

RERA TIMES

REAL ESTATE (REGULATION
AND DEVELOPMENT) ACT, 2016



Volume 9 PART IV July-August 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,

As the editorial team, we are delighted to welcome you to another insightful edition that takes you through the fast-evolving world of real estate and beyond. Our goal is to offer readers reliable insights, well-rounded analyses, and updates on policies and trends shaping India's economic and infrastructural growth. From regulatory reforms and investment movements to inspiring success stories and expert perspectives, we aim to empower our audience—industry professionals, investors, and aspiring homeowners alike—with knowledge that encourages informed decisions and forward-looking opportunities. We invite you to read, reflect, and engage with us as we explore the dynamic intersection where infrastructure, innovation, and aspirations meet.

Despite the imposition of tariffs by the United States on several Indian goods and the ongoing trade tensions between the two nations, India continues to stand firm and resilient. These tariffs have undoubtedly affected certain export sectors, increasing costs and creating short-term challenges for Indian manufacturers and traders. However, India has responded with strategic diplomacy and economic self-reliance, rather than submission. The country is strengthening its domestic industries, diversifying export markets, and promoting the "Make in India" initiative to reduce dependency on any single partner. By focusing on innovation, global partnerships, and sustainable growth, India has shown the world that it can face global economic pressures with dignity and determination—refusing to bow down, and instead charting its own confident path forward.

From September 2025, India implemented major GST reforms under the new GST 2.0 framework, aimed at simplifying the tax structure and boosting economic efficiency. The 12% and 28% tax slabs have been abolished, leaving two primary rates—5% and 18%—along with a 40% slab for luxury and sin goods. These changes make goods and services more affordable, stimulate demand, and support sectors like FMCG, automobiles, and electronics. For businesses, fewer slabs mean simpler compliance, reduced confusion, and lower administrative costs. By taxing luxury items higher while easing the burden on necessities, the government aims to create a fairer, growth-oriented system. Overall, the September 2025 GST reforms mark a significant step toward a more transparent, consumer-friendly, and business-efficient tax regime in India.

India's economic growth continues to show resilience and momentum, with GDP expanding by 7.8% in the first quarter of FY 2025–26. This performance is driven by strong domestic demand, capital formation, and ongoing structural reforms. The Reserve Bank of India (RBI) recently revised its GDP growth forecast upward to 6.8% for the fiscal year, signaling confidence in sustained economic expansion. Despite maintaining the repo rate at 5.5%, the RBI expects robust activity across key sectors, supported by improved credit flow, a healthy monsoon, and continued policy stability. These factors, coupled with digital transformation and infrastructure development, reaffirm India's status as the world's fastest-growing major economy.

India's Foreign Trade Index (FTI) has also shown encouraging progress, reflecting the nation's growing influence in global commerce. The government has taken several initiatives to boost exports, attract foreign investments, and streamline trade operations through simplified procedures and strategic free trade agreements. With an emphasis on enhancing the ease of doing business and supporting export-led growth, India is steadily positioning itself as a global trade and investment powerhouse.

This year marks the century of the Rashtriya Swayamsevak Sangh (RSS), founded in 1925 by Dr. Keshav Baliram Hedgewar in Nagpur. What began as a small volunteer movement aimed at promoting unity and discipline among Hindus has evolved into the world's largest socio-cultural nationalist organization. Over the past century, the RSS has played a significant role in shaping India's socio-political landscape through community building, ideological propagation, and organizational discipline. While its journey has been marked by both contributions and controversies, its influence on Indian society and politics remains undeniable.

In a significant regional development, Nepal witnessed a historic youth-led revolution in September 2025, marking a turning point in the country's political landscape. Driven primarily by Generation Z, the movement was sparked by widespread frustration over corruption, poor governance, and restrictions on digital freedom. What began as decentralized protests culminated in the resignation of Prime Minister K.P. Sharma Oli and the appointment of Sushila Karki as interim Prime Minister. This uprising demonstrated the growing power of youth activism and digital mobilization in shaping democratic accountability and social reform in South Asia.

On the global front, India continues to play a pivotal role in strategic diplomacy, engaging in active trilateral dialogues with China and Russia. Through platforms such as BRICS and the Shanghai Cooperation Organization (SCO), the three nations are working to balance regional power dynamics and foster cooperation in trade, technology, and security. Amid global uncertainties and shifting alliances, these collaborations reflect a broader push toward multipolarity and a collective effort to enhance regional stability and counterbalance Western influence.

Together, these developments highlight the interconnected nature of today's world—where economic growth, geopolitical strategy, and social transformation shape the path forward. As your editorial team, we remain committed to bringing you meaningful insights into these evolving narratives that define our times.

As the festival of lights fills our homes and hearts with warmth and joy, we extend our heartfelt wishes to you and your family for a Happy Diwali and a joyous festive season.

With Regards

CA Sanjay Ghiya

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Place: - Jaipur

Date: 08/10/2025

PART-I
HIGH COURT JUDGEMENT
IN THE HIGH COURT OF KARNATAKA AT BENGALURU

Order dated: 27TH June, 2025

M/S. G-CORP SPACES PVT. LTD

.....PETITIONER

VERSUS

MR. SUMITRA GHOSH

MRS. UTTAMA GHOSH

MR. PRAVEEN DAS P.M.

MRS. NAMITA AGRAWAL

.....RESPONDENTS

CORAM: HON'BLE JUSTICE MR M. NAGAPRASANNA

For Petitioner(s): Sri K.R. Krishnamurthy, Advocate

For Respondent(s): Sri Suraj Sampath, Advocate

Gist: The Karnataka High Court upheld the maintainability of a suit filed by home buyers against a developer for infringement of exclusive car parking rights, rejecting the developer's plea that the matter fell exclusively under RERA jurisdiction. The Court clarified that Section 14 of the RERA Act does not bar civil court jurisdiction in completed projects for such disputes. It emphasized that under Order VII Rule 11 CPC, only the plaintiff's averments are to be considered for dismissal, and found the plaintiff disclosed a valid cause of action. The petition to dismiss the suit was accordingly rejected.

The case of M/s. G-Corp Spaces Pvt. Ltd. v. Sumitra Ghosh and others, adjudicated by the High Court of Karnataka, Bengaluru, on June 27, 2025, addresses critical issues around the maintainability of civil suits vis-à-vis remedies available under the Real Estate (Regulation and Development) Act, 2016 (RERA Act). The petitioner, a developer, challenged the rejection of its application under Order VII Rule 11(a) and (d) of the Code of Civil Procedure, 1908 (CPC), which sought dismissal of the plaint filed by home buyers respondents alleging infringement of exclusive car parking rights.

The respondents, purchasers of apartments along with car parking spaces in the "G-Corp Residences" complex, filed a suit seeking permanent injunction against the petitioner for allegedly re-allocating and constructing a multi-level parking above their allotted car park space. The petitioner contended that the suit was not maintainable before the civil court as Section 14 of the RERA Act mandates aggrieved parties to approach the regulatory authority for disputes relating to deviations from sanctioned project plans, and Section 79 of RERA bars civil court jurisdiction in such matters.

The Court noted that the home buyers had exclusive right of use of the car parking space as per the allotment letter and sale agreement, which stipulated use rights without ownership and prohibited any construction in the parking space. The conflict arose when the developer intended to build additional parking structures over the pre-existing slots allocated to the home buyers, triggering the dispute. The Court critically examined Section 14 of the RERA Act, emphasizing that while promoters must adhere to sanctioned plans and obtain required consents for changes, the section does not explicitly bar home buyers from approaching civil courts for issues arising post-completion of the project.

Importantly, the Court held that Section 14's scope does not imply that every grievance of home buyers regarding common areas or structural alterations in a completed project must be exclusively addressed via RERA. Therefore, the jurisdictional bar under Section 79 of RERA does not extend to all claims, preserving the maintainability of the suit before the civil court in this case.

Turning to the application under Order VII Rule 11 CPC, the Court reiterated that rejection of a plaint is warranted only if the plaint does not disclose any cause of action or is barred by law based on the plaintiff's own averments. The Court referenced the Supreme Court's authoritative rulings reinforcing that a court must decide such preliminary applications on the face of the pleadings, without delving into the merits or defenses raised by the defendant.

The factual matrix and pleadings showed a clear cause of action and the refusals by the developer to respect the respondents' parking rights. The Court thus found no ground to reject the plaint at the preliminary stage. It further observed that previous suits filed by the petitioner against similarly situated allottees had concluded in settlements, and the petitioner himself had sought injunctions in such matters, undermining his contention regarding court jurisdiction.

In conclusion, the Karnataka High Court dismissed the petitioner's Civil Revision Petition, upholding the order rejecting the application to dismiss the plaint. The ruling affirms that civil courts retain jurisdiction where RERA does not provide exclusive remedy and that pleadings must be examined on face value to ascertain maintainability under Order VII Rule 11 CPC. The judgment reinforces the balanced approach between statutory regulatory frameworks and judicial remedies accessible to home buyers, thereby protecting consumer rights in real estate transactions and resolving conflicts over allotment disputes effectively within the civil justice system. This case serves as a significant precedent delineating the interplay between RERA provisions and civil court jurisdiction.

