

RERA TIMES

REAL ESTATE (REGULATION AND
DEVELOPMENT) ACT, 2016



Volume. 9

Part II

March - April 2025

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“For Private Circulation”

RERA TIMES

REAL ESTATE

(REGULATION AND DEVELOPMENT) ACT, 2016

(A Journal on Real Estate Bye Laws)

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FROM THE EDITOR'S DESK...



Dear Readers,

I extend to each of you a warm and sincere wish for mental peace and overall well-being. As we navigate an ever-changing landscape marked by a confluence of events, challenges, and achievements, it becomes essential to pause and reflect on the journey we share. The recent months have brought forth a series of significant occurrences—from record-setting milestones and critical economic developments to political transformations and rich cultural festivities—all of which carry lasting implications for our society and environment.

The recent terrorist attack in Pahalgam, Jammu & Kashmir, shook the nation, claiming innocent lives and highlighting persistent cross-border threats. In response, India swiftly launched Operation Sindoor, a high-level counter-terror operation aimed at neutralizing militant networks in the region. Simultaneously, diplomatic measures were reinforced, including the suspension of certain provisions under the Indus Waters Treaty, signaling a strategic shift in India's posture toward states sponsoring terrorism. These actions reflect a calibrated mix of military precision and diplomatic assertion, underlining India's resolve to safeguard its sovereignty while sending a strong message against terrorism on both domestic and international fronts.

Minister of External Affairs Minister Dr. S. Jaishankar aptly stated that **"India is looking for partners, not preachers."** His remark underscores the nation's commitment to decisive action against terrorism while signaling that India seeks meaningful collaboration on global issues—not unsolicited moral commentary. **"India does not fear the terror unleashed by extremists; instead, it stands resolute and will respond with greater strength and determination."**

On May 6, 2025, India and the United Kingdom finalized a landmark Free Trade Agreement (FTA), marking a significant milestone in their economic partnership. This agreement, the most comprehensive trade pact India has signed with a European nation, aims to bolster bilateral trade and investment, reflecting the growing strategic ties between the two countries. The agreement eliminates tariffs on 99% of Indian exports to the UK and reduces duties on 90% of UK goods entering India, facilitating increased trade in sectors such as textiles, engineering, gems and jewellery, and medical devices. This liberalization is expected to double bilateral trade from \$60 billion to \$120 billion by 2030. Both Prime Ministers, Narendra Modi and Keir Starmer, hailed the agreement as a "mutually beneficial" step forward in the

Comprehensive Strategic Partnership between India and the UK. The deal is poised to create new opportunities for businesses and professionals in both nations, fostering deeper economic integration and cooperation.

The Waqf (Amendment) Act, 2025, enacted on April 5, 2025, represents a significant overhaul of the Waqf Act, 1995, aiming to modernize the administration and management of Waqf properties in India. The Act introduces several key reforms to enhance transparency, accountability, and inclusivity in the management of Waqf properties. The Act mandates the establishment of a centralized digital portal for the registration, auditing, and management of Waqf properties, aiming to streamline processes and reduce corruption. The Act also introduces measures to prevent the misuse and illegal occupation of Waqf lands, thereby increasing revenue that can be utilized for community development programs in healthcare, education, housing, and livelihood support for the economically disadvantaged.

India's Goods and Services Tax (GST) collections for the fiscal year 2024–25 reached a record ₹22.08 lakh crore, reflecting a robust 9.4% year-on-year growth compared to ₹20.18 lakh crore in FY 2023–24. The growth was driven by a 10.7% rise in domestic transactions and a 20.8% increase in imports. Refund issuances also saw a significant uptick, growing by 48.3% to ₹27,341 crore. These figures highlight the strengthening of India's tax compliance framework and the resilience of its economy amidst global uncertainties.

On 1st May 2025, Jaipur witnessed a grand celebration of RERA Day, commemorated with great enthusiasm and purpose under the esteemed leadership of Smt. Veenu Gupta, Hon'ble Chairperson of Rajasthan RERA, and her dedicated team. Notably, this was the first time the event was celebrated on such a grand scale, marking a significant milestone in the journey of RERA in Rajasthan. The occasion highlighted the authority's unwavering commitment to transparency, accountability, and the protection of homebuyers' rights in the real estate sector. I feel deeply honoured to have been part of this special day. My sincere thanks to the Chairperson and her team for organizing such a memorable and impactful celebration.

As we conclude, we editorial team, extend warm regards to all our readers, wishing you peace, prosperity, and continued strength as we move forward together.

With Regards
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PART-I

REPORTING OF CASE LAWS

RAJASTHAN REAL ESTATE APPELLATE TRIBUNAL**APPELLANT: Dream House Buildstate Pvt. Ltd.****RESPONDENT: Rajasthan Real Estate Regulatory Authority****CORAM: 1. Mr. Yudhisthir Sharma****2. Mr. Rajendra Kumar Vijayvargia****ORDER DATE: 08.04.2025**

Complainant Representative: 1.Mr. Samkit Jain, Advocate

2. Mr. Yogesh Sharma, Advocate

Respondent Representative: Mr. Vikram Pratap Singh, Advocate

Gist: Dream House Buildstate Pvt. Ltd. challenged a ₹5 lakh penalty by RAJ-RERA for using the RERA logo before project registration. The Appellate Tribunal found denial of fair hearing and remanded the matter for fresh adjudication.

Dream House Buildstate Pvt. Ltd., a real estate promoter, filed Appeal No. 16/2023 before the Rajasthan Real Estate Appellate Tribunal challenging the order dated 19 January 2023 passed by the Rajasthan Real Estate Regulatory Authority (RAJ-RERA). The order had rejected their application seeking recall of an ex parte penalty order dated 08 December 2022. The promoter had developed a group housing project titled “DHB Homes” at Pratap Nagar, Jaipur, and applied for its registration on 30 September 2022 under the Real Estate (Regulation and Development) Act, 2016. The registration was granted on 17 October 2022. However, during the pendency of the registration application, an agent of the promoter had circulated a brochure containing the RERA logo. This was considered a violation of Section 11(2) of the Act, as the brochure neither included the project’s registration number nor the RERA Authority’s website—both of which are statutorily required in any promotional material.

Upon detecting this violation, RAJ-RERA initiated suo motu proceedings and issued a Show Cause Notice (SCN) on 02 November 2022 under Sections 4, 11(2), 60, and 61 of the Act. The SCN cited unauthorized usage of the RERA logo and the misrepresentation of the project’s nature—claiming it was a plotted development project, while the brochure featured villas and commercial shops. The SCN proposed a penalty of up to ₹5 lakh. The promoters, Shri Bhagwat Prasad Sharma and Shri Ramesh Chand Saini, appeared before the Authority on 15 November 2022 and sought time to file a detailed reply. The next hearing was fixed for 08 December 2022.

However, on the date of hearing, both promoters failed to appear—one due to illness and the other due to travel. As a result, RAJ-RERA proceeded ex parte and imposed a penalty of ₹5 lakh under Section 60 read with Section 61 and Section 11(2) of the Act. Shortly thereafter, on 02 January 2023, the promoter filed an application under Form CX for recall of the ex parte order, citing genuine reasons for their absence. The application was supported by medical documents and travel tickets, and also relied on Order IX Rule 13 of the Civil Procedure Code and the Supreme Court decision in Parimal v. Veena (AIR 2011 SC 1150). Despite this, RAJ-RERA dismissed the recall application on 19 January 2023, stating that the company could have arranged for any employee to appear virtually.

In the appeal before the Appellate Tribunal, the promoter challenged this rejection on several grounds. They argued that the refusal to recall the order was a violation of natural justice, especially since they had a genuine and sufficient reason for non-appearance. The Authority had not exercised discretion judicially and had failed to consider relevant legal principles, particularly the Supreme Court's interpretation of Order IX Rule 13 CPC. The promoter also cited multiple RAJ-RERA cases with similar facts where nominal penalties were imposed, arguing that the Authority had acted inconsistently and disproportionately.

In response, RAJ-RERA defended its orders, raising procedural objections such as the absence of a company resolution authorizing the promoter to file the appeal. Substantively, it asserted that the promoters had full notice of the proceedings and sufficient time to arrange alternative representation. The Authority claimed that the project was misrepresented as a plotted development to avoid higher registration costs, and the brochure unlawfully used the RERA logo while omitting mandatory details. It alleged that the promoter filed a false affidavit, which could attract prosecution under Sections 191, 193, 195, and 199 of the Indian Penal Code.

RAJ-RERA also emphasized that the promoters, after seeking time on 15 November 2022, were fully aware of the next hearing date and still chose not to appear. It argued that the ex parte order was well-reasoned, not a default dismissal, and was based on documentary evidence and legal violations. The Authority insisted that it had acted fairly by granting an opportunity for personal hearing and even allowed the recall application to be filed—but the promoter failed to satisfy the Authority of any bona fide defense.

Upon hearing both sides and examining the material on record, the Tribunal found that the promoter had indeed applied for registration on 30 September 2022 and was granted registration on 17 October 2022. The brochure featuring the RERA logo was circulated during the pendency of the registration, and although technically in violation, it was not a willful or deliberate act. The promoter appeared in person earlier and had submitted a valid explanation for absence on the final hearing date. Supporting evidence for illness and travel had also been submitted along with the recall application.

The Tribunal held that RAJ-RERA had failed to follow the principles of natural justice, particularly the doctrine of audi alteram partem—the right to be heard. It emphasized that quasi-judicial bodies must operate fairly and not deny hearing opportunities when reasons for absence are justified. The Appellate Tribunal observed that the Authority should have granted more time, especially since the violation was not of a grave nature and the promoter had already taken corrective steps by registering the project. It further noted that the Authority had not adequately explained why a liberal approach, taken in similar past cases, was not followed in this instance.

In conclusion, the Tribunal quashed the RAJ-RERA order dated 19 January 2023 and remanded the matter back to the Authority for fresh adjudication on merits. It directed RAJ-RERA to restore the suo motu proceedings initiated via SCN dated 15 November 2022 and to provide the promoter a fair opportunity to present their defense. No costs were imposed, and pending interim applications, if any, were disposed of.

APPELLANT: 1. Balmukund Sharma

2. Neetu Sharma

RESPONDENT: SKG B3B LLP

CORAM: 1. Mr. Yudhisthir Sharma

2. Mr. Rajendra Kumar Vijayvargia

ORDER DATE: 08.04.2025

Complainant Representative: Mr. Mohit Gupta, Advocate

Respondent Representative: Mr. Pranjul Chopra, Advocate

Gist: Balmukund and Neetu Sharma’s appeal against cancellation of their flat in the “Saavyas” project was dismissed, as they failed to pay the full amount despite notices. The Tribunal held that the promoter followed due process and the cancellation was valid.

The case concerns Appeal No. 158/2024 filed by Balmukund Sharma and Neetu Sharma against SKG B3B LLP before the Rajasthan Real Estate Appellate Tribunal. The dispute relates to the “Saavyas” housing project (RAJ/P/2017/186), developed under the Chief Minister Jan Awas Yojana for EWS and LIG beneficiaries. The appellants had booked Unit No. 418 in Block A of the project by paying ₹50,000 and subsequently executed an agreement for sale on 20 December 2017 for a total sale consideration of ₹14,79,382. They secured a housing loan of ₹10,79,388 from ART Housing Finance (India) Ltd., and a tripartite agreement was signed among the appellants, the promoter, and the lender on 30 December 2017. As per the agreement, the appellants had to contribute ₹3,99,994 from their own funds prior to full disbursement of the loan. However, they only paid ₹1,47,966, leaving a balance of ₹2,52,028.

The promoter issued a demand letter on 5 September 2020 and a legal notice on 19 September 2020, asking the appellants to clear the balance amount. When they failed to do so, the promoter issued a cancellation letter on 22 December 2020. Subsequently, RAJ-RERA, acting on a complaint by the promoter, issued notices to the appellants, who failed to appear or respond. The Authority heard the matter ex parte and passed an order on 4 March 2024 confirming the cancellation of the agreement for sale, observing that the promoter followed due procedure including raising the demand, serving notice, and foreclosing the loan. The Authority held that the agreement stood cancelled from the date of the cancellation letter and noted that a “No Dues Certificate” had been issued by ART Housing Finance.

Aggrieved, the appellants filed this appeal under Section 44(3) of the RERA Act, alleging that the order was obtained by the promoter by suppressing key facts and misleading the Authority. They argued that they were unaware of the proceedings due to lack of access to email and internet, and that they had paid a significant portion of the flat price — approximately ₹7.39 lakhs including disbursed loan funds. The appellants claimed the demand was raised prematurely, before 90% construction was completed, and the delay in construction caused the lending agency to stop disbursing the loan. They further alleged that the promoter failed to fulfill obligations under the Jan Awas Yojana scheme and that the cancellation of their allotment was arbitrary. They had filed a parallel complaint before the District Consumer Forum on 2 December 2022, which was pending, and asserted that the promoter failed to disclose this in its RERA proceedings.

The promoter strongly contested the appeal. It was submitted that the total flat price of ₹14,79,382, including GST and PLC charges, was clearly recorded in the sale agreement. The promoter argued that the appellants were required to pay their own contribution upfront, as per the agreement and tripartite

loan terms, and they failed to do so despite repeated notices. The unit lies in Block A, for which the promoter has already received a Partial Completion Certificate dated 29 September 2023. It was also pointed out that the bank foreclosed the loan after receiving ₹6.5 lakhs and issued a No Dues Certificate, showing that the promoter paid the foreclosure amount, not the appellants. The promoter denied any concealment regarding the consumer complaint, arguing that the reliefs sought before the consumer forum and RAJ-RERA were entirely different and did not overlap.

The Tribunal carefully examined the materials and heard both parties. It noted that the sale agreement and loan documents clearly required the appellant to pay ₹3,99,994 as own contribution before final disbursement of the loan. Of this, only ₹1,47,966 had been paid. The appellants did not respond to the demand notices and did not contest the cancellation until much later. While the appellants argued that the demand was premature and construction was incomplete, the Tribunal noted that the promoter had obtained a Partial Completion Certificate for Block A, where the unit was located. The Tribunal also held that non-receipt of email notices was not a tenable excuse in today's digital age, especially since the appellants did not communicate with the Authority or the lender during critical stages such as foreclosure.

The Tribunal reviewed the Jan Awas Yojana scheme in detail, especially Clause 4, which sets clear timelines for completion of EWS/LIG projects and allows cancellation of allotments and other enforcement measures in cases of default. The Tribunal emphasized that Clause 5.5 of the agreement for sale made timely payments a condition precedent for continuation of the contract and that the promoter was within its rights to cancel the agreement upon default. Moreover, the Authority had followed proper procedure, including online notices, ex parte hearing, and foreclosure formalities. The Tribunal also referred to its own previous decision in Appeal No. 69/2023 involving the same promoter, where it was held that once a cancelled unit is re-allotted, it cannot be revived for the earlier allottee, although refund and interest may be awarded.

In conclusion, the Tribunal held that the appellants had failed to meet their contractual obligations, and the promoter had validly exercised its rights under the agreement and the RERA Act. The Tribunal found no merit in the appeal and upheld the cancellation. It dismissed Appeal No. 158/2024, closed all pending applications, and made no order as to costs.

APPELLANT: M/s KRP Industries Ltd.

RESPONDENT: Dinesh Kumar Jangid

CORAM: 1. Mr. Yudhisthir Sharma

2. Mr. Rajendra Kumar Vijavargia

ORDER DATE: 15.04.2025

Complainant Representative: Mr. Aviral Goyal, Advocate

Respondent Representative: Mr. Peeyush Ganguli, Advocate

Gist: M/s KRP Industries Ltd. appealed against a RERA order directing delay interest payment to allottee Dinesh Kumar Jangid. The Appellate Tribunal upheld the interest liability but limited it up to 31 May 2022—the date of pre-deposit—and excluded interest on the GST component. The appeal was partly allowed and the rest of the RERA order was affirmed.

The Rajasthan Real Estate Appellate Tribunal (REAT) adjudicated the appeal filed by KRP Industries Ltd. against the order passed by the Rajasthan Real Estate Regulatory Authority (RAJ-RERA) in the complaint case of Dinesh Jangid v/s KRP Industries Ltd. (Complaint No. RAJ-RERA-C-2018-2392). The impugned RAJ-RERA order dated 16th October 2019 had directed the appellant-promoter to pay interest to the complainant (Dinesh Jangid) at a rate of 10.25% per annum (SBI's Highest MCLR of 8.25% + 2%) from the stipulated date of possession (1st November 2017) on the outstanding balance amount until the complainant receives possession of the flat. The order also required the appellant to pay arrears of interest accumulated up to 30th September 2019 within 45 days of the order and thereafter on an annual basis until possession is handed over.

The appellant-promoter, dissatisfied with the order, filed an appeal under Sections 44 and 43(5) of the Real Estate (Regulation and Development) Act, 2016, seeking the quashing of the RAJ-RERA order. The appellant argued that the complainant had already taken possession of the unit on 8th May 2023 after executing a sale deed, which had been registered. It was further claimed that the complainant had agreed, under Clause 4 of the sale deed, that he had taken possession and was satisfied with the construction quality, and would not raise objections regarding the construction quality or size. Additionally, Clause 29 and Clause 33 of the sale deed waived the complainant's rights to claim for delay in possession or project completion.

