

## Chapter VIII

### **Rights and Duties of Allottees**

**8.0.0** The Real Estate (Regulation & Development) Act is a comprehensive legislation which regulates the activities of all stakeholders namely, the promoters, the agents and the allottees. The allottee being one of the parties to the transaction is bound by the terms and conditions of the agreement of sale executed in terms of the Act. The Act in Chapter IV lays down the rights of the allottee which he has against the promoter and which are to be enforced by the Regulatory Authority.

#### **Rights of the Allottees**

##### **To obtain information**

**8.1.0** The allottee has the right to obtain information relating to the project including information about the sanctioned plan/layout plan and the specifications as approved by the competent authority. The information is required to be contained in the webpage of the Authority's site and updated regularly in terms of the provisions of sec. 11(1) of the Act. The right to obtain this information is significant as Section 14 obligates the promoter to adhere to the sanctioned plan and project specification, departure from which empowers the allottees to act against the promoter and stop him from doing so. In case the promoter intends to make any additional construction beyond what is

sanctioned in the plan and disclosed to the allottees, he can do so only after obtaining prior written consent of at least 2/3rd number of allottees.

**8.1.1** Besides, the allottee is also entitled to all other information which are related to matters provided in the Act, rules or regulations made thereunder or, in the agreement for sale.

**To know stage-wise time schedule of completion**

**8.2.0** This is also the information required to be displayed on the website. Apart from the time scheduled for the completion, the allottee is entitled to information regarding water, sanitation, electricity and other amenities and services as agreed with the promoter in the agreement for sale.

**To claim possession**

**8.3.0** The allottee is entitled to claim possession of the building, apartment or plot as per the declaration given by the promoter in his application for registration of the project. While possession of the building apartment or plot is to be given to the allottee, that of common area is to be handed over to the association of allottees.

**To claim refund in the event of non-completion**

**8.4.0** The allottees is entitled to claim the refund of the amount paid along with interest at the prescribed rates, and compensation as may be determined by the adjudicating authority in the event of failure by the promoter to give possession in accordance with the terms of the agreement for sale. Even if such failure is due to discontinuance of business as a developer on account of suspension or revocation of registration, the allottee's right to claim such refund and other amount remains unaffected.

**By K.K. Ramani & N.C. Jain**

**To obtain documents and plans**

**8.5.0** The allottees are entitled to have documents and plans including that of common area after the possession is handed over by the promoter to him or the association of allottees.

**Responsibilities of Allottees****To make payment**

**8.6.0** Every allottee, who has entered into an agreement to take an apartment, plot or building as the case may be, shall be responsible to make necessary payments in the manner and within the time as specified in the said agreement for sale and shall pay at the proper time and place, the share of the registration charges, municipal taxes, water and electricity charges, maintenance charges, ground rent, and other charges, as may be payable. The obligation to make payment within specified time may be changed with mutual agreement.

**To pay interest at prescribed rate**

**8.7.0** The allottee is liable to pay interest at the rate to be prescribed for any delay in payment of any amount which is due from him in respect of cost, maintenance, registration or under any other head. The liability towards interest may be reduced by the mutual agreement between the promoter and the allottee.

**To participate towards formation of society/association**

**8.8.0** Every allottee of the building apartment or plot is required to participate in the formation of an association or society or co-operative society of the allottees or a federation of the same. A discussion about such formation is made in para 6.12.

**To take physical possession**

**8.9.0** Allottee shall take physical possession of the building, apartment or plot within a period of two months of the issue of occupancy certificate.

**To participate in registration of conveyance deed**

**8.10.0** Under section 17(1) the promoter is required to execute a registered conveyance deed of the building, apartment or plot in favour of the allottee and of the undivided proportionate title in the common areas in favour of their association. While the primary responsibility of conveying the title is that of the promoter, the allottee is also responsible to participate in the process and extend all co-operation in the matter. A discussion about registration of conveyance deed is made in para 6.14.

**Penal consequences in case of failure**

**8.11.0** The allottee, in case he fails to comply with or contravene any order decision or direction of the RERA, is liable to a penalty computed per day for the period during which such default continues. The penalty may cumulatively extend up to 5% of the cost of the building, apartment or plot allotted to him as may be determined by the authority.

**8.11.1** In case he fails to comply with or contravenes any order or direction of the Real Estate Appellate Tribunal he can be punished with imprisonment for a term up to one year or with fine for everyday during which such default continues which may extend up to 10% of the cost of the building, apartment or plot. He may also be punished by imprisonment as well as fine in appropriate case.

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