IN THE HIGH COURT OF KERALA AT ERNAKULAMOrder dated: 28TH July, 2025**M/S. REALINE PROPERTIES PVT. LTD.****JIJI VIJAYAN****.....PETITIONER****VERSUS****KERALA REAL ESTATE REGULATORY AUTHORITY****.....RESPONDENTS****CORAM: HON'BLE JUSTICE MR EASWARAN S.**

For Petitioner(s): Sri. K.Shaj, Advocate

For Respondent(s): Sri. Sidharth A. Menon, Advocate

Gist: The Kerala High Court reviewed appeals by M/s Realine Properties Pvt. Ltd. challenging a Rs. 1 crore penalty for non-registration under the RERA Act. The Court examined the propriety of impleading allottees as parties in appeals and found procedural lapses in granting impleadment without adequate notice. The matter was remanded to the Tribunal for fresh consideration with opportunity for objections. The judgment underscores the importance of natural justice in statutory appellate proceedings.

The case titled M.S.A. Nos. 51, 52, 53 & 54 of 2025, heard by the High Court of Kerala at Ernakulam before The Honourable Mr. Justice Easwaran S., deals with the propriety of the Kerala Real Estate Appellate Tribunal's decision to allow impleading applications of third parties in appeals filed by M/s Realine Properties Pvt. Ltd. and its Managing Director, Jiji Vijayan. These appeals challenge the orders passed by the Kerala Real Estate Regulatory Authority (RERA) in suo motu proceedings that imposed a penalty of Rs. 1 crore on the appellants for non-registration of their real estate project under Section 3 of the Real Estate (Regulation and Development) Act, 2016 (RERA Act).

The appellants filed separate appeals before the Kerala Real Estate Appellate Tribunal, contesting the imposition of the fine and the requirement for registration under the RERA Act. During the pendency of these appeals, several allottees of the project, including Devananthan Thayyil, Mohammed Ali Shereef M., Binish K.B., Honey C.M., and Preethy G., sought to be impleaded as additional respondents in the appeals. Their alleged interest was opposing the reliefs claimed by the appellants, raising questions of their entitlement to intervene.

The appellants opposed these impleading applications, primarily on procedural grounds. They contended that the impleading notices were initially served only on the Kerala Real Estate Regulatory Authority and not on them directly, causing a breach of natural justice. Moreover, they argued that the allottees had no locus to intervene in the appellate proceedings because they were not parties to the original suo motu proceedings before RERA. The appellants further submitted that if the allottees were dissatisfied with the

project, their appropriate remedy was to withdraw and seek compensation before the original authority under the RERA Act. They also emphasized that as the primary litigants, the appellants had the prerogative to decide the necessary parties in the litigation.

On the other hand, the allottees asserted their right to be heard and the necessity of their impleadment, citing evidence of alleged mismanagement by the appellants in carrying out the project. They expressed concerns that the absence of project registration deprived them of valuable rights over the property. The allottees additionally argued that the appellate tribunal had provided ample opportunity to file objections, and the failure of the appellants to raise timely objections warranted the allowance of the impleading applications.

The High Court, after considering the rival submissions, seized the opportunity to examine substantial legal questions surrounding the propriety of third-party impleadment in appellate proceedings consequent to suo motu actions by regulatory authorities. The Court scrutinized the procedural aspects and found that the appellants were not afforded adequate opportunity to object to the impleading applications. The tribunal's refusal to grant adjournment despite the appellants' counsel being hospitalized was judged to amount to a procedural irregularity.

Emphasizing the principle that statutory tribunals must adhere to the principles of natural justice, the Court observed that the non-compliance in this case had caused substantial prejudice to the appellants. The tribunal, a creature of statute empowered under Section 53 of the RERA Act, though not bound by the Civil Procedure Code, must still ensure fairness and reasonable opportunity in its proceedings.

The Court further noted that deeper issues—such as whether the project requires registration under Section 3 of the RERA Act and whether allottees possess independent rights beyond those offered by the statute—were not decided by the appellate tribunal and were better suited for detailed consideration by that forum on proper pleadings.

Consequently, the Court allowed the appeals to the extent of setting aside the impugned order that allowed impleadment. The matter was remanded to the Kerala Real Estate Appellate Tribunal for a fresh, comprehensive examination of the applications for impleading allottees. The tribunal was directed to afford the appellants a fair opportunity to file counter-affidavits and to consider whether third parties not party to the original proceedings could intervene in the appeal, especially if dissatisfied with the regulator's order, and to decide the matter afresh in accordance with law and principles of natural justice.

This judgment reinforces the judiciary's commitment to procedural fairness in regulatory appellate proceedings, underlining that even in statutory tribunals, parties must be given adequate opportunity to present their case. It also highlights the careful balancing of interests between project promoters and allottees under the RERA framework, particularly regarding rights, remedies, and procedural safeguards in real estate disputes. The case sets a precedent on the limits of party impleadment and procedural rights in appellate forums under the RERA Act, emphasizing judicial oversight in quasi-judicial government authority actions and protecting litigants' rights to fair hearing.

IN THE HIGH COURT OF CALCUTTAOrder dated: 29TH August, 2025**RAJAN KUMAR PRASAD & ORS.****ELITA GARDEN VISTA PROJECT PRIVATE LIMITED****.....PETITIONER****VERSUS****NEW TOWN DEVELOPMENT AUTHORITY & ORS.****EGV ASSOCIATION OF APARTMENT OWNERS & ORS.****.....RESPONDENTS****CORAM: HON'BLE JUSTICE RAJASEKHAR MANTHA
HON'BLE JUSTICE AJAY KUMAR GUPTA**For Petitioner(s): Mr. Sabsyasachi Chowdhury, Ld. Sr. Advocate
Mr. Abhrajit Mitra, Ld. Senior Adv.

For Respondent(s): Mr. Anirban Roy, Ld. Sr. Adv.

Gist: The Calcutta High Court ordered demolition of the illegally constructed 16th tower at Elita Garden Vista for violating flat owners' rights under the West Bengal Apartment Ownership Act. The revised plan was obtained fraudulently without consent, reducing original owners' undivided land share. The Court directed refund of buyers, penalized authorities, and emphasized adherence to statutory protections and constitutional property rights.

The case before the Calcutta High Court (MAT No. 242 of 2023 and connected matters) pertains to a dispute involving the Elita Garden Vista residential complex in Kolkata. The appellants, comprising flat owners of the original 15 towers, challenge the legality of the construction of an additional 16th tower and associated commercial premises, raised pursuant to a revised sanction plan obtained by the new promoter, M/s Elita Garden Vista Project Pvt. Ltd., without their consent. The appellants assert that the altered plan infringes on their ownership rights under the West Bengal Apartment Ownership Act, 1972 (WB Act, 1972), dilutes their undivided share in common areas, and was obtained through procedural irregularities and misrepresentations.

Originally, the project was sanctioned for 15 towers with detailed plans including ample common areas and parking, as set out in a 2007 sanction plan granted by the New Town Kolkata Development Authority (NKDA). Over time, apartments were sold under this plan, and flat owners registered rights proportionate to their purchases. However, in 2015, the promoter procured a revised sanction plan from NKDA for an additional 16th tower and commercial structures. This new plan was developed without the knowledge or approval of the existing flat owners and involved the reduction of open spaces and common areas, thereby diminishing the owners' undivided share.

The High Court examined whether the NKDA's authority to grant revised plans overrides protections afforded under the WB Act, 1972, which requires the consent of existing flat owners for material alterations and additions such as an extra tower. It was held that the NKDA Act, 2007, does not supersede the WB Act, 1972. The mandatory provisions of the

latter, particularly Section 7 which restricts alterations that prejudice existing owners, remain binding on NKDA decisions. Furthermore, the Promoters' Act, 1993, which governs the conduct and obligations of real estate promoters, also applies. Promoters must demonstrate exclusive rights to build on land, or obtain prior consent from existing owners when ownership is shared, before securing a sanction from authorities.

The Court found the promoter and NKDA guilty of flouting statutory obligations by proceeding with the revised plan and construction without requisite consent, violating ownership rights protected under Article 300A of the Indian Constitution. It was noted that the alteration dilutes the flat owners' property interests and cannot be regularized or compensated by contrived increases in facilities or other amenities.

Judicial precedents were cited to emphasize that construction deviating from approved plans without owner consent attracts strict liability, including the possibility of demolition. The Court underscored the public interest in preventing unauthorized construction infringements, protecting equitable rights of flat owners, and maintaining planned urban development standards.

Significantly, the Court rejected the defense of promissory estoppel or waiver of statutory rights by purchasers, asserting such rights cannot be compromised if they protect public interest and statutory safeguards. It also held that delays in seeking judicial remedy do not bar relief when fundamental rights and property interests are at stake.