The appellant also contended that the delay interest should be limited to the period before the sale deed execution. Moreover, the appellant had deposited the amount of delay interest as a pre-deposit before the Appellate Tribunal, and they argued that the promoter should not be required to pay interest for the period the appeal was pending before the REAT.

In previous appeals (Appeals No. 28/2022 and 29/2022) involving the same developer and similar legal issues, the REAT had already addressed the matter, maintaining judicial consistency. The tribunal observed that the issues raised in this appeal were identical to those in the earlier cases and decided to dispose of the current appeal in terms of the order passed in those appeals.

The REAT found that the complainant had indeed accepted possession and executed the sale deed, which discharged the promoter from liability for the delay. It was also noted that the appellant had deposited the GST amount in compliance with the law, and therefore, the promoter should not be liable to pay interest on the GST amount.

The tribunal partly allowed the appeal by modifying the impugned order to the extent that interest would not be payable on the GST amount reemitted by the appellant. Furthermore, the tribunal ruled that the interest on the delay in possession would only be payable up to 31st May 2022, the date when the pre-deposit was made, along with the interest accrued in the savings account of the Tribunal.

The appeal was disposed of with the modification that the appellant would pay the delay interest up to the date of pre-deposit and no interest would be due on the GST amount. The deposited amount was directed to be transferred to the complainant. The case was otherwise dismissed.

APPELLANT: SKG B3B LLP**RESPONDENT: 1. Savita Meena****2. Hajari Lal Meena****3. Piramal Capital and Housing Finance(Diwan Housing Finance Limited)****CORAM: 1. Mr. Yudhisthir Sharma****2. Mr. Rajendra Kumar Vijavargia****ORDER DATE: 15.04.2025**

Complainant Representative: Mr. Mitesh Rathore, Advocate

Respondent Representative: Mr. Mohit Khandelwal, Advocate

Gist: The Tribunal upheld the promoter's cancellation of the flat due to the allottee's payment default and noted the unit was already re-allotted. It directed either mutual rebooking or refund with interest.

The Rajasthan Real Estate Appellate Tribunal, Jaipur, decided Appeal No. 69/2023 filed under Section 44 of the Real Estate (Regulation and Development) Act, 2016 by SKG B3B LLP (appellant-promoter) against the order dated 5 April 2023 passed by the Rajasthan Real Estate Regulatory Authority (RAJ-RERA). The order had allowed the complaint filed by Savita Meena and Hajari Lal Meena (respondent-allottees), quashing the cancellation of their flat allotment (Flat No. A-601 in the "Saavyas" project) and directing the promoter to accept payments and hand over possession.

The dispute arose from the allotment of Flat A-601 in the "Saavyas" residential project in Jaipur. A registered agreement for sale was executed on 27 August 2018 for a total consideration of ₹17,95,930. The allottee arranged a housing loan of ₹16,16,008 from DHFL (now Piramal Capital), of which ₹1,79,600 was paid from her own funds. The promoter claimed that due to the allottee's failure to deposit the required owner's contribution, the full loan was not disbursed. Several demand notices and a legal notice were issued, culminating in the cancellation of the allotment on 1 December 2020. Subsequently, the flat was re-allotted to another buyer, Mrs. Sunita Sharma, on 23 October 2021. The allottee filed a complaint before RAJ-RERA in March 2022 seeking to set aside the cancellation, possession of the unit, compensation, and damages.

In its appeal, the promoter argued that the cancellation was legally justified due to breach of payment terms by the allottee. It cited Clauses 5.5 and 16 of the sale agreement, and Clauses 10 and 18 of the tripartite agreement, which required the allottee to cover the gap between the loan sanctioned and the total price. The promoter submitted that multiple reminders were issued, and the cancellation was done in compliance with the agreement. It emphasized that the allottee's failure to make payments, despite having a sanctioned loan, led to non-disbursal, and thus justified the cancellation. It was also argued that the RAJ-RERA order lacked jurisdiction, misapplied Sections 11(5) and 19(6) of the Act, and did not consider the imbalance it would create for promoters if allottees were allowed to block units indefinitely without full payment.

Conversely, the allottee claimed that she had paid over 90% of the consideration, either directly or through DHFL. It was contended that the promoter never raised further demands from DHFL even though the bank was willing to disburse the sanctioned loan. The allottee highlighted that the cancellation was done without a No Objection Certificate (NOC) from DHFL, as required by Clause 9 of the tripartite agreement. The allottee further asserted that the promoter had misused its dominant

position by unilaterally cancelling the allotment, despite the registered nature of the agreement, and had fraudulently re-allocated the flat while retaining funds from both the allottee and DHFL. The respondent pointed out the promoter's failure to complete the project on time, even after obtaining four extensions from RAJ-RERA, resulting in the project being marked as "lapsed". The allottee continued to pay EMIs on the sanctioned loan and expressed willingness to pay the remaining dues if possession was given.

The Tribunal, after reviewing evidence, submissions, and legal documents, found that the promoter had received ₹7,32,972 towards the flat, but the full loan disbursement did not occur due to non-payment of the owner's contribution. Although the allottee claimed to have paid 90% of the amount, no affidavit or proof was submitted, while the promoter had furnished receipts and an affidavit. The Tribunal observed that the complaint was filed more than a year after the cancellation. It held the cancellation valid, noting that multiple reminders and legal notices had been issued before the cancellation, and the allottee failed to comply with payment obligations as per the agreement.

However, the Tribunal also noted that the promoter had not fully complied with the RERA Act's procedural requirements for cancellation and had significantly delayed the completion of the project. Despite these violations, the Tribunal emphasized that once a unit is cancelled and re-allotted to a genuine buyer, it cannot be revived in favour of a previous allottee who had defaulted. Relying on its earlier judgment in *Fifth Planet Developers v. Chaya Mehta*, the Tribunal stressed that permitting allottees to block units indefinitely without full payment would be detrimental to the real estate sector and contrary to the objectives of the Act.

In conclusion, the Tribunal allowed the appeal and set aside RAJ-RERA's order dated 5 April 2023. It held that the allotment of Flat A-601 could not be revived in favour of the original allottee, as it had already been re-allotted to a third party. However, as an equitable remedy, it allowed the allottee to approach the promoter for allotment of another unit in the same project, subject to mutual agreement and availability. If such a transaction did not materialize, the promoter was directed to refund the entire amount received from the allottee and from DHFL, along with interest at the rate prescribed under RERA Rules (SBI MCLR + 2%), within 45 days. If payment was not made within this period, a higher interest rate of 12% p.a. would apply.

This judgment highlights the necessity for both promoters and allottees to strictly adhere to their contractual and statutory obligations. While the Tribunal recognized procedural lapses on the part of the promoter, it reinforced the principle that defaulting allottees cannot claim revival of allotments when they have failed to meet essential conditions like timely payment, particularly when the unit has been validly allotted to another party. The Tribunal sought to balance promoter accountability with the protection of genuine consumers and the overall health of the real estate sector.

MAHARASHTRA REAL ESTATE APPELLATE TRIBUNAL

APPELLANT: Shreeji Construction

RESPONDENT: . 1.Bhavesh Shah

2. Mrs. Arpita Shah

CORAM: 1. Shri S. S. Shinde J

2. Shri Shrikant M. Deshpande

ORDER DATE: 23.04.2025

Complainant Representative: Adv. Mr. Abir Patel

Respondent Representative: Adv. Ms. Niyanta parekh

Gist: Shreeji Constructions sought condonation of a 10-day delay in filing an appeal against a MahaRERA order. The Tribunal accepted that the delay was due to internal deliberations and was not mala fide. Citing Supreme Court precedent, it condoned the delay in the interest of justice and allowed the appeal to proceed.

In Miscellaneous Application No. 478 of 2024, filed within Appeal No. AT006000000194789/24 before the Maharashtra Real Estate Appellate Tribunal, Mumbai, Shreeji Constructions (applicant-promoter) sought condonation of a 10-day delay in filing an appeal against the Maharashtra Real Estate Regulatory Authority's (MahaRERA) order dated 15 September 2023. The respondents in this matter were Bhavesh Shah and Arpita Shah (non-applicants/allottees). The appeal was filed under the provisions of the Real Estate (Regulation and Development) Act, 2016 (RERA Act), and the delay was attributed to internal organizational processes and procedural formalities.

The promoter submitted that although the MahaRERA passed its impugned order on 15.09.2023, they only received the email intimation of the order's upload on 20.09.2023. Accordingly, the statutory period for filing an appeal expired on 19.11.2023. However, the appeal was filed online on 30.11.2023, resulting in a 10-day delay. Advocate Mr. Abir Patel, representing the applicant, explained that Shreeji Constructions is a large organization and that legal decisions of this nature required deliberation and clearance by senior management. Several internal discussions took place with their legal team and attorneys, during which the draft memorandum of appeal underwent multiple revisions before it was finalized.

Supporting this explanation, the applicant presented a series of email exchanges that reflected the back-and-forth with legal advisors, justifying the time taken. The advocate asserted that there was no negligence or lack of diligence on the part of the applicant, and the delay occurred despite genuine efforts to file the appeal as quickly as reasonably possible. The delay was not a tactic, nor was it mala fide, and if not condoned, it would result in grave prejudice to the promoter. In contrast, condoning the delay would not cause any harm to the non-applicants. On this basis, the applicant requested the Tribunal to condone the delay in the interest of justice.

The non-applicants, through their advocate Ms. Niyanta Parekh, opposed the application. They argued that the delay was not merely 10 days as claimed. Instead, they pointed to the docket entries, which showed that the hard copy of the memorandum of appeal was submitted to the Tribunal only on 09.02.2024. Additionally, the verification and notarization of the appeal was done on 31.01.2024, and the delay condonation application was signed on 05.07.2024—over seven months after the alleged online filing date. They accused the promoter of suppressing these key facts and contended that there was no sufficient explanation provided for the gap between the online submission and the physical filing of the documents. On these grounds, the non-applicants requested the Tribunal to reject the application outright.

The Tribunal, comprising Chairperson Shri S.S. Shinde and Member (A) Shri Shrikant M. Deshpande, considered both sides' submissions. They framed the core issue as whether the applicant had demonstrated sufficient cause for not filing the appeal within the prescribed limitation period. It was established that the impugned order was indeed passed on 15.09.2023 and was communicated via email

on 20.09.2023. Thus, the deadline for filing the appeal was 19.11.2023. Despite the non-applicants' argument about later filing, the Tribunal verified the record and accepted the applicant's declaration showing that the online appeal had, in fact, been filed on 30.11.2023.

The Tribunal ruled that the appeal was technically delayed by 10 days. While the hard copy submission occurred later in February 2024, the online submission date would be treated as the effective date of filing. The Tribunal accepted the explanation that the delay resulted from internal deliberations, managerial approvals, and necessary coordination with legal counsel. The documentation supported this timeline, and the delay was not seen as intentional or negligent.

In its reasoning, the Tribunal cited the Supreme Court's landmark judgment in Collector, Land Acquisition, Anantnag v. Mst. Katiji [(1997) 2 SCC 1071], which established that courts should adopt a liberal and justice-oriented approach in matters of delay condonation. The Apex Court emphasized that "sufficient cause" should be interpreted flexibly and not in a rigid, pedantic manner, especially where denying condonation would result in a miscarriage of justice. The Court highlighted that technical considerations should not override substantial justice and that there is no presumption that delay is deliberate or motivated.

Applying this principle, the Tribunal held that the applicant had shown genuine, credible reasons for the 10-day delay, and there was no evidence of mala fides or dilatory tactics. The delay was explained reasonably, and the documents corroborated the applicant's account. The Tribunal reiterated that the remedy of appeal is a statutory right and should not be defeated by procedural delays when there is no real prejudice to the other side.

Accordingly, the Tribunal passed an order allowing Miscellaneous Application No. 478 of 2024. The 10-day delay in filing the appeal was condoned, and the matter was allowed to proceed. The application was thus disposed of.

This judgment underscores the judiciary's commitment to ensuring that justice is not denied due to minor procedural lapses, particularly where there is good faith and no evidence of abuse. The Tribunal emphasized that legal remedies should be decided on merits and not be barred solely on technical grounds. It reflects a balance between procedural discipline and substantive justice and reinforces the principle that courts exist to correct injustice, not to perpetuate it through rigidity.

APPELLANT: M/s. Prestige Estates projects Ltd

RESPONDENT: 1. Dr. Nikhil N. Sontakke

2. Tripti Bansal

3. M/s. Mathias Construction pvt. Ltd.

CORAM: 1. Shri S. S. Shinde J

2. Shri Shrikant M. Deshpande

ORDER DATE: 30.04.2025

Complainant Representative: Adv. Ms. Jennifer Michael

Respondent Representative: Adv. Mr. Vinod Talreja

Gist: The Tribunal found that Prestige Estates hadn't fully complied with RERA requirements by failing to deposit interest on ₹2.61 crore for delayed possession. It directed full deposit within four weeks or the appeal would be dismissed.

The present appeal was filed by M/s. Prestige Estates Projects Ltd., the promoter of the “Prestige Ocean Crest” project in Dona Paula, Goa, challenging the order dated 24 January 2025 passed by the Goa Real Estate Regulatory Authority. The original order directed the promoter to carry out certain rectifications and imposed monetary liabilities, including penalties, interest, and costs. The appellant sought relief from these directions and moved the Tribunal under the Real Estate (Regulation and Development) Act, 2016 (RERA Act).

According to the impugned order passed by Goa RERA, the Authority had directed the promoter (appellant) to take the following actions: (a) replace the broken marble in the living room and master bedroom of Apartment No. 1033 within 30 days; (b) pay Rs. 5,00,000 towards interest and costs within 30 days, failing which interest under Rule 18 of the Goa RERA Rules, 2017 would apply until payment; (c) pay Rs. 5,00,000 as penalty under Section 61 of the Act for violating Section 14(3) related to structural defects, and deposit the amount before the Authority within 30 days; and (d) submit a compliance affidavit within 60 days, failing which further legal action would be initiated.

Being aggrieved, the promoter filed an appeal before the Appellate Tribunal. As per Section 43(5) of the RERA Act, 2016, a promoter filing an appeal must first deposit at least 30% of the penalty or the full amount payable to the allottee including interest and compensation, or both, as determined by the Authority. To comply with this provision, the appellant deposited Rs. 10,00,000 by way of demand draft dated 21 March 2025—comprising Rs. 5,00,000 toward penalty under Section 61 and Rs. 5,00,000 toward interest and costs as directed under the impugned order. Additionally, the appellant deposited Rs. 19,456 towards calculated interest at 11.10% for the period from 24 February 2025 to 28 April 2025.

The appellant's counsel, Ms. Jennifer Michael, argued that this deposit fulfilled the requirements of Section 43(5) and that the stay application could now be heard on merits. However, the respondents' counsel, Mr. Vinod Talreja, contested this, asserting that the appellant had not deposited the full amount due under the order. According to him, the allottees had paid Rs. 2,61,94,000 as the consideration for the flat and were entitled to interest on this amount for the period of delay—nine months and ten days—in handing over possession. He emphasized that the Authority's direction to pay “interest” on the paid amount had not been complied with, as the appellant had deposited only Rs. 5,00,000 toward both interest and costs.

The Tribunal then examined the central issue: whether the appellant had fully complied with the mandatory deposit requirement under the proviso to Section 43(5) of the RERA Act. After detailed arguments and scrutiny of the impugned order, the Tribunal concluded that the deposit made by the promoter was incomplete.

The Tribunal found that the impugned order, in clause (b) of its operative portion, mentioned the payment of “interest as well as costs of Rs. 5,00,000,” but did not quantify the exact amount of interest separately. Upon harmoniously interpreting the operative portion with the findings in the body of the order, the Tribunal noted that the Authority had clearly observed that the allottees had paid Rs.

2,61,94,000 in full for the flat and had suffered a delay of nine months and ten days in possession delivery. Therefore, the order entitled the allottees to interest under Section 18(1) of the RERA Act, 2016 on the entire paid amount for that delayed period, in addition to Rs. 5,00,000 toward legal costs.

Accordingly, the Tribunal held that the promoter was obligated to deposit not just Rs. 5,00,000 but the full interest calculated on Rs. 2.61 crores for the 9 months and 10 days delay, at the applicable rate of 11.10% (i.e., SBI's highest MCLR of 9.10% + 2%) as per Rule 18 of the Goa RERA Rules. Since the promoter had not deposited this component of interest, the compliance with Section 43(5) was held to be incomplete.

The Tribunal acknowledged that the promoter had, however, correctly deposited the penalty amount of Rs. 5,00,000 under Section 61 along with interest for the interim period until the deposit date, and that the cost component of Rs. 5,00,000 was also covered. Still, the substantive interest on the consideration amount remained unpaid.

