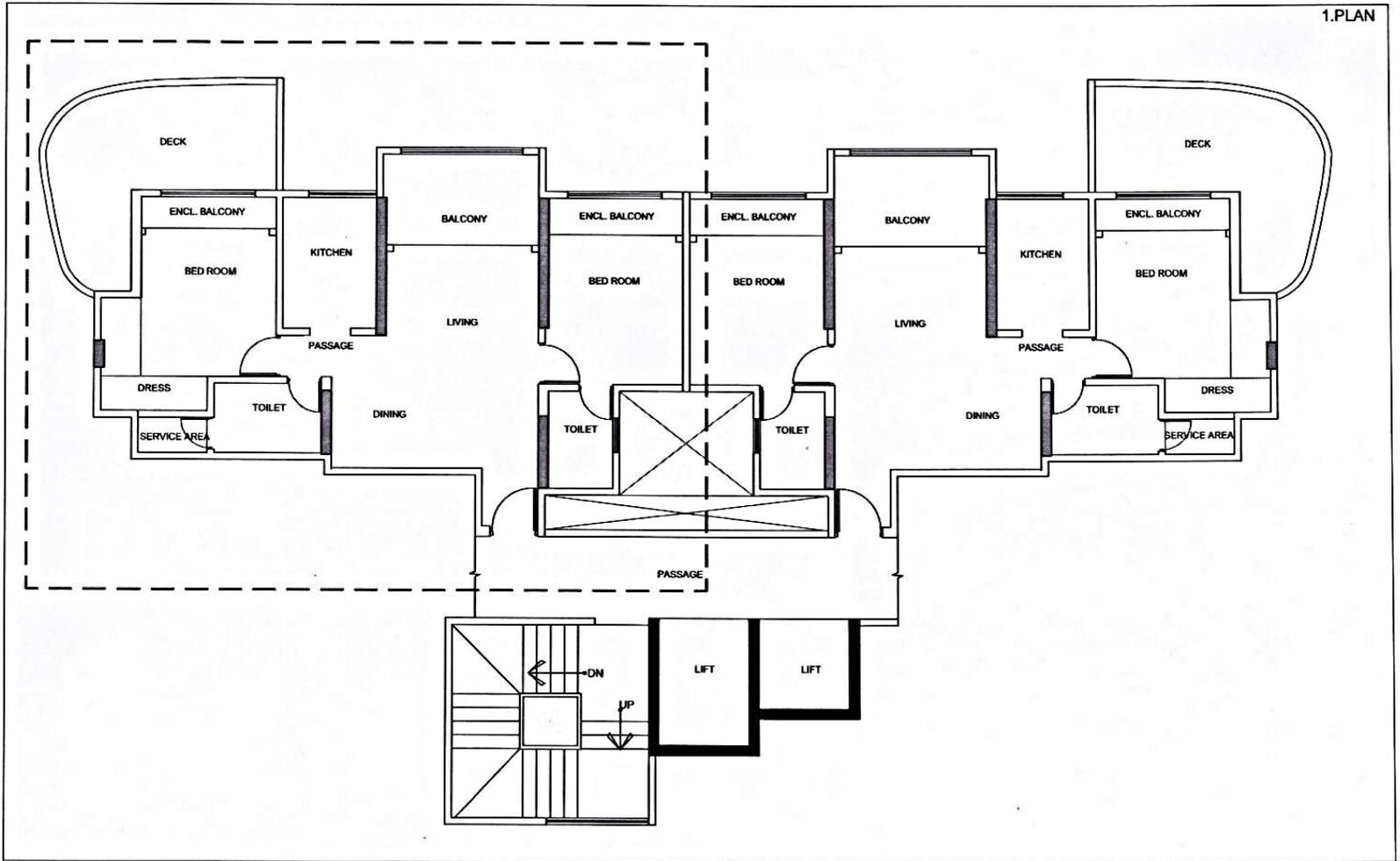
# Objective of the Act

An Act to establish the Real Estate Regulatory Authority for regulation and promotion of the real estate sector and to ensure sale of plot, apartment or building, as the case may be, or sale of real estate project, in an efficient and transparent manner and to protect the interest of consumers in the real estate sector and to establish an adjudicating mechanism for speedy dispute redressal and also to establish the Appellate Tribunal to hear appeals from the decisions, directions or orders of the Real Estate Regulatory Authority and the adjudicating officer and for matters connected therewith or incidental thereto.

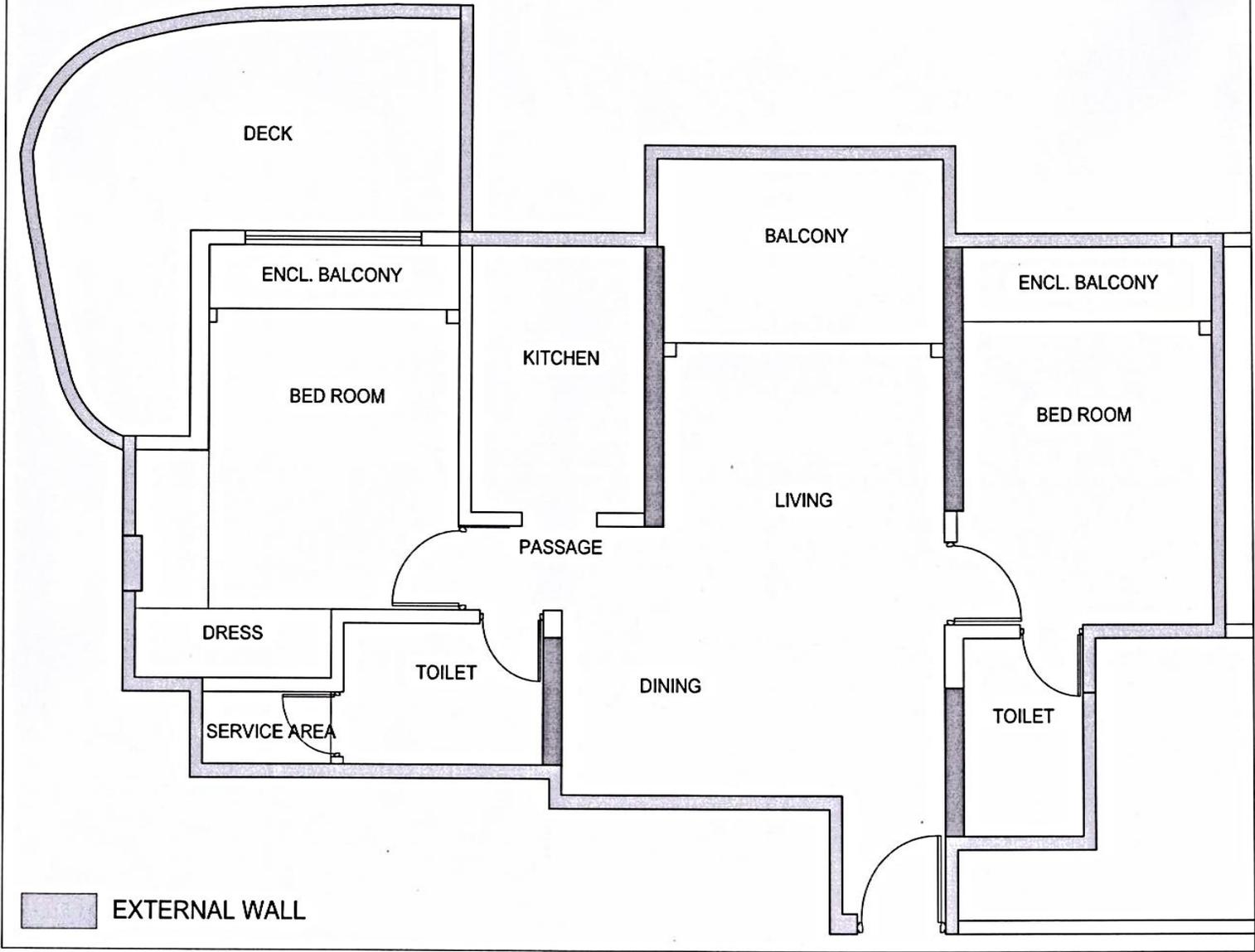
## **DEFINITIONS OF THE REAL ESTATE (REGULATION AND DEVELOPMENT) ACT, 2016 SECTION-2 (K)**

**“Carpet Area”** means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the apartment.

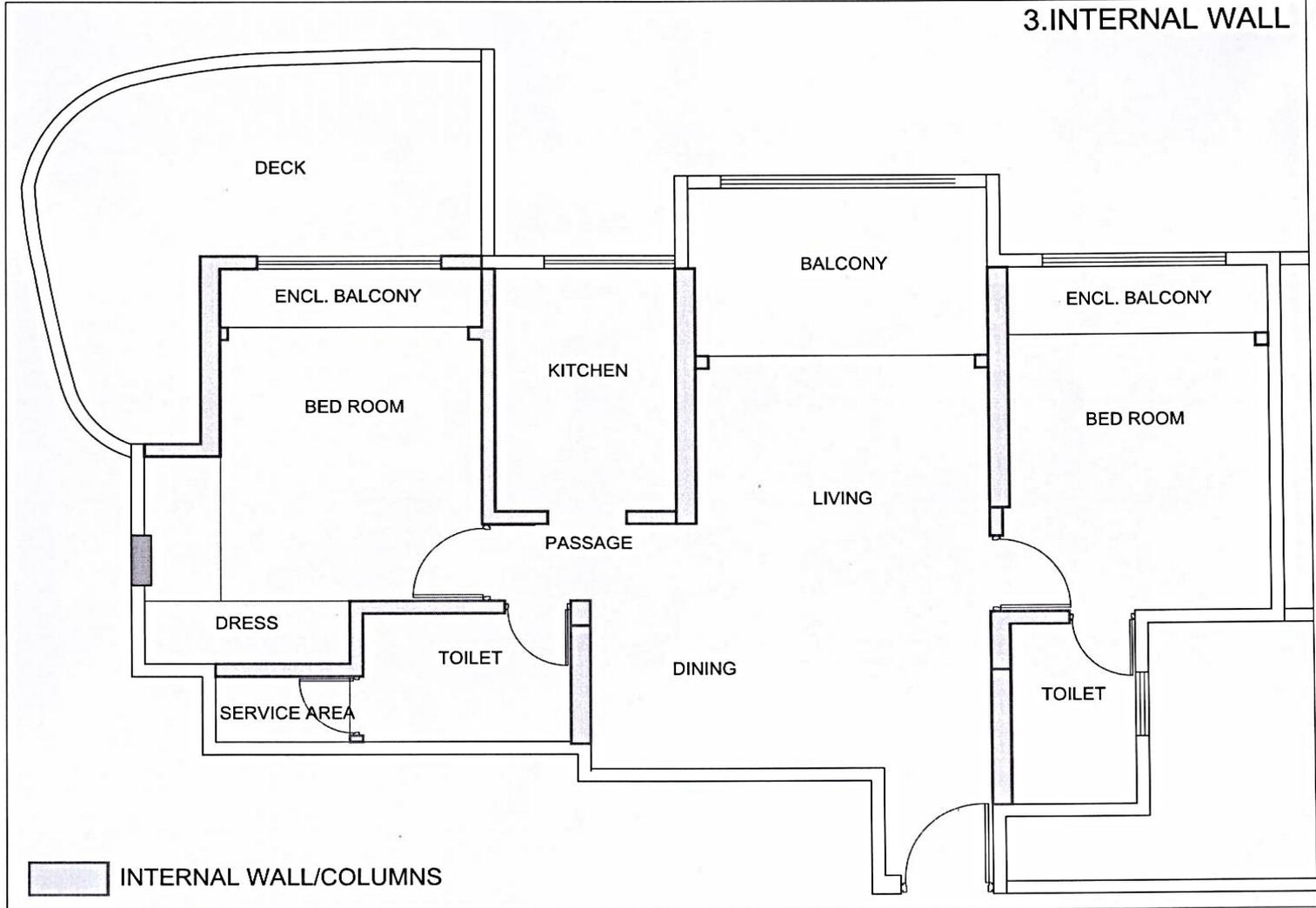
**Explanation.** — For the purpose of this clause, the expression "exclusive balcony or verandah area" means the area of the balcony or verandah, as the case may be, which is appurtenant to the net usable floor area of an apartment, meant for the exclusive use of the allottee; and "exclusive open terrace area" means the area of open terrace which is appurtenant to the net usable floor area of an apartment, meant for the exclusive use of the allottee;



