

Panaji, 16th October, 2017 (Asvina 24, 1939)

SERIES I No. 28

# OFFICIAL GOVERNMENT OF GOA GAZETTE



PUBLISHED BY AUTHORITY

## EXTRAORDINARY No. 2

Department of Urban Development

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### Notification

11/46/2017-DMA/2025

In exercise of the powers conferred by sub-section (1) and clause (v), (w), (x), (y), (zf) of sub-section (2) of section 84 of the Real Estate (Regulation and Development) Act, 2016 (Central Act 16 of 2016) and all other powers enabling it in this behalf, the Government of Goa hereby makes the following rules, namely:—

#### CHAPTER I

##### Preliminary

1. *Short title and commencement.*— (1)

**These rules may be called the Goa Real Estate (Regulation and Development) (Appellate Tribunal Members, Officers and Employees Appointment and Service Conditions) Rules, 2017.**

(2) They shall come into force on the date of their publication in the Official Gazette.

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

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

(b) “Appellate Tribunal” means the Goa Real Estate Appellate Tribunal established under sub-section (1) of section 43;

(c) “Form” means the Form appended to these Rules;

(d) “Government” means the Government of Goa;

(e) “member” means the member of the Appellate Tribunal;

(f) “section” means section of the Act;

(g) “Selection Committee” means the Selection committee specified in sub-section (3) of section 46;

(h) “State” means the State of Goa.

(2) Words and expressions used and not defined in these Rules but defined in the Act, shall have the same meanings respectively assigned to them in the Act.

#### CHAPTER II

##### Appointment of Members

3. *Appointment of Members of the Appellate Tribunal.*— (1) The Government shall make a reference to the Selection Committee for appointment of Members or when any vacancy in the office of the member arises, or likely to arise, in the Appellate Tribunal.

(2) The Selection Committee may, for the purpose of selection of the Members, follow such procedure as it may deem fit.

(3) The Selection Committee shall make a recommendation to the Government in the form of a select list of not more than three persons in the order of preference, to fill the vacancy or vacancies of the member/ members referred to by the Government, in each category.

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

(5) The Selection Committee shall normally hold its meetings at Panaji or at such place in the State, as may be decided by the Chairperson of Selection Committee.

(6) The Notice/Agenda, as the case may be, for the meeting of the Selection Committee shall be issued by the convenor after fixing the date and venue for such meeting in consultation with the Chairperson of the selection committee.

(7) The Secretary-in-charge of the Urban Development Department shall be the convenor of the Selection Committee.

4. *Appointment of Members.*— The Government shall consider the recommendations of the Selection Committee for the appointment of Members in the order of preference as recommended by the Selection Committee. If the Government appoints person not according to such order of preference, the Government shall record the reasons in writing therefor.

### CHAPTER III

#### Salary and Allowances

5. *Salary and allowances and other conditions of service of Chairperson and Members of the Appellate Tribunal.*— (1) The salaries and allowances payable to the

Chairperson and Members of the Appellate Tribunal shall be as follows:—

(a) The Chairperson shall be paid a monthly salary equivalent to the Judge of a High Court.

(b) Member shall be paid a monthly salary equivalent to that of the Chief Secretary of the Government.

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

(3) *Leave Sanctioning Authority.*— Leave Sanctioning Authority in case of,—

(a) the Chairperson shall be the Chief Justice of High Court of Bombay; and

(b) the Member shall be the Chairperson.

(4) The other allowances and conditions of service of the Chairperson and the Members of the Appellate Tribunal shall be as per the Order issued by the Government, from time to time:

Provided that, such entitlement shall not be less than what he is otherwise eligible in case of serving Government servant.

6. *Term of office.*— (1) The term of office of the Chairperson and Members of the Appellate Tribunal shall be as specified in section 47.

(2) When the Chairperson is unable to discharge his functions owing to death, resignation, absence, illness or any other cause, the senior-most Judicial Member (in order of appointment) of the Appellate Tribunal holding office for the time being shall discharge the functions of the Chairperson until the day on which the Chairperson resumes the charge of his functions or till such vacancy is filled.

7. *Oath of office and secrecy.*— (1) Every person appointed as the Chairperson of the Appellate Tribunal shall, before entering upon

his office, make and subscribe an Oath of Office and Secrecy, in Form I and Form II, respectively, appended to these Rules, before the Chief Justice of the High Court of Bombay.

(2) Every person appointed as a Member shall, before entering upon his office, make and subscribe an Oath of Office and Secrecy, in Form I and Form II, respectively, appended to these Rules, before the Chairperson of the Appellate Tribunal.

8. *Declaration of financial or other Interest.*— Before appointment, the Chairperson and the Members shall give an undertaking in Form III appended to these Rules, that they does not and will not have any such financial or other interest as is likely to affect prejudicially their functions as such Chairperson or Member.

#### CHAPTER IV

##### Procedure for inquiry and removal of Chairperson and Members

9. *Procedure of inquiry.*— (1) Whenever the Government is of the opinion that there is reasonable ground for making an inquiry against the Chairperson or Member on the grounds specified in sub-section (1) of section 49, the Government may, after consulting Chief Justice of the Bombay High Court, appoint a Judge of the High Court for the purpose of conducting such inquiry.

(2) The Government shall inform the charges against the Chairperson or Member, as the case may be, to the Judge so appointed.

(3) The Government shall forward to the Judge so appointed, copies of,—

(a) the statement of charges against the Chairperson or Member, as the case may be; and

(b) material documents and other evidences relevant to the inquiry.

10. *Manner of Inquiry.*— (1) The Judge so appointed, shall deliver or cause to be

delivered to the Chairperson or Member, as the case may be, a copy of the statement of charges and a list of documents, if any, and shall require him to submit within such time as may be allowed, a written reply or statement of his defence.

(2) The Judge shall be guided by the principles of natural justice and shall have power to regulate his own procedure including the fixing of place and time of the enquiry.

(3) The Judge shall have, for the purposes of discharging his functions under these Rules, the same powers as vested in a civil court under the Code of Civil Procedure, 1908 (Act 5 of 1908), while trying a suit, in respect of the following matters, namely:-

(a) summoning and enforcing the attendance of any person and examining him on oath;

(b) requiring the discovery and production of document;

(c) receiving evidence on affidavits; and

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

(4) Where it is alleged that the Chairperson or Member is unable to discharge the duties of his office efficiently due to any physical or mental incapacity and the allegation is denied, the Judge may take necessary action as deemed fit for the medical examination of the Chairperson or Member, as the case may be.

(5) After the conclusion of the inquiry, the Judge shall submit his report to the Government stating therein his findings and the reasons thereof on each charges separately with such observations as he thinks fit. The report of inquiry shall be submitted to the Government along with the finding of the inquiry clearly indicating the allegations that are proved or otherwise.

(6) On the basis of the report of the inquiry so received from the Judge the Government shall by Order decide either to remove or otherwise the Chairperson or Member, as the case may be.

CHAPTER V

Conditions of Service of Officers and other employees of the Appellate Tribunal

11. *Salary and allowances of officers and employees of the Appellate Tribunal.*— The Government shall lay down the salary, allowances and other terms and conditions of the officers and employees of the Appellate Tribunal as and when they are appointed in consultation with the Chairperson of the Appellate Tribunal.

FORM-I

(See rule 7)

**Form of Oath of Office for the Chairperson/  
/Members of the Goa Real Estate  
Appellate Tribunal**

I, ....., having been appointed as the Chairperson/Member (strike out whichever is not applicable) do hereby solemnly affirm/swear in the name of God, that I will faithfully and conscientiously discharge my duties as the Chairperson/Member (strike out whichever is not applicable) of the Goa Real Estate Appellate Tribunal, to the best of my ability, knowledge and judgement, without fear or favour, affection or ill-will.

(Name of the Chairperson/Member)  
Goa Real Estate Appellate Tribunal.

Dated:

FORM-II

(See rule 7)

**Form of Oath of Secrecy for the Chairperson/  
/Members of the Goa Real Estate  
Appellate Tribunal**

I, .....  
having been appointed as the Chairperson/Member (strike out whichever is not applicable) do hereby solemnly affirm/swear in the name of God, that I will not directly or indirectly communicate or reveal to any person or persons any matter which shall be brought under my consideration or shall become known to me as the Chairperson/Member (strike out whichever is not applicable) of the Goa Real Estate Appellate Tribunal except as may be required for the due discharge of my duties as the Chairperson/Member. (strike out whichever is not applicable).

(Name of the Chairperson/Member)  
Dated : Goa Real Estate Appellate Tribunal.

FORM-III

(See rule 8)

**Declaration against acquisition of any adverse  
financial or other interest**

I, .....  
having been appointed as the Chairperson/Member (strike out whichever is not applicable) of the Goa Real Estate Appellate Tribunal, do hereby solemnly affirm and declare that I do not have, nor shall have in future any financial or other interest which is likely to affect prejudicially my functioning as the Chairperson/Member (strike out whichever is not applicable) of the Goa Real Estate Appellate Tribunal.

(Name of the Chairperson/Member)  
Dated: Goa Real Estate Appellate Tribunal

By order and in the name of the Governor  
of Goa.

*J. Ashok Kumar*, IAS, Director & ex officio  
Add. Secretary (Urban Development).

Panaji, 16th October, 2017.

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Panaji, 26th October, 2017 (Kartika 4, 1939)

SERIES I No. 30

# OFFICIAL GAZETTE

## GOVERNMENT OF GOA

PUBLISHED BY AUTHORITY

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Department of Urban Development

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**Notification**

11/45/2017-DMA/2103

**The Goa Real Estate (Regulation and Development) (Regulatory Authority Chairperson, Members, Officers and other Employees Appointment and Service Conditions) Rules, 2017**

In exercise of the powers conferred by sub-section (1) and clause (1), (m), (n), (o) and (zf) of sub-section (2) of section 84 of the Real Estate (Regulation and Development) Act, 2016 (Central Act 16 of 2016), and all other powers enabling it in this behalf, the Government of Goa hereby makes the following rules, namely:—

## CHAPTER I

## Preliminary

1. *Short title and commencement.*— (1) These rules may be called the Goa Real Estate (Regulation and Development)(Regulatory Authority Chairperson, Members, Officers and other Employees Appointment and Service Conditions) Rules, 2017.

(2) They shall come into force on the date of their publication in the Official Gazette.

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

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

(b) “Authority” means the Goa Real Estate Regulatory Authority established under sub-section (1) of section 20 of the Act;

(c) “Form” means the Form appended to these rules;

(d) “section” means section of the Act;

(e) “Selection Committee” means the selection committee specified in section 22;

(f) “Government” means the Government of Goa.

(2) Words and expressions used and not defined in these Rules but defined in the Act, shall have the same meanings respectively assigned to them in the Act.

## CHAPTER II

## Selection of Chairperson and Members

3. *Selection of Chairperson and other Members of Authority.*— (1) The Government shall make a reference to the Selection Committee for appointment of the Chairperson and Members of the Authority or when any vacancy in the office of the Chairperson or Member arises or likely to arise, in the Authority.

(2) The Selection Committee may, for the purpose of selection of the Chairperson or Member of the Authority, follow such procedure as it may deem fit.

(3) The Selection Committee shall make a recommendation to the Government for consideration of a panel of not more than three persons, in the order of preference, separately, to fill the vacancy or vacancies referred to by the Government.

(4) The Selection Committee shall make its recommendations to the Government, within a period not exceeding sixty days from the date of reference made under sub-rule (1).

(5) The Selection Committee shall normally hold its meeting at Panaji or at such place in the State, as may be decided by the Chairperson.

(6) The Notice/Agenda, as the case may be, for the meeting of the Selection Committee shall be issued by the Convener after fixing the date and venue for such meeting in consultation with the Chairperson of the Selection Committee.

(7) The Secretary-in-Charge of the Urban Development Department shall be the convener of the Selection Committee.

4. *Appointment of Chairperson and Members.*— The Government shall consider the recommendations of the Selection Committee for the appointment of the Chairperson and Members in the order of preference as recommended by the Selection Committee. If the Government appoints person not according to the order of preference, the Government shall record the reasons in writing therefor.

## CHAPTER III

## Salary and Allowances

5. *Salaries and allowances and other conditions of service of Chairperson and Members of Authority.*— (1) (a) The salary and allowances payable to the Chairperson and

Members of the Authority shall be as follows:—

(i) The Chairperson of the Authority shall be paid a monthly salary equivalent to that of the Chief Secretary of the Government.

(ii) The Members of the Authority shall be paid a salary equivalent to the Principal Secretary of the Government.

(iii) Dearness Allowance and City Compensatory Allowance.—

The Chairperson and the Members of the Authority shall be entitled to receive dearness allowance and city compensatory allowance at the rates, as are admissible to the Chief Secretary of the Government or Principal Secretary of the Government, respectively.

(b) *Leave.*— (i) The Chairperson and Members shall be entitled to thirty days of earned leave for every year of service. The payment of leave salary to the Chairperson and Members during the leave shall be as admissible to the Chief Secretary and Principal Secretary respectively. The Chairperson or Member shall be entitled to encashment of fifty percent of earned leave to his credit at any time.

(ii) *Leave sanctioning authority.*— Leave sanctioning authority in case of,—

(I) the Chairperson of the Authority, shall be the Minister-in-Charge of the Urban Development Department of the Government; and

(II) the Members of the Authority, shall be the Chairperson;

(c) *Travelling allowance and daily allowance.*— (i) The Chairperson and the Members while on tour (including the journey undertaken on expiry of his term to proceed to his hometown) shall be entitled to travelling allowances, daily allowance, transportation of personal effects and other similar matters at the same rate as admissible to the Chief

Secretary and Principal Secretary of the Government, respectively.

The Chairperson shall be the controlling officer in respect of bills relating to travelling allowances and daily allowances.

(d) *Domestic official tours.*— The Chairperson and Members, while on tour, shall be entitled to the facility of Government accommodation in the guest house or inspection bungalows run by the Government or to hotel accommodation in case Government accommodation is not available, as applicable to the Chief Secretary and Principal Secretary of Government of Goa, respectively.

(e) *Leave travel concession.*— The Chairperson and Members shall be entitled to Leave Travel Concession (L.T.C.) at the same rates as admissible to the Chief Secretary and Principal Secretary of the Government, respectively.

(f) *Medical facilities.*— The Chairperson and Members shall be entitled to medical treatment and hospital facilities as provided to the members of Indian Administrative Service of the corresponding grade in the Government.

(g) *Official visits abroad.*— The Chairperson and Members shall be entitled to undertake official visits abroad with the prior approval of the Minister-in-charge of the Urban Development Department and after clearance from Ministry of External Affairs on the points related to political affairs. The daily allowance and provision of accommodation during the period of tour abroad shall be regulated in accordance with the Government instructions as applicable to the Chief Secretary and Principal Secretary, respectively, of the Government.

(h) *Conveyance facility.*— The Chairperson and Members shall be entitled to conveyance facilities as admissible to the Chief Secretary and Principal Secretary of the Government, respectively.

(i) Accommodation to Chairperson and Members.—

(I) the Chairperson of the Authority shall be entitled to residential accommodation as admissible to the Chief Secretary of the Government;

(II) the Members shall be entitled to residential accommodation as admissible to the rank of the Principal Secretary to the Government drawing an equivalent pay. On demitting office, the Chairperson and Members shall be entitled to retention of residential accommodation for one month, on the same terms and conditions:

Provided that if the Chairperson or a Member of the Authority is staying in his own accommodation, he shall be paid a House Rent Allowance at the same rate as admissible to the Chief Secretary and Principal Secretary to the Government, respectively.

(j) *Telephone facilities.*— The Chairperson and Members of the Authority shall be entitled to telephone facilities as admissible to the Chief Secretary and Principal Secretary of the Government, respectively.

(k) *Other allowances.*— The Chairperson and Members of the Authority shall be entitled to such other allowances as are applicable to the Chief Secretary and Principal Secretary of the Government, respectively.

(2) If a serving officer of the State or Central Government is appointed as the Chairperson or Member of the Authority, his salary and allowances shall be as per the provisions of sub-rule (1), during the period he is holding the said post:

Provided that, such entitlement shall not be less than what he is otherwise eligible in case of serving Government servant.

6. *Term of office of Chairperson and Members.*— (1) The term of office of the Chairperson and Members shall be in accordance with the provisions of sub-section (1) of section 23.

(2) When the Chairperson is unable to discharge his functions owing to death, resignation, absence, illness or any other cause, the senior-most Member of the Authority (in the order of appointment) holding office for the time being shall discharge the functions of the Chairperson until the day on which the Chairperson resumes the charge of his functions or till the vacancy is filled.

7. *Oath of office and secrecy.*— (1) Every person appointed as the Chairperson of the Authority shall, before entering his office, make and subscribe an Oath of Office and Secrecy, in Form I and Form II, respectively, appended to these Rules, before the Minister-in-Charge of the Urban Development Department of the Government.

(2) Every person appointed as a Member of the Authority shall, before entering his office, make and subscribe an Oath of Office and Secrecy, in Form I and Form II, respectively, appended to these Rules, before the Chairperson of the Authority.

8. *Declaration of financial or other Interest.*— Before appointment, the Chairperson and the Member shall give an undertaking in Form III that he does not and will not have any such financial or other interest as is likely to affect prejudicially his functions as such Chairperson or Member.

#### CHAPTER IV

##### Procedure of Inquiry and Removal of Chairperson and Members

9. *Procedure of inquiry.*— (1) Whenever the Government is of the opinion that there are reasonable grounds for making an inquiry against the Chairperson or Members on the grounds specified in clause (d) or clause (e) of sub-section (1) of section 26, the Government may, after consulting the Chief Justice of the Bombay High Court, appoint a Judge of the High Court for the purpose of conducting such inquiry.

(2) The Government shall inform the charges against the Chairperson or such

Members, as the case may be, to the Judge so appointed.

(3) The Government shall forward to the Judge so appointed copies of,—

(a) the statement of charges against the Chairperson or Members, as the case may be;

(b) material documents and other evidences relevant to the inquiry.

10. *Manner of inquiry.*— (1) The Judge so appointed, shall deliver or cause to be delivered to the Chairperson or Member, as the case may be, a copy of the statement of charges and a list of documents, if any, and shall require him to submit within such time as may be allowed, a written reply or statement of his defence.

(2) The Judge shall be guided by the principles of natural justice and shall have power to regulate his own procedure including the fixing of places and time of the enquiry.

(3) The Judge shall have, for the purposes of discharging his functions under these rules, the same powers as vested in a civil court under the Code of Civil Procedure, 1908 (5 of 1908), while trying a suit, in respect of the following matters, namely:—

(a) summoning and enforcing the attendance of any person and examining him on oath;

(b) requiring the discovery and production of document;

(c) receiving evidence on affidavits; and

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

(4) After the conclusion of the inquiry, the Judge shall submit his report to the Government stating therein his findings and the reasons thereof on each charges separately with such observations as he thinks fit. The report of inquiry shall be submitted to the Government along with the finding of the inquiry wherein clearly indicating the allegations are proved or otherwise.

(5) On the basis of the report of the inquiry along with the recommendations so received, the Government shall by Order decide either to remove or otherwise the Chairperson or Member, as the case may be.

CHAPTER V

Conditions of service of Officers and other employees of authority

11. *Salary and allowances of officers and employees of the Authority.*— The Government shall lay down the salary, allowances and other terms and conditions of the officers and employees of the Authority as and when they are appointed in consultation with the Authority.

FORM – I

[See rule 7]

**Form of Oath of Office for the Chairperson/  
/Members of the Goa Real Estate  
Regulatory Authority**

I, ....., having been appointed as the Chairperson/Member (strike out whichever not applicable) solemnly affirm/ /swear in the name of God, that I will faithfully and conscientiously discharge my duties as the Chairperson/Member (strike out the portion not applicable), of the Goa Real Estate Regulatory Authority, to the best of my ability, knowledge and judgment, without fear or favour, affection or ill-will.

(Name of the Chairperson/Member)  
Goa Real Estate Regulatory Authority.

Dated:

FORM – II

[See rule 7]

**Form of Oath of Secrecy for the Chairperson/  
/Members of the Goa Real Estate  
Regulatory Authority**

I, ....., having been appointed as the Chairperson/Member (strike out whichever not applicable) do solemnly affirm/swear in the name of God that I will not directly or indirectly communicate or reveal to any person or persons any matter which shall be brought under my consideration or shall become known to me as the Chairperson/Member (strike out portion not applicable), of the Goa Real Estate Regulatory Authority except as may be required for the due discharge of my duties as the Chairperson/Member (strike out portion not applicable).

(Name of the Chairperson/Member)  
Goa Real Estate Regulatory Authority.

Dated:

FORM – III

[See rule 8]

**Declaration against acquisition of any adverse  
financial or other interest**

I, ....., having been appointed as the Chairperson/Member (strike out portion not applicable) of the Goa Real Estate Regulatory Authority, do solemnly affirm and declare that I do not have, nor shall have in future any financial or other interest which is likely to affect prejudicially my functioning as the Chairperson/Member (strike out portion not applicable), of the Goa Real Estate Regulatory Authority.

(Name of the Chairperson/Member)  
Goa Real Estate Regulatory Authority.

Dated:

By order and in the name of the Governor  
of Goa.

*J. Ashok Kumar*, IAS, Director & ex officio  
Addl. Secretary (Urban Development).

Panaji, 23rd October, 2017.

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**OFFICIAL GAZETTE**  
**GOVERNMENT OF GOA**  
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**EXTRAORDINARY**  
**No. 2**

**GOVERNMENT OF GOA**

Department of Urban Development

**Notification**

11/47/2017-DMA/2466

In exercise of the powers conferred by sub-section (1) and clauses (zd) and (ze) of sub-section (2) of section 84 of the Real Estate (Regulation and Development) Act, 2016 (Central Act 16 of 2016 ) and all other powers enabling it in this behalf, the Government of Goa hereby makes the following rules, namely:—

1. *Short title and commencement.*—

(1) These rules may be called the Goa Real Estate (Regulation and Development) (Regulatory Authority Form of Annual Statement of Accounts and Annual Report) Rules, 2017.

(2) They shall come into force on the date of their publication in the Official Gazette.

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

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

(b) “Authority” means the Goa Real Estate Regulatory Authority established under sub-section (1) of section 20 of the Act;

(c) “Chairperson” means the Chairperson of the Authority appointed under section 21 of the Act;

(d) “Form” means the forms appended to these Rules;

(e) “Member” means a whole-time member of the Authority appointed under section 21 of the Act;

(f) “section” means a section of the Act;

(g) “Schedule” means a Schedule appended to the form;

(h) “Government” means the Government of Goa;

(2) The words and expressions used in these rules but not defined and defined in the Act shall have the same meanings respectively assigned to them in the Act.

3. *Budget, Accounts and Audit.*— (1) The Authority shall at the end of the financial year of every year, prepare a budget, maintain proper accounts and other relevant records and prepare an annual Statement of Accounts in form “A”, hereto.

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

(3) The account and other relevant records prepared under sub-rule (1) above shall be signed by the Chairperson, Members,

Secretary and the officer-in-charge of Finance and Accounts of the Authority.

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

4. *Annual Report.*— (1) The Authority shall prepare its annual report in Form “B”, hereto.

(2) The Authority may also include in the annual report such other matters as deemed

fit by the Authority for reporting it to the Government.

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

## FORM “A”

[See sub-rule (1) of rule 3]

## ANNUAL STATEMENT OF ACCOUNTS

## Receipts and Payment Account

For the year ended .....

(In Rupees)

A/c Code	Receipts	Current year as on	Previous year as on	A/c Code	Payments	Current year as on	Previous year as on
1	2	3	4	5	6	7	8
1.	To Balance Brought down:			13.	By Chairperson Members:		
1.1	To Bank			13.1	By Pay and Allowances		
1.2	To cash in hand			13.2	By Other benefits		
2.	To Fees, Charges and Fine:			13.3	By Travelling Expenses:		
2.1	To Fees			13.3.1.	By Overseas		
2.2	To Charges			13.3.2.	By Domestic		
2.3	To Fines			14.	Officers:		
2.4	To Other (specify)			14.1	By Pay and Allowances		
3.	To Grants			14.2	By Retirement Benefits		
3.1	To Accounts with Government			14.3	By Other benefits		
3.2	To Other (specify)			14.4	By Travelling Expenses:		
4.	To Gifts			14.4.1	By Overseas		
5.	To Seminars and Conferences			14.4.2	By Domestic		
6.	To Sale of Publications			15.	By Staff:		
7.	To Income on Investments and deposits:			15.1	By Pay and Allowances		
7.1	To Income on Investments			15.2	By Retirement benefits		
7.2	To Income on Deposits			15.3.	By Other Benefits		
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8.1	To Government			15.4.1	By Overseas		

## OFFICIAL GAZETTE — GOVT. OF GOA

SERIES I No. 34

(EXTRAORDINARY No. 2)

24TH NOVEMBER, 2017

1	2	3	4	5	6	7	8
8.2	To Other (specify)			15.4.2	By Domestic		
9.	To Sale of Assets			16.	By Hire of Conveyance		
10.	To Sale on Investments			17.	By wages		
11.	To Recoveries from Pay bills			18.	By Overtime		
11.1	To Loans and Advances Principal Amount			19.	By Honorarium		
11.2	To Interest on Loans and Advances			20.	By Other office expenses		
11.3	To Miscellaneous			21.	By Expenditure on Research		
51.	To Other (specify)			22.	By Consultation Expenses		
				23.	By Seminars and conferences		
				24.	By Publications of Authority		
				25.	By Rent and Taxes		
				26.	By Interest on Loans		
				27.	By Promotional Expenses		
				28.	By Membership fee		
				29.	By Subscription		
				30.	By Purchase of Fixed Assets (specify)		
				31.	By Investments and Deposits:		
				31.1	By Investments		
				31.2	By Deposits		
				32.	By Security Deposits		
				33.	By Loans and Advances to:		
				33.1	By Employees:		
				33.1.1	By Bearing Interest		
				33.1.2	By not bearing Interest		
				33.2	By Supplier/Contractors		
				33.3	By others (specify)		
				34.	By Repayments of Loans		
				35.	By Others		
				35.1	By Leave Salary and Pension		
				35.2	Contribution		
				35.3	By Audit Fees		
				35.4	By Misc:		
				36.	By Balance Carried down:		
				36.1	By Bank		
				36.2	By Cash in hand		
Total					Total		

Chairperson (Signature)

Members(s) (Signature)

Secretary (Signature)

Officer-in-Charge (Finance and Accounts)

**Income and Expenditure Account**

For the Period 1st ..... to 31st .....

(In Rupees)

A/c code	Expenditure	Schedule	Current year as on	Previous year as on	A/c code	Income	Schedule	Current year as on	Previous year as on
1	2	3	4	5	1	2	3	4	5
13.	To Chairperson and Members				2.	By Fees, Charges and Fine	A		
13.1	To Pay and Allowances				2.1.	By Fees			
13.2	To Other benefits	C			2.2.	By Charges			
13.3	To Travelling Expenses				2.3	By Fines			
13.3.1	To Overseas				2.4	By Others (specify)			
13.3.2.	To Domestic				3.	By Grants	B		
14.	To Officers				3.1	By Accounts with Government			
14.1	To Pay and Allowances				3.2	By Others (specify)			
14.2	To Retirement benefits	D			4.	By Gifts			
14.3	To other benefits	C			5.	By Seminars and Conferences			
14.4	To Travelling Expenses				6.	By Sale of Publications			
14.4.1.	To Overseas				7.	By Income on Investments and Deposits			
14.4.2.	To Domestic				7.1	By Income on Investments			
15.	To Staff				7.2	By Income on Deposits			
15.1	To Pay and Allowances				11.2	By Interest on Loan and Advances			
15.2	To Retirement benefits	D			12.	By Miscellaneous Income			
15.3	To other benefits	C			12.1	By excess of Expenditure over income (Transferred to Capital Fund Account)			
15.4	To Travelling Expenses								
15.4.1.	By Overseas								
15.4.2.	To Domestic								
16.	To Hire of Conveyance								
17.	To Wages								

OFFICIAL GAZETTE — GOVT. OF GOA

SERIES I No. 34

(EXTRAORDINARY No. 2)

24TH NOVEMBER, 2017

1	2	3	4	5	1	2	3	4	5
18.	To Overtime								
19.	To Honorarium								
20.	To other office expenses	E							
21.	To Expenditure on Research								
22.	To Consultation expenses								
23.	To Seminars and Conference								
24.	To Publication of Authority								
25.	To Rent and Taxes								
26.	To Interest on Loans								
27.	To Promotional Expenses								
28.	To Membership fee	F							
29.	To Subscription	G							
35.	To Others								
35.1	To Leave Salary and Pension								
35.2.	Contribution								
35.3	To Audit Fees								
35.4	To Misc.								
37.	To Depreciation	H							
48.	To Loss on sale of assets								
49.	To Bad Debts Written off								
50.	To Provision for Bad and Doubtful debts To Excess of income over expenditure (Transferred to Capital Fund Account)								
Total						Total			

Chairperson (Signature)

Members(s) (Signature)

Secretary (Signature)

Officer-in-Charge (Finance and Accounts)

**Balance Sheet as on 31st (Month) (Year)**

A/c code	Liabilities	Schedule	Current year as on	Previous year as on	A/c code	Assests	Schedule	Current year as on	Previous year as on
1	2	3	4	5	1	2	3	4	5
40.	Funds	I			43.	Fixed assets	H		
40.1	Capital Fund Add Excess of Income over Expenditure/ /less excess of Expenditure over Income				43.1	Gross Block at Cost Less Cummulative Depreciation			
40.2	Other Funds (specify)				42.2	Net Block			
41.	Reserves	J			44.	Capital work- -in-Progress	M		
8.	Loan	K			31.	Investments and Deposits	N		
8.1	Government				31.1	Investments			
8.2	Others				31.2	Deposits			
42.	Current Liabilities and provisions	L			33.	Loan and Advances	O		
					3.1	Account with Government	S		
					45.	Sundry Debtors	P		
					36.	Cash and Bank Balances	Q		
					46.	Other Current Assets	R		
	Total					Total			
	Accounting Policies and Notes to	T							

*Instruction: (1)* The Schedules referred/referenced above shall be prepared by the Authority based on accounting principles followed by the State Government or as suggested by the Comptroller and Auditor General of India from time to time.

(2) The Schedules referred to above shall form an integral part of the Income and Expenditure Account or the Balance Sheet, as the case may be.

Chairperson (Signature)

Member(s) (Signature)

Secretary (Signature)

Officer-in-Charge (Finance and Accounts)

FORM "B"

[See sub-rule (1) of rule 4]

ANNUAL REPORT TO BE PREPARED BY AUTHORITY

A. Introduction:

- (i) Chairman's statement:
- (ii) Objectives:
- (iii) Important achievements:
- (iv) The year in review:
  - (a) Landmark decisions:
  - (b) Legislative work:
  - (c) Outreach programme:
- (v) Capacity building:
- (vi) International engagements:
- (vii) Impact on:
  - (a) Allottees:
  - (b) Promoters:
  - (c) Real Estate Agents:
  - (d) Economy:

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

I. In relation to Promoters:

Serial number	Name of promoter	Address of promoter	Description of project for which registration has been issued	Fees paid	Registration
(1)	(2)	(3)	(4)	(5)	(6)

  

Date of issue of registration	Date of which registration expires	Date of extension of registration with period of extension	Remark
(7)	(8)	(9)	(10)

II. In relation to Real Estate Agents:

Serial Number	Name of the Real Estate Agent	Address of Real Estate Agent	Registration fee paid	Registration number	Date of issue of registration certificate	Date on which registration certificate expires	Date and period of renewal of registration certificate	Remark
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)

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

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

  

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

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

Sr. No.	Survey conducted during the quarter with details	Observation of Authority	Remedial steps taken
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E. Statement on steps taken to mitigate any non-compliances of the provisions of the Act and the rules and regulations made thereunder by the promoters, allottees and real estate agents:

Sr. No.	Subject	Steps taken	Results achieved
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F. Statements on directions of the Authority and the penalty imposed for contraventions of the Act and the rules and regulation made thereunder and statement on interest and compensations ordered by the adjudicating officer:

Sr. No.	Name of the promoter	Details of the directions issued by the Authority/ /adjudicating officer	Penalty/interest/ /compensation imposed	Whether paid
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Sr. No.	Name of the allottee	Details of the directions issued by the Authority/ /adjudicating officer	Penalty/interest/ /compensation imposed	Whether paid
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Sr. No.	Name of the real estate agent	Details of the directions issued by the Authority/ /adjudicating officer	Penalty/interest/ /compensation imposed	Whether paid
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G. Investigations and inquiries ordered by the Authority or the adjudicating officer: A brief narrative of investigations and inquiries taken up by the Authority or the adjudicating officers and references received from the competent authority or the Government.

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

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

(i) monetary penalties details of recovery of penalty imposed, details of penalty imposed but not recovered, total number of matters and total amount of monetary penalty levied;

(ii) matters referred to court - total number of matters referred to the court during the year, total number of matters disposed of by the court during the year, total number of matters pending with the court at the end of the year;

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

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

(i) interest and compensations-details of interest and compensation imposed, details of interest and compensation imposed but not paid, total number of matters and total amount of interest and compensations imposed, and

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

K. Appeals:

(i) Number of appeals filed against the orders of the Authority or the adjudicating officer in the year:

(ii) Number of appeals pending at the beginning of the year:

(iii) Appeals filed during the year:

(iv) Number of appeals allowed by the Appellate Tribunal during the year:

(v) Number of appeals disallowed by the Appellate Tribunal during the year:

(vi) Brief write up on the appeals allowed by the Appellate Tribunal:

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

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

(i) workshops, seminars and other interactions with public/experts/policy-maker/regulatory bodies on laws and policies relating to the real estate sector and for creating awareness on the same;

(ii) papers and studies published for advocacy on laws and policies relating to the real estate sector and for creating awareness on the same;

(iii) consultation papers published/placed on website of the Authority;

(iv) analytical papers prepared and examined;

(v) others.

N. Administration and establishment matters:

(i) report of the Secretary;

(ii) composition of the Authority;

(iii) details of Chairperson and Members appointed in the year and of those who demitted office;

(iv) details of adjudicating officers appointed in the year and those who demitted office;

(v) organizational structure;

(vi) a tabular statement containing information on personnel in the Authority, category-wise: sanctioned posts, posts filled up, vacancies, appointments made in the year etc.

O. Experts and consultants engaged: details of number of experts and consultants appointed in the year and of those who demitted office.

P. Employee welfare measures, if any, beyond the regular terms and conditions of employment, undertaken by the Authority.

Q. Budget and Accounts:

(i) budget estimates and revised estimates, under broad categories;

(ii) receipts under broad categories in the Real Estate Regulatory Fund established under sub-section (1) of section 75;

(iii) actual expenditure under broad categories;

(iv) balance available in the Real Estate Regulatory Fund under sub-section (1) of section 75;

(v) any other information.

R. International co-operation: A brief narrative of international co-operation, if any, undertaken by the Authority.

S. Capacity Building: A brief narrative of capacity building initiative undertaken including

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

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

(iii) expenditure of capacity building initiatives.

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

U. Right to Information: A brief narrative of

(i) number of applications received by Public Information Officer (PIO) and Assistant Public Information Officer (APIO) seeking information under the Right to Information Act, 2005 (Central Act 22 of 2005);

(ii) Number of applications for which information has been provided by PIO;

(iii) number of applications pending with PIO;

(iv) number of appeals filed before the First Appellate Authority against the order of PIO;

(v) number of appeals which have been disposed of by First Appellate Authority;

(vi) number of appeals pending with the First Appellate Authority;

(vii) number of applications/appeals not disposed of in the stipulated time frame.

Chairperson (Signature)

Member(s) (Signature)

By order and in the name of the Governor of Goa.

J. Ashok Kumar, IAS, Director & ex officio Addl. Secretary (Urban Development).

Panaji, 23rd November, 2017.

**Notification**

11/35/2017-DMA/2467

Whereas, the draft rules namely, the Goa Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on website) Rules, 2017, which the Government of Goa proposed to make in exercise of the powers conferred by sub-section (1) and clauses (a) to (k) and (p) of sub-section (2) of section 84 of the Real Estate (Regulation and Development) Act, 2016 (Central Act 16 of 2016), and all other powers enabling it in this behalf, were pre-published vide Notification No. 11/35/2017-DMA-1474, dated 22-8-2017, of the Department of Urban Development, in the Official Gazette, Series I No. 21, dated 24-8-2017 inviting objections and suggestions from all persons likely to be affected thereby before expiry of 10 days from the date of publication of the said Notification in the Official Gazette;

And whereas, the said Official Gazette was made available to the public on 24-8-2017;

And whereas, the said period for submitting suggestions/objections was extended upto 11-09-2017;

And whereas, the suggestions/objections received from the public on the draft rules within the stipulated period have been taken into consideration by the Government.

Now, therefore, in exercise of the powers conferred by sub-section (1) and clauses (a) to (k) and (p) of sub-section (2) of section 84 of the Real Estate (Regulation and Development) Act, 2016 (Central Act 16 of 2016) and all other powers enabling it in this behalf, the Government of Goa hereby makes the following rules, namely:—

## CHAPTER I

## Preliminary

1. *Short title and commencement.*— (1)

**These rules may be called the Goa 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) They shall come into force on the date of their publication in the Official Gazette.

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

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

(b) “Annexure” means Annexure A appended to these rules;

(c) “Apex Body” or “Federation” means an independent body formed by and consisting of all the Co-operative Societies registered under the Goa Co-operative Societies Act, 2001 (Goa Act 36 of 2001), Companies registered under the Companies Act, 2013 (Central Act 30 of 2013) or condominiums or any other legal entity, constituted by the allottees in various buildings with or without wings located within a layout, where each such co-operative society or company or condominium or any other legal entity, as the case may be, which cooperate in the maintenance and administration of common areas and amenities and facilities provided in the layout while independently retaining control of its own internal affairs and administration in respect of each of the buildings for which they are formed;

(d) “Appellate Tribunal” means the Goa Real Estate Appellate Tribunal established under sub-section (1) of section 43 and shall include its benches;

(e) “ASR” or “Annual Statement of Rates” means the rate of land as notified under the provisions of the relevant Act or rules framed thereunder;

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

(g) “authorised representative” means a person duly authorised by a party to a proceeding to present Application or to appear or plead on his behalf before the Authority or Appellate Tribunal or Adjudicating officer;

(h) “Authority” means the Goa Real Estate Regulatory Authority established under sub-section (1) of section 20;

(i) “Chairperson” means the Chairperson of the Authority;

(j) “Covered parking space” means an area provided with a roof as approved by the Competent Authority as per the applicable Development Control Regulations for parking of vehicles of the allottees which may be in basements and/or stilt and/or podium and/or space provided by mechanised parking arrangements but shall not include open parking;

(k) “disclosure” means the information and documents to be uploaded by the Promoter on the website of the Authority as well as the information and documents, which he is liable to give or produce or cause to be given and produced to the person intending to take or invest in project under the Act to the public at large through print media, electronic media, property exhibition and promotional event and shall also include the communication made to the Authority, either in physical or electronic form and includes the information, documents, etc., being made available;

(l) “Form” means the form appended to these Rules;

(m) “FAR or Floor Area Ratio” shall have the same meaning as assigned to it in the Building Rules or Building By-laws made by Competent Authority under any law for the time being in force;

(n) “Legal Practitioner” shall have the same meaning as is assigned to it in the Advocates Act, 1961 (Central Act 25 of 1961);

(o) “Member” means a Member of the Authority;

(p) “Phase of a Real Estate Project” means a building or a wing of the building in case of building with multiple wings or defined number of floors in a multistoreyed building/ /wing;

(q) “Plinth Area Rate” means the rates notified by the Public Works Department;

(r) “Redevelopment Scheme” means a scheme inter-alia providing for allotment of apartments in respect of rehabilitation or redevelopment of slum areas, pre-existing buildings, or cluster of buildings, as may be approved by the relevant competent authority under the provisions of this State or Central law or orders of the Government of Goa or Central Government;

(s) “regulations” means the regulations made by the Authority;

(t) “section” means a section of the Act;

(u) “statutory authority” means such authority who is invested with the powers under any law, rules or regulations of the Government of Goa or Central Government.

(2) Words and expressions used and not defined in these Rules but defined in the Act shall have the same meanings respectively assigned to them in the Act and the applicable local Act, Rules and Regulations.

## CHAPTER II

### Real Estate Project

3. *Other Information to be furnished by the promoter for the registration of real estate project.*— (1) The promoter shall furnish to the Authority such information as is required under the Act and documents, specified under sub-sections (1) and (2) of section 4 of the Act, for registration of the real estate project with the Authority.

