



Standard Operating Procedures (For RERA Registered Real Estate Projects)

S.No.	Particulars	Comments
1	Preparation of RERA File of the project to be maintained at project site and Corporate Office/Marketing Office.	<p>RERA casts duty upon the promoter to make available to the allottees certain documents at the time of booking and at the time of issuance of allotment letter.</p> <p>Sanctioned plans, layout plans along with specifications must be displayed at Project site.</p> <p>In order to make these documents available at one place, a file named as RERA File must be maintained (duly updated) at the Registered Office, Site Office and Marketing Office after Registration of the Real Estate Project.</p> <p>Enclosed Annexure-1: List of Documents to be maintained in the RERA File.</p> <p><i>[*RERA file is suggested based on the reading of Section 11(3) of the Act]</i></p>
2	Ensure that information contained in brochure, prospectus or any other mode of advertisement are true, fair and correct.	<p>Promoter is duty bound to share true details of the project with the allottees. It is the duty of promoter to ensure that no deceptive commitments are made. As per the provisions of RERA, the advertisement or prospectus issued by the promoter shall prominently mention the website address of the Authority and RERA registration number of the project.</p> <p>Enclosed Annexure-2: Suggestive points to be included in a brochure.</p> <p><i>[*Section 11(2), Section 12]</i></p>

S.No.	Particulars	Comments
3	Website related to the project shall mention registration number of the project and website address of the Authority.	<p>Website address of the Authority and RERA Registration number of the Project must be mentioned with the details of Project displaying on the website of the Promoter.</p> <p>Suggestive disclaimer to be put on the website :- "The information given on the website regarding the company, past experience, current and upcoming projects, except the legal documents, is purely indicative and representational and does not constitute a promise by the company nor does it create any contractual obligation on part of the company.</p> <p>The content herein of upcoming projects describes the conceptual plan to convey the intent & purpose of the projects. The pictorial representations, including that Of buildings, towers, facilities, surroundings, color scheme and amenities are artistic impression and are only indicative of the envisaged developments and actual product may differ from what is indicated herein and all dimensions are approximate and are subject to construction variances. Further, the Company/ Architects reserve the right to add/delete any details/specifications/elevations mentioned, if so warranted by the circumstances subject to the applicable laws.</p>

S.No.	Particulars	Comments (Contd...)
3	Website related to the project shall mention registration number of the project and website address of the Authority.	<p>The relationship between the Promoter/Developer and the actual customers will be governed strictly by the agreements to be executed from time to time and not on the terms of this website and or any other promotional document. Please refer to the template of Agreement for Sale on RERA Website or approach our sale's representative available at _____Address_____ to know about Promoter's/Developer's legal offering and its contractual obligations in respect of purchase of flats/units in the Project(s)."</p> <p><i>[*The above disclaimer is suggested based on the reading of Section 11(2) and Section 12 of the Act]</i></p>

S.No.	Particulars	Comments
4	Application Form, Allotment letter and all other correspondences with the allottees must be in compliance with the provisions of RERA.	<p>Special attention must be given while drafting the Application Form/ Allotment letter as RERA requires that the promoter must show certain documents to allottees before and after taking booking amount. It is advisable to include a list of all such documents in form and state that the same have been seen by the allottee. Further we must include certain important details of the project like phasing, common area, facilities etc. along with a statement that the allottee has seen and understood the project and has not merely relied on any advertisement. Such documents shall not contain any provision contradictory to the provisions of RERA.</p> <p>Ensure to maintain a proper record of Application Forms filled by a prospective allottee and Allotment Letters specifically identifying the Booking Amount taken at the time of allotment of a unit.</p> <p>Booking Amount shall be useful at the time of deciding cancellation/ forfeiture amounts and refunds thereof and accordingly it becomes important.</p> <p><i>[*The drafting of Application Form/Allotment Letter is suggested based on the reading of Section 4(2)(g) of the Act]</i></p>