In conclusion, the Tribunal directed the appellant to deposit the full interest amount due on Rs. 2,61,94,000 for the delay period of nine months and ten days at the rate of 11.10%, along with further interest on the said amount from 24 February 2025 until the actual date of deposit. This was required to be done within four weeks of the order. The Tribunal also clarified that failure to comply with this direction would lead to dismissal of the appeal for non-compliance with the mandatory condition under Section 43(5) of the RERA Act.

This case underscores the importance of strict compliance with statutory prerequisites for maintaining an appeal under RERA, especially for promoters. It also clarifies that partial payments or assumptions about merged heads like "interest and costs" do not suffice when the order's intent, read holistically, establishes entitlement to distinct financial heads, including interest on delayed possession. The Tribunal reinforced the principle that such statutory requirements must be fulfilled completely before an appeal can be entertained on merits.

TAMIL NADU REAL ESTATE APPELLATE TRIBUNAL

APPELLANT: H. Prasannaah

RESPONDENT: M/s. VGN Property Developers Pvt. Ltd.

CORAM: Smt. N. Uma Maheswari

ORDER DATE: 19.03.2025

Complainant Representative: M/s. Innovent Law Associates, Advocates

Respondent Representative: Mr. Thriyambak J. Kannan, Advocate

Gist: The complainant booked Flat No. 308 in the "VGN Temple Town" project, but the respondent delayed possession by four years, citing environmental clearance issues and other factors. The tribunal held the respondent responsible for the delay, awarded Rs. 5,00,000 for mental anguish, and Rs. 1,00,000 for litigation expenses to the complainant, directing payment within 90 days.

The complaint centers around the delayed possession of Flat No. 308 in the "VGN Temple Town" project in Thiruverkadu, which was booked by the complainant through his father, H. Vijaykumar, as

Power of Attorney (PoA) in 2015. After the father's death in 2015, the complainant's brother, H. Pramodh, became the new PoA. The complainant made an advance payment of Rs. 4.6 lakhs in February and March 2015. The sale and construction agreements were signed in September 2015 and February 2016, respectively, with the construction agreement specifying a handover date by October 2017, including a six-month grace period. However, the unit was handed over with a delay of four years, and the respondent failed to pay the agreed-upon delay compensation of Rs. 5 per square foot. As a result, the complainant filed the complaint seeking delay charges and compensation.

In its defense, the respondent acknowledged the booking, advance payments, and agreements but claimed that the complainant had not been consistent with stage-wise payments. The respondent attributed the delay to several factors, including an Environmental Clearance delay by the State Level Environment Impact Assessment Authority (SEIAA) from 2014 to 2018, Cyclone Gaja in 2018, a shortage of sand, and the Covid-19 pandemic. The respondent argued that these circumstances were beyond its control and, therefore, the complainant's claims were without merit.

The complainant's counsel argued that the initial payment delays were due to the unexpected death of the complainant's father in 2015, which caused a delay in appointing the new PoA. The complainant also pointed out that between 2014 and 2018, the project lacked the proper approvals, and there were no force majeure events before the agreed-upon handover date. The counsel emphasized that the four-year delay caused the complainant significant monetary loss and mental anguish.

The tribunal ruled in favor of the complainant, concluding that the respondent was responsible for the delay. It rejected the respondent's justification about the environmental clearance issue, stating that the respondent should not have advertised or collected payments for the project without the necessary clearance. The tribunal also dismissed the respondent's reliance on the sand shortage, Cyclone Gaja, and Covid-19, as these events occurred after the promised handover date. Therefore, the tribunal found that the delay was solely due to the respondent's failure to complete the project on time.

While the respondent claimed that the complainant was responsible for some delayed payments, the tribunal recognized that these delays were primarily due to the death of the complainant's father, which resulted in a temporary disruption in appointing a new PoA. The tribunal also pointed out that while the respondent sought interest for the delayed payments, it failed to fulfill its own obligation to pay delay charges for the late handover. As a result, the tribunal awarded the complainant Rs. 5,00,000 as compensation for the mental anguish and hardship caused by the four-year delay.

In addition, the complainant was awarded Rs. 1,00,000 as litigation expenses. The tribunal directed the respondent to pay these amounts within 90 days from the date of the ruling, marking the conclusion of the case.

APPELLANT: B. Anuradha

RESPONDENT: M/s. Haven Foundations Pvt. Ltd.

CORAM: Smt. N. Uma Maheswari

ORDER DATE: 25.03.2025

Complainant Representative: Mr. A. Panneerchelvam

Respondent Representative: Mr. D.R. Jayakothandaraman

Gist: The complainant booked a flat in the "HAVEN MANOSAROVAR" project but faced a 17-month delay in handover. Despite not defaulting on payments, she was charged default fees, leading her to seek compensation. However, the Forum found the complainant failed to make timely payments, particularly for registration charges, and dismissed the complaint, ruling she was not entitled to compensation.

In 2019, the respondent launched the "HAVEN MANOSAROVAR" project in Nanganallur, Chennai, and advertised it through a brochure. The complainant booked a 2 BHK flat on 13.03.2019, with a built-up area of 1140 sq.ft. and an undivided share (UDS) of 606 sq.ft., totaling Rs.1,07,89,000/- for the flat and Rs.2,74,997/- as registration charges. A construction agreement was signed on 06.05.2019, which stipulated that the builder would complete and hand over the unit within 12 months, with a grace period extending to August 2020. However, the unit was handed over only on 08.10.2021, which was 17 months after the promised deadline.

The respondent also demanded two additional payments: Rs.8,54,150/- and Rs.4,68,200/- as default charges, even though the complainant did not default on any payments. Despite this, under protest, the complainant paid Rs.5,04,319/- on 04.10.2021. The complainant filed a complaint (RCP 10 of 2022), which was decided in her favor, granting her the liberty to approach the Forum for compensation.

The respondent's counterarguments highlighted that the project did not initially come under the RERA Act, as the CMDA had approved only 488m² with a planning permit for 8 dwelling units. The respondent also argued that the complainant had defaulted on payments since the construction agreement was signed and provided evidence in the form of 8 reminders sent between 19.12.2019 and 12.07.2021, demanding payment. According to the respondent, Clause (15) of the construction agreement allowed them to become the Power of Attorney (PoA) of the complainant if payments were delayed by more than 3 months, but this was not executed due to humane consideration. Furthermore, the respondent claimed that the FSI (Floor Space Index) was increased, allowing 9 units to be constructed as per the revised plan, and the project was registered with TNRERA. The respondent also contended that the Covid-19 pandemic affected construction timelines and led to additional registration charges as per government norms.

The complainant's counsel argued that there was a 17-month delay in handing over the unit and that the registration charges had been increased from 1% to 34%. The complainant also pointed out that the respondent had not paid the penalty imposed by the TNRERA for irregularities, and charged extra amounts contrary to the agreed terms. The counsel further stated that Clause (15) of the construction agreement was invalid under the Indian Contract Act.

The respondent, representing himself, claimed the complainant had been a defaulter from the beginning, not adhering to the agreed payment schedule, and had requested alterations to the interior work, which deviated from the original plan. The respondent argued that the complaint should be dismissed.

The Forum considered the facts and noted that the complainant had not made timely payments, especially concerning registration charges, as evidenced by the respondent's emails. According to Section 19(16) of the RERA Act, allottees are responsible for making necessary payments as specified in the agreement. Since the complainant had failed to fulfill this obligation, the Forum concluded that the complainant could not claim compensation.

As a result, the Forum dismissed the complaint, ruling that the complainant was not entitled to compensation and no other reliefs would be granted. The case (CCP No.06 of 2024) was dismissed without costs.

RAJASTHAN REAL ESTATE REGULATORY AUTHORITY

COMPLAINANT: Chirag Arora & Ors.

RESPONDENT : R-Tech Infra Capital Galleria LLP

CORAM: Smt. Veenu Gupta, Hon'ble Chairperson

ORDER DATE: 09.04.2025

Complainant Representative: Chirag Arora

Respondent Representative: Adv Yogesh Sharma

Gist: The complainants sought a refund of ₹46.76 lakhs for shops in the 'R-Tech Capital Galleria (Alwar)' project, alleging incomplete construction and unauthorized structural changes. The Authority found the project lapsed with no valid completion certificate and directed the complainants to choose between compensation or refund with 11.10% interest. The matter was disposed of with a 15-day window to convey their decision.

These complaints were filed under Section 31 of the Real Estate (Regulation and Development) Act, 2016, concerning the group housing project titled 'R-Tech Capital Galleria (Alwar),' registered under RAJ/P/2017/073. The complainants were allotted commercial shops numbered C-3F-01 to C-3F-04 in the said project, for which they collectively paid a total amount of ₹46,76,320/- as full consideration. Space Buyer's Agreements were executed between the parties on 05.04.2017 and 15.04.2017. Despite payment in full, the complainants alleged that the respondent failed to meet his obligations by deviating from the sanctioned layout plans and making substantial structural changes in the project without seeking prior approval. These deviations allegedly destroyed the commercial utility and the original purpose of the bookings.

Further, the complainants stated that the project remains incomplete, and neither has the project been handed over to any Resident Welfare Association (RWA), nor has an RWA been formed. Despite this, the respondent has begun levying maintenance charges, which the complainants argue is unwarranted in the absence of project completion and handover. On these grounds, the complainants sought cancellation of their shop bookings and a refund of the deposited amount along with interest.

The respondent, through counsel, denied the allegations and claimed that the complainants had already obtained physical possession of their respective shops and that the project had been completed. He further contended that the complainants failed to inform the Authority that possession was granted with their consent via an NOC dated 25.08.2018 and that a completion certificate was issued by the empanelled architect on 26.02.2020. According to the respondent, the project remains aligned with the sanctioned plans, and no unauthorized changes were made. He also pointed out the delay of nearly four years from the time of completion and possession to the filing of the complaints in 2022, arguing that this delay undermines the validity of the claims and the relief sought.

In rebuttal, the complainants maintained that the possession given was merely provisional, intended for fit-out purposes only, and not supported by a valid completion or occupancy certificate. They also

disputed the validity of the alleged completion certificate, asserting that construction work is still ongoing. Additionally, no registered Agreement to Sale had been executed, and no valid conveyance documents were provided. Hence, they contended that their claims remain valid and justifiable.

Upon hearing both parties and reviewing the records, the Authority found that the project had been in a lapsed status for over four years, with no valid completion certificate uploaded on the RERA portal. No application for extension of registration had been filed, and the last available Quarterly Progress Report (QPR) was for July–September 2020, indicating project stagnation.

The Authority also clarified that suo motu proceedings were earlier initiated against the respondent for charging on the basis of super built-up area instead of carpet area. The Authority had passed an order on 31.07.2023, imposing a penalty and directing amendment of the Agreement to Sale. This direction was complied with, and the suo motu notice was discharged.

It was noted that although provisional possession was given on 25.08.2018, the complaints were filed in 2022, reflecting a delay. However, the Authority acknowledged that the delay does not bar filing under RERA, and the complainants were not in full possession with legal transfer rights during this period. Therefore, the Authority offered the complainants two remedies: They may seek compensation before the Adjudicating Officer under Sections 14 and 18 of the Act for failure to provide promised amenities like escalators and other facilities. Alternatively, they may opt for a refund of ₹46,76,320/- with interest at the rate of 11.10% (SBI MCLR + 2%) calculated from the date of surrender of possession till refund.

The complainants were directed to convey their choice to the Authority within 15 days. The matter was accordingly disposed of based on these observations.

COMPLAINANT: Sharda Bhandari

RESPONDENT : FS Housing Pvt. Ltd.

CORAM: Smt. Veenu Gupta, Hon'ble Chairperson

ORDER DATE: 25.04.2025

Complainant Representative: Adv Tisha Sharma

Respondent Representative: Adv Anurag Jain

Gist: The complainant filed for execution of a RERA order directing possession and interest for delay in “The Crest” project. Though keys were handed over earlier, the sale deed was executed only on 29.01.2025. RERA held that possession is valid only after the sale deed and directed the promoter to pay interest from 15.05.2024 to 29.01.2025. Compliance must be done within 45 days to unfreeze bank accounts.

The present execution application arises from an earlier order dated 24.05.2023, passed by the Rajasthan Real Estate Regulatory Authority (RERA) concerning the group housing project "The Crest," bearing registration number RAJ/P/2017/056. In that order, RERA directed the respondent-promoter to complete all pending works in accordance with the specifications agreed upon in the sale agreement and to hand over possession of the flat to the complainant within three months. Additionally, the Authority mandated that the respondent must pay interest for the delayed possession as per Rule 16 of the Rajasthan Real Estate (Regulation and Development) Rules, 2017. The applicable rate of interest

was fixed at the State Bank of India's highest MCLR plus 2%, which amounted to 10.60%. The Authority further directed that the GST Input Tax Credit, which the respondent had admitted to having received and promised to pass on, must also be paid to the complainant.

In compliance with the above directions, the respondent executed the sale deed in favour of the complainant on 29.01.2025. However, the complainant subsequently approached the Authority again, asserting that the respondent had failed to pay the interest amount for the period of delay, particularly for the nine months leading up to the actual possession date of 17.01.2025. The complainant sought interest for this entire delayed period, arguing that the respondent had not fulfilled the order completely.

The respondent, on the other hand, submitted that the keys to the unit had already been handed over to the complainant, who allegedly chose not to take possession despite having access to the unit. The respondent also referenced a joint application dated 24.04.2024, filed by both parties before the Authority, which allegedly represented a settlement. The respondent further argued that there was no express direction in the original order dated 24.05.2023 to pay interest beyond the stipulated three-month period and, therefore, claimed there was no outstanding liability. The respondent contended that since the sale deed had been executed and possession handed over, the order had been fully complied with and the bank accounts frozen earlier by the Authority should now be de-frozen.

Upon hearing both parties and perusing the case record, the Authority found discrepancies in the respondent's claims. It was noted that in the joint application dated 24.04.2024, the respondent had explicitly committed to executing the conveyance deed for Flat No. 1003 and delivering possession to the complainant by 15.05.2024 after completing all remaining construction and fit-out work. However, despite this commitment, the conveyance deed was not executed within the agreed timeline. Instead, the deed was finally executed on 29.01.2025, following significant delay and the imposition of penalties.

The Authority held that mere handing over of the keys could not be construed as valid legal possession, particularly in the absence of a registered sale deed. Legal possession is only deemed to have been transferred upon execution of the sale deed. Therefore, the Authority concluded that there was an evident delay in handing over possession, contrary to the terms agreed upon and the directions issued earlier.

Consequently, RERA held that the respondent was bound to pay interest on the delay in handing over possession from 15.05.2024 (the committed date) to 29.01.2025 (the actual date of execution of the sale deed). The rate of interest was to remain the same as mentioned in the original order dated 24.05.2023, i.e., 10.60% (SBI MCLR + 2%). The interest was to be calculated for this entire period and paid to the complainant accordingly.

Further, the Authority directed the respondent to ensure full compliance with this execution order within forty-five (45) days from the date the order is uploaded on the Authority's website. Only upon verification of such compliance would the Authority consider lifting the freeze on the respondent's bank accounts.

With these directions, the execution application was disposed of by the Authority. The complainant has thus been granted relief in the form of delayed interest, and the respondent's obligations have been reiterated and clearly defined. The Authority also reinforced the principle that legal possession is tied

to the execution of the sale deed and not merely physical handover, underscoring the need for full adherence to both procedural and substantive provisions of the RERA Act and associated Rules.

COMPLAINANT: Neelam Pareek

RESPONDENT : Om Metals Consortium Pvt. Ltd.

CORAM: Smt. Veenu Gupta, Hon'ble Chairperson

ORDER DATE: 25.04.2025

Complainant Representative: CA Himanshu Goyal, Adv Ankita Chordia and Adv Yashwant Suwalka

Respondent Representative: Adv Swadeep Singh Hora and Adv Kartik Agarwal

Gist: The complainant filed a case under RERA for delayed possession of Apartment G-42 in the 'Pallacia' project, seeking possession and delay interest. The respondent's delay was attributed to force majeure and court stay, with modifications requested for Unit G-72. The Authority ruled that the complainant is entitled to possession after paying outstanding dues, with delay interest and maintenance charges adjusted accordingly. The case was disposed of with a compliance deadline of 45 days.

The present complaint is filed under Section 31 of the Real Estate (Regulation and Development) Act, 2016, by the complainant in relation to the group housing project 'Pallacia,' registered with RERA under registration number RAJ/P/2017/399. The complainant was allotted Apartment No. G-42 in the said project for a total sale consideration of ₹2,11,46,000, against which she paid ₹2,14,17,930. A notarized agreement for sale dated 30.04.2014 was executed, wherein Clause 9(a) stipulated delivery of possession within 30 months from the execution date, with a grace period of nine months or such extended time as mutually agreed.

Due to delay in construction, the complainant requested a change of allotment from Unit G-42 to G-72, but later reverted to G-42 due to lack of progress. The complainant alleges that an oral demand of ₹8,45,701 was made by the respondent towards outstanding dues, which was not in accordance with the agreement that requires final payment to be made at the time of possession. She further contends that without completion and occupancy certificates, a valid sale deed and possession cannot be executed.