(2) Without prejudice to the provisions of sub-rule (1), the promoter shall also furnish the following information and documents alongwith the Application under sub-section (1) of section 4 of the Act, namely:—

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

(b) name, photograph, contact details and address of the promoter, if he is an individual or authorized representative; or the name, photograph, contact details and address of the chairperson, partners, directors, members, as the case may be, and the authorized representative in case of other entities;

(c) a copy of the legal title report reflecting the flow of title of the owner or promoter to the land on which development is proposed, with authentication of such title by legal practitioner;

(d) where the promoter is not the owner of the land on which development is proposed, a copy of the collaboration agreement, development agreement, joint development agreement or any other form of agreement, as the case may be, entered into between the promoter and owner of the land, reflecting the consent of such owner and authenticated copies of legal title report reflecting the title of such owner, on the land proposed to be developed;

(e) the information relating to the encumbrances in respect of the land where the real estate project is proposed to be undertaken and the details regarding the proceedings which are sub-judice (if any) in respect of such land;

(f) (i) sanctioned plan where the project is being developed along with information relating to the FAR/TDR and other entitlements which are proposed to be utilized in accordance with the relevant Development Control Regulations for the time being in force, for carrying out such

sanctioned plan and the amenities and common facilities (including common areas, parking spaces) to be provided in accordance with the sanctioned plan;

(ii) the Proposed Plan, Proposed Layout Plan of the whole project and Floor Area Ratio proposed to be consumed in the whole project, as proposed by the promoter;

(iii) proposed Floor Area Ratio to be consumed and sanctioned Floor Area Ratio. In case the sanctioned Floor Area Ratio is different than what is proposed to be consumed by the promoter, then the proposed Floor Area Ratio shall be disclosed at the time of registration and as and when the additional Floor Area Ratio is sanctioned, the same shall be uploaded on the website of the Authority by the promoter from time to time;

(iv) proposed number of building(s) or wing(s) to be constructed and sanctioned number of the building(s) or wing(s). In case the sanctioned number of building(s) or wing(s) is different than what is proposed to be constructed by the promoter, then the proposed number of building(s) or wing(s) shall be disclosed at the time of registration and as and when the additional number of building(s) or wing(s) are sanctioned, the same shall be uploaded on the website of the Authority by the promoter from time to time;

(v) proposed number of floors in respect of each of the building or wing to be constructed and sanctioned number of floors in respect of each of the building or wing. In case the sanctioned number of floors is different than what is proposed to be constructed by the promoter, then the proposed number of floors shall be disclosed at the time of registration and as and when the additional number of floors are sanctioned, the same shall be uploaded on the website of the Authority by the promoter from time to time;

(vi) aggregate area in square meters of the recreation space;

(vii) the number of covered parking spaces;

(g) the particulars in respect of Architecture and Design Standards, type of Construction Technology, Earthquake Resistant Measures and the like to be adopted for Buildings and for Common Areas and of amenities/facilities in the Layout Plan of the real estate project;

(h) the nature of the organisation of allottees to be constituted and to which the title of such land parcels is to be conveyed and the specific local laws to govern such organisation of allottees on completion of real estate project;

(i) the interest/rights of third parties in the project like banks, Housing Finance Companies, Non Banking Finance Companies etc;

(j) the GST registration number under the Goa Goods and Services Tax Act, 2017 (Goa Act 4 of 2017);

(k) the nature of land as per the Goa Land Revenue Code, 1968 (Act 9 of 1969) and the rules framed thereunder; and the zone of land as per the Goa, Daman and Diu Town and Country Planning Act, 1974 (Act 21 of 1975) and the rules and notifications issued thereunder;

(l) the promoter shall also provide such other information and documents, as may be required by the Authority.

(3) The application for registration of a real estate project referred to in sub-section (1) of section 4 shall be made in Form 'I' hereto in writing by the promoter or his representative duly authorized by a letter of Authority or Board Resolution and shall be submitted in triplicate.

(4) As and when the web-based online system for submitting applications for registration of projects is operationalised by the Authority under sub-section (3) of section 4, the provisions of sub-rule (3) shall not apply.

(5) (a) At the time of application for registration, the promoter shall pay a

registration fee, calculated on the area of the land proposed to be developed at the rate of, rupees ten per square meter, subject to a minimum of rupees fifty thousand only and a maximum of rupees ten lakhs only.

(b) The fees for registration of real estate project shall be paid through NEFT or RTGS System or any other digital transaction mode.

(6) The declaration to be submitted under clause (l) of sub-section (2) of section 4 shall be in Form "II" hereto.

(7) The promoter may apply for withdrawal of application for registration of the real estate project before the expiry of the period of 30 days of its submission to Authority. In such cases, the registration fee to the extent of ten percent paid under sub-rule (5) above, or rupees fifty thousand, whichever is more, shall be retained as charges towards processing of application by the Authority and the remaining amount shall be refunded to the promoter within a period of thirty days from the date of such withdrawal.

(8) The promoter shall disclose,—

(a) land cost in the real estate project for the purposes of sub-clause (D) of clause (l) of sub-section (2) of section 4;

(b) cost of construction in real estate project for the purposes of sub-clause (D) of clause (l) of sub-section (2) of section 4;

(c) estimated cost of the real estate project.

4. *Disclosure by promoter of ongoing real estate project.*— (1) The promoter of an ongoing real estate project, for which completion certificate as provided by first proviso to sub-section (1) of section 3 has not been received shall submit application for registration of such project not later than three months from the date of commencement of these Rules.

*Explanation.*— The term “completion certificate” means such certificate, by whatever name called, which is issued by the competent authority under the provisions of the Goa Land Development and Building Construction Regulations, 2010, or any other law for the time being in force, after completion of real estate project.

(2) The Promoter shall disclose all details of ongoing real estate project, if any, as required under sub-section (1) and (2) of section 4 and rule 3 including the extent of development carried out till the date of application for registration, as per the last approved sanctioned plan of the project and the extent of development of common areas, amenities, etc. completed in respect of buildings along with expected period of completion of the ongoing real estate project. The promoter shall also disclose the original time period disclosed to the allottees, for completion of the project at the time of sale including the delay and the time period within which he undertakes to complete the pending project, which shall be commensurate with the extent of development already completed. The Promoter shall submit a certificate from the practicing project Architect certifying the percentage of completion of construction work of each of the building/wing of the project, a certificate from the Engineer for the estimated balance cost to complete the construction work of each of the building/wing of the project, and a certificate from a practicing Chartered Accountant, certifying the balance amount of receivables from the apartments/flats/ /premises sold or allotted and in respect of which agreement have been executed and estimated amount of receivables in respect of unsold apartments/flats/premises calculated at the prevailing ASR rate or as ascertained by a registered valuer on the date of issuance of such certificate.

(3) (a) The Promoter shall also disclose the number of the apartments sold or allotted to the allottees and further disclose the size of the apartment based on carpet area even if such apartments are sold earlier on any other

basis, such as super area, super built up area, etc.

(b) In case of plotted development, the promoter shall disclose the area of the plots sold to the allottees including extent of share of common areas and amenities, etc.

(4) The Promoter shall construct and develop real estate project in accordance with the sanctioned plan, and layout plans and specifications as approved by the Competent Authorities:

Provided that, the promoter developing a real estate project will be entitled to aggregate any contiguous land parcel through acquisition of ownership and title or by receiving development permission, including for re-development project and thereupon may also obtain phase-wise approvals from the relevant competent authorities to sanctioned plan under applicable laws, rules and regulations:

Provided also that, previous written consent of at least two-third of the allottees may not be necessary for implementation of the proposed plans/specifications as disclosed in agreement executed with the allottee prior to registration or for any alterations or additions or modifications in the sanctioned plans, layout plans and specifications of the buildings or common areas in the Real Estate Project which are required to be made by promoter in compliance of any direction or order, etc. issued by, the competent authority or statutory authority, under any law of the State of Goa or Central law for the time being in force.

5. *Withdrawal of amounts deposited in separate account.*— (1) With regard to the withdrawal of amount deposited under sub-clause (D) of clause (1) of sub-section (2) of section 4, the following provisions shall apply, namely:—

(a) for new project to be registered under the Act,—

(i) the promoter shall observe the provisions of sub-clause (D) of clause (I) of sub-section (2) of section 4;

(ii) for the purpose of amount to be withdrawn from time to time by the promoter from the separate account in which amount is deposited by promoter in respect of each real estate project to cover the cost of construction and land cost, the Promoter shall submit a self declaration to the scheduled bank operating such separate account that he had obtained the following three certificates:—

First, from the project Architect certifying the percentage of completion of construction work of each of the building/wing of the project;

Second, a certificate from the Engineer/Structural Engineer for the actual cost incurred on the construction work of each of the building/wing of the project; and

Third, a certificate from a practicing Chartered Accountant, for the cost incurred on construction and on the land. The practicing Chartered Accountant shall also certify the proportion of the cost incurred on construction and land cost to the total estimated cost of the project. The total estimated cost of the project multiplied by such proportion shall determine the maximum amount which can be withdrawn by the promoter from the separate account.

(iii) The promoter shall follow the aforesaid procedure at the time of every withdrawal from such separate account till completion certificate in respect of the project is obtained. On receipt of completion Certificate in respect of the project the entire balance amount lying in the separate account can be withdrawn by the promoter.

(b) For ongoing real estate project within the meaning of the first proviso to sub-section (1) of section 3 of the Act, in which all buildings or wings as per sanctioned plan have not received the completion

certificate; seventy percent of the amount to be realized from the allottees shall be deposited in such separate account, in accordance with the provisions of sub-clause (D) of clause (I) of sub-section (2) of section 4 of the Act:

Provided that, in the event where the estimated receivables of the ongoing project is less than the estimated cost of completion of the project, then 100% of the amount to be realized from the allottees shall be deposited in such separate account.

*Explanation I.*— In ascertaining the cost of completion of the project, the land cost shall include,—

(a) the costs incurred by the Promoter for acquisition of ownership and title of the land parcels proposed for the real estate project, including its lease charges, which shall also include overhead cost, marketing cost, legal cost and supervision cost;

(b) premium payable to obtain development or redevelopment rights;

(c) amount paid for acquisition of TDR;

(d) premium for grant of FAR, including additional FAR (if any), fungible FAR; and any other instruments permissible under the Goa Land Development and Building Construction Regulations, 2010;

(e) consideration payable to the outgoing developer to relinquish the ownership and title rights over such land parcels;

(f) amounts payable to Government of Goa or Competent Authority or any other Statutory Authority of the Government of Goa or Central Government, towards Stamp Duty, transfer charges, registration fees, etc.; and

(g) ASR linked premiums payable by any Promoter as per requirement of any Law, rules or regulations for obtaining right for

redevelopment of lands owned by Public Authorities.

*Explanation II.*— Where the promoter, due to inheritance, gift or otherwise, is not required to incur any cost towards acquisition of ownership and title of the land parcels proposed for the real estate project, the cost of land shall be reckoned on basis of the value of the land as ascertained from the ASR prepared under the provisions of the relevant Act, applicable on the date of registration of the real estate project or as ascertained by a Registered Valuer.

*Explanation III.*— The cost of construction for the purpose of sub-clause (D) of clause (I) of sub-section (2) of section 4, shall include all such costs, incurred by the Promoter, towards the on-site and off-site expenditure for the development of the Real Estate project including payment of taxes, fees, charges, premiums, interest etc. to any Competent Authority or Statutory Authority of the Central Government or Government of Goa under any laws or rules or regulations for the time being in force including principal sum and interest paid or payable to any financial institutions including scheduled banks or non-banking financial companies, etc. or money-lenders/financiers for the Real Estate Project.

*Explanation IV.*— In case of rehabilitation scheme undertaken under any specific local law of State of Goa or Central Government or rules or regulations made thereunder which requires onsite expenditures to be made before registration of real estate project, such as, expenditure towards clearance of land of encumbrances for temporary transit accommodation, construction of rehabilitation buildings and any other overhead costs besides payment of ASR linked premium, fees and charges, security deposits, etc. to any competent authority or statutory authority is so certified by an engineer or architect and a Chartered Accountant in practice, then such incurred expenditure may be included in cost of land by the Promoter.

6. *Grant or rejection of registration of the project*— (1) Upon granting registration to any real estate project under sub-clause (a) of clause (1) of section 5, the Authority shall issue to the Promoter a Registration Certificate with a project registration number in Form “III” hereto. The period for which registration shall be valid shall exclude such period where actual work could not be carried by the promoter as per sanctioned plan due to specific stay or injunction orders relating to the real estate project from any Court of law, or Tribunal, competent authority, statutory authority, high power committee, etc., or due to such mitigating circumstances as may be decided by the Authority:

Provided that, while deciding on such mitigating circumstances, the Authority shall give reasonable opportunity of being heard to the allottees and such other person, who in the opinion of the Authority, have interest in the project.

(2) Upon the rejection of an application under sub-clause (b) of clause (1) of section 5, the Authority shall inform the applicant in Form “IV” hereto as also to the concerned competent authority or statutory authorities.

7. *Extension of registration of the Real estate project*.— (1) An application for extension of the real estate project shall be made to the Authority, in Form “V” hereto along with an explanatory note setting out the grounds and reasons for delay in the completion of the real estate project and the need for extension, along with documents supporting such grounds and reasons:

Provided that, where extension of registration is due to force majeure the Authority may at its discretion waive the fee for such extension granted to any real estate project.

(2) The grant of extension of registration to a real estate project, shall be in Form “VI” hereto. The Authority shall supply a copy thereto to the Promoter and in case of rejection

of the application for extension of registration, the authority shall, after giving to the applicant an opportunity of being heard as provided in the second proviso to section 6, inform the promoter about the same, in Form "IV" hereto. The intimation thereof shall also be given to the respective competent authority and statutory authorities.

(3) The application for extension of Real Estate Project shall be accompanied with fee calculated on the area of land proposed to be developed at the rate of rupees ten per square meter, subject to a minimum of rupees fifty thousand only and a maximum of rupees ten lakhs only.

**8. Revocation of Registration of the project.**— (1) Upon revocation of registration of a project under section 7, the Authority shall inform the promoter and the concerned competent authority about such revocation in Form "IV" hereto.

(2) The registration granted to the promoter under section 5 shall not be revoked unless the Authority has given notice to the concerned competent authority which has granted approval to the real estate project and association of allottees (if any). In case the association of allottees is not formed, the Authority may in its discretion, also give notice to the allottees, to submit their say in that behalf. The Authority while facilitating the remaining development works to be carried out in accordance with the provisions of section 8 shall also take such measures as may be required to protect the interest/rights of other parties who through mortgage or other investments are interested in the real estate project, which are disclosed by the promoter on the Website of the Authority:

Provided further that, the Authority shall also give adequate opportunity of being heard to any party which through defined instrument of debt or equity have created third party interest in the real estate projects.

*Explanation.*— For the purposes of sub-rule (2), the party/parties shall include Scheduled

Banks, Housing Finance Companies, Insurance Companies, Non-Banking Finance Companies operating as Asset Finance Companies, Investment Companies, Loan Companies, Investment Finance Companies, Infrastructure Debt Funds, Micro-finance Institutions, Foreign Direct Investors, Private Equity Funds and the Real Estate Investment Trust.

**9. Formation of legal entity and transfer of title.**— The promoter shall enable the formation of an association or society or cooperative society as the case may be, of the allottees, or a federation of the same, under clause (e) of sub-section (4) of section 11 of the Act,—

(i) Where such legal entity of allottees is to be constituted for a single building not being part of a Layout; or in case of layout of more than one building or a wing of one building in the layout, the Promoter shall submit the application in that behalf to the Registrar for registration of the Co-operative Housing Society under the Goa Co-operative Societies Act, 2001 (Goa Act 36 of 2001) or to the registering authority specified under the statute under which such legal entity is proposed to be registered, within three months from the date on which at least fifty one percent of the total number of allottees in such a building or a wing have booked their apartment.

(ii) Where a Promoter is required to form an Apex Body either as a federation of separate and independent Co-operative Housing Society or Company or any other Legal Entity or as a Holding Company of separate and independent Co-operative Housing Society or company or any other Legal Entity, then the Promoter shall submit an application to the concerned Registrar for registration of the co-operative society or the company to form and register an Apex Body in the form of Federation or Holding entity consisting of all such entities in the Layout formed as per clause (i) above. Such application shall be made within a

period of three months from the date of the receipt of the occupancy certificate of the last of the building which was to be constructed in the Layout.

(iii) The allottees of the project shall comply with the requirements specified in the Goa Co-operative Societies Act, 2001 (Goa Act 36 of 2001) or such other statute to enable the promoter to complete and submit the application for registration of the legal entity.

(iv) If the promoter fails to enable the formation of the legal entity such as Co-operative Society or Company or Association or Federation, as the case may be, the Authority shall, by an order, direct the Promoter to apply for formation of such legal entity or may authorize the allottees to apply for formation of such legal entity independently.

10. *Agreement for Sale.*— (1) For the purpose of sub-section (2) of section 13, the agreement for sale shall be in conformity with the law in force, and shall be in accordance with the form of agreement at Annexure 'A' hereto. Nothing in this sub-rule shall be deemed to prevent the promoter to modify the model form of Agreement for sale at Annexure 'A' provided that such modification is in conformity with the provisions of sub-section (2) of section 13 of the Act and the rules and regulations made thereunder.

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

### CHAPTER III

#### Real estate agent

11. *Application for Registration by the real estate agent.*— (1) Every real estate agent

required to be registered as per sub-section (1) of section 9 shall make an application in Form 'VII' hereto to the Authority.

(2) The application under sub-rule (1) shall be accompanied with the following documents, namely:—

(a) brief details of enterprise including its name, registered address of place of business, type of enterprise (proprietorship firm, society, partnership, company etc.); Registration number, PAN, Aadhar Card No, DIN, as the case may be, under which returns are required to be filed with statutory authority;

(b) particulars of registration obtained under other laws, and rules and regulations, as the case may be, along with the authenticated copy of partnership deed, memorandum of association, articles of association, etc.;

(c) two recent coloured passport size photographs of the real estate agent, in case he is an individual and of all the partners, directors, members, trustees, etc. including the persons in service and who have been assigned the work of real estate agent, in case such real estate agent is a legal entity;

(d) authenticated copy of the proof of address of the principal place of business, number of branch offices, if any, along with contact details including telephone numbers, fax numbers and email address;

(e) details (if any) of all real estate projects and their promoters on whose behalf he has acted as real estate agent in preceding five years;

(f) details of all civil or criminal cases pending against him if is an individual or any of the partners, directors, members, trustees etc. in case of other entities;

(g) authenticated copies of all letter heads; rubber stamp images, acknow-

ledgement receipts proposed to be used by the real estate agent;

(h) such other information and documents, as may be specified by the Authority.

(3) (a) A fee of rupees ten thousand, in case applicant is an individual; and

(b) a fee of rupees one lakh, in other cases shall be paid through NEFT or RTGS System or any other digital transaction mode.

(4) The real estate agent upon being engaged by the promoter for a real estate project he shall maintain and preserve books of accounts, records and documents separately for each such real estate project.

12. *Grant of registration to the real estate agent or rejection of registration.*— (1) The Authority, may, within 30 days of receipt of application and after satisfying itself of the fulfilment of all conditions, issue a registration certificate with a registration number in Form 'VIII' hereto to the real estate agent.

(2) In case of rejection of the application, the Authority shall, after recording the reasons in writing inform the applicant in Form 'IX' hereto:

Provided that, no application for registration of a real estate agent shall be rejected unless the applicant has been given an opportunity of being heard in the matter by the Authority.

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

13. *Renewal of Registration of real estate agent.*— (1) A real estate agent to whom registration has been granted under section 9 shall make an application in Form 'X' hereto for renewal of his registration at least sixty days prior to the expiry of the registration. The application shall be accompanied with the same fees as referred in sub-rule (3) of rule 11.

(2) The real estate agent shall also submit all the updated documents set out in clauses (a) to (g) of sub-rule (2) of rule 11 at the time of application for renewal. In case of renewal of registration, the authority shall inform the real estate agent about the same in Form 'XI' hereto and in case of rejection of the application for renewal of registration the authority shall inform the real estate agent in Form 'IX' hereto:

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

(3) The renewal of registration of the real estate agent shall be granted provided that the real estate agent continues to comply with the provisions of the Act and the rules and regulations made thereunder.

(4) The renewal of registration granted to a real estate agent under this rule shall be valid for a period of five years from the date of its renewal.

14. *Obligations of registered real estate agent.*— (1) Every registered real estate agent shall prominently display number of his Registration Certificate at his principal place of business and at its branch offices.

(2) Every registered real estate agent shall quote his number of registration on all the documents relating to advertisement, marketing, selling or purchase issued by the real estate agent along with the number of registration certificate of the real estate project.

15. *Revocation of Registration of real estate agent.*— (1) Where any real estate agent who has been granted registration certificate commits breach of any terms and conditions specified therein or the provisions of the Act or rules and regulations made thereunder, or where the Authority is satisfied that such registration has been secured by the real estate agent through misrepresentation or

fraud, the Authority may, without prejudice to any other action under the law, either *suo-motu* or on an application or complaint from the promoter or allottee, revoke the registration or suspend the same for such period as the Authority thinks fit and inform all the promoters:

Provided that, no such revocation or suspension of registration shall be made by the Authority unless an opportunity of being heard has been given to the real estate agent.

(2) Where the Authority revokes the registration it shall intimate about the same to the concerned real estate agent in Form 'IX' hereto:

Provided that, on the revocation of the registration by the Authority of any real estate agent; no fresh application for grant of registration shall be made before expiry of six months from the date of such revocation.

16. *Maintenance and preservation and production of books of accounts, records and documents.*— Every registered real estate agent shall maintain and preserve such books of accounts, records and documents as he may be required in accordance with the provisions of the Income Tax Act, 1961 (Central Act 43 of 1961) or the Companies Act, 2013 (Central Act 18 of 2013) or under any other law applicable for the time being in force or rules and regulations framed thereunder and will be required to produce them for inspection if so needed for grant or renewal of the registration.

17. *Other functions of a real estate agent.*—

(1) The real estate agent shall provide assistance to enable the allottee and promoter of each real estate project, to exercise their respective rights and fulfil their respective obligations at the time of marketing and selling, purchase and sale of any plot, apartment or building, as the case may be.

(2) The real estate agent shall not involve himself in any unfair trade practices, namely:—

(i) making any statement, whether orally or in writing or by visible representation which—

(a) falsely or knowingly represents that services or amenities are of a particular standard or grade;

(b) represents that the Promoter or himself has approval or affiliation which such promoter or himself does not have;

(c) makes a false or misleading representation concerning the services which the promoter does not have;

(ii) permitting the publication of any advertisement whether in any newspaper or other media, of services that are not intended to be offered by the promoter.

(3) The real estate agent shall,—

(i) facilitate the possession of all the information and documents, as the allottee, is entitled to, at the time of booking of any plot, apartment or building as the case may be.

(ii) discharge such other functions as specified by the Authority.

#### CHAPTER IV

##### Rate of Interest payable by Promoter and Allottee and Timelines for Refund

18. *Rate of interest payable by the promoter and the allottee.*— The rate of interest payable by the promoter and the allottee shall be the State Bank of India highest Marginal Cost of Lending Rate plus two percent:

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

19. *Timelines for refund.*— The refund of any amount which is payable by the promoter to

allottee along with the applicable interest and compensation, if any, under the Act or the Rules and Regulations, shall be made by the Promoter to the allottee within thirty days from the date on which such refund along with applicable interest and compensation, becomes due and payable to the allottee:

Provided that, every instance thereof shall be reported by the concerned promoter within thirty days to the Authority.

## CHAPTER V

Details to be published on the Website of Authority

20. *Details to be published on the website regarding real estate projects.*— (1) For the purpose of clause (b) of section 34, the Authority shall ensure that all the disclosures made by the promoters to the Authority with regard to the Real Estate project for which registration has been given, are made available on its website.

21. *Details to be published on the website regarding real estate agents.*— For the purpose of clause (d) of section 34, the Authority shall ensure that the following information shall be made available on its website in respect of each real estate agent registered with it or whose application for registration has been rejected or revoked:—

(a) For real estate agents registered with the Authority:—

(i) registration number and the period of validity of the registration of the real estate agent with the Authority;

(ii) brief details of his enterprise including its name, registered address, type of enterprise (proprietorship, society, partnership, company, etc.);

(iii) particulars of registration including the bye-laws, memorandum of association, articles of association, etc., as the case may be;

(iv) photograph of the real estate agent if he is an individual and the photographs of the partners, directors, etc. in case of other persons;

(v) authenticated copy of the address proof of the place of business and the contact address, contact numbers and email-ids of the real estate agent and other officials responsible.

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

(i) registration number and the period of validity of the registration of the real estate agent with the Authority;

(ii) brief details of his enterprise including its name, registered address, type of enterprise (proprietorship, society, partnership, company, etc.);

(iii) photograph of the real estate agent if it is an individual and the photographs of the partners, directors, etc. in case of other persons.

(c) such other information or documents as the Authority may, from time to time, require the promoter to submit.

22. *Obligation of the Authority to ensure cyber security of its website.*— The Authority shall ensure adequate measure to ensure cyber security of its Website a back-up, in digital form, of the contents of its Website in terms of this rule, and ensure that such back-up is updated on the last day of every month. The Authority shall maintain and update its Website and observe provisions of the Information Technology Act, 2000 (Central Act 21 of 2000) and the Right to Information Act, 2005 (Central Act 22 of 2005).

FORM 'T'

[See rule 3(3)]

APPLICATION FOR REGISTRATION OF PROJECT

To,

The Goa Real Estate Regulatory Authority

Sir,

I/We hereby apply for the grant of registration of my/our project to be set up at \_\_\_\_\_ Taluka/City situated in State of Goa.

1. The requisite particulars are as under:—

(i) Status of the applicant, whether individual/company/proprietorship firm/societies/partnership firm;

(ii) In case of individual –

(a) Name

(b) Father's Name

(c) Occupancy

(d) Permanent address

(e) Photograph

(f) Contact Details (Phone number, mobile number, E-mail, Fax number etc.)

OR

In case of firm/societies/trust/companies/limited liability partnership/competent authority

(a) Name

(b) Address

(c) Copy of registration certificate

(d) Main objects

(e) Name, photograph and address of chairman of the governing body/partners/directors etc.

(f) Contact Details (Phone number, mobile number, E-mail, Fax number etc.)

(iii) PAN No. ....;

(iv) Name and address of the bank or banker with which account in terms of section 4 (2)(I)(D) of the Act will be maintained .....

(v) Details of project land held by the applicant .....

(vi) brief details of the projects launched by the promoter in the last five years, whether already completed or being developed, as the case may be, including the current status of the said projects, any delays in completion, details of cases pending, details of type of land and payments pending etc.

.....

(vii) Agency to take up external development works ..... (PWD/Electricity Dept/Local Authority /Self Development);

(viii) Registration fee for an amount of Rs. ..../- calculated as per sub-rule (5) of rule 3;

(ix) Any other information the applicant may like to furnish.

2. I/we enclose the following documents in triplicate, namely:-

(i) authenticated copy of the PAN card of the promoter and a letter of authority or Board Resolution, in case the promoter not being an individual;

(ii) estimated cost of real estate project as defined in section 2 (v) of the Act;

(iii) copy of the legal title report reflecting the flow of title of the promoter to the land on which development is proposed to be developed with authentication of such title, if such land is owned by another person;

(iv) the details of encumbrances on the land on which development is proposed including any rights, title, interest, dues, litigation, details relating to mortgage/charge created for the project land for the facility taken by the applicant or any third party and name of any party in or over such land or nil encumbrance certificate from Registration Department or an advocate having experience of ten years or from revenue authority not below the rank of Mamlatdar;

(v) where the promoter is not the owner of the land on which development is proposed, copy of the collaboration agreement, development agreement, joint development agreement or any other agreement, as the case may be, entered into between the promoter and such owner, reflecting the consent of the owner of the land and authenticated copies of title report reflecting the title of such owner, on the land proposed to be developed;

(vi) an authenticated copy of the approvals and/or commencement certificate from the competent authority or Construction Licence from the Local Authorities 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 or Construction Licence from the Local Authorities for each of such phases;

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

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

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

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

(xi) Proposed Floor Area Ratio Space Index to be consumed and sanctioned Floor Space Index. In case the sanctioned Floor Area Ratio is different than what is proposed to be consumed by the promoter from time to time, then the proposed Floor Area Ratio Space Index shall be disclosed at the time of registration and as and when the Floor Area Ratio Space Index is sanctioned, the same shall be uploaded on the website of the Authority by the Promoter from time to time.

(xii) Proposed Number of building(s) or wing(s) to be constructed and sanctioned number of the building(s) or wing(s). In case the sanctioned Number of building(s) or wing(s) is different than what is proposed to be constructed by the promoter, then the proposed Number building(s) or wig(s) shall be disclosed at the time of registration and as and when the Additional Number of building(s) or wing(s) are sanctioned, the same shall be uploaded on the website of the Authority by the Promoter from time to time.

(xiii) Proposed Number of Floors in respect of each of the building or wing to be constructed and sanctioned Number of Floors in respect of each of the building or wing. In case the sanctioned Number of

Floors is different than what is proposed to be constructed by the promoter, then the proposed Number of Floors shall be disclosed at the time of registration and as and when the Additional Number of Floors are sanctioned, the same shall be uploaded on the website of the Authority by the Promoter from time to time.

(xiv) Aggregate area in square meters of the recreation open space .

(xv) the plan of proposed development works to be executed in the proposed project and the proposed facilities to be provided thereof including fire fighting facilities, drinking water facilities, emergency evacuation services, use of renewable energy, the particulars in respect of Architecture and Design Standards, Type of Construction Technology, Earthquake Resistant Measures and the like, to be adopted for Buildings and for Common Areas and of amenities/facilities in the Layout Plan of the real estate project;

(xvi) proforma of the allotment letter and agreement for sale, to be signed with the allottees and the conveyance deed proposed to be signed with the nature of organisation of allottees to be constituted namely societies/federation/common organization of allottees/federation of common organization;

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

(xviii) the number and areas of covered parking for sale in the proposed project to be provided at basements, stilts podium or independent structure or parking provided by mechanised parking arrangement;

(xix) the number of covered or open parking areas in the real estate project;

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

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

(xxii) a declaration in Form 'B'.

(xxiii) For ongoing project the Promoter shall submit a certificate from the project Architect certifying the percentage of completion of construction work of each of the building/wing of the project, a certificate from the Engineer for the estimated balance cost to complete the construction work of each of the building/ /wing of the project, and a certificate from a practicing Chartered Accountant, for the estimated balance cost to complete the project. The promoter shall submit a certificate from a practicing Chartered Accountant, certifying the balance amount of receivables from the apartments/flats/premises sold or allotted and in respect of which agreement have been executed and estimated amount of receivables in respect of unsold apartments/flats/premises calculated at the prevailing ASR rate or the rate certified by the Registered Valuer, on the date of certificate.

(xxiv) The Promoter shall disclose all details of ongoing real estate project including the extent of development carried out till date as per the last approved sanctioned plan of the project and the extent of development of common areas, Amenities etc. completed in respect of Buildings along with expected period of completion of the on-going real estate project. The promoter shall also disclose the original time period disclosed to the allottees, for completion of the project at the time of sale including the delay and the time period within which he undertakes to complete the pending project, which shall be commensurate with the extent of development already completed.

(xxv) For ongoing projects, the Promoter shall disclose the number of the apartments sold or allotted to the allottees and further disclose the size of the apartment based on carpet area even if earlier sold on any other basis such as super area, super built up area etc. which shall not affect the validity of the agreement entered into between the promoter and the allottee to that extent.

(xxvi) In case the promoter has created third party interests in respect of the real estate project, the names and addresses of such persons in whose favour such interests have been created.

3. I/We solemnly affirm and declare that the particulars given in herein are correct to my/our knowledge and belief.

Dated:

Place:

Yours faithfully,  
Signature and seal (if any) of the applicant(s)

FORM 'II'

[See rule 3(6)]

FORM OF DECLARATION, SUPPORTED BY AN AFFIDAVIT, WHICH SHALL BE SIGNED BY THE PROMOTER OR ANY PERSON AUTHORIZED BY THE PROMOTER

(To be submitted in stamp paper of value not less than Rs. 500/-)

#### **Affidavit cum Declaration**

Affidavit cum Declaration of Mr./Ms. .... promoter of the project named ..... /duly authorized by the promoter of the proposed project, vide its/his/their authorization No. .... dated .....; I, Sh. .... son/daughter of ..... aged ..... Indian national, promoter of the proposed project/duly authorized by the promoter of the proposed project do hereby solemnly declare, undertake and state as under:

(1) That I/promoter have/has a legal title Report to the land on which the development of the project is proposed

OR

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

AND

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

(2) That the project land is free from all encumbrances.

OR

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

(3) That the time period within which the project shall be completed by me/promoter from the date of registration of project; is .... /.... /.... ;

(4) (a) For new projects: That seventy per cent of the amounts realised by me/promoter for the real estate project from the allottees, from time to time, shall be deposited in a separate account to be maintained in a scheduled bank to cover the cost of construction and the land cost and shall be used only for that purpose.

(b) For ongoing project on the date of commencement of the Rules—

(i) That seventy per cent of the amounts to be realised hereinafter by me/promoter for the real estate project from the allottees, from time to time, shall be deposited in a separate account to be maintained in a scheduled bank to cover the cost of construction and the land cost and shall be used only for that purpose.

OR

(ii) That entire amounts to be realised hereinafter by me/promoter for the real estate project from the allottees, from time to time, shall be deposited in a separate account to be maintained in a scheduled bank to cover the cost of construction and the land cost and shall be used only for that purpose, since the estimated receivable of the project is less than the estimated cost of completion of the project.

(5) That the amounts from the separate account shall be withdrawn in accordance with section 4 (2) (I) (D) read with rule 5 of the Goa Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on Website) Rules, 2017.

(6) That I/the promoter shall get the accounts audited within six months after the end of every financial year by a practicing Chartered Accountant, and shall produce a statement of accounts duly certified and signed by such practicing Chartered Accountant, and it shall be verified during the audit that the amounts collected for a particular project have been utilised for the project and the withdrawal has been in compliance with the proportion to the percentage of completion of the project.

(7) That I/the promoter shall take all the pending approvals on time, from the competent authorities.

(8) That I/the promoter shall inform the Authority regarding all the changes that have occurred in the information furnished under sub-section (2) of section 4 of the Act and under rule 3 of the said Rules, within seven days of the said changes occurring.

(9) That I/the promoter have/has furnished such other documents as have been prescribed by the rules and regulations made under the Act.

(10) That I/the promoter shall not discriminate against any allottee at the time of allotment of any apartment, plot or building, as the case may be.

Solemnly affirmed on ..... day of ..... 20 ..... at .....

Deponent

Verification

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

Verified by me at ..... on this ..... day of ..... 20 .....

Deponent

FORM 'III'

[See rule 6(1)]

#### REGISTRATION CERTIFICATE OF PROJECT

This registration is granted under section 5 of the Act to the following project under project registration number:

(Specify Details of Project including the project address);

(1) (in the case of an individual) Mr./Ms. son of Mr./Ms. Taluk/District/City situated in State of Goa;

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

(2) This registration is granted subject to the following conditions, namely:

(i) The promoter shall enter into an agreement for sale with the allottees;

(ii) The promoter shall execute and register a conveyance deed in favour of the allottee or the association of the allottees, as the case may be, of the apartment or the common areas as per rule 9 of the Goa Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on Website) Rules, 2017;

(iii) The promoter shall deposit seventy percent of the amounts realised by the promoter in a separate account to be maintained in a schedule bank to cover the cost of construction and the land cost to be used only for that purpose as per sub-clause (D) of clause (I) of sub-section (2) of section 4 read with rule 5 of said Rules, 2017;

OR

That entire amount to be realised hereinafter by me/promoter for the real estate project from the allottees, from time to time, shall be deposited in a separate account to be maintained in a scheduled bank to cover the cost of construction and the land cost and shall be used only for that purpose, since the estimated receivable of the project is less than the estimated cost of completion of the project.

(iv) The Registration shall be valid for a period commencing from date of registration and ending with .../.../... unless extended by the Goa Real Estate Regulatory Authority in accordance with section 6 of the Act read with rule 7 of said Rules, 2017;

(v) The promoter shall comply with the provisions of the Act and the rules and regulations made thereunder;

(vi) That the promoter shall take all the pending approvals from the competent authorities

(3) If the above mentioned conditions are not fulfilled by the promoter, the Authority may take necessary action against the promoter including revoking the registration granted herein, as per the provisions of the Act and the rules and regulations made there under.

Dated:

Place:

Signature and seal of the Authorized Officer

Goa Real Estate Regulatory Authority

FORM 'IV'

[See rule 6(2), rule 7(2), rule 8(1)]

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

From:

The Goa Real Estate Regulatory Authority,

To

Application/Registration No.: .....

Dated: .....

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

OR

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

OR

You are hereby informed that the registration granted to your project is hereby revoked for the reasons set out below:-

(state the reasons here)

Place:

Dated:

Signature and seal of the Authorized Officer  
Goa Real Estate Regulatory Authority

FORM 'V'

[See rule 7(1)]

APPLICATION FOR EXTENSION OF REGISTRATION OF PROJECT

From:

\_\_\_\_\_  
\_\_\_\_\_

To

The Goa Real Estate Regulatory Authority,

\_\_\_\_\_  
\_\_\_\_\_

Sir,

I/We hereby apply for extension of registration of the following project: .....  
registered with the regulatory authority vide project registration certificate bearing No. ....  
which expires on .....

As required I/we submit the following documents and information, namely:-

(i) Rupees ..... as fees for extension as provided under sub-rule (3) of rule 7;

(ii) Authenticated copy of proposed Plan of the project showing the stage of development works undertaken till date;

(iii) Explanatory note regarding the state of development works in the project and reason for not completing the development works in the project within the period declared in the declaration submitted in Form 'II' at the time of making application for the registration of the project:

(state the reasons here);

(iv) Authenticated copy of the permission/approval from the competent authority which is valid for a period which is longer than the proposed term of extension of the registration sought from the regulatory authority; (i) The original project registration certificate; and (ii) Any other information as may be specified by regulations.

Place:

Dated:

Yours faithfully,  
Signature and seal (if any) of the applicant(s)

FORM 'VI'  
[See rule 7(2)]

CERTIFICATE FOR EXTENSION OF REGISTRATION OF PROJECT

This extension of registration is granted under section 6 of the Act, to the following project:  
..... registered with the regulatory authority vide project registration certificate bearing No. .... of

1. (in the case of an individual) Mr./Ms. son of Mr./Ms. .... Taluk ..... District ..... /City situated in State of Goa; OR (in the case of a firm/society/company/competent authority) firm/society/ company/competent authority having its registered office/principal place of business at.

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

(i) The promoter shall execute and register a conveyance deed in favour of the allottee or the association of the allottees, as the case may be, of the apartment or the common areas as per section 17 of the Act.

(ii) The promoter shall deposit seventy percent of the amounts realised by the promoter in a separate account to be maintained in a schedule bank to cover the cost of construction and the land cost to be used only for that purpose as per sub-clause (D) of clause (I) of sub-section (2) of section 4

OR

(ii) That entire of the amounts to be realised hereinafter by me/promoter for the real estate project from the allottees, from time to time, shall be deposited in a separate account to be maintained in a scheduled bank to cover the cost of construction and the land cost and shall be used only for that purpose, since the estimated receivable of the project is less than the estimated cost of completion of the project.

(iii) The registration shall be valid for a period of ..... months/year commencing from ..... and ending with ..... unless extended by the Goa Real Estate Regulatory Authority in accordance with section 6 read with rule 7 of the Act;

(iv) The promoter shall comply with the provisions of the Act and the rules and regulations made there under;

(v) That the promoter shall take all the pending approvals from the competent authorities

(vi) If the above mentioned conditions are not fulfilled by the promoter, the regulatory authority may take necessary action against the promoter including revoking the registration granted herein, as per the Act provisions of the Act and the rules and regulations made there under.

Dated: \_\_\_\_\_ Signature and seal of the Authorized Officer  
Place: \_\_\_\_\_ Goa Real Estate Regulatory Authority

FORM 'VII'  
[See rule 11(1)]

APPLICATION FOR REGISTRATION OF REAL ESTATE AGENT

To  
The Goa Real Estate Regulatory Authority

\_\_\_\_\_  
\_\_\_\_\_

Sir,

I/We apply for the grant of registration as a real estate agent to facilitate the sale or purchase of any plot, apartment or building, as the case may be, in real estate projects registered in the ..... State of Goa in terms and the rules and regulations made there under,

(1) (in the case of an individual) Mr./Ms. .... son of Mr./  
/Ms. .... Taluka ..... District ..... State .....

OR

(in the case of a firm/society/company)..... firm/society/company ..... having its  
registered office/principal place of business at .....

(2) The requisite particulars are as under:

(i) Status of the applicant, whether individual/company/proprietorship firm/societies/partnership firm/  
/limited liability partnership;

(ii) In case of individual—

(a) Name:

(b) Father's Name:

(c) Occupancy:

(d) Permanent address:

(e) Photograph:

OR

In case of firm/societies/companies

(a) Name:

(b) Address:

(c) Copy of registration certificate:

(d) Major activities:

(e) Name, photograph and address of partners/directors etc.

(iii) particulars of registration including the bye-laws, memorandum of association, articles of  
association etc. as the case may be;

(iv) authenticated copy of the address proof of the place of business, number of branch offices if any  
along with contact details including Telephone Numbers, Fax numbers and e-mail address;

(v) Details of registration in any other State or Union territory;

(vi) particulars of registration obtained under other laws, and rules and regulations, as the case may  
be, along with the authenticated copies of partnership deeds, memorandum of association, article of  
association etc.

(vii) colour photographs of the real estate agent, if an individual and of all the partners, directors,  
trustees, etc. including persons in service or assigned work expected on the real estate agent, in case of  
other entities;

(viii) income tax returns for last three financial years preceding the application or in case the applicant  
was exempted from filing returns in any of the three year preceding the application, a declaration to such  
effect;

(ix) details (if any) of all real estate projects and their promoters on whose behalf he has acted as real  
estate agent in preceding 5 years;

(x) details of civil and criminal cases pending against him if an individual or any of the partners,  
directors, members, trustees, etc. in case of other entities;

(xi) self-certified copies of all letter heads, rubber stamp images, acknowledgement receipts proposed to be used by the real estate agent;

(xii) such other information as may be specified by regulations of the Authority;

(xiii) whether the registration of the applicant has, at any time been revoked or suspended by the Authority? If so, the details thereof. In case the applicant was a director or manager of a body corporate, state whether the registration of such body corporate has been revoked or suspended at any time.

(xiv) any other information the applicant may like to furnish.

(3) I/we enclose the following documents along with, namely:—

(i) Rs. .... as registration fee;

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

(iii) authenticated copy of the registration as a real estate agent in any other State or Union territory, if applicable;

(4) I/we solemnly affirm and declare that the particulars given herein are correct to my/our knowledge and belief.

Dated:

Place:

Yours faithfully,

Signature and seal (if any) of the applicant(s)

FORM 'VIII'

[See rule 12(1)]

REGISTRATION CERTIFICATE OF REAL ESTATE AGENT

(1) This registration certificate is granted under section 9 with registration No. .... to (in the case of an individual) Mr./Ms. .... son of Mr./Ms. .... Taluka ..... District ..... State .....

OR

(in the case of a firm/society/company) ..... firm/society/company ..... having its registered office/principal place of business at ..... to act as a real estate agent to facilitate the sale or purchase of any plot, apartment or building, as the case may be, in real estate projects registered in the ..... State of Goa in terms of the Act and the rules and regulations made thereunder,

(2) This registration is granted subject to the following conditions, namely:—

(i) The real estate agent shall not facilitate the sale or purchase of any plot, apartment or building, as the case may be, in a real estate project or part of it, being sold by the promoter which is required but not registered with the regulatory authority;

(ii) The real estate agent shall maintain and preserve such books of account, records and documents as provided under rule 16 of the Goa Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on website) Rules, 2017;

(iii) The real estate agent shall not involve himself in any unfair trade practices as specified under clause (c) of section 10 read with Rule 17(2) of the said Rules;

(iv) The real estate agent shall provide assistance to enable the allottee and promoter to exercise their respective rights and fulfill their respective obligations at the time of booking and sale of any plot, apartment or building, as the case may be.