Consequently, the Court quashed the revised sanction plan as illegally obtained and directed demolition of the illegally constructed 16th tower. Owners of the tower were to receive full refunds with interest, and institutional and criminal investigations were ordered against responsible officials and promoters.

This landmark ruling reinforces the necessity for statutory compliance by developers and local authorities in alterations to multi-apartment complexes, affirming the rights of initial flat owners under the WB Apartment Ownership Act and Promoters' Act. It serves as a critical precedent ensuring protection against unauthorized constructions that adversely affect existing property owners, supporting regulatory rigor and urban planning principles.

PART-II

REPORTING OF CASE LAWS

RAJASTHAN REAL ESTATE APPELLATE TRIBUNAL

APPELLANT: PRAVEEN JUNEJA

RESPONDENT: TERRA REALCON PVT. LTD.

CORAM: MR. YUDHISTHIR SHARMA, HON'BLE MEMBER (JUDICIAL)

**MR. RAJENDRA KUMAR VIJAYVARGIA, HON'BLE MEMBER
(TECHNICAL)**

ORDER DATE: 01.07.2025

Appellant Representative: Mr. Mitesh Rathore, Advocate

Respondent Representative: Mr. Raghav Agarwal, Advocate

Gist: The Tribunal directed the promoter to obtain a completion certificate for the buyer's flat within 45 days or else offer a refund with interest. Delays were found mostly due to external factors, but the buyer's right to timely possession or refund was recognized. The appeal was disposed of with these modifications to balance interests of both parties and protect the buyer's rights.

The Rajasthan Real Estate Appellate Tribunal in Appeal No.69/2021 addressed a challenge by Mrs. Praveen Juneja against the order dated September 9, 2021, passed by the Rajasthan Real Estate Regulatory Authority in Complaint No. RAJ-RERA-C-2020-3913. The primary issue centered on the prolonged delay in handing over possession of Flat No. I-602, 6th Floor, Windsor Tower in the Terra Castle project, developed by Terra Realcon Pvt. Ltd. (formerly Canopy Nirmans Pvt. Ltd.). The appellant sought the refund of her deposited amount of ₹21,24,534 with interest and compensation under Section 18 of the Real Estate (Regulation and Development) Act, 2016, due to the builder's failure to deliver the property within the stipulated timeline.

The Tribunal recounted the factual background, noting that the flat was originally booked by Mr. Abhishek Gour in 2014 by way of an Agreement for Sale, and subsequently assigned to Mrs. Juneja in October 2015. The possession was contractually scheduled for November 2017, with a six-month grace period. However, the project suffered significant delays due to a range of factors, including tardy regulatory approvals, the implementation of the Bajri Ban by Rajasthan High Court and Supreme Court (which restricted sand mining and affected material supply), the impact of demonetization and GST, delays in payments by allottees, contractor disputes, and force majeure events, notably the COVID-19 pandemic. The respondent registered the project with RAJ-RERA in September 2017, with the originally estimated completion date of March 2018, but this was subsequently extended four times up to March 2022 without prior notice to allottees.

In her complaint filed in November 2020, Mrs. Juneja sought a refund, interest, and damages, highlighting her financial dependence and loss of trust in the promoter. The Authority's impugned order, however, directed payment of interest for the period of delay

(excluding the COVID-19 moratorium), given that the project was reportedly 73% complete and the respondent was arranging for further funding via the SWAMIH Fund. The Authority also allowed some buyers (other than applicants 2 & 4) to approach the Adjudicating Officer for determination of compensation.

Before the Tribunal, both parties presented extensive written and oral arguments. The appellant cited judicial precedents (including Ireo Grace Realtech Pvt. Ltd. vs. Abhishek Khanna and Sukhvinder Kaur vs. Terra Realcon Pvt. Ltd.) to claim her right to a refund, emphasizing her lack of faith in further promises and her vulnerable status. The respondent justified the delay through detailed explanations of external obstacles and ongoing efforts to complete the project. They also offered the appellant an option to shift to another completed tower, which she declined.

Upon review, the Tribunal considered Section 18(1) of the RERA Act, relevant case law, and the imperative of balancing individual and majority interests. It recognized the respondent's progress towards completion and the substantial investments already made, while also acknowledging Mrs. Juneja's right to possession or refund in the face of significant and indefinite delay. The Tribunal ultimately modified the Authority's order: Terra Realcon Pvt. Ltd. was directed to obtain a completion certificate for Windsor Tower within 45 days and offer possession promptly. Should the promoter fail, Mrs. Juneja would be entitled to either take possession with accrued interest or receive a full refund with interest, as per the prescribed rules, within further 45 days after exercising her written option. The Tribunal also directed continued monitoring of project progress and dismissed all pending interim applications. No costs were imposed, and the record was ordered to be consigned.

APPELLANT: KIRAN GOYAL

RESPONDENT: CANOPY NIRMANS PRIVATE LIMITED

CORAM: MR. JUSTICE MADAN GOPAL VYAS, HON'BLE CHAIRPERSON

MR. YUDHISTHIR SHARMA, HON'BLE MEMBER (JUDICIAL)

ORDER DATE: 22.08.2025

Appellant Representative: Mr. Amit Chhangani, Advocate assisted by

Mr. Pravesh Ramola, Advocate &

Mr. Ajeet Singh, Advocate

Respondent Representative: Mr. Harshal Tholia, Advocate

Gist: The Rajasthan Real Estate Appellate Tribunal modified its earlier order, directing Canopy Nirmans Pvt. Ltd. to refund Kiran Goyal the entire deposited amount with delay interest calculated from each date of deposit as per RERA Rules. The Tribunal relied on Supreme Court precedent affirming that interest for refund should accrue from the deposit dates for full restitution. The appeal was allowed without costs, reinforcing the rights of allottees to timely compensation for delayed possession.

The Rajasthan Real Estate Appellate Tribunal, Jaipur, in Appeal No.9/2019, adjudicated a matter involving the appellant, Kiran Goyal, against the respondent-promoter, Canopy Nirmans Pvt. Ltd., related to delayed possession of a flat in the "Windsor Tower" project,

part of the residential complex “Terra Castle”. The appellant had booked flat No. H-405 by executing an Agreement for Sale on January 22, 2014, for a total consideration of ₹23,35,000, of which she paid ₹21,58,595. The agreement stipulated possession within 36 months, i.e., by January 22, 2017. Due to the promoter's failure to deliver possession within this timeline, the appellant filed a complaint seeking a refund along with interest.

The learned Regulatory Authority, in its order dated June 11, 2019, allowed the complaint and directed the promoter to refund the deposited amount with interest calculated at State Bank of India’s highest marginal cost of lending rate plus 2%, amounting to 10.65% per annum from the stipulated possession date until the refund was made. The appellant challenged this order specifically to the extent that the interest was awarded from the due date of possession and not from the respective dates of each payment made by her. She also sought compensation of ₹1,00,000 for mental anguish caused by the prolonged delay.

In opposition, the promoter contended that the appellant was not entitled to such refund interest commencing from each deposit date due to the absence of documentary proof. Further, the promoter asserted that 80% of the project was complete and that delay was attributable to circumstances beyond their control. They relied on a recent decision in Appeal No.69/2021 (Praveen Juneja vs. Terra Realcon Pvt. Ltd.), which mandated promoters to obtain completion and occupancy certificates first before refunds were granted from deposit dates in case of non-possession.

After listening to counsels and analyzing relevant materials and case law, the Tribunal emphasized Section 18(1)(b) of the Real Estate (Regulation and Development) Act, 2016, and Rule 17 of the RERA Rules, 2017. It clarified that when an allottee opts to withdraw from the project due to non-possession within contractual timelines, the promoter is liable to refund the deposited amount along with interest from each deposit date, not merely from the possession due date. This position aligns with the Supreme Court’s ruling in Experion Developers Pvt. Ltd. vs. Sushma Ashok Shiroor (2022), which underscored that interest must be restitutionary and compensatory, commencing from each payment to fully restore the allottee’s loss. The Tribunal also noted consistency with prior Tribunal decisions including Puneet Pareek vs. Radha Krishna Build Tech Pvt. Ltd. and reiterated the interpretation of “interest” under the RERA Act’s Explanation Clause.

Consequently, the Tribunal modified the impugned order, holding that Kiran Goyal is entitled to a refund of ₹21,58,595 with delay interest calculated from each respective date of deposit, at the prescribed rate of 10.65% per annum as stipulated under Rule 17 of the RERA Rules, 2017. The appeal was allowed in this regard, with no order as to costs. Directions were issued for transmission of the order to the parties and the regulatory authority, with the matter ordered to be consigned to records. This decision reinforces the protective framework of RERA aiming to ensure timely refunds with appropriate compensation to homebuyers affected by delays in possession.

