

- PWD Accounts work-

Works-

- (i) For any original work, the Engg. Deptt. / PWD deptt. prepares a proposal on the basis of preliminary estimate, from the requirements & information supplied by the department concerned / user department.
- (ii) The department after due consideration approves the proposal with respect to the work and fund. & convey their approval or administrative sanction to the engg. department.
- (iii) The engg. department then prepares a detailed estimate after necessary surveying, preparing plan and designing. The detailed estimate is then technically sanctioned by the competent authority of the engg. department.
- (iv) The detailed estimate is prepared by Assistant Engineer with the help of overseers and with the guidance of Executive Engineer. It is checked & technically sanctioned by the Executive Engineer, if within his competence otherwise sent to higher authorities for technical sanction.
- (v) On sanction of the estimate technically and on allotment of fund, the execution work is taken up. The contract is arranged by inviting sealed tenders and work is given to the lowest tenderer generally.

Classification of works-

- A) According to their nature, works are classified into two types such as,
 - a) original work
 - b) Repair or maintenance work.

Original works- (i) It includes entirely new construction of buildings, bridge, road, dam project etc.

- (ii) Additions or alterations. to the existing work, that will increase the value of property like addition of rooms, disinf.

- a big room into two rooms etc.
- (iii) Special repairs for renovation or for thorough repairs of the damaged works - like changing of roof, changing of floor, changing of doors & windows etc.

Repair/maintenance works -

- (i) It includes repairs required to maintain the work in proper condition as annual repair to buildings/roads etc - Annual repairs, white washing, colour washing etc.
- (ii) minor additions and alterations, which will not increase the value of the property like opening a door, providing sunshade, providing shelves etc.
- (iii) Special repairs - Renovations or renewals of structures or damaged works. It includes minor improvements in the building. monsoon repair or flood damage repair also come under special repair.
- B) According to the cost of work, original works are classified as major works, minor works or petty works.

major works - work costing more than 2 lakhs is called major work. Such estimate is called major estimate.

minor work - work costing more than Rs 5000/- but not exceeding 2 lakhs is called minor work.

Petty work - The work whose cost does not exceed Rs 5000/- is called petty work & estimate is called petty estimate.

Types of Repair works -

- a) Annual repair or maintenance work (A.R) work - All works and structures are repaired & maintained in proper condition. The normal repair works done annually come under A.R. work.
- (i)
- (ii) All buildings are white washed, colour washed & repaired for minor repairs once in every year.

- (ii) For annual repair of buildings, 1-1.5% of the original construction cost of the whole building is provided. AR work is usually done by inviting tenders or quotations.
- (iii) For maintenance & repair, money is allotted in the budget under Annual Repair & maintenance head. Annual repairs are executed by the user department concerned generally.

b) Quadrennial Repair -

- (i) Besides annual repair of white washing & colour washing, every fourth year special repair works are done for thorough repair as painting of doors & windows, patch repair of plastering etc.
- (ii) Special repair work every fourth year is called quadrennial Repair.

Contract System -

Contract - Contract is an undertaking by a person or firm to do any work under certain terms & conditions. The work may be construction, maintenance and repair, for the supply of materials, for supply of labours or for transport of materials etc.

Contractor - A person or firm who undertakes any type of contract.

Tender (i) Tender is an offer in writing to execute some specified work or to supply some specified articles at certain rates within a fixed time under certain conditions of contract and agreement between the contractor and the department or owner or party.

(ii) The construction of work is usually done by contract.

(iii) Sealed tenders are invited and the work is usually entrusted to the lowest tender.

(iv) While inviting tenders the bill of quantities, detailed specification conditions of contract and plans and drawings are supplied on payment of the requisite cost to the contractors who tender or quote their rates.

Earnest money -

- (i) While submitting a tender the contractor is to deposit certain amount about 2% of the estimated cost with the department as earnest money as guarantee of the tender.
- (ii) This amount is for a check so that the contractor may not refuse to accept the work or run away when his tender is accepted.
- (iii) In case the contractor refuses to take up the work his earnest money is forfeited.
- (iv) This amount is refundable for tenderers whose tender has not been accepted.
- (v) This money is encashable at any time and should be in cash. This money may be in the form of deposit in treasury, state bank or any other govt. approved bank etc. approved by the Executive Engineer.

Security money -

- (i) On acceptance of the tender, the contractor has to deposit 10% of the tendered amount as security money with the department which is inclusive of the earnest money already deposited.
- (ii) This amount is kept as a check so that the contractor fulfills all the terms and conditions of the contract and carries out the work satisfactorily according to the specifications and maintain program and completes the work in time.
- (iii) If the contractor fails to fulfill the terms of the contract his whole or part of the security money is forfeited by the department.
- (iv) The security money is refunded to the contractor after the satisfactory completion of the whole work after a specified time usually after one rainy season or six months of the completion of the work.
- (v) In stead of collecting the whole security money in one instalment. before starting the work, this can be done by gradually collecting by deduction from the running account bills of the contractor.
- (vi) Usually earnest money is taken as part of security money and the balance amount of the security money is collected by deduction from the running account bill of the contractor at 10% of every running bill upto the extent of 10% of the total cost of whole work.

Piece-work Agreement (PWA) -

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- (i) Piece work agreement (PWA) is that where only rates are agreed upon without reference to the total quantity of work or time and that involves payment of work done at the stipulated rate.
- (ii) Smaller works or piece works up to value Rs 200/- may be carried out through Contractors by Piece-work agreements.
- (iii) It contains only the descriptions of different items of the work to be done & the rate to be paid for but ^{does} not provide the quantities of different items to be executed nor the time in which the work is to be completed.
- (iv) Detailed specifications of each item of work and total cost of whole work is included in the PWA.
- (v) Contractors have to arrange all materials, labour etc required for the execution of work. There is no penalty clause or no security money in this case & the department may terminate the work at any time they like to but a notice specifying the date of termination should be given to the piece worker/contractor.
- (vi) Urgent small works are selected by taking quotations. Rates of different items should be within schedule of rates and within the sanctioned estimated rates.
- (vii) Payment is made on the measurement of the work actually done.

Work order -

- Smaller works up to Rs. 200/- may be carried out by work order.
- This is a contract and specifies the approximate quantities of different items of the work, detailed specifications of each item of work, time of completion of the whole work, penalty clause for not fulfilling the terms and conditions.
- Payment is made on the measurement of the work done and 10% of the bill amount is deducted from the running account bill of the contractor as security money, which is refundable.

→ Debitable agency can be engaged for bad work or for unsatisfactory program.

Contract System -

- In contract system, the work is done through contractors who arrange all materials and labours required for the completion of work in time.
- A contract agreement (CA) in a bond, the contractor and the department are bound by the terms and conditions of the contract.
- A CA stipulates the quantities of works & rates, the detailed specifications of various items of the work to be done, the time limit within which the whole work shall have to be completed and various other conditions.
- Contracts are usually arranged by inviting sealed tenders and the entrusting the work to the lowest tender usually.