(v) The real estate agent shall comply with the provisions of the Act and and the rules framed there under;

(vi) The real estate agent shall discharge such other functions as may be specified by the regulatory authority by regulations;

(3) The registration is valid for a period of five years commencing from ..... and ending with ..... unless renewed by the said Authority in accordance with the provisions of the Act and the rules framed thereunder.

(4) If the above mentioned conditions are not fulfilled by the real estate agent, the said Authority may take necessary action against the real estate agent including revoking the registration granted herein, as per the Act and the rules and regulations made there under.

Dated:

Place:

Signature and seal of the Authorized Officer  
Goa Real Estate Regulatory Authority

FORM 'IX'

[See rule 12(2), 13(2), 15(2)]

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

From:

The Goa Real Estate Regulatory Authority,  
.....  
.....

To

.....  
.....

Application/Registration No.: .....

Dated: .....

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

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

You are hereby informed that the registration granted to you as real estate agent is hereby revoked for the reasons set out (strike out which is not applicable) .....

Place:

Dated:

Signature and seal of the Authorized Officer  
Goa Real Estate Regulatory Authority

FORM 'X'

[See rule 13(1)]

APPLICATION FOR RENEWAL OF REGISTRATION OF REAL ESTATE AGENT

From:

.....  
.....

To

The Goa Real Estate Regulatory Authority,

.....  
.....

Sir,

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

As required I/We submit the following documents and information, namely:-

(i) Rupees ..... as renewal fee;

(ii) The original registration certificate; and

(iii) Status of the applicant, whether individual/company/proprietorship firm/societies/partnership firm/limited liability partnership;

(iv) In case of individual-

(a) Name:

(b) Father's Name:

(c) Occupation:

(d) Permanent address:

(e) Photograph:

OR

In case of firm/societies/companies

(a) Name:

(b) Address:

(c) Copy of registration certificate:

(d) Major activities:

(e) Name, photograph and address of partners/directors:

(v) income tax returns filed under the provisions of the Income Tax Act, 1961 for three financial years preceding the application or in case the applicant was exempted from filing returns under the provisions of the Income Tax Act, 1961 for any of the three year preceding the application, a declaration to such effect;

(vi) particulars of registration including the bye-laws, memorandum of association, articles of association, etc. as the case may be;

(vii) authenticated copy of the address proof of the place of business;

(viii) Details of registration in any other State or Union territory;

(ix) Any other information as specified by regulations.

Dated:

Place:

Yours faithfully,

Signature and seal (if any) of the applicant(s)

FORM 'XI'

[See rule 13(2)]

RENEWAL OF REGISTRATION OF REAL ESTATE AGENT

(1) This renewal of registration is granted under section 9 to (in the case of an individual) Mr./Ms. ....son of Mr./Ms. .... Taluka ..... District ..... State .....

OR

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

(2) This renewal of registration is granted subject to the following conditions, namely:-

(i) The real estate agent shall not facilitate the sale or purchase of any plot, apartment or building, as the case may be, in a real estate project or part of it, being sold by the promoter which is required but not registered with the regulatory authority;

(ii) The real estate agent shall maintain and preserve such books of account, records and documents as provided under rule 16 of the Goa Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on Website) Rules, 2017;

(iii) The real estate agent shall not involve himself in any unfair trade practices as specified under clause (c) of section 10 read with Rule 17(2) of the said Rules;

(iv) The real estate agent shall facilitate the possession of all documents, as the allottee is entitled to, at the time of booking of any plot, apartment or building, as the case may be.

(v) The real estate agent shall provide assistance to enable the allottee and promoter to exercise their respective rights and fulfill their respective obligations at the time of booking and sale of any plot, apartment or building, as the case may be.

(vi) The real estate agent shall comply with the provisions of the Act and the rules and regulations made thereunder;

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

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

Dated:

Place:

Signature and seal of the Authorized Officer  
Goa Real Estate Regulatory Authority

ANNEXURE 'A'

Model Form of Agreement to be entered into between Promoter and Allottee(s)

[See rule 10(1)]

EXPLANATORY NOTE

This is a model form of Agreement, which may be modified and adapted in each case having regard to the facts and circumstances of respective case but in any event, matter and substance mentioned in those clauses, which are in accordance with the statute and mandatory according to the provisions of the Act shall be retained in each and every Agreement executed between the Promoter and Allottee. Any clause in this agreement found contrary to or inconsistent with any provisions of the Act, Rules and Regulations would be void ab-initio.

Model Form of Agreement

This Agreement made at ..... this ..... day of ..... in the year Two Thousand and ..... between ..... having address at ..... hereinafter referred to as "the Promoter of the one part and (.....) having address at .....hereinafter referred to as " the Allottee" ( .....) of the other part.

WHEREAS by an Agreement/Conveyance dated ..... day of ..... 20 ..... and executed between ..... of the one part (hereinafter referred to as " the Vendor") and the Promoter of the other part, the Vendor agreed with the Promoter for the absolute sale to the Promoter/sold absolutely to the Promoter an immovable property being piece or parcel of freehold land bearing Survey No. .... lying and being survey No. chalta No. at ..... in the survey No./chalta No. Registration sub-District of ..... admeasuring ..... sq. mts. or thereabouts more particularly described in the Schedule hereunder written (hereinafter referred to as "the project land").

OR

WHEREAS by and under a Lease / an Agreement for Lease dated the ..... day of ..... 20 ..... made between ..... of the One Part (hereinafter referred to as " the Lessor" ) and the Promoter of the Other Part, the Lessor agreed to grant unto the Promoter a lease in perpetuity/for a term of ..... years in respect of a piece or parcel of leasehold land situated at ....., admeasuring ..... sq.m. or thereabouts more particularly described in the Schedule hereunder written (hereinafter referred to as " the project land") at a rent of Rs. .... per annum/month and on the terms and conditions contained in the said Lease Deed/ /Agreement for Lease.

AND WHEREAS the lease Deed/Agreement for Lease, is with the benefit and right to construct any new building/s if so permitted by the concerned competent authority.

OR

WHEREAS by an Agreement dated ..... day of 20 ...../Power of Attorney dated ..... executed between Shri. .... (hereinafter referred to as "the Original Owner") of the One Part and the Promoter of the Other Part (hereinafter referred to as "the Development Agreement"), the Original Owner granted to the Promoter, development rights to the piece or parcel of freehold land lying and being at ..... in the Registration Sub-District of ..... admeasuring ..... sq. mts., or thereabouts more particularly described in the Schedule hereunder written (hereinafter referred to as "the project land') and to construct thereon building/s in accordance with the terms and conditions contained in the Development Agreement/ /Power of Attorney;

OR

(Give Complete Recital of the Title of the Promoter to the plot on which promoter proposes to construct and sale the Apartment)

AND

(Also specify

(i) Any covenants affecting the said property.

(ii) Any impediments attached to the said property.

(iii) Number and Area occupied by Tenants and how they are proposed to be settled so as to have clear possession of the said property.

(iv) Details of illegal encroachment on the said property.

(v) Any permission (if any) required from any Government or Authority which affects the title to the property and details of all such required permissions obtained.

(vi) Details of mortgage or lien or charge on the said property.)

AND WHEREAS the Promoters are entitled and authorised to construct buildings on the project land in accordance with the recitals herein above;

AND WHEREAS the Vendor/Lessor/Original Owner/Promoter is in possession of the project land;

AND WHEREAS the Promoter has proposed to construct on the project land (here specify number of buildings and wings thereof) ..... having ..... (here specify number of Basements,/ /podiums/stilt and upper floors);

AND WHEREAS the Allottee has agreed to purchase an Apartment bearing number ..... on the ..... floor, (herein after referred to as the said "Apartment") in the..... wing of the Building called ..... (herein after referred to as the said "Building") being constructed in the ..... phase of the said project, by the Promoter;

AND WHEREAS the Promoter has appointed an Architect registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects; AND WHEREAS the Promoter has registered the Project under the provisions of the Real Estate (Regulation and Development) Act, 2016 and rules framed thereunder Act with the Real Estate Regulatory Authority at..... under No. ....; authenticated copy is attached in Annexure;

AND WHEREAS the Promoter has appointed a structural Engineer for the preparation of the structural design and drawings of the buildings and the Promoter accepts the professional supervision of the Architect and the structural Engineer till the completion of the building/buildings.

AND WHEREAS by virtue of the Development Agreement/Power of Attorney the Promoter has sole and exclusive right to sell the Apartments in the said building/s to be constructed by the Promoter on the project land and to enter into Agreement/s with the allottee(s)/s of the Apartments to receive the sale consideration in respect thereof;

AND WHEREAS on demand from the allottee, the Promoter has given inspection and copies to the Allottee of all the documents of title relating to the project land and the plans, designs and specifications prepared by the Promoter's Architects Messrs ..... and of such other documents as are specified under the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as "the said Act") and the Rules and Regulations made thereunder; and the allottee has acknowledged the receipt of the same;

AND WHEREAS the authenticated copies of Certificate of Title issued by the legal Practitioner of the Promoter, or any other relevant revenue record showing the nature of the title of the Promoter to the project land on which the Apartments are constructed or are to be constructed have been annexed hereto;

AND WHEREAS the authenticated copies of the plans of the Layout as approved by the concerned Competent Authority have been annexed;

AND WHEREAS the authenticated copies of the plans of the Layout as proposed by the Promoter and according to which the construction of the buildings and open spaces are proposed to be provided for on the said project have been annexed hereto;

AND WHEREAS the authenticated copies of the plans and specifications of the Apartment agreed to be purchased by the Allottee, as sanctioned and approved by the competent authority wherever applicable have been annexed hereto;

AND WHEREAS the Promoter has got some of the approvals from the concerned competent authority(s) to the plans, the specifications, elevations, sections and of the said building/s wherever applicable and shall obtain the balance approvals from various authorities from time to time, so as to obtain Building Completion Certificate or Occupancy Certificate of the said Building;

AND WHEREAS while sanctioning the said plans concerned competent authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the project land and the said building and upon due observance and performance of which only the completion or occupancy certificate in respect of the said building/s shall be granted by the concerned competent authority;

AND WHEREAS the Promoter has accordingly commenced construction of the said building/s in accordance with the said approved plans;

AND WHEREAS the Allottee has approached the Promoter for purchase of an Apartment No. .... on .....floor in wing ..... situated in the building No. .... being constructed in the ..... phase of the said Project;

AND WHEREAS the carpet area as defined under clause (K) of section 2 of the said Act, of the said Apartment is ..... square meters ;

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

AND WHEREAS, prior to the execution of these presents, the Allottee has paid to the Promoter a sum of Rs..... (Rupees .....) only, being an advance payment or an Application Fee as provided in section 13 of the said Act (the payment and receipt whereof the Promoter both hereby admit and acknowledge) and the Allottee has agreed to pay to the Promoter the balance of the sale consideration in the manner hereinafter appearing.

AND WHEREAS, the Promoter has registered the Project under the provisions of the Real Estate (Regulation and Development) Act, 2016 and rules framed thereunder with the Real Estate Regulatory Authority under No. ....;

AND WHEREAS, under section 13 of the said Act, the Promoter is required to execute a written Agreement for sale of said Apartment with the Allottee, and also to register said Agreement under the Registration Act, 1908 (Central Act 16 of 1908);

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

NOW THEREFORE, THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. The Promoter shall construct the said building/s consisting of ..... basement and ground/stilt/ /..... podiums, and ..... upper floors on the project land in accordance with the plans, designs and specifications as approved by the concerned competent authority from time to time wherever applicable.

Provided that the Promoter shall have to obtain prior consent in writing of the Allottee in respect of variations or modifications which may adversely affect the Apartment of the Allottee except any alteration or addition required by any Government authorities or due to change in law.

1.a (i) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee Apartment No. .... of the type ..... of carpet area admeasuring ..... sq. Metres. The apartment shall also have an exclusive carpet area of balcony of .....sqmts with an exclusive terrace area..... sqmts if any, on ..... floor in the building ..... (hereinafter referred to as "the Apartment") as shown in the Floor plan thereof hereto annexed for the consideration of Rs. .... which includes the proportionate incidence of common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the Schedule annexed herewith.

(ii) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee covered parking bearing Nos ..... situated at ..... Basement and/or stilt and/or ..... podium being constructed in the layout for the consideration of Rs. .... /

1(b) The total aggregate consideration amount for the apartment including covered car parking spaces is thus Rs. .... /

1(c) The Allottee has paid on or before execution of this agreement a sum of Rs. .... (Rupees ..... only) (not exceeding 10% of the total consideration) as advance payment or application fee and hereby agrees to pay to the Promoter the balance amount of Rs. .... (Rupees ..... ) in the following manner:

i. Amount of Rs. .... /-(.....) (not exceeding 30% of the total consideration) to be paid to the Promoter after the execution of Agreement.

ii. Amount of Rs. .... /-(.....) (not exceeding 45% of the total consideration) to be paid to the Promoter on completion of the Plinth of the building or wing in which the said Apartment is located or on .....whichever is earlier.

iii. Amount of Rs. .... /-(.....) (not exceeding 70% of the total consideration) to be paid to the Promoter on completion of the slabs including podiums and stilts of the building or wing in which the said Apartment is located or on ..... whichever is earlier.

iv. Amount of Rs. .... /-(.....) (not exceeding 75% of the total consideration) to be paid to the Promoter on completion of the walls, internal plaster, floorings, doors and windows of the said Apartment.

v. Amount of Rs. .... /- (.....) (not exceeding 80% of the total consideration) to be paid to the Promoter on completion of the sanitary fittings, staircases, lift, wells, lobbies upto the floor level of the said Apartment.

vi. Amount of Rs. ..../- (not exceeding 85% of the total consideration) to be paid to the Promoter on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building or wing in which the said Apartment is located..

vii. Amount of Rs. ..../- (not exceeding 95% of the total consideration) to be paid to the Promoter on completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as may be specified in the Agreement of sale of the building or wing in which the said Apartment is located.

viii. Balance Amount of Rs. ..../- against and at the time of handing over of the possession of the Apartment to the Allottee on or after receipt of occupancy certificate or completion certificate.

OR

As per the mode of payment as mutually agreed between the parties

1(d) The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoter by way of Infrastructure tax, GST and Cess or any other taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Promoter) up to the date of handing over the possession of the [Apartment/Plot].

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

1(f) The Promoter may allow, in its sole discretion, a rebate for early payments of equal instalments payable by the Allottee on such terms and conditions as the parties mutually agreed the provision for allowing rebate and such rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter.

1(g) The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the completion certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of four percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate specified in the Goa Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on website) Rules, 2017 (hereinafter referred to as the said Rules), from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand additional amount from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 1(a) of this Agreement.

1(h) The Allottee authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Promoter may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.

*Note:* Each of the instalments mentioned in the sub clause (ii) and (iii) of clause 1 (c) shall be further subdivided into multiple instalments linked to number of basements/podiums/floors in case of multi-storied building/wing.

2.1 The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned competent authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Apartment to the Allottee, obtain from the concerned competent authority occupancy and/or completion certificates in respect of the Apartment.

2.2 Time is essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the project and handing over the [Apartment/Plot] to the Allottee and the common areas to the association of the allottees after receiving the occupancy certificate or the completion certificate or both, as the case may be subject to all the allottees have paid all the consideration and other sums due and payable to the promoters as per the agreement. Similarly, the Allottee shall make timely payments of the instalment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter, as provided in clause 1(c) herein above. ("Payment Plan").

3. The Promoter hereby declares that the Floor Area Ratio available as on date in respect of the project land is ..... square meters only and Promoter has planned to utilize Floor area ratio of ..... by availing of TDR or FAR available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Promoter has disclosed the Floor Space Index of ..... as proposed to be utilized by him on the project land in the said Project and Allottee has agreed to purchase the said Apartment based on the proposed construction and sale of apartments to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter only.

4.1 If the Promoter fails to abide by the time schedule for completing the project and handing over the [Apartment/Plot] to the Allottee, the Promoter agrees to pay to the Allottee, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Allottee, for every month of delay, till the handing over of the possession. The Allottee agrees to pay to the Promoter, interest as specified in the said Rules, on all the delayed payment which become due and payable by the Allottee to the Promoter under the terms of this Agreement from the date the said amount is payable by the allottee(s) to the Promoter.

4.2 Without prejudice to the right of promoter to charge interest in terms of sub clause 4.1 above, on the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the allottee committing three defaults of payment of instalments, the Promoter shall at his own option, may terminate this Agreement: Provided that, Promoter shall give notice of fifteen days in writing to the Allottee, by Registered Post AD at the address provided by the allottee and mail at the e-mail address provided by the Allottee, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee fails to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, promoter shall be entitled to terminate this Agreement.

Provided further that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Allottee (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Promoter) within a period of sixty days of the termination, the instalments of sale consideration of the Apartment which may till then have been paid by the Allottee to the Promoter and the Promoter shall not be liable to pay to the Allottee any interest on the amount so refunded.

5. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with particular brand, or its equivalent or price range (if unbranded) to be provided by the Promoter in the said building and the Apartment as are set out in Annexure annexed hereto.

6. The Promoter shall give possession of the Apartment to the Allottee on or before..... day of .....20..... If the Promoter fails or neglects to give possession of the Apartment to the Allottee on

account of reasons beyond his control and of his agents by the aforesaid date then the Promoter shall be liable on demand to refund to the Allottee the amounts already received by him in respect of the Apartment with interest at the same rate as may mentioned in the clause 4.1 herein above from the date the Promoter received the sum till the date the amounts and interest thereon is repaid.

Provided that the Promoter shall be entitled to reasonable extension of time for giving delivery of Apartment on the aforesaid date, if the completion of building in which the Apartment is to be situated is delayed on account of

(i) war, civil commotion or act of God;

(ii) any notice, order, rule, notification of the Government and/or other public or competent authority/court.

7.1 *Procedure for taking possession.*— The Promoter, upon obtaining the occupancy certificate from the competent authority and the payment made by the Allottee as per the agreement shall offer in writing the possession of the [Apartment/Plot], to the Allottee in terms of this Agreement to be taken within one month from the date of issue of such notice and the Promoter shall give possession of the [Apartment/Plot] to the Allottee. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee agree(s) to pay the maintenance charges as determined by the Promoter or association of allottees, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee in writing within 7 days of receiving the occupancy certificate of the Project.

7.2 The Allottee shall take possession of the Apartment within 15 days of the written notice from the promotor to the Allottee intimating that the said Apartments are ready for use and occupancy.

7.3 Failure of Allottee to take Possession of [Apartment/Plot] upon receiving a written intimation from the Promoter as per clause 7.1, the Allottee shall take possession of the [Apartment/Plot] from the Promoter by paying all amounts executing necessary indemnities, undertakings and such other documentation as specified in this Agreement, and the Promoter shall give possession of the [Apartment/Plot] to the allottee. In case the Allottee fails to take possession within the time provided in clause 7.2, such Allottee shall continue to be liable to pay maintenance charges as applicable including all Government rates, taxes, charges, interest on delay and all other outgoing and expenses of and incidental to the management and maintenance of the said Project and the building thereon.

7.4 If within a period of five years from the date of handing over the Apartment to the Allottee, the Allottee brings to the notice of the Promoter any structural defect in the Apartment or the building in which the Apartment are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at his own cost and in case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act. In case the allottees carry out any work within the apartments after taking possession, resulting in cracks and dampness or any other defect within or to the adjoining apartments/s, then in such an event the promotor shall not be liable to rectify or pay compensation. But the promotor may offer services to rectify such defects with nominal charges. Hairline cracks and dampness caused due to settlement, humidity, variations in temperature, electrical conduits, etc. cannot be considered as defective work.

8. The Allottee shall use the Apartment or any part thereof or permit the same to be used only for purpose of \*residence/office/show-room/shop/godown for carrying on any industry or business. (\*strike out which is not applicable) He shall use the garage or parking space only for purpose of keeping or parking vehicle.

9. The Allottee along with other allottee(s)s of Apartments in the building shall join in forming and registering the Society or Association or a Limited Company to be known by such name as the Promoter may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Society

or Association or Limited Company and for becoming a member, including the byelaws of the proposed Society and duly fill in, sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the Allottee, so as to enable the Promoter to register the common organisation of Allottee. No objection shall be taken by the Allottee if any, changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.

9.1 Within 15 days after notice in writing is given by the Promoter to the Allottee that the Apartment is ready for use and occupancy, the Allottee shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Apartment) of outgoings in respect of the project land and Building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks, bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s. Until the association of allottees is formed and the maintenance of the said structure of the building/s or wings is transferred to it, the Allottee shall pay to the Promoter such proportionate share of outgoings as may be determined. The Allottee further agrees that till the Allottee's share is so determined the Allottee shall pay to the Promoter provisional monthly/yearly contribution of Rs. .... per month/annum towards the outgoings. The Allottee undertakes to pay such provisional monthly contribution and such proportionate share of outgoings regularly on the 5th day of each and every month in advance and shall not withhold the same for any reason whatsoever. It is agreed that the non-payment or default in payment of outgoings on time by Allottee shall be regarded as the default on the part of the Allottee and shall entitle the promoter to charge interest on the dues, in accordance with the terms and conditions contained herein.

10. The Allottee shall on or before delivery of possession of the said premises keep deposited with the Promoter, the following amounts:-

(i) Rs. .... for share money, application entrance fee of the Society or Limited Company/Federation/Apex body.

(ii) Rs. .... for formation and registration of the Society or Limited Company/Federation/Apex body.

(iii) Rs. .... for proportionate share of taxes and other charges/levies in respect of the Society or Limited Company/Federation/Apex body.

(iv) Rs. .... for deposit towards provisional monthly contribution towards outgoings of Society or Limited Company/Federation/Apex body.

(v) Rs. .... For Deposit towards Water, Electric, and other utility and services connection charges.

(vi) Rs. .... for deposits of electrical receiving, transformer and Sub-Station provided in Layout.

(vi) Rs. .... as legal charges.

(vii) Rs. .... as infrastructure Tax.

(viii) Rs. .... as Corpus in respect of the Society or Limited Company/Federation/Apex Body.

(ix) Rs. .... as Stamp Duty and Registration Charges.

11. The Allottee shall pay to the Promoter a sum of Rs. .... for meeting all legal costs, charges and expenses, including professional costs of the legal practitioner of the Promoter in connection with formation of the said Society, or Limited Company, or Apex Body or Federation and for preparing its rules, regulations and bye-laws.

12. At the time of registration of conveyance or Lease of the structure of the building or wing of the building, the Allottee shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable, by the said Society or Limited Company on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said Building /wing of the building. At the time of registration of conveyance or Lease of the project land, the Allottee shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable, by the said Apex Body or Federation on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said land to be executed in favour of the Apex Body or Federation.

### 13. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

The Promoter hereby represents and warrants to the Allottee as follows:—

i. The Promoter has clear and marketable title with respect to the project land; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project;

ii. The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;

iii. There are no encumbrances upon the project land or the Project except those disclosed in the title report;

iv. There are no litigations pending before any Court of law with respect to the project land or Project except those disclosed in the title report;

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

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

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

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

ix. At the time of execution of the conveyance deed of the structure to the association of allottees the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Allottees;

x. The Promoter has duly paid and shall continue to pay and discharge undisputed Governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;

xi. No notice from the Government or any other local body or authority or any legislative enactment, Government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Promoter in respect of the project land and/or the Project except those disclosed in the title report.

14. The Allottee/s or himself/themselves with intention to bring all persons into whosoever hands the Apartment may come, hereby covenants with the Promoter as follows:-

(i) To maintain the Apartment at the Allottee's own cost in good and tenantable repair and condition from the date the possession of the Apartment is taken and shall not do or suffer to be done anything in or to the building in which the Apartment is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Apartment is situated and the Apartment itself or any part thereof without the consent of the local authorities, if required.

(ii) Not to store in the Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Apartment is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Apartment is situated, including entrances of the building in which the Apartment is situated and in case any damage is caused to the building in which the Apartment is situated or the Apartment on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.

(iii) To carry out at his own cost all internal repairs to the said Apartment and maintain the Apartment in the same condition, state and order in which it was delivered by the Promoter to the Allottee and shall not do or suffer to be done anything in or to the building in which the Apartment is situated or the Apartment which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

(iv) Not to demolish or cause to be demolished the Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Apartment is situated and shall keep the portion, sewers, drains and pipes in the Apartment and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Apartment without the prior written permission of the Promoter and/or the Society or the Limited Company.

(v) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the Apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.

(vi) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound or any portion of the project land and the building in which the Apartment is situated.

(vii) Pay to the Promoter within fifteen days of demand by the Promoter, his share of security deposit any taxes or levies and other amounts as demanded by the concerned local authority or Government for providing infrastructure like water, electricity, sewerage or any other service connection to the building in which the Apartment is situated.

(viii) To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Apartment by the Allottee for any purposes other than for purpose for which it is sold.

(ix) The Allottee shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Apartment until all the dues payable by the Allottee to the Promoter under this Agreement are fully paid up.

(x) The Allottee shall observe and perform all the rules and regulations which the Society or the Limited Company or Apex Body or Federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Apartments therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company/Apex Body/Federation regarding the occupancy and use of the Apartment in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

15. The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Allottee as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Society or association or Company or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

16. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Apartments or of the said Plot and Building or any part thereof. The Allottee shall have no claim save and except in respect of the Apartment along with the proportionate indivisible share hereby agreed to be sold to him. All unsold or un-allotted inventory shall continue to remain the property of the promoter until sold/allotted.

#### 17. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE

After the Promoter executes this Agreement he shall not mortgage or create a charge on the \*[Apartment] and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such [Apartment/plot].

#### 18. BINDING EFFECT

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

#### 19. ENTIRE AGREEMENT

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

#### 20. RIGHT TO AMEND

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

#### 21. PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE/SUBSEQUENT ALLOTTEES

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

**22. SEVERABILITY**

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

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

Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee(s) in Project, the same shall be in proportion to the carpet area of the [Apartment/Plot] to the total carpet area of all the [Apartments/Plots] in the Project. For such calculations, areas of exclusive balconies, verandas and/or terraces shall be added to carpet area of respective allottees.

**24. FURTHER ASSURANCES**

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

**25. PLACE OF EXECUTION**

The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution, the said Agreement shall be registered at the office of the Sub-Registrar. Thereafter this Agreement shall be deemed to have been executed.

26. The Allottee and/or Promoter shall present this Agreement as well as the conveyance/assignment of lease at the proper registration office of registration within the time limit prescribed by the Registration Act and the Promoter will attend such office and admit execution thereof.

27. That all notices to be served on the Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter by Registered Post A.D and notified Email ID/Under Certificate of Posting at their respective addresses specified below:—

Name of Allottee

(Allottee's Address)

Notified Email ID: .....

M/s Promoter name

(Promoter Address)

Notified Email ID: .....

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

**28. JOINT ALLOTTEES**

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

29. Stamp Duty and Registration:- The charges towards stamp duty and Registration of this Agreement shall be borne by the allottee.

30. Dispute Resolution:- Any dispute between parties shall be settled amicably. In case of failure to settled the dispute amicably, the same shall be referred to the Real Estate Regulation Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

31. GOVERNING LAW

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force and the courts in the State of Goa will have the jurisdiction for this Agreement.

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

Schedule Above Referred to

SCHEDULE

Description of the freehold/leasehold land and all other details along with the boundaries in all four directions

Here set out the nature, extent and description of common areas and facilities.

SIGNED AND DELIVERED BY THE WITHIN NAMED

Allottee: (including joint buyers)

(1)

(2)

At ..... on .....

in the presence of WITNESSES:

1. Name  
Signature .....

2. Name  
Signature .....

SIGNED AND DELIVERED BY THE WITHIN NAMED

Promoter:  
(1)  
(Authorized Signatory)

WITNESSES:  
Name  
Signature .....

Name  
Signature .....

Note – Execution clauses to be finalised in individual cases having regard to the constitution of the parties to the Agreement.

## ANNEXURES (as mentioned in the agreement)

Received of and from the Allottee above named the sum of Rupees ..... on execution of this agreement towards Earnest Money Deposit or application fee

I say received.

The Promoter/s.

By order and in the name of the Governor of Goa.

J. ASHOK KUMAR, IAS, Director & ex officio Addl. Secretary (Urban Development).

Panaji, 23rd November, 2017.

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**Notification**

11/43/2017-DMA/2468

Whereas, the draft rules, namely, the Goa Real Estate (Regulation and Development) (Recovery of Interest, Penalty, Compensation, Fine payable, Forms of Complaints and Appeal, etc.) Rules, 2017 which the Government of Goa proposed to make in exercise of the powers conferred by sub-section (1) and clauses (oa), (r), (s), (u), (zb), (zc) and (zf) of sub-section (2) of section 84 of the Real Estate (Regulation and Development) Act, 2016 (Central Act 16 of 2016) were pre-published vide Notification No. 11/43/2017-DMA/1571 dated 31/8/2017, in the Official Gazette, Extraordinary No. 2, Series I No. 22, dated 31st August, 2017, inviting objections or suggestion from all persons likely to be affected thereby within ten days from the date of publication of the said Notification in the Official Gazette;

And whereas, the said Official Gazette was made available to the public on 31st August, 2017;

And whereas, no objections or suggestions have been received from the public on the said draft Rules by the Government within the stipulated period.

Now, therefore, in exercise of the powers conferred by sub-section (1) and clauses (oa), (r), (s), (u), (zb), (zc) and (zf) of sub-section (2) of section 84 of the Real Estate (Regulation and Development) Act, 2016 (Central Act 16 of 2016) and all other powers enabling it in this behalf, the Government of Goa hereby makes the following rules, namely:—

1. *Short title and commencement.*— (1) **These rules may be called the Goa Real Estate (Regulation and Development) (Recovery of Interest, Penalty, Compensation, Fine Payable Forms of Complaints and Appeal etc.) Rules, 2017.**

(2) They shall come into force on the date of their publication in the Official Gazette.

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

(a) "Act" means the Real Estate (Regulation and Development) Act, 2016 (Central Act No. 16 of 2016);

(b) "Appellate Tribunal" means the Goa Real Estate Appellate Tribunal established under sub-section (1) of section 43 by the Government by notification in the Official Gazette;

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

(d) “Chairperson” means the Chairperson of the Authority;

(e) “Form” means the form appended to these rules;

(f) “Government” means the Government of Goa.

(g) “section” means section of the Act.

(2) Words and expressions used and not defined in these Rules but defined in the Act shall have the same meanings as respectively assigned to them in the Act.

3. *Manner of recovery of interest, penalty and compensation.*— Any interest or penalty or compensation imposed on a promoter or an allottee or a real estate agent shall be recoverable under section 40 of the Act, from such promoter or allottee or real estate agent, as the case may be, as an arrears of land revenue under the provision of the Goa Land Revenue Code, 1968 (Act No.9 of 1969).

4. *Manner of enforcement of the order, direction or decision of the Adjudicating Officer or Authority.*— Every order passed by the Adjudicating Officer, Authority or Appellate Tribunal which it is empowered to do under the Act or the rules and regulations made thereunder, shall be enforced by the Adjudicating Officer or Authority in accordance with the provisions of the Code of Civil Procedure, 1908 (5 of 1908), in the same manner as if it were a decree of the court. In the event such Adjudicating Officer or Authority is unable to execute the order, it shall send a copy of such order to the principal civil court, to execute such order either within the local limits of whose jurisdiction the real estate project is located or in the principal civil court of original jurisdiction within the local limits of whose jurisdiction the person against whom the order is being issued, resides, or carries on business, or personally works for gain alongwith a certificate stating that such an order has not been executed by it.

5. *Terms and conditions and the fine payable for compounding of offence.*— (1) The court may, for the purpose of compounding of any offence under section 70, accept a sum of money as specified in the Table below:—

TABLE

Sr. No.	Offence	Sum of money to be paid for compounding the offence
(1)	Offence under sub-section (1) of section 59	5 percent of the estimated cost of the real estate project which may extend upto 10 percent of such estimated cost.
(2)	Offence under sub-section (2) of section 59	5 percent of the estimated cost of the real estate project which may extend upto 10 percent of such estimated cost.
(3)	Offence under section 64	5 percent of the estimated cost of the real estate project which may extend upto 10 percent of such estimated cost.

(4) Offence under section 66	5 percent of the estimated cost of the plot, apartment or building, as the case may be, of the real estate project, for which the sale or purchase has been facilitated, which may extend upto 10 percent of such estimated cost.
(5) Offence under section 68	5 percent of the estimated cost of the plot, apartment or building, as the case may be, which may extend upto 10 percent of such estimated cost.

(2) On payment of the sum of money for compounding the offence as ordered by the Court, no further proceeding shall be taken against the accused person in respect of the same offence, and any proceeding already taken or initiated shall stand abated and the accused person, if in custody, shall be discharged.

(3) The promoter, allottee or real estate agent, as the case may be, shall comply with the order of the Court within the period specified by the court.

6. *Manner of filing a complaint with the Authority and the manner of holding an inquiry by the Authority.*— (1) Any aggrieved person, having any interest in the project, may file a complaint with the Authority for any violation under the Act or the rules and regulations made thereunder, save as those provided to be adjudicated by the Adjudicating Officer, in Form 'A' hereto, in triplicate, which shall be accompanied by a fee of rupees five thousand paid through NEFT or RTGS system or any other digital transaction mode:

Provided that, when the Authority makes a provision for filing a complaint online/web-based, it shall not be necessary to submit such form in triplicate.

(2) The Authority shall follow the following procedure for the purposes of deciding any complaint filed under sub-rule (1):—

(a) The Authority shall, upon receipt of the complaint, issue a notice alongwith the copy of such complaint and the relevant documents to the respondent. Such notice shall specify a date and time for further hearing of the case;

(b) In case the Authority is satisfied on the basis of the submissions made that the complaint does not require any further inquiry it may dismiss the complaint.

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

(d) On the date so fixed, the Authority shall require the applicant and respondent to give evidence or to produce any document which in the opinion of the Authority, may be useful for or relevant to the subject matter of the inquiry. Thereafter, the Authority shall have the power to carry out an inquiry on the basis of documents and submissions.

(e) The Authority upon consideration of the evidence produced before it and other records and submissions is satisfied that,—

(i) the respondent is in contravention of the provisions of the Act or the rules and regulations made thereunder it shall pass orders, adjudging the quantum of compensation as it thinks fit in accordance with the provisions of the Act, the rules and regulations made thereunder with reasons to be recorded in writing; or

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

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

7. *Manner of filing application with the Adjudicating Officer and the manner of holding an inquiry by the Adjudicating Officer.* — (1) Any aggrieved person may file an application in form “B” hereto with the Adjudicating Officer, for the purpose of adjudging compensation under section 12, 14, 18 or 19. The application shall be accompanied by a fee of rupees five thousand paid through **NEFT or RTGS** system or any other digital transaction mode.

(2) The Adjudicating Officer shall follow, the following procedure for the purposes of deciding any application filed under sub-rule (1):—

(a) The Adjudicating officer shall, upon receipt of the application issue a notice along with the copy of such application and the relevant documents to the respondent. Such notice shall specify a date and time fixed for hearing of the case.

(b) In case the Adjudicating Officer is satisfied on the basis of the submissions made that the complaint does not require any further inquiry it may dismiss the complaint.

(c) In case the Adjudicating Officer is satisfied on the basis of the submissions made that there is need for further hearing into the complaint it may order production of documents or other evidence on a date and time fixed by it.

(d) On the date so fixed, the Adjudicating Officer shall require the applicant and respondent to give evidence or to produce any document which in the opinion of the Adjudicating Officer, may be useful for or relevant to the subject matter of the inquiry. Thereafter, the Adjudicating Officer shall have the power to carry out an inquiry on the basis of the documents and submissions.

(e) The Adjudicating Officer upon consideration of the evidence produce before it and other records and submission is satisfied that,—

(i) The respond is in contravention of the provisions of the Act or the rules and regulations made thereunder it shall pass orders, adjudging the quantum of compensation as it thinks it in accordance with the provisions of the Act, the rules and regulations made thereunder with reason to be recorded in writing; or

(ii) The respond is not in contravention of the provisions of the Act, the rules and regulations made thereunder, the Adjudicating Officer may, by order in writing, dismiss the application with reasons to be recorded in writing.

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

(g) The Adjudicating Officer shall before passing an any order, consider the factors specified in section 72.

8. *Manner of service of notice and order.*— (1) Adjudicating Officer shall deliver a certified copy of the order to the Applicant and respondent.

(2) A notice or an order issued under these rules shall be served in any of the following manner,—

(a) by delivering or tendering it to that person and person’s authorised agent in an electronic form produced that there is sufficient evidence of actual delivery of the electronic records to the concerned person; or

(b) by sending it to the person by registered post with acknowledgement due to the address of his place of residence or he last known place or residence or business place; or

(c) if it cannot be served under clause (a) or (b) above, then by affixing it, in the presence of two witnesses, on the outer door or some other conspicuous part of the premises in which that person resides or is known to have last resided, or carried on business or personally worked or last worked for gain.

9. *Manner of filing appeal to the Appellate Tribunal.*— (1) Every appeal filed under sub-section (1) of section 44 shall be accompanied by a fee of rupees five thousand paid through NEFT or RTGS system or any other digital transaction mode.

(2) Every appeal shall be filed in Form “C” hereto in triplicate along with the following documents,—

(a) attested true copy of the order against which the appeal is preferred;

(b) copies of the documents relied upon by the appellant and referred to in the appeal;

(c) index of the documents:

Provided that, when the Authority makes a provision for filing a appeal online/web-based, it shall not be necessary to submit such form in triplicate.

FORM “A”

(See rule 6)

COMPLAINT TO THE AUTHORITY

(Complaint under section 31 of the Act)

For use of office: .....

Date of filing: .....

Date of receipt by post: .....

Complaint No. : .....

Signature: .....

Authorized Officer: .....

**BEFORE THE GOA REAL ESTATE REGULATORY AUTHORITY**

(Name of place)

Between ..... Complainant(s)

And ..... Respondent(s)

Details of claim:—

1. Particulars of the complainant(s):

(i) Name of the complainant:

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

(iii) Address for service of all notices:

2. Particulars of the respondents:—

(i) Name(s) of respondent:

(ii) Office address of the respondent:

(iii) Address for service of all notices:

3. (a) Jurisdiction of the Authority:—

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

(b) Project Registration No.

4. Facts of the case:—

(give a concise statement of facts and grounds for complaint)

5. Relief(s) sought:—

In view of the facts mentioned in paragraph 4 above, the complainant prays for the following relief(s) ..... [Specify below the relief(s) claimed explaining the grounds of relief(s) and the legal provisions (if any) relied upon]

6. Interim order, if prayed for:—

7. Claim not pending with any other court, etc. :—

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

8. Particulars in respect of the fee in terms of sub-rule (1) of rule 6:—

(i) Amount

(ii) Mode

9. List of enclosures:—

(Specify the details of enclosures with the complaint)

Verification

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

Place :

Date:

Signature of the complainant(s)

-----

FORM "B" (See rule 7)

APPLICATION TO ADJUDICATING OFFICER

(Claim for compensation under section 12, 14, 18 and or 19 read with section 71 of the Act)

- For use of office: .....
Date of filing: .....
Date of receipt by post: .....
Application No. : .....
Signature: .....
Authorized Officer: .....

BEFORE THE ADJUDICATING OFFICER

Between ..... Applicant (s)

And ..... Respondent(s)

Details of claim:

1. Particulars of the applicant(s):-

- (i) Name of the applicant:
(ii) Address of the existing office/residence of the applicant:
(iii) Address for service of all notices:
(iv) Details of allottees apartment, plot or building

2. Particulars of the respondents:-

- (i) Name(s) of respondent:
(ii) Office address of the respondent:
(iii) Address for service of all notices:
(iv) Registration No. and address of project:

3. (a) Jurisdiction of the Adjudicating Officer:—

The applicant declares that the subject matter of the claim falls within the jurisdiction of the Adjudicating Officer.

(b) Project Registration No :

4. Facts of the case:—

(give a concise statement of facts and grounds of claim against the respondent)

5. Compensation(s) sought:

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

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

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

The applicant further declares that the matter regarding which this application has been made is not pending before any Court of Law or any other Authority or any other Tribunal(s).

7. Particulars of the fee in terms of sub-rule (1) of rule 7:—

(i) Amount

(ii) Mode

8. List of enclosures:—

(Specify the details of enclosures with the application)

**Verification**

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

Place:

Date:

Signature of the applicant(s)

\_\_\_\_\_

FORM "C"

(see rule 9)

**APPEAL TO APPELLATE TRIBUNAL**

For use of Appellate Tribunal's office: .....

Date of filing: .....

Date of receipt by post: .....

Registration No. : .....

Signature: .....

Authority Officer: .....

IN THE GOA REAL ESTATE APPELLATE TRIBUNAL (Name of place)

Between ..... Appellant(s)

And ..... Respondent(s)

Details of appeal:-

1. Particulars of the appellants:

(i) Name of the appellant:

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

(iii) Address for service of all notices:

2. Particulars of the respondents:-

(i) Name(s) of respondent:

(ii) Office address of the respondent:

(iii) Address for service of all notices:

3. (a) Jurisdiction of the Appellate Tribunal:-

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

(b) Project Registration No.:

4. Limitation:-

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

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

5. Facts of the case:-

(give a concise statement of facts and grounds of appeal against the specific order of the Authority or the Adjudicating Officer, as the case may be passed under section(s) ..... of the Act.

6. Grounds of Appeal:-

7. Relief(s) sought:-

In view of the facts mentioned in paragraph 5 above, the appellant prays for the following relief(s) .....

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

8. Interim order, if prayed for:-

Pending final decision on the appeal, the appellant seeks issue of the following interim order:— (Give here the nature of the interim order prayed for with reasons).

9. Matter not pending with any other court, etc.:-

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

10. Particulars of the fee in terms of sub-rule A (1) of rule 9:-

(i) Amount

(ii) Mode

11. List of enclosures:-

(i) An attested true copy of the order against which the appeal is filed.

(ii) Copies of the documents relied upon by the appellant and referred to in the appeal.

(iii) An index of the documents.