S.No.	Particulars	Comments
5	Booking Amount	<p>Promoter cannot accept more than 10 % of the total cost of the unit without entering into an agreement for sale and register the same therefore it is advisable not to keep the booking amount more than 10 % of the cost of the unit. Further in case of default on the part of allottee the promoter has the right to retain the booking amount at the time of cancellation. Generally the booking amount must not be more than 10%, whereas it has not been specifically written anywhere that the booking amount must be less than or upto 10%. In case of projects at advanced stage the booking amount may be higher as well.</p> <p>[*Section 13]</p>
6	Schedule of Receipts	<p>The RERA promotes and indirectly highlights, the schedule of receipts by promoters, based on the construction linked payment method. The said schedule must be drafted keeping in mind the cash flow availability with the promoter so that there is no hassle in construction. There is no restriction on the number and quantum of amount to be taken in installments, thus the same may be designed according to requirement of the project.</p> <p>[*Schedule of Receipts is suggested based on the reading of Section 4(2)(l)(D) of the Act]</p>

S.No.	Particulars	Comments
7	Do not accept more than 10% of the amount from the allottee without entering into an agreement for sale (AFS) and register the same.	Procedure to be followed by the Promoter :- a. Execution of agreement for sale before accepting a sum more than 10 % of cost of the unit. b. Inform to allottee through email or registered AD post for Registration of agreement for sale. c. Inform to the allottee for Stamp duty charges and Registration fees to be paid by the allottee on such unit. d. Send agreement for sale to the allottee for signing. e. Registration of the agreement for sale in due course, within the time limit prescribed by the State Stamp Act for Registration of the Agreement. f. Send reminder notice to allottee through Email or Registered AD post for Registration if allottee has not come for the same. Promoter should adhere with the terms of "Binding Effect" as mentioned in Clause 20 of the Draft AFS. g. Keep record of allottees in separate file who have not Registered the agreement for sale. Do not accept any further installment from such allottees.

S.No.	Particulars	Comments (Contd...)
7	Do not accept more than 10% of the amount from the allottee without entering into an agreement for sale (AFS) and register the same.	<p>As per the provision of RERA, AFS shall be executed and registered under Prescribed Format. UP RERA Authority has prescribed the draft for agreement for sale which is applicable w.e.f. 10.10.2018, therefore any AFS executed on or after this date shall be in prescribed format and promoter has to register the same.</p> <p>Important to Note :- It is the duty of promoter to enter into an Agreement to Sell before accepting more than 10% amount, so there cannot be an excuse that the buyer is not coming for registration. This provision has to be followed. It is the duty of the promoter to get the agreement registered as per the local laws as well. The fact that there is some additional financial burden on the buyer due to registration of agreement is no excuse for not registering.</p> <p>[*Section 13]</p>

S.No.	Particulars	Comments (Contd...)
7	Do not accept more than 10% of the amount from the allottee without entering into an agreement for sale (AFS) and register the same.	As a practical advice, where there is a sale of completed unit, the promoter may directly get the sale deed registered, or in case the allottee has to apply for loan, the promoter may receive any amount and get the agreement signed and may directly get the conveyance deed registered thereafter (within the validity of the stamp paper on which the ATS is done).

S.No.	Particulars	Comments
8	100% of the amount received from allottees shall be deposited in a separate RERA Designated Account.	<p>As per the Real Estate Project (Maintenance of Separate Bank Account) Directions, 2020 dated 05.06.2020, it clearly states that amount collected from the allottees after deducting the sum of GST shall be deposited in a separate account maintained specifically for a real estate project. 70% of the amount collected from the Allottees shall be used for construction and cost of land only. Not more than 30% of the amount collected from the Allottees can be used for other than construction and land cost of the project.</p> <p>100% of project finance availed from any financial/lending institution shall be deposited in this account. Entire amount of project finance shall be used for construction and development work only. This amount shall not be taken into consideration while withdrawing up to 30% of the amount collected from allottees for purposes other than construction and cost of land of the project.</p> <p>Expenditures like principal amount, interest or compensation to be paid to the allottees will be paid by the promoter from 30% window only.</p>

S.No.	Particulars	Comments
9	Amounts from the RERA Designated bank account can be withdrawn only after obtaining a Certificate from Architect, Engineer and Chartered Accountant in practice.	<p>a) It is a pre certification mechanism wherein first promoter shall get all the certificates then only can withdraw the amount from the separate RERA Designated Account. Eligibility shall be given by the Chartered Accountant for withdrawal of the amount and the eligibility limit certified by the chartered accountant shall be monitored on regular basis to obtain further certification when the withdrawal limit exhausts.</p> <p>b) It is not compulsory to obtain certificates from Independent Professionals, these may even be obtained from Project Architect and Engineer.</p> <p>c) Certification from CA in Practice is must.</p> <p>d) It is advisable to maintain a regular interval for seeking CA certificate so that there is no hassle in withdrawals.</p> <p>e) Accounts department must be directed to be aware before issuing any cheque from RERA Account</p> <p><i>[*The Certificate mechanism is suggested based on the reading of Section 4(2)(l)(D) of the Act]</i></p>