The complainant asserts that despite seven years passing from the stipulated possession date of 30.07.2017, the respondent has failed to deliver possession or complete construction of common amenities. Completion and occupancy certificates were received only on 20.07.2021 and 28.04.2022, respectively. Accordingly, the complainant seeks possession along with delay interest.

The respondent's counsel submitted that the total consideration including taxes was ₹2,24,56,241, and delay was due to force majeure and a court stay. It was also contended that modifications requested for Unit G-72 incurred expenses of ₹4,73,886, which the complainant was liable to pay. The complainant later chose to retain G-42. Additionally, it was argued that the complainant defaulted in timely payments, with ₹8,45,701 remaining unpaid. The project is now complete, sale deeds commenced in September 2021, and the complainant was offered sale deed execution via email.

The complainant refuted liability for the modification cost, stating her countersignature was not obtained. She also contended that maintenance charges are not applicable as no possession or complete

construction was achieved. The respondent raised a counterclaim for maintenance dues, stating that services of JLL were engaged. The complainant countered that obligation under Section 19 to pay maintenance arises only upon proper possession and habitability, which had not occurred.

After hearing both sides and reviewing records, the Authority held the respondent responsible for delay in possession. Relying on the Supreme Court ruling in Newtech Promoters vs. State of UP, the Authority affirmed the allottee's right to interest for delayed possession. Since the occupancy certificate was received on 28.04.2022, the earlier possession offer dated 27.01.2022 was deemed invalid.

The complainant is directed to take possession after paying ₹8,45,701. The promoter shall pay delay interest from 30.07.2017 till 28.04.2022 at 11.10% per annum, excluding any moratorium. Modification costs for G-72, being at the complainant's request, are payable by her and may be adjusted against the interest. Maintenance charges are to be levied from 28.04.2022 and may also be adjusted against delay interest.

The matter stands disposed of with directions for compliance within 45 days of uploading the order.

COMPLAINANT: Surendra Kumar Katyal

RESPONDENT : 1. Aakriti Landcon Private Limited

2. Naresh Sharma

3. Purshottam Daval Dubey

4. Baroda Rajasthan Kshetriya Gramin Bank

CORAM: Smt. Veenu Gupta, Hon'ble Chairperson

ORDER DATE: 30.10.2024

Complainant Representative: Adv. Mohit Khandelwal

Respondent Representative: Adv. Pranjul Chopra & Adv. Ankit Somani

Gist: The complainant, a bona fide allottee in the 'Shreenath Oasis' project, was denied an NOC by the bank due to a prior mortgage. The Authority held that the bank, having assumed rights via mortgage, qualifies as a 'promoter' under RERA. It ruled that RERA overrides SARFAESI in protecting allottees' rights. The bank was directed to issue the NOC, and the complaint was allowed.

The present complaint was filed under Section 31 of the Real Estate (Regulation and Development) Act, 2016 (RERA), relating to the group housing project 'Shreenath Oasis' (Reg. No. RAJ/P/2017/318). The complainant had booked Flat No. A-908 in 2015 for ₹25,00,000 and paid the entire consideration. Despite assurances of possession within 36 months from the project commencement in 2013, the possession was delayed. Additionally, it was later discovered that the project was mortgaged to Respondent No. 4 (a bank) in 2014, which had not been disclosed to the complainant.

The complainant contended that the developer fraudulently concealed the mortgage, and the bank issued notices under the SARFAESI Act after the developer defaulted. The sale deed was registered in 2021, and the complainant has been residing in the flat since. In 2022, the bank issued a public notice asserting its charge over the project and began recovery proceedings. Despite being a bona fide allottee, the complainant's right to sell his flat was restricted, as the bank refused to issue a No Objection Certificate

(NOC). The complainant claimed the bank had issued selective NOCs to relatives of the promoter and was ignoring the rights of genuine homebuyers.

The bank raised preliminary objections, stating that it was not a “promoter” under RERA, and that the complainant failed to perform due diligence before purchase. It asserted that it was a secured creditor with the first charge and that sales without an NOC were void under Section 43 of the Transfer of Property Act. The bank maintained its actions were lawful and requested dismissal of the complaint.

Upon hearing both parties, the Authority considered three primary issues. First, whether the bank qualifies as a promoter under RERA. Referring to similar decisions, including *Mukesh Agarwal vs SNG Real Estate Pvt. Ltd.* and the *Union Bank of India vs RERA* (SLP Nos. 1861-1871/2022), the Authority held that a bank assuming control of a project via mortgage becomes an “assignee” under Section 2(zk) and thus a “promoter.” Consequently, it bears responsibilities towards allottees and falls under RERA’s jurisdiction.

Second, regarding whether SARFAESI Act overrides RERA, the Authority held that RERA, being a later and special Act with a non-obstante clause under Section 89, prevails over SARFAESI. Homebuyers cannot be penalized for the promoter’s default or failure to inform about a mortgage. The sale deed to the complainant was valid and duly registered. The Authority reviewed Sub-Registrar records and found similar sale deeds had been registered without challenge by the bank, establishing the complainant’s bona fide status.

Third, the Authority ruled that under Section 11(4)(h) of RERA, allottees cannot be deprived of their rights due to the promoter’s encumbrances. The bank may recover dues from unallocated units or take alternative legal recourse, but cannot auction allotted flats.

In conclusion, the Authority declared it had jurisdiction, held the bank to be a promoter, and recognized the complainant as a bona fide allottee. The bank was directed to issue an NOC to enable the complainant to sell the flat, and the complaint was disposed of accordingly.

COMPLAINANT: 1. Anupam Chaturvedi

2. Meenakshi Patel

RESPONDENT : VN Buildtech Pvt. Ltd.

CORAM: : Smt. Veenu Gupta, Hon’ble Chairperson

ORDER DATE: 28.04.2025

Complainant Representative: Adv Rishi Raj Maheshwari

Respondent Representative: Adv Mitesh Rathore

Gist: The complainants sought possession or refund for the delayed “Exclusive 444” project under RERA's order dated 22.05.2022. As they failed to prove timely intent to continue or demand possession, the Authority denied possession and directed refund of ₹10.74 lakh and ₹25.26 lakh in 10 installments, granting a one-month extension after default.

The present execution applications were filed by complainants seeking enforcement of the Real Estate Regulatory Authority (RERA) order dated 22.05.2022, relating to the group housing project “Exclusive 444,” registered under RERA registration no. RAJ/P/2018/805. The Authority, in its 22.05.2022 order,

had directed the respondent-promoter to refund the amount deposited by the complainants with interest at 7.4% + 2% over the highest MCLR of SBI, applicable from the expected possession date as stated in the respective agreements. The order permitted refund only after 31.12.2022, excluding the moratorium period as notified by the Authority. Further, the order gave the complainants an option to continue with the project by submitting a written request to the promoter within 30 days, and directed that no interest would be charged on due instalments if such option was exercised.

According to the complainants' counsel, they duly approached the promoter and expressed their intention to continue with the project, thereby complying with the said order. However, the promoter failed to act upon their request and ignored their desire to stay invested in the project. The complainants alleged that despite clear directions, the promoter neither refunded the principal amount with interest nor facilitated continuation in the project, thereby violating the Authority's order.

In Complaint No. 1 and Complaint No. 2, the complainants had filed applications on 06.02.2025 and 02.02.2024 respectively under Section 40 of the Real Estate (Regulation and Development) Act, 2016, seeking compliance with the original RERA order. They submitted that the project had lapsed as the promoter failed to complete it even after receiving an extension till 30.09.2023. Originally, possession was due in March 2021, but the project remains incomplete. The complainants reiterated their prayer for compliance with the 22.05.2022 order. In Complaint No. 1, a draft sale deed was also submitted, with a request for execution through the Authority.

The promoter filed a miscellaneous application on 08.01.2024 requesting additional time to comply with the 22.05.2022 order. The promoter also sought the release of the project's bank account to enable compliance. In response to the execution application in Complaint No. 1, the promoter filed preliminary objections on 17.03.2025, claiming the application was not maintainable due to incomplete payment by the complainant. They also argued that the original order contained no explicit direction for execution of the sale deed and that such a relief could not be granted under Order XXI Rule 34 of the Code of Civil Procedure, 1908.

In its replies dated 17.03.2025 and 28.03.2025 to Complaint Nos. 1 and 2, the promoter argued that the complainants did not specifically seek possession in their execution applications. Moreover, the promoter contended that there was no valid evidence to prove that the complainants communicated their intention to continue with the project within the stipulated 30-day period. Although the complainant in Complaint No. 2 claimed to have submitted such a letter, no documentary proof with acknowledgment of receipt was presented.

In an affidavit submitted by the promoter, it was stated that the respondent was willing to refund ₹10,74,468 in Complaint No. 1 and ₹25,26,891 in Complaint No. 2 in ten equal installments. The final installments were scheduled to be paid by 05.02.2026 and 25.01.2026 respectively. The promoter prayed that the complainants' demand for possession be denied, asserting that such relief would amount to modifying the final order, which is impermissible under the Real Estate Act and the principles governing execution of orders.

After hearing both sides and examining the records, the Authority held that the complainants had not submitted sufficient documentary evidence showing they had opted to continue with the project within the prescribed timeframe. Additionally, no specific demand for possession was made in their execution

applications. As such, the Authority concluded that the complainants were not entitled to claim possession at this stage.

Accordingly, the Authority directed the respondent-promoter to proceed with refunding the complainants' previously paid amounts, along with applicable interest, in accordance with the payment schedule provided in their affidavit. The Authority further ruled that the prayer for execution of the sale deed in Complaint No. 1 was also not maintainable, since entitlement to possession had not been established.

However, the Authority noted that the promoter had defaulted in paying the first installment of the refund amount. The promoter explained that the default occurred due to temporary liquidity issues and requested an extension of one month to comply with the installment schedule. Taking a considerate view, the Authority granted a one-month extension from the date mentioned in the affidavit (15.04.2025) and directed that compliance with the revised schedule would be reviewed during the next suo motu proceedings related to the project.

COMPLAINANT: 1. Ridhiraj Builders LLP

2. Rahul Jain

RESPONDENT : 1. SSBC Group

2. Anil Sharma

3. Sunil Kumar sharma

CORAM: Shri Sudhir Kumar Sharma, Hon'ble Member

ORDER DATE: 06.03.2025

Complainant Representative: 1. Adv Samkit Jain

2. Adv Yogesh Sharma

Respondent Representative: Adv. Hardik Mishra

Gist: Rahul Jain filed two RERA complaints against SSBC Group alleging unregistered marketing of a project on Plot No. SB-17, Jaipur, despite an existing MoU with the landowners. The Authority found he was not an “aggrieved person” under Section 31 and that no promotional hoardings existed, as confirmed by a site inspection. Since the core dispute pertained to a civil MoU, RERA held it lacked jurisdiction and dismissed both complaints.

The present matter pertains to two complaints filed under Section 31 of the Real Estate (Regulation and Development) Act, 2016 (hereinafter “the Act”) by Mr. Rahul Jain against SSBC Group, concerning an upcoming real estate project proposed on Plot No. SB-17, Bhawani Singh Road, Opposite Santokba Durlabhji Hospital, Bapu Nagar, Jaipur. The complaints—RAJ-RERA-C-2021-4398 and RAJ-RERA-C-2021-4399—allege statutory violations and seek to prevent the registration of the said project by the RERA Authority until an ongoing civil dispute is adjudicated.

According to the complainant, there exists a valid Memorandum of Understanding (MoU) dated 13.08.2015 between himself and the landowners, Mr. Anil Sharma and Mr. Sunil Kumar Sharma, relating to the development of Plot No. SB-17. He states that this MoU has neither been terminated nor abandoned. However, he came to know that the landowners were negotiating with other parties, including SSBC Group, to launch a new real estate project on the plot in question, without settling the

prior arrangement with him. He contends that this is not only in violation of contractual obligations but also contravenes the statutory provisions of the Act.

In Complaint No. RAJ-RERA-C-2021-4398, the complainant alleges that SSBC Group has erected a hoarding on the project site without displaying the RERA Registration Number or the website address, which amounts to a breach of the Act and applicable Rules. He seeks relief in the form of a directive that no registration of the project should be granted until the civil dispute is resolved and that prior notice should be given to him if any registration application is made. Complaint No. RAJ-RERA-C-2021-4399 similarly accuses the developers of marketing and promoting the project without registration, in violation of Section 3 of the Act. The complainant seeks an inquiry and preventive action to ensure such practices do not proceed unchecked under the RERA framework.

Respondent No. 3, SSBC Group, in its reply, strongly opposed the maintainability of the complaints. It argued that the complainant lacks locus standi and is not an “aggrieved person” under Section 31 of the Act, as he is neither an allottee nor a registered real estate agent. They claimed the complaints are motivated and not filed in good faith, asserting that Rahul Jain is acting on behalf of Mr. Kunal Jain, a relative and promoter, who is the actual stakeholder in the civil dispute. Furthermore, the respondent emphasized that the dispute arises from a MoU or collaboration agreement between the landowner and the complainant, which falls squarely within the jurisdiction of civil courts, as per several authoritative judgments of the RERA Authority.

During the hearing, the complainant’s counsel countered that his client is a whistleblower bringing to light clear violations of the Act, particularly the prohibition under Section 3 against marketing or selling a real estate project without registration. He maintained that this alone triggers RERA’s jurisdiction, irrespective of whether the complainant is an allottee. On the other hand, the respondent’s counsel highlighted that pursuant to these complaints, the Authority had already conducted a site inspection and found no evidence of any hoarding or advertisement in support of the allegations. They reiterated that the complainant is merely an investor in a separate legal dispute and is using the Authority to exert pressure on the landowners.

To ascertain the facts, the Authority directed Mr. Rishabh Sharma (Assistant Registration Officer) and Ms. Twinkle Gupta (Law Officer) to undertake a joint site inspection. The officers visited the site on 05.04.2024 and confirmed that the property still housed an old ground-floor construction and bore a nameplate in the name of Dr. Anil Sharma. Crucially, no hoardings, advertisements, or signs of project marketing were found at the location. This observation directly contradicted the complainant’s claim that illegal promotion had taken place.

The Authority also took note of Civil Suit No. 81/2020 pending before the Civil Judge (Additional Chief Judicial Magistrate No. 3), Jaipur Metropolitan Magistrate-1. This suit relates to the same plot and concerns the MoU executed between the complainant and the landowners in 2015. The Authority concluded that the dispute arising from this agreement falls under the purview of civil jurisdiction and not that of the RERA Authority. Since the project in question had not yet been registered with RERA and no violation was found on inspection, the Authority was not in a position to entertain the relief sought by the complainant, namely to prevent registration.

Furthermore, the Authority reiterated that the project registration process is governed by a comprehensive legal framework. Applications for registration undergo strict scrutiny and compliance

checks by the Authority itself. Therefore, preemptively denying or obstructing a potential application on the basis of a civil dispute or the complaint of a non-aggrieved person is not legally tenable.

Based on the foregoing, the Authority found that both complaints lacked merit. The allegations regarding unauthorized promotion and violation of the Act were not substantiated during site inspection. Additionally, the nature of the dispute being civil and contractual rendered it outside the Authority's jurisdiction. Accordingly, both Complaint No. RAJ-RERA-C-2021-4398 and Complaint No. RAJ-RERA-C-2021-4399 were dismissed. The matter was accordingly removed from the cause list and consigned to the record. Copies of the order were directed to be placed on file and sent to the concerned parties.

COMPLAINANT: Ravi Tara

RESPONDENT : R-Tech Capital Galleria Jaipur LLP

CORAM: Shri Sudhir Kumar Sharma, Hon'ble Member

ORDER DATE: 25.03.2025

Complainant Representative: Adv Mohit Pareek

Respondent Representative: Adv Samkit Jain

Gist: The complainant booked a commercial unit in "Capital Galleria (Jaipur) – Phase 1" and paid over 95% of the sale consideration, but the builder failed to deliver possession by the agreed date of 30.09.2021. Instead, the unit was leased out to a third party (Zudio) without the complainant's consent. The promoter cited COVID-19 delays and claimed implied consent, but the Authority held the complainant is entitled to interest for delay post 08.09.2022. The project is currently marked as "LAPSED" by RERA.

The complainant filed a case under Section 31 of the Real Estate (Regulation and Development) Act, 2016, concerning the commercial project 'CAPITAL GALLERIA (JAIPUR) - Phase 1' (Reg. No. RAJ/P/2017/153), located at RIICO Industrial Area, Kanakpura, Jaipur. The complainant booked Shop No. A-FF-07 on 10.12.2018 after paying ₹2,62,752 as booking amount and was issued an allotment letter on 10.01.2019. The total sale consideration was ₹26,85,075, out of which ₹25,38,310 was paid till 10.10.2022. As per the Agreement for Sale dated 30.01.2019, possession was due by 30.09.2021. The complainant alleged non-delivery of possession and unauthorized leasing of the unit to a third party (Zudio) by the promoter without consent. Reliefs sought include possession, interest on the paid amount, restraining further sale, interim protection, penalty under Section 61, and ₹50,000 as cost.