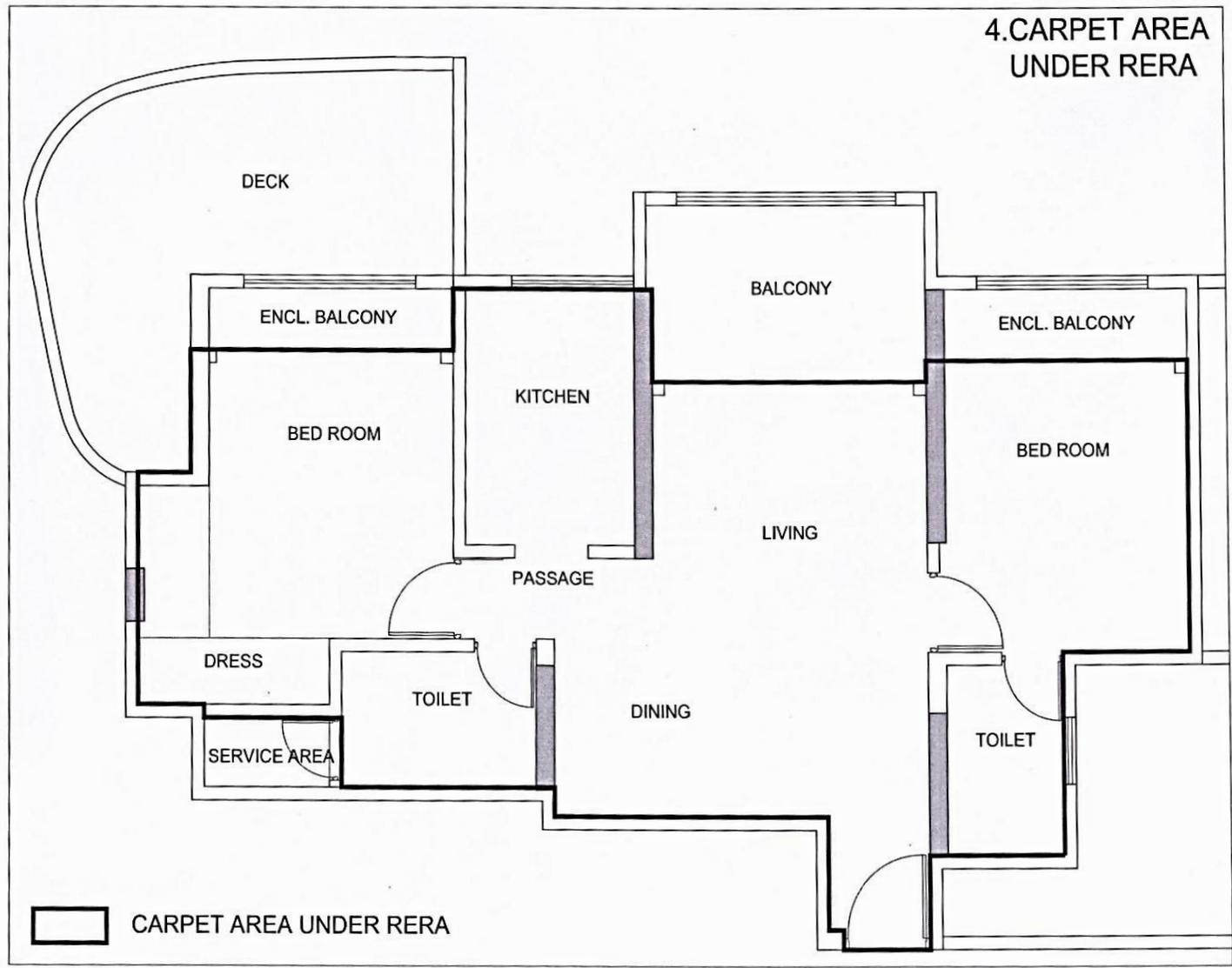
2.EXTERNAL WALL



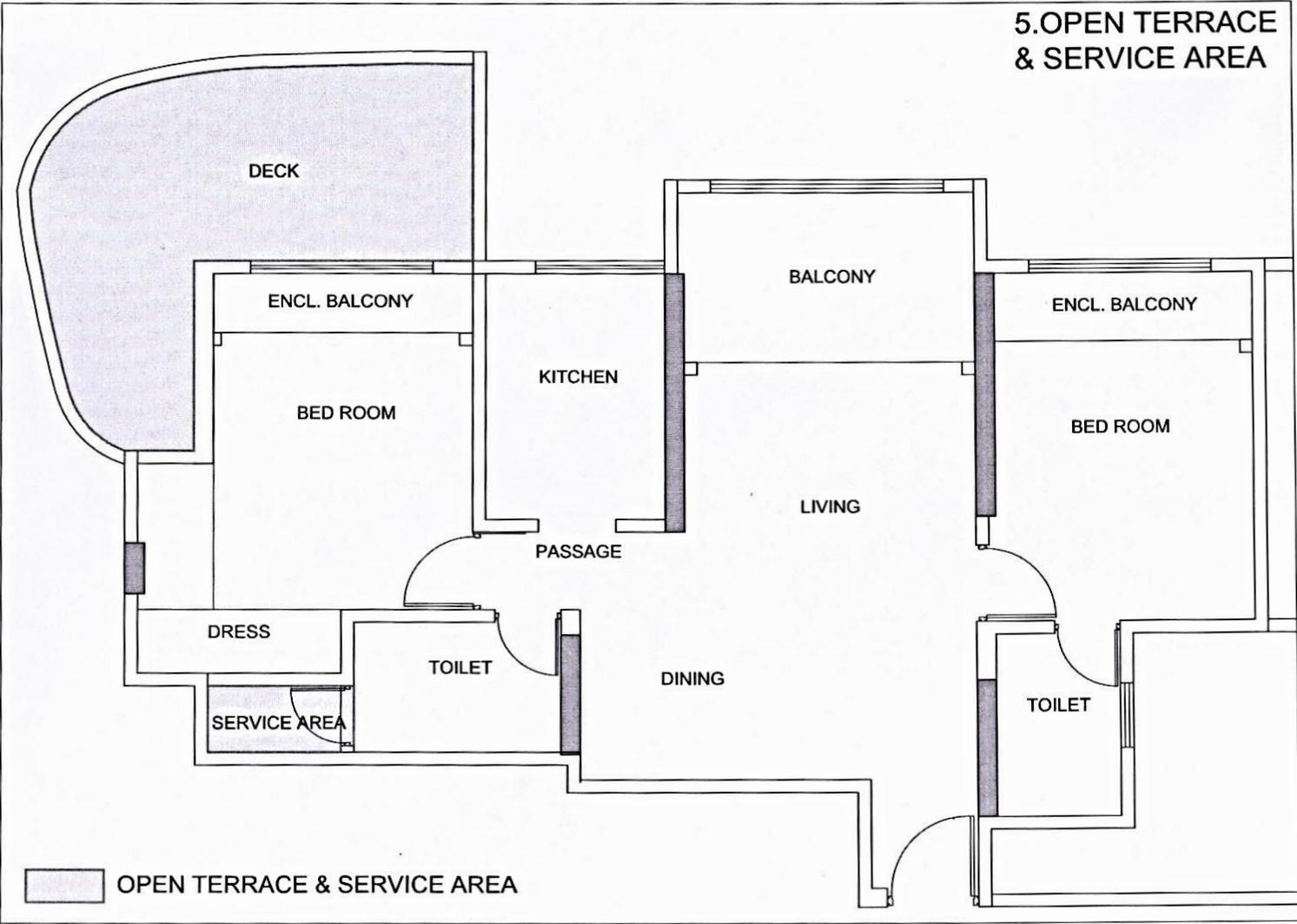
### 3.INTERNAL WALL



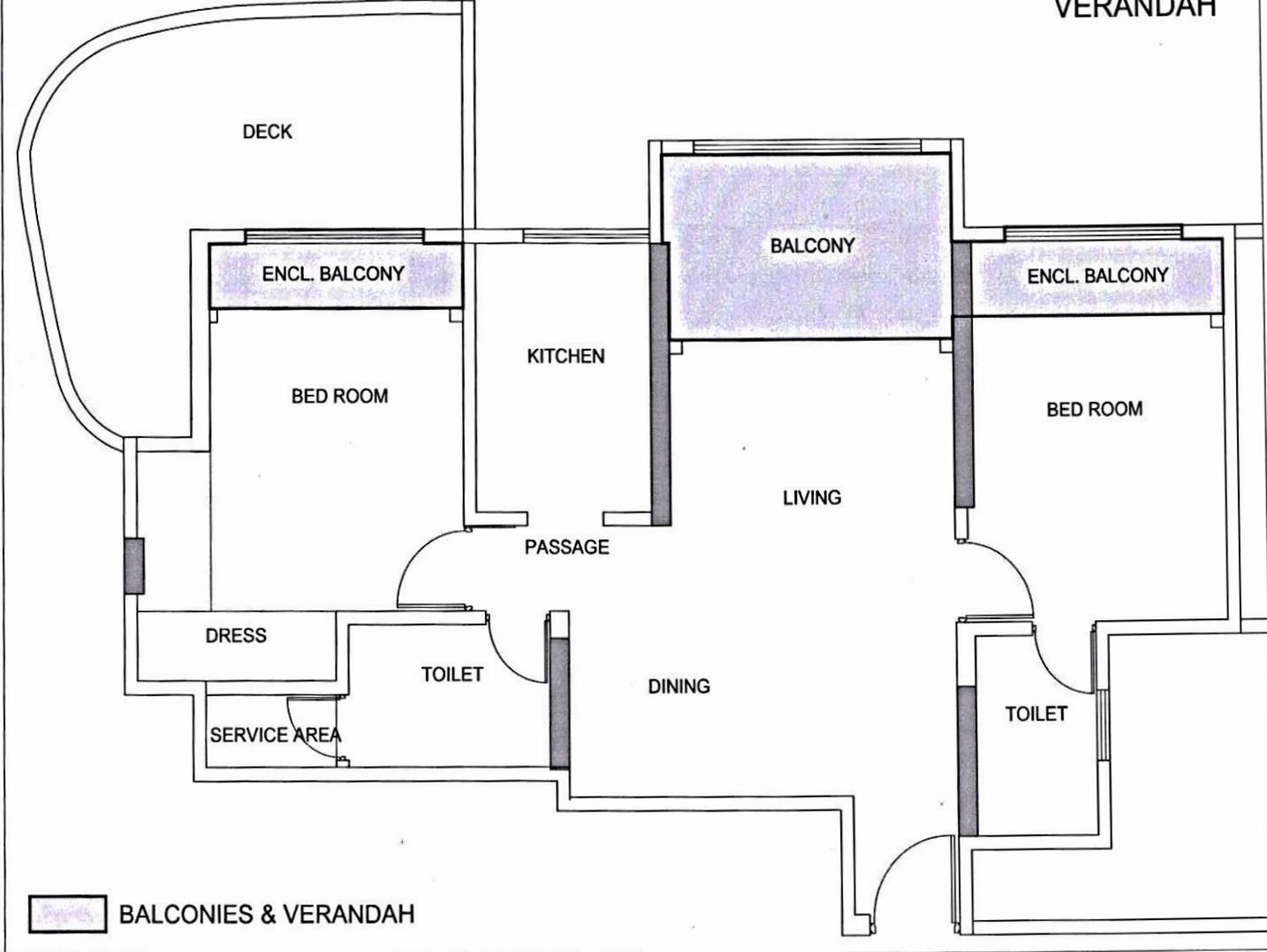
#### 4. CARPET AREA UNDER RERA



5.OPEN TERRACE & SERVICE AREA

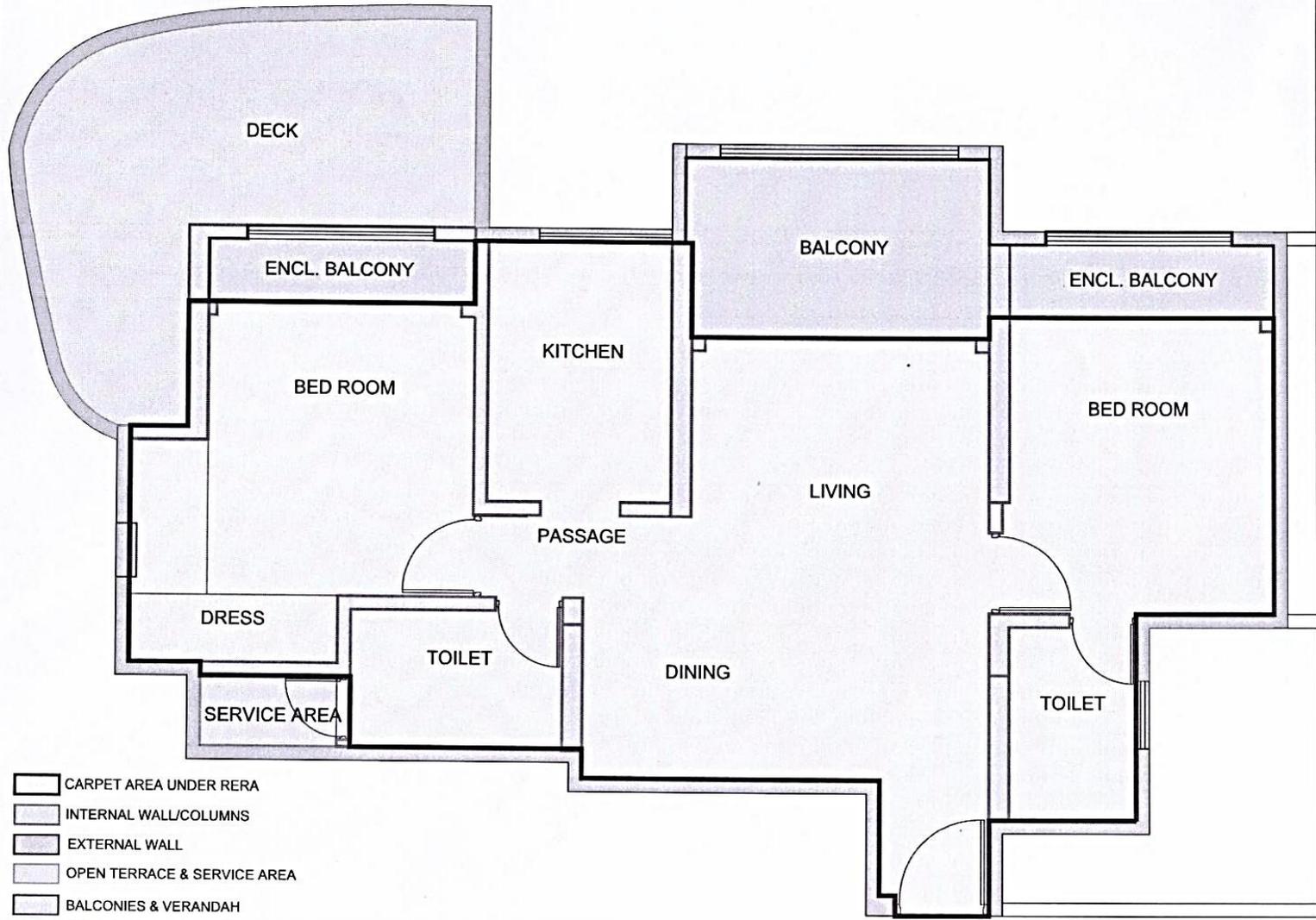


6. BALCONIES & VERANDAH



 BALCONIES & VERANDAH

# 7.ALL LAYERS



## 2(n) "Common Areas" mean-

the entire land for the real estate project or where the project is developed in phases and registration under this Act is sought for a phase, the entire land for that phase;

the stair cases, lifts, staircase and lift lobbies, fire escapes, and common entrances and exits of buildings;

the common basements, terraces, parks, play areas, open parking areas and common storage spaces;

the premises for the lodging of persons employed for the management of the property including accommodation for watch and ward staffs or for the lodging of community service personnel;

installations of central services such as electricity, gas, water and sanitation, air-conditioning and incinerating, system for water conservation and renewable energy;

the water tanks, sumps, motors, fans, compressors, ducts and all apparatus connected with installations for common use;

all community and commercial facilities as provided in the real estate project;

all other portion of the project necessary or convenient for its maintenance, safety, etc., and in common use;



## **“Definitions as per The Real Estate (Regulation and Development) Act,2016 (Section-2)**



2(m) “Commencement Certificate” means, the commencement certificate or the building permit or the construction permit, by whatever name called issued by the competent authority to allow or permit the promoter to begin development works on an immovable property, as per the sanctioned plan;

2(p) “Competent Authority” means, ---- the local authority or any authority created or established under any law for the time being in force by the appropriate Government which exercises authority over land under its jurisdiction, and has powers to give permission for development of such immovable property;

2(q) “Completion Certificate” means, ----the completion certificate, or such other certificate, by whatever name called, issued by the competent authority certifying that the real estate project has been developed according to the sanctioned plan, layout plan and specifications, as approved by the competent authority under the local laws;

2(zc) “Local Authority” means, the Municipal Corporation or Municipality or Panchayats or any other Local Body constituted under any law for the time being in force for providing municipal services or basic services, as the case may be, in respect of areas under its jurisdiction;

2(zf) “Occupancy Certificate” means, the occupancy certificate, or such other certificate by whatever name called, issued by the competent authority permitting occupation of any building, as provided under local laws, which has provision for civic infrastructure such as water, sanitation and electricity;

2(zh) “Planning Area” means, a planning area or a development area or a local planning area or a regional development plan area, by whatever name called, or any other area specified as such by the appropriate Government or any competent authority and includes any area designated by the appropriate Government or the competent authority to be a planning area for future planned development, under the law relating to Town and Country Planning for the time being in force and as revised from time to time;

## 2(za) "Interest"

means the rates of interest payable by the promoter or the allottee, as the case may be.