S.No.	Particulars	Comments
10	Ensure that the amounts from the separate account shall be used only to cover the cost of construction and land cost.	<p>The intention of the Act is 70% of the amount received from the allottees should be used only for land cost and construction cost so that project can be completed in time.</p> <p>Definition of land cost and construction cost prescribed by UP RERA Rules :-</p> <p><i>Land cost shall be the cost incurred by the promoter, whether as an outright purchase, lease charges and will include the charges incurred to obtain approval of the competent authority.</i></p> <p><i>Cost of construction shall be the cost incurred by the promoter, towards the onsite expenditure for the physical development of the project.</i></p> <p>[*Section 4(2)(l)(d), Rule 5]</p>
11	Maintain proper mechanism for Receipts and Payment of Funds.	<p>All the expenses and receipts of each project should be properly bifurcated. For that cost centre accounting is advisable so that proper calculation can be done.</p> <p>This shall be required at the time of preparation of CA Certificates as the law also mandates to have project based accounting.</p> <p>[*The accounting mechanism is suggested based on the reading of Section 4(2)(l)(D) of the Act]</p>

S.No.	Particulars	Comments
12	<p>Prepare a proper stage wise schedule of completion of the project with specification of time of delivery of facilities like Water, Sanitation and Electricity and communicate the same to allottees.</p>	<ol style="list-style-type: none"> 1. Timely delivery of the project is primary duty of the promoter. It is advisable to prepare the schedule for Construction and development so that promoter may keep watch on the construction and development activities and it would be easy to take some decisions like extension of construction approvals from competent authority, completion date under RERA. Further Allottee may ask for construction schedule and status. 2. It is important to keep with the pace of construction. In case the promoter foresees a delay then he must prepare himself for alterations in Agreements with buyers and other precautions like writing letters to allottees etc. and keeping them in loop. <p><i>[*The schedule is suggested based on the reading of Section 11(3)(b) of the Act]</i></p>

S.No.	Particulars	Comments
13	Filing of Quarterly Progress Reports	<p>Quarterly Progress Reports are a summary of development and construction work being conducted on the project and the expenses incurred for the purpose within a quarter in the form of physical and financial targets respectively that we created for the life of project until its completion at the time of registration.</p> <p>On UP RERA website, status of Achievement of physical and financial targets shall be uploaded in the Quarterly Progress Reports within 15 days from the end of each quarter failing which a penalty of Rs. 10,000/- for every quarter being delayed shall be levied by RERA Authority as per Notification No 3206/UPRERA/Proj. Reg./2019-20 dated 10.04.2019.</p> <p>The targets for Development and Construction Activities are to be achieved over the period of the project. In case a target is not fully achieved in the respective quarter, the balance target is carried forward to the next quarter in the form of "Extended Target".</p>

S.No.	Particulars	Comments
13	Filing of Quarterly Progress Reports	<p>Further, the achievements being filled are to be supported with actual photographs and videos of each activity in the respective quarter. Here, it is important to note that even if a particular activity has not been carried on in the respective quarter, a photograph and video would still be attached so as to demonstrate that no progress has been made from previous quarter. CA, Engineer & Architect certificates are also required to be submitted as per new banking directions.</p> <p>It is advisable here to check the report twice on different dates once it is filled since it may be a possibility that some activities would open later on and by not checking it just before the closure of the window, those activities may get missed and the promoter would be under the view that all activities have been filled however, the missing entries may end up in penal actions against the promoter. Hence, to avoid any penalty in the future, kindly ensure to check the Quarterly Progress Report and Filled Targets twice before the closure of the window on 15th day after every quarter.</p> <p><i>[*The QPR procedure is suggested based on the reading of Section 11(1) of the Act and Rule 14(1)(d) of UPRERA Rules]</i></p>