Lumpsum Contract -

- In lumpsum contract, the contractor undertakes the execution or construction of a specific work with all its contingencies to complete it in all respects within a specified time for a fixed amount.
- The detailed specification of all items of work pertaining to the whole work, plans and detailed drawings and 10% security money deposit, penalty, program and other conditions of contract are included in the contract agreement.
- The general specifications and descriptions of different parts of the buildings and dimensions where required are included.
- The quantities or a schedule of different items of work are not provided, the contractor shall have to complete

the work as per plan & specifications, within the fixed ⁽⁷⁾ contract sum & fixed time irrespective of quantities of different items.

→ On completion of work, no detailed measurement of different items of work is required but the whole work is compared and checked with plan & drawings.

Lumpsum & Schedule Contract -

→ In this type, schedule rates are also provided in the CA.

→ In this system, the contractor undertakes the execution or construction of a particular work at a fixed sum with a specified time as per plans and the detailed specifications and conditions & schedule of rates of various items of work are also provided which regulates the extra amount to be paid or deducted for any additions and alterations.

→ In this case, no measurement of various items of work involved in the original work is required, but measurement of extra items only shall have to be taken.

Schedule or Item Rate Contract -

→ In schedule contract, the contractor undertakes the execution or construction of a work on the item rate basis.

→ The amount the contractor is to receive depends on the quantities of various items of work actually done.

→ The CA includes quantities, rates and amounts for various items of work and the total amount of contract (BOQ with rate), plans and detailed drawings, detailed specifications and deposit of 10% security money, penalty, program and date of completion and other conditions of the contract.

→ This system is used for all works.

→ This system may also be a percentage above or below the printed schedule of rates of the department.

Contract Documents -

→ Before the work is given out on contract an agreement or bond is prepared.

→ The following documents shall be attached to the contract agreement or bond which should be duly endorsed and sealed.

- Each paper shall bear the signature of Contractor and ② the accepting authority and the corrections shall be similarly ~~id~~ initialed.
- It includes Title page, Index page, tender notice, tender form, Bill of quantities or schedule of quantities, schedule of issue of materials, general specifications, detailed specifications, Drawings ~~and~~, Conditions of Contract and Special Conditions of Contract.

Labour Contract -

- In this contract, the contractor undertakes contract for the labour portion.
- All materials for the construction are arranged and supplied at the site of work by the department or owner. & the labour contractor engages labour & gets the work done according to the specifications.
- The contract is on item rate basis for labour portion only and the contractor is paid for quantity of work done on measurement of different items of work at the stipulated rate in the CA.
- Contractor uses his own tools ~~plants~~ for working but the department arranges plants & machines.
- This system of contract is not generally adopted in the Govt. department. Private buildings are however constructed by labour contract system, which is less troublesome.

Labour Cost Plus percentage Contract -

- In this system, contractor is given certain percentage over the actual cost of the construction as his profit.
- Contractor arranges materials & labour at his cost and keeps proper account & he is paid by the department the whole cost together with certain percentage say 10% as his profit as agreed upon beforehand.
- An agreement is prepared with all conditions of contract in advance.
- In this case, proper control in the purchase of the materials and in labour shall have to be exercised by the dept. or owner.

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Daily Labour engaged by Contractor -

- Normally, labourers should not be engaged and paid through contractors; except in the worst case.
- When quantities of work done are not paid through suitable measurement & rates, it is permissible to pay the contractor on the basis of no. of labourers employed day-to-day at current rates a profit or commission being included in the rate or paid separately on lumpsum or percentage basis.
- When payment on measured work is not possible, a record of the number of labours employed day to day should be kept by the overseer in charge and the report submitted to Assistant Engineer or Executive Engineer to enable him keep a check on the work and expenditure & to deal with contractor's claim.
- Work sometimes may ~~not~~ be executed departmentally by employing daily labour as masons, coolies, Bhitties, Carpenters etc, which is maintained by ~~master~~ "muster Roll System."

Accounts of works -

Explanation of various terms -

Administrative Approval (AA)

- (i) For any work or project required by the department, an approval or sanction of the competent authority of the department with respect to cost and work is necessary at the first instance.
- (ii) AA denotes the formal acceptance by the department concerned of the proposal & after the AA is given the engineering department (PWD) takes up the work and prepares detailed design, plans and estimates and

then executes the work.

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- (ii) The engg. department prepares approximate estimates and preliminary plans and submits to the department concerned for Administrative approval.

Technical sanction -

- (i) Technical sanction means the sanction of the detailed estimate, design calculations, quantities of work, rates and cost of the work by the competent authority of the engg. department.
- (ii) After the technical sanction (TS) of the estimate given, then only the work is taken up for construction.
- (iii) In case of original work, the counter signature of the local head of the department should be obtained in the plan and estimate before technical sanction is accorded by the engg. department.
- (iv) The power for T.S. differs from state to state financially.

Contingency Budget -

- It is an amount of money that is included to cover potential events that are not specifically accounted for in a cost estimate.
- The purpose is to compensate for the uncertainty inherent in cost and time estimates as well as unpredictable risk exposure.
- The amount allotted for contingency and details of what is intended to cover may be too laid out in documents shared with the clients and may be only specified within the project management organisation.
- This money is on reserve and not allocated to one area of work and simply "insurance"

Against other costs.

(11)

Tender Notice -

- Tender for work or supply are invited by issuing tender notice in prescribed form.
- In the tender notice, the following particulars are given,
 - (i) Name of the authority inviting tender
 - (ii) Name of the work and its location.
 - (iii) Estimated cost
 - (iv) Time of completion
 - (v) Cost of complete set of tender forms and conditions.
 - (vi) Date, time and place of tender
 - (vii) Amount of earnest money and security money
 - (viii) Validity of tender.
- Tender notice is posted in the notice board of the department and for major work, the tender notice in brief is also given in the newspaper.

Submission of tender -

According to the directions contained in the notice inviting ~~tenders~~ tenders (NIT), the contractor are required to submit their tender on or before the date & hour fixed for the same duly filled in, signed and witnessed. Before that he has to deposit the earnest money in the manner prescribed in the P.W.D form-6.

Opening of Tenders -

- The sealed tenders received are to be opened in the presence of contractor or their representative tendering for the work at the time & place already notified.
- The divisional accountant should be requested to remain present on such occasion. The officer opening the tenders has to read out the rates offered in case of item rate and percentage rate to tenders and amount in case of lumpsum tenders for information to all those present.
- The tenders which are not received in the proper form duly filled in or signed and are not supported

by requisite earnest money are to be summarily rejected and a record of such cases to be kept in the Register of tenders received. (12)

Comparative statement of tender -

→ Comparative statements of percentage rates and lumpsum tenders are made out by the officer opening the tender in PWD Form-13 himself.