APPELLANT: M/S AVALON PROJECTS
RESPONDENT: 1. MR. SANDEEP KHANDARI
2. MRS. ARTI JAIN,

3. JAVED ALAM,**4. MR. ANAND SITARAM KHANDELWAL****CORAM: MR. JUSTICE MADAN GOPAL VYAS, HON'BLE CHAIRPERSON
MR. YUDHISTHIR SHARMA, HON'BLE MEMBER (JUDICIAL)****ORDER DATE: 26.08.2025**

Appellant Representative: Mr. Harshal Tholia, Advocate

Respondent Representative: None present

Gist: The Rajasthan Real Estate Appellate Tribunal quashed prior orders that transferred complaints from the Adjudicating Officer to the Regulatory Authority, saying such transfers aren't allowed under RERA. The Tribunal clarified that only compensation claims go to the Adjudicating Officer, while refund with interest claims must be filed with the Regulatory Authority. Avalon Projects' appeals were accepted and the previous transfer orders were set aside. Complainants can now file fresh complaints with the correct authority, and any delay won't affect their cases. Both sides' legal objections—like insolvency issues and time bar—were left open for future consideration

The Rajasthan Real Estate Appellate Tribunal, Jaipur, adjudicated a cluster of five appeals (Appeal Nos. 79/2022, 100/2022, 101/2022, 102/2022 & 103/2022) filed by M/s Avalon Projects against various individual respondents regarding the transfer of real estate complaints under the Real Estate (Regulation and Development) Act, 2016 ("RERA Act, 2016"). These appeals arose from orders passed by the learned Adjudicating Officer (AO) on 19/01/2022 and 01/12/2021, wherein complaints initially filed in the prescribed 'Form-O' seeking 'compensation' were transferred to the Regulatory Authority on the basis that the prayer clause sought 'Refund with Interest'—a relief classified as falling within the jurisdiction of the Regulatory Authority rather than the AO. The AO additionally observed that such complaints should be filed in 'Form-N' and transferred the complaints accordingly for adjudication by the Regulatory Authority.

All the appeals, which involved Avalon Projects as the common appellant and raised similar legal questions, were decided together by a consolidated order, noting the absence of appearance by complainants-respondents. Counsel for the appellant, Mr. Harshal Tholia, contented that the AO lacked any statutory authority under the RERA Act, 2016 or the relevant RERA Rules, 2017 to transfer complaints between forums, and that such complaints should have been dismissed instead of being transferred. The counsel further asserted that there was no technical error in the filing of the complaints; rather, they were submitted purposefully and with conscious understanding. The impugned transfer orders were deemed prejudicial to the appellant, and it was argued that procedural transfers should follow Section 22 of the Code of Civil Procedure, requiring formal application before a superior forum, in this case, the Tribunal. The appellant relied on the Rajasthan High Court's judgment in Avalon Project vs. Union of India (SBCWP No. 7980/2021), criticising the AO for failure to adhere to binding precedents and for interpreting the High Court's ruling as limited to the parties involved rather than applicable more broadly. Reference was also made to internal RAERA meetings, which stipulated that only claims for 'compensation' should remain with the AO, while other claims, including 'refund with interest', should be transferred according to proper segregation, a directive allegedly

ignored by the AO. Further reliance was placed on the Tribunal's decision in M/s Avalon Projects Vs Amarjit Kaur (Appeal No.3/2022), which found such indiscriminate transfers unlawful and reiterated that the AO's jurisdiction is strictly limited to matters under Sections 12, 14, 18, and 19 of the RERA Act.

Conversely, the respondents raised several objections in their replies, including allegations that the appeals were time-barred, that insolvency proceedings had been initiated against Avalon Projects (specifically Avalon Regal Court) under the Corporate Insolvency Resolution Process (CIRP) via NCLAT Delhi Bench III, and that the appellant no longer retained locus standi or legal authority to independently represent itself, as post-IRP appointment, all actions require authorization. The respondents also questioned the legal maintainability of the appeals due to lack of pre-deposit as mandated under Section 43(5) of the RERA Act and cited Supreme Court jurisprudence (Newtech Promoters & Anr Vs. State of UP, 11/11/2021), which permitted the segregation of composite complaints. The respondents defended the AO's authority to transfer or withdraw proceedings under general CPC provisions, arguing that both AO and Regulatory Authority constitute facets of the RERA statutory regime.

Upon consideration of submissions and on review of the written record, the Tribunal addressed the respondents' objections. It was noted that the delay in filing had already been condoned and that complainants had the liberty to raise the status of the Avalon Projects at the appropriate stage. The Tribunal also found the objection regarding compliance with Section 43(5) unsustainable.

The central issue before the Tribunal was whether transfer of complaints from one forum to another (AO to Regulatory Authority or vice versa) was empowered under the RERA framework. Upon interpretation of the RERA Act's provisions (Sections 34(g), 38(2)) and repeated precedents, the Tribunal concluded that there is no statutory authority permitting such transfers. Exclusive jurisdiction for 'compensation' lies with the AO, while jurisdiction for 'refund with interest' rests with the Regulatory Authority, thereby prohibiting the transfer of cases between the two in the absence of specific legislative provision. This principle was reaffirmed by prior Tribunal decisions, including Appeal No.15/2022 (Unique Builders Ganesh Vs. Devendra Kumar Indora). Accordingly, the impugned orders transferring the complaints were quashed and set aside. The Tribunal permitted complainants to file afresh before the appropriate forum, assuring that any fresh filing would not be impeded by procedural delay and directing expedited decision-making by the competent authority. All pending applications were closed and costs were made easy. Copies of the order were directed to be transmitted to the requisite parties and maintained in each appeal's case file.

HARYANA REAL ESTATE APPELLATE TRIBUNAL

APPELLANT: DISHANT TYAGI

RESPONDENT: FOREVER BUILDTECH PVT. LTD

CORAM: JUSTICE RAJAN GUPTA (CHAIRPERSON)

RAKESH MANOCHA MEMBER (TECHNICAL)

ORDER DATE: 11.07.2025

Appellant Representative: Mr. Avnish Kumar Tyagi, Advocate

Respondent Representative: Mr. Kamaljeet Dahiya, Advocate

Gist: The case involves Dishant Tyagi challenging Forever Buildtech over misleading advertisement and amalgamation issues in Gurugram's Roselia-2 real estate project. The tribunal denied compensation and refund at this stage, directing the appellant to file with the proper Authority. The matter of project amalgamation and regulatory compliance is to be examined by respective regulators.

The case before the Haryana Real Estate Appellate Tribunal, Appeal No.414 of 2023 (Dishant Tyagi v. Forever Buildtech Pvt. Ltd.), centers on a dispute stemming from the appellant's booking of a residential flat in the Roselia-2 project, Sector 95-A, Gurugram. In 2018, Dishant Tyagi, after seeing an advertisement in Dainik Jagran, booked flat No. J-1603, paying a booking amount and a portion of the sale consideration. Later, Tyagi alleged that the advertisement was misleading because the Roselia-2 project had actually been amalgamated with Roselia-1, a detail concealed from buyers and the Haryana Real Estate Regulatory Authority (HRERA). Tyagi claimed the promoter acted clandestinely by securing RERA registration after amalgamating project licenses, causing him undue harassment and entitling him to compensation and a refund of the paid amount. The respondent, Forever Buildtech, argued that Roselia-2 was simply an extension of Roselia-1, the licenses were amalgamated and all proper approvals were obtained from the Chief Town Planner, Haryana.

In his complaint to the Adjudicating Officer, Tyagi sought a refund of the amount paid, compensation for emotional distress, and legal reparation under the Real Estate (Regulation and Development) Act, 2016. The complaint was dismissed, with the Authority finding that jurisdiction to act against project registration violations lay not with the Adjudicating Officer, but with the Authority itself. Upon appeal, the tribunal found no basis to interfere with the dismissal. The tribunal clarified that Tyagi could pursue compensation if he was misled by advertisement, and that any refund claim should be pursued as a complaint before the Authority according to law.

The tribunal further observed that issues regarding project amalgamation and the intermingling of licenses involved potentially misleading conduct but required examination by HRERA and the Directorate of Town and Country Planning (DTCP), Haryana. If these agencies found substance in Tyagi's allegations, appropriate action under RERA provisions could follow. The tribunal noted responsibility for investigating registration and amalgamation irregularities rested with these administrative bodies, not the appellate tribunal.

Accordingly, the appeal was disposed of with directions to forward the order to all parties, HRERA Gurugram, and DTCP Haryana, instructing them to submit their findings within two months. No relief was granted to Tyagi at this stage, with the tribunal stressing that only the proper Authority had jurisdiction over both compensation and regulatory issues raised. The file was consigned to record upon completion of procedures. This judgment reflects the Tribunal's emphasis on jurisdictional clarity, regulatory oversight, and due process for real estate consumers' grievances in Haryana.