*Explanation.*—For the purpose of this clause—

the rate of interest chargeable from the allottee by the promoter, in case of default, shall be equal to the rate of interest which the promoter shall be liable to pay the allottee, in case of default;

the interest payable by the promoter to the allottee shall be from the date the promoter received the amount or any part thereof till the date the amount or part thereof and interest thereon is refunded, and the interest payable by the allottee to the promoter shall be from the date the allottee defaults in payment to the promoter till the date it is paid;



## “Definition of Promoter”- Section 2 (zk )

“Promoter” means, -----

(i) a person who constructs or causes to be constructed an independent building or a building consisting of apartments, or converts an existing building or a part thereof into apartments, for the purpose of selling all or some of the apartments to other persons and includes his assignees; or

(ii) a person who develops land into a project, whether or not the person also constructs structures on any of the plots, for the purpose of selling to other persons all or some of the plots in the said project, whether with or without structures thereon; or

(iii) any development authority or any other public body in respect of allottees of—  
(a) buildings or apartments, as the case may be, constructed by such authority or body on lands owned by them or placed at their disposal by the Government; or

(b) plots owned by such authority or body or placed at their disposal by the Government, for the purpose of selling all or some of the apartments or plots; or



(iv) an apex State level co-operative housing finance society and a primary co-operative housing society which constructs apartments or buildings for its Members or in respect of the allottees of such apartments or buildings; or

(v) any other person who acts himself as a builder, coloniser, contractor, developer, estate developer or by any other name or claims to be acting as the holder of a power of attorney from the owner of the land on which the building or apartment is constructed or plot is developed for sale; or

(vi) such other person who constructs any building or apartment for sale to the general public.

**Explanation.**—For the purposes of this clause, where the person who constructs or converts a building into apartments or develops a plot for sale and the persons who sells apartments or plots are different person, both of them shall be deemed to be the promoters and shall be jointly liable as such for the functions and responsibilities specified, under this Act or the rules and regulations made thereunder;

# Registration of real estate project with Real Estate Regulatory Authority (Section-3)

3. (1) No promoter shall advertise, market, book, sell or offer for sale, or invite persons to purchase in any manner any plot, apartment or building, as the case may be, in any real estate project or part of it, in any planning area, without registering the real estate project with the Real Estate Regulatory Authority established under this Act:

Provided that projects that are on-going on the date of commencement of this Act and for which the completion certificate has not been issued, the promoter shall make an application to the Authority for registration of the said project within a period of three months from the date of commencement of this Act:

Provided further that if the Authority thinks necessary, in the interest of allottees, for projects which are developed beyond the planning area but with the requisite permission of the local authority, it may, by order, direct the promoter of such project to register with the Authority, and the provisions of this Act or the rules and regulations made thereunder, shall apply to such projects from that stage of registration.

(2) Notwithstanding anything contained in sub-section (1), no registration of the real estate project shall be required—

(a) where the area of land proposed to be developed does not exceed five hundred square meters or the number of apartments proposed to be developed does not exceed eight inclusive of all phases:

**Provided that,** if the appropriate Government considers it necessary, it may, reduce the threshold below five hundred square meters or eight apartments, as the case may be, inclusive of all phases, for exemption from registration under this Act;

(b) where the promoter has received completion certificate for a real estate project prior to commencement of this Act;

(c) for the purpose of renovation or repair or re-development which does not involve marketing, advertising selling or new allotment of any apartment, plot or building, as the case may be, under the real estate project.

**Explanation.—** For the purpose of this section, where the real estate project is to be developed in phases, every such phase shall be considered a stand alone real estate project, and the promoter shall obtain registration under this Act for each phase separately.

# On-going Projects

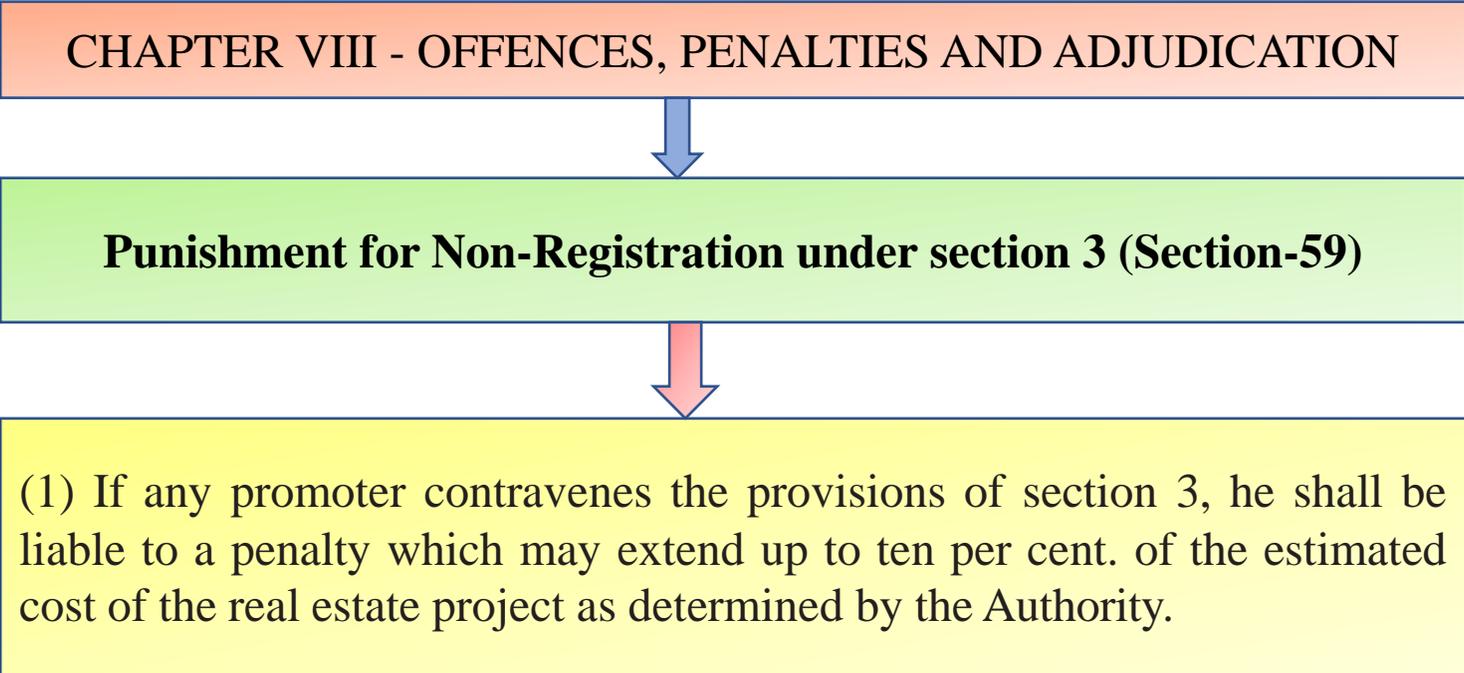
## Definition of on-going projects as per various state rules:

### Definition of on-going projects as per Rules 2(h):

On-going project means a project where development is going on and for which completion certificate has not been issued but excludes such projects which fulfil any of the following criteria on the date of notification of these rules:

- ✓ Where services have been handed over to the Local Authority for maintenance.
- ✓ Where common areas and facilities have been handed over to the Association of the Residents Welfare Association for maintenance.
- ✓ Where all development work have been completed and sale/lease deed of Sixty percent of the apartments/houses/plots have been executed.
- ✓ Where all development work have been completed and application has been filed with the competent authority for issue of completion certificate.

## CHAPTER VIII - OFFENCES, PENALTIES AND ADJUDICATION

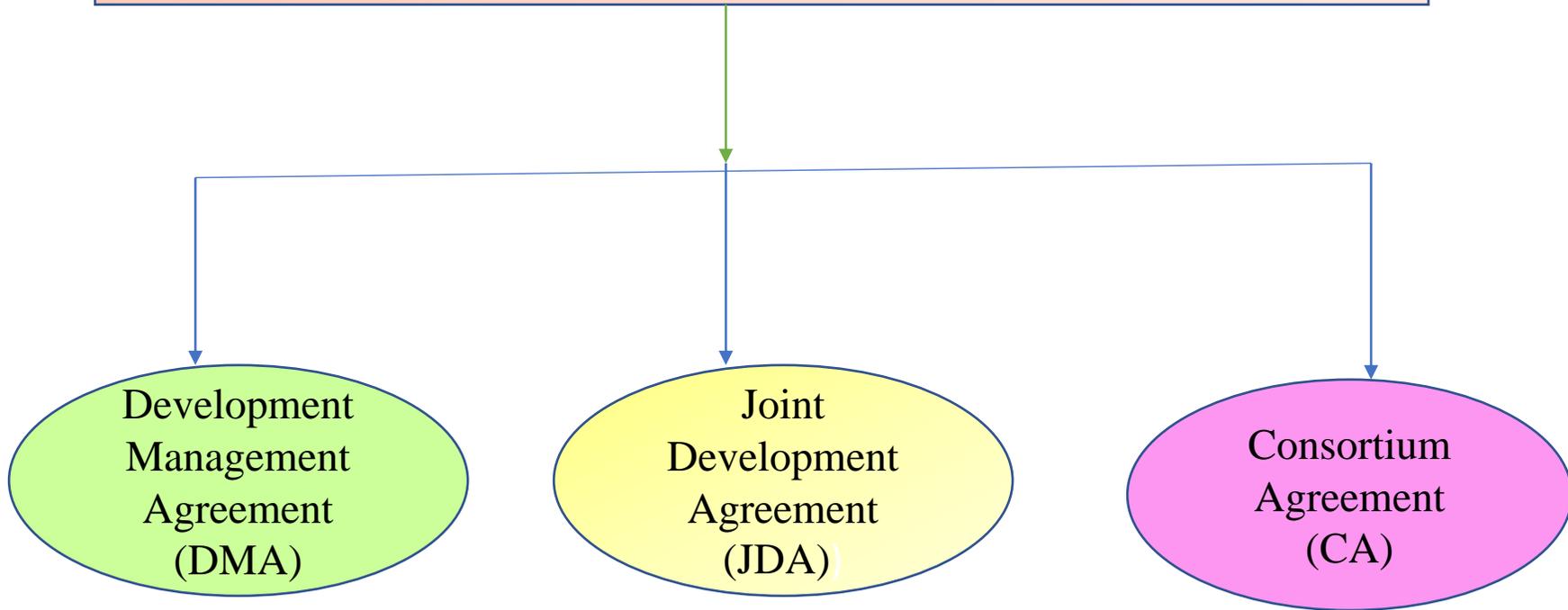


### **Punishment for Non-Registration under section 3 (Section-59)**

(1) If any promoter contravenes the provisions of section 3, he shall be liable to a penalty which may extend up to ten per cent. of the estimated cost of the real estate project as determined by the Authority.

(2) If any promoter does not comply with the orders, decisions or directions issued under sub-section (1) or continues to violate the provisions of section 3, he shall be punishable with imprisonment for a term which may extend up to three years or with fine which may extend up to a further ten per cent. of the estimated cost of the real estate project, or with both.

# JOINT DEVELOPMENT / COLLABORATION



**Landowner / Investors having Area / Revenue Share in Real Estate Project to be treated as Promoter ( Landowner / Investor) – MahaRERA Circular No. 12/2017 dated 04.12.2017**



1. Such individuals/organizations who fall within the aforesaid definition of the term 'Promoter' on account of being landowners or investors, shall be specified as such, at the time of online registration with MAHARERA.

2. Though liabilities of such landowner Promoter or investor Promoter shall be as co-terminus with the written agreement / arrangement governing their rights in the real estate project, for the purpose of withdrawal from the designated bank account of a real estate project, the obligation and liabilities of all such Promoters shall be at par with each other.

3. A copy of the written agreement of arrangement between Promoters (whether landowner or investor) which clearly specifies and details the rights and shares of each Promoter, should be uploaded on the MahaRERA website, along with other details for public viewing.

4. Such landowner Promoter and investor Promoter should also submit declaration in Form B of Maharashtra Real Estate ( Regulation and Development ) ( Registration of Real Estate Projects, Registration of Real Estate Agents ,rates of Interest and Disclosures on website ) Rules, 2017.

5. Further each such landowner Promoter or investor Promoter , who is entitled to a share of the total area developed , should also open separate bank account for deposit of 70% of the sale proceeds realized from the allottees of their share.

## **Write – Up on the impact of RERA vis a vis the documentation**

(a) The Real Estate (Regulation and Development) Act, 2016 was introduced by the Government of India in Year, 2016 and was thereafter implemented in its complete spirit, in the state of Uttar Pradesh on 01.05.2017.

(b) The above Act is directed towards protecting the interests of Property Buyers and the Realtors. The compliances as per the provisions of the above said Act and the rules issued thereafter by the various state governments are mandatory for any Developer / Promoter.

(c) It is equally important that while drafting the documents required during the booking (Registration / Application Form) and post booking (Allotment Letter and Agreement for Sale) have to be drafted in the light of provisions of the Act and the Rules framed thereafter.