S.No.	Particulars	Comments
14	Ensure the formation of Association of the Allottees (AOA)	<p>As per the provisions of RERA the promoter shall enable the formation of Association of Allottees as per the local laws. According to the provisions of UP Apartment Act, 2010 read with the Amendment Act, an association should be registered when such numbers of apartments have been handed over to the owners which are necessary to form an association or sixty percent of apartments, whichever is more, by way of sale, transfer or possession provided that the building should have been completed along with all infrastructure services and completion certificate obtained from the concerned local authority.</p> <p>So, in case of UP, AOA is to be formed not at the time of achieving 50% bookings but at the time when either the minimum number of people required to form a society (i.e. 7) have been handed over the apartments or minimum 60% of the apartments have been handed over (whichever is more).</p> <p>[*Section 11(4)(e)]</p>

S.No.	Particulars	Comments
15	Ensure to obtain the requisite approvals within the prescribed timeline and continuous follow up for the pending approvals.	As per the provisions of RERA, the promoter is required to update the status of approvals received during the quarter or the approvals pending in Quarterly updates. Promoter must endeavor to obtain approvals in time. [*Rule 14 (1)(d)]
16	Maintain a daily file of Miscellaneous Activities including bookings, sales, payments, possessions, conveyance etc. for quarterly updates.	On UP RERA website, promoter needs to upload the details of booking, resale, conveyance, payments of outgoings etc. [*Rule 14(1)(d)]

S.No.	Particulars	Comments
17	Ensure to take prior written consent of at least 2/3rd of the allottees before making any alteration or additions in the sanctioned plans, layout plans and specifications of the buildings	<p>The promoter may make alterations and additions in sanctioned plans, layout plans and any specifications in respect of an apartment with the prior consent of that allottee.</p> <p>Minor alterations or additions in the particular unit may be done after giving after proper declaration and intimation to the allottees.</p> <p>For any other alterations and additions, consent from the 2/3rd allottees is required.</p> <p>So it is advised to take previous consent at the time of booking or allotment, though the law states that the consent is to be taken before making the changes which is generally construed as to be taken at the time of making the changes but in case the same is taken in advance it may help in certain complex situations.</p> <p><i>[*The consent mechanism is suggested based on the reading of Section 14 of the Act]</i></p>
18	Obtain insurance in respect of Title of the Land & Building and Construction of the project.	<p>When the Appropriate government shall notify the insurances thereafter it shall be compulsory for the promoter to get such insurances.</p> <p><i>[*Section 16]</i></p>

S.No.	Particulars	Comments
19	Ensure to get the accounts audited within six months after the end of every financial year.	<p>The Audit under RERA shall be conducted by the Statutory Auditor of the promoter who shall verify that the amounts collected for the project are withdrawn in proportion to percentage of completion of the project and are utilized for the project. The auditor shall furnish the report in form "REG-5" notified vide UP RERA (General) Regulations on 27th February 2019. The promoter shall upload the audit report in the form of REG-5 on the webpage of UP RERA within six months after the end of every financial year.</p> <p><i>[*Section 4(2)(l)(d)]</i></p>
20	Cancellation	<p>Allottee may cancel the unit at any stage of the Project. Terms and Conditions regarding cancellation before execution of agreement for sale must be inserted specifically in Application form. Further Cancellation after execution of Agreement for sale shall be dealt with terms and conditions defined in the prescribed format of draft agreement and prior intimation at least 30 days before the cancellation is mandatorily required for cancellation of any unit, thus promoter should strictly comply with it.</p> <p><i>[*Cancellation is suggested based on the reading of Section 18 of the Act]</i></p>

S.No.	Particulars	Comments
21	Delay in Possession	<p>Delay in possession may cause serious repercussions against the promoter such as heavy liability of interest, compensation and cancellation of the unit. As a safeguard, promoter should strictly adhere to the timeline given to the allottee for possession of unit. If at any time it seems that the unit may not be delivered at the scheduled date, then the promoter must plan the completion of the project wisely as it may prevent the promoter from various risks and losses.</p> <p>Further precautionary terms and conditions to avoid the liabilities such as interest, penalty and compensation must be inserted while drafting the Agreement for Sale.</p> <p>The promoter must ensure that proper action is taken against the allottees in case of delay of payment from their side and terms and conditions related to interest on delay payment must be specifically mentioned.</p> <p>Promoter make take certain undertakings from the allottees who delay in payment for not going into any complaint in future (while waving their interest on delayed payment).</p> <p><i>[*The precautionary measures are suggested based on the reading of Section 18 of the Act]</i></p>