→ Comparative statement of item rate tender is more elaborate and comprehensive and is drawn up by the Office in PWD Form-14 after thorough computation and check under supervision of the Divisional Accountant.

→ On the basis of the Comparative Statement, the divisional officer has to make intelligent scrutiny himself. It must correctly incorporate the rates and amounts and the totals drawn up and checked on the individual tenders.

→ A mistake in it may lead to the work being awarded to a contractor who is not lowest.

Payment to Contractors - The payment to contractor may be made finally by one ~~one~~ payment when the work is completed or by number of payments by running account bills during the progress of the work.

→ Usually payment are made on running account (RA) bills and the final payment is made on the completion of the work.

Bill - Bill is the account of work done or of supply of materials made and includes the particulars and quantities of work done or materials supplied, their rates and the amount due. Reference to agreement no. is also given in the bill.

Voucher - Voucher is a written document which deals with proof of payment made. After the payment made, bill becomes voucher document which is kept in record.

Advance Payment-

(13)

- This means payment made on a running account bill to the contractor for ~~the~~ work done by him but not measured.
- It is not generally made to contractor, but under special cases when the work is sufficiently progressed but measurement cannot be taken for certain valid reasons, on certificate of the Asst. Engineer in charge of work that the value of the work done is in no case less than the advance payment made or proposed to be made and the detailed measurement will be taken as soon as possible.

First & Final Payment- The term indicates a single payment made for a job or contract on its completion. In this case, the payment finished after one payment after the completion of the work. This is applicable to small work.

On account or running or interim payment-

- This means payment made on a running account to the contractor for works done ~~and~~ or supplies made by him duly measured and entered in the measurement Book (MB) when only a part of the whole work or supply has been done and the work or supply is in progress.

- During the progress of the work the contractor is paid time to time and ~~the~~ when the contractor has done some progress he is paid up to the extent of work done by him.

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Final Payment-

(14)

- This means the payment made on running account made to a contractor on the completion or termination of his contract and is full settlement of the account.
- The bill on which final payment is made is called "Final Bill."

Regular Establishment-

- (i) Both permanent & temporary employees of the department are included in regular establishment.
- (ii) The salaries and allowances are drawn monthly on regular pay bills from the treasury in prescribed form.
- (iii) The payment to each is made after taking receipts (Stamped signature) on the pay bill.
- (iv) The salary is met from the budget grant under the head establishment.
- (v) Permanent establishments are not liable for retrenchment and they are entitled for leave, pensions and other amenities as per service rule.

Temporary Establishments-

Temporary establishments are employed when the work is increased and their services can be terminated at any time with proper notice as per rules.

Cash- The term cash includes legal tender coin notes, cheques payable on demand, remittance transfer receipts and demand drafts. A small supply of revenue stamps may be kept as a part of cash balance.

Heads of the account -

The transaction of public work offices are grouped under the following heads.

- ① Expenditure heads - Expenditure heads are for charges admissible finally in the account of divisional offices.
- ② Revenue heads - These heads are for revenue receipts creditable finally to the government in the account of divisional office.
- ③ Remittance heads - These heads are for receipts as well as for payment of cash, stores of other values received from, or paid to, or on behalf of other departments or governments.
- ④ Debit or deposit heads - These heads are for certain receipts and payments held in suspense till such time as they are cleared by payment or recovery.
- ⑤ The transaction under each of these heads are further sub-divided for the purpose of accounts.
- ⑥ In case of expenditure and revenue heads, the main unit of classification is called the major head. A major head is divided into minor heads and each of the minor head is further subdivided into detailed heads.
- ⑦ In some cases, the minor heads are divided into subheads which is again divided into detailed heads.

Major Revenue heads -

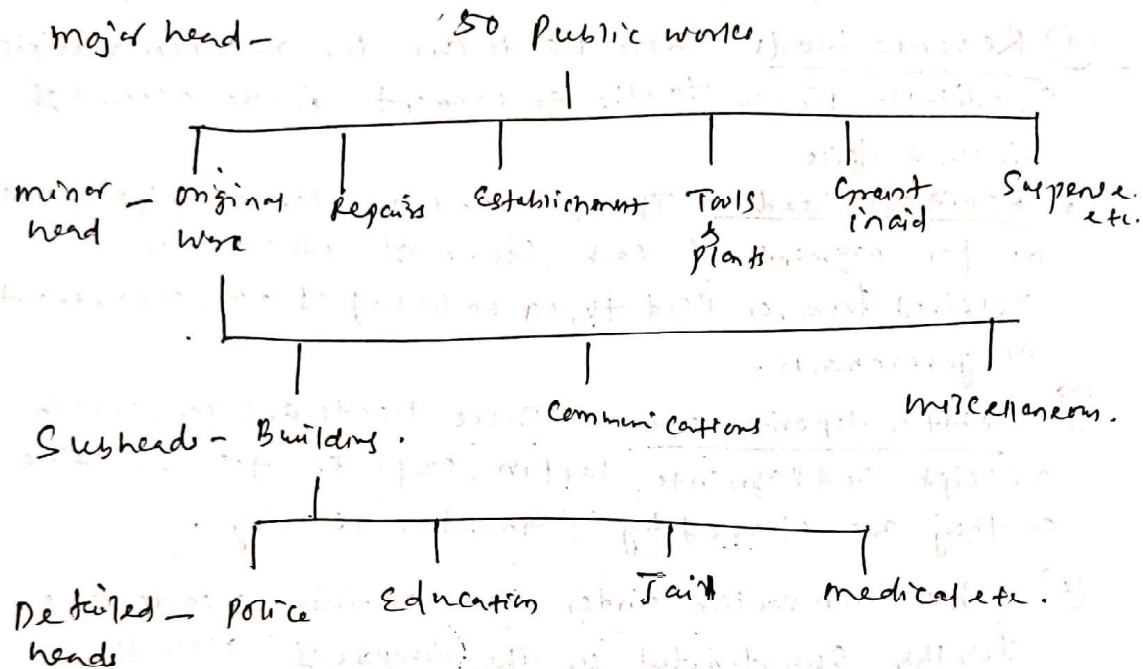
It includes, multipurpose river schemes, irrigation and electricity schemes; public works including Roads and schemes of misc. public improvements.

Major Expenditure heads -

It includes multipurpose river schemes, irrigation, electricity schemes, capital account of multipurpose river schemes, irrigation & electricity schemes, with revenue account.

⑧ The details of account heads for all receipts and payments are given in public works account Code in financial handbook, budget manual etc.