#### Verification

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

Place:

Date:

Signature of the appellant(s)

By order and in the name of the Governor of Goa.

*J. Ashok Kumar*, IAS, Director & ex officio Addl. Secretary (Urban Development).

Panaji, 23rd November, 2017.

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**OFFICIAL GAZETTE**  
**GOVERNMENT OF GOA**  
 PUBLISHED BY AUTHORITY

**EXTRAORDINARY**  
**No. 2**

**GOVERNMENT OF GOA**

Department of Urban Development

**Notification**

11/47/2017-DMA/2466

In exercise of the powers conferred by sub-section (1) and clauses (zd) and (ze) of sub-section (2) of section 84 of the Real Estate (Regulation and Development) Act, 2016 (Central Act 16 of 2016 ) and all other powers enabling it in this behalf, the Government of Goa hereby makes the following rules, namely:—

1. *Short title and commencement.*—

(1) These rules may be called the Goa Real Estate (Regulation and Development) (Regulatory Authority Form of Annual Statement of Accounts and Annual Report) Rules, 2017.

(2) They shall come into force on the date of their publication in the Official Gazette.

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

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

(b) “Authority” means the Goa Real Estate Regulatory Authority established under sub-section (1) of section 20 of the Act;

(c) “Chairperson” means the Chairperson of the Authority appointed under section 21 of the Act;

(d) “Form” means the forms appended to these Rules;

(e) “Member” means a whole-time member of the Authority appointed under section 21 of the Act;

(f) “section” means a section of the Act;

(g) “Schedule” means a Schedule appended to the form;

(h) “Government” means the Government of Goa;

(2) The words and expressions used in these rules but not defined and defined in the Act shall have the same meanings respectively assigned to them in the Act.

3. *Budget, Accounts and Audit.*— (1) The Authority shall at the end of the financial year of every year, prepare a budget, maintain proper accounts and other relevant records and prepare an annual Statement of Accounts in form “A”, hereto.

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

(3) The account and other relevant records prepared under sub-rule (1) above shall be signed by the Chairperson, Members,

Secretary and the officer-in-charge of Finance and Accounts of the Authority.

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

4. *Annual Report.*— (1) The Authority shall prepare its annual report in Form “B”, hereto.

(2) The Authority may also include in the annual report such other matters as deemed

fit by the Authority for reporting it to the Government.

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

## FORM “A”

[See sub-rule (1) of rule 3]

## ANNUAL STATEMENT OF ACCOUNTS

## Receipts and Payment Account

For the year ended .....

(In Rupees)

A/c Code	Receipts	Current year as on	Previous year as on	A/c Code	Payments	Current year as on	Previous year as on
1	2	3	4	5	6	7	8
1.	To Balance Brought down:			13.	By Chairperson Members:		
1.1	To Bank			13.1	By Pay and Allowances		
1.2	To cash in hand			13.2	By Other benefits		
2.	To Fees, Charges and Fine:			13.3	By Travelling Expenses:		
2.1	To Fees			13.3.1.	By Overseas		
2.2	To Charges			13.3.2.	By Domestic		
2.3	To Fines			14.	Officers:		
2.4	To Other (specify)			14.1	By Pay and Allowances		
3.	To Grants			14.2	By Retirement Benefits		
3.1	To Accounts with Government			14.3	By Other benefits		
3.2	To Other (specify)			14.4	By Travelling Expenses:		
4.	To Gifts			14.4.1	By Overseas		
5.	To Seminars and Conferences			14.4.2	By Domestic		
6.	To Sale of Publications			15.	By Staff:		
7.	To Income on Investments and deposits:			15.1	By Pay and Allowances		
7.1	To Income on Investments			15.2	By Retirement benefits		
7.2	To Income on Deposits			15.3.	By Other Benefits		
8.	To Loans:			15.4	By Travelling Expenses:		
8.1	To Government			15.4.1	By Overseas		

## OFFICIAL GAZETTE — GOVT. OF GOA

SERIES I No. 34

(EXTRAORDINARY No. 2)

24TH NOVEMBER, 2017

1	2	3	4	5	6	7	8
8.2	To Other (specify)			15.4.2	By Domestic		
9.	To Sale of Assets			16.	By Hire of Conveyance		
10.	To Sale on Investments			17.	By wages		
11.	To Recoveries from Pay bills			18.	By Overtime		
11.1	To Loans and Advances Principal Amount			19.	By Honorarium		
11.2	To Interest on Loans and Advances			20.	By Other office expenses		
11.3	To Miscellaneous			21.	By Expenditure on Research		
51.	To Other (specify)			22.	By Consultation Expenses		
				23.	By Seminars and conferences		
				24.	By Publications of Authority		
				25.	By Rent and Taxes		
				26.	By Interest on Loans		
				27.	By Promotional Expenses		
				28.	By Membership fee		
				29.	By Subscription		
				30.	By Purchase of Fixed Assets (specify)		
				31.	By Investments and Deposits:		
				31.1	By Investments		
				31.2	By Deposits		
				32.	By Security Deposits		
				33.	By Loans and Advances to:		
				33.1	By Employees:		
				33.1.1	By Bearing Interest		
				33.1.2	By not bearing Interest		
				33.2	By Supplier/Contractors		
				33.3	By others (specify)		
				34.	By Repayments of Loans		
				35.	By Others		
				35.1	By Leave Salary and Pension		
				35.2	Contribution		
				35.3	By Audit Fees		
				35.4	By Misc:		
				36.	By Balance Carried down:		
				36.1	By Bank		
				36.2	By Cash in hand		
Total				Total			

Chairperson (Signature)

Members(s) (Signature)

Secretary (Signature)

Officer-in-Charge (Finance and Accounts)

**Income and Expenditure Account**

For the Period 1st ..... to 31st .....

(In Rupees)

A/c code	Expenditure	Schedule	Current year as on	Previous year as on	A/c code	Income	Schedule	Current year as on	Previous year as on
1	2	3	4	5	1	2	3	4	5
13.	To Chairperson and Members				2.	By Fees, Charges and Fine	A		
13.1	To Pay and Allowances				2.1.	By Fees			
13.2	To Other benefits	C			2.2.	By Charges			
13.3	To Travelling Expenses				2.3	By Fines			
13.3.1	To Overseas				2.4	By Others (specify)			
13.3.2.	To Domestic				3.	By Grants	B		
14.	To Officers				3.1	By Accounts with Government			
14.1	To Pay and Allowances				3.2	By Others (specify)			
14.2	To Retirement benefits	D			4.	By Gifts			
14.3	To other benefits	C			5.	By Seminars and Conferences			
14.4	To Travelling Expenses				6.	By Sale of Publications			
14.4.1.	To Overseas				7.	By Income on Investments and Deposits			
14.4.2.	To Domestic				7.1	By Income on Investments			
15.	To Staff				7.2	By Income on Deposits			
15.1	To Pay and Allowances				11.2	By Interest on Loan and Advances			
15.2	To Retirement benefits	D			12.	By Miscellaneous Income			
15.3	To other benefits	C			12.1	By excess of Expenditure over income (Transferred to Capital Fund Account)			
15.4	To Travelling Expenses								
15.4.1.	By Overseas								
15.4.2.	To Domestic								
16.	To Hire of Conveyance								
17.	To Wages								

OFFICIAL GAZETTE — GOVT. OF GOA

SERIES I No. 34

(EXTRAORDINARY No. 2)

24TH NOVEMBER, 2017

1	2	3	4	5	1	2	3	4	5
18.	To Overtime								
19.	To Honorarium								
20.	To other office expenses	E							
21.	To Expenditure on Research								
22.	To Consultation expenses								
23.	To Seminars and Conference								
24.	To Publication of Authority								
25.	To Rent and Taxes								
26.	To Interest on Loans								
27.	To Promotional Expenses								
28.	To Membership fee	F							
29.	To Subscription	G							
35.	To Others								
35.1	To Leave Salary and Pension								
35.2.	Contribution								
35.3	To Audit Fees								
35.4	To Misc.								
37.	To Depreciation	H							
48.	To Loss on sale of assets								
49.	To Bad Debts Written off								
50.	To Provision for Bad and Doubtful debts To Excess of income over expenditure (Transferred to Capital Fund Account)								
Total						Total			

Chairperson (Signature)

Members(s) (Signature)

Secretary (Signature)

Officer-in-Charge (Finance and Accounts)

**Balance Sheet as on 31st (Month) (Year)**

A/c code	Liabilities	Schedule	Current year as on	Previous year as on	A/c code	Assests	Schedule	Current year as on	Previous year as on
1	2	3	4	5	1	2	3	4	5
40.	Funds	I			43.	Fixed assets	H		
40.1	Capital Fund Add Excess of Income over Expenditure/ /less excess of Expenditure over Income				43.1	Gross Block at Cost Less Cummulative Depreciation			
40.2	Other Funds (specify)				42.2	Net Block			
41.	Reserves	J			44.	Capital work- -in-Progress	M		
8.	Loan	K			31.	Investments and Deposits	N		
8.1	Government				31.1	Investments			
8.2	Others				31.2	Deposits			
42.	Current Liabilities and provisions	L			33.	Loan and Advances	O		
					3.1	Account with Government	S		
					45.	Sundry Debtors	P		
					36.	Cash and Bank Balances	Q		
					46.	Other Current Assets	R		
	Total					Total			
	Accounting Policies and Notes to	T							

*Instruction: (1)* The Schedules referred/referenced above shall be prepared by the Authority based on accounting principles followed by the State Government or as suggested by the Comptroller and Auditor General of India from time to time.

(2) The Schedules referred to above shall form an integral part of the Income and Expenditure Account or the Balance Sheet, as the case may be.

Chairperson (Signature)

Member(s) (Signature)

Secretary (Signature)

Officer-in-Charge (Finance and Accounts)

FORM "B"

[See sub-rule (1) of rule 4]

ANNUAL REPORT TO BE PREPARED BY AUTHORITY

A. Introduction:

- (i) Chairman's statement:
- (ii) Objectives:
- (iii) Important achievements:
- (iv) The year in review:
  - (a) Landmark decisions:
  - (b) Legislative work:
  - (c) Outreach programme:
- (v) Capacity building:
- (vi) International engagements:
- (vii) Impact on:
  - (a) Allottees:
  - (b) Promoters:
  - (c) Real Estate Agents:
  - (d) Economy:

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

I. In relation to Promoters:

Serial number	Name of promoter	Address of promoter	Description of project for which registration has been issued	Fees paid	Registration
(1)	(2)	(3)	(4)	(5)	(6)
Date of issue of registration	Date of which registration expires	Date of extension of registration with period of extension		Remark	
(7)	(8)	(9)	(10)		

II. In relation to Real Estate Agents:

Serial Number	Name of the Real Estate Agent	Address of Real Estate Agent	Registration fee paid	Registration number	Date of issue of registration certificate	Date on which registration certificate expires	Date and period of renewal of registration certificate	Remark
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)

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

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

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

Sr. No.	Survey conducted during the quarter with details	Observation of Authority	Remedial steps taken
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E. Statement on steps taken to mitigate any non-compliances of the provisions of the Act and the rules and regulations made thereunder by the promoters, allottees and real estate agents:

Sr. No.	Subject	Steps taken	Results achieved
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F. Statements on directions of the Authority and the penalty imposed for contraventions of the Act and the rules and regulation made thereunder and statement on interest and compensations ordered by the adjudicating officer:

Sr. No.	Name of the promoter	Details of the directions issued by the Authority/ /adjudicating officer	Penalty/interest/ /compensation imposed	Whether paid
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Sr. No.	Name of the allottee	Details of the directions issued by the Authority/ /adjudicating officer	Penalty/interest/ /compensation imposed	Whether paid
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Sr. No.	Name of the real estate agent	Details of the directions issued by the Authority/ /adjudicating officer	Penalty/interest/ /compensation imposed	Whether paid
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G. Investigations and inquiries ordered by the Authority or the adjudicating officer: A brief narrative of investigations and inquiries taken up by the Authority or the adjudicating officers and references received from the competent authority or the Government.

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

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

(i) monetary penalties details of recovery of penalty imposed, details of penalty imposed but not recovered, total number of matters and total amount of monetary penalty levied;

(ii) matters referred to court - total number of matters referred to the court during the year, total number of matters disposed of by the court during the year, total number of matters pending with the court at the end of the year;

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

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

(i) interest and compensations-details of interest and compensation imposed, details of interest and compensation imposed but not paid, total number of matters and total amount of interest and compensations imposed, and

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

K. Appeals:

(i) Number of appeals filed against the orders of the Authority or the adjudicating officer in the year:

(ii) Number of appeals pending at the beginning of the year:

(iii) Appeals filed during the year:

(iv) Number of appeals allowed by the Appellate Tribunal during the year:

(v) Number of appeals disallowed by the Appellate Tribunal during the year:

(vi) Brief write up on the appeals allowed by the Appellate Tribunal:

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

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

(i) workshops, seminars and other interactions with public/experts/policy-maker/regulatory bodies on laws and policies relating to the real estate sector and for creating awareness on the same;

(ii) papers and studies published for advocacy on laws and policies relating to the real estate sector and for creating awareness on the same;

(iii) consultation papers published/placed on website of the Authority;

(iv) analytical papers prepared and examined;

(v) others.

N. Administration and establishment matters:

(i) report of the Secretary;

(ii) composition of the Authority;

(iii) details of Chairperson and Members appointed in the year and of those who demitted office;

(iv) details of adjudicating officers appointed in the year and those who demitted office;

(v) organizational structure;

(vi) a tabular statement containing information on personnel in the Authority, category-wise: sanctioned posts, posts filled up, vacancies, appointments made in the year etc.

O. Experts and consultants engaged: details of number of experts and consultants appointed in the year and of those who demitted office.

P. Employee welfare measures, if any, beyond the regular terms and conditions of employment, undertaken by the Authority.

Q. Budget and Accounts:

(i) budget estimates and revised estimates, under broad categories;

(ii) receipts under broad categories in the Real Estate Regulatory Fund established under sub-section (1) of section 75;

(iii) actual expenditure under broad categories;

(iv) balance available in the Real Estate Regulatory Fund under sub-section (1) of section 75;

(v) any other information.

R. International co-operation: A brief narrative of international co-operation, if any, undertaken by the Authority.

S. Capacity Building: A brief narrative of capacity building initiative undertaken including

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

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

(iii) expenditure of capacity building initiatives.

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

U. Right to Information: A brief narrative of

(i) number of applications received by Public Information Officer (PIO) and Assistant Public Information Officer (APIO) seeking information under the Right to Information Act, 2005 (Central Act 22 of 2005);

(ii) Number of applications for which information has been provided by PIO;

(iii) number of applications pending with PIO;

(iv) number of appeals filed before the First Appellate Authority against the order of PIO;

(v) number of appeals which have been disposed of by First Appellate Authority;

(vi) number of appeals pending with the First Appellate Authority;

(vii) number of applications/appeals not disposed of in the stipulated time frame.

Chairperson (Signature)

Member(s) (Signature)

By order and in the name of the Governor of Goa.

J. Ashok Kumar, IAS, Director & ex officio Addl. Secretary (Urban Development).

Panaji, 23rd November, 2017.

**Notification**

11/35/2017-DMA/2467

Whereas, the draft rules namely, the Goa Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on website) Rules, 2017, which the Government of Goa proposed to make in exercise of the powers conferred by sub-section (1) and clauses (a) to (k) and (p) of sub-section (2) of section 84 of the Real Estate (Regulation and Development) Act, 2016 (Central Act 16 of 2016), and all other powers enabling it in this behalf, were pre-published vide Notification No. 11/35/2017-DMA-1474, dated 22-8-2017, of the Department of Urban Development, in the Official Gazette, Series I No. 21, dated 24-8-2017 inviting objections and suggestions from all persons likely to be affected thereby before expiry of 10 days from the date of publication of the said Notification in the Official Gazette;

And whereas, the said Official Gazette was made available to the public on 24-8-2017;

And whereas, the said period for submitting suggestions/objections was extended upto 11-09-2017;

And whereas, the suggestions/objections received from the public on the draft rules within the stipulated period have been taken into consideration by the Government.

Now, therefore, in exercise of the powers conferred by sub-section (1) and clauses (a) to (k) and (p) of sub-section (2) of section 84 of the Real Estate (Regulation and Development) Act, 2016 (Central Act 16 of 2016) and all other powers enabling it in this behalf, the Government of Goa hereby makes the following rules, namely:—

## CHAPTER I

## Preliminary

1. *Short title and commencement.*— (1)

**These rules may be called the Goa 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) They shall come into force on the date of their publication in the Official Gazette.

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

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

(b) “Annexure” means Annexure A appended to these rules;

(c) “Apex Body” or “Federation” means an independent body formed by and consisting of all the Co-operative Societies registered under the Goa Co-operative Societies Act, 2001 (Goa Act 36 of 2001), Companies registered under the Companies Act, 2013 (Central Act 30 of 2013) or condominiums or any other legal entity, constituted by the allottees in various buildings with or without wings located within a layout, where each such co-operative society or company or condominium or any other legal entity, as the case may be, which cooperate in the maintenance and administration of common areas and amenities and facilities provided in the layout while independently retaining control of its own internal affairs and administration in respect of each of the buildings for which they are formed;

(d) “Appellate Tribunal” means the Goa Real Estate Appellate Tribunal established under sub-section (1) of section 43 and shall include its benches;

(e) “ASR” or “Annual Statement of Rates” means the rate of land as notified under the provisions of the relevant Act or rules framed thereunder;

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

(g) “authorised representative” means a person duly authorised by a party to a proceeding to present Application or to appear or plead on his behalf before the Authority or Appellate Tribunal or Adjudicating officer;

(h) “Authority” means the Goa Real Estate Regulatory Authority established under sub-section (1) of section 20;

(i) “Chairperson” means the Chairperson of the Authority;

(j) “Covered parking space” means an area provided with a roof as approved by the Competent Authority as per the applicable Development Control Regulations for parking of vehicles of the allottees which may be in basements and/or stilt and/or podium and/or space provided by mechanised parking arrangements but shall not include open parking;

(k) “disclosure” means the information and documents to be uploaded by the Promoter on the website of the Authority as well as the information and documents, which he is liable to give or produce or cause to be given and produced to the person intending to take or invest in project under the Act to the public at large through print media, electronic media, property exhibition and promotional event and shall also include the communication made to the Authority, either in physical or electronic form and includes the information, documents, etc., being made available;

(l) “Form” means the form appended to these Rules;

(m) “FAR or Floor Area Ratio” shall have the same meaning as assigned to it in the Building Rules or Building By-laws made by Competent Authority under any law for the time being in force;

(n) “Legal Practitioner” shall have the same meaning as is assigned to it in the Advocates Act, 1961 (Central Act 25 of 1961);

(o) “Member” means a Member of the Authority;

(p) “Phase of a Real Estate Project” means a building or a wing of the building in case of building with multiple wings or defined number of floors in a multistoreyed building/ /wing;

(q) “Plinth Area Rate” means the rates notified by the Public Works Department;

(r) “Redevelopment Scheme” means a scheme inter-alia providing for allotment of apartments in respect of rehabilitation or redevelopment of slum areas, pre-existing buildings, or cluster of buildings, as may be approved by the relevant competent authority under the provisions of this State or Central law or orders of the Government of Goa or Central Government;

(s) “regulations” means the regulations made by the Authority;

(t) “section” means a section of the Act;

(u) “statutory authority” means such authority who is invested with the powers under any law, rules or regulations of the Government of Goa or Central Government.

(2) Words and expressions used and not defined in these Rules but defined in the Act shall have the same meanings respectively assigned to them in the Act and the applicable local Act, Rules and Regulations.

## CHAPTER II

### Real Estate Project

3. *Other Information to be furnished by the promoter for the registration of real estate project.*— (1) The promoter shall furnish to the Authority such information as is required under the Act and documents, specified under sub-sections (1) and (2) of section 4 of the Act, for registration of the real estate project with the Authority.

(2) Without prejudice to the provisions of sub-rule (1), the promoter shall also furnish the following information and documents alongwith the Application under sub-section (1) of section 4 of the Act, namely:—

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

(b) name, photograph, contact details and address of the promoter, if he is an individual or authorized representative; or the name, photograph, contact details and address of the chairperson, partners, directors, members, as the case may be, and the authorized representative in case of other entities;

(c) a copy of the legal title report reflecting the flow of title of the owner or promoter to the land on which development is proposed, with authentication of such title by legal practitioner;

(d) where the promoter is not the owner of the land on which development is proposed, a copy of the collaboration agreement, development agreement, joint development agreement or any other form of agreement, as the case may be, entered into between the promoter and owner of the land, reflecting the consent of such owner and authenticated copies of legal title report reflecting the title of such owner, on the land proposed to be developed;

(e) the information relating to the encumbrances in respect of the land where the real estate project is proposed to be undertaken and the details regarding the proceedings which are sub-judice (if any) in respect of such land;

(f) (i) sanctioned plan where the project is being developed along with information relating to the FAR/TDR and other entitlements which are proposed to be utilized in accordance with the relevant Development Control Regulations for the time being in force, for carrying out such

sanctioned plan and the amenities and common facilities (including common areas, parking spaces) to be provided in accordance with the sanctioned plan;

(ii) the Proposed Plan, Proposed Layout Plan of the whole project and Floor Area Ratio proposed to be consumed in the whole project, as proposed by the promoter;

(iii) proposed Floor Area Ratio to be consumed and sanctioned Floor Area Ratio. In case the sanctioned Floor Area Ratio is different than what is proposed to be consumed by the promoter, then the proposed Floor Area Ratio shall be disclosed at the time of registration and as and when the additional Floor Area Ratio is sanctioned, the same shall be uploaded on the website of the Authority by the promoter from time to time;

(iv) proposed number of building(s) or wing(s) to be constructed and sanctioned number of the building(s) or wing(s). In case the sanctioned number of building(s) or wing(s) is different than what is proposed to be constructed by the promoter, then the proposed number of building(s) or wing(s) shall be disclosed at the time of registration and as and when the additional number of building(s) or wing(s) are sanctioned, the same shall be uploaded on the website of the Authority by the promoter from time to time;

(v) proposed number of floors in respect of each of the building or wing to be constructed and sanctioned number of floors in respect of each of the building or wing. In case the sanctioned number of floors is different than what is proposed to be constructed by the promoter, then the proposed number of floors shall be disclosed at the time of registration and as and when the additional number of floors are sanctioned, the same shall be uploaded on the website of the Authority by the promoter from time to time;

(vi) aggregate area in square meters of the recreation space;

(vii) the number of covered parking spaces;

(g) the particulars in respect of Architecture and Design Standards, type of Construction Technology, Earthquake Resistant Measures and the like to be adopted for Buildings and for Common Areas and of amenities/facilities in the Layout Plan of the real estate project;

(h) the nature of the organisation of allottees to be constituted and to which the title of such land parcels is to be conveyed and the specific local laws to govern such organisation of allottees on completion of real estate project;

(i) the interest/rights of third parties in the project like banks, Housing Finance Companies, Non Banking Finance Companies etc;

(j) the GST registration number under the Goa Goods and Services Tax Act, 2017 (Goa Act 4 of 2017);

(k) the nature of land as per the Goa Land Revenue Code, 1968 (Act 9 of 1969) and the rules framed thereunder; and the zone of land as per the Goa, Daman and Diu Town and Country Planning Act, 1974 (Act 21 of 1975) and the rules and notifications issued thereunder;

(l) the promoter shall also provide such other information and documents, as may be required by the Authority.

(3) The application for registration of a real estate project referred to in sub-section (1) of section 4 shall be made in Form 'I' hereto in writing by the promoter or his representative duly authorized by a letter of Authority or Board Resolution and shall be submitted in triplicate.

(4) As and when the web-based online system for submitting applications for registration of projects is operationalised by the Authority under sub-section (3) of section 4, the provisions of sub-rule (3) shall not apply.

(5) (a) At the time of application for registration, the promoter shall pay a

registration fee, calculated on the area of the land proposed to be developed at the rate of, rupees ten per square meter, subject to a minimum of rupees fifty thousand only and a maximum of rupees ten lakhs only.

(b) The fees for registration of real estate project shall be paid through NEFT or RTGS System or any other digital transaction mode.

(6) The declaration to be submitted under clause (l) of sub-section (2) of section 4 shall be in Form "II" hereto.

(7) The promoter may apply for withdrawal of application for registration of the real estate project before the expiry of the period of 30 days of its submission to Authority. In such cases, the registration fee to the extent of ten percent paid under sub-rule (5) above, or rupees fifty thousand, whichever is more, shall be retained as charges towards processing of application by the Authority and the remaining amount shall be refunded to the promoter within a period of thirty days from the date of such withdrawal.

(8) The promoter shall disclose,—

(a) land cost in the real estate project for the purposes of sub-clause (D) of clause (l) of sub-section (2) of section 4;

(b) cost of construction in real estate project for the purposes of sub-clause (D) of clause (l) of sub-section (2) of section 4;

(c) estimated cost of the real estate project.

4. *Disclosure by promoter of ongoing real estate project.*— (1) The promoter of an ongoing real estate project, for which completion certificate as provided by first proviso to sub-section (1) of section 3 has not been received shall submit application for registration of such project not later than three months from the date of commencement of these Rules.

*Explanation.*— The term “completion certificate” means such certificate, by whatever name called, which is issued by the competent authority under the provisions of the Goa Land Development and Building Construction Regulations, 2010, or any other law for the time being in force, after completion of real estate project.

(2) The Promoter shall disclose all details of ongoing real estate project, if any, as required under sub-section (1) and (2) of section 4 and rule 3 including the extent of development carried out till the date of application for registration, as per the last approved sanctioned plan of the project and the extent of development of common areas, amenities, etc. completed in respect of buildings along with expected period of completion of the ongoing real estate project. The promoter shall also disclose the original time period disclosed to the allottees, for completion of the project at the time of sale including the delay and the time period within which he undertakes to complete the pending project, which shall be commensurate with the extent of development already completed. The Promoter shall submit a certificate from the practicing project Architect certifying the percentage of completion of construction work of each of the building/wing of the project, a certificate from the Engineer for the estimated balance cost to complete the construction work of each of the building/wing of the project, and a certificate from a practicing Chartered Accountant, certifying the balance amount of receivables from the apartments/flats/ /premises sold or allotted and in respect of which agreement have been executed and estimated amount of receivables in respect of unsold apartments/flats/premises calculated at the prevailing ASR rate or as ascertained by a registered valuer on the date of issuance of such certificate.

(3) (a) The Promoter shall also disclose the number of the apartments sold or allotted to the allottees and further disclose the size of the apartment based on carpet area even if such apartments are sold earlier on any other

basis, such as super area, super built up area, etc.

(b) In case of plotted development, the promoter shall disclose the area of the plots sold to the allottees including extent of share of common areas and amenities, etc.

(4) The Promoter shall construct and develop real estate project in accordance with the sanctioned plan, and layout plans and specifications as approved by the Competent Authorities:

Provided that, the promoter developing a real estate project will be entitled to aggregate any contiguous land parcel through acquisition of ownership and title or by receiving development permission, including for re-development project and thereupon may also obtain phase-wise approvals from the relevant competent authorities to sanctioned plan under applicable laws, rules and regulations:

Provided also that, previous written consent of at least two-third of the allottees may not be necessary for implementation of the proposed plans/specifications as disclosed in agreement executed with the allottee prior to registration or for any alterations or additions or modifications in the sanctioned plans, layout plans and specifications of the buildings or common areas in the Real Estate Project which are required to be made by promoter in compliance of any direction or order, etc. issued by, the competent authority or statutory authority, under any law of the State of Goa or Central law for the time being in force.

5. *Withdrawal of amounts deposited in separate account.*— (1) With regard to the withdrawal of amount deposited under sub-clause (D) of clause (1) of sub-section (2) of section 4, the following provisions shall apply, namely:—

(a) for new project to be registered under the Act,—

(i) the promoter shall observe the provisions of sub-clause (D) of clause (I) of sub-section (2) of section 4;

(ii) for the purpose of amount to be withdrawn from time to time by the promoter from the separate account in which amount is deposited by promoter in respect of each real estate project to cover the cost of construction and land cost, the Promoter shall submit a self declaration to the scheduled bank operating such separate account that he had obtained the following three certificates:—

First, from the project Architect certifying the percentage of completion of construction work of each of the building/wing of the project;

Second, a certificate from the Engineer/Structural Engineer for the actual cost incurred on the construction work of each of the building/wing of the project; and

Third, a certificate from a practicing Chartered Accountant, for the cost incurred on construction and on the land. The practicing Chartered Accountant shall also certify the proportion of the cost incurred on construction and land cost to the total estimated cost of the project. The total estimated cost of the project multiplied by such proportion shall determine the maximum amount which can be withdrawn by the promoter from the separate account.

(iii) The promoter shall follow the aforesaid procedure at the time of every withdrawal from such separate account till completion certificate in respect of the project is obtained. On receipt of completion Certificate in respect of the project the entire balance amount lying in the separate account can be withdrawn by the promoter.

(b) For ongoing real estate project within the meaning of the first proviso to sub-section (1) of section 3 of the Act, in which all buildings or wings as per sanctioned plan have not received the completion

certificate; seventy percent of the amount to be realized from the allottees shall be deposited in such separate account, in accordance with the provisions of sub-clause (D) of clause (I) of sub-section (2) of section 4 of the Act:

Provided that, in the event where the estimated receivables of the ongoing project is less than the estimated cost of completion of the project, then 100% of the amount to be realized from the allottees shall be deposited in such separate account.

*Explanation I.*— In ascertaining the cost of completion of the project, the land cost shall include,—

(a) the costs incurred by the Promoter for acquisition of ownership and title of the land parcels proposed for the real estate project, including its lease charges, which shall also include overhead cost, marketing cost, legal cost and supervision cost;

(b) premium payable to obtain development or redevelopment rights;

(c) amount paid for acquisition of TDR;

(d) premium for grant of FAR, including additional FAR (if any), fungible FAR; and any other instruments permissible under the Goa Land Development and Building Construction Regulations, 2010;

(e) consideration payable to the outgoing developer to relinquish the ownership and title rights over such land parcels;

(f) amounts payable to Government of Goa or Competent Authority or any other Statutory Authority of the Government of Goa or Central Government, towards Stamp Duty, transfer charges, registration fees, etc.; and

(g) ASR linked premiums payable by any Promoter as per requirement of any Law, rules or regulations for obtaining right for

redevelopment of lands owned by Public Authorities.

*Explanation II.*— Where the promoter, due to inheritance, gift or otherwise, is not required to incur any cost towards acquisition of ownership and title of the land parcels proposed for the real estate project, the cost of land shall be reckoned on basis of the value of the land as ascertained from the ASR prepared under the provisions of the relevant Act, applicable on the date of registration of the real estate project or as ascertained by a Registered Valuer.

*Explanation III.*— The cost of construction for the purpose of sub-clause (D) of clause (I) of sub-section (2) of section 4, shall include all such costs, incurred by the Promoter, towards the on-site and off-site expenditure for the development of the Real Estate project including payment of taxes, fees, charges, premiums, interest etc. to any Competent Authority or Statutory Authority of the Central Government or Government of Goa under any laws or rules or regulations for the time being in force including principal sum and interest paid or payable to any financial institutions including scheduled banks or non-banking financial companies, etc. or money-lenders/financiers for the Real Estate Project.

*Explanation IV.*— In case of rehabilitation scheme undertaken under any specific local law of State of Goa or Central Government or rules or regulations made thereunder which requires onsite expenditures to be made before registration of real estate project, such as, expenditure towards clearance of land of encumbrances for temporary transit accommodation, construction of rehabilitation buildings and any other overhead costs besides payment of ASR linked premium, fees and charges, security deposits, etc. to any competent authority or statutory authority is so certified by an engineer or architect and a Chartered Accountant in practice, then such incurred expenditure may be included in cost of land by the Promoter.

6. *Grant or rejection of registration of the project*— (1) Upon granting registration to any real estate project under sub-clause (a) of clause (1) of section 5, the Authority shall issue to the Promoter a Registration Certificate with a project registration number in Form “III” hereto. The period for which registration shall be valid shall exclude such period where actual work could not be carried by the promoter as per sanctioned plan due to specific stay or injunction orders relating to the real estate project from any Court of law, or Tribunal, competent authority, statutory authority, high power committee, etc., or due to such mitigating circumstances as may be decided by the Authority:

Provided that, while deciding on such mitigating circumstances, the Authority shall give reasonable opportunity of being heard to the allottees and such other person, who in the opinion of the Authority, have interest in the project.

(2) Upon the rejection of an application under sub-clause (b) of clause (1) of section 5, the Authority shall inform the applicant in Form “IV” hereto as also to the concerned competent authority or statutory authorities.

7. *Extension of registration of the Real estate project*.— (1) An application for extension of the real estate project shall be made to the Authority, in Form “V” hereto along with an explanatory note setting out the grounds and reasons for delay in the completion of the real estate project and the need for extension, along with documents supporting such grounds and reasons:

Provided that, where extension of registration is due to force majeure the Authority may at its discretion waive the fee for such extension granted to any real estate project.

(2) The grant of extension of registration to a real estate project, shall be in Form “VI” hereto. The Authority shall supply a copy thereto to the Promoter and in case of rejection

of the application for extension of registration, the authority shall, after giving to the applicant an opportunity of being heard as provided in the second proviso to section 6, inform the promoter about the same, in Form "IV" hereto. The intimation thereof shall also be given to the respective competent authority and statutory authorities.

(3) The application for extension of Real Estate Project shall be accompanied with fee calculated on the area of land proposed to be developed at the rate of rupees ten per square meter, subject to a minimum of rupees fifty thousand only and a maximum of rupees ten lakhs only.

*8. Revocation of Registration of the project.*— (1) Upon revocation of registration of a project under section 7, the Authority shall inform the promoter and the concerned competent authority about such revocation in Form "IV" hereto.

(2) The registration granted to the promoter under section 5 shall not be revoked unless the Authority has given notice to the concerned competent authority which has granted approval to the real estate project and association of allottees (if any). In case the association of allottees is not formed, the Authority may in its discretion, also give notice to the allottees, to submit their say in that behalf. The Authority while facilitating the remaining development works to be carried out in accordance with the provisions of section 8 shall also take such measures as may be required to protect the interest/rights of other parties who through mortgage or other investments are interested in the real estate project, which are disclosed by the promoter on the Website of the Authority:

Provided further that, the Authority shall also give adequate opportunity of being heard to any party which through defined instrument of debt or equity have created third party interest in the real estate projects.

*Explanation.*— For the purposes of sub-rule (2), the party/parties shall include Scheduled

Banks, Housing Finance Companies, Insurance Companies, Non-Banking Finance Companies operating as Asset Finance Companies, Investment Companies, Loan Companies, Investment Finance Companies, Infrastructure Debt Funds, Micro-finance Institutions, Foreign Direct Investors, Private Equity Funds and the Real Estate Investment Trust.

*9. Formation of legal entity and transfer of title.*— The promoter shall enable the formation of an association or society or cooperative society as the case may be, of the allottees, or a federation of the same, under clause (e) of sub-section (4) of section 11 of the Act,—

(i) Where such legal entity of allottees is to be constituted for a single building not being part of a Layout; or in case of layout of more than one building or a wing of one building in the layout, the Promoter shall submit the application in that behalf to the Registrar for registration of the Co-operative Housing Society under the Goa Co-operative Societies Act, 2001 (Goa Act 36 of 2001) or to the registering authority specified under the statute under which such legal entity is proposed to be registered, within three months from the date on which at least fifty one percent of the total number of allottees in such a building or a wing have booked their apartment.

(ii) Where a Promoter is required to form an Apex Body either as a federation of separate and independent Co-operative Housing Society or Company or any other Legal Entity or as a Holding Company of separate and independent Co-operative Housing Society or company or any other Legal Entity, then the Promoter shall submit an application to the concerned Registrar for registration of the co-operative society or the company to form and register an Apex Body in the form of Federation or Holding entity consisting of all such entities in the Layout formed as per clause (i) above. Such application shall be made within a

period of three months from the date of the receipt of the occupancy certificate of the last of the building which was to be constructed in the Layout.

(iii) The allottees of the project shall comply with the requirements specified in the Goa Co-operative Societies Act, 2001 (Goa Act 36 of 2001) or such other statute to enable the promoter to complete and submit the application for registration of the legal entity.

(iv) If the promoter fails to enable the formation of the legal entity such as Co-operative Society or Company or Association or Federation, as the case may be, the Authority shall, by an order, direct the Promoter to apply for formation of such legal entity or may authorize the allottees to apply for formation of such legal entity independently.

10. *Agreement for Sale.*— (1) For the purpose of sub-section (2) of section 13, the agreement for sale shall be in conformity with the law in force, and shall be in accordance with the form of agreement at Annexure 'A' hereto. Nothing in this sub-rule shall be deemed to prevent the promoter to modify the model form of Agreement for sale at Annexure 'A' provided that such modification is in conformity with the provisions of sub-section (2) of section 13 of the Act and the rules and regulations made thereunder.

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

### CHAPTER III

#### Real estate agent

11. *Application for Registration by the real estate agent.*— (1) Every real estate agent

required to be registered as per sub-section (1) of section 9 shall make an application in Form 'VII' hereto to the Authority.

(2) The application under sub-rule (1) shall be accompanied with the following documents, namely:—

(a) brief details of enterprise including its name, registered address of place of business, type of enterprise (proprietorship firm, society, partnership, company etc.); Registration number, PAN, Aadhar Card No, DIN, as the case may be, under which returns are required to be filed with statutory authority;

(b) particulars of registration obtained under other laws, and rules and regulations, as the case may be, along with the authenticated copy of partnership deed, memorandum of association, articles of association, etc.;

(c) two recent coloured passport size photographs of the real estate agent, in case he is an individual and of all the partners, directors, members, trustees, etc. including the persons in service and who have been assigned the work of real estate agent, in case such real estate agent is a legal entity;

(d) authenticated copy of the proof of address of the principal place of business, number of branch offices, if any, along with contact details including telephone numbers, fax numbers and email address;

(e) details (if any) of all real estate projects and their promoters on whose behalf he has acted as real estate agent in preceding five years;

(f) details of all civil or criminal cases pending against him if is an individual or any of the partners, directors, members, trustees etc. in case of other entities;

(g) authenticated copies of all letter heads; rubber stamp images, acknow-

ledgement receipts proposed to be used by the real estate agent;

(h) such other information and documents, as may be specified by the Authority.

(3) (a) A fee of rupees ten thousand, in case applicant is an individual; and

(b) a fee of rupees one lakh, in other cases shall be paid through NEFT or RTGS System or any other digital transaction mode.

(4) The real estate agent upon being engaged by the promoter for a real estate project he shall maintain and preserve books of accounts, records and documents separately for each such real estate project.

12. *Grant of registration to the real estate agent or rejection of registration.*— (1) The Authority, may, within 30 days of receipt of application and after satisfying itself of the fulfilment of all conditions, issue a registration certificate with a registration number in Form 'VIII' hereto to the real estate agent.

(2) In case of rejection of the application, the Authority shall, after recording the reasons in writing inform the applicant in Form 'IX' hereto:

Provided that, no application for registration of a real estate agent shall be rejected unless the applicant has been given an opportunity of being heard in the matter by the Authority.

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

13. *Renewal of Registration of real estate agent.*— (1) A real estate agent to whom registration has been granted under section 9 shall make an application in Form 'X' hereto for renewal of his registration at least sixty days prior to the expiry of the registration. The application shall be accompanied with the same fees as referred in sub-rule (3) of rule 11.

(2) The real estate agent shall also submit all the updated documents set out in clauses (a) to (g) of sub-rule (2) of rule 11 at the time of application for renewal. In case of renewal of registration, the authority shall inform the real estate agent about the same in Form 'XI' hereto and in case of rejection of the application for renewal of registration the authority shall inform the real estate agent in Form 'IX' hereto:

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

(3) The renewal of registration of the real estate agent shall be granted provided that the real estate agent continues to comply with the provisions of the Act and the rules and regulations made thereunder.

(4) The renewal of registration granted to a real estate agent under this rule shall be valid for a period of five years from the date of its renewal.

14. *Obligations of registered real estate agent.*— (1) Every registered real estate agent shall prominently display number of his Registration Certificate at his principal place of business and at its branch offices.

(2) Every registered real estate agent shall quote his number of registration on all the documents relating to advertisement, marketing, selling or purchase issued by the real estate agent along with the number of registration certificate of the real estate project.

15. *Revocation of Registration of real estate agent.*— (1) Where any real estate agent who has been granted registration certificate commits breach of any terms and conditions specified therein or the provisions of the Act or rules and regulations made thereunder, or where the Authority is satisfied that such registration has been secured by the real estate agent through misrepresentation or

fraud, the Authority may, without prejudice to any other action under the law, either *suo-motu* or on an application or complaint from the promoter or allottee, revoke the registration or suspend the same for such period as the Authority thinks fit and inform all the promoters:

Provided that, no such revocation or suspension of registration shall be made by the Authority unless an opportunity of being heard has been given to the real estate agent.

(2) Where the Authority revokes the registration it shall intimate about the same to the concerned real estate agent in Form 'IX' hereto:

Provided that, on the revocation of the registration by the Authority of any real estate agent; no fresh application for grant of registration shall be made before expiry of six months from the date of such revocation.

16. *Maintenance and preservation and production of books of accounts, records and documents.*— Every registered real estate agent shall maintain and preserve such books of accounts, records and documents as he may be required in accordance with the provisions of the Income Tax Act, 1961 (Central Act 43 of 1961) or the Companies Act, 2013 (Central Act 18 of 2013) or under any other law applicable for the time being in force or rules and regulations framed thereunder and will be required to produce them for inspection if so needed for grant or renewal of the registration.

17. *Other functions of a real estate agent.*—

(1) The real estate agent shall provide assistance to enable the allottee and promoter of each real estate project, to exercise their respective rights and fulfil their respective obligations at the time of marketing and selling, purchase and sale of any plot, apartment or building, as the case may be.

(2) The real estate agent shall not involve himself in any unfair trade practices, namely:—

(i) making any statement, whether orally or in writing or by visible representation which—

(a) falsely or knowingly represents that services or amenities are of a particular standard or grade;

(b) represents that the Promoter or himself has approval or affiliation which such promoter or himself does not have;

(c) makes a false or misleading representation concerning the services which the promoter does not have;

(ii) permitting the publication of any advertisement whether in any newspaper or other media, of services that are not intended to be offered by the promoter.