(d)The documents recognised by Uttar Pradesh Real Estate Regulatory Authority (UP RERA) for the purpose of booking a unit after the project is registered under RERA are: -

- (1) Application Form for Registration
- (2) Allotment Letter
- (3) Agreement for Sale

The format of Application Form for Registration is submitted to the Hon'ble Regulatory Authority while applying for the registration of the Project, format of Allotment Letter is also submitted while forwarding the Application for the Registration of the Project.

It is pertinent to mention that, as per the notification issued by various Regulatory Authorities including UP RERA, a notified Agreement for Sale format has been issued which is required to be signed by the buyer and the Promoter. The registration of the said document is mandatory as per the laid down provisions of The Real Estate (Regulation and Development) Act, 2016.

It is also pertinent to mention that a promoter can accept, only 10% amount of the Sale value of the Apartment (booking amount) before the Agreement for Sale is signed and registered, balance amount as per the payment schedule can only be accepted after the registration of the aforesaid document.

**The above brief gives a broad idea regarding the importance of the compliances under RERA.**

## Application for Registration of Real Estate Projects (Section -4)

4 (1) Every promoter shall make an application to the Authority for registration of the real estate project in such form, manner, within such time and accompanied by such fee as may be prescribed.

4 (2) The promoter shall enclose the following documents along with the application referred to in sub-section (1), namely:

(a) a brief detail of his enterprise including its name, registered address, type of enterprise (proprietorship, societies, partnership, companies, competent authority), and the particulars of registration, and the names and photographs of the promoter;

(b) a brief detail of the projects launched by him, in the past five years, whether already completed or being developed, as the case may be, including the current status of the said projects, any delay in its completion, details of cases pending, details of type of land and payments pending;

(c) an authenticated copy of the approvals and commencement certificate from the competent authority obtained in accordance with the laws as may be applicable for the real estate project mentioned in the application, and where the project is proposed to be developed in phases, an authenticated copy of the approvals and commencement certificate from the competent authority for each of such phases;

(d) the sanctioned plan, layout plan and specifications of the proposed project or the phase thereof, and the whole project as sanctioned by the competent authority;

(e) the plan of development works to be executed in the proposed project and the proposed facilities to be provided thereof including firefighting facilities, drinking water facilities, emergency evacuation services, use of renewable energy;

(f) the location details of the project, with clear demarcation of land dedicated for the project along with its boundaries including the latitude and longitude of the end points of the project;

(g) proforma of the allotment letter, agreement for sale, and the conveyance deed proposed to be signed with the allottees;

(h) the number, type and the carpet area of apartments for sale in the project along with the area of the exclusive balcony or verandah areas and the exclusive open terrace areas appurtenant with the apartment, if any;

(i) the number and area of garage for sale in the project;

(j) the names and addresses of his real estate agents, if any, for the proposed project;

(k)the names and addresses of the contractors, architect, structural engineer, if any and other persons concerned with the development of the proposed project;

(l)a declaration, supported by an affidavit, which shall be signed by the promoter or any person authorised by the promoter, stating:—

(A)that he has a legal title to the land on which the development is proposed along with legally valid documents with authentication of such title, if such land is owned by another person;

(B)that the land is free from all encumbrances, or as the case may be details of the encumbrances on such land including any rights, title, interest or name of any party in or over such land along with details;

(C) The time period within which he undertakes to complete the project or phase thereof, as the case may be;

(D) that seventy per cent. of the amounts realised 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:

Provided that the promoter shall withdraw the amounts from the separate account, to cover the cost of the project, in proportion to the percentage of completion of the project

Provided Further That the amount from the separate account shall be withdrawn by the promoter after it is certified by an engineer ,an architect and a chartered accountant in practice that the withdrawal is in a proportion to the percentage of completion of the project

Provided also that the promoter shall get his 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 that project and the withdrawal has been in compliance with the proportion to the percentage of completion of the project.

Explanation – for the purpose of this clause, the term “scheduled bank” means a bank included in the second schedule to the Reserve Bank of India Act, 1934;

(E) that he shall take all the pending approvals on time, from the competent authorities;

(F) that he has furnished such other documents as may be prescribed by the rules or regulations made under this Act; and

(m) such other information and documents as may be prescribed.

(3) The Authority shall operationalize a web based online system for submitting applications for registration of projects within a period of one year from the date of its establishment.

# Guidelines for Registration of Project



## General Instructions

1. All the fields are mandatory. In case any field is not applicable, enter “NA”
2. Special characters like %, &, #, @, \*, (, ), “, etc. not allowed.
3. Documents only upto the size of 2 MB can be uploaded.
4. All the Uploaded Documents must be perfectly legible.
5. Complete all the Registration pages viz. Basic Details, Plan Details, Other Details, Development Works, Project Bank Details, Land Details, Upload Documents and Quarterly Targets before clicking on ‘Make payment’ button.

\*\*\*\*\* Renewal / Revision of the Sanctioned Layout Plans

Various NOCs are required while the Plan are submitted to the Designated Authority for sanction / completion :-

1. Fire
2. Structural Stability/ Safety
3. Lift Installation / Safety
4. Height Clearance / Airport Authority
5. Electrical Safety
6. Labour Cess

These NOCs are mandatory to be submitted to the designated Authority along with the Construction plans, only after the sanctioned of such plans by Designated Authority the same are submitted to RERA for onward registration of the project in RERA, only thereafter the registration granted by RERA and Construction / sale of project can start .

## Other Important Roles of Designated Authority



- Occupancy Certificate (OC) / Completion Certificate (CC)
- Compounding
- Purchasable FAR
- Revision of Layout Plan
- Extension of the Validity of Plan for Construction  
(5 Years+3 yrs. Development Authority ) / 5 Years + 5 Years  
(Industrial Development Authority).

**IMP: Any grievances against the Promoter has also to be filled with Designated Authority, who has the powers to entertain such complaints.**

Other parameters which are sanctioned by the Designated Authority while sanctioning the plans for construction are :-

- FAR (Floor Area Ratio) – Coverage
- No. of total Units to be constructed
- Common Facilities to be created as per the plans.
- Parking Area

# TOWN & COUNTRY PLANNING DEPARTMENT, HARYANA



## List of Competent Authority(ies) of HARERA

S.No.	District	Competent Authority
1	Ambala	Department of Town & Country Planning
2	Bhiwani	Department of Town & Country Planning
3	Charkhi Dadri	Department of Town & Country Planning
4	Faridabad	Department of Town & Country Planning
5	Fatehabad	Department of Town & Country Planning
6	Gurugram	Department of Town & Country Planning
7	Hisar	Department of Town & Country Planning
8	Jhajjar	Department of Town & Country Planning
9	Jind	Department of Town & Country Planning
10	Kaithal	Department of Town & Country Planning
11	Karnal	Department of Town & Country Planning
12	Kurukshetra	Department of Town & Country Planning
13	Mahendragarh	Department of Town & Country Planning
14	Mewat	Department of Town & Country Planning
15	Palwal	Department of Town & Country Planning
16	Panchkula	Department of Town & Country Planning
17	Panipat	Department of Town & Country Planning
18	Rewari	Department of Town & Country Planning
19	Rohtak	Department of Town & Country Planning
20	Sirsa	Department of Town & Country Planning
21	Sonipat	Department of Town & Country Planning
22	Yamunanagar	Department of Town & Country Planning

## **Penalty of contravention of Section 4 (Section-60)**



If any promoter provides false information or contravenes the provisions of section 4, he shall be liable to a penalty which may extend up to five per cent. of the estimated cost of the real estate project, as determined by the Authority.

## **Penalty of contravention of other provisions of this Act (Section-61)**



If any promoter contravenes any other provisions of this Act, other than that provided under section 3 or section 4, or the rules or regulations made thereunder, he shall be liable to a penalty which may extend up to five per cent. of the estimated cost of the real estate project as determined by the Authority.

## Grant of Registration (Section-5)

1. On receipt of the application under sub-section (1) of section 4, the Authority shall within a period of thirty days.

(a) grant registration subject to the provisions of this Act and the rules and regulations made thereunder, and provide a registration number, including a Login Id and password to the applicant for accessing the website of the Authority and to create his web page and to fill therein the details of the proposed project; or

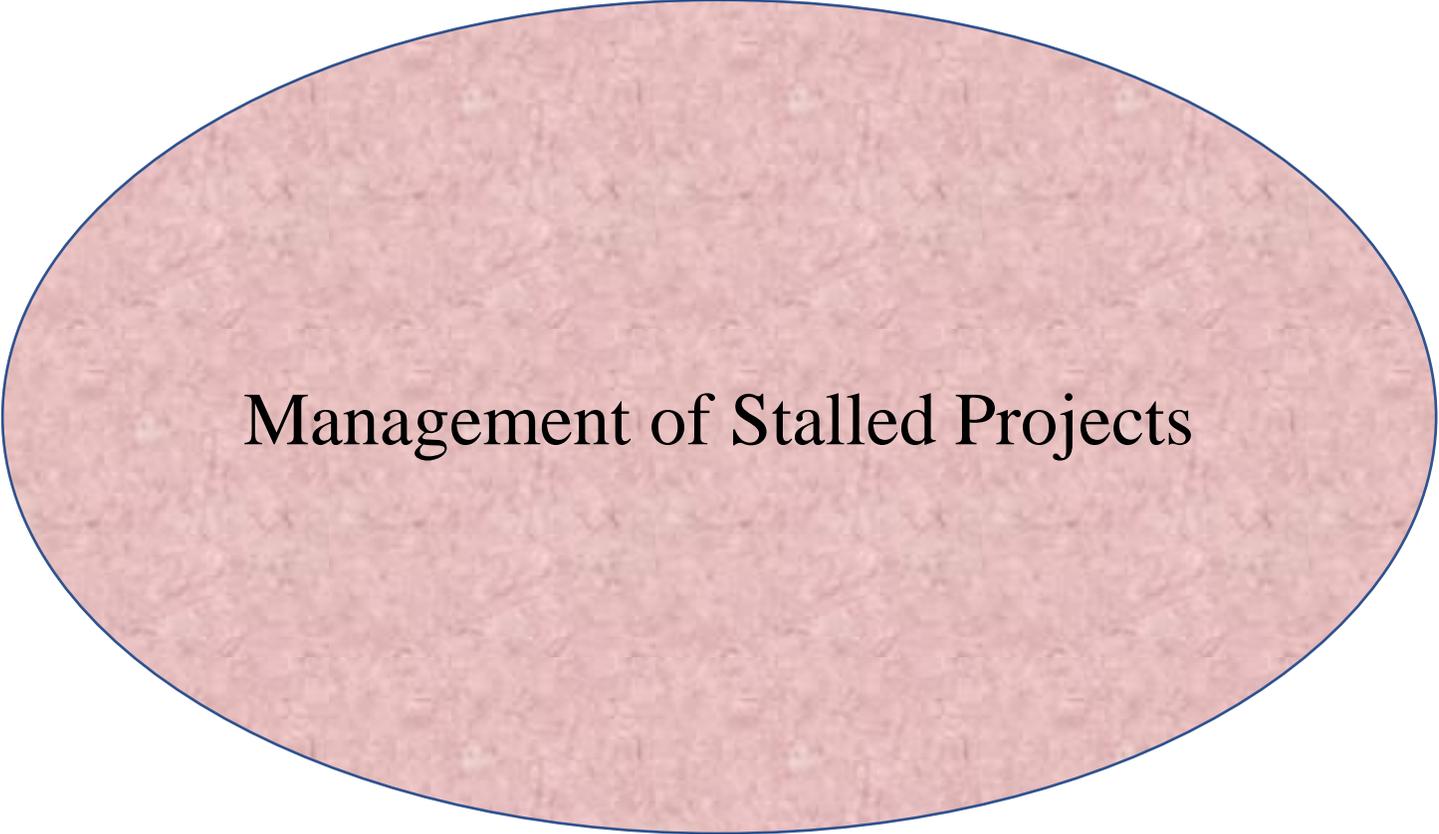
(b) reject the application for reasons to be recorded in writing, if such application does not conform to the provisions of this Act or the rules or regulations made thereunder:

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

## Grant of Registration ( Section- 5)

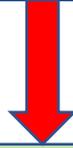
(2) If the Authority fails to grant the registration or reject the application, as the case may be, as provided under sub-section (1), the project shall be deemed to have been registered, and the Authority shall within a period of seven days of the expiry of the said period of thirty days specified under sub-section (1), provide a registration number and a Login Id and password to the promoter for accessing the website of the Authority and to create his web page and to fill therein the details of the proposed project.

(3) The registration granted under this section shall be valid for a period declared by the promoter under sub-clause (C) of clause (l) of sub-section (2) of section 4 for completion of the project or phase thereof, as the case may be.