Example -



Temporary Advance/Temporary Imprest -

→ It is the amount which is advanced by a disbursing officer to a sub-ordinate officer to enable him to make number of specific payment out of a muster-roll or any other voucher which has already been passed for payment.

→ The amount of temporary advance should be closed as soon as possible.

→ The maximum amount of temporary advance depends on the security of the sub-ordinate officer usually up to Rs. 250/- or on the discretion of the Executive Engineer.

→ The temporary advance amount is advanced for payment of passed bill, while the permanent imprest amount is advanced for payment of unpassed bills as and when required.

Debit - Debit means expenditure. when an amount is to be debited to a work means the amount is to be shown as expenditure of work.

Credit - Credit means receipts. when an amount is to be credited to a work it means that the amount is to be shown as receipt under the work.

Issue rate - It denotes the cost at per unit fixed on the articles of stock for the purpose as calculating the amount creditable to the subhead concerned of stock account when issued from stock.

(i) It is fixed for each article of stock on the basis of actual cost plus other expenses including storage charges.

(ii) It is fixed on the principle that there may not be ultimate profit or loss in the stock account and the rate should include the actual cost of the materials in the cost of transport, expenditure on work charged establishment for handling and keeping initial record expenditure on the custody of stock, watch and ward, expenditure on the maintenance of store, godown or garden.

Supervision charges -

→ This is ordinarily applied to the charges which are imposed in addition to the book value and storage charge in respect of stock materials sold or transferred and are intended to cover such items of expenditure incurred on the store as do not enter the book value and are not included in storage charges.

Storage charges - It means expenditure incurred on ~~storage~~ store materials after the acquisition of stores, on work charged establishment employed on handling and keeping initial accounts, the custody of stocks and the maintenance of store godown or yards etc. and added on a percentage basis of the cost so as to form part of the issue rate.

Suspense Accounts -

→ Suspense accounts/heads are such that are reserved for temporary banking of the transactions of following nature.

(i) when the final head of account to which cost is ultimately debitable cannot be determined at once.

(ii) when the materials have been received from a supplier or some other division and the bills of same have not been received.

(iii) To watch recovery of cost of materials on their sale and off other shortages, pending adjustment by recovery or otherwise.

→ 'minor head "Suspense" is divided into five sub heads like purchase, stock, miscellaneous p.w. advances, London stores and workshop suspense.

Measurement Book (M.B.) -

→ The measurements of all works and supplies are recorded in the measurement book (Form No-23) and payment of all works and supplies are made on the basis of measurement recorded.

→ This is a very important account record;

(19)

Form-23 (Measurement Book)

Particulars	Details of actual measurement				Contents of area
	No	L	B	D	

→ All MBS are numbered serially and a register is maintained in the divisional office showing the serial number of each book, the name of the SDO to whom issued, the date of issue, date of return and remarks. A similar record is also maintained in the Sub divisional office.

Points to be observed in recording measurement in MB -

- (i) The measurements are recorded by the Executive or Assistant Engineer or Sectional Officer to whom measurement books have been issued for the purpose.
- (ii) The measurement of the works are taken accurately and recorded neatly for the different items of works for the respective units.
- (iii) For the supply of materials, the quantities received are measured, weighed or counted as applicable & recorded in the measurement book.
- (iv) Before taking measurement the overseer should make himself familiar with all conditions and specifications provided in the contract agreement. Measurement should be taken with correct metallic tape, preferably with a Steel tape.
- (v) All measurements should be recorded in the bill directly in the MB and ~~nowhere~~ nowhere else.
- (vi) The entries in the content of area column should be made in bill after necessary calculations.

(20)

(vi) No entries should be erased if a mistake is made, it should be corrected by crossing out and inserting the corrections and the corrections thus made being initialled and dated.

(vii) measurement should be taken in presence of contractor and his signature should be taken at the bottom of the measurements.

(ix) The pages of the measurement book are machine numbered. Entries should be recorded continuously and no blank ~~left~~ pages left or pages torn out. Separate measurement books should be used for the works done by the contractor and by the departmental labour.

(x) Each MB should be provided with an index of the contents of different entries at the beginning.

(xi) Loss of MB is a serious matter and is to be reported to the higher authorities, when a MB cannot be traced for a month, the fact should be reported to the SE for suitable action in this matter.

(xii) The cause of loss is fully investigated and suitable action is taken if anybody found responsible.

~~(xiii)~~

(xiii) In case of bills for work done, the measurement should commence with following entries like full name of the work, situation of the work, Agency executed the work, Name of Contractor, Date of written order to commence work, date of actual completion of work, Date of measurement, Number of measurements (1st, 2nd, 3rd, or first and final etc).

(xiv) In case of bills for supply of materials, MB should commence with following like name of the supplier, Contractor, ~~same~~ number and date of agreement or order, Purpose of supply, ^(ex) purchase for stock, purchase for direct issue to work with the name of the work, date of written order to commence supply, date of actual completion of work, date of measurement etc.

Standard measurement Book (SMB) —

- A measurement book where the detailed measurements of certain items of work of a building is recorded correctly in it on the completion of the construction and the accuracy of which is certified by an Assistant Engineer, is called Standard measurement book (SMB).
- This book is kept as a record to facilitate the preparation of estimate for periodical repairs and their execution.
- In case of annual whitewashing, colour washing etc no detailed measurement need to be taken, the contractor's bill are prepared and payments to contractors are made on the basis of measurements in the SMB.
- SMB is checked every five years and alterations if any are entered in the SMB, which is called "quinquennial checking."
- It is mainly used for annual repair and maintenance work.

Muster Roll —

- The attendance of labourers is kept in Muster Roll (Form 21) by the overseer or by his authorised agent as work supervisor.
- The attendance of labour is checked and initially by the Assistant Engineer or SDO or divisional engineer frequently during their inspections.
- Generally, if work is executed by ^{the} department by employing daily labour as mason, coolies, bhicties etc, then the labour attendance is made in Muster Roll.

required.

TENDER NOTICE

1. Sealed Tenders will be received up to A.M./P.M. on the of 19.....
by the *Executive Engineer* *Division* for the following work :—

Name of work Estimated cost Rs.

2. The work must be completely finished to the satisfaction of the Executive Engineer
within months from the date of the order to commence the
work.

3. The Tender Form with complete sets of blank forms of contract can be obtained from the
office of the *Executive Engineer* Divisions at every
day (except Sunday and holiday) from A.M. to P.M. at a charge of
Rs..... per set.

4. Each tender must be accompanied by a deposit of Rs. as earnest
money. Such earnest money may be of the following forms :—

(i) Cash or Treasury Challan.

(ii) Post office savings bank pass-book having the requisite amount in the account, pledged to
the Executive Engineer.

(iii) Deposit Receipt of State Bank or other approved Bank pledged to the Executive Engineer.

(iv) National plan loan or National Saving Certificate pledged to the Executive Engineer.