(3) The real estate agent shall,—

(i) facilitate the possession of all the information and documents, as the allottee, is entitled to, at the time of booking of any plot, apartment or building as the case may be.

(ii) discharge such other functions as specified by the Authority.

#### CHAPTER IV

##### Rate of Interest payable by Promoter and Allottee and Timelines for Refund

18. *Rate of interest payable by the promoter and the allottee.*— The rate of interest payable by the promoter and the allottee shall be the State Bank of India highest Marginal Cost of Lending Rate plus two percent:

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

19. *Timelines for refund.*— The refund of any amount which is payable by the promoter to

allottee along with the applicable interest and compensation, if any, under the Act or the Rules and Regulations, shall be made by the Promoter to the allottee within thirty days from the date on which such refund along with applicable interest and compensation, becomes due and payable to the allottee:

Provided that, every instance thereof shall be reported by the concerned promoter within thirty days to the Authority.

## CHAPTER V

Details to be published on the Website of Authority

20. *Details to be published on the website regarding real estate projects.*— (1) For the purpose of clause (b) of section 34, the Authority shall ensure that all the disclosures made by the promoters to the Authority with regard to the Real Estate project for which registration has been given, are made available on its website.

21. *Details to be published on the website regarding real estate agents.*— For the purpose of clause (d) of section 34, the Authority shall ensure that the following information shall be made available on its website in respect of each real estate agent registered with it or whose application for registration has been rejected or revoked:—

(a) For real estate agents registered with the Authority:—

(i) registration number and the period of validity of the registration of the real estate agent with the Authority;

(ii) brief details of his enterprise including its name, registered address, type of enterprise (proprietorship, society, partnership, company, etc.);

(iii) particulars of registration including the bye-laws, memorandum of association, articles of association, etc., as the case may be;

(iv) photograph of the real estate agent if he is an individual and the photographs of the partners, directors, etc. in case of other persons;

(v) authenticated copy of the address proof of the place of business and the contact address, contact numbers and email-ids of the real estate agent and other officials responsible.

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

(i) registration number and the period of validity of the registration of the real estate agent with the Authority;

(ii) brief details of his enterprise including its name, registered address, type of enterprise (proprietorship, society, partnership, company, etc.);

(iii) photograph of the real estate agent if it is an individual and the photographs of the partners, directors, etc. in case of other persons.

(c) such other information or documents as the Authority may, from time to time, require the promoter to submit.

22. *Obligation of the Authority to ensure cyber security of its website.*— The Authority shall ensure adequate measure to ensure cyber security of its Website a back-up, in digital form, of the contents of its Website in terms of this rule, and ensure that such back-up is updated on the last day of every month. The Authority shall maintain and update its Website and observe provisions of the Information Technology Act, 2000 (Central Act 21 of 2000) and the Right to Information Act, 2005 (Central Act 22 of 2005).

FORM 'T'

[See rule 3(3)]

APPLICATION FOR REGISTRATION OF PROJECT

To,

The Goa Real Estate Regulatory Authority

Sir,

I/We hereby apply for the grant of registration of my/our project to be set up at \_\_\_\_\_ Taluka/City situated in State of Goa.

1. The requisite particulars are as under:—

- (i) Status of the applicant, whether individual/company/proprietorship firm/societies/partnership firm;
- (ii) In case of individual –
  - (a) Name
  - (b) Father's Name
  - (c) Occupancy
  - (d) Permanent address
  - (e) Photograph
  - (f) Contact Details (Phone number, mobile number, E-mail, Fax number etc.)

OR

In case of firm/societies/trust/companies/limited liability partnership/competent authority

- (a) Name
- (b) Address
- (c) Copy of registration certificate
- (d) Main objects
- (e) Name, photograph and address of chairman of the governing body/partners/directors etc.
- (f) Contact Details (Phone number, mobile number, E-mail, Fax number etc.)

(iii) PAN No. ....;

(iv) Name and address of the bank or banker with which account in terms of section 4 (2)(I)(D) of the Act will be maintained .....

(v) Details of project land held by the applicant .....

(vi) brief details of the projects launched by the promoter in the last five years, whether already completed or being developed, as the case may be, including the current status of the said projects, any delays in completion, details of cases pending, details of type of land and payments pending etc.

.....

(vii) Agency to take up external development works ..... (PWD/Electricity Dept/Local Authority /Self Development);

(viii) Registration fee for an amount of Rs. ..../- calculated as per sub-rule (5) of rule 3;

(ix) Any other information the applicant may like to furnish.

2. I/we enclose the following documents in triplicate, namely:-

(i) authenticated copy of the PAN card of the promoter and a letter of authority or Board Resolution, in case the promoter not being an individual;

(ii) estimated cost of real estate project as defined in section 2 (v) of the Act;

(iii) copy of the legal title report reflecting the flow of title of the promoter to the land on which development is proposed to be developed with authentication of such title, if such land is owned by another person;

(iv) the details of encumbrances on the land on which development is proposed including any rights, title, interest, dues, litigation, details relating to mortgage/charge created for the project land for the facility taken by the applicant or any third party and name of any party in or over such land or nil encumbrance certificate from Registration Department or an advocate having experience of ten years or from revenue authority not below the rank of Mamlatdar;

(v) where the promoter is not the owner of the land on which development is proposed, copy of the collaboration agreement, development agreement, joint development agreement or any other agreement, as the case may be, entered into between the promoter and such owner, reflecting the consent of the owner of the land and authenticated copies of title report reflecting the title of such owner, on the land proposed to be developed;

(vi) an authenticated copy of the approvals and/or commencement certificate from the competent authority or Construction Licence from the Local Authorities 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 or Construction Licence from the Local Authorities for each of such phases;

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

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

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

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

(xi) Proposed Floor Area Ratio Space Index to be consumed and sanctioned Floor Space Index. In case the sanctioned Floor Area Ratio is different than what is proposed to be consumed by the promoter from time to time, then the proposed Floor Area Ratio Space Index shall be disclosed at the time of registration and as and when the Floor Area Ratio Space Index is sanctioned, the same shall be uploaded on the website of the Authority by the Promoter from time to time.

(xii) Proposed Number of building(s) or wing(s) to be constructed and sanctioned number of the building(s) or wing(s). In case the sanctioned Number of building(s) or wing(s) is different than what is proposed to be constructed by the promoter, then the proposed Number building(s) or wig(s) shall be disclosed at the time of registration and as and when the Additional Number of building(s) or wing(s) are sanctioned, the same shall be uploaded on the website of the Authority by the Promoter from time to time.

(xiii) Proposed Number of Floors in respect of each of the building or wing to be constructed and sanctioned Number of Floors in respect of each of the building or wing. In case the sanctioned Number of

Floors is different than what is proposed to be constructed by the promoter, then the proposed Number of Floors shall be disclosed at the time of registration and as and when the Additional Number of Floors are sanctioned, the same shall be uploaded on the website of the Authority by the Promoter from time to time.

(xiv) Aggregate area in square meters of the recreation open space .

(xv) the plan of proposed development works to be executed in the proposed project and the proposed facilities to be provided thereof including fire fighting facilities, drinking water facilities, emergency evacuation services, use of renewable energy, the particulars in respect of Architecture and Design Standards, Type of Construction Technology, Earthquake Resistant Measures and the like, to be adopted for Buildings and for Common Areas and of amenities/facilities in the Layout Plan of the real estate project;

(xvi) proforma of the allotment letter and agreement for sale, to be signed with the allottees and the conveyance deed proposed to be signed with the nature of organisation of allottees to be constituted namely societies/federation/common organization of allottees/federation of common organization;

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

(xviii) the number and areas of covered parking for sale in the proposed project to be provided at basements, stilts podium or independent structure or parking provided by mechanised parking arrangement;

(xix) the number of covered or open parking areas in the real estate project;

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

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

(xxii) a declaration in Form 'B'.

(xxiii) For ongoing project the Promoter shall submit a certificate from the project Architect certifying the percentage of completion of construction work of each of the building/wing of the project, a certificate from the Engineer for the estimated balance cost to complete the construction work of each of the building/ /wing of the project, and a certificate from a practicing Chartered Accountant, for the estimated balance cost to complete the project. The promoter shall submit a certificate from a practicing Chartered Accountant, certifying the balance amount of receivables from the apartments/flats/premises sold or allotted and in respect of which agreement have been executed and estimated amount of receivables in respect of unsold apartments/flats/premises calculated at the prevailing ASR rate or the rate certified by the Registered Valuer, on the date of certificate.

(xxiv) The Promoter shall disclose all details of ongoing real estate project including the extent of development carried out till date as per the last approved sanctioned plan of the project and the extent of development of common areas, Amenities etc. completed in respect of Buildings along with expected period of completion of the on-going real estate project. The promoter shall also disclose the original time period disclosed to the allottees, for completion of the project at the time of sale including the delay and the time period within which he undertakes to complete the pending project, which shall be commensurate with the extent of development already completed.

(xxv) For ongoing projects, the Promoter shall disclose the number of the apartments sold or allotted to the allottees and further disclose the size of the apartment based on carpet area even if earlier sold on any other basis such as super area, super built up area etc. which shall not affect the validity of the agreement entered into between the promoter and the allottee to that extent.

(xxvi) In case the promoter has created third party interests in respect of the real estate project, the names and addresses of such persons in whose favour such interests have been created.

3. I/We solemnly affirm and declare that the particulars given in herein are correct to my/our knowledge and belief.

Dated:

Place:

Yours faithfully,  
Signature and seal (if any) of the applicant(s)

FORM 'II'

[See rule 3(6)]

FORM OF DECLARATION, SUPPORTED BY AN AFFIDAVIT, WHICH SHALL BE SIGNED BY THE PROMOTER OR ANY PERSON AUTHORIZED BY THE PROMOTER

(To be submitted in stamp paper of value not less than Rs. 500/-)

#### **Affidavit cum Declaration**

Affidavit cum Declaration of Mr./Ms. .... promoter of the project named ..... /duly authorized by the promoter of the proposed project, vide its/his/their authorization No. .... dated .....; I, Sh. .... son/daughter of ..... aged ..... Indian national, promoter of the proposed project/duly authorized by the promoter of the proposed project do hereby solemnly declare, undertake and state as under:

(1) That I/promoter have/has a legal title Report to the land on which the development of the project is proposed

OR

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

AND

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

(2) That the project land is free from all encumbrances.

OR

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

(3) That the time period within which the project shall be completed by me/promoter from the date of registration of project; is .... /.... /.... ;

(4) (a) For new projects: That seventy per cent of the amounts realised by me/promoter for the real estate project from the allottees, from time to time, shall be deposited in a separate account to be maintained in a scheduled bank to cover the cost of construction and the land cost and shall be used only for that purpose.

(b) For ongoing project on the date of commencement of the Rules—

(i) That seventy per cent of the amounts to be realised hereinafter by me/promoter for the real estate project from the allottees, from time to time, shall be deposited in a separate account to be maintained in a scheduled bank to cover the cost of construction and the land cost and shall be used only for that purpose.

OR

(ii) That entire amounts to be realised hereinafter by me/promoter for the real estate project from the allottees, from time to time, shall be deposited in a separate account to be maintained in a scheduled bank to cover the cost of construction and the land cost and shall be used only for that purpose, since the estimated receivable of the project is less than the estimated cost of completion of the project.

(5) That the amounts from the separate account shall be withdrawn in accordance with section 4 (2) (I) (D) read with rule 5 of the Goa Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on Website) Rules, 2017.

(6) That I/the promoter shall get the accounts audited within six months after the end of every financial year by a practicing Chartered Accountant, and shall produce a statement of accounts duly certified and signed by such practicing Chartered Accountant, and it shall be verified during the audit that the amounts collected for a particular project have been utilised for the project and the withdrawal has been in compliance with the proportion to the percentage of completion of the project.

(7) That I/the promoter shall take all the pending approvals on time, from the competent authorities.

(8) That I/the promoter shall inform the Authority regarding all the changes that have occurred in the information furnished under sub-section (2) of section 4 of the Act and under rule 3 of the said Rules, within seven days of the said changes occurring.

(9) That I/the promoter have/has furnished such other documents as have been prescribed by the rules and regulations made under the Act.

(10) That I/the promoter shall not discriminate against any allottee at the time of allotment of any apartment, plot or building, as the case may be.

Solemnly affirmed on ..... day of ..... 20 ..... at .....

Deponent

Verification

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

Verified by me at ..... on this ..... day of ..... 20 .....

Deponent

FORM 'III'

[See rule 6(1)]

#### REGISTRATION CERTIFICATE OF PROJECT

This registration is granted under section 5 of the Act to the following project under project registration number:

(Specify Details of Project including the project address);

(1) (in the case of an individual) Mr./Ms. son of Mr./Ms. Taluk/District/City situated in State of Goa;

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

(2) This registration is granted subject to the following conditions, namely:

(i) The promoter shall enter into an agreement for sale with the allottees;

(ii) The promoter shall execute and register a conveyance deed in favour of the allottee or the association of the allottees, as the case may be, of the apartment or the common areas as per rule 9 of the Goa Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on Website) Rules, 2017;

(iii) The promoter shall deposit seventy percent of the amounts realised by the promoter in a separate account to be maintained in a schedule bank to cover the cost of construction and the land cost to be used only for that purpose as per sub-clause (D) of clause (I) of sub-section (2) of section 4 read with rule 5 of said Rules, 2017;

OR

That entire amount to be realised hereinafter by me/promoter for the real estate project from the allottees, from time to time, shall be deposited in a separate account to be maintained in a scheduled bank to cover the cost of construction and the land cost and shall be used only for that purpose, since the estimated receivable of the project is less than the estimated cost of completion of the project.

(iv) The Registration shall be valid for a period commencing from date of registration and ending with .../.../... unless extended by the Goa Real Estate Regulatory Authority in accordance with section 6 of the Act read with rule 7 of said Rules, 2017;

(v) The promoter shall comply with the provisions of the Act and the rules and regulations made thereunder;

(vi) That the promoter shall take all the pending approvals from the competent authorities

(3) If the above mentioned conditions are not fulfilled by the promoter, the Authority may take necessary action against the promoter including revoking the registration granted herein, as per the provisions of the Act and the rules and regulations made there under.

Dated:

Place:

Signature and seal of the Authorized Officer

Goa Real Estate Regulatory Authority

FORM 'IV'

[See rule 6(2), rule 7(2), rule 8(1)]

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

From:

The Goa Real Estate Regulatory Authority,

To

Application/Registration No.: .....

Dated: .....

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

OR

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

OR

You are hereby informed that the registration granted to your project is hereby revoked for the reasons set out below:—

(state the reasons here)

Place:

Dated:

Signature and seal of the Authorized Officer  
Goa Real Estate Regulatory Authority

FORM 'V'

[See rule 7(1)]

APPLICATION FOR EXTENSION OF REGISTRATION OF PROJECT

From:

\_\_\_\_\_  
\_\_\_\_\_

To

The Goa Real Estate Regulatory Authority,

\_\_\_\_\_  
\_\_\_\_\_

Sir,

I/We hereby apply for extension of registration of the following project: .....  
registered with the regulatory authority vide project registration certificate bearing No. ....  
which expires on .....

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

(i) Rupees ..... as fees for extension as provided under sub-rule (3) of rule 7;

(ii) Authenticated copy of proposed Plan of the project showing the stage of development works undertaken till date;

(iii) Explanatory note regarding the state of development works in the project and reason for not completing the development works in the project within the period declared in the declaration submitted in Form 'II' at the time of making application for the registration of the project:

(state the reasons here);

(iv) Authenticated copy of the permission/approval from the competent authority which is valid for a period which is longer than the proposed term of extension of the registration sought from the regulatory authority; (i) The original project registration certificate; and (ii) Any other information as may be specified by regulations.

Place:

Dated:

Yours faithfully,  
Signature and seal (if any) of the applicant(s)

FORM 'VI'  
[See rule 7(2)]

CERTIFICATE FOR EXTENSION OF REGISTRATION OF PROJECT

This extension of registration is granted under section 6 of the Act, to the following project:  
..... registered with the regulatory authority vide project registration certificate bearing No. .... of

1. (in the case of an individual) Mr./Ms. son of Mr./Ms. .... Taluk ..... District ..... /City situated in State of Goa; OR (in the case of a firm/society/company/competent authority) firm/society/company/competent authority having its registered office/principal place of business at.

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

(i) The promoter shall execute and register a conveyance deed in favour of the allottee or the association of the allottees, as the case may be, of the apartment or the common areas as per section 17 of the Act.

(ii) The promoter shall deposit seventy percent of the amounts realised by the promoter in a separate account to be maintained in a schedule bank to cover the cost of construction and the land cost to be used only for that purpose as per sub-clause (D) of clause (I) of sub-section (2) of section 4

OR

(ii) That entire of the amounts to be realised hereinafter by me/promoter for the real estate project from the allottees, from time to time, shall be deposited in a separate account to be maintained in a scheduled bank to cover the cost of construction and the land cost and shall be used only for that purpose, since the estimated receivable of the project is less than the estimated cost of completion of the project.

(iii) The registration shall be valid for a period of ..... months/year commencing from ..... and ending with ..... unless extended by the Goa Real Estate Regulatory Authority in accordance with section 6 read with rule 7 of the Act;

(iv) The promoter shall comply with the provisions of the Act and the rules and regulations made there under;

(v) That the promoter shall take all the pending approvals from the competent authorities

(vi) If the above mentioned conditions are not fulfilled by the promoter, the regulatory authority may take necessary action against the promoter including revoking the registration granted herein, as per the Act provisions of the Act and the rules and regulations made there under.

Dated:  
Place:

Signature and seal of the Authorized Officer  
Goa Real Estate Regulatory Authority

FORM 'VII'  
[See rule 11(1)]

APPLICATION FOR REGISTRATION OF REAL ESTATE AGENT

To  
The Goa Real Estate Regulatory Authority

\_\_\_\_\_  
\_\_\_\_\_

Sir,

I/We apply for the grant of registration as a real estate agent to facilitate the sale or purchase of any plot, apartment or building, as the case may be, in real estate projects registered in the ..... State of Goa in terms and the rules and regulations made there under,

(1) (in the case of an individual) Mr./Ms. .... son of Mr./  
/Ms. .... Taluka ..... District ..... State .....

OR

(in the case of a firm/society/company)..... firm/society/company ..... having its  
registered office/principal place of business at .....

(2) The requisite particulars are as under:

(i) Status of the applicant, whether individual/company/proprietorship firm/societies/partnership firm/  
/limited liability partnership;

(ii) In case of individual—

(a) Name:

(b) Father's Name:

(c) Occupancy:

(d) Permanent address:

(e) Photograph:

OR

In case of firm/societies/companies

(a) Name:

(b) Address:

(c) Copy of registration certificate:

(d) Major activities:

(e) Name, photograph and address of partners/directors etc.

(iii) particulars of registration including the bye-laws, memorandum of association, articles of  
association etc. as the case may be;

(iv) authenticated copy of the address proof of the place of business, number of branch offices if any  
along with contact details including Telephone Numbers, Fax numbers and e-mail address;

(v) Details of registration in any other State or Union territory;

(vi) particulars of registration obtained under other laws, and rules and regulations, as the case may  
be, along with the authenticated copies of partnership deeds, memorandum of association, article of  
association etc.

(vii) colour photographs of the real estate agent, if an individual and of all the partners, directors,  
trustees, etc. including persons in service or assigned work expected on the real estate agent, in case of  
other entities;

(viii) income tax returns for last three financial years preceding the application or in case the applicant  
was exempted from filing returns in any of the three year preceding the application, a declaration to such  
effect;

(ix) details (if any) of all real estate projects and their promoters on whose behalf he has acted as real  
estate agent in preceding 5 years;

(x) details of civil and criminal cases pending against him if an individual or any of the partners,  
directors, members, trustees, etc. in case of other entities;

(xi) self-certified copies of all letter heads, rubber stamp images, acknowledgement receipts proposed to be used by the real estate agent;

(xii) such other information as may be specified by regulations of the Authority;

(xiii) whether the registration of the applicant has, at any time been revoked or suspended by the Authority? If so, the details thereof. In case the applicant was a director or manager of a body corporate, state whether the registration of such body corporate has been revoked or suspended at any time.

(xiv) any other information the applicant may like to furnish.

(3) I/we enclose the following documents along with, namely:—

(i) Rs. .... as registration fee;

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

(iii) authenticated copy of the registration as a real estate agent in any other State or Union territory, if applicable;

(4) I/we solemnly affirm and declare that the particulars given herein are correct to my/our knowledge and belief.

Dated:

Place:

Yours faithfully,

Signature and seal (if any) of the applicant(s)

FORM 'VIII'

[See rule 12(1)]

REGISTRATION CERTIFICATE OF REAL ESTATE AGENT

(1) This registration certificate is granted under section 9 with registration No. .... to (in the case of an individual) Mr./Ms. .... son of Mr./Ms. .... Taluka ..... District ..... State .....

OR

(in the case of a firm/society/company) ..... firm/society/company ..... having its registered office/principal place of business at ..... to act as a real estate agent to facilitate the sale or purchase of any plot, apartment or building, as the case may be, in real estate projects registered in the ..... State of Goa in terms of the Act and the rules and regulations made thereunder,

(2) This registration is granted subject to the following conditions, namely:—

(i) The real estate agent shall not facilitate the sale or purchase of any plot, apartment or building, as the case may be, in a real estate project or part of it, being sold by the promoter which is required but not registered with the regulatory authority;

(ii) The real estate agent shall maintain and preserve such books of account, records and documents as provided under rule 16 of the Goa Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on website) Rules, 2017;

(iii) The real estate agent shall not involve himself in any unfair trade practices as specified under clause (c) of section 10 read with Rule 17(2) of the said Rules;

(iv) The real estate agent shall provide assistance to enable the allottee and promoter to exercise their respective rights and fulfill their respective obligations at the time of booking and sale of any plot, apartment or building, as the case may be.

(v) The real estate agent shall comply with the provisions of the Act and and the rules framed there under;

(vi) The real estate agent shall discharge such other functions as may be specified by the regulatory authority by regulations;

(3) The registration is valid for a period of five years commencing from ..... and ending with ..... unless renewed by the said Authority in accordance with the provisions of the Act and the rules framed thereunder.

(4) If the above mentioned conditions are not fulfilled by the real estate agent, the said Authority may take necessary action against the real estate agent including revoking the registration granted herein, as per the Act and the rules and regulations made there under.

Dated:

Place:

Signature and seal of the Authorized Officer  
Goa Real Estate Regulatory Authority

FORM 'IX'

[See rule 12(2), 13(2), 15(2)]

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

From:

The Goa Real Estate Regulatory Authority,  
.....  
.....

To

.....  
.....

Application/Registration No.: .....

Dated: .....

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

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

You are hereby informed that the registration granted to you as real estate agent is hereby revoked for the reasons set out (strike out which is not applicable) .....

Place:

Dated:

Signature and seal of the Authorized Officer  
Goa Real Estate Regulatory Authority

FORM 'X'

[See rule 13(1)]

APPLICATION FOR RENEWAL OF REGISTRATION OF REAL ESTATE AGENT

From:

.....  
.....

To

The Goa Real Estate Regulatory Authority,

.....  
.....

Sir,

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

As required I/We submit the following documents and information, namely:-

(i) Rupees ..... as renewal fee;

(ii) The original registration certificate; and

(iii) Status of the applicant, whether individual/company/proprietorship firm/societies/partnership firm/limited liability partnership;

(iv) In case of individual-

(a) Name:

(b) Father's Name:

(c) Occupation:

(d) Permanent address:

(e) Photograph:

OR

In case of firm/societies/companies

(a) Name:

(b) Address:

(c) Copy of registration certificate:

(d) Major activities:

(e) Name, photograph and address of partners/directors:

(v) income tax returns filed under the provisions of the Income Tax Act, 1961 for three financial years preceding the application or in case the applicant was exempted from filing returns under the provisions of the Income Tax Act, 1961 for any of the three year preceding the application, a declaration to such effect;

(vi) particulars of registration including the bye-laws, memorandum of association, articles of association, etc. as the case may be;

(vii) authenticated copy of the address proof of the place of business;

(viii) Details of registration in any other State or Union territory;

(ix) Any other information as specified by regulations.

Dated:

Place:

Yours faithfully,

Signature and seal (if any) of the applicant(s)

FORM 'XI'

[See rule 13(2)]

RENEWAL OF REGISTRATION OF REAL ESTATE AGENT

(1) This renewal of registration is granted under section 9 to (in the case of an individual) Mr./Ms. ....son of Mr./Ms. .... Taluka ..... District ..... State .....

OR

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

(2) This renewal of registration is granted subject to the following conditions, namely:-

(i) The real estate agent shall not facilitate the sale or purchase of any plot, apartment or building, as the case may be, in a real estate project or part of it, being sold by the promoter which is required but not registered with the regulatory authority;

(ii) The real estate agent shall maintain and preserve such books of account, records and documents as provided under rule 16 of the Goa Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on Website) Rules, 2017;

(iii) The real estate agent shall not involve himself in any unfair trade practices as specified under clause (c) of section 10 read with Rule 17(2) of the said Rules;

(iv) The real estate agent shall facilitate the possession of all documents, as the allottee is entitled to, at the time of booking of any plot, apartment or building, as the case may be.

(v) The real estate agent shall provide assistance to enable the allottee and promoter to exercise their respective rights and fulfill their respective obligations at the time of booking and sale of any plot, apartment or building, as the case may be.

(vi) The real estate agent shall comply with the provisions of the Act and the rules and regulations made thereunder;

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

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

Dated:

Place:

Signature and seal of the Authorized Officer  
Goa Real Estate Regulatory Authority

ANNEXURE 'A'

Model Form of Agreement to be entered into between Promoter and Allottee(s)

[See rule 10(1)]

EXPLANATORY NOTE

This is a model form of Agreement, which may be modified and adapted in each case having regard to the facts and circumstances of respective case but in any event, matter and substance mentioned in those clauses, which are in accordance with the statute and mandatory according to the provisions of the Act shall be retained in each and every Agreement executed between the Promoter and Allottee. Any clause in this agreement found contrary to or inconsistent with any provisions of the Act, Rules and Regulations would be void ab-initio.

Model Form of Agreement

This Agreement made at ..... this ..... day of ..... in the year Two Thousand and ..... between ..... having address at ..... hereinafter referred to as "the Promoter of the one part and (.....) having address at .....hereinafter referred to as " the Allottee" ( ..... ) of the other part.

WHEREAS by an Agreement/Conveyance dated ..... day of ..... 20 ..... and executed between ..... of the one part (hereinafter referred to as " the Vendor") and the Promoter of the other part, the Vendor agreed with the Promoter for the absolute sale to the Promoter/sold absolutely to the Promoter an immovable property being piece or parcel of freehold land bearing Survey No. .... lying and being survey No. chalta No. at ..... in the survey No./chalta No. Registration sub-District of ..... admeasuring ..... sq. mts. or thereabouts more particularly described in the Schedule hereunder written (hereinafter referred to as "the project land").

OR

WHEREAS by and under a Lease / an Agreement for Lease dated the ..... day of ..... 20 ..... made between ..... of the One Part (hereinafter referred to as " the Lessor" ) and the Promoter of the Other Part, the Lessor agreed to grant unto the Promoter a lease in perpetuity/for a term of ..... years in respect of a piece or parcel of leasehold land situated at ....., admeasuring ..... sq.m. or thereabouts more particularly described in the Schedule hereunder written (hereinafter referred to as " the project land") at a rent of Rs. .... per annum/month and on the terms and conditions contained in the said Lease Deed/ /Agreement for Lease.

AND WHEREAS the lease Deed/Agreement for Lease, is with the benefit and right to construct any new building/s if so permitted by the concerned competent authority.

OR

WHEREAS by an Agreement dated ..... day of 20 ...../Power of Attorney dated ..... executed between Shri. .... (hereinafter referred to as "the Original Owner") of the One Part and the Promoter of the Other Part (hereinafter referred to as "the Development Agreement"), the Original Owner granted to the Promoter, development rights to the piece or parcel of freehold land lying and being at ..... in the Registration Sub-District of ..... admeasuring ..... sq. mts., or thereabouts more particularly described in the Schedule hereunder written (hereinafter referred to as "the project land') and to construct thereon building/s in accordance with the terms and conditions contained in the Development Agreement/ /Power of Attorney;

OR

(Give Complete Recital of the Title of the Promoter to the plot on which promoter proposes to construct and sale the Apartment)

AND

(Also specify

(i) Any covenants affecting the said property.

(ii) Any impediments attached to the said property.

(iii) Number and Area occupied by Tenants and how they are proposed to be settled so as to have clear possession of the said property.

(iv) Details of illegal encroachment on the said property.

(v) Any permission (if any) required from any Government or Authority which affects the title to the property and details of all such required permissions obtained.

(vi) Details of mortgage or lien or charge on the said property.)

AND WHEREAS the Promoters are entitled and authorised to construct buildings on the project land in accordance with the recitals herein above;

AND WHEREAS the Vendor/Lessor/Original Owner/Promoter is in possession of the project land;

AND WHEREAS the Promoter has proposed to construct on the project land (here specify number of buildings and wings thereof) ..... having ..... (here specify number of Basements,/ /podiums/stilt and upper floors);

AND WHEREAS the Allottee has agreed to purchase an Apartment bearing number ..... on the ..... floor, (herein after referred to as the said "Apartment") in the..... wing of the Building called ..... (herein after referred to as the said "Building") being constructed in the ..... phase of the said project, by the Promoter;

AND WHEREAS the Promoter has appointed an Architect registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects; AND WHEREAS the Promoter has registered the Project under the provisions of the Real Estate (Regulation and Development) Act, 2016 and rules framed thereunder Act with the Real Estate Regulatory Authority at..... under No. ....; authenticated copy is attached in Annexure;

AND WHEREAS the Promoter has appointed a structural Engineer for the preparation of the structural design and drawings of the buildings and the Promoter accepts the professional supervision of the Architect and the structural Engineer till the completion of the building/buildings.

AND WHEREAS by virtue of the Development Agreement/Power of Attorney the Promoter has sole and exclusive right to sell the Apartments in the said building/s to be constructed by the Promoter on the project land and to enter into Agreement/s with the allottee(s)/s of the Apartments to receive the sale consideration in respect thereof;

AND WHEREAS on demand from the allottee, the Promoter has given inspection and copies to the Allottee of all the documents of title relating to the project land and the plans, designs and specifications prepared by the Promoter's Architects Messrs ..... and of such other documents as are specified under the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as "the said Act") and the Rules and Regulations made thereunder; and the allottee has acknowledged the receipt of the same;

AND WHEREAS the authenticated copies of Certificate of Title issued by the legal Practitioner of the Promoter, or any other relevant revenue record showing the nature of the title of the Promoter to the project land on which the Apartments are constructed or are to be constructed have been annexed hereto;

AND WHEREAS the authenticated copies of the plans of the Layout as approved by the concerned Competent Authority have been annexed;

AND WHEREAS the authenticated copies of the plans of the Layout as proposed by the Promoter and according to which the construction of the buildings and open spaces are proposed to be provided for on the said project have been annexed hereto;

AND WHEREAS the authenticated copies of the plans and specifications of the Apartment agreed to be purchased by the Allottee, as sanctioned and approved by the competent authority wherever applicable have been annexed hereto;

AND WHEREAS the Promoter has got some of the approvals from the concerned competent authority(s) to the plans, the specifications, elevations, sections and of the said building/s wherever applicable and shall obtain the balance approvals from various authorities from time to time, so as to obtain Building Completion Certificate or Occupancy Certificate of the said Building;

AND WHEREAS while sanctioning the said plans concerned competent authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the project land and the said building and upon due observance and performance of which only the completion or occupancy certificate in respect of the said building/s shall be granted by the concerned competent authority;

AND WHEREAS the Promoter has accordingly commenced construction of the said building/s in accordance with the said approved plans;

AND WHEREAS the Allottee has approached the Promoter for purchase of an Apartment No. .... on .....floor in wing ..... situated in the building No. .... being constructed in the ..... phase of the said Project;

AND WHEREAS the carpet area as defined under clause (K) of section 2 of the said Act, of the said Apartment is ..... square meters ;

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

AND WHEREAS, prior to the execution of these presents, the Allottee has paid to the Promoter a sum of Rs..... (Rupees .....) only, being an advance payment or an Application Fee as provided in section 13 of the said Act (the payment and receipt whereof the Promoter both hereby admit and acknowledge) and the Allottee has agreed to pay to the Promoter the balance of the sale consideration in the manner hereinafter appearing.

AND WHEREAS, the Promoter has registered the Project under the provisions of the Real Estate (Regulation and Development) Act, 2016 and rules framed thereunder with the Real Estate Regulatory Authority under No. ....;

AND WHEREAS, under section 13 of the said Act, the Promoter is required to execute a written Agreement for sale of said Apartment with the Allottee, and also to register said Agreement under the Registration Act, 1908 (Central Act 16 of 1908);

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

NOW THEREFORE, THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. The Promoter shall construct the said building/s consisting of ..... basement and ground/stilt/ /..... podiums, and ..... upper floors on the project land in accordance with the plans, designs and specifications as approved by the concerned competent authority from time to time wherever applicable.

Provided that the Promoter shall have to obtain prior consent in writing of the Allottee in respect of variations or modifications which may adversely affect the Apartment of the Allottee except any alteration or addition required by any Government authorities or due to change in law.

1.a (i) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee Apartment No. .... of the type ..... of carpet area admeasuring ..... sq. Metres. The apartment shall also have an exclusive carpet area of balcony of .....sqmts with an exclusive terrace area..... sqmts if any, on ..... floor in the building ..... (hereinafter referred to as "the Apartment") as shown in the Floor plan thereof hereto annexed for the consideration of Rs. .... which includes the proportionate incidence of common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the Schedule annexed herewith.

(ii) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee covered parking bearing Nos ..... situated at ..... Basement and/or stilt and/or ..... podium being constructed in the layout for the consideration of Rs. .... /

1(b) The total aggregate consideration amount for the apartment including covered car parking spaces is thus Rs. .... /

1(c) The Allottee has paid on or before execution of this agreement a sum of Rs. .... (Rupees ..... only) (not exceeding 10% of the total consideration) as advance payment or application fee and hereby agrees to pay to the Promoter the balance amount of Rs. .... (Rupees ..... ) in the following manner:

i. Amount of Rs. .... /-(.....) (not exceeding 30% of the total consideration) to be paid to the Promoter after the execution of Agreement.

ii. Amount of Rs. .... /-(.....) (not exceeding 45% of the total consideration) to be paid to the Promoter on completion of the Plinth of the building or wing in which the said Apartment is located or on .....whichever is earlier.

iii. Amount of Rs. .... /-(.....) (not exceeding 70% of the total consideration) to be paid to the Promoter on completion of the slabs including podiums and stilts of the building or wing in which the said Apartment is located or on ..... whichever is earlier.

iv. Amount of Rs. .... /-(.....) (not exceeding 75% of the total consideration) to be paid to the Promoter on completion of the walls, internal plaster, floorings, doors and windows of the said Apartment.

v. Amount of Rs. .... /- (.....) (not exceeding 80% of the total consideration) to be paid to the Promoter on completion of the sanitary fittings, staircases, lift, wells, lobbies upto the floor level of the said Apartment.

vi. Amount of Rs. ..../(.....) (not exceeding 85% of the total consideration) to be paid to the Promoter on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building or wing in which the said Apartment is located..

vii. Amount of Rs. ..../(.....) (not exceeding 95% of the total consideration) to be paid to the Promoter on completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as may be specified in the Agreement of sale of the building or wing in which the said Apartment is located.

viii. Balance Amount of Rs. ..../(.....) against and at the time of handing over of the possession of the Apartment to the Allottee on or after receipt of occupancy certificate or completion certificate.

OR

As per the mode of payment as mutually agreed between the parties

1(d) The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoter by way of Infrastructure tax, GST and Cess or any other taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Promoter) up to the date of handing over the possession of the [Apartment/Plot].

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

1(f) The Promoter may allow, in its sole discretion, a rebate for early payments of equal instalments payable by the Allottee on such terms and conditions as the parties mutually agreed the provision for allowing rebate and such rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter.

1(g) The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the completion certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of four percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate specified in the Goa Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on website) Rules, 2017 (hereinafter referred to as the said Rules), from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand additional amount from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 1(a) of this Agreement.

1(h) The Allottee authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Promoter may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.

*Note:* Each of the instalments mentioned in the sub clause (ii) and (iii) of clause 1 (c) shall be further subdivided into multiple instalments linked to number of basements/podiums/floors in case of multi-storied building/wing.

2.1 The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned competent authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Apartment to the Allottee, obtain from the concerned competent authority occupancy and/or completion certificates in respect of the Apartment.

2.2 Time is essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the project and handing over the [Apartment/Plot] to the Allottee and the common areas to the association of the allottees after receiving the occupancy certificate or the completion certificate or both, as the case may be subject to all the allottees have paid all the consideration and other sums due and payable to the promoters as per the agreement. Similarly, the Allottee shall make timely payments of the instalment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter, as provided in clause 1(c) herein above. ("Payment Plan").

3. The Promoter hereby declares that the Floor Area Ratio available as on date in respect of the project land is ..... square meters only and Promoter has planned to utilize Floor area ratio of ..... by availing of TDR or FAR available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Promoter has disclosed the Floor Space Index of ..... as proposed to be utilized by him on the project land in the said Project and Allottee has agreed to purchase the said Apartment based on the proposed construction and sale of apartments to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter only.

4.1 If the Promoter fails to abide by the time schedule for completing the project and handing over the [Apartment/Plot] to the Allottee, the Promoter agrees to pay to the Allottee, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Allottee, for every month of delay, till the handing over of the possession. The Allottee agrees to pay to the Promoter, interest as specified in the said Rules, on all the delayed payment which become due and payable by the Allottee to the Promoter under the terms of this Agreement from the date the said amount is payable by the allottee(s) to the Promoter.

4.2 Without prejudice to the right of promoter to charge interest in terms of sub clause 4.1 above, on the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the allottee committing three defaults of payment of instalments, the Promoter shall at his own option, may terminate this Agreement: Provided that, Promoter shall give notice of fifteen days in writing to the Allottee, by Registered Post AD at the address provided by the allottee and mail at the e-mail address provided by the Allottee, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee fails to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, promoter shall be entitled to terminate this Agreement.

Provided further that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Allottee (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Promoter) within a period of sixty days of the termination, the instalments of sale consideration of the Apartment which may till then have been paid by the Allottee to the Promoter and the Promoter shall not be liable to pay to the Allottee any interest on the amount so refunded.

5. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with particular brand, or its equivalent or price range (if unbranded) to be provided by the Promoter in the said building and the Apartment as are set out in Annexure annexed hereto.

6. The Promoter shall give possession of the Apartment to the Allottee on or before..... day of .....20..... If the Promoter fails or neglects to give possession of the Apartment to the Allottee on

account of reasons beyond his control and of his agents by the aforesaid date then the Promoter shall be liable on demand to refund to the Allottee the amounts already received by him in respect of the Apartment with interest at the same rate as may mentioned in the clause 4.1 herein above from the date the Promoter received the sum till the date the amounts and interest thereon is repaid.

Provided that the Promoter shall be entitled to reasonable extension of time for giving delivery of Apartment on the aforesaid date, if the completion of building in which the Apartment is to be situated is delayed on account of

(i) war, civil commotion or act of God;

(ii) any notice, order, rule, notification of the Government and/or other public or competent authority/court.

7.1 *Procedure for taking possession.*— The Promoter, upon obtaining the occupancy certificate from the competent authority and the payment made by the Allottee as per the agreement shall offer in writing the possession of the [Apartment/Plot], to the Allottee in terms of this Agreement to be taken within one month from the date of issue of such notice and the Promoter shall give possession of the [Apartment/Plot] to the Allottee. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee agree(s) to pay the maintenance charges as determined by the Promoter or association of allottees, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee in writing within 7 days of receiving the occupancy certificate of the Project.

7.2 The Allottee shall take possession of the Apartment within 15 days of the written notice from the promotor to the Allottee intimating that the said Apartments are ready for use and occupancy.

7.3 Failure of Allottee to take Possession of [Apartment/Plot] upon receiving a written intimation from the Promoter as per clause 7.1, the Allottee shall take possession of the [Apartment/Plot] from the Promoter by paying all amounts executing necessary indemnities, undertakings and such other documentation as specified in this Agreement, and the Promoter shall give possession of the [Apartment/Plot] to the allottee. In case the Allottee fails to take possession within the time provided in clause 7.2, such Allottee shall continue to be liable to pay maintenance charges as applicable including all Government rates, taxes, charges, interest on delay and all other outgoing and expenses of and incidental to the management and maintenance of the said Project and the building thereon.

7.4 If within a period of five years from the date of handing over the Apartment to the Allottee, the Allottee brings to the notice of the Promoter any structural defect in the Apartment or the building in which the Apartment are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at his own cost and in case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act. In case the allottees carry out any work within the apartments after taking possession, resulting in cracks and dampness or any other defect within or to the adjoining apartments/s, then in such an event the promotor shall not be liable to rectify or pay compensation. But the promotor may offer services to rectify such defects with nominal charges. Hairline cracks and dampness caused due to settlement, humidity, variations in temperature, electrical conduits, etc. cannot be considered as defective work.

8. The Allottee shall use the Apartment or any part thereof or permit the same to be used only for purpose of \*residence/office/show-room/shop/godown for carrying on any industry or business. (\*strike out which is not applicable) He shall use the garage or parking space only for purpose of keeping or parking vehicle.

9. The Allottee along with other allottee(s)s of Apartments in the building shall join in forming and registering the Society or Association or a Limited Company to be known by such name as the Promoter may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Society

or Association or Limited Company and for becoming a member, including the byelaws of the proposed Society and duly fill in, sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the Allottee, so as to enable the Promoter to register the common organisation of Allottee. No objection shall be taken by the Allottee if any, changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.