# Management of Stalled Projects

## **EXTENSION OF STALLED PROJECT**



**RERA provides the Registration extension of 1-year (Section-6) in the end date of completion, subject to its satisfaction on the reasons given by the Promoter for such extension.**

**However, the extension beyond 1 years is to be applied u/s 7(3) of RERA Act and the Authority after being satisfied with the reasons given by the Promoter in writing may grant a further extension as it may deem fit to the Promoter subject to the approval of the AOA. The AOA shall have the first right of refusal to carry out the work of project.**

# Extension of Registration (Section-6)

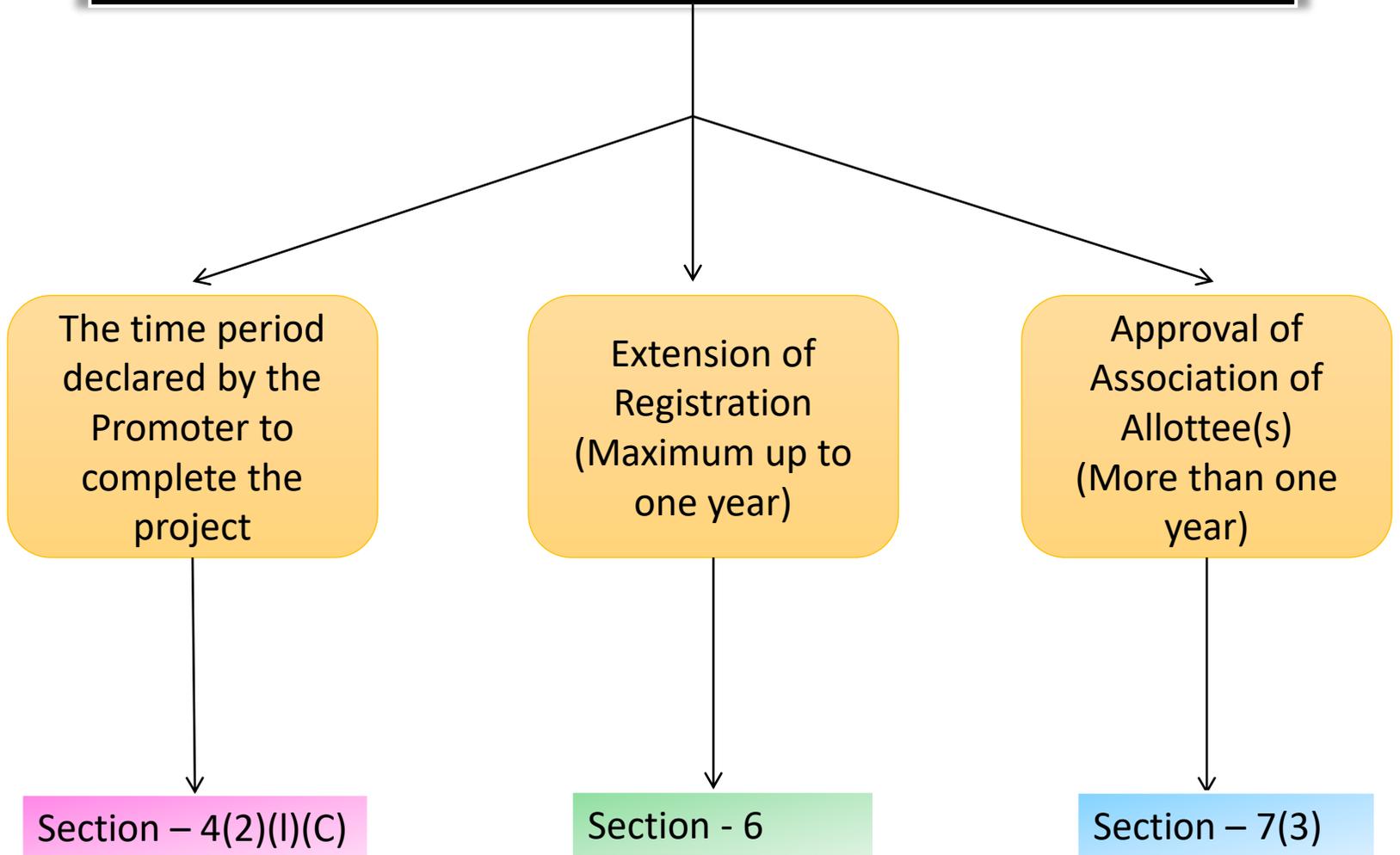
**Force Majeure**

**Other Than Force Majeure**

- ✓ Reasonable circumstances
- ✓ Without default on the part of the promoter
- ✓ Based on the facts of each case
- ✓ Opportunity of being heard
- ✓ Maximum up to one year

**Force Majeure**: - mean a case of War, Flood, Drought, Fire, Cyclone, Earthquake or **any other calamity caused by nature affecting the regular development of the real estate project. (Viz.- COVID-19)**

# Timeline for Completion of the Project



## Revocation of Registration (Section-7)



7(1) Authority may, on receipt of a complaint or *suo motu* in this behalf or on the recommendation of the competent authority, revoke the registration granted under section 5, after being satisfied that

- (a) the promoter makes default in doing anything required by or under this Act or the rules or the regulations made thereunder;
- (b) the promoter violates any of the terms or conditions of the approval given by the competent authority;
- (c) the promoter is involved in any kind of unfair practice or irregularities.
- (d) The Promoter indulges in any fraudulent practices.

(A)The practice of making any statement, whether in writing or by visible representation which --

- (i) falsely represents that the services are of a particular standard or grade;
- (ii) represents that the promoter has approval or affiliation which such promoter does not have;
- (iii) makes a false or misleading representation concerning the services;

(B)The promoter permits the publication of any advertisement or prospectus whether in any newspaper or otherwise of services that are not intended to be offered;

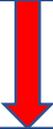
(2) The registration granted to the promoter under section 5 shall not be revoked unless the Authority has given to the promoter not less than thirty days notice, in writing, stating the grounds on which it is proposed to revoke the registration, and has considered any cause shown by the promoter within the period of that notice against the proposed revocation.

(3) The Authority may, instead of revoking the registration under sub-section (1), permit it to remain in force subject to such further terms and conditions as it thinks fit to impose in the interest of the allottees, and any such terms and conditions so imposed shall be binding upon the promoter

(4) The Authority, upon the revocation of the registration :-

- (a) Shall debar the promoter from accessing its website in relation to that project and specify his name in the list of defaulters and display his photograph on its website and also inform the other Real Estate Regulatory Authority in other States and Union territories about such revocation or registration
- (b) facilitate the remaining development works to be carried out in accordance with the provisions of section 8;
- (c) Shall direct the bank holding the project bank account, specified under sub-clause (D) of clause (l) of sub-section (2) of section 4, to freeze the account, and thereafter take such further necessary actions, including consequent de-freezing of the said account, towards facilitating the remaining development works in accordance with the provisions of section 8; ,
- (d) may to protect the interest of allottees or in the public interest, issue such directions as it may deem necessary.

## Obligation of Authority consequent upon lapse of or on revocation of registration (Section-8)



Upon lapse of the registration or on revocation of the registration under this Act, the Authority, may consult the appropriate Government to take such action as it may deem fit including the carrying out of the remaining development works by competent authority or by the association of allottees or in any other manner, as may be determined by the Authority:

Provided that no direction, decision or order of the Authority under this section shall take effect until the expiry of the period of appeal provided under the provisions of this Act:

Provided further that in case of revocation of registration of a project under this Act, the association of allottees shall have the first right of refusal for carrying out of the remaining development works.

Advisory for extension of Registration of real estate projects due to Force Majeure under the provision of Real Estate ( Regulation and Development ) Act,2016(RERA)  
Office Memorandum dated 13.05.2020 by MoHUA



(I) Regulatory Authorities may issue suitable orders/directions to extend the registration and completion date or revised completion date or extended completion date automatically by 6 months due to outbreak of COVID-19 (Corona Virus), which is a calamity caused by nature and is adversely affecting regular development of real estate projects by invoking Force Majeure Clause.

(II) Regulatory Authorities may, on their own discretion, consider to further extend the date of completion as per registration for another period up to 3 months. If the situation in their respective States or any part thereof, for reasons to be recorded in writing, needs special consideration of invoking 'force majeure' in view of current Pandemic

(III) Regulatory Authorities may issue fresh "Project Registration Certificate" with revised timeline in each such registered real estate project at the earliest; and

(IV) Regulatory Authorities may extend concurrently the timelines of all statutory compliances in accordance with the provisions of RERA and the rules and regulations made thereunder.

# FUNCTIONS AND DUTIES OF PROMOTER (Section – 11)

11 (1) The promoter shall, upon receiving his Login Id and password under clause (a) of sub-section (1) or under sub-section (2) of section 5, as the case may be, create his web page on the website of the Authority and enter all details of the proposed project as provided under sub-section (2) of section 4, in all the fields as provided, for public viewing, including—

- details of the registration granted by the Authority;
- quarterly up-to-date the list of number and types of apartments or plots, as the case may be, booked;
- quarterly up-to-date the list of number of garages booked;
- quarterly up-to-date the list of approvals taken and the approvals which are pending subsequent to commencement certificate;
- quarterly up-to-date status of the project; and
- such other information and documents as may be specified by the regulations made by the Authority.

(2) The advertisement or prospectus issued or published by the promoter shall mention prominently the website address of the Authority, wherein all details of the registered project have been entered and include the registration number obtained from the Authority and such other matters incidental thereto.

(3) The promoter at the time of the booking and issue of allotment letter shall be responsible to make available to the allottee, the following information, namely:—

- (a) sanctioned plans, layout plans, along with specifications, approved by the competent authority, by display at the site or such other place as may be specified by the regulations made by the Authority;
- (b) the stage wise time schedule of completion of the project, including the provisions for civic infrastructure like water, sanitation and electricity.

(4) The promoter shall—

- (a) be responsible for all obligations, responsibilities and functions under the provisions of this Act or the rules and regulations made thereunder or to the allottees as per the agreement for sale, or to the association of allottees, as the case may be, till the conveyance of all the apartments, plots or buildings, as the case may be, to the allottees, or the common areas to the association of allottees or the competent authority, as the case may be:

Provided that the responsibility of the promoter, with respect to the structural defect or any other defect for such period as is referred to in sub-section (3) of section 14, shall continue even after the conveyance deed of all the apartments, plots or buildings, as the case may be, to the allottees are executed.

Cont...

To obtain Completion Certificate or Occupancy Certificate from the concerned local authority.

Enable the formation of association of allottees

Execution of Registered Conveyance Deed in favour of allottee

Pay all outgoings before transfer the physical possession of the real estate project

A promoter shall not accept a sum more than **ten per cent** of the cost of the apartment, plot, or building as the case may be, as an advance payment or an application fee, from a person without first entering into a written agreement for sale with such person and register the said agreement for sale, under any law for the time being in force.

## Functions and Duties of the Promoters (Section-11)



11(4)(e) enable the formation of an association or society or co-operative society as the case may be , of the allottees ,or federation of the same ,under the laws applicable :

Provided that in the absence of local laws ,the association of allottees, by whatever name called ,shall be formed within a period of three months of the majority of allottees having booked their plot or apartment or building , as the case may be ,in the Project.

### **Suggested Amendment in Section 11 (4)(e)**

Provided that in the absence of local laws, the association of allottees, by whatever name called, shall be formed within a period of three months of the majority of allottees having taken possession of their plot or apartment or building, as the case may be, in the project; and thereafter the said AOA shall proceed for taking the Handover of the Project as provided in this act.

## Explanation:

Upon taking the possession by majority of the Allottees the Promoter shall inform the Allottees by way of a notice to form the AOA as per the provisions of the act, thereafter it shall also be the responsibility of the Allottees to form such AOA as per the provisions of the act, however the Promoter shall facilitate the process of the formation of such association. In case the Allottees do not cooperate in the formation of AOA and subsequently in taking over the project, the promoter shall have the right to approach the authority which shall issue necessary direction as it may deem fit to the Promoter and to the Allottees to form the AOA and thereafter take the handover of the Project.

### Reason for suggested Amendment Section 11 (4) ( e)

The formation of RWA at the stage of booking is premature as all bookings do not fructify into sale or conveyance. Therefore, the Society or Association formation should be deferred until 6 months after completion or occupation and not on 51% of booking.

11 (4)(f) Execute a registered conveyance deed of the apartment , plot or building , as the case may be , in favour of the allottee along with the undivided proportionate title in the common areas to the association of allottees or competent authority , as the case may be ,as provided under section 17 of this Act.

## Registration of Agreement for Sale (Section – 13)

In terms of The Real Estate (Regulation and Development) Act, 2016 under Section – 13, any registered promoter under RERA is required to enter into a written “Agreement for Sale” with the allottee(s), on the format as prescribed by the Authorities. Such Agreement for Sale has to be registered under any law for the time being in force.

The Stamp Duty to be paid for the Registration of the above document varies from state to state even district to district therefore should be verified from the local authorities; however such Stamp Duty would be adjusted in the final calculation of the stamp duty while registering a conveyance deed / Sale Deed / Sub – Lease Deed for the property allotted.

A prescribed registration fee is also payable in the office of Sub – Registrar for the registration of the above document. It is to be noted that the said registration fee is non-refundable / non-adjustable.

In case the above agreement is cancelled by either of the parties due to any reason whatsoever the said document shall have to be cancelled in the records of the Sub – Registrar also wherein a prescribed fees will again have to be paid for such cancellation.

The above information is hereby conveyed to you so that the same is accordingly informed to the Allottee(s).

Further it is important to note that in case a developer is developing a project on a Lease hold plot allotted by a Development Authority than the above Agreement for Sale entered by a developer company with an allottee(s) has to be necessarily seen with reference to the terms and conditions laid down in the Lease Deed of the plot, entered between the Developer Company and the Development Authority.

## **Adherence to sanctioned plans and project specifications by the promoter ( Section-14)**



14(1) The proposed project shall be developed and completed by the promoter in accordance with the sanctioned plans, layout plans and specifications as approved by the competent authorities.

14(2) Notwithstanding anything contained in any law, contract or agreement, after the sanctioned plans, layout plans and specifications and the nature of the fixtures, fittings, amenities and common areas, of the apartment, plot or building, as the case may be, as approved by the competent authority, are disclosed or furnished to the person who agree to take one or more of the said apartment, plot or building, as the case may be, the promoter shall not make -----

(i) Any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described therein in respect of the apartment, plot or building, as the case may be, which are agreed to be taken, without the previous consent of that person:

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 may be necessary due to architectural and structural reasons duly recommended and verified by an authorised Architect or Engineer after proper declaration and intimation to the allottee.

*Explanation.*—For the purpose of this clause "minor additions or alterations" excludes structural change including an addition to the area or change in height, or the removal of part of a building, or any change to the structure, such as the construction or removal or cutting into of any wall or a part of a wall, partition, column, beam, joist, floor including a mezzanine floor or other support, or a change to or closing of any required means of access ingress or egress or a change to the fixtures or equipment, etc.

(ii) Any other alterations or additions in the sanctioned plans, layout plans and specifications of the buildings or the common areas within the project without the previous written consent of at least two-thirds of the allottees, other than the promoter, who have agreed to take apartments in such building.

*Explanation.*—For the purpose of this clause, the allottees, irrespective of the number of apartments or plots, as the case may be, booked by him or booked in the name of his family, or in the case of other persons such as companies or firms or any association of individuals, etc., by whatever name called, booked in its name or booked in the name of its associated entities or related enterprises, shall be considered as one allottee only.

## Adherence to sanctioned plans and project specifications by the promoter (Section-14)

14 (3) 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 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 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 this Act.

## Obligations of promoter in case of transfer of a real estate project to a third party (Section-15)



(1) The promoter shall not transfer or assign his majority rights and liabilities in respect of a real estate project to a third party without obtaining prior written consent from two-third allottees, except the promoter, and without the prior written approval of the Authority:

Provided that such transfer or assignment shall not affect the allotment or sale of the apartments, plots or buildings as the case may be, in the real estate project made by the erstwhile promoter.