5. The tenders will be opened at A.M./P.M. on the day 19.....
by the Executive Engineer or his authorised agent at the office at

6. Power is reserved to reject any tender or all tenders without assigning any reason or given
any explanation.

7. Unless the person, whose tender has been accepted, signs the contract and deposits the
security specified within days, the earnest money deposited by him will be forfeited and the
acceptance of his tender will be withdrawn.

8. The tendered rates shall be for the complete work and shall include all quarrying charges,
royalty, testing, screening, tools and plants, carriage of materials to site, removal and changes of
rejected materials, all taxes, income-tax, sales-tax, octroi charges, materials, labour, etc.

9. The tender rates will remain valid for a period of three months from the date of opening
tenders.

10. The quantities in the bill of quantities are approximate and liable to variation or
cancellation for which contractor will not be entitled to any compensation. The quantities of any
item or items and the total cost may vary by 20% for which rates shall not be altered.

11. The rate should be quoted in the bill of quantities, legibly both in figures and words.

Executive Engineer *Division*.

Odisha Real Estate Regulatory Authority Regulations, 2017

**Odisha Real Estate Regulatory Authority
Bhubaneswar**

The Odisha Gazette

EXTRAORDINARY
PUBLISHED BY AUTHORITY

No. 1357, CUTTACK, TUESDAY, AUGUST 29, 2017/BHADRA 7, 1939

HOUSING & URBAN DEVELOPMENT DEPARTMENT

ODISHA REAL ESTATE REGULATORY AUTHORITY

(Plot No.371, Vivekananda Marg, Bhubaneswar-751014)

NOTIFICATION

The 29th August, 2017

S.R.O. No.373/2017— In exercise of the powers conferred by sub-section (1) of Section 85 of the Real Estate (Regulation and Development) Act, 2016; the Odisha Real Estate Regulatory Authority does hereby make the following regulations, namely:—

1. Short title and Commencement. — (1) These regulations may be called the Odisha Real Estate Regulatory Authority Regulations, 2017.

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

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

- (a) "Act" means the Real Estate (Regulation and Development) Act, 2016;
- (b) "authenticated copy" shall mean a self-attested copy of any document required to be provided by any person under these regulations;
- (c) "covered parking" means parking provided under stilt, in basement, in any floor of a multilevel parking, roof top or a parking space with a covered roof without walls on sides other than a garage in the real estate project;
- (d) "Form" means Form appended to these regulations;
- (e) "Rules" means the Odisha Real Estate (Regulation & Development) Rules, 2017;
- (f) "section" means a section of the Act.

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

3. Application by promoter. — Every application for registration of a new or ongoing real estate project made under sub-section (1) of Section 4 by the promoter or a person authorized by the promoter shall be in Form I and shall be in triplicate, with requisite documents as mentioned in Form I prescribed under the provisions of sub-section (2) of

section 4, duly signed and authenticated, at the office of the Authority, until the application procedure is made web based for registration of a real estate project.

4. Fees. — (1) Application made under sub-section (1) of section 4 shall be accompanied by a fee specified in the table below.

Type of Projects (1)	Rate of fee per sq. m of plot area exceeding 500 sq.m (2)
Residential Project	Five rupee (Subject to a maximum of two lakhs fifty thousand rupees)
Commercial Project	Ten rupee (Subject to a maximum of five lakhs rupees)
Mixed development	Seven rupee (Subject to a maximum of three lakhs rupees)

(2) The payment of fees shall be accepted by way of a demand draft or pay order from a scheduled bank in favour of the Authority or through any other form that may be specified by the Authority, from time to time, which may include netbanking and online payment.

(3) The promoter, if intends to extend the time as declared by him under sub-clause (c) of clause (l) of sub-section (2) of section 4 for completion of the project or phase thereof, as the case may be, he shall make an application in Form II accompanied with the fees which shall be twice the amount of fee paid by him in the manner as provided in sub-rule (1).

5. Application for approval of the Authority for transfer. — (1) The promoter shall make an application in Form III for obtaining prior written approval of the Authority as provided under sub-section (1) of section 15 for transfer of assets and liabilities of the project to a third party either in full or part, furnishing details about such intended transfer.

(2) Every application under sub-regulation (1) shall be accompanied by authenticated documents as specified below:

- Copy of the registration certificate of the project which is proposed to be transferred to a third party;
- Copy of the plan approved by the competent Authority;
- The part of the registered project proposed to be transferred should be marked on copy of approved plan along with a statement indicating the area of land, carpet area and common area, common facilities and amenities;
- Consent from the bank which is the chief financier of the project, if any;
- List of allottees with names and correspondence address, with email ID and mobile number and copies of their identity proof;
- List of at least two third of the total allottees, except the promoter, who have consented for such transfer of the real estate project to the third party with copies of their written consent letter in Form IV.

(3) On receipt of such application for transfer, the Authority shall intimate through a written notice to all the allottees about the intended transfer and shall cause scrutiny and verification of the information and documents provided therein and on being satisfied that such transfer will be in the interest of the development of the project and does not adversely affect the interest of allottees, creditors and parties to the project, the reasons of the same to be recorded in writing, shall either grant written approval for such transfer subject to such conditions if any, as may be specified in the order or refuse the application for transfer:

Provided that at the time of consideration of such applications and prior to grant of written approval, a notice shall also be published giving particulars of the project and description of the proposed transfer along with the name and detail address of the promoter to whom the project is intended to be transferred, calling for objections of the parties and creditors whose interests are likely to be affected by such transfer, in at least two newspapers in circulation in the area where the project is situated and a copy thereof shall also be exhibited on the site of the project as well as in the website of the authority for information of the allottees and parties.

(4) Every order granting approval or refusing approval, shall state the grounds for imposing such conditions or for such refusal in Form V.

6. Complaints to the Regulatory Authority. — The complaints filed by any aggrieved person shall be in Form VI, and such complaint shall be accompanied by relevant supporting documents along with a fee of rupees one thousand which shall be paid through pay order or Demand Draft from a scheduled bank drawn in favour of the Authority or through online.

7. Complaints to the Adjudicating Officer.— Any aggrieved person may file a complaint with the adjudicating officer in Form VII, and such complaint shall be accompanied by relevant supporting documents along with a fee of rupees one thousand which shall be paid through pay order or a Demand Draft from a scheduled bank drawn in favour of the Authority or through online.

8. Register of complaints.— On receipt of the complaint, the particulars of the complaint shall be recorded in Form VIII and separate registers for records of complaints shall be maintained by the Authority and the Adjudicating Officer mentioning the serial number of the complaint as a reference for subsequent communication between the complainant and the Authority or the Adjudicating Officer, as the case may be.

9. Meetings of the Authority. — (1) All meetings of the Authority shall ordinarily be held, at the office of the Authority.