9.1 Within 15 days after notice in writing is given by the Promoter to the Allottee that the Apartment is ready for use and occupancy, the Allottee shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Apartment) of outgoings in respect of the project land and Building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks, bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s. Until the association of allottees is formed and the maintenance of the said structure of the building/s or wings is transferred to it, the Allottee shall pay to the Promoter such proportionate share of outgoings as may be determined. The Allottee further agrees that till the Allottee's share is so determined the Allottee shall pay to the Promoter provisional monthly/yearly contribution of Rs. .... per month/annum towards the outgoings. The Allottee undertakes to pay such provisional monthly contribution and such proportionate share of outgoings regularly on the 5th day of each and every month in advance and shall not withhold the same for any reason whatsoever. It is agreed that the non-payment or default in payment of outgoings on time by Allottee shall be regarded as the default on the part of the Allottee and shall entitle the promoter to charge interest on the dues, in accordance with the terms and conditions contained herein.

10. The Allottee shall on or before delivery of possession of the said premises keep deposited with the Promoter, the following amounts:-

(i) Rs. .... for share money, application entrance fee of the Society or Limited Company/Federation/Apex body.

(ii) Rs. .... for formation and registration of the Society or Limited Company/Federation/Apex body.

(iii) Rs. .... for proportionate share of taxes and other charges/levies in respect of the Society or Limited Company/Federation/Apex body.

(iv) Rs. .... for deposit towards provisional monthly contribution towards outgoings of Society or Limited Company/Federation/Apex body.

(v) Rs. .... For Deposit towards Water, Electric, and other utility and services connection charges.

(vi) Rs. .... for deposits of electrical receiving, transformer and Sub-Station provided in Layout.

(vi) Rs. .... as legal charges.

(vii) Rs. .... as infrastructure Tax.

(viii) Rs. .... as Corpus in respect of the Society or Limited Company/Federation/Apex Body.

(ix) Rs. .... as Stamp Duty and Registration Charges.

11. The Allottee shall pay to the Promoter a sum of Rs. .... for meeting all legal costs, charges and expenses, including professional costs of the legal practitioner of the Promoter in connection with formation of the said Society, or Limited Company, or Apex Body or Federation and for preparing its rules, regulations and bye-laws.

12. At the time of registration of conveyance or Lease of the structure of the building or wing of the building, the Allottee shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable, by the said Society or Limited Company on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said Building /wing of the building. At the time of registration of conveyance or Lease of the project land, the Allottee shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable, by the said Apex Body or Federation on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said land to be executed in favour of the Apex Body or Federation.

### 13. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

The Promoter hereby represents and warrants to the Allottee as follows:—

i. The Promoter has clear and marketable title with respect to the project land; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project;

ii. The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;

iii. There are no encumbrances upon the project land or the Project except those disclosed in the title report;

iv. There are no litigations pending before any Court of law with respect to the project land or Project except those disclosed in the title report;

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

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

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

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

ix. At the time of execution of the conveyance deed of the structure to the association of allottees the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Allottees;

x. The Promoter has duly paid and shall continue to pay and discharge undisputed Governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;

xi. No notice from the Government or any other local body or authority or any legislative enactment, Government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Promoter in respect of the project land and/or the Project except those disclosed in the title report.

14. The Allottee/s or himself/themselves with intention to bring all persons into whosoever hands the Apartment may come, hereby covenants with the Promoter as follows:-

(i) To maintain the Apartment at the Allottee's own cost in good and tenantable repair and condition from the date the possession of the Apartment is taken and shall not do or suffer to be done anything in or to the building in which the Apartment is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Apartment is situated and the Apartment itself or any part thereof without the consent of the local authorities, if required.

(ii) Not to store in the Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Apartment is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Apartment is situated, including entrances of the building in which the Apartment is situated and in case any damage is caused to the building in which the Apartment is situated or the Apartment on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.

(iii) To carry out at his own cost all internal repairs to the said Apartment and maintain the Apartment in the same condition, state and order in which it was delivered by the Promoter to the Allottee and shall not do or suffer to be done anything in or to the building in which the Apartment is situated or the Apartment which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

(iv) Not to demolish or cause to be demolished the Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Apartment is situated and shall keep the portion, sewers, drains and pipes in the Apartment and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Apartment without the prior written permission of the Promoter and/or the Society or the Limited Company.

(v) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the Apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.

(vi) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound or any portion of the project land and the building in which the Apartment is situated.

(vii) Pay to the Promoter within fifteen days of demand by the Promoter, his share of security deposit any taxes or levies and other amounts as demanded by the concerned local authority or Government for providing infrastructure like water, electricity, sewerage or any other service connection to the building in which the Apartment is situated.

(viii) To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Apartment by the Allottee for any purposes other than for purpose for which it is sold.

(ix) The Allottee shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Apartment until all the dues payable by the Allottee to the Promoter under this Agreement are fully paid up.

(x) The Allottee shall observe and perform all the rules and regulations which the Society or the Limited Company or Apex Body or Federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Apartments therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company/Apex Body/Federation regarding the occupancy and use of the Apartment in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

15. The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Allottee as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Society or association or Company or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

16. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Apartments or of the said Plot and Building or any part thereof. The Allottee shall have no claim save and except in respect of the Apartment along with the proportionate indivisible share hereby agreed to be sold to him. All unsold or un-allotted inventory shall continue to remain the property of the promoter until sold/allotted.

#### 17. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE

After the Promoter executes this Agreement he shall not mortgage or create a charge on the \*[Apartment] and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such [Apartment/plot].

#### 18. BINDING EFFECT

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

#### 19. ENTIRE AGREEMENT

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

#### 20. RIGHT TO AMEND

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

#### 21. PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE/SUBSEQUENT ALLOTTEES

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

**22. SEVERABILITY**

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

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

Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee(s) in Project, the same shall be in proportion to the carpet area of the [Apartment/Plot] to the total carpet area of all the [Apartments/Plots] in the Project. For such calculations, areas of exclusive balconies, verandas and/or terraces shall be added to carpet area of respective allottees.

**24. FURTHER ASSURANCES**

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

**25. PLACE OF EXECUTION**

The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution, the said Agreement shall be registered at the office of the Sub-Registrar. Thereafter this Agreement shall be deemed to have been executed.

26. The Allottee and/or Promoter shall present this Agreement as well as the conveyance/assignment of lease at the proper registration office of registration within the time limit prescribed by the Registration Act and the Promoter will attend such office and admit execution thereof.

27. That all notices to be served on the Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter by Registered Post A.D and notified Email ID/Under Certificate of Posting at their respective addresses specified below:—

Name of Allottee

(Allottee's Address)

Notified Email ID: .....

M/s Promoter name

(Promoter Address)

Notified Email ID: .....

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

**28. JOINT ALLOTTEES**

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

29. Stamp Duty and Registration:- The charges towards stamp duty and Registration of this Agreement shall be borne by the allottee.

30. Dispute Resolution:- Any dispute between parties shall be settled amicably. In case of failure to settled the dispute amicably, the same shall be referred to the Real Estate Regulation Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

31. GOVERNING LAW

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force and the courts in the State of Goa will have the jurisdiction for this Agreement.

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

Schedule Above Referred to

SCHEDULE

Description of the freehold/leasehold land and all other details along with the boundaries in all four directions

Here set out the nature, extent and description of common areas and facilities.

SIGNED AND DELIVERED BY THE WITHIN NAMED

Allottee: (including joint buyers)

(1)

(2)

At ..... on .....

in the presence of WITNESSES:

1. Name  
Signature .....

2. Name  
Signature .....

SIGNED AND DELIVERED BY THE WITHIN NAMED

Promoter:  
(1)  
(Authorized Signatory)

WITNESSES:  
Name  
Signature .....

Name  
Signature .....

Note – Execution clauses to be finalised in individual cases having regard to the constitution of the parties to the Agreement.

## ANNEXURES (as mentioned in the agreement)

Received of and from the Allottee above named the sum of Rupees ..... on execution of this agreement towards Earnest Money Deposit or application fee

I say received.

The Promoter/s.

By order and in the name of the Governor of Goa.

J. ASHOK KUMAR, IAS, Director & ex officio Addl. Secretary (Urban Development).

Panaji, 23rd November, 2017.

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**Notification**

11/43/2017-DMA/2468

Whereas, the draft rules, namely, the Goa Real Estate (Regulation and Development) (Recovery of Interest, Penalty, Compensation, Fine payable, Forms of Complaints and Appeal, etc.) Rules, 2017 which the Government of Goa proposed to make in exercise of the powers conferred by sub-section (1) and clauses (oa), (r), (s), (u), (zb), (zc) and (zf) of sub-section (2) of section 84 of the Real Estate (Regulation and Development) Act, 2016 (Central Act 16 of 2016) were pre-published vide Notification No. 11/43/2017-DMA/1571 dated 31/8/2017, in the Official Gazette, Extraordinary No. 2, Series I No. 22, dated 31st August, 2017, inviting objections or suggestion from all persons likely to be affected thereby within ten days from the date of publication of the said Notification in the Official Gazette;

And whereas, the said Official Gazette was made available to the public on 31st August, 2017;

And whereas, no objections or suggestions have been received from the public on the said draft Rules by the Government within the stipulated period.

Now, therefore, in exercise of the powers conferred by sub-section (1) and clauses (oa), (r), (s), (u), (zb), (zc) and (zf) of sub-section (2) of section 84 of the Real Estate (Regulation and Development) Act, 2016 (Central Act 16 of 2016) and all other powers enabling it in this behalf, the Government of Goa hereby makes the following rules, namely:—

1. *Short title and commencement.*— (1) **These rules may be called the Goa Real Estate (Regulation and Development) (Recovery of Interest, Penalty, Compensation, Fine Payable Forms of Complaints and Appeal etc.) Rules, 2017.**

(2) They shall come into force on the date of their publication in the Official Gazette.

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

(a) "Act" means the Real Estate (Regulation and Development) Act, 2016 (Central Act No. 16 of 2016);

(b) "Appellate Tribunal" means the Goa Real Estate Appellate Tribunal established under sub-section (1) of section 43 by the Government by notification in the Official Gazette;

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

(d) “Chairperson” means the Chairperson of the Authority;

(e) “Form” means the form appended to these rules;

(f) “Government” means the Government of Goa.

(g) “section” means section of the Act.

(2) Words and expressions used and not defined in these Rules but defined in the Act shall have the same meanings as respectively assigned to them in the Act.

3. *Manner of recovery of interest, penalty and compensation.*— Any interest or penalty or compensation imposed on a promoter or an allottee or a real estate agent shall be recoverable under section 40 of the Act, from such promoter or allottee or real estate agent, as the case may be, as an arrears of land revenue under the provision of the Goa Land Revenue Code, 1968 (Act No.9 of 1969).

4. *Manner of enforcement of the order, direction or decision of the Adjudicating Officer or Authority.*— Every order passed by the Adjudicating Officer, Authority or Appellate Tribunal which it is empowered to do under the Act or the rules and regulations made thereunder, shall be enforced by the Adjudicating Officer or Authority in accordance with the provisions of the Code of Civil Procedure, 1908 (5 of 1908), in the same manner as if it were a decree of the court. In the event such Adjudicating Officer or Authority is unable to execute the order, it shall send a copy of such order to the principal civil court, to execute such order either within the local limits of whose jurisdiction the real estate project is located or in the principal civil court of original jurisdiction within the local limits of whose jurisdiction the person against whom the order is being issued, resides, or carries on business, or personally works for gain alongwith a certificate stating that such an order has not been executed by it.

5. *Terms and conditions and the fine payable for compounding of offence.*— (1) The court may, for the purpose of compounding of any offence under section 70, accept a sum of money as specified in the Table below:—

TABLE

Sr. No.	Offence	Sum of money to be paid for compounding the offence
(1)	Offence under sub-section (1) of section 59	5 percent of the estimated cost of the real estate project which may extend upto 10 percent of such estimated cost.
(2)	Offence under sub-section (2) of section 59	5 percent of the estimated cost of the real estate project which may extend upto 10 percent of such estimated cost.
(3)	Offence under section 64	5 percent of the estimated cost of the real estate project which may extend upto 10 percent of such estimated cost.

(4) Offence under section 66	5 percent of the estimated cost of the plot, apartment or building, as the case may be, of the real estate project, for which the sale or purchase has been facilitated, which may extend upto 10 percent of such estimated cost.
(5) Offence under section 68	5 percent of the estimated cost of the plot, apartment or building, as the case may be, which may extend upto 10 percent of such estimated cost.

(2) On payment of the sum of money for compounding the offence as ordered by the Court, no further proceeding shall be taken against the accused person in respect of the same offence, and any proceeding already taken or initiated shall stand abated and the accused person, if in custody, shall be discharged.

(3) The promoter, allottee or real estate agent, as the case may be, shall comply with the order of the Court within the period specified by the court.

6. *Manner of filing a complaint with the Authority and the manner of holding an inquiry by the Authority.*— (1) Any aggrieved person, having any interest in the project, may file a complaint with the Authority for any violation under the Act or the rules and regulations made thereunder, save as those provided to be adjudicated by the Adjudicating Officer, in Form 'A' hereto, in triplicate, which shall be accompanied by a fee of rupees five thousand paid through NEFT or RTGS system or any other digital transaction mode:

Provided that, when the Authority makes a provision for filing a complaint online/web-based, it shall not be necessary to submit such form in triplicate.

(2) The Authority shall follow the following procedure for the purposes of deciding any complaint filed under sub-rule (1):—

(a) The Authority shall, upon receipt of the complaint, issue a notice alongwith the copy of such complaint and the relevant documents to the respondent. Such notice shall specify a date and time for further hearing of the case;

(b) In case the Authority is satisfied on the basis of the submissions made that the complaint does not require any further inquiry it may dismiss the complaint.

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

(d) On the date so fixed, the Authority shall require the applicant and respondent to give evidence or to produce any document which in the opinion of the Authority, may be useful for or relevant to the subject matter of the inquiry. Thereafter, the Authority shall have the power to carry out an inquiry on the basis of documents and submissions.

(e) The Authority upon consideration of the evidence produced before it and other records and submissions is satisfied that,—

(i) the respondent is in contravention of the provisions of the Act or the rules and regulations made thereunder it shall pass orders, adjudging the quantum of compensation as it thinks fit in accordance with the provisions of the Act, the rules and regulations made thereunder with reasons to be recorded in writing; or

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

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

7. *Manner of filing application with the Adjudicating Officer and the manner of holding an inquiry by the Adjudicating Officer.* — (1) Any aggrieved person may file an application in form “B” hereto with the Adjudicating Officer, for the purpose of adjudging compensation under section 12, 14, 18 or 19. The application shall be accompanied by a fee of rupees five thousand paid through **NEFT or RTGS** system or any other digital transaction mode.

(2) The Adjudicating Officer shall follow, the following procedure for the purposes of deciding any application filed under sub-rule (1):—

(a) The Adjudicating officer shall, upon receipt of the application issue a notice along with the copy of such application and the relevant documents to the respondent. Such notice shall specify a date and time fixed for hearing of the case.

(b) In case the Adjudicating Officer is satisfied on the basis of the submissions made that the complaint does not require any further inquiry it may dismiss the complaint.

(c) In case the Adjudicating Officer is satisfied on the basis of the submissions made that there is need for further hearing into the complaint it may order production of documents or other evidence on a date and time fixed by it.

(d) On the date so fixed, the Adjudicating Officer shall require the applicant and respondent to give evidence or to produce any document which in the opinion of the Adjudicating Officer, may be useful for or relevant to the subject matter of the inquiry. Thereafter, the Adjudicating Officer shall have the power to carry out an inquiry on the basis of the documents and submissions.

(e) The Adjudicating Officer upon consideration of the evidence produce before it and other records and submission is satisfied that,—

(i) The respond is in contravention of the provisions of the Act or the rules and regulations made thereunder it shall pass orders, adjudging the quantum of compensation as it thinks it in accordance with the provisions of the Act, the rules and regulations made thereunder with reason to be recorded in writing; or

(ii) The respond is not in contravention of the provisions of the Act, the rules and regulations made thereunder, the Adjudicating Officer may, by order in writing, dismiss the application with reasons to be recorded in writing.

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

(g) The Adjudicating Officer shall before passing an any order, consider the factors specified in section 72.

8. *Manner of service of notice and order.*— (1) Adjudicating Officer shall deliver a certified copy of the order to the Applicant and respondent.

(2) A notice or an order issued under these rules shall be served in any of the following manner,—

(a) by delivering or tendering it to that person and person’s authorised agent in an electronic form produced that there is sufficient evidence of actual delivery of the electronic records to the concerned person; or

(b) by sending it to the person by registered post with acknowledgement due to the address of his place of residence or he last known place or residence or business place; or

(c) if it cannot be served under clause (a) or (b) above, then by affixing it, in the presence of two witnesses, on the outer door or some other conspicuous part of the premises in which that person resides or is known to have last resided, or carried on business or personally worked or last worked for gain.

9. *Manner of filing appeal to the Appellate Tribunal.*— (1) Every appeal filed under sub-section (1) of section 44 shall be accompanied by a fee of rupees five thousand paid through NEFT or RTGS system or any other digital transaction mode.

(2) Every appeal shall be filed in Form “C” hereto in triplicate along with the following documents,—

(a) attested true copy of the order against which the appeal is preferred;

(b) copies of the documents relied upon by the appellant and referred to in the appeal;

(c) index of the documents:

Provided that, when the Authority makes a provision for filing a appeal online/web-based, it shall not be necessary to submit such form in triplicate.

FORM “A”

(See rule 6)

COMPLAINT TO THE AUTHORITY

(Complaint under section 31 of the Act)

For use of office: .....

Date of filing: .....

Date of receipt by post: .....

Complaint No. : .....

Signature: .....

Authorized Officer: .....

**BEFORE THE GOA REAL ESTATE REGULATORY AUTHORITY**

(Name of place)

Between ..... Complainant(s)

And ..... Respondent(s)

Details of claim:—

1. Particulars of the complainant(s):

(i) Name of the complainant:

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

(iii) Address for service of all notices:

2. Particulars of the respondents:—

(i) Name(s) of respondent:

(ii) Office address of the respondent:

(iii) Address for service of all notices:

3. (a) Jurisdiction of the Authority:—

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

(b) Project Registration No.

4. Facts of the case:—

(give a concise statement of facts and grounds for complaint)

5. Relief(s) sought:—

In view of the facts mentioned in paragraph 4 above, the complainant prays for the following relief(s) ..... [Specify below the relief(s) claimed explaining the grounds of relief(s) and the legal provisions (if any) relied upon]

6. Interim order, if prayed for:—

7. Claim not pending with any other court, etc. :—

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

8. Particulars in respect of the fee in terms of sub-rule (1) of rule 6:—

(i) Amount

(ii) Mode

9. List of enclosures:—

(Specify the details of enclosures with the complaint)

Verification

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

Place :

Date:

Signature of the complainant(s)

-----

FORM "B" (See rule 7)

APPLICATION TO ADJUDICATING OFFICER

(Claim for compensation under section 12, 14, 18 and or 19 read with section 71 of the Act)

- For use of office: .....
Date of filing: .....
Date of receipt by post: .....
Application No. : .....
Signature: .....
Authorized Officer: .....

BEFORE THE ADJUDICATING OFFICER

Between ..... Applicant (s)

And ..... Respondent(s)

Details of claim:

1. Particulars of the applicant(s):-

- (i) Name of the applicant:
(ii) Address of the existing office/residence of the applicant:
(iii) Address for service of all notices:
(iv) Details of allottees apartment, plot or building

2. Particulars of the respondents:-

- (i) Name(s) of respondent:
(ii) Office address of the respondent:
(iii) Address for service of all notices:
(iv) Registration No. and address of project:

3. (a) Jurisdiction of the Adjudicating Officer:—

The applicant declares that the subject matter of the claim falls within the jurisdiction of the Adjudicating Officer.

(b) Project Registration No :

4. Facts of the case:—

(give a concise statement of facts and grounds of claim against the respondent)

5. Compensation(s) sought:

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

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

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

The applicant further declares that the matter regarding which this application has been made is not pending before any Court of Law or any other Authority or any other Tribunal(s).

7. Particulars of the fee in terms of sub-rule (1) of rule 7:—

(i) Amount

(ii) Mode

8. List of enclosures:—

(Specify the details of enclosures with the application)

**Verification**

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

Place:

Date:

Signature of the applicant(s)

\_\_\_\_\_

FORM "C"

(see rule 9)

**APPEAL TO APPELLATE TRIBUNAL**

For use of Appellate Tribunal's office: .....

Date of filing: .....

Date of receipt by post: .....

Registration No. : .....

Signature: .....

Authority Officer: .....

IN THE GOA REAL ESTATE APPELLATE TRIBUNAL (Name of place)

Between ..... Appellant(s)

And ..... Respondent(s)

Details of appeal:-

1. Particulars of the appellants:

(i) Name of the appellant:

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

(iii) Address for service of all notices:

2. Particulars of the respondents:-

(i) Name(s) of respondent:

(ii) Office address of the respondent:

(iii) Address for service of all notices:

3. (a) Jurisdiction of the Appellate Tribunal:-

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

(b) Project Registration No.:

4. Limitation:-

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

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

5. Facts of the case:-

(give a concise statement of facts and grounds of appeal against the specific order of the Authority or the Adjudicating Officer, as the case may be passed under section(s) ..... of the Act.

6. Grounds of Appeal:-

7. Relief(s) sought:-

In view of the facts mentioned in paragraph 5 above, the appellant prays for the following relief(s) .....

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

8. Interim order, if prayed for:-

Pending final decision on the appeal, the appellant seeks issue of the following interim order:— (Give here the nature of the interim order prayed for with reasons).

9. Matter not pending with any other court, etc.:-

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

10. Particulars of the fee in terms of sub-rule A (1) of rule 9:-

(i) Amount

(ii) Mode

11. List of enclosures:-

(i) An attested true copy of the order against which the appeal is filed.

(ii) Copies of the documents relied upon by the appellant and referred to in the appeal.

(iii) An index of the documents.

#### Verification

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

Place:

Date:

Signature of the appellant(s)

By order and in the name of the Governor of Goa.

*J. Ashok Kumar*, IAS, Director & ex officio Addl. Secretary (Urban Development).

Panaji, 23rd November, 2017.

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# OFFICIAL GAZETTE



# GOVERNMENT OF GOA

PUBLISHED BY AUTHORITY

## EXTRAORDINARY

## No. 2

### GOVERNMENT OF GOA

Department of Urban Development

#### Notification

11/47/2017-DMA/2466

In exercise of the powers conferred by sub-section (1) and clauses (zd) and (ze) of sub-section (2) of section 84 of the Real Estate (Regulation and Development) Act, 2016 (Central Act 16 of 2016 ) and all other powers enabling it in this behalf, the Government of Goa hereby makes the following rules, namely:—

#### 1. Short title and commencement.—

(1) These rules may be called the Goa Real Estate (Regulation and Development) (Regulatory Authority Form of Annual Statement of Accounts and Annual Report) Rules, 2017.

(2) They shall come into force on the date of their publication in the Official Gazette.

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

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

(b) “Authority” means the Goa Real Estate Regulatory Authority established under sub-section (1) of section 20 of the Act;

(c) “Chairperson” means the Chairperson of the Authority appointed under section 21 of the Act;

(d) “Form” means the forms appended to these Rules;

(e) “Member” means a whole-time member of the Authority appointed under section 21 of the Act;

(f) “section” means a section of the Act;

(g) “Schedule” means a Schedule appended to the form;

(h) “Government” means the Government of Goa;

(2) The words and expressions used in these rules but not defined and defined in the Act shall have the same meanings respectively assigned to them in the Act.

3. Budget, Accounts and Audit.— (1) The Authority shall at the end of the financial year of every year, prepare a budget, maintain proper accounts and other relevant records and prepare an annual Statement of Accounts in form “A”, hereto.

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

(3) The account and other relevant records prepared under sub-rule (1) above shall be signed by the Chairperson, Members,

Secretary and the officer-in-charge of Finance and Accounts of the Authority.

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

4. *Annual Report.*— (1) The Authority shall prepare its annual report in Form “B”, hereto.

(2) The Authority may also include in the annual report such other matters as deemed

fit by the Authority for reporting it to the Government.

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

FORM “A”

[See sub-rule (1) of rule 3]

ANNUAL STATEMENT OF ACCOUNTS

Receipts and Payment Account

For the year ended .....

(In Rupees)

A/c Code	Receipts	Current year as on	Previous year as on	A/c Code	Payments	Current year as on	Previous year as on
1	2	3	4	5	6	7	8
1.	To Balance Brought down:			13.	By Chairperson Members:		
1.1	To Bank			13.1	By Pay and Allowances		
1.2	To cash in hand			13.2	By Other benefits		
2.	To Fees, Charges and Fine:			13.3	By Travelling Expenses:		
2.1	To Fees			13.3.1.	By Overseas		
2.2	To Charges			13.3.2.	By Domestic		
2.3	To Fines			14.	Officers:		
2.4	To Other (specify)			14.1	By Pay and Allowances		
3.	To Grants			14.2	By Retirement Benefits		
3.1	To Accounts with Government			14.3	By Other benefits		
3.2	To Other (specify)			14.4	By Travelling Expenses:		
4.	To Gifts			14.4.1	By Overseas		
5.	To Seminars and Conferences			14.4.2	By Domestic		
6.	To Sale of Publications			15.	By Staff:		
7.	To Income on Investments and deposits:			15.1	By Pay and Allowances		
7.1	To Income on Investments			15.2	By Retirement benefits		
7.2	To Income on Deposits			15.3.	By Other Benefits		
8.	To Loans:			15.4	By Travelling Expenses:		
8.1	To Government			15.4.1	By Overseas		

## OFFICIAL GAZETTE — GOVT. OF GOA

SERIES I No. 34

(EXTRAORDINARY No. 2)

24TH NOVEMBER, 2017

1	2	3	4	5	6	7	8
8.2	To Other (specify)			15.4.2	By Domestic		
9.	To Sale of Assets			16.	By Hire of Conveyance		
10.	To Sale on Investments			17.	By wages		
11.	To Recoveries from Pay bills			18.	By Overtime		
11.1	To Loans and Advances Principal Amount			19.	By Honorarium		
11.2	To Interest on Loans and Advances			20.	By Other office expenses		
11.3	To Miscellaneous			21.	By Expenditure on Research		
51.	To Other (specify)			22.	By Consultation Expenses		
				23.	By Seminars and conferences		
				24.	By Publications of Authority		
				25.	By Rent and Taxes		
				26.	By Interest on Loans		
				27.	By Promotional Expenses		
				28.	By Membership fee		
				29.	By Subscription		
				30.	By Purchase of Fixed Assets (specify)		
				31.	By Investments and Deposits:		
				31.1	By Investments		
				31.2	By Deposits		
				32.	By Security Deposits		
				33.	By Loans and Advances to:		
				33.1	By Employees:		
				33.1.1	By Bearing Interest		
				33.1.2	By not bearing Interest		
				33.2	By Supplier/Contractors		
				33.3	By others (specify)		
				34.	By Repayments of Loans		
				35.	By Others		
				35.1	By Leave Salary and Pension		
				35.2	Contribution		
				35.3	By Audit Fees		
				35.4	By Misc:		
				36.	By Balance Carried down:		
				36.1	By Bank		
				36.2	By Cash in hand		
Total					Total		

Chairperson (Signature)

Members(s) (Signature)

Secretary (Signature)

Officer-in-Charge (Finance and Accounts)

**Income and Expenditure Account**

For the Period 1st ..... to 31st .....

(In Rupees)

A/c code	Expenditure	Schedule	Current year as on	Previous year as on	A/c code	Income	Schedule	Current year as on	Previous year as on
1	2	3	4	5	1	2	3	4	5
13.	To Chairperson and Members				2.	By Fees, Charges and Fine	A		
13.1	To Pay and Allowances				2.1.	By Fees			
13.2	To Other benefits	C			2.2.	By Charges			
13.3	To Travelling Expenses				2.3	By Fines			
13.3.1	To Overseas				2.4	By Others (specify)			
13.3.2.	To Domestic				3.	By Grants	B		
14.	To Officers				3.1	By Accounts with Government			
14.1	To Pay and Allowances				3.2	By Others (specify)			
14.2	To Retirement benefits	D			4.	By Gifts			
14.3	To other benefits	C			5.	By Seminars and Conferences			
14.4	To Travelling Expenses				6.	By Sale of Publications			
14.4.1.	To Overseas				7.	By Income on Investments and Deposits			
14.4.2.	To Domestic				7.1	By Income on Investments			
15.	To Staff				7.2	By Income on Deposits			
15.1	To Pay and Allowances				11.2	By Interest on Loan and Advances			
15.2	To Retirement benefits	D			12.	By Miscellaneous Income			
15.3	To other benefits	C			12.1	By excess of Expenditure over income (Transferred to Capital Fund Account)			
15.4	To Travelling Expenses								
15.4.1.	By Overseas								
15.4.2.	To Domestic								
16.	To Hire of Conveyance								
17.	To Wages								

OFFICIAL GAZETTE — GOVT. OF GOA

SERIES I No. 34

(EXTRAORDINARY No. 2)

24TH NOVEMBER, 2017

1	2	3	4	5	1	2	3	4	5
18.	To Overtime								
19.	To Honorarium								
20.	To other office expenses	E							
21.	To Expenditure on Research								
22.	To Consultation expenses								
23.	To Seminars and Conference								
24.	To Publication of Authority								
25.	To Rent and Taxes								
26.	To Interest on Loans								
27.	To Promotional Expenses								
28.	To Membership fee	F							
29.	To Subscription	G							
35.	To Others								
35.1	To Leave Salary and Pension								
35.2.	Contribution								
35.3	To Audit Fees								
35.4	To Misc.								
37.	To Depreciation	H							
48.	To Loss on sale of assets								
49.	To Bad Debts Written off								
50.	To Provision for Bad and Doubtful debts To Excess of income over expenditure (Transferred to Capital Fund Account)								
Total						Total			

Chairperson (Signature)

Members(s) (Signature)

Secretary (Signature)

Officer-in-Charge (Finance and Accounts)

**Balance Sheet as on 31st (Month) (Year)**

A/c code	Liabilities	Schedule	Current year as on	Previous year as on	A/c code	Assests	Schedule	Current year as on	Previous year as on
1	2	3	4	5	1	2	3	4	5
40.	Funds	I			43.	Fixed assets	H		
40.1	Capital Fund Add Excess of Income over Expenditure/ /less excess of Expenditure over Income				43.1	Gross Block at Cost Less Cummulative Depreciation			
40.2	Other Funds (specify)				42.2	Net Block			
41.	Reserves	J			44.	Capital work- -in-Progress	M		
8.	Loan	K			31.	Investments and Deposits	N		
8.1	Government				31.1	Investments			
8.2	Others				31.2	Deposits			
42.	Current Liabilities and provisions	L			33.	Loan and Advances	O		
					3.1	Account with Government	S		
					45.	Sundry Debtors	P		
					36.	Cash and Bank Balances	Q		
					46.	Other Current Assets	R		
	Total					Total			
	Accounting Policies and Notes to	T							

*Instruction: (1)* The Schedules referred/referenced above shall be prepared by the Authority based on accounting principles followed by the State Government or as suggested by the Comptroller and Auditor General of India from time to time.

(2) The Schedules referred to above shall form an integral part of the Income and Expenditure Account or the Balance Sheet, as the case may be.

Chairperson (Signature)

Member(s) (Signature)

Secretary (Signature)

Officer-in-Charge (Finance and Accounts)

FORM "B"

[See sub-rule (1) of rule 4]

ANNUAL REPORT TO BE PREPARED BY AUTHORITY

A. Introduction:

- (i) Chairman's statement:
- (ii) Objectives:
- (iii) Important achievements:
- (iv) The year in review:
  - (a) Landmark decisions:
  - (b) Legislative work:
  - (c) Outreach programme:
- (v) Capacity building:
- (vi) International engagements:
- (vii) Impact on:
  - (a) Allottees:
  - (b) Promoters:
  - (c) Real Estate Agents:
  - (d) Economy:

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

I. In relation to Promoters:

Serial number	Name of promoter	Address of promoter	Description of project for which registration has been issued	Fees paid	Registration
(1)	(2)	(3)	(4)	(5)	(6)
Date of issue of registration	Date of which registration expires	Date of extension of registration with period of extension		Remark	
(7)	(8)	(9)	(10)		

II. In relation to Real Estate Agents:

Serial Number	Name of the Real Estate Agent	Address of Real Estate Agent	Registration fee paid	Registration number	Date of issue of registration certificate	Date on which registration certificate expires	Date and period of renewal of registration certificate	Remark
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)

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

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

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

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

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

Sr. No.	Subject	Steps taken	Results achieved
---------	---------	-------------	------------------

F. Statements on directions of the Authority and the penalty imposed for contraventions of the Act and the rules and regulation made thereunder and statement on interest and compensations ordered by the adjudicating officer:

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

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

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

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

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

(i) monetary penalties details of recovery of penalty imposed, details of penalty imposed but not recovered, total number of matters and total amount of monetary penalty levied;

(ii) matters referred to court - total number of matters referred to the court during the year, total number of matters disposed of by the court during the year, total number of matters pending with the court at the end of the year;

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

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

(i) interest and compensations-details of interest and compensation imposed, details of interest and compensation imposed but not paid, total number of matters and total amount of interest and compensations imposed, and

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

K. Appeals:

(i) Number of appeals filed against the orders of the Authority or the adjudicating officer in the year:

(ii) Number of appeals pending at the beginning of the year:

(iii) Appeals filed during the year:

(iv) Number of appeals allowed by the Appellate Tribunal during the year:

(v) Number of appeals disallowed by the Appellate Tribunal during the year:

(vi) Brief write up on the appeals allowed by the Appellate Tribunal:

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

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

(i) workshops, seminars and other interactions with public/experts/policy-maker/regulatory bodies on laws and policies relating to the real estate sector and for creating awareness on the same;

(ii) papers and studies published for advocacy on laws and policies relating to the real estate sector and for creating awareness on the same;

(iii) consultation papers published/placed on website of the Authority;

(iv) analytical papers prepared and examined;

(v) others.

N. Administration and establishment matters:

(i) report of the Secretary;

(ii) composition of the Authority;

(iii) details of Chairperson and Members appointed in the year and of those who demitted office;

(iv) details of adjudicating officers appointed in the year and those who demitted office;

(v) organizational structure;

(vi) a tabular statement containing information on personnel in the Authority, category-wise: sanctioned posts, posts filled up, vacancies, appointments made in the year etc.

O. Experts and consultants engaged: details of number of experts and consultants appointed in the year and of those who demitted office.

P. Employee welfare measures, if any, beyond the regular terms and conditions of employment, undertaken by the Authority.

Q. Budget and Accounts:

(i) budget estimates and revised estimates, under broad categories;

(ii) receipts under broad categories in the Real Estate Regulatory Fund established under sub-section (1) of section 75;

(iii) actual expenditure under broad categories;

(iv) balance available in the Real Estate Regulatory Fund under sub-section (1) of section 75;

(v) any other information.

R. International co-operation: A brief narrative of international co-operation, if any, undertaken by the Authority.

S. Capacity Building: A brief narrative of capacity building initiative undertaken including

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

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

(iii) expenditure of capacity building initiatives.

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

U. Right to Information: A brief narrative of

(i) number of applications received by Public Information Officer (PIO) and Assistant Public Information Officer (APIO) seeking information under the Right to Information Act, 2005 (Central Act 22 of 2005);

(ii) Number of applications for which information has been provided by PIO;

(iii) number of applications pending with PIO;

(iv) number of appeals filed before the First Appellate Authority against the order of PIO;

(v) number of appeals which have been disposed of by First Appellate Authority;

(vi) number of appeals pending with the First Appellate Authority;

(vii) number of applications/appeals not disposed of in the stipulated time frame.

Chairperson (Signature)

Member(s) (Signature)

By order and in the name of the Governor of Goa.

J. Ashok Kumar, IAS, Director & ex officio Addl. Secretary (Urban Development).

Panaji, 23rd November, 2017.

**Notification**

11/35/2017-DMA/2467

Whereas, the draft rules namely, the Goa Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on website) Rules, 2017, which the Government of Goa proposed to make in exercise of the powers conferred by sub-section (1) and clauses (a) to (k) and (p) of sub-section (2) of section 84 of the Real Estate (Regulation and Development) Act, 2016 (Central Act 16 of 2016), and all other powers enabling it in this behalf, were pre-published vide Notification No. 11/35/2017-DMA-1474, dated 22-8-2017, of the Department of Urban Development, in the Official Gazette, Series I No. 21, dated 24-8-2017 inviting objections and suggestions from all persons likely to be affected thereby before expiry of 10 days from the date of publication of the said Notification in the Official Gazette;

And whereas, the said Official Gazette was made available to the public on 24-8-2017;

And whereas, the said period for submitting suggestions/objections was extended upto 11-09-2017;

And whereas, the suggestions/objections received from the public on the draft rules within the stipulated period have been taken into consideration by the Government.

Now, therefore, in exercise of the powers conferred by sub-section (1) and clauses (a) to (k) and (p) of sub-section (2) of section 84 of the Real Estate (Regulation and Development) Act, 2016 (Central Act 16 of 2016) and all other powers enabling it in this behalf, the Government of Goa hereby makes the following rules, namely:—

## CHAPTER I

## Preliminary

1. *Short title and commencement.*— (1)

**These rules may be called the Goa 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) They shall come into force on the date of their publication in the Official Gazette.

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

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

(b) “Annexure” means Annexure A appended to these rules;

(c) “Apex Body” or “Federation” means an independent body formed by and consisting of all the Co-operative Societies registered under the Goa Co-operative Societies Act, 2001 (Goa Act 36 of 2001), Companies registered under the Companies Act, 2013 (Central Act 30 of 2013) or condominiums or any other legal entity, constituted by the allottees in various buildings with or without wings located within a layout, where each such co-operative society or company or condominium or any other legal entity, as the case may be, which cooperate in the maintenance and administration of common areas and amenities and facilities provided in the layout while independently retaining control of its own internal affairs and administration in respect of each of the buildings for which they are formed;

(d) “Appellate Tribunal” means the Goa Real Estate Appellate Tribunal established under sub-section (1) of section 43 and shall include its benches;

(e) “ASR” or “Annual Statement of Rates” means the rate of land as notified under the provisions of the relevant Act or rules framed thereunder;

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

(g) “authorised representative” means a person duly authorised by a party to a proceeding to present Application or to appear or plead on his behalf before the Authority or Appellate Tribunal or Adjudicating officer;

(h) “Authority” means the Goa Real Estate Regulatory Authority established under sub-section (1) of section 20;

(i) “Chairperson” means the Chairperson of the Authority;

(j) “Covered parking space” means an area provided with a roof as approved by the Competent Authority as per the applicable Development Control Regulations for parking of vehicles of the allottees which may be in basements and/or stilt and/or podium and/or space provided by mechanised parking arrangements but shall not include open parking;

(k) “disclosure” means the information and documents to be uploaded by the Promoter on the website of the Authority as well as the information and documents, which he is liable to give or produce or cause to be given and produced to the person intending to take or invest in project under the Act to the public at large through print media, electronic media, property exhibition and promotional event and shall also include the communication made to the Authority, either in physical or electronic form and includes the information, documents, etc., being made available;

(l) “Form” means the form appended to these Rules;

(m) “FAR or Floor Area Ratio” shall have the same meaning as assigned to it in the Building Rules or Building By-laws made by Competent Authority under any law for the time being in force;

(n) “Legal Practitioner” shall have the same meaning as is assigned to it in the Advocates Act, 1961 (Central Act 25 of 1961);

(o) “Member” means a Member of the Authority;

(p) “Phase of a Real Estate Project” means a building or a wing of the building in case of building with multiple wings or defined number of floors in a multistoreyed building/ /wing;

(q) “Plinth Area Rate” means the rates notified by the Public Works Department;

(r) “Redevelopment Scheme” means a scheme inter-alia providing for allotment of apartments in respect of rehabilitation or redevelopment of slum areas, pre-existing buildings, or cluster of buildings, as may be approved by the relevant competent authority under the provisions of this State or Central law or orders of the Government of Goa or Central Government;

(s) “regulations” means the regulations made by the Authority;

(t) “section” means a section of the Act;

(u) “statutory authority” means such authority who is invested with the powers under any law, rules or regulations of the Government of Goa or Central Government.

(2) Words and expressions used and not defined in these Rules but defined in the Act shall have the same meanings respectively assigned to them in the Act and the applicable local Act, Rules and Regulations.

## CHAPTER II

### Real Estate Project

3. *Other Information to be furnished by the promoter for the registration of real estate project.*— (1) The promoter shall furnish to the Authority such information as is required under the Act and documents, specified under sub-sections (1) and (2) of section 4 of the Act, for registration of the real estate project with the Authority.

(2) Without prejudice to the provisions of sub-rule (1), the promoter shall also furnish the following information and documents alongwith the Application under sub-section (1) of section 4 of the Act, namely:—

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

(b) name, photograph, contact details and address of the promoter, if he is an individual or authorized representative; or the name, photograph, contact details and address of the chairperson, partners, directors, members, as the case may be, and the authorized representative in case of other entities;

(c) a copy of the legal title report reflecting the flow of title of the owner or promoter to the land on which development is proposed, with authentication of such title by legal practitioner;

(d) where the promoter is not the owner of the land on which development is proposed, a copy of the collaboration agreement, development agreement, joint development agreement or any other form of agreement, as the case may be, entered into between the promoter and owner of the land, reflecting the consent of such owner and authenticated copies of legal title report reflecting the title of such owner, on the land proposed to be developed;

(e) the information relating to the encumbrances in respect of the land where the real estate project is proposed to be undertaken and the details regarding the proceedings which are sub-judice (if any) in respect of such land;

(f) (i) sanctioned plan where the project is being developed along with information relating to the FAR/TDR and other entitlements which are proposed to be utilized in accordance with the relevant Development Control Regulations for the time being in force, for carrying out such

sanctioned plan and the amenities and common facilities (including common areas, parking spaces) to be provided in accordance with the sanctioned plan;

(ii) the Proposed Plan, Proposed Layout Plan of the whole project and Floor Area Ratio proposed to be consumed in the whole project, as proposed by the promoter;

(iii) proposed Floor Area Ratio to be consumed and sanctioned Floor Area Ratio. In case the sanctioned Floor Area Ratio is different than what is proposed to be consumed by the promoter, then the proposed Floor Area Ratio shall be disclosed at the time of registration and as and when the additional Floor Area Ratio is sanctioned, the same shall be uploaded on the website of the Authority by the promoter from time to time;

(iv) proposed number of building(s) or wing(s) to be constructed and sanctioned number of the building(s) or wing(s). In case the sanctioned number of building(s) or wing(s) is different than what is proposed to be constructed by the promoter, then the proposed number of building(s) or wing(s) shall be disclosed at the time of registration and as and when the additional number of building(s) or wing(s) are sanctioned, the same shall be uploaded on the website of the Authority by the promoter from time to time;

(v) proposed number of floors in respect of each of the building or wing to be constructed and sanctioned number of floors in respect of each of the building or wing. In case the sanctioned number of floors is different than what is proposed to be constructed by the promoter, then the proposed number of floors shall be disclosed at the time of registration and as and when the additional number of floors are sanctioned, the same shall be uploaded on the website of the Authority by the promoter from time to time;

(vi) aggregate area in square meters of the recreation space;

(vii) the number of covered parking spaces;

(g) the particulars in respect of Architecture and Design Standards, type of Construction Technology, Earthquake Resistant Measures and the like to be adopted for Buildings and for Common Areas and of amenities/facilities in the Layout Plan of the real estate project;

(h) the nature of the organisation of allottees to be constituted and to which the title of such land parcels is to be conveyed and the specific local laws to govern such organisation of allottees on completion of real estate project;

(i) the interest/rights of third parties in the project like banks, Housing Finance Companies, Non Banking Finance Companies etc;

(j) the GST registration number under the Goa Goods and Services Tax Act, 2017 (Goa Act 4 of 2017);

(k) the nature of land as per the Goa Land Revenue Code, 1968 (Act 9 of 1969) and the rules framed thereunder; and the zone of land as per the Goa, Daman and Diu Town and Country Planning Act, 1974 (Act 21 of 1975) and the rules and notifications issued thereunder;

(l) the promoter shall also provide such other information and documents, as may be required by the Authority.