Explanation- For the purpose of this sub-section, the allottee, irrespective of the number of apartments or plots, as the case may be, booked by him or booked in the name of his family, or in the case of other persons such as companies or firms or any association of individuals, by whatever name called, booked in its name or booked in the name of its associated entities or related enterprises, shall be considered as one allottee only.

(2) On the transfer or assignment being permitted by the allottees and the Authority under sub-section (1), the intending promoter shall be required to independently comply with all the pending obligations under the provisions of this Act or the rules and regulations made thereunder, and the pending obligations as per the agreement for sale entered into by the erstwhile promoter with the allottees:

Provided that any transfer or assignment permitted under provisions of this section shall not result in extension of time to the intending promoter to complete the real estate project and he shall be required to comply with all the pending obligations of the erstwhile promoter, and in case of default, such intending promoter shall be liable to the consequences of breach or delay, as the case may be, as provided under this Act or the rules and regulations made thereunder.

# Transfer of title (Section- 17)

17. (1) The promoter shall execute a registered conveyance deed in favour of the allottee along with the undivided proportionate title in the common areas to the association of the allottees or the competent authority, as the case may be, and hand over the physical possession of the plot, apartment of building, as the case may be, to the allottees and the common areas to the association of the allottees or the competent authority, as the case may be, in a real estate project, and the other title documents pertaining thereto within specified period as per sanctioned plans as provided under the local laws:

Provided that, in the absence of any local law, conveyance deed in favour of the allottee or the association of the allottees or the competent authority, as the case may be, under this section shall be carried out by the promoter within three months from date of issue of occupancy certificate.

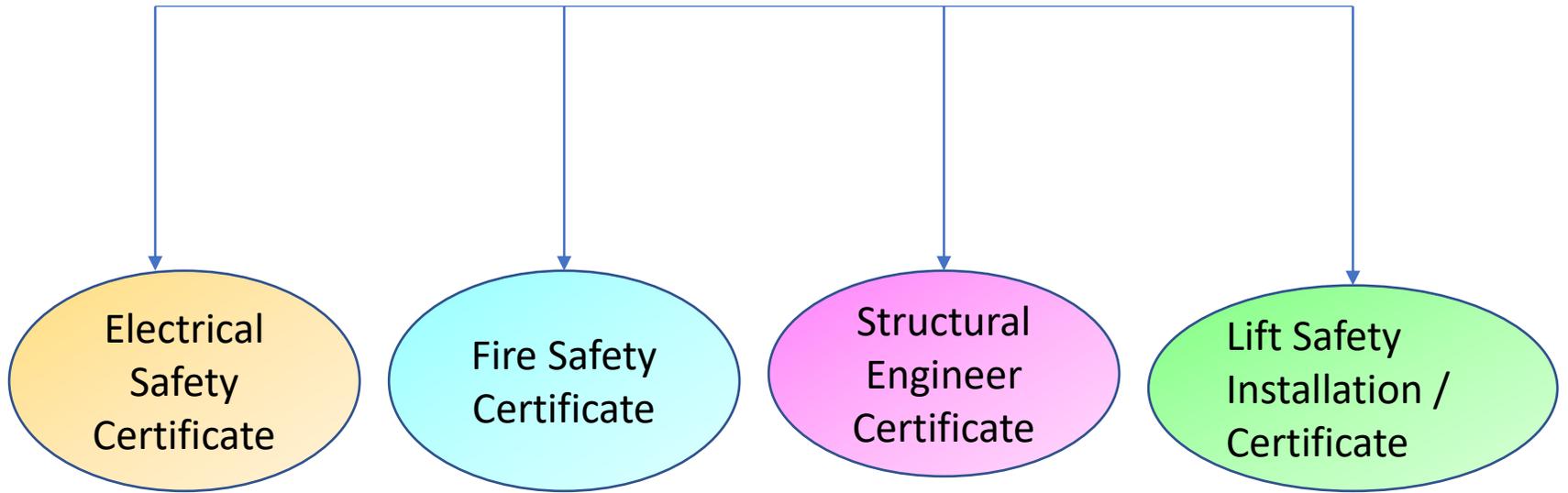
(2) After obtaining the occupancy certificate and handing over physical possession to the allottees in terms of sub-section (1), it shall be the responsibility of the promoter to hand-over the necessary documents and plans, including common areas, to the association of the allottees or the competent authority, as the case may be, as per the local laws:

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 the allottees or the competent authority, as the case may be, within thirty days after obtaining the completion certificate.

Once the Construction of the project is completed as per the sanctioned layout plan, the Promoter is bound to obtain OC / CC for the project and only thereafter can offer possession to the customers ( Registration of Sale Deed / Sub-lease Deed / Registry is mandatory before physical possession given). For exit under RERA The CC / OC is to be obtained and filed with RERA.

### **Application of Completion Certificate (CC) to Competent Authority**

After completion of all the construction and development activities, the Promoter shall submit application of Completion Certificate (CC) along with said Four certificates to the Competent Authority and the Competent Officer may reject the said application along with required changes with in 7 working days from the date of application and intimate the same to the promoter with in 8 working days and if the same is not intimated with in the said time period than the Competent Officer shall considered the said Completion Certificate as Deemed Approved.



**Office Order Dated-16.09.2019 of Uttar Pradesh Real Estate  
Regulatory Authority, Lucknow (UP RERA)**

## Transfer of title (Local Laws) (Uttar Pradesh)

RWA/AOA shall be Registered with the Registrar of Firms, Societies & Chits Uttar Pradesh.

The Uttar Pradesh Apartment (Promotion of Construction, Ownership and Maintenance) Act, 2010.

The Uttar Pradesh Apartment (Promotion of Construction, Ownership and Maintenance) Rules , 2011.

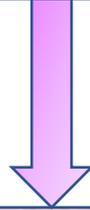
The Uttar Pradesh Apartment (Promotion of Construction, Ownership and Maintenance) Amendment Act, 2016.

Model Bye- Laws

S.No.	Activity	Section	RERA	Section	UP Apartment Act
1	Formation of RWA / AOA / AAO	11(4)(e)	within a period of three months of the majority of allottees having booked their plot or apartment or building, as the case may be, in the project;	14(2)	It shall be the joint responsibility of the promoter and the apartment owners to form an Association. The promoter shall get the Association registered when such number of apartments have been handed over to the owners which is necessary to form an association or sixty percent of apartments, whichever is more, by way of sale, transfer or possession, provided the building has been completed alongwith all infrastructure services and completion certificate obtained from the local authority.
2	Handover of the Project	17(2)	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 the allottees or the competent authority, as the case may be, within thirty days after obtaining the completion certificate.	14(5)	On formation of the Association of the Apartment Owners under sub-section (2) above, the management of the affairs of the apartments regarding their common areas and facilities shall be deemed to be transferred from the promoter to the Association which shall thereupon maintain them

The Project completed in phases will have the time gap between the phases, hence it is suggested that a separate AOA be formed for different phases after the completion of a particular Phase. However, it has been well recognised by RERA that, the phases cannot be left stand alone and for administration of affairs in relation to the apartment and properties appertaining there to and for the management of common areas and facilities, the association of allottees has to be formed. However, for effective and proper administration, after the completion of all the phases of the Project, a federation be formed in the Project, having representation from the AOAs of different phases. RERA should clearly issue directions on this, to avoid any complications / confusion in future.

## The Uttar Pradesh Real estate (Regulation and Development) (Agreement for Sale/Lease) Rules, 2018 (Rule-11)



The Promoter shall be responsible to provide and maintain essential services in the project till the taking over the maintenance of the project by the association of the allottees upon the issuance of the completion certificate of the project. The cost of maintenance of 1(one) year from the date of Completion Certificate has been included in the total Price of the apartments / plot.

However , if the Association of Allotees is not formed within 1 year of completion certificate the promoter will be entitled to collect from allottees amount equal to the amount of maintenance disclosed in para 1.2+10% in Liew of price escalation for the purpose of the maintenance charge to association of Allottees once it is formed.

**The Uttar Pradesh Real estate (Regulation and Development)  
(Agreement for Sale/Lease) Rules, 2018 (Rule-19)**



The Promoter has assured the Allottees that the Project in its entirety is in accordance with the provisions of the U.P Apartment (Promotion of Construction, Ownership and Maintenance) Act, 2010. The Promoter showing compliance of various laws/regulations as applicable in Uttar Pradesh

## Common Problems

- (1) Non-execution of Sub-Lease Deed due to non-payment of dues.
- (2) RWA / AOA not ready to take the handover of the Project.
- (3) Group rivalry in the RWA / AOA.
- (4) Non-turnup of Allottees for Conveyance Deed regarding high magnitude.
- (5) Despite of handover to RWA / AOA, lack of Maintenance Services.
- (6) No payment, no registry, no possession, fault finding by Allottees.
- (7) Long list of snags by RWA / AOA to the Promoter. – Vicious circle.
- (8) Registry / Sale Deed / Conveyance Deed.
- (9) No Maintenance, no painting, Local leaders, difficulty in running and maintenance of RWA / AOA.
- (10) No realisation on the ground level.

# Return of amount and compensation(Section-18)

18 (1) If the promoter fails to complete or is unable to give possession of an apartment, plot or building,—

- in accordance with the terms of the agreement for sale or, as the case may be, duly completed by the date specified therein; or
- due to discontinuance of his business as a developer on account of suspension or revocation of the registration under this Act or for any other reason,

- ✓ he 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 amount received by him in respect of that apartment, plot, building, as the case may be, with interest at such rate as may be prescribed in this behalf including compensation in the manner as provided under this Act:
- ✓ Provided that where an allottee does not intend to withdraw from the project, he shall be paid, by the promoter, interest for every month of delay, till the handing over of the possession, at such rate as may be prescribed.

## Rights and Duties of Allottees (Section-19)



(1) The allottee shall be entitled to obtain the information relating to sanctioned plans, layout plans along with the specifications, approved by the competent authority and such other information as provided in this Act or the rules and regulations made thereunder or the agreement for sale signed with the promoter.

(2) The allottee shall be entitled to know stage-wise time schedule of completion of the project, including the provisions for water, sanitation, electricity and other amenities and services as agreed to between the promoter and the allottee in accordance with the terms and conditions of the agreement for sale.

(3) The allottee shall be entitled to claim the possession of apartment, plot or building, as the case may be, and the association of allottees shall be entitled to claim the possession of the common areas, as per the declaration given by the promoter under sub-clause (C) of clause (l) of sub-section (2) of section 4.

(4) The allottee shall be entitled to claim the refund of amount paid along with interest at such rate as may be prescribed and compensation in the manner as provided under this Act, from the promoter, if the promoter fails to comply or is unable to give possession of the apartment, plot or building, as the case may be, in accordance with the terms of agreement for sale or due to discontinuance of his business as a developer on account of suspension or revocation of his registration under the provisions of this Act or the rules or regulations made thereunder.

(5) The allottee shall be entitled to have the necessary documents and plans, including that of common areas, after handing over the physical possession of the apartment or plot or building as the case may be, by the promoter.

(6) Every allottee, who has entered into an agreement for sale to take an apartment, plot or building as the case may be, under section 13, shall be responsible to make necessary payments in the manner and within the time as specified in the said agreement for sale and shall pay at the proper time and place, the share of the registration charges, municipal taxes, water and electricity charges, maintenance charges, ground rent, and other charges, if any.

(7) The allottee shall be liable to pay interest, at such rate as may be prescribed, for any delay in payment towards any amount or charges to be paid under sub-section (6).

(8) The obligations of the allottee under sub-section (6) and the liability towards interest under sub-section (7) may be reduced when mutually agreed to between the promoter and such allottee.

(9) Every allottee of the apartment, plot or building as the case may be, shall participate towards the formation of an association or society or cooperative society of the allottees, or a federation of the same.

(10) Every allottee shall take physical possession of the apartment, plot or building as the case may be, within a period of two months of the occupancy certificate issued for the said apartment, plot or building, as the case may be.

(11) Every allottee shall participate towards registration of the conveyance deed of the apartment, plot or building, as the case may be, as provided under sub-section (1) of section 17 of this Act.

# Important Activities to be Done by Promoter Company

- ❖ Promoter to get registered with the full-fledged Real Estate Regulatory Authority or else with the interim regulator.
- ❖ To make internal system, controls, SOP's RERA compliant. (i.e. Redesigning business)
- ❖ Amendment, change, modification in the sales and marketing documents viz., Agreement to sell, allotment letter, payment plan, flat or apartment specifications by whatever name called.
- ❖ To open "RERA designated account" with the concerned Banker
- ❖ Modification in the existing lender / credit facility provider loan documents, escrow agreements etc.
- ❖ To deposit all customer's collection directly to the "RERA designated account"
- ❖ Area of the unit:- The promoter has to bifurcate Carpet Area, Balcony Area and Total Area

- ❖ Make sure any amount realized from any customer in any form the same shall be deposit to the “RERA Escrow account”.
- ❖ May arrange for addendum / supplement / fresh agreement with the existing customers to accommodate with the new changes as per act and the rules and regulations made thereunder.
- ❖ To arrange for Carpet Area, Balcony Area and Total Area of the flat / apartment / building / floor etc.
- ❖ To make sure that project completion date shall be accurate, and promoter / builder / developer must adhere to the same.
- ❖ The project must be complete by that date otherwise there may be huge repercussion.
- ❖ For every withdrawal from “RERA Escrow account” have to submit Project Architect, Engineer and CA. Certificate in the prescribed format.
- ❖ To manage and planning of working capital as the major amount (i.e. 70%) will go to the “RERA Escrow account” which is a substantial amount and due to this project activities may suffer.

- ❖ Every Sales, Marketing, Branding document must contain RERA registration no. including newspaper advertisement.
- ❖ The RERA registration number may be use as marketing tool.
- ❖ Builder has to obtain insurance for any structural defect up to 5 (Five) years.
- ❖ Developer has to create a back-to-back warranty with suppliers in case a challenge comes up starting from the point of contracting to execution and finally handing over, documentation has to be clearly spelled out.
- ❖ Rate of Interest:- Interest rate shall be the State Bank of Indian highest marginal cost of funds based Lending rate plus Two per cent. (As per NCT of Delhi Rules)

# RERA Escrow Mechanism Section-4(2)(I)(D)

(D) that **seventy per cent.** of the amounts realised 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:

Provided that the promoter shall withdraw the amounts from the separate account, to cover the cost of the project, in proportion to the percentage of completion of the project:

Provided further that the amounts from the separate account shall be withdrawn by 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:

Provided also that the promoter shall get his 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 that project and the withdrawal has been in compliance with the proportion to the percentage of completion of the project.