The respondent in its reply dated 30.10.2023 contended that the complainant defaulted in payment, leading to late payment charges of ₹1,25,779, which were later waived via a Declaration-cum-Undertaking signed by the complainant on 08.09.2022. The respondent further claimed that the unit was leased to Trent Ltd. (Zudio) after informing all allottees and receiving no objections, including from the complainant, thereby assuming deemed consent. Rental was claimed to be paid to the complainant. The delay in the project was attributed to COVID-19, and a 12-month extension was granted until 29.09.2022. The respondent sought dismissal of the complaint and enforcement of the MoU and sale deed.

The complainant's counsel emphasized that the unit was leased out without knowledge or consent, despite over 95% payment. No notice was received and no proof of service was shown. The site

inspection conducted on 07.02.2024 confirmed that Shop No. A-FF-07 was in possession of Zudio. The complainant denied relinquishing any rights beyond waiver of penalty for delayed installment payments through the Declaration dated 08.09.2022. The respondent argued that Zudio and the landowner must be impleaded for proper adjudication and asserted that rental was being credited to the complainant.

The Authority noted that the project status was "LAPSED" as of 29.09.2023, with only 81% work completion. No dispute exists regarding the sale consideration or the delay. The request to implead the landowner and Zudio was rejected since the developer was fully authorized by the landowner under Clause 2(h) of the agreement, and the lease to Zudio occurred post-agreement with the complainant.

The Declaration dated 08.09.2022 only waived interest up to that date and did not amount to relinquishing rights for future delays. Thus, the complainant is entitled to interest from 09.09.2022 onwards. The Authority found the "deemed consent" argument baseless and coercive, noting that the complainant was never given proper notice or opportunity to consent to leasing. The respondent's actions in unilaterally leasing the shop and adjusting rent against outstanding dues were found arbitrary, violating the complainant's contractual and statutory rights under RERA.

The Authority directed the respondent to (i) hand over possession of the originally allotted shop by restoring or rebuilding it as per the original plan, including proper access; (ii) pay interest at 11.10% (i.e., 9.10% SBI MCLR + 2%) from 09.09.2022 till the date of possession. Additionally, ₹25,000 was imposed as cost on the respondent, payable to the complainant. The complainant was given liberty to approach the Adjudicating Officer for compensation. The complaint was accordingly disposed of.

GOA REAL ESTATE REGULATORY AUTHORITY

COMPLAINANT: Col. Vijay Kumar

RESPONDENT : M/s. Expat Projects & Development Private Limited

CORAM: Shri Vincent D'silva

ORDER DATE: 13.03.2025

Complainant Representative: Ld. Advocate Saeesh Vaman

Respondent Representative: Ld. Advocate Pritesh Shetty

Gist: The complainant sought a refund with interest for a flat booked in 2018 in the Expat Vida Uptown Phase 4 project, citing non-delivery. The Authority held the promoter liable for delay, rejecting defenses based on COVID-19 and the complainant being an investor, and directed a refund along with applicable interest.

This complaint arises under Section 31 of the Real Estate (Regulation and Development) Act, 2016, wherein the complainant seeks a refund along with statutory interest for a delayed and undelivered apartment in the project "Expat Vida Uptown Phase 4." The complainant had purchased a one-bedroom flat, Unit No. 210 in Building C1, in 2018 from the respondent developer, M/s Expat Projects & Development Pvt. Ltd., paying the entire consideration of ₹20.50 lakhs in advance. As per the agreement, the flat was to be handed over by 31st October 2020. However, there has been no progress at the site, no initiation of construction for over three years post the handover date, and no communication from the builder despite repeated attempts via calls, emails, and personal visits. The

complainant highlighted Clause 4 of the agreement, which provided for interest at 10% p.a. in case of delayed possession and, citing inaction and delay, sought refund with interest.

In response, the builder contended that the complainant was not an allottee but merely an investor who voluntarily paid funds in 2018, supposedly before the enforcement of the RERA Act in Goa. The respondent argued that the transaction was speculative, that the complainant induced the builder into signing the agreement, and that delays were due to the Covid-19 pandemic, which constituted a force majeure event. Further, the respondent submitted that M/s Naiknavare Construction Pvt. Ltd., the landowner, was a necessary party to the proceedings and that the complainant was disentitled to relief under RERA due to the nature of the investment and lack of privity with the promoter.

After hearing both sides and examining the evidence, the adjudicating authority framed two key issues: whether the complainant was entitled to a refund with interest, and what relief, if any, should be granted. Both were decided in the complainant's favor. It was held that the complainant qualified as an "allottee" under Section 2(d) of the RERA Act. The agreement to sell dated 29.11.2018 clearly described the complainant as a "Purchaser/Allottee," not an investor. There was no addendum or document establishing any investor relationship. The claim that the complainant induced the agreement or agreed not to enforce it was not supported by any evidence. The complainant had paid the full amount as per the schedule and thus stood protected under the RERA framework.

The Authority rejected the argument regarding non-joinder of the landowner, holding that the statutory liability to refund rests with the promoter under Section 18(1)(b) of the RERA Act. Hence, M/s Expat Projects & Development Pvt. Ltd., as the registered promoter, was the correct and necessary party to the proceedings. The issue of limitation was also dismissed; the Authority noted that the Limitation Act, 1963 does not apply to RERA, which is a beneficial legislation aimed at protecting the rights of allottees, and no timeline bars the seeking of relief.

Regarding Covid-19-related delays, the Authority acknowledged Clause 6 of the agreement, which allowed for reasonable extension in cases of force majeure events. However, citing authoritative Supreme Court decisions—*Imperia Structures Ltd. v. Anil Patni* and *Newtech Promoters v. State of UP*—the Authority ruled that such delays did not override the unconditional statutory right of an allottee to seek a refund if possession was not delivered on the promised date. The Hon'ble Apex Court had clarified that non-availability of labour, administrative delays, and even court stay orders do not dilute the rights of allottees under Section 18(1)(a) of the Act.

It was observed that no documentary evidence such as a completion or occupancy certificate was placed on record by the respondent to support the claim of near-completion. Furthermore, the complainant had paid the entire amount in January 2018 through cheques, and a receipt confirming this was on record. Based on the principle laid down by the Supreme Court in *Experian Developers Pvt. Ltd. v. Sushma Ashok Shiroor*, interest must be paid from the date of deposit, not from the last installment, as that alone would amount to restitution.

Accordingly, under Rule 18 of the Goa RERA Rules, 2017, the prescribed interest payable is the SBI Marginal Cost of Lending Rate plus 2%. At the time of decision, this rate was held to be 11.10% per annum. Thus, the complainant was entitled to a refund of ₹20.50 lakhs with interest at 11.10% p.a. from the respective dates of deposit until actual realization. The agreement itself under Clause 6 and 4.1 also provided that if possession was not delivered by 31.10.2020, the developer would refund the paid

amount with 10% interest from the date of receipt. This contractual provision was reinforced by the statutory mandate of Section 18 of the Act.

The Authority also noted that under Section 11(4)(a) and (f), the promoter is duty-bound to obtain completion and occupancy certificates and execute a registered conveyance deed in favor of the allottee. The respondent's failure to do so constituted a clear breach of statutory obligations, warranting not just refund and interest, but potentially penalty under Section 61 of the Act, which allows imposition of fine up to 5% of the project cost for general contraventions of the Act and Rules.

Lastly, the respondent's submission regarding Clause 4.2 of the agreement, which permitted deduction from the refund amount on cancellation, was left unconsidered as the primary relief under Section 18 takes precedence and is unqualified. Therefore, any clause seeking to limit the right to full refund with interest would be in derogation of the statutory framework and would be overridden by the Act's provisions.

In conclusion, the Authority upheld the complainant's right to seek refund along with statutory interest under Section 18(1)(a) of the RERA Act and directed the respondent to refund the total amount of ₹20.50 lakhs along with interest at 11.10% p.a. from the date of deposit till realization. The complaint was thus allowed, reinforcing the primacy of consumer rights in the real estate sector under the RERA framework, even in the face of pandemic-related delays.

COMPLAINANT: Raj Aguiar Enclave Co-operative Housing Society Ltd.

RESPONDENT : M/s Raj Housing Development Pvt. Ltd

CORAM: Shri Vincent D'silva

ORDER DATE: 13.03.2025

Complainant Representative: 1. Ld. Advocate Pradosh Dangui

2. Ld. Adv. Ms Akshaya Joglekar

Respondent Representative: Ld. Advocate Jonathan George

Gist: The complainant society sought refund of ₹16.95 lakhs corpus fund collected by the builder without transferring it upon society formation. The Authority held the builder misutilized the fund without consent, lacked proof of expenditure, and ordered refund with 11.10% interest, rejecting other reliefs due to lack of supporting evidence.

The complainant, a duly registered co-operative housing society known as Raj Aguiar Enclave Co-operative Housing Society Ltd., represents the interests of 31 flat purchasers in a residential complex developed by the respondent, M/s Raj Housing Development Pvt. Ltd., at Ponda. The residential project comprises two buildings, designated as Building A and Building B, for which completion certificates were issued in March 2017 and December 2017, respectively. The society members had entered into agreements for sale with the respondent and paid the full consideration towards their flats. In addition to the purchase price, the respondent collected other mandatory charges including legal fees, society formation charges, maintenance for one year, and a corpus fund.

The agreement for sale mandated that the promoter was responsible for maintaining the building and its amenities until the issuance of the occupancy certificate, after which the responsibility would shift

to the flat owners. The complainant contends that the respondent unlawfully utilized the corpus fund before the occupancy certificates were issued, thus violating the terms of the agreement.

The complainant raised several grievances, including deficiencies in the construction, non-handing over of accounts, unresolved structural issues such as defective plumbing ducts and overflowing STP/soak pits, and unauthorized deduction from the corpus fund. Despite repeated follow-ups and a legal notice dated 29.07.2023, the respondent denied the allegations. The complainant also alleged that the respondent retained an unsold flat (A-302) and failed to contribute towards the corpus and maintenance fund for the same. Moreover, the respondent did not install a permanent electricity connection, resulting in inflated temporary bills amounting to ₹2,73,238/- for 13 residents from January to August 2018.

Further, the complainant alleged that the respondent had misutilized the corpus fund without consent or providing documentary proof. Despite collecting money for society formation and maintenance, the respondent claimed to have used corpus funds for similar purposes. The housing society was formed in November 2018, with a representative of the respondent serving as Chairman until September 2019. By March 2020, both the corpus and maintenance funds were allegedly depleted, prompting the complainant to seek legal recourse.

In response, the respondent argued that the complaint was filed with unclean hands, was time-barred, and that the complainant lacked locus standi. They also contended that the project was completed prior to 24.11.2017 and thus not subject to RERA registration. The respondent stated that only 19 of the 31 flat owners paid the corpus fund to them, while the rest paid directly to the society. It was also claimed that the respondent bore all expenses, including taxes and ground rent, until the issuance of occupancy certificates, after which such liabilities shifted to the flat owners.

The respondent further stated that they bore maintenance costs, including electricity, water, housekeeping, lift maintenance, and security, and provided monthly account statements to the society's then-President, Mr. Amit Kamat. It was also argued that the complainant had no right to investigate their accounts, which had already been audited by Chartered Accountants for the relevant years.

After hearing arguments and examining documents, the Authority framed two issues: (1) whether the complainant was entitled to recover the corpus fund of ₹16,95,750/- with interest, and (2) what reliefs should be granted. Both issues were decided in favor of the complainant.

The complainant sought several reliefs, primarily the refund of ₹16,95,750/- collected as corpus fund from 22 flat owners, with 18% interest. They also requested directions for completing structural defects, reimbursement of ₹1,90,000/- spent on constructing a badminton court and soak pit, submission of utilization records of the maintenance and corpus funds, and an order compelling the respondent to register the project under RERA.

The Authority accepted the contention that corpus funds are intended as long-term reserves for significant infrastructure expenses and must be transferred to the society upon its formation. Reference was made to a precedent from the Tamil Nadu Real Estate Appellate Tribunal (TNREAT), which held that residual corpus fund amounts must be transferred to the association of apartment owners.

The Authority found that the respondent admitted to receiving corpus funds from at least 19 flat owners and the complainant had submitted documentary evidence showing payments made by 22 owners,

totaling ₹16,95,750/- at the rate of ₹750 per sq. mtr. for a total area of 2261 sq. mtr. Notably, the respondent failed to present any credible documentation, such as vouchers or bills, to substantiate the utilization of this amount. Auditor reports produced by the respondent did not reflect any utilization of corpus funds, indicating misappropriation and lack of transparency.

The Authority noted that the respondent had already collected various other charges separately from the buyers, including ₹5,000/- for society formation, ₹12,000/- for one year's maintenance, ₹40,000/- for utility connections, ₹300/- per meter for infrastructure tax, and ₹2,00,000/- for car parking. In light of these separate collections, there was no justification for drawing from the corpus fund for similar purposes. The use of corpus funds without consent or proper accounts was deemed malafide and an unfair trade practice.

The Authority concluded that the respondent had unauthorizedly used the corpus fund and failed to transfer it to the society, amounting to unjust enrichment. Accordingly, it directed the respondent to refund the corpus fund amounting to ₹16,95,750/- along with interest at the rate of 11.10% per annum (as per Rule 18 of the Goa RERA Rules, 2017) from the date of filing of the complaint until recovery.

As for the additional reliefs sought—such as reimbursement for the badminton court and structural

Defect rectification—the Authority found that the complainant had not provided sufficient documentary evidence or legal justification. Similarly, no grounds were established for compelling RERA registration, and these prayers were therefore rejected.

In conclusion, the Authority held that the complainant had successfully proven that the corpus fund was collected and wrongfully retained or used by the respondent. The complainant was accordingly held entitled to a refund of ₹16,95,750/- with interest, while the other ancillary reliefs were denied due to lack of supporting evidence.

WEST BENGAL REAL ESTATE REGULATORY AUTHORITY

COMPLAINANT: Varun Kumar Ghosh

RESPONDENT: Janapriyo Real Estate Pvt. Ltd

CORAM: Javanta Kr. Basu, Chairperson

ORDER DATE: 18.03.2025

Complainant Representative: - In Person

Respondent Representative: Mr. Faruk Hossain

Gist: Varun Kumar Ghosh filed a complaint against Janapriyo Real Estate for non-delivery of a plot in the “Metro City Park” project, alleging no development and illegal renaming to “Metro City Villas.” The Authority admitted the complaint, directed both parties to file notarized affidavits with supporting documents, and passed an interim order restraining the use of the new project name and sale of villas. Further proceedings will follow under RERA guidelines.

In the matter concerning the complaint filed by Mr. Varun Kumar Ghosh, an admission hearing was conducted wherein the complainant appeared physically and submitted his hazira, which has been taken on record. The Respondent, Janapriyo Real Estate Pvt. Ltd., was represented by its learned advocate,

Mr. Faruk Hossain , who also appeared in person, submitting both his hazira and Vakalatnama, now part of the official record.

During the hearing, the Complainant outlined that the Respondent had launched a major residential project named “Metro City Park” in the Bishnupur area under South 24-Parganas district. The project, according to the Complainant, was marketed with promises of various amenities such as black pitch metal roads, proper drainage, gated complex, electric poles, water lines, water bodies/lakes, community hall, swimming pool, playground, shopping malls, medical centre, car parking, and 24x7 power backup for common areas. One Mr. Rakesh Kumar Singh had initially purchased Plot No. 624 measuring two cottahs in this project for a full consideration of ₹5,50,000, backed by a registered deed of sale dated 31st March 2017. Mr. Ghosh, the current Complainant, subsequently purchased this plot from Mr. Singh through a registered deed of sale (No. 190202624) dated 27th February 2023.

The Complainant alleged that despite the passage of considerable time, the Respondent has failed to deliver physical possession of the plot. He further alleged that no development work has been undertaken on the said land and that the area continues to remain agricultural land, being used by the Respondent for personal purposes. He submitted that the Respondent, instead of completing the Metro City Park project, has commenced construction and sale of high-end bungalows/villas under a new project name “Metro City Villas” without obtaining consent from existing allottees. The Complainant labeled this act as illegal and deceitful, aimed at misleading buyers. He claimed to have made multiple written approaches to the Respondent’s office, which were disregarded. He emphasized that despite the project's launch back in 2009, no plots have been handed over even by 2025.

As relief, the Complainant sought physical delivery of the plot with all promised amenities and further claimed a cumulative interest amount of ₹7,57,200 at the rate of 17.15% per annum and ₹15,775 per month from January 2025 until the handover is made. Additionally, he sought an award of ₹10,000 as litigation cost and an order mandating the Respondent to register the project with WBRERA.

In defense, the learned advocate for the Respondent submitted that the project in question is a large-scale township, which naturally takes time to complete. He denied allegations of fraudulent activity, asserting that the Respondent is not cheating anyone through the sale of plots.