(3) The application for registration of a real estate project referred to in sub-section (1) of section 4 shall be made in Form 'I' hereto in writing by the promoter or his representative duly authorized by a letter of Authority or Board Resolution and shall be submitted in triplicate.

(4) As and when the web-based online system for submitting applications for registration of projects is operationalised by the Authority under sub-section (3) of section 4, the provisions of sub-rule (3) shall not apply.

(5) (a) At the time of application for registration, the promoter shall pay a

registration fee, calculated on the area of the land proposed to be developed at the rate of, rupees ten per square meter, subject to a minimum of rupees fifty thousand only and a maximum of rupees ten lakhs only.

(b) The fees for registration of real estate project shall be paid through NEFT or RTGS System or any other digital transaction mode.

(6) The declaration to be submitted under clause (l) of sub-section (2) of section 4 shall be in Form "II" hereto.

(7) The promoter may apply for withdrawal of application for registration of the real estate project before the expiry of the period of 30 days of its submission to Authority. In such cases, the registration fee to the extent of ten percent paid under sub-rule (5) above, or rupees fifty thousand, whichever is more, shall be retained as charges towards processing of application by the Authority and the remaining amount shall be refunded to the promoter within a period of thirty days from the date of such withdrawal.

(8) The promoter shall disclose,—

(a) land cost in the real estate project for the purposes of sub-clause (D) of clause (l) of sub-section (2) of section 4;

(b) cost of construction in real estate project for the purposes of sub-clause (D) of clause (l) of sub-section (2) of section 4;

(c) estimated cost of the real estate project.

4. *Disclosure by promoter of ongoing real estate project.*— (1) The promoter of an ongoing real estate project, for which completion certificate as provided by first proviso to sub-section (1) of section 3 has not been received shall submit application for registration of such project not later than three months from the date of commencement of these Rules.

*Explanation.*— The term “completion certificate” means such certificate, by whatever name called, which is issued by the competent authority under the provisions of the Goa Land Development and Building Construction Regulations, 2010, or any other law for the time being in force, after completion of real estate project.

(2) The Promoter shall disclose all details of ongoing real estate project, if any, as required under sub-section (1) and (2) of section 4 and rule 3 including the extent of development carried out till the date of application for registration, as per the last approved sanctioned plan of the project and the extent of development of common areas, amenities, etc. completed in respect of buildings along with expected period of completion of the ongoing real estate project. The promoter shall also disclose the original time period disclosed to the allottees, for completion of the project at the time of sale including the delay and the time period within which he undertakes to complete the pending project, which shall be commensurate with the extent of development already completed. The Promoter shall submit a certificate from the practicing project Architect certifying the percentage of completion of construction work of each of the building/wing of the project, a certificate from the Engineer for the estimated balance cost to complete the construction work of each of the building/wing of the project, and a certificate from a practicing Chartered Accountant, certifying the balance amount of receivables from the apartments/flats/ /premises sold or allotted and in respect of which agreement have been executed and estimated amount of receivables in respect of unsold apartments/flats/premises calculated at the prevailing ASR rate or as ascertained by a registered valuer on the date of issuance of such certificate.

(3) (a) The Promoter shall also disclose the number of the apartments sold or allotted to the allottees and further disclose the size of the apartment based on carpet area even if such apartments are sold earlier on any other

basis, such as super area, super built up area, etc.

(b) In case of plotted development, the promoter shall disclose the area of the plots sold to the allottees including extent of share of common areas and amenities, etc.

(4) The Promoter shall construct and develop real estate project in accordance with the sanctioned plan, and layout plans and specifications as approved by the Competent Authorities:

Provided that, the promoter developing a real estate project will be entitled to aggregate any contiguous land parcel through acquisition of ownership and title or by receiving development permission, including for re-development project and thereupon may also obtain phase-wise approvals from the relevant competent authorities to sanctioned plan under applicable laws, rules and regulations:

Provided also that, previous written consent of at least two-third of the allottees may not be necessary for implementation of the proposed plans/specifications as disclosed in agreement executed with the allottee prior to registration or for any alterations or additions or modifications in the sanctioned plans, layout plans and specifications of the buildings or common areas in the Real Estate Project which are required to be made by promoter in compliance of any direction or order, etc. issued by, the competent authority or statutory authority, under any law of the State of Goa or Central law for the time being in force.

5. *Withdrawal of amounts deposited in separate account.*— (1) With regard to the withdrawal of amount deposited under sub-clause (D) of clause (1) of sub-section (2) of section 4, the following provisions shall apply, namely:—

(a) for new project to be registered under the Act,—

(i) the promoter shall observe the provisions of sub-clause (D) of clause (I) of sub-section (2) of section 4;

(ii) for the purpose of amount to be withdrawn from time to time by the promoter from the separate account in which amount is deposited by promoter in respect of each real estate project to cover the cost of construction and land cost, the Promoter shall submit a self declaration to the scheduled bank operating such separate account that he had obtained the following three certificates:—

First, from the project Architect certifying the percentage of completion of construction work of each of the building/wing of the project;

Second, a certificate from the Engineer/Structural Engineer for the actual cost incurred on the construction work of each of the building/wing of the project; and

Third, a certificate from a practicing Chartered Accountant, for the cost incurred on construction and on the land. The practicing Chartered Accountant shall also certify the proportion of the cost incurred on construction and land cost to the total estimated cost of the project. The total estimated cost of the project multiplied by such proportion shall determine the maximum amount which can be withdrawn by the promoter from the separate account.

(iii) The promoter shall follow the aforesaid procedure at the time of every withdrawal from such separate account till completion certificate in respect of the project is obtained. On receipt of completion Certificate in respect of the project the entire balance amount lying in the separate account can be withdrawn by the promoter.

(b) For ongoing real estate project within the meaning of the first proviso to sub-section (1) of section 3 of the Act, in which all buildings or wings as per sanctioned plan have not received the completion

certificate; seventy percent of the amount to be realized from the allottees shall be deposited in such separate account, in accordance with the provisions of sub-clause (D) of clause (I) of sub-section (2) of section 4 of the Act:

Provided that, in the event where the estimated receivables of the ongoing project is less than the estimated cost of completion of the project, then 100% of the amount to be realized from the allottees shall be deposited in such separate account.

*Explanation I.*— In ascertaining the cost of completion of the project, the land cost shall include,—

(a) the costs incurred by the Promoter for acquisition of ownership and title of the land parcels proposed for the real estate project, including its lease charges, which shall also include overhead cost, marketing cost, legal cost and supervision cost;

(b) premium payable to obtain development or redevelopment rights;

(c) amount paid for acquisition of TDR;

(d) premium for grant of FAR, including additional FAR (if any), fungible FAR; and any other instruments permissible under the Goa Land Development and Building Construction Regulations, 2010;

(e) consideration payable to the outgoing developer to relinquish the ownership and title rights over such land parcels;

(f) amounts payable to Government of Goa or Competent Authority or any other Statutory Authority of the Government of Goa or Central Government, towards Stamp Duty, transfer charges, registration fees, etc.; and

(g) ASR linked premiums payable by any Promoter as per requirement of any Law, rules or regulations for obtaining right for

redevelopment of lands owned by Public Authorities.

*Explanation II.*— Where the promoter, due to inheritance, gift or otherwise, is not required to incur any cost towards acquisition of ownership and title of the land parcels proposed for the real estate project, the cost of land shall be reckoned on basis of the value of the land as ascertained from the ASR prepared under the provisions of the relevant Act, applicable on the date of registration of the real estate project or as ascertained by a Registered Valuer.

*Explanation III.*— The cost of construction for the purpose of sub-clause (D) of clause (I) of sub-section (2) of section 4, shall include all such costs, incurred by the Promoter, towards the on-site and off-site expenditure for the development of the Real Estate project including payment of taxes, fees, charges, premiums, interest etc. to any Competent Authority or Statutory Authority of the Central Government or Government of Goa under any laws or rules or regulations for the time being in force including principal sum and interest paid or payable to any financial institutions including scheduled banks or non-banking financial companies, etc. or money-lenders/financiers for the Real Estate Project.

*Explanation IV.*— In case of rehabilitation scheme undertaken under any specific local law of State of Goa or Central Government or rules or regulations made thereunder which requires onsite expenditures to be made before registration of real estate project, such as, expenditure towards clearance of land of encumbrances for temporary transit accommodation, construction of rehabilitation buildings and any other overhead costs besides payment of ASR linked premium, fees and charges, security deposits, etc. to any competent authority or statutory authority is so certified by an engineer or architect and a Chartered Accountant in practice, then such incurred expenditure may be included in cost of land by the Promoter.

6. *Grant or rejection of registration of the project*— (1) Upon granting registration to any real estate project under sub-clause (a) of clause (1) of section 5, the Authority shall issue to the Promoter a Registration Certificate with a project registration number in Form “III” hereto. The period for which registration shall be valid shall exclude such period where actual work could not be carried by the promoter as per sanctioned plan due to specific stay or injunction orders relating to the real estate project from any Court of law, or Tribunal, competent authority, statutory authority, high power committee, etc., or due to such mitigating circumstances as may be decided by the Authority:

Provided that, while deciding on such mitigating circumstances, the Authority shall give reasonable opportunity of being heard to the allottees and such other person, who in the opinion of the Authority, have interest in the project.

(2) Upon the rejection of an application under sub-clause (b) of clause (1) of section 5, the Authority shall inform the applicant in Form “IV” hereto as also to the concerned competent authority or statutory authorities.

7. *Extension of registration of the Real estate project*.— (1) An application for extension of the real estate project shall be made to the Authority, in Form “V” hereto along with an explanatory note setting out the grounds and reasons for delay in the completion of the real estate project and the need for extension, along with documents supporting such grounds and reasons:

Provided that, where extension of registration is due to force majeure the Authority may at its discretion waive the fee for such extension granted to any real estate project.

(2) The grant of extension of registration to a real estate project, shall be in Form “VI” hereto. The Authority shall supply a copy thereto to the Promoter and in case of rejection

of the application for extension of registration, the authority shall, after giving to the applicant an opportunity of being heard as provided in the second proviso to section 6, inform the promoter about the same, in Form "IV" hereto. The intimation thereof shall also be given to the respective competent authority and statutory authorities.

(3) The application for extension of Real Estate Project shall be accompanied with fee calculated on the area of land proposed to be developed at the rate of rupees ten per square meter, subject to a minimum of rupees fifty thousand only and a maximum of rupees ten lakhs only.

**8. Revocation of Registration of the project.**— (1) Upon revocation of registration of a project under section 7, the Authority shall inform the promoter and the concerned competent authority about such revocation in Form "IV" hereto.

(2) The registration granted to the promoter under section 5 shall not be revoked unless the Authority has given notice to the concerned competent authority which has granted approval to the real estate project and association of allottees (if any). In case the association of allottees is not formed, the Authority may in its discretion, also give notice to the allottees, to submit their say in that behalf. The Authority while facilitating the remaining development works to be carried out in accordance with the provisions of section 8 shall also take such measures as may be required to protect the interest/rights of other parties who through mortgage or other investments are interested in the real estate project, which are disclosed by the promoter on the Website of the Authority:

Provided further that, the Authority shall also give adequate opportunity of being heard to any party which through defined instrument of debt or equity have created third party interest in the real estate projects.

*Explanation.*— For the purposes of sub-rule (2), the party/parties shall include Scheduled

Banks, Housing Finance Companies, Insurance Companies, Non-Banking Finance Companies operating as Asset Finance Companies, Investment Companies, Loan Companies, Investment Finance Companies, Infrastructure Debt Funds, Micro-finance Institutions, Foreign Direct Investors, Private Equity Funds and the Real Estate Investment Trust.

**9. Formation of legal entity and transfer of title.**— The promoter shall enable the formation of an association or society or cooperative society as the case may be, of the allottees, or a federation of the same, under clause (e) of sub-section (4) of section 11 of the Act,—

(i) Where such legal entity of allottees is to be constituted for a single building not being part of a Layout; or in case of layout of more than one building or a wing of one building in the layout, the Promoter shall submit the application in that behalf to the Registrar for registration of the Co-operative Housing Society under the Goa Co-operative Societies Act, 2001 (Goa Act 36 of 2001) or to the registering authority specified under the statute under which such legal entity is proposed to be registered, within three months from the date on which at least fifty one percent of the total number of allottees in such a building or a wing have booked their apartment.

(ii) Where a Promoter is required to form an Apex Body either as a federation of separate and independent Co-operative Housing Society or Company or any other Legal Entity or as a Holding Company of separate and independent Co-operative Housing Society or company or any other Legal Entity, then the Promoter shall submit an application to the concerned Registrar for registration of the co-operative society or the company to form and register an Apex Body in the form of Federation or Holding entity consisting of all such entities in the Layout formed as per clause (i) above. Such application shall be made within a

period of three months from the date of the receipt of the occupancy certificate of the last of the building which was to be constructed in the Layout.

(iii) The allottees of the project shall comply with the requirements specified in the Goa Co-operative Societies Act, 2001 (Goa Act 36 of 2001) or such other statute to enable the promoter to complete and submit the application for registration of the legal entity.

(iv) If the promoter fails to enable the formation of the legal entity such as Co-operative Society or Company or Association or Federation, as the case may be, the Authority shall, by an order, direct the Promoter to apply for formation of such legal entity or may authorize the allottees to apply for formation of such legal entity independently.

10. *Agreement for Sale.*— (1) For the purpose of sub-section (2) of section 13, the agreement for sale shall be in conformity with the law in force, and shall be in accordance with the form of agreement at Annexure 'A' hereto. Nothing in this sub-rule shall be deemed to prevent the promoter to modify the model form of Agreement for sale at Annexure 'A' provided that such modification is in conformity with the provisions of sub-section (2) of section 13 of the Act and the rules and regulations made thereunder.

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

### CHAPTER III

#### Real estate agent

11. *Application for Registration by the real estate agent.*— (1) Every real estate agent

required to be registered as per sub-section (1) of section 9 shall make an application in Form 'VII' hereto to the Authority.

(2) The application under sub-rule (1) shall be accompanied with the following documents, namely:—

(a) brief details of enterprise including its name, registered address of place of business, type of enterprise (proprietorship firm, society, partnership, company etc.); Registration number, PAN, Aadhar Card No, DIN, as the case may be, under which returns are required to be filed with statutory authority;

(b) particulars of registration obtained under other laws, and rules and regulations, as the case may be, along with the authenticated copy of partnership deed, memorandum of association, articles of association, etc.;

(c) two recent coloured passport size photographs of the real estate agent, in case he is an individual and of all the partners, directors, members, trustees, etc. including the persons in service and who have been assigned the work of real estate agent, in case such real estate agent is a legal entity;

(d) authenticated copy of the proof of address of the principal place of business, number of branch offices, if any, along with contact details including telephone numbers, fax numbers and email address;

(e) details (if any) of all real estate projects and their promoters on whose behalf he has acted as real estate agent in preceding five years;

(f) details of all civil or criminal cases pending against him if is an individual or any of the partners, directors, members, trustees etc. in case of other entities;

(g) authenticated copies of all letter heads; rubber stamp images, acknow-

ledgement receipts proposed to be used by the real estate agent;

(h) such other information and documents, as may be specified by the Authority.

(3) (a) A fee of rupees ten thousand, in case applicant is an individual; and

(b) a fee of rupees one lakh, in other cases shall be paid through NEFT or RTGS System or any other digital transaction mode.

(4) The real estate agent upon being engaged by the promoter for a real estate project he shall maintain and preserve books of accounts, records and documents separately for each such real estate project.

12. *Grant of registration to the real estate agent or rejection of registration.*— (1) The Authority, may, within 30 days of receipt of application and after satisfying itself of the fulfilment of all conditions, issue a registration certificate with a registration number in Form 'VIII' hereto to the real estate agent.

(2) In case of rejection of the application, the Authority shall, after recording the reasons in writing inform the applicant in Form 'IX' hereto:

Provided that, no application for registration of a real estate agent shall be rejected unless the applicant has been given an opportunity of being heard in the matter by the Authority.

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

13. *Renewal of Registration of real estate agent.*— (1) A real estate agent to whom registration has been granted under section 9 shall make an application in Form 'X' hereto for renewal of his registration at least sixty days prior to the expiry of the registration. The application shall be accompanied with the same fees as referred in sub-rule (3) of rule 11.

(2) The real estate agent shall also submit all the updated documents set out in clauses (a) to (g) of sub-rule (2) of rule 11 at the time of application for renewal. In case of renewal of registration, the authority shall inform the real estate agent about the same in Form 'XI' hereto and in case of rejection of the application for renewal of registration the authority shall inform the real estate agent in Form 'IX' hereto:

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

(3) The renewal of registration of the real estate agent shall be granted provided that the real estate agent continues to comply with the provisions of the Act and the rules and regulations made thereunder.

(4) The renewal of registration granted to a real estate agent under this rule shall be valid for a period of five years from the date of its renewal.

14. *Obligations of registered real estate agent.*— (1) Every registered real estate agent shall prominently display number of his Registration Certificate at his principal place of business and at its branch offices.

(2) Every registered real estate agent shall quote his number of registration on all the documents relating to advertisement, marketing, selling or purchase issued by the real estate agent along with the number of registration certificate of the real estate project.

15. *Revocation of Registration of real estate agent.*— (1) Where any real estate agent who has been granted registration certificate commits breach of any terms and conditions specified therein or the provisions of the Act or rules and regulations made thereunder, or where the Authority is satisfied that such registration has been secured by the real estate agent through misrepresentation or

fraud, the Authority may, without prejudice to any other action under the law, either *suo-motu* or on an application or complaint from the promoter or allottee, revoke the registration or suspend the same for such period as the Authority thinks fit and inform all the promoters:

Provided that, no such revocation or suspension of registration shall be made by the Authority unless an opportunity of being heard has been given to the real estate agent.

(2) Where the Authority revokes the registration it shall intimate about the same to the concerned real estate agent in Form 'IX' hereto:

Provided that, on the revocation of the registration by the Authority of any real estate agent; no fresh application for grant of registration shall be made before expiry of six months from the date of such revocation.

16. *Maintenance and preservation and production of books of accounts, records and documents.*— Every registered real estate agent shall maintain and preserve such books of accounts, records and documents as he may be required in accordance with the provisions of the Income Tax Act, 1961 (Central Act 43 of 1961) or the Companies Act, 2013 (Central Act 18 of 2013) or under any other law applicable for the time being in force or rules and regulations framed thereunder and will be required to produce them for inspection if so needed for grant or renewal of the registration.

17. *Other functions of a real estate agent.*—  
(1) The real estate agent shall provide assistance to enable the allottee and promoter of each real estate project, to exercise their respective rights and fulfil their respective obligations at the time of marketing and selling, purchase and sale of any plot, apartment or building, as the case may be.

(2) The real estate agent shall not involve himself in any unfair trade practices, namely:—

(i) making any statement, whether orally or in writing or by visible representation which—

(a) falsely or knowingly represents that services or amenities are of a particular standard or grade;

(b) represents that the Promoter or himself has approval or affiliation which such promoter or himself does not have;

(c) makes a false or misleading representation concerning the services which the promoter does not have;

(ii) permitting the publication of any advertisement whether in any newspaper or other media, of services that are not intended to be offered by the promoter.

(3) The real estate agent shall,—

(i) facilitate the possession of all the information and documents, as the allottee, is entitled to, at the time of booking of any plot, apartment or building as the case may be.

(ii) discharge such other functions as specified by the Authority.

#### CHAPTER IV

##### Rate of Interest payable by Promoter and Allottee and Timelines for Refund

18. *Rate of interest payable by the promoter and the allottee.*— The rate of interest payable by the promoter and the allottee shall be the State Bank of India highest Marginal Cost of Lending Rate plus two percent:

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

19. *Timelines for refund.*— The refund of any amount which is payable by the promoter to

allottee along with the applicable interest and compensation, if any, under the Act or the Rules and Regulations, shall be made by the Promoter to the allottee within thirty days from the date on which such refund along with applicable interest and compensation, becomes due and payable to the allottee:

Provided that, every instance thereof shall be reported by the concerned promoter within thirty days to the Authority.

## CHAPTER V

Details to be published on the Website of Authority

20. *Details to be published on the website regarding real estate projects.*— (1) For the purpose of clause (b) of section 34, the Authority shall ensure that all the disclosures made by the promoters to the Authority with regard to the Real Estate project for which registration has been given, are made available on its website.

21. *Details to be published on the website regarding real estate agents.*— For the purpose of clause (d) of section 34, the Authority shall ensure that the following information shall be made available on its website in respect of each real estate agent registered with it or whose application for registration has been rejected or revoked:—

(a) For real estate agents registered with the Authority:—

(i) registration number and the period of validity of the registration of the real estate agent with the Authority;

(ii) brief details of his enterprise including its name, registered address, type of enterprise (proprietorship, society, partnership, company, etc.);

(iii) particulars of registration including the bye-laws, memorandum of association, articles of association, etc., as the case may be;

(iv) photograph of the real estate agent if he is an individual and the photographs of the partners, directors, etc. in case of other persons;

(v) authenticated copy of the address proof of the place of business and the contact address, contact numbers and email-ids of the real estate agent and other officials responsible.

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

(i) registration number and the period of validity of the registration of the real estate agent with the Authority;

(ii) brief details of his enterprise including its name, registered address, type of enterprise (proprietorship, society, partnership, company, etc.);

(iii) photograph of the real estate agent if it is an individual and the photographs of the partners, directors, etc. in case of other persons.

(c) such other information or documents as the Authority may, from time to time, require the promoter to submit.

22. *Obligation of the Authority to ensure cyber security of its website.*— The Authority shall ensure adequate measure to ensure cyber security of its Website a back-up, in digital form, of the contents of its Website in terms of this rule, and ensure that such back-up is updated on the last day of every month. The Authority shall maintain and update its Website and observe provisions of the Information Technology Act, 2000 (Central Act 21 of 2000) and the Right to Information Act, 2005 (Central Act 22 of 2005).

FORM 'T'

[See rule 3(3)]

APPLICATION FOR REGISTRATION OF PROJECT

To,

The Goa Real Estate Regulatory Authority

Sir,

I/We hereby apply for the grant of registration of my/our project to be set up at \_\_\_\_\_ Taluka/City situated in State of Goa.

1. The requisite particulars are as under:—

(i) Status of the applicant, whether individual/company/proprietorship firm/societies/partnership firm;

(ii) In case of individual –

(a) Name

(b) Father's Name

(c) Occupancy

(d) Permanent address

(e) Photograph

(f) Contact Details (Phone number, mobile number, E-mail, Fax number etc.)

OR

In case of firm/societies/trust/companies/limited liability partnership/competent authority

(a) Name

(b) Address

(c) Copy of registration certificate

(d) Main objects

(e) Name, photograph and address of chairman of the governing body/partners/directors etc.

(f) Contact Details (Phone number, mobile number, E-mail, Fax number etc.)

(iii) PAN No. ....;

(iv) Name and address of the bank or banker with which account in terms of section 4 (2)(I)(D) of the Act will be maintained .....

(v) Details of project land held by the applicant .....

(vi) brief details of the projects launched by the promoter in the last five years, whether already completed or being developed, as the case may be, including the current status of the said projects, any delays in completion, details of cases pending, details of type of land and payments pending etc.

.....

(vii) Agency to take up external development works ..... (PWD/Electricity Dept/Local Authority /Self Development);

(viii) Registration fee for an amount of Rs. ..../- calculated as per sub-rule (5) of rule 3;

(ix) Any other information the applicant may like to furnish.

2. I/we enclose the following documents in triplicate, namely:-

(i) authenticated copy of the PAN card of the promoter and a letter of authority or Board Resolution, in case the promoter not being an individual;

(ii) estimated cost of real estate project as defined in section 2 (v) of the Act;

(iii) copy of the legal title report reflecting the flow of title of the promoter to the land on which development is proposed to be developed with authentication of such title, if such land is owned by another person;

(iv) the details of encumbrances on the land on which development is proposed including any rights, title, interest, dues, litigation, details relating to mortgage/charge created for the project land for the facility taken by the applicant or any third party and name of any party in or over such land or nil encumbrance certificate from Registration Department or an advocate having experience of ten years or from revenue authority not below the rank of Mamlatdar;

(v) where the promoter is not the owner of the land on which development is proposed, copy of the collaboration agreement, development agreement, joint development agreement or any other agreement, as the case may be, entered into between the promoter and such owner, reflecting the consent of the owner of the land and authenticated copies of title report reflecting the title of such owner, on the land proposed to be developed;

(vi) an authenticated copy of the approvals and/or commencement certificate from the competent authority or Construction Licence from the Local Authorities 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 or Construction Licence from the Local Authorities for each of such phases;

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

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

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

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

(xi) Proposed Floor Area Ratio Space Index to be consumed and sanctioned Floor Space Index. In case the sanctioned Floor Area Ratio is different than what is proposed to be consumed by the promoter from time to time, then the proposed Floor Area Ratio Space Index shall be disclosed at the time of registration and as and when the Floor Area Ratio Space Index is sanctioned, the same shall be uploaded on the website of the Authority by the Promoter from time to time.

(xii) Proposed Number of building(s) or wing(s) to be constructed and sanctioned number of the building(s) or wing(s). In case the sanctioned Number of building(s) or wing(s) is different than what is proposed to be constructed by the promoter, then the proposed Number building(s) or wig(s) shall be disclosed at the time of registration and as and when the Additional Number of building(s) or wing(s) are sanctioned, the same shall be uploaded on the website of the Authority by the Promoter from time to time.

(xiii) Proposed Number of Floors in respect of each of the building or wing to be constructed and sanctioned Number of Floors in respect of each of the building or wing. In case the sanctioned Number of

Floors is different than what is proposed to be constructed by the promoter, then the proposed Number of Floors shall be disclosed at the time of registration and as and when the Additional Number of Floors are sanctioned, the same shall be uploaded on the website of the Authority by the Promoter from time to time.

(xiv) Aggregate area in square meters of the recreation open space .

(xv) the plan of proposed development works to be executed in the proposed project and the proposed facilities to be provided thereof including fire fighting facilities, drinking water facilities, emergency evacuation services, use of renewable energy, the particulars in respect of Architecture and Design Standards, Type of Construction Technology, Earthquake Resistant Measures and the like, to be adopted for Buildings and for Common Areas and of amenities/facilities in the Layout Plan of the real estate project;

(xvi) proforma of the allotment letter and agreement for sale, to be signed with the allottees and the conveyance deed proposed to be signed with the nature of organisation of allottees to be constituted namely societies/federation/common organization of allottees/federation of common organization;

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

(xviii) the number and areas of covered parking for sale in the proposed project to be provided at basements, stilts podium or independent structure or parking provided by mechanised parking arrangement;

(xix) the number of covered or open parking areas in the real estate project;

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

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

(xxii) a declaration in Form 'B'.

(xxiii) For ongoing project the Promoter shall submit a certificate from the project Architect certifying the percentage of completion of construction work of each of the building/wing of the project, a certificate from the Engineer for the estimated balance cost to complete the construction work of each of the building/wing of the project, and a certificate from a practicing Chartered Accountant, for the estimated balance cost to complete the project. The promoter shall submit a certificate from a practicing Chartered Accountant, certifying the balance amount of receivables from the apartments/flats/premises sold or allotted and in respect of which agreement have been executed and estimated amount of receivables in respect of unsold apartments/flats/premises calculated at the prevailing ASR rate or the rate certified by the Registered Valuer, on the date of certificate.

(xxiv) The Promoter shall disclose all details of ongoing real estate project including the extent of development carried out till date as per the last approved sanctioned plan of the project and the extent of development of common areas, Amenities etc. completed in respect of Buildings along with expected period of completion of the on-going real estate project. The promoter shall also disclose the original time period disclosed to the allottees, for completion of the project at the time of sale including the delay and the time period within which he undertakes to complete the pending project, which shall be commensurate with the extent of development already completed.

(xxv) For ongoing projects, the Promoter shall disclose the number of the apartments sold or allotted to the allottees and further disclose the size of the apartment based on carpet area even if earlier sold on any other basis such as super area, super built up area etc. which shall not affect the validity of the agreement entered into between the promoter and the allottee to that extent.

(xxvi) In case the promoter has created third party interests in respect of the real estate project, the names and addresses of such persons in whose favour such interests have been created.

3. I/We solemnly affirm and declare that the particulars given in herein are correct to my/our knowledge and belief.

Dated:

Place:

Yours faithfully,  
Signature and seal (if any) of the applicant(s)

FORM 'II'

[See rule 3(6)]

FORM OF DECLARATION, SUPPORTED BY AN AFFIDAVIT, WHICH SHALL BE SIGNED BY THE PROMOTER OR ANY PERSON AUTHORIZED BY THE PROMOTER

(To be submitted in stamp paper of value not less than Rs. 500/-)

#### **Affidavit cum Declaration**

Affidavit cum Declaration of Mr./Ms. .... promoter of the project named ..... /duly authorized by the promoter of the proposed project, vide its/his/their authorization No. .... dated .....; I, Sh. .... son/daughter of ..... aged ..... Indian national, promoter of the proposed project/duly authorized by the promoter of the proposed project do hereby solemnly declare, undertake and state as under:

(1) That I/promoter have/has a legal title Report to the land on which the development of the project is proposed

OR

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

AND

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

(2) That the project land is free from all encumbrances.

OR

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

(3) That the time period within which the project shall be completed by me/promoter from the date of registration of project; is .... /.... /.... ;

(4) (a) For new projects: That seventy per cent of the amounts realised by me/promoter for the real estate project from the allottees, from time to time, shall be deposited in a separate account to be maintained in a scheduled bank to cover the cost of construction and the land cost and shall be used only for that purpose.

(b) For ongoing project on the date of commencement of the Rules—

(i) That seventy per cent of the amounts to be realised hereinafter by me/promoter for the real estate project from the allottees, from time to time, shall be deposited in a separate account to be maintained in a scheduled bank to cover the cost of construction and the land cost and shall be used only for that purpose.

OR

(ii) That entire amounts to be realised hereinafter by me/promoter for the real estate project from the allottees, from time to time, shall be deposited in a separate account to be maintained in a scheduled bank to cover the cost of construction and the land cost and shall be used only for that purpose, since the estimated receivable of the project is less than the estimated cost of completion of the project.

(5) That the amounts from the separate account shall be withdrawn in accordance with section 4 (2) (I) (D) read with rule 5 of the Goa Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on Website) Rules, 2017.

(6) That I/the promoter shall get the accounts audited within six months after the end of every financial year by a practicing Chartered Accountant, and shall produce a statement of accounts duly certified and signed by such practicing Chartered Accountant, and it shall be verified during the audit that the amounts collected for a particular project have been utilised for the project and the withdrawal has been in compliance with the proportion to the percentage of completion of the project.

(7) That I/the promoter shall take all the pending approvals on time, from the competent authorities.

(8) That I/the promoter shall inform the Authority regarding all the changes that have occurred in the information furnished under sub-section (2) of section 4 of the Act and under rule 3 of the said Rules, within seven days of the said changes occurring.

(9) That I/the promoter have/has furnished such other documents as have been prescribed by the rules and regulations made under the Act.

(10) That I/the promoter shall not discriminate against any allottee at the time of allotment of any apartment, plot or building, as the case may be.

Solemnly affirmed on ..... day of ..... 20 ..... at .....

Deponent

Verification

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

Verified by me at ..... on this ..... day of ..... 20 .....

Deponent

FORM 'III'

[See rule 6(1)]

#### REGISTRATION CERTIFICATE OF PROJECT

This registration is granted under section 5 of the Act to the following project under project registration number:

(Specify Details of Project including the project address);

(1) (in the case of an individual) Mr./Ms. son of Mr./Ms. Taluk/District/City situated in State of Goa;

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

(2) This registration is granted subject to the following conditions, namely:

(i) The promoter shall enter into an agreement for sale with the allottees;

(ii) The promoter shall execute and register a conveyance deed in favour of the allottee or the association of the allottees, as the case may be, of the apartment or the common areas as per rule 9 of the Goa Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on Website) Rules, 2017;

(iii) The promoter shall deposit seventy percent of the amounts realised by the promoter in a separate account to be maintained in a schedule bank to cover the cost of construction and the land cost to be used only for that purpose as per sub-clause (D) of clause (I) of sub-section (2) of section 4 read with rule 5 of said Rules, 2017;

OR

That entire amount to be realised hereinafter by me/promoter for the real estate project from the allottees, from time to time, shall be deposited in a separate account to be maintained in a scheduled bank to cover the cost of construction and the land cost and shall be used only for that purpose, since the estimated receivable of the project is less than the estimated cost of completion of the project.

(iv) The Registration shall be valid for a period commencing from date of registration and ending with .../.../... unless extended by the Goa Real Estate Regulatory Authority in accordance with section 6 of the Act read with rule 7 of said Rules, 2017;

(v) The promoter shall comply with the provisions of the Act and the rules and regulations made thereunder;

(vi) That the promoter shall take all the pending approvals from the competent authorities

(3) If the above mentioned conditions are not fulfilled by the promoter, the Authority may take necessary action against the promoter including revoking the registration granted herein, as per the provisions of the Act and the rules and regulations made there under.

Dated:

Place:

Signature and seal of the Authorized Officer

Goa Real Estate Regulatory Authority

FORM 'IV'

[See rule 6(2), rule 7(2), rule 8(1)]

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

From:

The Goa Real Estate Regulatory Authority,

To

Application/Registration No.: .....

Dated: .....

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

OR

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

OR

You are hereby informed that the registration granted to your project is hereby revoked for the reasons set out below:—

(state the reasons here)

Place:

Dated:

Signature and seal of the Authorized Officer  
Goa Real Estate Regulatory Authority

FORM 'V'

[See rule 7(1)]

APPLICATION FOR EXTENSION OF REGISTRATION OF PROJECT

From:

\_\_\_\_\_  
\_\_\_\_\_

To

The Goa Real Estate Regulatory Authority,

\_\_\_\_\_  
\_\_\_\_\_

Sir,

I/We hereby apply for extension of registration of the following project: .....  
registered with the regulatory authority vide project registration certificate bearing No. ....  
which expires on .....

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

(i) Rupees ..... as fees for extension as provided under sub-rule (3) of rule 7;

(ii) Authenticated copy of proposed Plan of the project showing the stage of development works undertaken till date;

(iii) Explanatory note regarding the state of development works in the project and reason for not completing the development works in the project within the period declared in the declaration submitted in Form 'II' at the time of making application for the registration of the project:

(state the reasons here);

(iv) Authenticated copy of the permission/approval from the competent authority which is valid for a period which is longer than the proposed term of extension of the registration sought from the regulatory authority; (i) The original project registration certificate; and (ii) Any other information as may be specified by regulations.

Place:

Dated:

Yours faithfully,  
Signature and seal (if any) of the applicant(s)

FORM 'VI'  
[See rule 7(2)]

CERTIFICATE FOR EXTENSION OF REGISTRATION OF PROJECT

This extension of registration is granted under section 6 of the Act, to the following project:  
..... registered with the regulatory authority vide project registration certificate bearing No. .... of

1. (in the case of an individual) Mr./Ms. son of Mr./Ms. .... Taluk ..... District ..... /City situated in State of Goa; OR (in the case of a firm/society/company/competent authority) firm/society/company/competent authority having its registered office/principal place of business at.

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

(i) The promoter shall execute and register a conveyance deed in favour of the allottee or the association of the allottees, as the case may be, of the apartment or the common areas as per section 17 of the Act.

(ii) The promoter shall deposit seventy percent of the amounts realised by the promoter in a separate account to be maintained in a schedule bank to cover the cost of construction and the land cost to be used only for that purpose as per sub-clause (D) of clause (I) of sub-section (2) of section 4

OR

(ii) That entire of the amounts to be realised hereinafter by me/promoter for the real estate project from the allottees, from time to time, shall be deposited in a separate account to be maintained in a scheduled bank to cover the cost of construction and the land cost and shall be used only for that purpose, since the estimated receivable of the project is less than the estimated cost of completion of the project.

(iii) The registration shall be valid for a period of ..... months/year commencing from ..... and ending with ..... unless extended by the Goa Real Estate Regulatory Authority in accordance with section 6 read with rule 7 of the Act;

(iv) The promoter shall comply with the provisions of the Act and the rules and regulations made there under;

(v) That the promoter shall take all the pending approvals from the competent authorities

(vi) If the above mentioned conditions are not fulfilled by the promoter, the regulatory authority may take necessary action against the promoter including revoking the registration granted herein, as per the Act provisions of the Act and the rules and regulations made there under.

Dated: \_\_\_\_\_ Signature and seal of the Authorized Officer  
Place: \_\_\_\_\_ Goa Real Estate Regulatory Authority

FORM 'VII'  
[See rule 11(1)]

APPLICATION FOR REGISTRATION OF REAL ESTATE AGENT

To  
The Goa Real Estate Regulatory Authority

\_\_\_\_\_  
\_\_\_\_\_

Sir,

I/We apply for the grant of registration as a real estate agent to facilitate the sale or purchase of any plot, apartment or building, as the case may be, in real estate projects registered in the ..... State of Goa in terms and the rules and regulations made there under,

(1) (in the case of an individual) Mr./Ms. .... son of Mr./  
/Ms. .... Taluka ..... District ..... State .....

OR

(in the case of a firm/society/company)..... firm/society/company ..... having its  
registered office/principal place of business at .....

(2) The requisite particulars are as under:

(i) Status of the applicant, whether individual/company/proprietorship firm/societies/partnership firm/  
/limited liability partnership;

(ii) In case of individual—

(a) Name:

(b) Father's Name:

(c) Occupancy:

(d) Permanent address:

(e) Photograph:

OR

In case of firm/societies/companies

(a) Name:

(b) Address:

(c) Copy of registration certificate:

(d) Major activities:

(e) Name, photograph and address of partners/directors etc.

(iii) particulars of registration including the bye-laws, memorandum of association, articles of  
association etc. as the case may be;

(iv) authenticated copy of the address proof of the place of business, number of branch offices if any  
along with contact details including Telephone Numbers, Fax numbers and e-mail address;

(v) Details of registration in any other State or Union territory;

(vi) particulars of registration obtained under other laws, and rules and regulations, as the case may  
be, along with the authenticated copies of partnership deeds, memorandum of association, article of  
association etc.

(vii) colour photographs of the real estate agent, if an individual and of all the partners, directors,  
trustees, etc. including persons in service or assigned work expected on the real estate agent, in case of  
other entities;

(viii) income tax returns for last three financial years preceding the application or in case the applicant  
was exempted from filing returns in any of the three year preceding the application, a declaration to such  
effect;

(ix) details (if any) of all real estate projects and their promoters on whose behalf he has acted as real  
estate agent in preceding 5 years;

(x) details of civil and criminal cases pending against him if an individual or any of the partners,  
directors, members, trustees, etc. in case of other entities;

(xi) self-certified copies of all letter heads, rubber stamp images, acknowledgement receipts proposed to be used by the real estate agent;

(xii) such other information as may be specified by regulations of the Authority;

(xiii) whether the registration of the applicant has, at any time been revoked or suspended by the Authority? If so, the details thereof. In case the applicant was a director or manager of a body corporate, state whether the registration of such body corporate has been revoked or suspended at any time.

(xiv) any other information the applicant may like to furnish.

(3) I/we enclose the following documents along with, namely:—

(i) Rs. .... as registration fee;

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

(iii) authenticated copy of the registration as a real estate agent in any other State or Union territory, if applicable;

(4) I/we solemnly affirm and declare that the particulars given herein are correct to my/our knowledge and belief.

Dated:

Place:

Yours faithfully,

Signature and seal (if any) of the applicant(s)

FORM 'VIII'

[See rule 12(1)]

REGISTRATION CERTIFICATE OF REAL ESTATE AGENT

(1) This registration certificate is granted under section 9 with registration No. .... to (in the case of an individual) Mr./Ms. .... son of Mr./Ms. .... Taluka ..... District ..... State .....

OR

(in the case of a firm/society/company) ..... firm/society/company ..... having its registered office/principal place of business at ..... to act as a real estate agent to facilitate the sale or purchase of any plot, apartment or building, as the case may be, in real estate projects registered in the ..... State of Goa in terms of the Act and the rules and regulations made thereunder,

(2) This registration is granted subject to the following conditions, namely:—

(i) The real estate agent shall not facilitate the sale or purchase of any plot, apartment or building, as the case may be, in a real estate project or part of it, being sold by the promoter which is required but not registered with the regulatory authority;

(ii) The real estate agent shall maintain and preserve such books of account, records and documents as provided under rule 16 of the Goa Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on website) Rules, 2017;

(iii) The real estate agent shall not involve himself in any unfair trade practices as specified under clause (c) of section 10 read with Rule 17(2) of the said Rules;

(iv) The real estate agent shall provide assistance to enable the allottee and promoter to exercise their respective rights and fulfill their respective obligations at the time of booking and sale of any plot, apartment or building, as the case may be.