(2) For every ordinary meeting of the Authority, an intimation in writing along with the agenda for the meeting and relevant notes, statements and reports, if any, shall be sent to all members of the Authority including Chairperson, at least seven days in advance, with the prior approval of the Chairperson.

(3) The non-receipt of a notice of meeting by any member shall not invalidate the proceedings of the meetings or any resolution passed or decision taken at such meeting.

(4) Any member of the Authority may propose for discussion on any matter of importance to be circulated for a decision, which is not included in the agenda with the permission of the Chairperson.

(5) The quorum for every ordinary meeting of the Authority shall be two-third of the members of the Authority, in absence of which the meeting shall stand adjourned.

(6) In case of adjournment, the Chairperson shall decide the date, time and place for meeting for transacting the business of the Authority which could not take place due to adjournment.

(7) The minutes of every meeting held by the Authority shall be recorded by the person as directed by the Chairperson which may be circulated to the members and to any other officer, for implementation.

10. Procedure for adjudication.— For the complaint received by the Authority and Adjudicating officer under regulation 6 and 7, the following procedure shall be followed, namely:—

(a) the notice issued by the Authority or the Adjudicating Officer, shall be in Form IX

(b) the notice may be sent through electronic mode and transmission of such communication shall be regarded as valid and adequate service

(c) on receipt of the notice, a reply shall be filed by the defendants on or before the date fixed for hearing, with a copy delivered to the complainant

(d) a daily cause list in Form X, containing cases fixed for hearing on a day by the Authority and Adjudicating Officer shall be prepared, in triplicate, and shall be pasted on the previous working day on the notice board of the Adjudicating Officer and the Authority or at such other places.

Form I

(See Regulation 3)

Application for registration of real estate project at
_____ (Name of ULB/Panchayat)

To

The Chairperson,

Odisha Real Estate Regulatory Authority,
Bhubaneswar.**For Office Use Only**

Application Serial No: _____

Date: _____

Fees Paid: INR _____

Sir,

I/We hereby apply for the grant of registration of my/our project to be set up at

_____ Tehsil _____ District _____ State _____

1. Details of the applicant

Affix Size photograph of Promoter	Affix Passport Size photograph of Promoter	Affix Passport Size photograph of Promoter

a. Name (Individual/ Entity): _____

b. Type of Entity : _____

c. Permanent/ Registered Address _____

d. Company Registration Number (As applicable): _____

e. PAN Number: _____

f. Name (s) of chairman of the governing body / partners / directors etc. (As applicable):

g. Registered Phone number and email id: _____

h. PAN Number _____

2. Basic Information of Project- to be filled in **Annexure 1** to this form3. Details for project to be registered - to be filled in **Annexure 2** to this form4. Details of the fees for registration - to be filled in **Annexure 3** to this form5. Checklist of documents - to be filled in **Annexure 4** to this form

Annexure 1

Brief details of the projects, launched by the promoter in the last five years (whether completed or being developed), [Refer sub-clause 2(b) to Section 4 of the Act]

Basic Information of Project in the last five years

Sl. No.	Name and address of the project	Project registration number (if any)	Type of Project ¹	Type of Land (ownership/ joint venture)	Status of project (Completed/ Ongoing)	If ongoing, project (delayed/ on time)	Cases Pending (Y/N)	Details of cases, if any	Payments Pending (Y/N)	Other Details, if any
	1.	2.	3.	4.	5.	6.	7.	8.	9.	10.

¹used for any residential or commercial use such as residence, office, shop, showroom or godown or for carrying on any business, occupation, profession or trade, or for any other type of use

Annexure 2

Details to be provided for project to be registered

Sl. No.	Particular	Details		
1.	Name of the project			
2.	Type of Project ² (Residential/ Commercial/ Mixed/Plotting)			
3.	Address of the project			
4.	Details of the title-holder and land details			
	Name of the title holder			
	Name of the partner in the joint venture (if any)			
		Mouza	Khata No.	Plot No.
	Land Details			
	Area of plot			
	Classification of the plot			
	Plot area utilized for the project			
5.	Actual Date of Commencement of the project			

²used for any residential or commercial use such as residence, office, shop, showroom or godown or for carrying on any business, occupation, profession or trade, or for any other type of use

Sl. No.	Particular	Details				
6.	Scheduled date of completion of the project					
7.	Reasons for Delay (if any)					
8.	Types of units to be sold ³ - Nos.	Plots (1)	Residential units (2)	Commercial Units(3)	Mixed Units (4)	Other units(5)
9.	Details of Units (types of Units and their Details)					
		Carpet Area (sq. m) of each category	Area of balcony/, in each category		Area of exclusive open terrace (if any)	
i.	Type 1 (mention nos. of units)					
ii.	Type 2 (mention nos. of units)					
iii.	Type 3 (mention nos. of units)					
iv.	Type 4 (mention nos. of units)					
v.	Type 5(mention nos. of units)					
	<i>(Add rows as applicable)</i>					
10.	Types of Garages and Parking					
i.	Total Nos. of garages in the project (categorize by area and nos. of each category)	Area				

³ Specify type of units as Apartments, Plots, Bungalows, shops, units, others (mentions nos. of each category)

Sl. No.	Particular	Details		
ii.	Total Nos. of covered Parking in the project (categorize by area and nos. of each category)	Area		
iii.	Total Nos. of open Parking in the project (categorize by area and nos. of each category)	Area		
11.	Details of the bank or banker with which account in terms of section 4 (2)(I)(D) of the Act will be maintained			
i.	Name of Bank/Banker/IFSC Code:			
ii.	Address and phone number of the Bank:			
iii.	Account Number :			
12.	Name and address of contractors, architects, structural engineers and other technical persons concerned with the proposed project			
	Name	Role (Architect, engineer, contractor, any other)	Registered Address, Phone no. email id	Registration. No.
13.	Name and address of the real estate agents with registration numbers for proposed projects			
	Name	Registered Address	Phone No. and email	Registration. No. (if any)
14.	Any other information the applicant may like to furnish			

Annexure 3**I. Fees for registration**

Application made under sub-section (1) of section 4 of the Act for grant of registration of projects, shall be accompanied by a registration fee specified in regulation 4. The payment of fees shall be accepted in shape of a demand draft or pay order from a scheduled bank in favour of the Authority or through any other form that may be specified by the Authority from time to time like through debit and credit cards, online payment etc.