S.No.	Particulars	Comments
22	Extension of Registration of Project	<p>If the promoter is unable to complete the project within the time given at the time of registration of the project, the promoter shall apply for extension of registration of the project. Online application on the webpage of UPRERA shall be filed at least three months prior to the expiry of the registration granted by making a payment of an amount equal to twice the registration fee alongwith an explanatory note setting out the reasons for delay in the completion and the need for extension along with the documents supporting such reasons In case of force majeure there is no maximum tenure for which the authority may grant extension for registration, the authority may considering the facts of the case, grant extension for a period it may deem fit. On the other hand in case of reasonable circumstances without default on the part of promoter the authority may grant the extension for a maximum period of one year. Reasonable circumstances have not been defined under the Act and may vary from case to case therefore it is on the discretion of the authority to consider a situation as reasonable or not.</p>

S.No.	Particulars	Comments (Contd...)
22	Extension of Registration of Project	<p>Further it must be noted that extension cannot be obtained for a period beyond the timeline mentioned in the sanction letter of maps.</p> <p>The authority has facilitated the promoter to apply for the extension of the registration beyond the timeline for application, however a penalty shall be levied in this case.</p> <p><i>[*Section 6, Rule 7]</i></p>

S.No.	Particulars	Comments
23	To obtain Completion/Occupancy Certificate (CC/OC)	<p>Promoter is liable to obtain the Completion/Occupancy Certificate as per the prevalent local laws thus to comply with the provisions of local laws as well as the RERA, 2016, Promoter should adhere with the timeline to complete the project on or before the scheduled date of completion mentioned at the time of registration in RERA, subject to extension granted by authority. Therefore it is advisable to file application for Completion Certificate/Occupancy Certificate, whatever the case may be, before the scheduled date of completion so that promoter may obtain CC before such date as the Completion Certificate is the only evidence which justifies the completion of the project.</p> <p>It shall be an Endeavour of the promoter to develop the project as per the specified layouts and plans so that there is no issue at the time of obtaining the completion certificate. Where the project is sold in phases and there is a delay in some phases it is advised to obtain partial completion certificate of the initial phase and offer possession to allottees.</p> <p><i>[*The project completion is suggested based on the reading of Section 11(4)(b) of the Act]</i></p>

S.No.	Particulars	Comments
24	Completion Certificate - Essence	<p>Completion of the Project in time and timely delivery of the unit to the allottee are the primary objective of RERA thus promoter should be keen to obtain the Completion certificate in time as the completion certificate is the only documentary proof which certifies the completion of the project.</p> <p>Hence it is advisable to file application for Completion Certificate before the scheduled date of completion so that promoter may obtain Completion Certificate in time. Moreover the promoter can absolve itself from certain liabilities under RERA post obtaining completion certificate. <i>[*The project completion is suggested based on the reading of Section 11(4)(b) of the Act]</i></p>

S.No.	Particulars	Comments
25	Execute a registered conveyance deed and handover physical possession of the unit in favour of allottee along with proportionate title in common area to AOA	<p>According to the provisions of RERA it is the duty of the promoter to execute a registered conveyance deed of the unit in favour of allottee along with proportionate title in common area to AOA as per the local laws and in the absence of local laws within three months from date of issue of occupancy/completion certificate.</p> <p>It is important to transfer the common area of the project to the association of allottees. Accordingly the AFS and Conveyance Deed need to be drafted accordingly.</p> <p>[*Section 17]</p>
26	Handing over the necessary documents and plans to the association of allottees	<p>The relevant documents shall be handed over to the association of allottees within the prescribed period after obtaining Occupancy Certificate.</p> <p>[*Section 17]</p>