After hearing both parties, the Authority admitted the matter for further proceedings under Section 31 of the Real Estate (Regulation and Development) Act, 2016 read with Rule 36 of the West Bengal Real Estate (Regulation and Development) Rules, 2021. Directions were issued to both parties for the next course of action. The Complainant was instructed to file a comprehensive affidavit incorporating all details of his complaint and supporting claims. This affidavit must be notarized and must include copies (notary-attested or self-attested) of relevant supporting documents, along with a signed copy of Form 'M' (Complaint Petition). He must send the original affidavit to the Authority and provide copies (both hard and scanned) to the Respondent within two weeks from receipt of the order.

The Respondent was similarly directed to submit a notarized written response to both the complaint and the affidavit filed by the Complainant, including relevant supporting documents. This affidavit must be sent in original to the Authority and in hard and scanned copies to the Complainant within four weeks of receiving the Complainant’s affidavit (via post or email, whichever is earlier). The Respondent was also directed to disclose whether the project is registered under WBHIRA or WBRERA and to submit a copy of the registration certificate, if applicable, along with the affidavit.

Furthermore, an ad-interim order was passed, restraining the Respondent from changing the project name from “Metro City Park” to “Metro City Villas” and prohibiting the sale of private bungalows/villas under the new project name until further orders or final disposal of the matter. This was issued in accordance with Section 36 of the RERA Act and the interim relief sought by the Complainant.

TELANGANA REAL ESTATE REGULATORY AUTHORITY

COMPLAINANT: Venkata Jagadish Chenna

RESPONDENT: M/s. Jayathri Infrastructure India Pvt Ltd

CORAM: Dr. N. Satyanaravana, IAS (Retd.), Hon'ble Chairperson

Sri Laxmi Naravana Jannu, Hon'ble Member

Sri K. Srinivasa Rao, Hon'ble Member

ORDER DATE: 29.03.2025

Complainant Representative: - In Person

Respondent Representative: Kakarla Srinivas

Gist: The Complainant booked a commercial unit in the "Western Galaxy" project and paid ₹9,00,000, but the Respondent failed to deliver possession. The project remains unregistered and vacant, with no legal title or construction activity. The Authority held the Complainant is entitled to a full refund with 11% interest. The Respondent must repay within 90 days, failing which penalties under Section 63 of the RERA Act will apply.

The present complaint, filed under Section 31 of the Real Estate (Regulation and Development) Act, 2016, read with Rule 34(1) of the Telangana RERA Rules, 2017, came up for hearing on 11.12.2024 before this Authority. The Complainant appeared in person, whereas the Respondent failed to appear despite due service of notice. Consequently, the Respondent was set ex parte by order dated 11.12.2024. After hearing the Complainant and examining the records, this Authority passes the following order.

The Complainant submitted that he had booked a commercial unit in the project “Western Galaxy” located at Gopanpally Village, Serilingampally Mandal, GHMC, Ranga Reddy District. He paid a booking amount of ₹9,00,000 for Office No. 20/J, 2nd Floor, measuring 200 sq. ft. As per the Memorandum of Understanding (MoU) dated 26.01.2022, the Respondent agreed to register a collateral plot in the Complainant’s favor until possession was handed over. Delivery of possession was assured by December 2024, failing which the Respondent promised to compensate at ₹75 per sq. ft. per month. However, no possession has been delivered.

The Authority framed the following issues:

1. Whether the Respondent violated Section 3 of the Act?
2. Whether the Complainant is entitled to the relief sought?

Regarding Point 1, it was noted that over 20 similar complaints were filed against the Respondent concerning the same project. In earlier proceedings, the Respondent’s counsel claimed that litigation arising from a sale agreement dated 25.03.2021 prevented the commencement of the project. Consequently, the project was not registered under RERA. In Complaint No. 1037 of 2023 and

connected matters, this Authority ordered an inspection through the Engineering Staff College of India (ESCI). As per ESCI's report dated 01.12.2023, the site remains vacant, with no construction activity or proof of legal ownership. A penalty of ₹36,70,000 was previously imposed on the Respondent under Section 3, and hence, no further penalty is levied here.

On Point 2, it is evident that the Respondent failed to meet contractual obligations, warranting refund with interest under Section 18(1) of the Act. This section provides that when a promoter fails to complete the project or hand over possession, the allottee has an unqualified right to withdraw and seek a refund with prescribed interest. This principle has been upheld in key Supreme Court judgments—*M/s Imperia Structures Ltd. v. Anil Patni* and *M/s Newtech Promoters v. State of UP*—which reaffirm the allottee's right to refund with interest if the project is not delivered as promised.

From the facts and supporting documents, the Authority finds that the Respondent has repeatedly misled allottees with false assurances and has violated the provisions of the Act. There is no evidence of construction or lawful authority to undertake the project. The conduct of M/s Jayathri Infrastructures reflects a pattern of mala fide intent across multiple projects.

In light of the above, this Authority directs that the Complainant is entitled to a full refund of ₹9,00,000 along with 11% interest per annum (i.e., SBI's current highest marginal cost of lending at 9% plus 2%), calculated from the date of the MoU (26.01.2022) until the date of actual realization. The refund must be completed within 90 days of this order. The Complainant shall return the collateral plot, if any, immediately upon receiving the full amount with interest.

Accordingly, under Section 37 of the Act, the following directions are issued:

- a) The Respondent shall refund ₹9,00,000 with 11% interest per annum from 26.01.2022 until realization.

- b) The refund must be paid within 90 days.

- c) The Complainant shall return the collateral land upon receipt of the total amount.

The complaint is disposed of with no order as to costs. Non-compliance shall attract penal action under Section 63 of the Act.

COMPLAINANT: Sakarav Sai Prasad

RESPONDENT: M/s Emerald Constructions

CORAM: Dr. N. Satyanaravana, IAS (Retd.), Hon'ble Chairperson

Sri Laxmi Naravana Jannu, Hon'ble Member

Sri K. Srinivasa Rao, Hon'ble Member

ORDER DATE: 03.04.2025

Complainant Representative: - In person

Respondent Representative: S. Durga Reddy

Gist: The Authority held the developer liable under Section 18(1) of the RERA Act for delay in completing the layout project "L Emerald" and directed payment of 9% interest per annum

from 19.12.2020 to the complainant. The developer's request to deny liability was rejected due to lack of due diligence and regulatory non-compliance. The developer was also ordered to re-register the project under RERA and restrained from marketing or selling plots until compliance.

The complainant, who appeared in person, filed a complaint under Section 31 of the Real Estate (Regulation and Development) Act, 2016, read with Rule 34(1) of the Telangana RERA Rules, 2017, seeking relief for delay in the development of Plot No. 131 in the project "L Emerald" developed by the respondent. The project was registered with RERA under Registration No. P02400000297 and was originally scheduled for completion by 18.12.2020. A registered sale deed was executed on 04.02.2019 for a total amount of ₹10.5 lakhs, including ₹9 lakhs towards development charges. The complainant alleged non-completion of development and non-communication from the developer despite the expiry of the RERA deadline.

The complainant sought multiple reliefs, including: (a) interest for delay at 24% p.a. from the date of purchase until possession, (b) compensation for mental agony and distress due to financial hardships, (c) direction to the developer to repurchase the plot at current market value, and (d) monthly compensation for the delay. It was also highlighted that the developer failed to seek extension of RERA registration or inform plot owners about regulatory and legal obstacles.

The respondent denied all material allegations and claimed that the plot was legally sold and registered after receipt of full sale consideration. The delay was attributed to external factors including third-party complaints, cancellation of layout plan by HMDA in 2021 due to issues with water body encroachment, and COVID-19 disruptions. The respondent stated that the layout plan was restored in February 2022 and approvals were obtained from the Irrigation Department in July 2022 after compliance with revised guidelines. A revised layout was subsequently approved by HMDA on 06.01.2024. The respondent assured that around 60% of the development work was completed and the remaining would be completed within the three-year timeframe stipulated in the revised layout approval. They contended that possession had been deemed complete upon execution of the sale deed, and no further interest or compensation was warranted.

In his rejoinder, the complainant refuted the respondent's claims and maintained that development remained grossly incomplete. He pointed out the lack of transparency and prior consent before layout modifications, limited actual on-ground development, and no visible effort to expedite the remaining work despite approvals being in place. He also narrated his personal financial and emotional hardships caused by the prolonged delay, inability to liquidate the plot, and failure to recover from financial loss during his parents' medical treatment.

The Authority examined all documents, submissions, and relevant legal provisions. It held that mere delivery of the physical plot without completion of promised development does not satisfy the requirement of "possession" under the Act. It observed that the delays were due to a lack of due diligence by the promoter regarding regulatory compliance and planning. The Authority also noted that no prior disclosure was made to buyers about encroachments on water bodies, nor was proper timeline management ensured once approvals were granted.

While the Authority denied the request for 24% interest, it upheld the complainant's right to statutory interest under Section 18(1)(b) of the Act. As per Rule 15 of the Telangana RERA Rules, the applicable interest rate is SBI's highest MCLR + 2%, which was calculated at 9% p.a. The complainant was held entitled to this interest from 19.12.2020 (original promised date of completion) until the actual completion of development.

The Authority rejected the claim for buyback, citing absence of any clause in the sale deed or agreement to support such a demand. It emphasized that the claim lacked contractual basis and hence could not be granted. Likewise, although the complainant highlighted emotional distress, no specific direction was issued for separate compensation under that head.

In its final order, the Authority issued the following key directions:

- The respondent shall pay the complainant interest at 9% p.a. from 19.12.2020 until development completion. Accrued interest till the date of the order must be paid within 90 days.
- The respondent is directed to immediately initiate re-registration of the project under Sections 3 and 4 of the Act based on the revised layout plan dated 06.01.2024.
- Until the new RERA registration is obtained, the respondent is restrained from any form of advertisement, marketing, or sale of plots in the project.
- Failure to comply with the above directions would attract penal consequences under Section 63 of the Act.

Accordingly, the complaint was disposed of with no order as to costs. The decision reinforces the requirement for timely and transparent development in plotted land projects and the promoter's continuing liability under RERA even after plot sale deeds are registered.

PUNJAB REAL ESTATE REGULATORY AUTHORITY

COMPLAINANT: Sarabjit Singh Makkar

RESPONDENT: Punjab Legislators Co-Operative House Building Society

CORAM: THE HON'BLE BENCH OF ARUNVIR VASHISTA, MEMBER

ORDER DATE: 28.03.2025

Complainant Representative: Mr. Vansh Vohra, Advocate

Respondent Representative: Mr. A.S. Salar, Advocate

Gist: The complainant sought issuance of an allotment certificate and reversal of allotment cancellation, claiming substantial payment and non-receipt of an allotment letter due to which he couldn't secure a loan. The respondent Society argued he was no longer a member, was a defaulter, and all flats were already allotted. The Authority held the complaint premature and non-maintainable under RERA, granting liberty to file afresh upon arising cause of action.

The complainant filed a complaint under Section 31 of the Real Estate (Regulation and Development) Act, 2016, seeking directions against the respondent Society for issuance of an allotment/share certificate and setting aside the cancellation of his allotment in the "Legislators Towers" project in New Chandigarh. The complainant claimed that he was a member and shareholder of the respondent Cooperative Housing Society and had paid ₹80 lakhs plus ₹5 lakhs (totaling approximately 2/3rd of the

flat cost), with ₹40 lakhs outstanding. The respondent, through a letter dated 15.06.2021, demanded payment of the balance ₹40 lakhs plus ₹7,98,301/- as interest. In response, the complainant submitted that he had not been issued any formal allotment letter despite making significant payment, which prevented him from securing a bank loan. He argued that he had repeatedly requested the respondent for issuance of an allotment letter but received no response.

The complainant attributed his inability to make the balance payment to financial hardship caused by the COVID-19 pandemic, which had severely impacted his business. He claimed that when the situation improved, he visited the respondent's office on 24.11.2021 with the cheque for the balance amount along with the demanded interest. However, the Society refused to accept the cheque. He alleged that this conduct was in violation of the Punjab Cooperative Societies Act, 1961, the Society's bylaws, and the instructions of the Registrar, Cooperative Societies, Punjab.

In its defense, the respondent Society asserted that the complainant was no longer a member, having been declared a defaulter and removed from membership in an executive meeting held on 29.10.2021. The Society submitted that the complainant had failed to respond to multiple reminders to clear dues over nearly two years and made no communication during this period. Furthermore, the entire amount deposited by the complainant had already been refunded. The Society stated that it had already allotted all 120 flats in the project and no flat was now available.

The complainant filed a rejoinder, reiterating the facts mentioned in the complaint and submitted written submissions. The Authority, after hearing both parties, examined the matter and concluded that the complainant failed to establish any violation of the RERA Act or rules by a promoter, allottee, or real estate agent.

The Authority noted that under Section 31 of the Act, only an aggrieved person—defined as a promoter, allottee, or real estate agent—may invoke jurisdiction. The complainant could not be considered an "allottee" as no allotment was made in his favour, nor had he been sold any unit. Even if the respondent Society were treated as a promoter, no sale or allotment to the complainant was shown. Moreover, the complainant's membership was already cancelled and is being contested separately before the Deputy Registrar, Cooperative Societies, SAS Nagar (Mohali).

Accordingly, the Authority found the complaint to be premature and not maintainable at this stage, and disposed of it, granting liberty to the complainant to file a fresh complaint if a cause of action arises in the future.

COMPLAINANT: 1. Sharanjit Singh

2. Gurpreet Kaur

RESPONDENT: M/s ATS Estates Pvt. Ltd

CORAM: SHRI ARUNVIR VASHISTA, MEMBER

ORDER DATE: 09.04.2025

Complainant Representative: Mr. Ripudaman Singh (Advocate)

Respondent Representative: Mr. Hardeep Saini (Advocate)

Gist: The complainants filed a complaint under the Real Estate (Regulation and Development) Act, 2016, seeking a refund due to the delay in possession of their allotted flat in the "ATS Golf

Meadows Lifestyle" project. Despite payments made, possession was due by November 2021 but was not delivered. The respondent's objections were dismissed, and the complainants were entitled to a refund with interest. The respondent was directed to make the refund within the prescribed timeframe.

The complaint filed by the complainants pertains to Section 31 of the Real Estate (Regulation and Development) Act, 2016, seeking a refund of the money deposited for the allotment of a unit in the project "ATS Golf Meadows Lifestyle" developed by the respondent at Dera Bassi, Mohali. The complainants contend that there has been an inordinate delay in the delivery of possession of the flat, which prompted them to seek a refund of the amount paid, along with interest.

The complainants had applied for a residential apartment in the project in April 2016, depositing a booking amount of Rs. 1,50,000. They were allotted flat no. 10054 in tower no. 10 on the 5th floor, with a super area of 1900 sq. ft. A flat buyer agreement was executed between the parties on June 15, 2016, outlining the terms and conditions of the sale. The total sale consideration for the flat was Rs. 48,17,500. The complainants made further payments as per the payment plan, and a total of Rs. 24,90,318 was paid towards the sale consideration, as acknowledged by the respondent.

According to the flat buyer agreement, the due date for possession of the flat was within 42 months from the start of construction of tower no. 10, with an extension of 6 months. The respondent had informed the complainants that the construction of tower no. 10 would commence in November 2017, meaning the possession of the flat was expected by November 30, 2021. However, despite the passage of time, possession was not offered, and the construction work was reportedly halted for some time. The complainants frequently inquired about the construction status and visited the site multiple times. However, the project remained incomplete, leading the complainants to withdraw from the project and seek a refund of the amount paid, along with interest.

In response, the respondent raised several preliminary objections. Firstly, the respondent argued that the complainants had no cause of action under the Act because the completion date for the project, as registered with the Real Estate Regulatory Authority (RERA), was August 31, 2026, which was within 9 years from the project registration date of September 1, 2017. Secondly, the respondent contended that the transactions in question occurred in 2016, before the commencement of the Act, which was prospective in nature and not retrospective. The respondent also cited an arbitration clause in the flat buyer agreement, arguing that any dispute should be referred to arbitration. Additionally, the respondent claimed that the complainants had purchased the flat for speculative gains and not for personal use, so they did not fall within the definition of consumers under the Act. Lastly, the respondent claimed that the jurisdiction to resolve the dispute lay with the Civil Court at Noida, as per the agreement.

On the merits, the respondent admitted the booking and allotment of the flat but disputed the payment amounts claimed by the complainants. While acknowledging that possession could not be delivered within the stipulated time, the respondent attributed the delay to circumstances beyond its control. The respondent argued that the project would be completed within the 9-year period from the date of registration, and therefore the complainants were not entitled to a refund as they would eventually receive possession.

The complainants filed a rejoinder, rebutting the respondent's contentions and reiterating their claims. After considering the rival arguments, the legal issues raised by the respondent were found to be without merit, as they had already been addressed by the Hon'ble Supreme Court. The complaint was allowed on merits, with the conclusion that possession was due by November 2021, but had not been offered, making the complainants entitled to invoke Section 18 of the Act for a refund.

The respondent was directed to refund the amount deposited by the complainants, along with interest, at the prescribed rate (today's highest MCLR rate plus 2%) from the date of deposit until the date of refund. It was also clarified that any compensation already paid for the delay in possession would be set off against the refund amount. The payment was to be made within the time frame stipulated under Rule 17 of the Punjab State Real Estate (Regulation and Development) Rules, 2017.