Sl. No.	Particular	Details
1.	Demand draft Number.	
2.	Online transaction reference Number	
3.	Name of Bank	
4.	Date of drawing demand draft or online transaction	

Annexure 4**II. List of Documents to be enclosed**

Sl. No.	List of Documents	Tick as applicable
1	Authenticated copy of the PAN card of the promoter;	
2	A brief details of enterprise including its name, registered address, type of enterprise (Proprietorship, societies, partnership, companies, competent authority)	
3	The copy of registration/incorporation certificate, the name and 2 passport size photographs of individual promoter, all partners of a firm, Directors of company	
4	Brief details of project launched by promoter in last 5 years	
5	Whether projects already completed or being developed	
	Current status of the said project	
6	Details of cases pending	
	Details of type of land and	
	Payments pending	
7	Copy of the legal title deed reflecting the title of the promoter to the land on which development is proposed to be developed along with legally valid documents with authentication of such title, if such land is owned by another person;	
8	The details of encumbrances on the land on which development is proposed including any rights, title, interest or name of any party in or over such land along with details;	
9	If the promoter is not the owner of the land on which development is proposed details of the consent of the owner of the land along with a copy of the collaboration agreement, development agreement, joint development agreement or any other agreement, as the case may be, entered into between the promoter and such owner and copies of title and other documents reflecting the title of such owner on the land proposed to be developed;	
10	An authenticated copy of the approvals and commencement certificate from the competent authority obtained in accordance with the laws as may be applicable for the real estate project mentioned in the application	

11	If the project is proposed to be developed in phases, an authenticated copy of the approvals and commencement certificate from the competent authority for each of such phases	
12	Attach the sanctioned plan	
	Layout plan	
	Specifications of the proposed project or the phase thereof	
	The whole project as sanctioned by the competent authority	
13	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,	
	Others (Specify)	
14	The location details of the project, with clear demarcation of land dedicated for the project along with its boundaries including the latitude and longitude of the end points of the project;	
15	Performa of	
	The allotment letter,	
	Agreement for sale,	
	The conveyance deed proposed to be signed with the allottees	
16	Details of the number, type and the carpet area of apartments for sale in the project along with the area of the exclusive balcony or verandah areas and the exclusive open terraces areas apartment with the apartment, if any	
17	The number and areas of garage for sale in the project	
18	The names and addresses of real estate agents,	
19	The names and addresses of	
	The contractors	
	Architect	
	Structural engineer	

	Any other person concerned with the development of the proposed projects.	
20	Bank Passbook details :Name of the bank, IFSC Code, Account No., Date of opening of bank account (Authenticated copies of the first page and the last page of the pass book reflecting the latest transaction or any other document as a proof of the above details)	
21	A declaration, supported by an affidavit signed by the promoter or any other person authorised by promoter as per clause (L) under sub-section 2 of section 4 of Real Estate(Regulation and Development)Act, 2016	

I/We solemnly affirm and declare that the particulars given in herein are correct to my /our knowledge and belief and we attach all necessary certificates and documents in support of our application

Dated:

Place:

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

Form II

(See Regulation 4(3))

Application for extension of registration of the project

From:

To

The Chair person

Odisha 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. A demand Draft No. _____ dated _____ for rupees
_____ in favour of _____ drawn on _____
bank or _____ (give details of online
payment such as date paid, transaction no. etc.); as fees for extension of
registration specified under regulation 4 of the Odisha Real Estate Regulatory
Authority Regulations, 2017
- ii. Authenticated certificate from the Architect of the project stating 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 'A' of the rules at the time of
making application for the registration of the project _____;
- 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 Authority
- v. The original project registration certificate
- vi. Any other information as may be specified by regulations.

I/We hereby state that the above details are true and correct to our knowledge and we attach all
necessary certificates and documents in support of our application

Place:

Dated:

For Office Use Only

Application Serial No.: _____

Date: _____

Fees Paid: _____

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

Form III

(See Regulation 5 (1))

Transfer of real estate project to Third Party

From:

For Office Use Only

Application Serial No: _____

Date: _____

Fees Paid: _____

To

The Chair person

Odisha Real Estate Regulatory Authority,

I hereby apply for approval to transfer the rights of the project from _____

to _____, pertaining to the project described in this application.

1. Project Details

- i. Unique Project Registration Number(*under Section 5(1) of the Act*)
- ii. Project Address

2. Particulars of Project Transfer

- Name of promoter (Transferor)
- Registered Address and Contact Information

- Name of promoter (Transferee)
- Registered Address and Contact Information

In case of individual –

- i. Name
- ii. Father's Name
- iii. Occupation
- iv. Permanent Address
- v. Two Passport Size Photographs

OR

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

- i. Name
- ii. Registered Address
- iii. Copy of registration certificate
- iv. Name, photograph and address of chairman of the governing body / partners

List of amenities provided.	Total Nos. of apartments/units	Total Nos. of covered Parking	Total nos. of Garages	Status of Allotment		Remarks
				Allotted	Not Allotted	
10.	11.	12.	13.	14.	15.	16.

/directors etc.

3. Brief details of the project(s)/ part of project(s) undergoing transfer

Name	Location	Total nos. of units in project	Current status of transferred part			Scheduled date of Completion	Plot area	Location (attach map)
			Under Construction	Construction Complete	Received completion certificate			
1.	2.	3.	4.	5.	6.	7.	8.	9.

4. Reason for Transfer: ☐ Transfer by sale ☐ Others. Please Specify_____

5. Proposed Date of Transfer: _____

6. Intimation of transfer to Stakeholder/ apartment owners/ allottees: ☐ Yes ☐ No7. Consent of two-third of the Stakeholder/ apartment owners/ allottees: ☐ Yes ☐ No

We hereby state that the above details (contents of paragraph 1 to 7) are true and correct to our knowledge and we attach all necessary certificates and documents in support of our application

Signature of Transferor

Signature of Transferee

Enclosed:

1. Details of the Transferee as stated under rule 3
2. Copy of the registration certificate of the project which is proposed to be transferred to a third party;
3. Copy of the plan approved by the competent Authority;
4. The part of the registered project proposed to be transferred on copy of approved plan
5. List of all Stakeholders/ allottees of the project with ID proof, phone nos. and email address.
6. List of Stakeholders in consent with the transfer
7. Evidence of intimation to Stakeholders
8. Copy of sale agreement, Deeds of sale and transfers
9. Consent letter from allottees as specified in Form IV

Form IV

(See Regulation 5(2)(f))

For office Use

Serial No. _____

Consent form of allottee**Date:**

1. Name of allottee: _____
2. Address of the project: _____
3. Unit Details:
 - Apartment/Unit No.: _____
 - Carpet Area: _____
 - Date of Booking: _____
 - Date of Allotment agreed upon : _____

I hereby grant my consent to the transfer of the project from _____ to _____, as requested. I have been made aware of the changes through (at least 2 criteria have to be met):

- Newspaper Articles
- Email/Letter
- Website of promoter or Authority
- In person meetings

On the transfer, the succeeding promoter shall be required to independently comply with all the pending obligations as per the agreement for allotment/sale entered into by the erstwhile promoter with me (name of allottee) _____

Signature of allottee

Address of allottee: _____

Phone no. : _____

Email ID: _____

Place: _____

Date: _____

Enclosed:

- ID Proof

Form V

(See Regulation 5(4))

Approval/ Rejection of transfer of a real estate project to a third party.