Important Suggestions

S.No.	Particulars	Comments
1	Maintain proper terms & conditions with the contractors so that any liability arising on account of structural defect or any other defect in workmanship, quality or provision of services in near future may get resolved easily.	<p>RERA casts duty upon the promoter to rectify certain defects arising within a period of five years from the date of handing over of possession failing which the promoter would be liable to compensate the allottee. Therefore, terms and conditions for removal of structural or any other defect may be inserted in the Contractor Agreement to be executed with the contractors to avoid any kind of liability related to such defects.</p> <p><i>[*The Contractor Agreement is suggested based on the reading of Section 14(3) of the Act]</i></p>
2	Compensation	<p>Various Provisions of RERA provides for payment of compensation to allottees on various instances such as (a) on false statement in advertisement, prospectus (b) due to any structural defect (c) on delayed possession (d) due to defective title of land (e) on breach of any term & conditions of agreement or of provisions of the Act.</p> <p>Therefore Promoter should be cautious while dealing with allottees and not mislead the true facts about the Project.</p> <p><i>[*Section 12, Section 14(3), Section 18]</i></p>

S.No.	Particulars	Comments
3	Development of Project in Phases	<p>RERA allows registration of a project in phases and for this purpose Promoter must take the following points into consideration:</p> <ol style="list-style-type: none">1. Each phase shall be treated as a separate project for the purpose of compliances under RERA and separate registration number for each phase will be provided by the authority.2. Each phase shall be treated as a separate project for the purpose of GST also as per the new regulations of GST.3. Separate bifurcation of project cost should be maintained for each phase, it is advisable to maintain cost centers in Accounting softwares.4. Since each phase is considered as a separate project, the mechanism for maintaining designated bank account shall be followed phase wise, for this it is advisable to open minimum of two bank accounts for each phase.

3

Development of Project in Phases

5. As the Common areas of whole project shall be used by the occupants of all phases, thus all terms related to right and use of common areas must be clearly intimated to the allottees and all relevant points must be inserted in all legal documents such as Agreement for sale, sale deed. Further It is advisable to form only one association of allottees for all phases so that title of the common area may be transferred to the association easily and maintenance of common area can be done properly.

6. Completion certificate must be taken by the Promoter for each phase so that possession can be given to the allottee in time.

*[*The phasing procedure is suggested based on the reading of Explanation to Section 3 and Section 4 of the Act]*

Annexure-1

List of documents to be maintained in RERA File

S.No.	Particulars
1	RERA Registration Certificate of the project
2	Sanctioned Plans, Layout plans and other plans
3	Drawings and Specifications
4	NOC's from various departments (as applicable)
5	Brochure
6	Price list
7	Draft of Registration Form/ Application form
8	Draft of Allotment Letter/ Intimation of Allotment
9	Proforma of Payment Acknowledgements
10	Draft of Agreement for sale

List of documents to be maintained in RERA File

S.No.	Particulars
11	Draft of Conveyance Deed
12	Proposed Site Photographs
13	Actual Site Photograph (Updated Monthly)
14	Status of the stage wise completion of the Project including civic infrastructure and other amenities
15	Format of Letters of consent from allottees (if any)

Annexure-2

Suggestive points to be included in a Brochure

S.No.	Particulars
1	Proposed Photographs of the Project (Non Deceptive)
2	Details of all category of Apartments/Blocks/shops etc. in the following manner :- Category/Type Carpet Area (Sq. Ft./ Sq mtr.) Built up Area (Sq. Ft./ Sq mtr.) Super Built up Area (Sq. Ft./Sq mtr.)
3	Salient features of the Project (project specifications, floor plans)
4	Disclaimer

Suggestive Disclaimers

S.No.	Particulars
1	<p>Images/Facilities shown above are only representational and informative. Information, images and visuals are only indicative of the envisaged developments and the same are subject to change in actual as per approvals. The views shown in the pictures may vary over period of time and the promoter does not guarantee the same. All intending purchaser/s are bound to inspect all plans and approvals and visit project site and apprise themselves of all plans and approvals and other relevant information obtained from time to time from respective authority. The promoter holds no responsibility for its accuracy and shall not be liable to any intending purchaser or any one for the changes/ alterations/ improvements so made as per law.</p>
2	<p>Visual representation shown in this brochure is purely conceptual and not a legal offering. All images, plans, specifications, site plan, layout plans etc. are tentative and subject to variation and modification made by the company as approved by the competent authorities.</p>

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Our Presence in UP:

- Agra
- Ghaziabad
- Lucknow
- Shahjahanpur
- Allahabad
- Gorakhpur
- Muradabad
- Varanasi
- Bareilly
- Kanpur
- Noida
- Vrindavan