In conclusion, the complainants were granted the relief sought, which included a refund of the amount paid, along with interest, due to the significant delay in delivering possession of the flat. The respondent was bound to make the refund within the prescribed period.

PART-II**NOTIFICATION & CIRCULARS****TELANGANA REAL ESTATE REGULATORY AUTHORITY****Order No.: 607/2025/TGRERA****Date: 04/03/2025****NOTIFICATION****Subject: Amendment to Telangana Real Estate (Regulation & Development) Rules, 2017 – reg**

The Government of India enacted the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as the "RE(R&D) Act, 2016"), which came into force on 01.05.2017

2. The Government of Telangana, in exercise of powers conferred under Section 84 of the RE(R&D) Act, 2016, notified the Telangana Real Estate (Regulation & Development) Rules, 2017 (hereinafter referred to as the "TG (RE(R&D)Rules, 2017") vide G.O.Ms.No.202, MA&UD (M1) Dept., dated 31.07.2017.

3. This Authority has received complaints highlighting inconsistencies between the definition of "Ongoing Project" as provided under Section 3(1) of the RE(R&D) Act, 2016, and the provisions of Rule 1(2) and Rule 2(1)(j) of the Telangana RE(R&D) Rules, 2017.

4. The Hon'ble Supreme Court in the matter of Newtech Promoters and Developers Pvt. Ltd. v. State of Uttar Pradesh & Ors. (LL 2022 SC 641) has upheld that all real estate projects that commenced prior to the enactment of the RE(R&D) Act, 2016, but have not obtained a Completion Certificate shall fall within the purview of the Act. The Hon'ble Court further affirmed that the legislative intent of the Act is to bring all ongoing projects within its ambit to protect the interests of all stakeholders, including allottees, homebuyers, promoters, and real estate agents.

5. As it is a settled principle of law that Act prevails over Rules, and in compliance with the legal precedents, this Authority has passed orders affirming that projects lacking a Completion Certificate or an Occupancy Certificate as on the date of enforcement of the RE(R&D) Act, 2016, shall be treated as ongoing projects, irrespective of when their real estate project permissions were granted by competent authorities.

6. In order to align the Telangana RE(R&D) Rules, 2017, with the provisions of the RE(R&D) Act, 2016, and in view of the directions issued by the Government of Telangana vide G.O.Ms. No.60, MA&UD Dept., dated 04.03.2025; the following amendments are hereby incorporated into the Telangana RE(R&D) Rules, 2017:

(1) Substitution of Rule 1(2):

The existing Rule 1(2) of the Telangana Real Estate (Regulation & Development) Rules, 2017, shall be substituted with the following:

“These Rules are applicable to all Real Estate Projects for which the completion certificate has not been issued as on the date of coming into force as stipulated in sub-section (1) of section 3 of the Real Estate (Regulation & Development) Act, 2016 by the Competent Authorities viz., UDAs/DTCP/Municipal”

Corporations/Municipalities/NagarPanchayats/TGIIC.”

(2) Substitution of Rule 2(1)(j):

The existing Rule 2(1)(j) of the Telangana Real Estate (Regulation & Development) Rules, 2017, shall be substituted with the following:

“Ongoing Project" means a Project where development is going on and for which Occupancy Certificate or Completion Certificate from the Competent Authority has not been issued as on the date of coming into force as per sub-section (1) of section 3 of the Real Estate (Regulation & Development) Act, 2016.”

All promoters are hereby directed to take note of the above amendments and ensure compliance

(As approved by the Authority)

TELANGANA REAL ESTATE REGULATORY AUTHORITY

Order No.: 629/TGRERA/2024

Date: 18/03/2025

NOTIFICATION

Subject: TG RERA-Submission of QPR's-Instructions issued-Reg

1. As per the section 11(1) (b) to (e) of the Real Estate (Regulation and Development) Act, 2016, read with Rule 14(1) (c) of the Telangana Real Estate (Regulation and Development) Rules, 2017, it is the duty of the promoter to submit quarterly progress reports to TG RERA authority within 15 days from the end of each quarter.
2. As per Section 4(2) (1) (D) of RE (R & D) Act, 2016, the promoter shall get his accounts audited within six months after the end of every financial year by a chartered accountant in practice, and shall produce a statement of accounts duly certified and signed by such chartered accountant and it shall be verified during the audit that the amounts collected for a particular project have been utilised for the project and the withdrawal has been in compliance with the proportion to the percentage of completion of the project.
3. The Authority has observed that, many promoters not filing the QPR's (Form-1, 2 & 3) and Annual Audit report on statements of Accounts (Form-7) within the prescribed time in accordance with Section 4(2) (1) (D) of RE (R & D) Act, 2016 and Rules 14(1)(c) of RE (R & D), Rules 2017,

4. An Email message to all promoters issued on 01.02.2024 and a show cause notice was issued on 17.05.2024 to file the pending QPR's before June, 2024 and a Circular dated 20.05.2024 to upload pending QPR's before June 2024 was issued. Another Show cause notice dated 25.09.2024 issued to file pending QPR's before 15th October, 2024 by this Authority.
5. In spite of giving several opportunities, few promoters are still at default in filing the returns. The authority has taken a serious view of them, since the filing of QPR is very critical to monitor the financial strength of the project.
6. In view of the above, all the promoters are hereby informed to submit their pending quarterly progress reports as on the date (QPR's Pending from the date of Registration with TG RERA) by end of 31st March, 2025, failing which Rs.500/- per day (Rupees Five hundred Only) will be levied as late fee from 1st April, 2025 as delayed submission fee for the pending QPR's. Also, regularly update the latest Online Building details.
7. Further, w.e.f 01.04.2025, the delay fees payable by the promoter of the project for the quarterly updates and Annual Audit Report on statement of Accounts in Form-7 on the website of the Authority shall be as follows-

S. No	Due date as per TG RERA Act,2016 & Rules,2017	Delay	Delay fee per project	
1 (QPR's)	within fifteen days from the expiry of each quarter	Up to 1 month from the due date	Rs.10,000	
		Beyond 1 month	Rs.500 Per day will be imposed on the promoter till the QPR is filed.	
2 (Form-7)	within six months after the end of every financial year by a chartered accountant in practice	Delay Fee per each Financial year	Project Cost Category	Delay Fee (Rs)
			>100Cr	1,00,000
			50-100 Crs	50,000
			25-50 Crs	25,000
			< 25 Crs	10,000

GUJARAT REAL ESTATE REGULATORY AUTHORITY**Order No: GujRERA Order- 105****Date: 28/03/2025****NOTIFICATION****Subject: Extension of Voluntary Compliance Scheme-2025 (Form-5)**

As per the provision of section 4(2)(D) of The Real Estate (Regulation and Development) Act, 2016 read with Regulation 4 of the Gujarat Real Estate Regulatory Authority (General) Regulation, 2017, every promoter is required to submit the annual report on statement of accounts in Form-5 (Annual Report) within six months after the end of every financial year for every registered project.

Gujarat RERA Authority has made available the online facility of filing of Form-5 by Chartered Accountants on the GujRERA portal through promoter every of Registered Project.

GujRERA granted one-time opportunity to all defaulter promoters to submit any pending Form-5 (Annual Report) for their project(s), upon payment of the applicable fees, by 31st March, 2025 vide Order-102, dated 19th December 2024.

The authority is considering to increase the processing fees for online submission of pending Form-5 (Annual Report), as a last chance to defaulting promoters, the Authority has decided to extend the deadline for the Voluntary Compliance Scheme-2025 (Form-5) till dt. 30th April, 2025.

This extension aims to facilitate better compliance and ensure that promoters of registered projects are able to submit the Form-5 (Annual Report) with processing fees and may avoid the stringent actions like freezing of RERA bank account and heavy penalty under section 60,61 and 63 of the Act.

RAJASTHAN REAL ESTATE REGULATORY AUTHORITY**Order No.: F1(31)RJ/RERA/Authority Meeting/2019/328****Date: 02/04/2025****NOTIFICATION****Subject: Additional Penalty for delay in submitting QPR**

As per Authority Order No. F1(31) RJ/ RERA/ Authority Meeting/ 2019/162 dated 24.02.2025, an additional penalty was imposed for delays in submitting the Quarterly Progress Report (QPR). Initially, after the first quarter of delay, a penalty of Rs. 5,000/- per quarter was levied for each successive quarter until the QPR was submitted. The said order was originally set to take effect from 01.03.2025.

However, considering the hardships represented by CREDAI and promoters, the effective date of the said order has now been revised to 01.05.2025. No further extensions will be granted beyond this date.

For compliance, all concerned parties are advised to adhere to the revised timeline.

ODISHA REAL ESTATE REGULATORY AUTHORITY

Order No.: 1871, REGU-DOA-13/2024

Date: 26/03/2025

NOTIFICATION

Subject: ORDER U/S-37 of RE(R&D) Act, 2016 with regard to Forensic Audit of Real Estate Projects.

Whereas, the Real Estate (R&D) Act, 2016 intends to establish the Real Estate Regulatory Authority for registration and promotion of real estate sector and to ensure sale of plot, Apartment or building, as the case may be, or sale of real estate project, in an efficient and transparent manner and to protect the interest of the consumers in the real estate sector:

and

Whereas, section 35(1) of the Act empowers the Authority for reasons to be record in writing to call upon any promoter or allottee or real estate agent, as the case may be at any time to furnish in writing such information or explanation relating to its affairs as the Authority may require and appoint one or more persons to make an enquiry in relation to the affairs of any promoter or allottee or the real estate agent, as the case may be;

and

Therefore, Odisha Real estate Regulatory Authority has empanelled few forensic audit firms to conduct forensic audit of real estate projects where there is any allegation/apprehension of unusual delay in completion of project, irregularity, mismanagement or diversion of funds, pre-launch booking and such other reasons, the Authority shall depute a forensic audit team in deserving cases to conduct detailed audit of the accounts of the real estate project and furnish a report to the Authority for necessary action as per the provision of the Act, it shall be the responsibility of the promoter of the said project to extent necessary cooperation and furnish the relevant documents and books of accounts to the audit team as per their requisition and any violation or deviation in this regard shall be construed as violation of section 35 and be punishable under section 63 of the Act.

ODISHA REAL ESTATE REGULATORY AUTHORITY

Order No.: 2032/ORERA

Date: 04/04/2025

NOTIFICATION

Subject: Direction U/s 37 of RE(R&D) Act, 2016 regarding submission of Completion Certificate/Occupancy Certificate

On completion of a project the promoter is obliged to obtain Completion Certificate and Occupancy Certificate from the competent authority as per the provisions of Section 11 (4)(b) of RE(R&D) Act, 2016. Such certificate has to be uploaded in RERA website by the promoters. Presently, some of the promoters are submitting hard copy of the Completion Certificate/Occupancy Certificate to ORERA instead of uploading the same in ORERA website. As per the aforesaid provisions of the Act, the promoter is required to make available the Completion Certificate and Occupancy Certificate to the allottees individually or to the Association of allottees, as the case may be. If the certificate is uploaded in the website then the allottees will have the benefit of viewing it.

Taking into account the interest of the home buyers, the promoters are hereby directed to upload the Completion Certificate and Occupancy Certificate in the RERA website immediately after the same is received from the competent authority. Besides, a certificate from the Chartered Accountant in the prescribed format(copy enclosed) alongwith the required documents shall be uploaded in the RERA website in respect of the completed project.

Only after submission of Occupancy Certificate accompanied by the Certificate by the Chartered Accountant in the prescribed format alongwith the required documents, the promoter will be exempted from filing QPR for the said project.

Any deviation in the matter shall be viewed seriously.

Documents Required for Completion (For Apartment/Housing Project)

Important Note:

1. Refer RERA Act and Rules before filling the application.
2. All the measurement of areas should be provided in sq. meter.
3. If any promoter provides false information or contravenes the provision of Section 4, the Promoter shall be liable to pay a penalty which may extend up to 5% estimated cost of the real estate project as determined by the Authority as per the RERA Act (Section 60).
4. At any given time, the Promoter shall maintain only one scheduled bank account for each project with minimum of 70% of the amount released for the real estate project from the Allottee will have to be used only for the construction. (Refer Section. 4(2) (1) (D) of the Act.
5. Please submit post registration and Quarterly Progress Reports update before Applying for Completion of project.

Note: All QPR to be submitted upto receipt of Occupancy Certificate.

RERA Registration Number:

DOCUMENT TO BE UPLOADED

SL NO	Particulars	Size	Applibility Yes / No
1.	STABILITY CERTIFICATE	5MB	
2.	Permission letter issued by the planning Authority for Laying water supply line, sanitary line, Under Ground Electrical Cable	5MB	
3.	NOC issued by the Fire Department after completion of work	5MB	
4.	Occupancy Certificate Received	5MB	Yes – Recd
5.	Planning Authority	5MB	
6.	Occupancy Certificate received date	5MB	
7.	Consent for operation issued by OSPCB	5MB	
8.	Certificate of operation for lifts issued by the Electrical Inspectorate GOVT of Odisha.	5MB	
9.	Sanctioned letter issued by Concerned DISCOM of Power sanction and details of transformer installed and whether the same has been charged or not.	5MB	
10.	Sanctioned letter issued by concerned water supply and sanitary authority for the project	5MB	
11.	Details of external infrastructure work such as drive way, play area, park, STP and water treatment plant, Whether the above works are completed	5MB	
12.	Common Area and other amenities, facilities are completed or not and details of handing over of the same to Association of Allottees	5MB	
13.	Details of undivided share of land handed over to the Association of Allottees	5MB	
14.	Chartered accountant certificate for having completed the work (as prescribed)	5MB	
15.	Architect certificate for having completed the work.	5MB	
16.	Affidavit cum declaration from promoter for having completed the project as per specification and as per advertisement published in brochure of the project	5MB	

17.	4 Photos of the Project – to prove that the project development is completed in all aspects.	5MB	
18.	Any other SUPPORTING DOCUMENT	5MB	

Certification of Completion under RERA *

Project Name:

Project Address :

ORERA Registration Number:

1. This report and certificate is issued in accordance with the provisions of the Real Estate (Regulation and Development) Act, 2016 read along with the Odisha Real Estate (Regulation and Development) Rules, 2017.
2. I/We have obtained all necessary information and explanation from the promoter, during the course of our review, which in my/our opinion are necessary for the purpose of this review and certificate.
3. I/We hereby confirm that I/We have examined the prescribed registers, reports, books, documents, agreements and the relevant records of [Promoter] for the project for the period from DD/MM/YYYY to DD/MM/YYYY.....,.....
4. I/We are relied on the work of external professional certificates of engineer, architects, chartered accountants, licensed surveyors, structural engineers, valuears' etc to form the opinion and issue of this report and certificate

*To be issued on the letter head of the Chartered Accountant.