**APPELLANT: ASHIANA REALTECH PRIVATE LIMITED NOW KNOWN AS
MOVISH REALTECH PVT. LTD**

RESPONDENT: SANDEEP YADAV

CORAM: JUSTICE RAJAN GUPTA (CHAIRPERSON)

RAKESH MANOCHA MEMBER (TECHNICAL)

ORDER DATE: 01.08.2025

Appellant Representative: Mr. Kamaljeet Dahiya, Advocate

Respondent Representative: Mr. Irshaan Singh Kakar, Advocate

Mr. Kunal Thapa, Advocate

Gist: The document is a legal order from the Haryana Real Estate Appellate Tribunal dated August 1, 2025, concerning Appeal No. 392 of 2024 involving Ashiana Realtech Pvt. Ltd. (now Movish Realtech Pvt. Ltd.) as appellant and Sandeep Yadav as respondent. The appeal challenges a 2022 order granting possession to the respondent and delayed possession charges. The appellant sought condonation for a 671-day delay in filing the appeal, which was rejected due to unconvincing reasons and lack of diligence. The Tribunal dismissed the appeal and ordered the pre-deposit amount to be refunded to the respondent along with interest, emphasizing protection of consumer interests in real estate disputes.

The Haryana Real Estate Appellate Tribunal, in its decision dated August 1, 2025, dismissed Appeal No. 392 of 2024 filed by Ashiana Realtech Private Limited (now Movish Realtech Pvt. Ltd.) against an order passed by the Haryana Real Estate Regulatory Authority (HARERA), Panchkula, on April 27, 2022. The original order had granted possession of the residential unit to the respondent-allottee, Sandeep Yadav, along with delayed possession charges from the deemed date of offer of possession to the actual offer date. The appellant challenged this decision but filed the appeal after a delay of 671 days, accompanied by an application seeking condonation of delay supported by an affidavit from its authorized representative. The appellant argued that the delay was due to the pendency of a review application before the Authority, which was disposed of on April 11, 2023, and the order uploaded on April 18, 2023, and that the delay was neither intentional nor deliberate.

The Tribunal examined the legal principles governing condonation of delay, referencing the Supreme Court's judgment in Pathapati Subba Reddy Died by L.Rs. Ors. v. The Special Deputy Collector LA, which emphasized that while a liberal and justice-oriented approach should be adopted, it cannot override the substantive law of limitation under Section 3 of the Limitation Act. The Court outlined that delay condonation is discretionary, and factors such as inordinate delay, negligence, and lack of due diligence weigh heavily against it. Merely citing the filing of a review application does not justify prolonged inaction, especially for a corporate entity with adequate legal and financial resources. The Tribunal found the appellant's reasons for delay to be specious and unconvincing, noting that as a real estate company, it had the means to act promptly and could not claim ignorance or hardship like an illiterate litigant.

Further, the Tribunal highlighted that under Section 44(2) of the Real Estate (Regulation and Development) Act, 2016 (RERA), appeals must be filed within 60 days, a deadline the appellant failed to meet without sufficient cause. The delay of over 671 days was deemed inordinate, and no credible explanation was provided to justify such lapse. Consequently, the application for condonation of delay was dismissed, leading to the dismissal of the appeal itself. The Tribunal also addressed the issue of pre-deposit, citing Section 43(5) of RERA, which mandates that promoters appealing against orders involving return of money to allottees must deposit the full amount, including interest and compensation, before the appeal is entertained. This provision aims to protect homebuyers, who are typically at a disadvantage compared to promoters.

In light of the appeal's dismissal, the Tribunal directed that the pre-deposit amount be remitted to the respondent-allottee through the Authority, along with accrued interest, subject to applicable tax deductions. The decision underscored the legislative intent of RERA to safeguard consumer interests in real estate transactions by imposing stricter obligations on promoters. The file was subsequently consigned to records.

MAHARASHTRA REAL ESTATE APPELLATE TRIBUNAL

APPELLANT: BHARAT MANEKLAL PAREKH

RESPONDENT: ASHWIN POPATLAL DEDHIA & ORS.

CORAM: SHRI S. S. SHINDE J., CHAIRPERSON &

SHRI SHRIKANT M. DESHPANDE, MEMBER (A)

ORDER DATE: 12.08.2025

Appellant Representative: Adv. Mr. Omprakash Parihar

Respondent Representative: Adv. Ms. Jayshree Gilra

Gist: The Maharashtra Real Estate Appellate Tribunal upheld an Authority order directing the promoters to hand over possession of a booked flat and pay interest for delay. The applicant promoter sought waiver from mandatory pre-deposit of the payable amount under RERA Act, 2016, claiming non-promoter status. The Tribunal found the applicant was a promoter and assignee per partnership retirement deed and RERA's promoter definition, thus liable for statutory compliance. The waiver application was rejected, emphasizing mandatory pre-deposit before hearing an appeal to protect allottee interests. The applicant was ordered to deposit the full payable amount including interest within two weeks or risk dismissal of the appeal.

The Maharashtra Real Estate Appellate Tribunal (MREAT) recently passed a significant ruling affirming the rights of homebuyers and the obligations of promoters under the Real Estate Regulatory Authority Act (RERA), 2016. The case involved a promoter who was directed to hand over possession of a flat on a specific date as per the original agreement for sale with the allottee. The promoter had sought to extend the possession date unilaterally through MahaRERA's registration, claiming delays and relying on government approvals and other factors beyond their control. However, the Tribunal held that such unilateral extensions without the consent of the homebuyers were illegal and impermissible.

The Tribunal emphasized that the original possession date stated in the agreement for sale remains binding unless mutually agreed otherwise by the promoter and the allottee. It rejected the promoter's argument that the extended possession date as per the MahaRERA certificate could override the contractual possession date. Doing so safeguards buyers from arbitrary delays and protects their contractual rights. The ruling reaffirmed that allottees are entitled to statutory interest for each month of delayed possession from the original agreed date under Section 18 of the RERA Act, regardless of external factors or dates unilaterally extended by promoters or regulatory authorities.

The Tribunal also addressed the promoter's attempt to claim relief from delays citing the COVID-19 pandemic under a "moratorium period" issued by MahaRERA. The Tribunal ruled this was not applicable because the original possession date was well before the pandemic. Further, force majeure clauses in contracts must explicitly include pandemics or epidemics to excuse delays on such grounds, which was absent in this case. Thus, no exemption from interest liability was granted for pandemic-related delays.

This judgment is consistent with the legislative intent of RERA to strengthen consumer confidence and ensure accountability of promoters in delivering projects on time. It reinforces that statutory interest on delayed possession is an indefeasible right of homebuyers and cannot be overridden by unilateral actions or changes in regulatory registrations. The ruling limits promoters' ability to bypass contractual obligations through claims of external delays and enforces adherence to originally agreed timelines unless consented to by buyers.

In another related case, the Tribunal clarified the promoter's liability when a retiring partner from a promoter firm receives constructed property as per a retirement deed and then sells it to an allottee. The Tribunal held that such an individual is deemed a promoter under RERA and is liable to comply with the law, including pre-depositing the amount payable to the allottee before filing an appeal with the Appellate Tribunal. The Tribunal rejected the promoter's waiver application of this pre-deposit requirement, emphasizing the necessity of protecting allottee interests and safeguarding amounts payable in delayed possession cases.

Together, these rulings demonstrate the Tribunal's firm stance on enforcing promoter accountability, safeguarding buyer rights, mandating adherence to original possession timelines, and ensuring that avenues of appeal are balanced with protections for allottees. The decisions are a strong reminder to promoters about the legal and financial consequences of delayed possession and the importance of following RERA's procedural and substantive requirements to avoid protracted litigation and penalties.

APPELLANT: 1. MR. VIRENDRA SHRIDHAR PATIL

2. LATE MR. SHRIDHAR SHAMGONDA PATIL

RESPONDENT: M/S. SHIVAM MEGASTRUCTURES PVT. LTD.

**CORAM: SHRIS. S. SHINDE J., CHAIRPERSON &
SHRIKANT M. DESHPANDE, MEMBER (A)**

ORDER DATE: 13.08.2025

Appellant Representative: Adv. Ms. Rupali Patil

Respondent Representative: Adv. Mr. Sariputta Sarnath

Gist: The Maharashtra Real Estate Appellate Tribunal heard an appeal involving appellants who booked a flat in the Godrej Tranquil project and paid a booking amount of Rs. 99,000. They later withdrew within a month, requesting a refund due to the project's location in an SRA Zone. The RERA Authority initially dismissed their complaint, citing no promoter default, but the Tribunal overturned this decision. The Tribunal ruled the promoter must refund the full booking amount with interest, as the appellants were entitled to withdraw and no significant loss to the promoter was shown. The appeal was allowed, directing the refund with interest to be paid within 30 days to meet the ends of justice.

The Maharashtra Real Estate Appellate Tribunal adjudicated an appeal concerning a dispute between appellants and the promoter, Ms. Shivam Megastructures Pvt. Ltd., regarding a flat booked in the project "Godrej Tranquil." The appellants, who had paid a booking amount of Rs. 99,000 on May 27, 2017, discovered shortly afterwards that the project was located in an SRA (Slum Rehabilitation Authority) zone, which was not as represented by the promoter. Within less than a month of booking, the appellants sent an email expressing their desire to withdraw from the project and requested a refund of the booking amount. However, the promoter neither processed the refund nor provided a response despite follow-ups, leading the appellants to file a complaint under the Real Estate Regulation and Development Act, 2016 (RERA Act).