# Flow Chart of Model RERA Banking Escrow Mechanism

**Customer**

**Collection Escrow Account (100% receivables) ("Account I")**

(30%)

**Developers Current A/c  
("Account III")**

**Payment Towards other heads  
such as:-**

- ✓ Sales & Marketing
- ✓ Commission
- ✓ Brokerage
- ✓ Corporate Overheads
- ✓ Income Tax
- ✓ Profits

(70%)

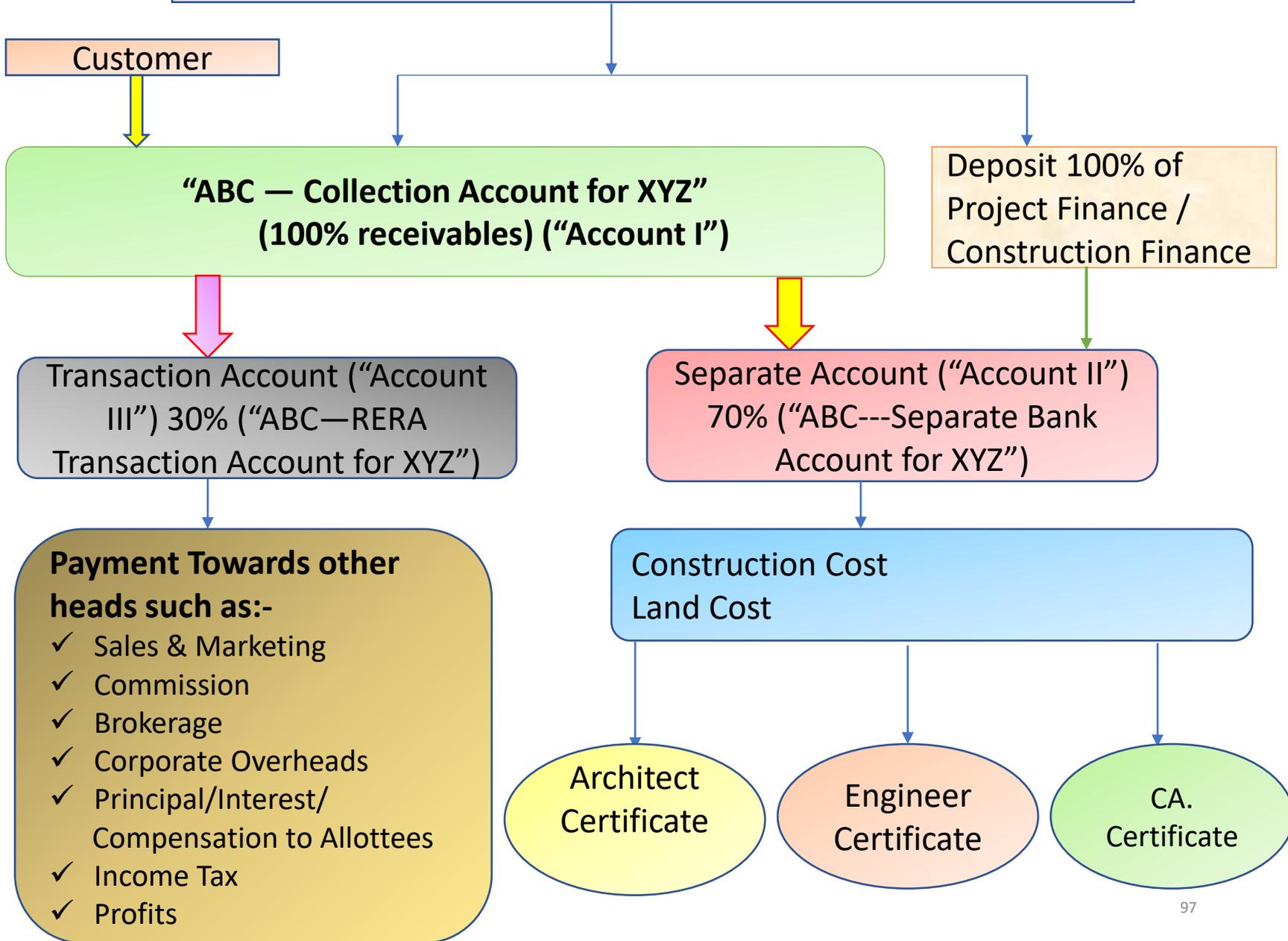
**RERA Designated Account  
("Account II")**

**Payment Towards:-**

- ✓ Construction Cost
- ✓ Land Cost

**Transfer based  
on  
construction  
progress and  
withdrawal  
eligibility**

# Model Flow Chart of New Separate Bank Account



# Flow Chart of Model RERA and Lender Banking Mechanism

Customer

Collection Escrow Account (100% receivables) ("Account I")

(30%)

Lender's Escrow Account (100%)-  
("Account III")

(70%)

RERA Designated Account  
("Account II")

(x%)\*

Pre-Payment to Lender

(100% - x%)

Developers Current A/c  
("Account IV")

**FORM 1 [see Regulation 3]**

**ARCHITECT'S CERTIFICATE**

**(To be submitted at the time of Registration of Ongoing Project and for withdrawal of Money from Designated Account)**

Date :

To

The \_\_\_\_\_ (Name & Address of Promoter),

**Subject : Certificate of Percentage of Completion of Construction Work of \_\_\_\_\_ No. of Building(s)/ \_\_\_\_\_ Wing(s) of the \_\_\_\_\_ Phase of the Project [MahaRERA Registration Number] situated on the Plot bearing C.N. No/CTS No./Survey no./ Final Plot no \_\_\_\_\_ demarcated by its boundaries ( latitude and longitude of the end points) \_\_\_\_\_ to the North \_\_\_\_\_ to the South \_\_\_\_\_ to the East \_\_\_\_\_ to the West of Division \_\_\_\_\_ village \_\_\_\_\_ taluka \_\_\_\_\_ District \_\_\_\_\_ PIN \_\_\_\_\_ admeasuring \_\_\_\_\_ sq.mts. area being developed by [Promoter's Name]**

Sir,

I/ We \_\_\_\_\_ have undertaken assignment as Architect /Licensed Surveyor of certifying Percentage of Completion of Construction Work of the

\_\_\_\_\_ Building(s)/\_\_\_\_\_ Wing(s) of the \_\_\_ Phase of the Project, situated on the plot bearing C.N. No/CTS No./Survey no./ Final Plot no \_\_\_\_\_ of Division \_\_\_\_\_ village \_\_\_\_\_ taluka \_\_\_\_\_ District \_\_\_\_\_  
PIN \_\_\_\_\_ admeasuring \_\_\_\_\_ sq.mts. area being developed by [Promoter's Name]

1. Following technical professionals are appointed by Owner / Promoter :-

- (i) M/s/Shri/Smt \_\_\_\_\_ as L.S. / Architect ;
- (ii) M/s /Shri / Smt \_\_\_\_\_ as Structural Consultant
- (iii) M/s /Shri / Smt \_\_\_\_\_ as MEP Consultant
- (iv) M/s /Shri / Smt \_\_\_\_\_ as Site Supervisor

Based on Site Inspection, with respect to each of the Building/Wing of the aforesaid Real Estate Project , I certify that as on the date of this certificate, the Percentage of Work done for each of the building/Wing of the Real Estate Project as registered vide number \_\_\_\_\_ under MahaRERA is as per table A herein below. The percentage of the work executed with respect to each of the activity of the entire phase is detailed in Table B.

**Table A**

Building /Wing Number\_\_\_\_(to be prepared separately for each Building /Wing of the Project)

Sr. No	Tasks /Activity	Percentage of work done
1	Excavation	
2	_____ number of Basement(s) and Plinth	
3	_____ number of Podiums	
4	Stilt Floor	
5	_____ number of Slabs of Super Structure	
6	Internal walls, Internal Plaster, Floorings within Flats/Premises, Doors and Windows to each of the Flat/Premises	

- 7 Sanitary Fittings within the Flat/Premises,  
Electrical Fittings within the Flat/Premises
- 8 Staircases, Lifts Wells and Lobbies at each  
Floor level connecting Staircases and Lifts,  
Overhead and Underground Water Tanks
- 9 The external plumbing and external plaster,  
elevation, completion of terraces with waterproofing of  
the Building/Wing,
- 10 Installation of lifts, water pumps, Fire Fighting Fittings  
and Equipment as per CFO NOC, Electrical fittings to  
Common Areas, electro, mechanical equipment,  
Compliance to conditions of environment /CRZ NOC,  
Finishing to entrance lobby/s, plinth protection,  
paving of areas appurtenant to Building/Wing,  
Compound Wall and all other requirements as may be  
required to Obtain Occupation /Completion Certificate

**TABLE-B****Internal & External Development Works in Respect of the entire Registered Phase**

S.No	Common areas and Facilities, Amenities	Proposed (Yes/No)	Percentage of Work done	Details
1.	Internal Roads & Footpaths			
2.	Water Supply			
3.	Sewerage (chamber, lines, Septic Tank , STP)			
4.	Storm Water Drains			
5.	Landscaping & Tree Planting			
6.	Street Lighting			
7.	Community Buildings			
8.	Treatment and disposal of sewage and sullage water			

9. Solid Waste management & Disposal
10. Water conservation, Rain water harvesting
11. Energy management
12. Fire protection and fire safety requirements
13. Electrical meter room, sub-station, receiving station

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14. Others ( Option to Add more)

---

Yours Faithfully

Signature & Name (IN BLOCK LETTERS) of L.S/ Architect

(License NO.....)

**FORM-2 [see Regulation 3]**

**ENGINEER'S CERTIFICATE**

**(To be submitted at the time of Registration of Ongoing Project and for withdrawal of Money from Designated Account- Project wise)**

Date:

To

The \_\_\_\_\_ (Name & Address of Promoter),

**Subject: Certificate of Cost Incurred for Development of [Project Name] for Construction of \_\_\_\_\_ building(s)/\_\_\_\_\_Wing(s) of the \_\_\_\_\_ Phase ( MahaRERA Registration Number)situated on the Plot bearing C.N. No/CTS No./Survey no./ Final Plot no**

\_\_\_\_\_ demarcated by its boundaries ( latitude and longitude of the end points)

\_\_\_\_\_to the North\_\_\_\_\_to the South \_\_\_\_\_to the East \_\_\_\_\_to the West

of Division \_\_\_\_\_ village \_\_\_\_\_ taluka \_\_\_\_\_ District \_\_\_\_\_PIN  
\_\_\_\_\_admeasuring \_\_\_\_\_sq.mts. area being developed by

**[Promoter] Ref: MahaRERA Registration Number \_\_\_\_\_**

Sir,

I/ We\_\_\_\_\_ have undertaken assignment of certifying Estimated Cost for the Subject Real Estate Project proposed to be registered under MahaRERA, being \_\_\_\_\_Building(s)/ )/\_\_\_\_\_ Wing(s) of the \_\_\_\_\_ Phase situated on the plot bearing C.N. No/CTS

No./Survey no./ Final Plot no \_\_\_\_\_ of Division \_\_\_\_\_ village \_\_\_\_\_ taluka \_\_\_\_\_ District \_\_\_\_\_ PIN \_\_\_\_\_ admeasuring \_\_\_\_\_ sq.mts. area being developed by [Owner/Promoter]

1. Following technical professionals are appointed by Owner / Promoter :-
  - (i) M/s/Shri/Smt \_\_\_\_\_ as L.S. / Architect ;
  - (ii) M/s /Shri / Smt \_\_\_\_\_ as Structural Consultant
  - (iii) M/s /Shri / Smt \_\_\_\_\_ as MEP Consultant
  - (iv) M/s /Shri / Smt \_\_\_\_\_ as Quantity Surveyor \*
2. We have estimated the cost of the completion to obtain Occupation Certificate/ Completion Certificate, of the Civil, MEP and Allied works, of the Building(s) of the project. Our estimated cost calculations are based on the Drawings/plans made available to us for the project under reference by the Developer and Consultants and the Schedule of items and quantity for the entire work as calculated by \_\_\_\_\_ quantity Surveyor\* appointed by Developer/Engineer, and the assumption of the cost of material, labour and other inputs made by developer, and the site inspection carried out by us.
3. We estimate Total Estimated Cost of completion of the building(s) of the aforesaid project under reference as Rs\_ \_\_\_\_\_( Total of Table A and B). The estimated Total Cost of project is with reference to the Civil, MEP and allied works required to be completed for the purpose of obtaining occupation certificate / completion certificate for the building(s) from the \_\_\_\_\_ being the Planning Authority under whose jurisdiction the aforesaid project is being implemented.
4. The Estimated Cost Incurred till date is calculated at Rs. \_\_\_\_\_(Total of Table A and B)\_ . The amount of Estimated Cost Incurred is calculated on the base of amount of Total Estimated Cost.
5. The Balance cost of Completion of the Civil, MEP and Allied works of the Building(s) of the subject project to obtain Occupation Certificate / Completion Certificate from \_\_\_\_\_ (planning Authority) is estimated at Rs \_\_\_\_\_( Total of Table A and B).
6. I certify that the Cost of the Civil, MEP and allied work for the aforesaid Project as completed on the date of this certificate is as given in Table A and B below :

**TABLE A**

Building /Wing bearing Number\_\_\_\_ or called \_\_\_\_\_

**(to be prepared separately for each Building /Wing of the Real Estate Project)**

<b>Sr. No</b>	<b>Particulars</b>	<b>Amounts</b>
1	Total Estimated cost of the building/wing as on _____ date of Registration is	Rs. _____ /-
2	Cost incurred as on _____ (based on the Estimated cost )	Rs. _____ /-
3	Work done in Percentage (as Percentage of the estimated cost )	_____ %
4	Balance Cost to be Incurred (Based on Estimated Cost)	Rs. _____/-
5	Cost Incurred on Additional /Extra Items as on _____not included in the Estimated Cost (Annexure A)	Rs. _____ /-

**TABLE B****(to be prepared for the entire registered phase of the Real Estate Project)**

<b>Sr. No</b>	<b>Particulars</b>	<b>Amounts</b>
1	Total Estimated cost of the Internal and External Development Works including amenities and Facilities in the layout as on _____ date of Registration is	Rs. _____ /-
2	Cost incurred as on _____ (based on the Estimated cost )	Rs. _____ /-
3	Work done in Percentage (as Percentage of the estimated cost )	_____ %
4	Balance Cost to be Incurred (Based on Estimated Cost)	Rs. _____ /-
5	Cost Incurred on Additional /Extra Items as on _____ not included in the Estimated Cost (Annexure A)	Rs. _____ /-

Yours Faithfully

Signature of Engineer

(Licence No.....)