5. Details of the project and observations / qualifications-

SI No	Details	Details/Observation/Qualification
1	Type and Nature of the project —	Residential (apartment / villa) / commercial / mixed / Plotted / Industrial
2	Number of units/ inventory as per sanctioned plan	
3	Date of RERA Registration as per registration certificate	
4	Completion Date as per RERA registration certificate	
4(a)	Extension End date	
4(b)	Covid Extension End date	
5	Project Commencement date as per Registration application	
6	Nature of Ownership of Land	Own / Joint Development / Others (mention the details)
7	Total Estimate Cost of Construction as per registration application	
8	Total Estimated Land Cost as per registration application	
9	Total Cost of the Project as per registration application	

10	Project Designated Bank Account as per RERA registration					
11	Has the promoter deposited (minimum) 70 % of the money realized from the allottees into the project designated bank account from time to time in accordance with Sec 4(2)(L)(D) of the Act	Yes / No				
12	Details of Applicable Quarterly Updates as per the Sec 11 (e) of the Act and Rules 15 (D) and submission made by the promoter	Quarter	Due Date	Actual Filing Date	Delay Yes/No	
13	Details of Applicable Audit of Statement of Accounts and submission of accounts and report thereon as per the proviso 3 to Sec 4(2)(L)(D) of the Act	Year ended	Due Date	Actual Filing Date	Delay Yes/No	
14	Details of Borrowings on the project - (In case of multiple borrowers, please add additional table	Details		Details (amounts in Rs.)		
		Name of the Lender				
		Amount Borrowed				
		Balance Amount				

		outstanding / payable as on date of certificate		
		Security details against the borrowings as per sanction letter / conditions		
		Attach the copy of the hypothecation / mortgage of the project land		
		If the amount is repaid an settled. Attach copy of release / discharge letter / NOC from the lender.		
15	Details of encumbrance on the project land - (In case of multiple encumbrances, please add additional table	Details of encumbrance	Details	
		Nature of pending Encumbrance on the project land		
		Name of person having charge on property		
		Additional Details		
		Any liability due to such		

		encumbrance — if so, amount there on	
		Attach copy of release / discharge letter / NOC from the interested party	
16	Summary of amount Realised, incurred in case of Ongoing Project as per Sec 4(2)(L)(D) of the Act	Refer Table — A Mention any observation or qualification	
17	Summary of Money Realised, incurred for the project from the inception of the Project (Pre and Post RERA period)	Refer Table - B Mention any observation or qualification	
18	Details of commission/ brokerage paid to Real Estate agents.	Refer Table — C Mention any observation or qualification	
19	Details of pending work in the project and estimated cost to complete such pending work	Nature of Pending Work	Estimated cost to complete the pending work
20	Weather all agreed services, facilities, amenities are completed including all phases in case of phase wise construction of the project in accordance with the Agreement for sale, Marketing	If not completed, mention the details there on	
		Facilities, Amenities as per agreement for sale and Marketing	100% Completion Yes/No

	collaterals and promises made by the promoter.	Collaterals – List	
21	Sold and Unsold units / inventory	Refer Table — D Mention any observation or qualification	
22	Has promoter complied with sec 14 of the Act in case of Modification of sanctioned plan	Yes / No / Not Applicable If not complied, mention the observation / qualification there on	
23	Insurance on the project — has promoter obtained any insurance on the project, if so, whether it is transferred to the association	Nature and type of insurance policy obtained Expiry date of insurance policy Obtained — Yes / No Transferred to association — Yes / No	
	Attach copy of such Insurance	Attachment	
24	Whether promoter enabled formation / registered association of allottees in accordance with the local laws	Yes / No - Name of the Association Date of registration Registration number Registering authority	
25	Whether promoter registered the Deed of Declaration (DoD)	Yes / No - Date of Deed of Declaration Date of registration of DoD Registration number	

		Registering authority
26	Maintenance charges collected from the allottees, spent and balance there on	Refer Table — E Mention any observation or qualification
27	Deposits (under various heads including club house etc) collected from the allottees and transferred to association there on	Refer Table — F Mention any observation or qualification
28	Has promoter paid any penalty / delay filing fees to RERA Authority during the tenure of the Project	Date Nature of payment
29	Any other information in relation to the promoter and project which may be of importance to the Authority	

TABLE A -

In case of Ongoing Project -

Summary of amount Realised, incurred and In case of Ongoing Project as per U/s. 4(2)(L)(D) of the Act –

Details	Note	Amount inRs. (100%)
Total Money Realised from the allottees since inception of the Project till the date of application for registration of project (applicable in case of ongoing project)	A	100
70 % of the amount realized	$B = A * 70\%$	70
Money incurred / utilized towards for construction of the project or the land cost for the project as required U/s. 4(2)(L)(D) of the Act till the date of application for registration of project	C	60
Excess / (Short)	$D = B - C$	10

TABLE B -

Summary of Money Realised, incurred for the project from the inception of the Project —

Details	Note	Amount in Rs.
Total 70 % of Money Realised from the allottees since inception of the Project till the date of application for registration of project (applicable in case of ongoing project)	A	100
Total 70 % Money Realised from the allottees from the date of registration of the project till the date of this certificate.	B	200
TOTAL	C = A + B	300
Money incurred / utilized for construction of the project and the land cost of the project as required U/s. 4(2)(L)(D) of the Act till date - a. Land Cost b. Approval / NOC's c. On Site Costs d. Off Site Costs including Architect, engineer, consultants Cost e. Administrative Costs f. Payment of Taxes, Cess etc to statutory authorities (other than pass through charges) g. Financial cost — interest etc h. Any other costs	D	250
Surplus / (Deficit)	E=C-D	50

I/We certify that the [Name of Promoter] has utilized the amounts collected for..... project only for that project and the withdrawal from the designated bank account(s) of the said project has been in accordance with the proportion to the percentage of completion of the project.

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

TABLE C -

Details of commission / brokerage paid to Real Estate Agents -

Financial Year	Total Amount of commission / brokerage paid to RERA Registered Agents (Amount in Rs.)	Total Amount of commission / brokerage paid to Others (Amount in Rs.)	TOTAL (Amount inRs.)
	A	B	C=A+B
FY 2017-18			
FY 2018-19			
FY 2019-20			
FY 2020-21			
TOTAL			

Note — Above values shall match /tally with the financial statements of the project of the promoter.

Table D -

Sold and Unsold Inventory in the project (total number of units in this table shall tally with the total number of units as per sanctioned plan)

Sold Inventory - As on DD/MM/YYYY

Sr. NO.	Flat No.	Carpet Area (in sq.mts.)	Unit Consideration as per Agreement /Letter of Allotment	Received Amount	Balance Receivable	Date of Agreement of sale	Registered Sale Deed Yes / No

			Nt				

1. Unsold Inventory Valuation - As on DD/MM/YYYY

Ready Recknor Rate as on the date of Certificate of the Residential /Commercial premises Rs.
_____persq.mts.

Sr. No.	Flat No.	Carpet Area (in sq.mts.) (A)	Unit Consideration as per value (B)	Total value consideration per flat (*B)

Table E -

Advance Maintenance charges collected from the allottees, spent and balance there on —

SI No	Number of allottees paid the Advance Maintenance charges	Total Advance Maintenance charges collected from the allottees In	Collect ed for the period upto	Amount spent towards Maintenance charges as on date of certificate	Transferr ed to the Associati on	Balanc e with the promot er	Remarks

		Rs.					

Note - mention net of GST or any other taxes

Any observation / qualification Table F - As on

DD/MM/YYYY

Deposits (under various heads including club house, maintenance deposit / found etc) collected from the allottees and transferred to association there on -

SI No	Total Deposits collected from the allottees	Nature of Deposits/ Head	Transferred to the Association	Balance with the promoter	Remarks

Any observation / qualification

This is to certify that the (promoter Name, address) has completed 100 %/ XX% development in the real estate (project Name) as defined U/s 2(t) Real Estate (Regulation and Development) Act, 2016 and promoter has time to time complied with all applicable provisions of the Real Estate (Regulation and Development) Act, 2016 read with Odisha Real Estate (Regulation and Development) Rules, 2017

(Signature and Stamp/Seal of the Signatory CA)

Name of the Signatory:

Place:

Full Address: ICAI Membership

Date:

No. Contact No. :

E mail:

Note —

2. UDIN is mandatory
3. This report and certificate shall be certified by a CA holding
4. COP If there is no Qualification / Observations —
5. mention NIL
6. If Promoter has deposited money in other than the RERA Designated bank account (refer registration details in <https://rera.odisha.gov.in/>) report such deviation under Qualification /Observations
7. Please ensure information shall match withthe information provided during registration or amended subsequently.
8. Sold included booked apartment /plots / units

Refer all circulars, notifications etc issued by the Authority

PART-III

RERA NEWS

ECONOMIC TIMES

Date: 04.03.2025

Functioning of RERA disappointing, says Supreme Court

The Supreme Court of India has expressed strong criticism of the functioning of the Real Estate Regulatory Authority (RERA), calling its performance “disappointing.” During a hearing on a plea related to private builders, a bench comprising Justices Surya Kant and N Kotiswar Singh was presented with concerns regarding the ineffective implementation of the RERA Act. Senior advocate K Parameshwar, appearing on behalf of the Mahira Homes Welfare Association, argued that the Act has failed to achieve its intended regulatory impact.

Parameshwar highlighted a critical issue in the sector—the “domino effect,” where the failure of a single real estate project by a builder often leads to the collapse of other ongoing projects by the same developer. He emphasized that when one project fails, it severely impacts a wide array of stakeholders, including homebuyers, financial institutions, and other related parties. Additionally, he pointed out the courts’ limited capacity to effectively adjudicate complex disputes arising from such failed projects.

In light of these systemic weaknesses, Parameshwar urged the Supreme Court to intervene and recommend stronger regulatory frameworks to reinforce accountability and oversight in the real estate sector. The court acknowledged these concerns, reflecting growing judicial frustration with RERA’s ineffective enforcement and oversight mechanisms.

HINDUSTAN TIMES

Date: 27.03.2025

Bengaluru civic body to use AI for property tax crackdown, doorstep khata delivery from April

The Bruhat Bengaluru Mahanagara Palike (BBMP) will now use artificial intelligence to deliver property documents to the doorstep and to identify illegal constructions, Karnataka Deputy Chief Minister DK Shivakumar announced on Monday.

Shivakumar was addressing a press conference after a meeting with legislators of Bengaluru on BBMP budget 2025-26, he said, "Many property owners have built excess floor areas without a legal sanction. And, they are not paying proportionate taxes as well.

We will use artificial intelligence to identify and measure such illegal constructions", news agency ANI reported.

BUSINESS STANDARD**Date: 01.04.2025****Maharashtra hikes property rates: What 3.9% RR rate increase means for you**

The Maharashtra government has increased the Ready Reckoner (RR) rates for the financial year 2025–26, marking the first revision in two years. RR rates are used to determine property valuations for stamp duty and registration charges, and the hike will directly impact property transaction costs. The average increase across the state is 3.89%, with urban areas governed by municipal corporations seeing a steeper average rise of 5.95%. Mumbai will experience a 3.39% increase, the second lowest after Nanded, while other cities like Navi Mumbai, Thane, and Nashik will face significantly higher hikes.

Solapur city records the highest increase at 10.17%, followed by Ulhasnagar (9%), Amravati city (8.03%), and Thane city (7.72%). The revised rates will come into effect from April 1, 2025.

The rate hike is expected to raise overall property costs, particularly in already expensive urban markets. Since RR rates form the basis for calculating stamp duty and registration charges, homebuyers will bear increased transaction costs. Additionally, as construction premiums and municipal fees are often pegged to RR rates, developers warn that the cost of housing could rise further. Industry leaders, including Niranjana Hiranandani, have voiced concerns that this could adversely affect affordability, especially in the affordable housing segment.

MONEY CONTROL**Date: 08.04.2025****Married Women's Property Act: What's hers, stays hers**

The financial independence of women has been a subject of evolving legal and societal concerns. In a world increasingly championing gender equality, certain laws — though passed centuries ago — still serve as silent sentinels of a woman's economic dignity.

One such enduring piece of legislation in India is the Married Women's Property Act of 1874 (MWP Act). Enacted during British rule, the MWP Act was a revolutionary step towards recognising the property rights of married women.

At a time when a woman's assets were seen as an extension of her husband's estate, the Act sought to unshackle her from this legal dependency.

HINDUSTAN TIMES**Date: 08.04.2025****Housing options for the middle class: Owning a home in Delhi, Mumbai, and Bengaluru out of reach due to soaring prices**

As housing prices in India's major metropolitan cities continue their steep upward trajectory, homeownership is becoming increasingly out of reach for many middle-class families. Discussions on online platforms like Reddit reflect growing frustration among prospective homebuyers who are grappling with the disconnect between real estate prices and income growth. In cities like Mumbai, Delhi, Bengaluru, and Hyderabad, the average cost of a decent home is

now estimated between ₹1.2 crore and ₹1.5 crore. In stark contrast, the median annual income of an urban household remains around ₹7–8 lakh, making it nearly impossible for a typical middle-class family to purchase a home without assuming substantial debt.

Users on Reddit have voiced concerns over the financial strain of such an investment, especially when salaries are not keeping pace with the rise in property prices. Some suggest that renting remains a more viable option in the short to medium term, particularly as the current market conditions offer little affordability. There's a growing sentiment that housing markets may be overheated and could see corrections in the coming years. This belief, coupled with rising EMIs, increasing interest rates, and inflated construction costs, has led many to postpone home-buying decisions.

Additionally, the emotional and financial pressure associated with long-term mortgage commitments amid economic uncertainty is influencing homebuyers to adopt a cautious approach. Until housing prices realign more realistically with income levels, the dream of homeownership for India's urban middle class may remain on hold for many.

BUSINESS STANDARD

Date: 18.04.2025

Homebuyer in Bengaluru wins Rs 2.56 cr refund as builder delays apartment

The Karnataka Real Estate Regulatory Authority (K-RERA) has directed a real estate developer to refund ₹2.56 crore to a homebuyer for failing to deliver possession of an apartment in Mantri Webcity 2A, Bengaluru, despite a delay of over five years. The buyer had booked the apartment in April 2015 and entered into a sale agreement on April 17, 2015, for ₹1.46 crore. As per the agreement, possession was promised by March 31, 2017.

Even with an additional grace period extending the timeline to December 2018, the developer failed to hand over the property. Despite multiple years passing, no possession or revised handover schedule was provided. The homebuyer approached K-RERA seeking a refund with interest.

After reviewing the case, K-RERA held that the developer had failed to meet contractual obligations. It ordered the builder to refund the entire paid amount of ₹1,46,15,251 along with interest of ₹1,27,08,927, totaling ₹2,56,47,520. The refund must be completed within 60 days of the notice.

In case of non-payment, the buyer has the right to initiate recovery under Section 40 of the RERA Act, which enables recovery as arrears of land revenue through the Deputy Commissioner of the relevant district.

BUSINESS STANDARD

Date: 24.04.2025

Delhi NCR residential property prices up 81% in five years

Residential property prices in Delhi NCR surged by an average of 81% over the past five years, according to a report by Anarock. Prices rose from ₹4,580 per sq ft in Q1 2020 to ₹8,300 per sq

ft in Q1 2025, driven by regulatory reforms such as RERA and the SWAMIH fund, which helped standardise the market. Greater Noida saw the highest price rise at 98% (₹3,340 to ₹6,600 per sq ft), followed by Noida at 92% (₹4,795 to ₹9,200 per sq ft), and Gurugram at 84% (₹6,150 to ₹11,300 per sq ft).

The surge in prices was accompanied by a significant decline in unsold inventory—down 51% across NCR from 173,117 units in Q1 2020 to 84,500 in Q1 2025. Noida led with a 72% reduction, followed by Ghaziabad (58%) and Greater Noida (56%). Inventory overhang dropped to 17 months from a peak of 88 months five years ago, helped by increased new launches and robust sales. In 2024 alone, 53,000 new units were launched, marking a 44% year-on-year growth.

The region also witnessed a shift in buyer preference from affordable to luxury housing. Affordable units (<₹40 lakh) comprised 11% of new launches in 2024, down from 62% in 2020. Meanwhile, ultra-luxury units (>₹2.5 crore) surged to 59% of supply in 2024, up from 4% in 2020, spurred by strong capital markets and rising aspirations.

ECONOMIC TIMES

Date: 24.04.2025

MahaRERA steps up efforts to combat fraud with OC verification for lapsed projects

The Maharashtra Real Estate Regulatory Authority (MahaRERA) has launched a comprehensive verification process for Occupation Certificates (OCs) submitted for stalled or lapsed real estate projects, following complaints of forged documents used to fraudulently obtain project registrations. MahaRERA has sent details of 3,699 such projects to planning authorities across the state, including 1,819 in the Mumbai Metropolitan Region, 1,223 in Pune, and others across Nashik, Chhatrapati Sambhajinagar, Amravati, and Nagpur.

Authorities must confirm the authenticity of the OCs within ten days. If no response is received within this period, MahaRERA will presume the OCs are genuine and mark the projects as completed. However, the responsibility for any later discrepancies will rest solely with the planning authority. This initiative follows a major fraud uncovered in Kalyan-Dombivli, where developers secured approvals using forged documents, leading to the demolition of illegal buildings and displacement of residents.

MahaRERA requires all real estate projects to be registered, with quarterly and annual progress reports submitted during construction. Post-completion, developers must upload valid OCs to the MahaRERA portal for final approval and fund withdrawals. Experts believe this move will enhance transparency, curb fraudulent practices, and increase buyer confidence by strengthening regulatory oversight and accountability in Maharashtra's real estate sector.

HINDUSTAN TIMES

Date: 28.04.2025

RERA officer held for taking ₹5K bribe over flat dispute in Greater Noida

The Meerut Anti-Corruption team has arrested Harendra Kumar Goswami, a 40-year-old contractual accountant with the Uttar Pradesh Real Estate Regulatory Authority (UP-RERA), for allegedly accepting a ₹5,000 bribe related to a flat dispute in Sector 10, Greater Noida West. The arrest took place on April 27, 2024, at the RERA office in Gamma 2, Greater Noida. Goswami, a

native of Muzaffarnagar, was caught red-handed following a trap laid by the Anti-Corruption team after the complainant alerted authorities.

The case stems from a dispute wherein the complainant had secured a RERA order against a builder after seven months of delay, followed by the dismissal of the builder's appeal and the issuance of a recovery certificate (RC) in June 2022. However, the complainant later discovered that his principal recovery amount had been arbitrarily reduced from ₹27 lakh to ₹25 lakh. When he approached Goswami for rectification, the accountant allegedly demanded a bribe of ₹50,000, asking for an upfront payment of ₹5,000.

Instead of paying the bribe, the complainant approached the Anti-Corruption team in Meerut, leading to a successful sting operation. Following the arrest, UP-RERA Chairman Sanjay Bhoosreddy confirmed that Goswami had been under surveillance for two months and was immediately terminated. Goswami was employed on a contractual basis via a third-party agency.

A case has been registered against him under Section 7 of the Prevention of Corruption Act, 1988. The incident has sparked public concern, especially as related posts about the case have widely circulated on social media. Further investigation is ongoing.



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