The Maharashtra Real Estate Regulatory Authority (MahaRERA) initially dismissed the complaint on November 9, 2023, reasoning that the promoter had no default since the project was completed and possession was granted with an occupation certificate obtained on August 16, 2022. Moreover, the Authority noted the appellants had not fulfilled payment obligations beyond the booking amount, thus were considered defaulters, and dismissed the case with a cost penalty on the appellants. The Authority applied Section 18 of the RERA Act during this decision, which pertains to promoter failure to deliver possession, finding it inapplicable in this case.

Dissatisfied, the appellants appealed to the Maharashtra Real Estate Appellate Tribunal, which re-examined the facts and found merit in their claim. The Tribunal highlighted that the withdrawal and refund request occurred within a short period after booking, and no substantial evidence was shown by the promoter to justify forfeiture or withholding of the booking amount. It was noted that the appellants never signed a binding booking form with forfeiture clauses, and the promoter failed to demonstrate any losses or expenses warranting deduction from the refund. The Tribunal emphasized that the object of the RERA Act is consumer protection, and any amount paid by homebuyers should be returned upon valid withdrawal unless the promoter proves genuine costs.

Exercising inherent powers under the applicable regulations, the Tribunal set aside the Authority's impugned order, ordering the promoter to refund the full booking amount of Rs. 99,000 to the appellants along with interest compounding from the date the amount was received on May 30, 2017. The interest was characterized as compensation for the promoter's use of money rather than a penalty. The Tribunal mandated the refund be made

within 30 days of the order, failing which further interest would accrue on the outstanding sum until it is fully paid.

The Tribunal's decision serves as a significant precedent reinforcing the protection of homebuyers' interests under RERA, especially in cases where the promoter's representations are contradicted by ground realities such as project location. It also clarifies that forfeiture clauses must be explicitly agreed upon and reasonable, rather than arbitrary, to stand scrutiny under the law. This case underlines the necessity for promoters to act fairly and transparently and validates the right of allottees to withdraw and receive refunds when justified, promoting greater accountability in the real estate sector.

RAJASTHAN REAL ESTATE REGULATORY AUTHORITY

COMPLAINANT: JASVEER SINGH & ORS.

RESPONDENT: INDIAN RAILWAY WELFARE ORGANISATION

CORAM: SMT. VEENU GUPTA, HON'BLE CHAIRPERSON

ORDER DATE: 07.07.2025

Complainant Representative: Mr. Jasvir Singh Hunjan

Respondent Representative: Mr. Yogesh Sharma(Advocate)

Gist: The Rajasthan RERA rejected the respondent's preliminary objection citing res judicata, allowing the complainant to pursue her refund and delay compensation claims despite a prior Lok Adalat order. The Lok Adalat had explicitly permitted approaching RERA for further relief. RERA clarified that Lok Adalat proceedings do not meet res judicata requirements under CPC Section 11. The matter will proceed on merits under RERA's jurisdiction.

The Rajasthan Real Estate Regulatory Authority (RERA), Jaipur, issued an order on Complaint No. RAJ-RERA-C-N-2024-7004 filed by Jasvir Singh & Ors. against the Indian Railway Welfare Organisation (IRWO) concerning delayed and incomplete possession of Unit No. E-77 in the "Rail Vihar Kota" project, registered as RAJ/P/2017/496. The complainant sought a refund of ₹31,09,761 allegedly paid in excess, along with delay interest amounting to ₹13,11,159 at 10.50% per annum for the period from December 3, 2018, to February 4, 2021, due to the respondent's failure to deliver possession on time.

The project, developed on a "no profit, no loss" basis for serving and retired Indian Railways employees, was scheduled to commence in July 2014 and expected to complete by January 2016. The complainant was allotted Unit No. E-77 and had paid the full amount of ₹53,64,899 by December 28, 2020. Despite full payment, possession was handed over on February 4, 2021, although the unit was incomplete and uninhabitable, prompting the complaint for refund and interest.

The respondent raised a preliminary objection citing the principle of res judicata under Section 11 of the Civil Procedure Code, 1908. They contended that the matter had already been heard and decided by the Hon'ble Permanent Lok Adalat in an order dated March 13, 2020. The respondent submitted that since the issue had been adjudicated between the same parties, the complainant was barred from relitigating it before RERA.

The complainant countered this objection, highlighting that the Lok Adalat's order granted her explicit liberty to approach the competent authority for further relief. The quoted portion of the Lok Adalat's order stated that the complainant was entitled to seek action under the RERA Act or other authorities and that any outstanding dues were subject to specific terms until possession was delivered.

After hearing both parties and examining records, the RERA Authority rejected the respondent's preliminary objection. It held that the Lok Adalat order did not bar the complainant's claim before RERA and clarified that the principle of res judicata applies strictly under four conditions: (1) the matters in both proceedings are the same; (2) the parties or their representatives are the same; (3) the issue was adjudicated by a competent court; and (4) the decision was on merits. In this case, Lok Adalat proceedings did not satisfy these conditions.

Furthermore, RERA affirmed its status as a specialized forum established for the protection of homebuyers' rights and enforcement of timely project delivery under the Real Estate (Regulation and Development) Act, 2016. The relief sought in this complaint—refund, compensation, and determination of possession validity—was squarely within RERA's jurisdiction under relevant sections of the Act.

Based on these reasons, the Authority disallowed the respondent's preliminary objections and directed that the complaint be heard on merits. The order thereby ensured the complainant's right to pursue claims for delay and refund before RERA despite prior Lok Adalat adjudication, strengthening buyers' protection mechanisms under the Act.

This ruling reinforces the principle that specialized statutory forums like RERA have independent jurisdiction to safeguard homebuyers' interests and resolve real estate disputes, regardless of proceedings in other quasi-judicial forums not meeting full civil procedural standards. It also highlights that prior settlements or orders do not necessarily preclude fresh claims if statutory rights remain unaddressed.

COMPLAINANT: KANHAIYA LAL KUMAWAT & ORS.

RESPONDENT: SHREE AASHRYA GOLD

CORAM: SMT. VEENU GUPTA, HON'BLE CHAIRPERSON

ORDER DATE: 14.07.2025

Complainant Representative: Mr. Kanhaiya Lal Kumawat

Respondent Representative: Mr. Peeyush Ganguli(Advocate)

Gist: The Rajasthan RERA ordered Shree Aashrya Gold to refund ₹7,35,523 with 11.10% interest to the complainants due to failure to deliver possession of Unit CL-511 by the agreed date. The developer's provision of an alternate unit and partial rent payments did not fulfill the contractual obligation. The project unit remains incomplete without a completion certificate. The complaint was disposed with these directions.

The Rajasthan Real Estate Regulatory Authority (RERA), Jaipur, adjudicated Complaint No. RAJ-RERA-C-N-2024-7371 filed by Kanhaiya Lal Kumawat & Ors. against the developer, Shree Aashrya Gold, concerning the delay in possession of Unit CL-511, Tower C-4, in the registered group housing project “Shree Aashrya Gold” (Registration No. RAJ/P/2017/238). The complaint was filed under Section 31 of the Real Estate (Regulation and Development) Act, 2016 (“the Act”).

The complainants had entered into a Flat Buyer's Agreement dated June 25, 2017, for the purchase of the said unit, with an agreed possession date of June 30, 2022, along with a six-month grace period. The total agreed sale consideration was ₹12,98,115, of which ₹7,35,523 had been paid by the complainants, as shown in the ledger exhibited by the respondent. However, the complainants contended that the developer failed to hand over possession within the stipulated timeframe and therefore sought refund of the paid amount alongside delay interest.

The developer raised a preliminary objection stating that, as per the provisions of the Act, any grievance should first be taken to the RERA Conciliation Forum for amicable settlement. Since the complainants directly approached the Authority without seeking conciliation, the developer sought referral of the complaint to the Forum. On merits, the developer submitted that an alternate unit (No. 414 in Block C-5) had been allotted as temporary accommodation to the complainants as of June 5, 2023, which was acknowledged and accepted by them. The delay was attributed to force majeure events, and accordingly, the developer sought extensions from the Authority. Partial completion certificates for other blocks (C-1, C-5, and C-6) were said to have been obtained from the Jaipur Development Authority (JDA) on January 9, 2025, along with approved building plans. Further, the developer contended that the complainants had defaulted on timely payment of outstanding dues amounting to ₹5,62,592 under the agreed payment plan, which allegedly hampered the timely completion of the project. It was clarified, however, that the allotment of Unit CL-511 had not been canceled and the project was nearing completion. The developer, therefore, prayed for dismissal of the complaint without any refund or interest.