**\* Note**

1. The scope of work is to complete entire Real Estate Project as per drawings approved from time to time so as to obtain Occupation Certificate /Completion Certificate.
2. (\*) Quantity survey can be done by office of Engineer or can be done by an independent Quantity Surveyor, whose certificate of quantity calculated can be relied upon by the Engineer. In case of independent quantity surveyor being appointed by Developer, the name has to be mentioned at the place marked (\*) and in case quantity are being calculated by office of Engineer, the name of the person in the office of Engineer, who is responsible for the quantity calculated should be mentioned at the place marked (\*).
3. The estimated cost includes all labour, material, equipment and machinery required to carry out entire work.
4. As this is an estimated cost, any deviation in quantity required for development of the Real estate Project will result in amendment of the cost incurred/to be incurred.
5. All components of work with specifications are indicative and not exhaustive.

**Annexure A**

List of Extra / Additional Items executed with Cost  
(which were not part of the original Estimate of Total Cost)

# CA.Certificate

## Chartered Accountants Certificate

(FOR THE PURPOSE OF WITHDRAWAL OF MONEY FROM DESIGNATED ACCOUNT OF PROJECT)

Information as on 30.09.2018

Certification work Assigned vide letter No.- NIL Dated - 05.10.2018

**Subject: Certificate of amount incurred on \_\_\_\_\_ Project, for Construction of \_\_\_\_ Nos. Towers situated on \_\_\_\_\_ Development Authority \_\_\_\_\_, District \_\_\_\_\_, admeasuring \_\_\_\_\_ Sq. Mtrs. area, being developed by \_\_\_\_\_ having \_\_\_\_\_ RERA Registration No.- \_\_\_\_\_, Bank A/c No. \_\_\_\_\_ - \_\_\_\_\_, \_\_\_\_\_ Bank, \_\_\_\_\_ RERA A/c**

		Rs. in Lacs	Rs.in Lacs
S.No.	Particulars	Total Cost Estimated	Amount incurred till now
1	2	3	4
1	Land Cost (a) Acquisition cost of land (purchase or through agreement with land owner) and legal costs on land transaction; (b) Amount payable to obtain development rights, additional FAR and any other incentive under Local Authority or State Government or any Statutory Authority, if any; (c) Acquisition cost of TDR (Transfer of Development Rights), if any; (d) Amounts payable to State Government or competent authority or any other statutory authority of the State or Central Government towards stamp duty, transfer charges, registration fees etc. (if not included in para (a) above); (e) Interest (Other than Penal Interest , Penalties etc.) paid to FI , Scheduled Banks , NBFC and "Unsecured Loan at State Bank of India - Marginal cost of Fund based lending Rate (SBI -MCLR)" on money borrowed for purchase of land and also to ,Competent Authority.	191	191
	<b>SUB TOTAL LAND COST (in Rs.)</b>	191	191

S.No.	Particulars	Total Cost Estimated	Amount incurred till now
1	2	3	4
2	<b>Project Clearance Fees</b> (a) Fees paid to RERA (b) Fees paid to Local Authority (c) Consultant/Architect Fees (directly attributable to project) (d) Any other (specify)	177	147
	<b>SUB TOTAL FEES PAID (in Rs.)</b>	177	147
3A	<b>Cost of Development And construction</b> (a) Cost of services (water, electricity to construction site) , Site Overheads; (b) Depreciation cost of machinery and equipment purchased, or hired and maintenance costs, consumables etc., (so long as these costs are directly incurred in the construction of the concerned project); (c) Cost of material actually purchased; (d) Cost of <b>Salary and Wages</b> (excluding cost of salaries of employees of the company not directly attached to project);	2,878	2,008
	<b>Sub Total of Construction Cost (in Rs.) (sum of (a) to (d) of Row 3a )</b>	2,878	2,008
3B	<b>Cost of construction incurred (As Certified by Project Engineer)</b>	2,878	1,660
3C	<b>Total Construction Cost (Lower of 3A and 3B.)</b>	2,878	1,660
3D	<b>Interest (Other than Penal Interest and Penalties etc.) paid to Financial Institution , Scheduled Banks , NBFC and Unsecured Loan at "SBI-MCLR" on money borrowed for construction)</b>	1,228	843
3	<b>TOTAL DEVELOPMENT AND CONSTRUCTION COST (Row 3C +3D)</b>	4,106	2,503
4	<b>TOTAL COST OF PROJECT (Row 1+ Row 2+ Row 3)</b>	4,475	2,841

5	Percentage completion of Construction Work completed (as per Project Engineer Certificate) (Viz. 6 Nos. Towers)	0%
6	Percentage completion of Total project (Proportionate cost incurred on the project to the total estimated cost) ( Col.4 of row 4 / Col.3 of row 4)%	2%
7	Total amount received from Allottees till date since Inception of the Project (in Rs.)	-
8	70% Amount to be deposited in Designated Account <b>(0.7*Row 7)</b>	-
9	Cumulative Amount that can be withdrawn from Designated a/c, i.e. <b>(Total Estimated Cost * Proportionate Cost Incurred on the Project) (Column 3 of Row 4*row 6 )</b>	492
10	Amount actually withdrawn till date since inception of the project ( This shall include 70% of the amounts already realised till date but not deposited in the designated Account )	-
11	Balance available in Designated A/c as on 31.03.2021	-
12	Amount that can be withdrawn from the designated Bank A/C under this certificate <b>(Row 9 – Row 10)</b>	492

This certificate is being issued on specific request of **M/s XYZ Pvt. Ltd.** for RERA compliance. The certification is based on the information and records produced before me and is true to the best of my knowledge and belief. **Kindly also refer Annexure - 1 for Notes to CA. Certificate**

Chartered Accountants

(Proprietor)

Date: 10.04.2021

Place: Greater NOIDA

**FORM 5**[see Regulation 4]

**ON THE LETTER HEAD OF CHARTERED ACCOUNTANT (WHO IS  
STATUTORY AUDITOR OF THE PROMOTER'S COMPANY/FIRM)**

**ANNUAL REPORT ON STATEMENT OF ACCOUNTS**

To [NAME & ADDRESS OF PROMOTER]

**SUBJECT:** Report on Statement of Accounts on project fund utilization and withdrawal by [Promoter] for the period from \_\_\_\_ to \_\_\_\_ with respect to MahaRERA Regn. Number -----

1. This certificate is issued in accordance with the provisions of the Real Estate (Regulation and Development) Act, 2016 read along with the Maharashtra Real Estate (Regulation and Development)(Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on Website) Rules, 2017.
2. I/We have obtained all necessary information and explanation from the Company, during the course of our audit, which in my/our opinion are necessary for the purpose of this certificate.
3. I/We hereby confirm that I/We have examined the prescribed registers, books and documents, and the relevant records of [Promoter] for the period ended \_\_\_\_\_ and hereby certify that:
  - i. M/S.\_\_\_\_ (Promoter) have completed \_\_\_\_\_% of the project titled \_\_\_\_(Name) MahaRERAREgn.No.\_\_\_\_ located at \_\_\_\_\_
  - ii. Amount collected during the year for this project is Rs. \_\_\_\_\_ and amounts collected till date is Rs. \_\_\_\_\_
  - iii. Amount withdrawn during the year for this project is Rs. \_\_\_\_\_ and amount withdrawn till date is Rs. \_\_\_\_\_
4. I/We certify that the [*Name of Promoter*] has utilized the amounts collected for\_\_\_\_ project only for that project and the withdrawal from the designated bank account(s) of the said project has been in accordance with the proportion to the percentage of completion of the project.

(If not, please specify the amount withdrawn in excess of eligible amount or any other exceptions)

(Signature and Stamp/Seal of the Signatory CA)

Name of the Signatory:

Place:

Full Address:

Date:

Membership No.:

Contact No. :

E mail:

Penalty for non-registration and contravention under section 9 and 10  
**(Section-62)**



If any real estate agent fails to comply with or contravenes the provisions of section 9 or section 10, he shall be liable to a penalty of ten thousand rupees for every day during which such default continues, which may cumulatively extend up to five per cent. of the cost of plot, apartment or building, as the case may be, of the real estate project, for which the sale or purchase has been facilitated as determined by the Authority.

Penalty for failure to comply with orders of Authority by promoter  
**(Section-63)**



If any promoter, who fails to comply with, or contravenes any of the orders or directions of the Authority, he shall be liable to a penalty for every day during which such default continues, which may cumulatively extend up to five per cent., of the estimated cost of the real estate project as determined by the Authority.

## **Penalty for failure to comply with orders of Appellate Tribunal by promoter ( Section-64)**



If any promoter, who fails to comply with, or contravenes any of the orders, decisions or directions of the Appellate Tribunal, he shall be punishable with imprisonment for a term which may extend up to three years or with fine for every day during which such default continues, which may cumulatively extend up to ten per cent. of the estimated cost of the real estate project, or with both.

## **Penalty for failure to comply with orders of Authority by real estate agent (Section-65)**



If any real estate agent, who fails to comply with, or contravenes any of the orders or directions of the Authority, he shall be liable to a penalty for every day during which such default continues, which may cumulatively extend up to five per cent., of the estimated cost of plot, apartment or building, as the case may be, of the real estate project, for which the sale or purchase has been facilitated and as determined by the Authority.

**Penalty for failure to comply with orders of Appellate Tribunal by real estate agent (Section-66)**



If any real estate agent, who fails to comply with, or contravenes any of the orders, decisions or directions of the Appellate Tribunal, he shall be punishable with imprisonment for a term which may extend up to one year or with fine for every day during which such default continues, which may cumulatively extend up to ten per cent. of the estimated cost of plot, apartment or building, as the case may be, of the real estate project, for which the sale or purchase has been facilitated, or with both.

**Penalty for failure to comply with orders of Authority by allottee (Section-67)**



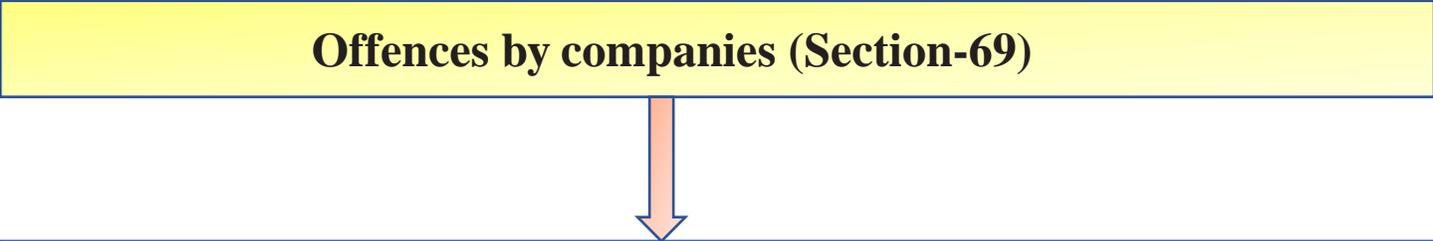
If any allottee, who fails to comply with, or contravenes any of the orders, decisions or directions of the Authority he shall be liable to a penalty for the period during which such default continues, which may cumulatively extend up to five per cent. of the plot, apartment or building cost, as the case may be, as determined by the Authority.

**Penalty for failure to comply with orders of Appellate Tribunal by allottee (Section-68)**



If any allottee, who fails to comply with, or contravenes any of the orders or directions of the Appellate Tribunal, as the case may be, he shall be punishable with imprisonment for a term which may extend up to one year or with fine for every day during which such default continues, which may cumulatively extend up to ten per cent. of the plot, apartment or building cost, as the case may be, or with both.

## Offences by companies (Section-69)



(1) Where an Offence under this Act has been committed by a company, every person who, at the time, the offence was committed was in charge of, or was responsible to the company for the conduct of, the business of the company, as well as the company, shall be deemed to be guilty of the offence and shall be liable to be proceeded against and punished accordingly:

Provided that nothing contained in this sub-section, shall render any such person liable to any punishment under this Act if he proves that the offence was committed without his knowledge or that he had exercised all due diligence to prevent the commission of such offence.

(2) Notwithstanding anything contained in sub-section (1), where an offence under this Act has been committed by a company, and it is proved that the offence has been committed with the consent or connivance of, or is attributable to, any neglect on the part of any director, manager, secretary or other officer of the company, such director, manager, secretary or other officer shall also be deemed to be guilty of that offence and shall be liable to be proceeded against and punished accordingly.

*Explanation.*—For the purpose of this section,—

- (a) "company" means any body corporate and includes a firm, or other association of individuals; and
- (b) "director" in relation to a firm, means a partner in the firm.

## Compounding of offences (Section-70)



Notwithstanding anything contained in the Code of Criminal Procedure, 1973, if any person is punished with imprisonment under this Act, the punishment may, either before or after the institution of the prosecution, be compounded by the court on such terms and conditions and on payment of such sums as may be prescribed:

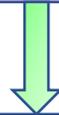
Provided that the sum prescribed shall not, in any case, exceed the maximum amount of the fine which may be imposed for the offence so compounded.

## **Application of other laws not barred (Section-88)**



The provisions of this Act shall be in addition to, and not in derogation of, the provisions of any other law for the time being in force.

## **Act to have overriding effect (Section-89)**



The provisions of this Act shall have effect, notwithstanding anything inconsistent therewith contained in any other law for the time being in force.

# Model Date Sheet of Project Related Activities

S.No.	Particulars	Dates
1.	Original date of commencement of project	01.04.2011
2.	Original completion date of the project	30.06.2017
3.	Applied for Completion Certificate with the concerned local authority	01.01.2017
4.	Last date for registration with the concerned state Real Estate Regulatory Authority	31.07.2017
5.	Revised date for completion of project to be provided to State RERA Authority	31.12.2017
6.	Receipt of Completion / Occupancy Certificate	30.09.2017
7.	Completion of RERA Designated Escrow Account mechanism	30.09.2017
8.	Handover of units to the allottees and common area to the association of allottees along with registry	30.11.2017
9.	Validity of registration with the Authority	31.12.2017
10.	Last date U/S 14(3)	30.11.2022
11.	Last date to Ist Proviso U/S 17(1)	31.12.2017
12.	Last date to Ist Proviso U/S 17(2)	30.10.2017
13.	Last date U/s 19(10)	30.11.2017



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**Thank You**