(v) The real estate agent shall comply with the provisions of the Act and and the rules framed there under;

(vi) The real estate agent shall discharge such other functions as may be specified by the regulatory authority by regulations;

(3) The registration is valid for a period of five years commencing from ..... and ending with ..... unless renewed by the said Authority in accordance with the provisions of the Act and the rules framed thereunder.

(4) If the above mentioned conditions are not fulfilled by the real estate agent, the said Authority may take necessary action against the real estate agent including revoking the registration granted herein, as per the Act and the rules and regulations made there under.

Dated:

Place:

Signature and seal of the Authorized Officer  
Goa Real Estate Regulatory Authority

FORM 'IX'

[See rule 12(2), 13(2), 15(2)]

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

From:

The Goa Real Estate Regulatory Authority,  
.....  
.....

To

.....  
.....

Application/Registration No.: .....

Dated: .....

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

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

You are hereby informed that the registration granted to you as real estate agent is hereby revoked for the reasons set out (strike out which is not applicable) .....

Place:

Dated:

Signature and seal of the Authorized Officer  
Goa Real Estate Regulatory Authority

FORM 'X'

[See rule 13(1)]

APPLICATION FOR RENEWAL OF REGISTRATION OF REAL ESTATE AGENT

From:

.....  
.....

To

The Goa Real Estate Regulatory Authority,

.....  
.....

Sir,

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

As required I/We submit the following documents and information, namely:-

(i) Rupees ..... as renewal fee;

(ii) The original registration certificate; and

(iii) Status of the applicant, whether individual/company/proprietorship firm/societies/partnership firm/limited liability partnership;

(iv) In case of individual-

(a) Name:

(b) Father's Name:

(c) Occupation:

(d) Permanent address:

(e) Photograph:

OR

In case of firm/societies/companies

(a) Name:

(b) Address:

(c) Copy of registration certificate:

(d) Major activities:

(e) Name, photograph and address of partners/directors:

(v) income tax returns filed under the provisions of the Income Tax Act, 1961 for three financial years preceding the application or in case the applicant was exempted from filing returns under the provisions of the Income Tax Act, 1961 for any of the three year preceding the application, a declaration to such effect;

(vi) particulars of registration including the bye-laws, memorandum of association, articles of association, etc. as the case may be;

(vii) authenticated copy of the address proof of the place of business;

(viii) Details of registration in any other State or Union territory;

(ix) Any other information as specified by regulations.

Dated:

Place:

Yours faithfully,

Signature and seal (if any) of the applicant(s)

FORM 'XI'

[See rule 13(2)]

RENEWAL OF REGISTRATION OF REAL ESTATE AGENT

(1) This renewal of registration is granted under section 9 to (in the case of an individual) Mr./Ms. ....son of Mr./Ms. .... Taluka ..... District ..... State .....

OR

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

(2) This renewal of registration is granted subject to the following conditions, namely:-

(i) The real estate agent shall not facilitate the sale or purchase of any plot, apartment or building, as the case may be, in a real estate project or part of it, being sold by the promoter which is required but not registered with the regulatory authority;

(ii) The real estate agent shall maintain and preserve such books of account, records and documents as provided under rule 16 of the Goa Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on Website) Rules, 2017;

(iii) The real estate agent shall not involve himself in any unfair trade practices as specified under clause (c) of section 10 read with Rule 17(2) of the said Rules;

(iv) The real estate agent shall facilitate the possession of all documents, as the allottee is entitled to, at the time of booking of any plot, apartment or building, as the case may be.

(v) The real estate agent shall provide assistance to enable the allottee and promoter to exercise their respective rights and fulfill their respective obligations at the time of booking and sale of any plot, apartment or building, as the case may be.

(vi) The real estate agent shall comply with the provisions of the Act and the rules and regulations made thereunder;

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

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

Dated:

Place:

Signature and seal of the Authorized Officer  
Goa Real Estate Regulatory Authority

ANNEXURE 'A'

Model Form of Agreement to be entered into between Promoter and Allottee(s)

[See rule 10(1)]

EXPLANATORY NOTE

This is a model form of Agreement, which may be modified and adapted in each case having regard to the facts and circumstances of respective case but in any event, matter and substance mentioned in those clauses, which are in accordance with the statute and mandatory according to the provisions of the Act shall be retained in each and every Agreement executed between the Promoter and Allottee. Any clause in this agreement found contrary to or inconsistent with any provisions of the Act, Rules and Regulations would be void ab-initio.

Model Form of Agreement

This Agreement made at ..... this ..... day of ..... in the year Two Thousand and ..... between ..... having address at ..... hereinafter referred to as "the Promoter of the one part and (.....) having address at .....hereinafter referred to as " the Allottee" ( ..... ) of the other part.

WHEREAS by an Agreement/Conveyance dated ..... day of ..... 20 ..... and executed between ..... of the one part (hereinafter referred to as " the Vendor") and the Promoter of the other part, the Vendor agreed with the Promoter for the absolute sale to the Promoter/sold absolutely to the Promoter an immovable property being piece or parcel of freehold land bearing Survey No. .... lying and being survey No. chalta No. at ..... in the survey No./chalta No. Registration sub-District of ..... admeasuring ..... sq. mts. or thereabouts more particularly described in the Schedule hereunder written (hereinafter referred to as "the project land").

OR

WHEREAS by and under a Lease / an Agreement for Lease dated the ..... day of ..... 20 ..... made between ..... of the One Part (hereinafter referred to as " the Lessor" ) and the Promoter of the Other Part, the Lessor agreed to grant unto the Promoter a lease in perpetuity/for a term of ..... years in respect of a piece or parcel of leasehold land situated at ....., admeasuring ..... sq.m. or thereabouts more particularly described in the Schedule hereunder written (hereinafter referred to as " the project land") at a rent of Rs. .... per annum/month and on the terms and conditions contained in the said Lease Deed/ /Agreement for Lease.

AND WHEREAS the lease Deed/Agreement for Lease, is with the benefit and right to construct any new building/s if so permitted by the concerned competent authority.

OR

WHEREAS by an Agreement dated ..... day of 20 ...../Power of Attorney dated ..... executed between Shri. .... (hereinafter referred to as "the Original Owner") of the One Part and the Promoter of the Other Part (hereinafter referred to as "the Development Agreement"), the Original Owner granted to the Promoter, development rights to the piece or parcel of freehold land lying and being at ..... in the Registration Sub-District of ..... admeasuring ..... sq. mts., or thereabouts more particularly described in the Schedule hereunder written (hereinafter referred to as "the project land') and to construct thereon building/s in accordance with the terms and conditions contained in the Development Agreement/ /Power of Attorney;

OR

(Give Complete Recital of the Title of the Promoter to the plot on which promoter proposes to construct and sale the Apartment)

AND

(Also specify

(i) Any covenants affecting the said property.

(ii) Any impediments attached to the said property.

(iii) Number and Area occupied by Tenants and how they are proposed to be settled so as to have clear possession of the said property.

(iv) Details of illegal encroachment on the said property.

(v) Any permission (if any) required from any Government or Authority which affects the title to the property and details of all such required permissions obtained.

(vi) Details of mortgage or lien or charge on the said property.)

AND WHEREAS the Promoters are entitled and authorised to construct buildings on the project land in accordance with the recitals herein above;

AND WHEREAS the Vendor/Lessor/Original Owner/Promoter is in possession of the project land;

AND WHEREAS the Promoter has proposed to construct on the project land (here specify number of buildings and wings thereof) ..... having ..... (here specify number of Basements,/ /podiums/stilt and upper floors);

AND WHEREAS the Allottee has agreed to purchase an Apartment bearing number ..... on the ..... floor, ( herein after referred to as the said "Apartment") in the..... wing of the Building called ..... (herein after referred to as the said "Building") being constructed in the ..... phase of the said project, by the Promoter;

AND WHEREAS the Promoter has appointed an Architect registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects; AND WHEREAS the Promoter has registered the Project under the provisions of the Real Estate (Regulation and Development) Act, 2016 and rules framed thereunder Act with the Real Estate Regulatory Authority at..... under No. ....; authenticated copy is attached in Annexure;

AND WHEREAS the Promoter has appointed a structural Engineer for the preparation of the structural design and drawings of the buildings and the Promoter accepts the professional supervision of the Architect and the structural Engineer till the completion of the building/buildings.

AND WHEREAS by virtue of the Development Agreement/Power of Attorney the Promoter has sole and exclusive right to sell the Apartments in the said building/s to be constructed by the Promoter on the project land and to enter into Agreement/s with the allottee(s)/s of the Apartments to receive the sale consideration in respect thereof;

AND WHEREAS on demand from the allottee, the Promoter has given inspection and copies to the Allottee of all the documents of title relating to the project land and the plans, designs and specifications prepared by the Promoter's Architects Messrs ..... and of such other documents as are specified under the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as "the said Act") and the Rules and Regulations made thereunder; and the allottee has acknowledged the receipt of the same;

AND WHEREAS the authenticated copies of Certificate of Title issued by the legal Practitioner of the Promoter, or any other relevant revenue record showing the nature of the title of the Promoter to the project land on which the Apartments are constructed or are to be constructed have been annexed hereto;

AND WHEREAS the authenticated copies of the plans of the Layout as approved by the concerned Competent Authority have been annexed;

AND WHEREAS the authenticated copies of the plans of the Layout as proposed by the Promoter and according to which the construction of the buildings and open spaces are proposed to be provided for on the said project have been annexed hereto;

AND WHEREAS the authenticated copies of the plans and specifications of the Apartment agreed to be purchased by the Allottee, as sanctioned and approved by the competent authority wherever applicable have been annexed hereto;

AND WHEREAS the Promoter has got some of the approvals from the concerned competent authority(s) to the plans, the specifications, elevations, sections and of the said building/s wherever applicable and shall obtain the balance approvals from various authorities from time to time, so as to obtain Building Completion Certificate or Occupancy Certificate of the said Building;

AND WHEREAS while sanctioning the said plans concerned competent authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the project land and the said building and upon due observance and performance of which only the completion or occupancy certificate in respect of the said building/s shall be granted by the concerned competent authority;

AND WHEREAS the Promoter has accordingly commenced construction of the said building/s in accordance with the said approved plans;

AND WHEREAS the Allottee has approached the Promoter for purchase of an Apartment No. .... on .....floor in wing ..... situated in the building No. .... being constructed in the ..... phase of the said Project;

AND WHEREAS the carpet area as defined under clause (K) of section 2 of the said Act, of the said Apartment is ..... square meters ;

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

AND WHEREAS, prior to the execution of these presents, the Allottee has paid to the Promoter a sum of Rs..... (Rupees .....) only, being an advance payment or an Application Fee as provided in section 13 of the said Act (the payment and receipt whereof the Promoter both hereby admit and acknowledge) and the Allottee has agreed to pay to the Promoter the balance of the sale consideration in the manner hereinafter appearing.

AND WHEREAS, the Promoter has registered the Project under the provisions of the Real Estate (Regulation and Development) Act, 2016 and rules framed thereunder with the Real Estate Regulatory Authority under No. ....;

AND WHEREAS, under section 13 of the said Act, the Promoter is required to execute a written Agreement for sale of said Apartment with the Allottee, and also to register said Agreement under the Registration Act, 1908 (Central Act 16 of 1908);

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

NOW THEREFORE, THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. The Promoter shall construct the said building/s consisting of ..... basement and ground/stilt/ /..... podiums, and ..... upper floors on the project land in accordance with the plans, designs and specifications as approved by the concerned competent authority from time to time wherever applicable.

Provided that the Promoter shall have to obtain prior consent in writing of the Allottee in respect of variations or modifications which may adversely affect the Apartment of the Allottee except any alteration or addition required by any Government authorities or due to change in law.

1.a (i) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee Apartment No. .... of the type ..... of carpet area admeasuring ..... sq. Metres. The apartment shall also have an exclusive carpet area of balcony of .....sqmts with an exclusive terrace area..... sqmts if any, on ..... floor in the building ..... (hereinafter referred to as "the Apartment") as shown in the Floor plan thereof hereto annexed for the consideration of Rs. .... which includes the proportionate incidence of common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the Schedule annexed herewith.

(ii) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee covered parking bearing Nos ..... situated at ..... Basement and/or stilt and/or ..... podium being constructed in the layout for the consideration of Rs. .... /

1(b) The total aggregate consideration amount for the apartment including covered car parking spaces is thus Rs. .... /

1(c) The Allottee has paid on or before execution of this agreement a sum of Rs. .... (Rupees ..... only) (not exceeding 10% of the total consideration) as advance payment or application fee and hereby agrees to pay to the Promoter the balance amount of Rs. .... (Rupees ..... ) in the following manner:

i. Amount of Rs. .... /-(.....) (not exceeding 30% of the total consideration) to be paid to the Promoter after the execution of Agreement.

ii. Amount of Rs. .... /-(.....) (not exceeding 45% of the total consideration) to be paid to the Promoter on completion of the Plinth of the building or wing in which the said Apartment is located or on .....whichever is earlier.

iii. Amount of Rs. .... /-(.....) (not exceeding 70% of the total consideration) to be paid to the Promoter on completion of the slabs including podiums and stilts of the building or wing in which the said Apartment is located or on ..... whichever is earlier.

iv. Amount of Rs. .... /-(.....) (not exceeding 75% of the total consideration) to be paid to the Promoter on completion of the walls, internal plaster, floorings, doors and windows of the said Apartment.

v. Amount of Rs. .... /- (.....) (not exceeding 80% of the total consideration) to be paid to the Promoter on completion of the sanitary fittings, staircases, lift, wells, lobbies upto the floor level of the said Apartment.

vi. Amount of Rs. ..../(.....) (not exceeding 85% of the total consideration) to be paid to the Promoter on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building or wing in which the said Apartment is located..

vii. Amount of Rs. ..../(.....) (not exceeding 95% of the total consideration) to be paid to the Promoter on completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as may be specified in the Agreement of sale of the building or wing in which the said Apartment is located.

viii. Balance Amount of Rs. ..../(.....) against and at the time of handing over of the possession of the Apartment to the Allottee on or after receipt of occupancy certificate or completion certificate.

OR

As per the mode of payment as mutually agreed between the parties

1(d) The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoter by way of Infrastructure tax, GST and Cess or any other taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Promoter) up to the date of handing over the possession of the [Apartment/Plot].

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

1(f) The Promoter may allow, in its sole discretion, a rebate for early payments of equal instalments payable by the Allottee on such terms and conditions as the parties mutually agreed the provision for allowing rebate and such rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter.

1(g) The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the completion certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of four percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate specified in the Goa Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on website) Rules, 2017 (hereinafter referred to as the said Rules), from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand additional amount from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 1(a) of this Agreement.

1(h) The Allottee authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Promoter may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.

*Note:* Each of the instalments mentioned in the sub clause (ii) and (iii) of clause 1 (c) shall be further subdivided into multiple instalments linked to number of basements/podiums/floors in case of multi-storied building/wing.

2.1 The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned competent authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Apartment to the Allottee, obtain from the concerned competent authority occupancy and/or completion certificates in respect of the Apartment.

2.2 Time is essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the project and handing over the [Apartment/Plot] to the Allottee and the common areas to the association of the allottees after receiving the occupancy certificate or the completion certificate or both, as the case may be subject to all the allottees have paid all the consideration and other sums due and payable to the promoters as per the agreement. Similarly, the Allottee shall make timely payments of the instalment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter, as provided in clause 1(c) herein above. ("Payment Plan").

3. The Promoter hereby declares that the Floor Area Ratio available as on date in respect of the project land is ..... square meters only and Promoter has planned to utilize Floor area ratio of ..... by availing of TDR or FAR available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Promoter has disclosed the Floor Space Index of ..... as proposed to be utilized by him on the project land in the said Project and Allottee has agreed to purchase the said Apartment based on the proposed construction and sale of apartments to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter only.

4.1 If the Promoter fails to abide by the time schedule for completing the project and handing over the [Apartment/Plot] to the Allottee, the Promoter agrees to pay to the Allottee, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Allottee, for every month of delay, till the handing over of the possession. The Allottee agrees to pay to the Promoter, interest as specified in the said Rules, on all the delayed payment which become due and payable by the Allottee to the Promoter under the terms of this Agreement from the date the said amount is payable by the allottee(s) to the Promoter.

4.2 Without prejudice to the right of promoter to charge interest in terms of sub clause 4.1 above, on the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the allottee committing three defaults of payment of instalments, the Promoter shall at his own option, may terminate this Agreement: Provided that, Promoter shall give notice of fifteen days in writing to the Allottee, by Registered Post AD at the address provided by the allottee and mail at the e-mail address provided by the Allottee, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee fails to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, promoter shall be entitled to terminate this Agreement.

Provided further that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Allottee (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Promoter) within a period of sixty days of the termination, the instalments of sale consideration of the Apartment which may till then have been paid by the Allottee to the Promoter and the Promoter shall not be liable to pay to the Allottee any interest on the amount so refunded.

5. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with particular brand, or its equivalent or price range (if unbranded) to be provided by the Promoter in the said building and the Apartment as are set out in Annexure annexed hereto.

6. The Promoter shall give possession of the Apartment to the Allottee on or before..... day of .....20..... If the Promoter fails or neglects to give possession of the Apartment to the Allottee on

account of reasons beyond his control and of his agents by the aforesaid date then the Promoter shall be liable on demand to refund to the Allottee the amounts already received by him in respect of the Apartment with interest at the same rate as may mentioned in the clause 4.1 herein above from the date the Promoter received the sum till the date the amounts and interest thereon is repaid.

Provided that the Promoter shall be entitled to reasonable extension of time for giving delivery of Apartment on the aforesaid date, if the completion of building in which the Apartment is to be situated is delayed on account of

(i) war, civil commotion or act of God;

(ii) any notice, order, rule, notification of the Government and/or other public or competent authority/court.

7.1 *Procedure for taking possession.*— The Promoter, upon obtaining the occupancy certificate from the competent authority and the payment made by the Allottee as per the agreement shall offer in writing the possession of the [Apartment/Plot], to the Allottee in terms of this Agreement to be taken within one month from the date of issue of such notice and the Promoter shall give possession of the [Apartment/Plot] to the Allottee. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee agree(s) to pay the maintenance charges as determined by the Promoter or association of allottees, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee in writing within 7 days of receiving the occupancy certificate of the Project.

7.2 The Allottee shall take possession of the Apartment within 15 days of the written notice from the promotor to the Allottee intimating that the said Apartments are ready for use and occupancy.

7.3 Failure of Allottee to take Possession of [Apartment/Plot] upon receiving a written intimation from the Promoter as per clause 7.1, the Allottee shall take possession of the [Apartment/Plot] from the Promoter by paying all amounts executing necessary indemnities, undertakings and such other documentation as specified in this Agreement, and the Promoter shall give possession of the [Apartment/Plot] to the allottee. In case the Allottee fails to take possession within the time provided in clause 7.2, such Allottee shall continue to be liable to pay maintenance charges as applicable including all Government rates, taxes, charges, interest on delay and all other outgoing and expenses of and incidental to the management and maintenance of the said Project and the building thereon.

7.4 If within a period of five years from the date of handing over the Apartment to the Allottee, the Allottee brings to the notice of the Promoter any structural defect in the Apartment or the building in which the Apartment are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at his own cost and in case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act. In case the allottees carry out any work within the apartments after taking possession, resulting in cracks and dampness or any other defect within or to the adjoining apartments/s, then in such an event the promotor shall not be liable to rectify or pay compensation. But the promotor may offer services to rectify such defects with nominal charges. Hairline cracks and dampness caused due to settlement, humidity, variations in temperature, electrical conduits, etc. cannot be considered as defective work.

8. The Allottee shall use the Apartment or any part thereof or permit the same to be used only for purpose of \*residence/office/show-room/shop/godown for carrying on any industry or business. (\*strike out which is not applicable) He shall use the garage or parking space only for purpose of keeping or parking vehicle.

9. The Allottee along with other allottee(s)s of Apartments in the building shall join in forming and registering the Society or Association or a Limited Company to be known by such name as the Promoter may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Society

or Association or Limited Company and for becoming a member, including the byelaws of the proposed Society and duly fill in, sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the Allottee, so as to enable the Promoter to register the common organisation of Allottee. No objection shall be taken by the Allottee if any, changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.

9.1 Within 15 days after notice in writing is given by the Promoter to the Allottee that the Apartment is ready for use and occupancy, the Allottee shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Apartment) of outgoings in respect of the project land and Building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks, bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s. Until the association of allottees is formed and the maintenance of the said structure of the building/s or wings is transferred to it, the Allottee shall pay to the Promoter such proportionate share of outgoings as may be determined. The Allottee further agrees that till the Allottee's share is so determined the Allottee shall pay to the Promoter provisional monthly/yearly contribution of Rs. .... per month/annum towards the outgoings. The Allottee undertakes to pay such provisional monthly contribution and such proportionate share of outgoings regularly on the 5th day of each and every month in advance and shall not withhold the same for any reason whatsoever. It is agreed that the non-payment or default in payment of outgoings on time by Allottee shall be regarded as the default on the part of the Allottee and shall entitle the promoter to charge interest on the dues, in accordance with the terms and conditions contained herein.

10. The Allottee shall on or before delivery of possession of the said premises keep deposited with the Promoter, the following amounts:-

(i) Rs. .... for share money, application entrance fee of the Society or Limited Company/Federation/Apex body.

(ii) Rs. .... for formation and registration of the Society or Limited Company/Federation/Apex body.

(iii) Rs. .... for proportionate share of taxes and other charges/levies in respect of the Society or Limited Company/Federation/Apex body.

(iv) Rs. .... for deposit towards provisional monthly contribution towards outgoings of Society or Limited Company/Federation/Apex body.

(v) Rs. .... For Deposit towards Water, Electric, and other utility and services connection charges.

(vi) Rs. .... for deposits of electrical receiving, transformer and Sub-Station provided in Layout.

(vi) Rs. .... as legal charges.

(vii) Rs. .... as infrastructure Tax.

(viii) Rs. .... as Corpus in respect of the Society or Limited Company/Federation/Apex Body.

(ix) Rs. .... as Stamp Duty and Registration Charges.

11. The Allottee shall pay to the Promoter a sum of Rs. .... for meeting all legal costs, charges and expenses, including professional costs of the legal practitioner of the Promoter in connection with formation of the said Society, or Limited Company, or Apex Body or Federation and for preparing its rules, regulations and bye-laws.

12. At the time of registration of conveyance or Lease of the structure of the building or wing of the building, the Allottee shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable, by the said Society or Limited Company on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said Building /wing of the building. At the time of registration of conveyance or Lease of the project land, the Allottee shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable, by the said Apex Body or Federation on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said land to be executed in favour of the Apex Body or Federation.

### 13. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

The Promoter hereby represents and warrants to the Allottee as follows:—

i. The Promoter has clear and marketable title with respect to the project land; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project;

ii. The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;

iii. There are no encumbrances upon the project land or the Project except those disclosed in the title report;

iv. There are no litigations pending before any Court of law with respect to the project land or Project except those disclosed in the title report;

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

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

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

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

ix. At the time of execution of the conveyance deed of the structure to the association of allottees the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Allottees;

x. The Promoter has duly paid and shall continue to pay and discharge undisputed Governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;

xi. No notice from the Government or any other local body or authority or any legislative enactment, Government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Promoter in respect of the project land and/or the Project except those disclosed in the title report.

14. The Allottee/s or himself/themselves with intention to bring all persons into whosoever hands the Apartment may come, hereby covenants with the Promoter as follows:-

(i) To maintain the Apartment at the Allottee's own cost in good and tenantable repair and condition from the date the possession of the Apartment is taken and shall not do or suffer to be done anything in or to the building in which the Apartment is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Apartment is situated and the Apartment itself or any part thereof without the consent of the local authorities, if required.

(ii) Not to store in the Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Apartment is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Apartment is situated, including entrances of the building in which the Apartment is situated and in case any damage is caused to the building in which the Apartment is situated or the Apartment on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.

(iii) To carry out at his own cost all internal repairs to the said Apartment and maintain the Apartment in the same condition, state and order in which it was delivered by the Promoter to the Allottee and shall not do or suffer to be done anything in or to the building in which the Apartment is situated or the Apartment which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

(iv) Not to demolish or cause to be demolished the Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Apartment is situated and shall keep the portion, sewers, drains and pipes in the Apartment and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Apartment without the prior written permission of the Promoter and/or the Society or the Limited Company.

(v) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the Apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.

(vi) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound or any portion of the project land and the building in which the Apartment is situated.

(vii) Pay to the Promoter within fifteen days of demand by the Promoter, his share of security deposit any taxes or levies and other amounts as demanded by the concerned local authority or Government for providing infrastructure like water, electricity, sewerage or any other service connection to the building in which the Apartment is situated.

(viii) To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Apartment by the Allottee for any purposes other than for purpose for which it is sold.

(ix) The Allottee shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Apartment until all the dues payable by the Allottee to the Promoter under this Agreement are fully paid up.

(x) The Allottee shall observe and perform all the rules and regulations which the Society or the Limited Company or Apex Body or Federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Apartments therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company/Apex Body/Federation regarding the occupancy and use of the Apartment in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

15. The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Allottee as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Society or association or Company or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

16. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Apartments or of the said Plot and Building or any part thereof. The Allottee shall have no claim save and except in respect of the Apartment along with the proportionate indivisible share hereby agreed to be sold to him. All unsold or un-allotted inventory shall continue to remain the property of the promoter until sold/allotted.

#### 17. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE

After the Promoter executes this Agreement he shall not mortgage or create a charge on the \*[Apartment] and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such [Apartment/plot].

#### 18. BINDING EFFECT

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

#### 19. ENTIRE AGREEMENT

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

#### 20. RIGHT TO AMEND

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

#### 21. PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE/SUBSEQUENT ALLOTTEES

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

**22. SEVERABILITY**

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

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

Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee(s) in Project, the same shall be in proportion to the carpet area of the [Apartment/Plot] to the total carpet area of all the [Apartments/Plots] in the Project. For such calculations, areas of exclusive balconies, verandas and/or terraces shall be added to carpet area of respective allottees.

**24. FURTHER ASSURANCES**

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

**25. PLACE OF EXECUTION**

The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution, the said Agreement shall be registered at the office of the Sub-Registrar. Thereafter this Agreement shall be deemed to have been executed.

26. The Allottee and/or Promoter shall present this Agreement as well as the conveyance/assignment of lease at the proper registration office of registration within the time limit prescribed by the Registration Act and the Promoter will attend such office and admit execution thereof.

27. That all notices to be served on the Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter by Registered Post A.D and notified Email ID/Under Certificate of Posting at their respective addresses specified below:—

Name of Allottee

(Allottee's Address)

Notified Email ID: .....

M/s Promoter name

(Promoter Address)

Notified Email ID: .....

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

**28. JOINT ALLOTTEES**

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

29. Stamp Duty and Registration:- The charges towards stamp duty and Registration of this Agreement shall be borne by the allottee.

30. Dispute Resolution:- Any dispute between parties shall be settled amicably. In case of failure to settled the dispute amicably, the same shall be referred to the Real Estate Regulation Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

31. GOVERNING LAW

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force and the courts in the State of Goa will have the jurisdiction for this Agreement.

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

Schedule Above Referred to

SCHEDULE

Description of the freehold/leasehold land and all other details along with the boundaries in all four directions

Here set out the nature, extent and description of common areas and facilities.

SIGNED AND DELIVERED BY THE WITHIN NAMED

Allottee: (including joint buyers)

(1)

(2)

At ..... on .....

in the presence of WITNESSES:

1. Name  
Signature .....

2. Name  
Signature .....

SIGNED AND DELIVERED BY THE WITHIN NAMED

Promoter:  
(1)  
(Authorized Signatory)

WITNESSES:  
Name  
Signature .....

Name  
Signature .....

Note – Execution clauses to be finalised in individual cases having regard to the constitution of the parties to the Agreement.

## ANNEXURES (as mentioned in the agreement)

Received of and from the Allottee above named the sum of Rupees ..... on execution of this agreement towards Earnest Money Deposit or application fee

I say received.

The Promoter/s.

By order and in the name of the Governor of Goa.

J. ASHOK KUMAR, IAS, Director & ex officio Addl. Secretary (Urban Development).

Panaji, 23rd November, 2017.

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**Notification**

11/43/2017-DMA/2468

Whereas, the draft rules, namely, the Goa Real Estate (Regulation and Development) (Recovery of Interest, Penalty, Compensation, Fine payable, Forms of Complaints and Appeal, etc.) Rules, 2017 which the Government of Goa proposed to make in exercise of the powers conferred by sub-section (1) and clauses (oa), (r), (s), (u), (zb), (zc) and (zf) of sub-section (2) of section 84 of the Real Estate (Regulation and Development) Act, 2016 (Central Act 16 of 2016) were pre-published vide Notification No. 11/43/2017-DMA/1571 dated 31/8/2017, in the Official Gazette, Extraordinary No. 2, Series I No. 22, dated 31st August, 2017, inviting objections or suggestion from all persons likely to be affected thereby within ten days from the date of publication of the said Notification in the Official Gazette;

And whereas, the said Official Gazette was made available to the public on 31st August, 2017;

And whereas, no objections or suggestions have been received from the public on the said draft Rules by the Government within the stipulated period.

Now, therefore, in exercise of the powers conferred by sub-section (1) and clauses (oa), (r), (s), (u), (zb), (zc) and (zf) of sub-section (2) of section 84 of the Real Estate (Regulation and Development) Act, 2016 (Central Act 16 of 2016) and all other powers enabling it in this behalf, the Government of Goa hereby makes the following rules, namely:—

1. *Short title and commencement.*— (1) **These rules may be called the Goa Real Estate (Regulation and Development) (Recovery of Interest, Penalty, Compensation, Fine Payable Forms of Complaints and Appeal etc.) Rules, 2017.**

(2) They shall come into force on the date of their publication in the Official Gazette.

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

(a) "Act" means the Real Estate (Regulation and Development) Act, 2016 (Central Act No. 16 of 2016);

(b) "Appellate Tribunal" means the Goa Real Estate Appellate Tribunal established under sub-section (1) of section 43 by the Government by notification in the Official Gazette;

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

(d) “Chairperson” means the Chairperson of the Authority;

(e) “Form” means the form appended to these rules;

(f) “Government” means the Government of Goa.

(g) “section” means section of the Act.

(2) Words and expressions used and not defined in these Rules but defined in the Act shall have the same meanings as respectively assigned to them in the Act.

3. *Manner of recovery of interest, penalty and compensation.*— Any interest or penalty or compensation imposed on a promoter or an allottee or a real estate agent shall be recoverable under section 40 of the Act, from such promoter or allottee or real estate agent, as the case may be, as an arrears of land revenue under the provision of the Goa Land Revenue Code, 1968 (Act No.9 of 1969).

4. *Manner of enforcement of the order, direction or decision of the Adjudicating Officer or Authority.*— Every order passed by the Adjudicating Officer, Authority or Appellate Tribunal which it is empowered to do under the Act or the rules and regulations made thereunder, shall be enforced by the Adjudicating Officer or Authority in accordance with the provisions of the Code of Civil Procedure, 1908 (5 of 1908), in the same manner as if it were a decree of the court. In the event such Adjudicating Officer or Authority is unable to execute the order, it shall send a copy of such order to the principal civil court, to execute such order either within the local limits of whose jurisdiction the real estate project is located or in the principal civil court of original jurisdiction within the local limits of whose jurisdiction the person against whom the order is being issued, resides, or carries on business, or personally works for gain alongwith a certificate stating that such an order has not been executed by it.

5. *Terms and conditions and the fine payable for compounding of offence.*— (1) The court may, for the purpose of compounding of any offence under section 70, accept a sum of money as specified in the Table below:—

TABLE

Sr. No.	Offence	Sum of money to be paid for compounding the offence
(1)	Offence under sub-section (1) of section 59	5 percent of the estimated cost of the real estate project which may extend upto 10 percent of such estimated cost.
(2)	Offence under sub-section (2) of section 59	5 percent of the estimated cost of the real estate project which may extend upto 10 percent of such estimated cost.
(3)	Offence under section 64	5 percent of the estimated cost of the real estate project which may extend upto 10 percent of such estimated cost.

(4) Offence under section 66	5 percent of the estimated cost of the plot, apartment or building, as the case may be, of the real estate project, for which the sale or purchase has been facilitated, which may extend upto 10 percent of such estimated cost.
(5) Offence under section 68	5 percent of the estimated cost of the plot, apartment or building, as the case may be, which may extend upto 10 percent of such estimated cost.

(2) On payment of the sum of money for compounding the offence as ordered by the Court, no further proceeding shall be taken against the accused person in respect of the same offence, and any proceeding already taken or initiated shall stand abated and the accused person, if in custody, shall be discharged.

(3) The promoter, allottee or real estate agent, as the case may be, shall comply with the order of the Court within the period specified by the court.

6. *Manner of filing a complaint with the Authority and the manner of holding an inquiry by the Authority.*— (1) Any aggrieved person, having any interest in the project, may file a complaint with the Authority for any violation under the Act or the rules and regulations made thereunder, save as those provided to be adjudicated by the Adjudicating Officer, in Form 'A' hereto, in triplicate, which shall be accompanied by a fee of rupees five thousand paid through NEFT or RTGS system or any other digital transaction mode:

Provided that, when the Authority makes a provision for filing a complaint online/web-based, it shall not be necessary to submit such form in triplicate.

(2) The Authority shall follow the following procedure for the purposes of deciding any complaint filed under sub-rule (1):—

(a) The Authority shall, upon receipt of the complaint, issue a notice alongwith the copy of such complaint and the relevant documents to the respondent. Such notice shall specify a date and time for further hearing of the case;

(b) In case the Authority is satisfied on the basis of the submissions made that the complaint does not require any further inquiry it may dismiss the complaint.

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

(d) On the date so fixed, the Authority shall require the applicant and respondent to give evidence or to produce any document which in the opinion of the Authority, may be useful for or relevant to the subject matter of the inquiry. Thereafter, the Authority shall have the power to carry out an inquiry on the basis of documents and submissions.

(e) The Authority upon consideration of the evidence produced before it and other records and submissions is satisfied that,—

(i) the respondent is in contravention of the provisions of the Act or the rules and regulations made thereunder it shall pass orders, adjudging the quantum of compensation as it thinks fit in accordance with the provisions of the Act, the rules and regulations made thereunder with reasons to be recorded in writing; or

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

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

7. *Manner of filing application with the Adjudicating Officer and the manner of holding an inquiry by the Adjudicating Officer.* — (1) Any aggrieved person may file an application in form “B” hereto with the Adjudicating Officer, for the purpose of adjudging compensation under section 12, 14, 18 or 19. The application shall be accompanied by a fee of rupees five thousand paid through **NEFT or RTGS** system or any other digital transaction mode.

(2) The Adjudicating Officer shall follow, the following procedure for the purposes of deciding any application filed under sub-rule (1):—

(a) The Adjudicating officer shall, upon receipt of the application issue a notice along with the copy of such application and the relevant documents to the respondent. Such notice shall specify a date and time fixed for hearing of the case.

(b) In case the Adjudicating Officer is satisfied on the basis of the submissions made that the complaint does not require any further inquiry it may dismiss the complaint.

(c) In case the Adjudicating Officer is satisfied on the basis of the submissions made that there is need for further hearing into the complaint it may order production of documents or other evidence on a date and time fixed by it.

(d) On the date so fixed, the Adjudicating Officer shall require the applicant and respondent to give evidence or to produce any document which in the opinion of the Adjudicating Officer, may be useful for or relevant to the subject matter of the inquiry. Thereafter, the Adjudicating Officer shall have the power to carry out an inquiry on the basis of the documents and submissions.

(e) The Adjudicating Officer upon consideration of the evidence produce before it and other records and submission is satisfied that,—

(i) The respond is in contravention of the provisions of the Act or the rules and regulations made thereunder it shall pass orders, adjudging the quantum of compensation as it thinks it in accordance with the provisions of the Act, the rules and regulations made thereunder with reason to be recorded in writing; or

(ii) The respond is not in contravention of the provisions of the Act, the rules and regulations made thereunder, the Adjudicating Officer may, by order in writing, dismiss the application with reasons to be recorded in writing.

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

(g) The Adjudicating Officer shall before passing an any order, consider the factors specified in section 72.

8. *Manner of service of notice and order.*— (1) Adjudicating Officer shall deliver a certified copy of the order to the Applicant and respondent.

(2) A notice or an order issued under these rules shall be served in any of the following manner,—

(a) by delivering or tendering it to that person and person’s authorised agent in an electronic form produced that there is sufficient evidence of actual delivery of the electronic records to the concerned person; or

(b) by sending it to the person by registered post with acknowledgement due to the address of his place of residence or he last known place or residence or business place; or

(c) if it cannot be served under clause (a) or (b) above, then by affixing it, in the presence of two witnesses, on the outer door or some other conspicuous part of the premises in which that person resides or is known to have last resided, or carried on business or personally worked or last worked for gain.

9. *Manner of filing appeal to the Appellate Tribunal.*— (1) Every appeal filed under sub-section (1) of section 44 shall be accompanied by a fee of rupees five thousand paid through NEFT or RTGS system or any other digital transaction mode.

(2) Every appeal shall be filed in Form “C” hereto in triplicate along with the following documents,—

(a) attested true copy of the order against which the appeal is preferred;

(b) copies of the documents relied upon by the appellant and referred to in the appeal;

(c) index of the documents:

Provided that, when the Authority makes a provision for filing a appeal online/web-based, it shall not be necessary to submit such form in triplicate.

FORM “A”

(See rule 6)

COMPLAINT TO THE AUTHORITY

(Complaint under section 31 of the Act)

For use of office: .....

Date of filing: .....

Date of receipt by post: .....

Complaint No. : .....

Signature: .....

Authorized Officer: .....

**BEFORE THE GOA REAL ESTATE REGULATORY AUTHORITY**

(Name of place)

Between ..... Complainant(s)

And ..... Respondent(s)

Details of claim:—

1. Particulars of the complainant(s):

(i) Name of the complainant:

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

(iii) Address for service of all notices:

2. Particulars of the respondents:—

(i) Name(s) of respondent:

(ii) Office address of the respondent:

(iii) Address for service of all notices:

3. (a) Jurisdiction of the Authority:—

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

(b) Project Registration No.

4. Facts of the case:—

(give a concise statement of facts and grounds for complaint)

5. Relief(s) sought:—

In view of the facts mentioned in paragraph 4 above, the complainant prays for the following relief(s) ..... [Specify below the relief(s) claimed explaining the grounds of relief(s) and the legal provisions (if any) relied upon]

6. Interim order, if prayed for:—

7. Claim not pending with any other court, etc. :—

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

8. Particulars in respect of the fee in terms of sub-rule (1) of rule 6:—

(i) Amount

(ii) Mode

9. List of enclosures:—

(Specify the details of enclosures with the complaint)

Verification

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

Place :

Date:

Signature of the complainant(s)

\_\_\_\_\_

FORM "B" (See rule 7)

APPLICATION TO ADJUDICATING OFFICER

(Claim for compensation under section 12, 14, 18 and or 19 read with section 71 of the Act)

- For use of office: .....
Date of filing: .....
Date of receipt by post: .....
Application No. : .....
Signature: .....
Authorized Officer: .....

BEFORE THE ADJUDICATING OFFICER

Between ..... Applicant (s)

And ..... Respondent(s)

Details of claim:

1. Particulars of the applicant(s):-

- (i) Name of the applicant:
(ii) Address of the existing office/residence of the applicant:
(iii) Address for service of all notices:
(iv) Details of allottees apartment, plot or building

2. Particulars of the respondents:-

- (i) Name(s) of respondent:
(ii) Office address of the respondent:
(iii) Address for service of all notices:
(iv) Registration No. and address of project:

3. (a) Jurisdiction of the Adjudicating Officer:—

The applicant declares that the subject matter of the claim falls within the jurisdiction of the Adjudicating Officer.

(b) Project Registration No :

4. Facts of the case:—

(give a concise statement of facts and grounds of claim against the respondent)

5. Compensation(s) sought:

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

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

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

The applicant further declares that the matter regarding which this application has been made is not pending before any Court of Law or any other Authority or any other Tribunal(s).

7. Particulars of the fee in terms of sub-rule (1) of rule 7:—

(i) Amount

(ii) Mode

8. List of enclosures:—

(Specify the details of enclosures with the application)

**Verification**

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

Place:

Date:

Signature of the applicant(s)

\_\_\_\_\_

FORM "C"

(see rule 9)

**APPEAL TO APPELLATE TRIBUNAL**

For use of Appellate Tribunal's office: .....

Date of filing: .....

Date of receipt by post: .....

Registration No. : .....

Signature: .....

Authority Officer: .....

IN THE GOA REAL ESTATE APPELLATE TRIBUNAL (Name of place)

Between ..... Appellant(s)

And ..... Respondent(s)

Details of appeal:—

1. Particulars of the appellants:

(i) Name of the appellant:

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

(iii) Address for service of all notices:

2. Particulars of the respondents:—

(i) Name(s) of respondent:

(ii) Office address of the respondent:

(iii) Address for service of all notices:

3. (a) Jurisdiction of the Appellate Tribunal:—

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

(b) Project Registration No.:

4. Limitation:—

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

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

5. Facts of the case:—

(give a concise statement of facts and grounds of appeal against the specific order of the Authority or the Adjudicating Officer, as the case may be passed under section(s) ..... of the Act.

6. Grounds of Appeal:—

7. Relief(s) sought:—

In view of the facts mentioned in paragraph 5 above, the appellant prays for the following relief(s) .....

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

8. Interim order, if prayed for:—

Pending final decision on the appeal, the appellant seeks issue of the following interim order:— (Give here the nature of the interim order prayed for with reasons).

9. Matter not pending with any other court, etc.:-

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

10. Particulars of the fee in terms of sub-rule A (1) of rule 9:-

(i) Amount

(ii) Mode

11. List of enclosures:-

(i) An attested true copy of the order against which the appeal is filed.

(ii) Copies of the documents relied upon by the appellant and referred to in the appeal.

(iii) An index of the documents.

#### Verification

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

Place:

Date:

Signature of the appellant(s)

By order and in the name of the Governor of Goa.

*J. Ashok Kumar*, IAS, Director & ex officio Addl. Secretary (Urban Development).

Panaji, 23rd November, 2017.

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