Upon examining the submissions and documents, the Authority found that the completion certificate for Tower C-4, where the complainants’ original unit is located, had not been obtained by the developer. The unit itself remained incomplete, and no formal offer of possession had been made to the complainants to date. The provision of an alternate unit in 2023 was significantly delayed beyond the possession date. The developer had agreed to pay interim rent as compensation for this arrangement, but these payments stopped after February 2025. The contention that the provision of a temporary unit absolved the developer from liability to deliver the originally booked unit was rejected by the Authority as untenable. The original contractual obligation to provide possession within the stipulated timeline remained binding.

Consequently, the Authority concluded that the developer had failed to fulfill the possession obligation within the agreed timeline under the Buyer’s Agreement. It ordered the developer to refund the entire amount deposited by the complainants—₹7,35,523—

along with delay interest at a prescribed rate of 11.10% per annum (comprising 9.10% SBI highest MCLR plus 2%) calculated from the expected possession date, June 30, 2022, until full refund is made. With these directives, the complaint was declared disposed.

This order emphasizes the developer's binding obligation to deliver possession as per the terms of the agreement, notwithstanding temporary arrangements or partial payments. It underscores that non-possession beyond agreed dates invites statutory consequences, including refund with interest. The case also clarifies that completion certificates specific to the concerned unit/block are essential for possession, and failure to obtain these suitably impacts the developer's obligations. Overall, the Authority's decision reinforces protection of homebuyers' rights and strict enforcement of project timelines under RERA regulations.

COMPLAINANT: 1. RAMESH KUMAR

2. SANDEEP YADAV

3. MANISH ANAND

4. DINESH KUMAR

5. SANJAY KUMAR MITTAL

6. OM PRAKASH SINGH

RESPONDENT: GENNEXT INFRATECH PVT. LTD

CORAM: HON'BLE MEMBER SUDHIR KUMAR SHARMA

ORDER DATE: 15.07.2025

Complainant Representative: Divyanshu Saraswat (Advocate)

Respondent Representative: Yogesh Sharma (Advocate)

Gist: RAJ-RERA directed refunds with interest to two complainants whose investments were transferred to a registered project; four others were denied relief due to lack of jurisdiction, but may seek remedies in other forums without limitation bar, as their projects remained unregistered and incomplete.

The Rajasthan Real Estate Regulatory Authority (RAJ-RERA), Jaipur, issued a common order dated 15 July 2025 regarding six complaints filed under Section 31 of the Real Estate (Regulation and Development) Act, 2016. The complaints were brought forward by Ramesh Kumar (2022-5103), Sandeep Yadav (2022-5104), Manish Anand (2022-5105), Dinesh Kumar (2022-5106), Sanjay Kumar Mittal (2022-5118), and Om Prakash Singh (2022-5225) against the respondent, Gennext Infratech Pvt. Ltd., concerning the delayed and incomplete delivery of real estate projects primarily identified as "The Fort View Residency" and, in one case, "Heritage Villas" situated in Neemrana, Alwar, Rajasthan.

Each complainant had entered into agreements to purchase units or plots between 2014 and 2016, paying substantial amounts ranging from ₹5,65,000 to ₹11,81,000. Despite the agreements specifying possession dates from 2017 to 2019, possession had not been granted even after a delay of 7–8 years. The complainants sought refunds along with interest from the date of their respective payments, contending that the promoter had failed to honor contractual obligations and that the project was never registered with the Authority.

The respondent-promoter, while not submitting detailed replies, contended that the projects in question were not ongoing within the meaning of Section 3 of the Act, primarily because "The Fort View Residency" was launched in 2014 and the application for Change of Land Use (CLU) was eventually rejected following a Rajasthan High Court judgment in 2017.

The promoter claimed that the project was cancelled, thus it neither constituted an ongoing project nor was liable to registration under RERA. Further, it was argued that the transferred investments and allotments to another project ("Vrindavan Enclave") were done with the complainants' consent and no further demand letters had been issued post-2017. The promoter asserted the lack of jurisdiction for RAJ-RERA to adjudicate the complaints due to the project's unregistered status and absence of requisite approvals.

During hearings, complainants' counsel highlighted several concerns, notably the lack of transparency from the promoter regarding CLU application dates and the pendency of writ petition 1554/2004, of which the promoter was aware during the sale agreements. It was also asserted that transfer of rights to other projects was done under compulsion, impairing complainants' rights to seek criminal sanctions. The promoters, conversely, emphasized that CLU applications were contemporaneous with judicial proceedings and ultimately rejected in July 2017. They further maintained the project was never advertised or units sold after RERA came into force in May 2017.

The Authority, after reviewing records, made important distinctions among the complaints. For Sandeep Yadav (2022-5104) and Sanjay Kumar Mittal (2022-5118), their units were transferred in August 2021 from "The Fort View Residency" (unregistered) to "Maharana Mansion," a registered project with RAJ-RERA (RAJ/P/2020/1376). Maharana Mansion was verified as an "IN PROGRESS" project with a completion stage of 49% as per the latest progress reports. Although the records did not clearly establish whether the complainants expressly accepted the transfer offers, the Authority deemed that fresh commitments were made on the dates of the transfer letters, thereby entitling these complainants to refunds, together with interest at 11.10% per annum from the respective transfer dates.

For the remaining four complainants (2022-5103, 2022-5105, 2022-5106, 2022-5225), the Authority noted that their investments remained in unregistered projects and no subsequent transfers were effected to registered projects. Because "The Fort View Residency" failed to take off and was not registered due to the rejected CLU and the antecedent High Court ruling, the Authority concluded that it lacked jurisdiction to grant relief under RERA. Nevertheless, these complainants retained the liberty to seek remedies or refund before other appropriate forums, and it was clarified that their right to do so would not be negated by the Limitation Act, 1963, simply due to prior pursuit before RAJ-RERA.

In conclusion, the Authority ordered the refund of the full amounts paid by Sandeep Yadav and Sanjay Kumar Mittal along with applicable interest, to be executed within 45 days of the order being published. For the remaining complainants, the Authority declined relief but expressly permitted recourse to alternative legal remedies without limitation-related impediment. The order, signed by Sudhir Kumar Sharma, RAJ-RERA Member, was to be communicated to all concerned parties and made publicly available.

COMPLAINANT: 1. GEETA DEVI

2. HANUMAN SAHAI LOKANDA

RESPONDENT: 1. UNIQUE SHRI LLP

2. M/S UNIQUE BUILDERS AND DEVELOPERS

CORAM: HON'BLE SHRI R.S. KULHARI, ADJUDICATING OFFICER

ORDER DATE: 05.08.2025

Complainant Representative: Mr. Suveer Gaur (Advocate)

Respondent Representative: Mr. Rubal Tholia (Advocate)

Gist: The complainants filed a complaint before the Rajasthan Real Estate Regulatory Authority against Unique Shri LLP and M/s Unique Builders due to delayed possession of their flat in the "Unique Abhinandan" project. The Authority determined the promoter was responsible for the delay and consequently directed payment of compensation at the rate of 1% per annum on the deposited amount from 14.09.2021 until a valid offer for possession is provided. Additionally, Rs. 30,000 was awarded to the complainants for mental and physical agony, and Rs. 20,000 towards litigation costs. The respondents were ordered to comply with these directions within 45 days from the date of the order.

The Rajasthan Real Estate Regulatory Authority, Jaipur, adjudicated Complaint No. RAJ-RERA-C-2024-7506 filed by Geeta Devi and Hanuman Sahai Lokanda ("complainants") against Unique Shri LLP and M/s Unique Builders and Developers ("respondents") seeking compensation under Section 31 of the Real Estate (Regulation and Development) Act, 2016 and Rule 36 of the RERA Rules, 2017. The complainants had booked Flat No. III-B-14 in the respondent's project "Unique Abhinandan" for a total sale consideration of ₹13,80,650 and paid a total of ₹14,28,515 in stages since October 2017 without any payment defaults. They also availed a housing loan at an interest rate of 11.10% per annum. Despite this, the respondents failed to complete the project by the agreed possession date of 13 September 2021, and no valid offer of possession was issued. The complainants thus sought possession along with interest and further compensation of ₹3,00,000 for rent paid, ₹5,00,000 for mental agony, and litigation costs.

The respondents did not dispute the booking, the amount received, or the agreed possession date. However, they cited unforeseen circumstances—namely, the Covid-19 pandemic, shortages of raw material and funds, non-payment by other allottees, and an overall market slowdown—as reasons for the delay. They emphasized that extensions had been granted by RERA due to these force majeure conditions, and a partial completion certificate was obtained on 3 July 2023, with a possession offer made to the complainants on 5 April 2024.

Counsel for the complainants argued that RERA's earlier order dated 13 May 2025 directed the respondents to pay interest at 11.10% p.a. from 14 September 2021 until a valid possession offer, excluding the Covid-19 moratorium period, but only at a simple interest rate, whereas the complainants themselves pay compound interest on their housing loan, incurring greater financial loss. It was also asserted that over ₹3,00,000 had been paid as rent for alternative accommodation. The complainants contended that the interest awarded by RERA did not fully compensate their losses, which included both the rent paid and the compounded interest liability, and sought additional compensation for mental agony and legal costs.