To,

From,

The Chairperson

Odisha Real Estate Regulatory Authority,

With reference to the Application Number _____, Dated _____; the Authority hereby approves/ rejects the transfer of rights for the project from _____ to _____, pertaining to the project described in this application;

1. Transfer Details

- i. Name of promoter (Transferor)
- ii. Name of promoter (Transferee)
- iii. Proposed Date of Transfer: _____

2. Project Details

- i. Unique Project Registration Number: _____
- ii. Project Address:

Name	Location	Total nos. of units in project	Current status of transferred part			Scheduled date of Completion	Plot area	Location (attach map)
			Under Construction	Construction Complete	Received completion certificate			
1.	2.	3.	4.	5.	6.	7.	8.	9.

List of amenities provided.	Total Nos. of apartments/units	Total Nos. of covered Parking	Total nos. of Garages	Status of Allotment		Remarks
				Allotted	Not Allotted	
10.	11.	12.	13.	14.	15.	16.

3. Conditions (for Approval of transfer of the Real Estate Project to a third party):

The transfer of rights has been agreed upon by two-thirds of the total stakeholders. This shall not result in extension of time to the intending promoter to complete the real estate project and he shall be required to comply with all the pending obligations of the erstwhile promoter, and in case of default, such intending promoter shall be liable to the consequences of breach or delay, as the case may be, as provided under this Act or the rules and regulations made thereunder.

4. Reasons (for Rejection of transfer of the Real Estate Project to a third party):

Signature

Chairperson of Authority

Form VI

(see Regulation 6)

Complaints to the Regulatory Authority**For Office Use Only**

Date of filing: _____

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

Complaint No.: _____

Signature: _____

Registrar: _____

IN THE REGULATORY AUTHORITY'S OFFICE OF ODISHA

Between

_____ Complainant(s)

And

_____ Respondent(s)

Details of claim:

1. Particulars of the complainant(s):

(i) Name(s) of the complainant:

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

(iii) Address for service of all notices:

(iv) Contact Details (Phone number, e-mail, Fax Number etc.):

2. Particulars of the respondents:

(i) Name(s) of respondent:

(ii) Office address of the respondent:

(iii) Address for service of all notices:

(iv) Contact Details (Phone number, e-mail, Fax Number etc.):

3. Jurisdiction of the Authority:

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

4. Facts of the case:

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

5. Relief(s) sought:

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

_____.

[Specify 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:

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

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

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

8. Particulars of [demand draft or online payment] in respect of the fee as specified in regulation 13

(i) Amount

(ii) Name of the bank on which drawn

(iii) [Demand draft number / online payment transaction no.]

9. List of enclosures:

(i) Copies of the documents relied upon by the complainant and referred to in the complaint

(ii) An index of documents

(iii) Other documents as annexed along with the complaint

Signature of the complainant(s)

Verification

I _____ (name in full block letters), 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 VII

(See Regulation 7)

Complaint to Adjudicating Officer

(Claim for compensation under section 31 read with section 71 of the Act)

For use of Adjudicating Officer's office:

Date of filing: _____

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

Complaint No.: _____

Signature: _____

Authorized Officer: _____

IN THE ADJUDICATING OFFICER'S OFFICE OF ODISHA

Between

_____ Complainant(s)

And

_____ Respondent(s)

Details of claim:

1. Particulars of the complainant(s):

(i) Name(s) of the complainant:

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

(iii) Address for service of all notices:

(iv) Contact Details (Phone number, e-mail, Fax Number etc.):

(v) Details of allottees apartment, plot or building, as the case may be:

2. Particulars of the respondents:

(i) Name(s) of respondent:

(ii) Office address of the respondent:

(iii) Address for service of all notices:

(iv) Contact Details (Phone number, e-mail, Fax Number etc.):

(v) Registration no. and address of project:

3. Jurisdiction of the adjudicating officer:

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

4. Facts of the case:

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

5. Compensation(s) sought:

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

_____.

[Specify 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 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).

7. Particulars of [demand draft or online payment] in respect of the fee as specified in regulation 14

(i) Amount:

(ii) Name of the bank on which drawn:

(iii) [Demand draft number / online payment transaction no]:

8. List of enclosures:

(i) Copies of the documents relied upon by the complainant and referred to in the complaint

(ii) An index of documents

(iii) Other documents as annexed along with the complaint

Signature of the complainant(s)

Verification

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

Place:

Date:

Signature of the complainant(s)

Form VIII
Register for record of complaints

(See Regulation 8)

A. Record of complaints for allottee

Sl. No.	Complaint No.	Name of Complainant	Address of Complainant	Unique Project Registration No.	Date of complaint	Grounds of complaint

Status of complaints		Status of Clarification		Remarks
Resolved	Not Resolved	Approved	Not Approved	

B. Record of complaints for promoters

Sl. No.	Complaint No.	Name of Complainant	Address of Complainant	Unique Project Registration No.	Date of complaint	Grounds of complaint

Status of complaints		Status of Clarification		Remarks
Resolved	Not Resolved	Approved	Not Approved	

C. Record of complaints for Real estate agents

Sl. No.	Complaint No.	Name of Complainant	Address of Complainant	Unique Project Registration No.	Date of complaint	Grounds of complaint

Status of complaints		Status of Clarification		Remarks
Resolved	Not Resolved	Approved	Not Approved	

Form IX

(See Regulation 10(a))

Notice by _____

Date:

..... Complainant

v.

..... Respondent

Above named complainant has filed a complaint under section _____ of Real Estate (Regulation and Development) Act, 2016, Odisha Real Estate (Regulation and Development) Rules, 2017 and regulations made thereunder. The details of the complaint are as follows:

You are directed to reply to the above complaint within a period of seven days of receipt of this notice and appear before the Adjudicating Officer or the Odisha Real Estate Regulatory Authority in person or through an advocate/authorized representative, duly instructed on day of Year at (time), at (place), failing which the Application shall be heard and decided in your absence.

Given under my hand and the seal of the Adjudicating Officer, this day of

Signature

Adjudicating Officer/Odisha Real Estate Regulatory Authority

Form X

(See Regulation 10(d))

Cause List

Date:

Sl. No.	Application Number	Name of Applicant or Complainant	Name of Respondent	Name of Applicant's or Complainant's Counsel	Name of Respondent's Counsel	Posted for
	1.	2.	3.	4.	5.	6.

Signature

Adjudicating Officer/ Odisha Real Estate Regulatory Authority

[No. 19652–HUD-RERA-CELL-10/2017/HUD.]

G. MATHI VATHANAN

Chairperson
Odisha Real Estate Regulatory Authority