The respondents countered that the simple interest awarded by RERA was sufficient to cover any financial loss and that no additional compensation was warranted since possession was already being handed over. They insisted the delays were due to circumstances beyond their control and that the extensions were granted in light of the same.

Upon review, the Adjudicating Officer found the promoter responsible for ensuring timely completion and arranging resources, rejecting the respondents' claim of lacking fault. The officer clarified that extensions granted by RERA were without prejudice to the rights of

allottees, and thus the complainants retained the right to compensation. Since the complainants paid compound interest (over 12% p.a.), which exceeded the simple interest awarded, they would incur additional financial losses until possession is delivered. The officer concluded that the difference of 1% p.a. between the compound and simple interest should be awarded as compensation for the period of delay beyond the agreed possession date.

While the complainants sought reimbursement for rent paid during the delay, the tribunal did not find merit in this claim. It noted that the interest from RERA's order would sufficiently compensate them, as they would have otherwise used their own flat and paid interest on the loan in any scenario. The tribunal determined that awarding rent, in addition to interest and compensation, would result in unjust enrichment for the complainants and undue burden on the respondents.

However, the adjudicating officer recognized the complainants' mental and physical agony due to the delay, awarding ₹30,000 for mental anguish and ₹20,000 for legal costs. The final order directed the respondents to pay:

1. Additional 1% p.a. interest (as compensation) on the deposited amount for the delay period post-13 September 2021 up to the valid offer of possession.
2. ₹30,000 for mental and physical agony.
3. ₹20,000 as litigation costs.

The compliance of these directions was ordered within 45 days, and the decision was to be published on the RERA website and communicated to both parties by registered post.

COMPLAINANT: YUVRAJ PAL SINGH

RESPONDENT: VEERA DEVELOPERS PVT. LTD.

CORAM: SMT. VEENU GUPTA, HON'BLE CHAIRPERSON

ORDER DATE: 18.08.2025

Complainant Representative: Mr. Yuvraj Pal Singh(Advocate)

Respondent Representative: Mr. Jitesh Chugh(Advocate)

Mr. Vishal Choudhary(Advocate)

Gist: Rajasthan RERA directed Respondent No. 2 to restore the complainant's access and reconnect essential services, rejecting demands for maintenance charges prior to uninterrupted use. The complainant, having purchased the unit in good faith with a clear NOC, cannot be held liable for previous dues. The dispute over outstanding charges lies between previous owners, Respondent No. 2 and 3, and must be resolved separately. The complaint was disposed with compliance within 15 days.

The Rajasthan Real Estate Regulatory Authority (RERA), Jaipur, issued an order in Complaint No. RAJ-RERA-C-N-2024-7595 filed by Yuvraj Pal Singh against Veera Developers Pvt. Ltd. concerning access and maintenance issues related to a unit in the "Veera Gardens" group housing project, which is not registered with the Authority. The dispute primarily involves the complainant's inability to access his allotted unit and the

disconnection of essential services such as electricity and water by the respondent welfare association (Respondent No. 2), along with contested maintenance charges.

The complainant was allotted an LIG (Lower Income Group) unit No. C-208 through an online auction conducted by Respondent No. 3, Shriram Housing Finance Limited (now Truhome Finance Limited). Following the allotment, a sale deed was executed on January 19, 2024. The complainant acquired a No Objection Certificate (NOC) from Respondent No. 3, certifying that the unit was free from encumbrances.

However, Respondent No. 2, identified as Veera Garden Welfare Society, demanded approximately ₹1,00,000 as maintenance charges from the complainant covering the period since the sale deed's execution, as well as arrears amounting to ₹46,080 from 2018 to March 2023 and ₹17,840 from April 2023 to December 2023. The welfare association also prevented the complainant from accessing the unit and disconnected basic amenities, effectively forcing him to live elsewhere and incur additional expenses. The complainant sought relief to restore unrestricted access and restore all essential services and requested that maintenance fees be payable only from the date he regained full unit access.

Respondent No. 2 countered that the previous owners—Mr. Somen Biswas and Mrs. Karuna Biswas—were members of the welfare society who had defaulted on maintenance charges and loan EMIs with Respondent No. 3, with the last payments made in March 2023. Consequently, possession of the unit was taken over by Respondent No. 3. They asserted that Respondent No. 3 had full knowledge of the outstanding dues, evidenced by a legal notice dated December 4, 2023. Despite this, Respondent No. 3 sold the unit without informing the complainant of the unpaid dues or obtaining a valid NOC from Respondent No. 2. Respondent No. 2 maintained that the disconnection of services occurred before the complainant's purchase due to non-payment of dues, and thus the dispute was primarily between the complainant and Respondent No. 3. Accordingly, they prayed for dismissal of the complaint and asked that Respondent No. 3 be ordered to clear the dues.

Respondent No. 3 denied awareness of any encumbrances and contended that no relief was sought against them in the complaint, requesting dismissal in their favor.

After hearing both parties and reviewing the documents, RERA observed that Respondent No. 3 had issued a No Encumbrance Certificate, which concealed the existence of outstanding dues, amounting to material non-disclosure and misrepresentation towards the complainant. The Authority recognized that the dispute over the outstanding maintenance charges was among the previous owners, Respondent No. 2, and Respondent No. 3, and that the complainant purchased the unit in good faith with a clear NOC. Thus, the complainant should not be held liable for dues prior to his purchase. The actions of Respondent No. 2 in restricting the complainant's access and cutting off utilities were deemed unlawful harassment.

Accordingly, RERA directed that Respondent No. 2 immediately restore access to the complainant's unit and reconnect all essential services like electricity and water. The complainant was held liable to pay maintenance charges only from the date he was allowed

uninterrupted use of the unit, and any charges demanded before that were not tenable. Furthermore, the Authority advised the concerned parties involved in the dispute regarding outstanding dues—Respondent No. 2, Respondent No. 3, and the previous owners—to resolve the matter amicably or before the competent forum, stating that it would not intervene in that dispute.

The compliance with the order was directed to be completed within 15 days. With these directions, the complaint was disposed of.

This order upholds the buyer's rights in a sale executed in good faith and condemns the non-disclosure of encumbrances by the seller's side. It highlights that maintenance dues prior to ownership transfer cannot be forced on a bona fide purchaser, and restrictions on access and utilities constitute harassment. The judgment serves as a protector of homebuyer interests, emphasizing restoration of possession and services, and defers the lien dispute to appropriate forums.

COMPLAINANT: 1. NITA GUPTA

2. ASHOK GUPTA

RESPONDENT: RADHAKRISHNA BUILDTech PRIVATE LIMITED & ORS.

CORAM: SUDHIR KUMAR SHARMA

ORDER DATE: 19.08.2025

Complainant Representative: Unnati Vijay, Nisha Gandhi, Manan Gupta (Advocate)

Respondent Representative: Amit Chhangani (Advocate)

Gist: RAJ-RERA adjudicated two complaints concerning the incomplete "Coral Studio 2" project in Jaipur, where Nita Gupta and Ashok Gupta paid ₹15,00,000 each yet faced indefinite delays and lack of promised amenities. Landowners were absolved of liability due to the developer holding all conveyance rights under a power of attorney, making Radhakrishna Buildtech solely responsible for project delivery. The Authority ordered the developer to refund the deposited amount to each complainant with 10.9% interest, directing compliance within 45 days of order publication.

The Rajasthan Real Estate Regulatory Authority (RAJ-RERA), Jaipur, in an order dated 19 August 2025, addressed two complaints—RAJ-RERA-C-N-2023-6869 and RAJ-RERA-C-N-2023-6870—filed by Nita Gupta and Ashok Gupta against Radhakrishna Buildtech Private Limited and other associated parties. The complaints concerned the registered project "CORAL STUDIO 2" (Registration No. RAJ/P/2017/484), located in Jawahar Circle, Jaipur.

Both complainants had purchased flats in the project in July 2018, executing Agreements to Sale for Unit Nos. 311 and 304, respectively. The total sale consideration for each unit was ₹15,60,000, out of which both complainants paid ₹15,00,000. The developer committed that possession of the flats would be given by 31 March 2020. However, as of the date of the complaints, the project remained incomplete, and the common areas and amenities such as passages, corridors, water pipes, electrical fittings, and drainage systems were not provided. The project had been classified as "LAPSED" on the RAJ-RERA portal, prompting the complainants to seek a refund of all deposited amounts along with interest from the date of payment.

The respondents included Radhakrishna Buildtech Private Limited (the developer) and five other respondents identified as landowners of the plot, as well as an additional party, the co-promoter. The landowners responded that their involvement was strictly limited to ownership of the land; they had entered into a development agreement and executed a power of attorney in favor of Radhakrishna Buildtech for the project, granting the developer all rights to construct, sell, and operate the project on their behalf. The landowners argued that payments from allottees were received solely by the developer, and that maintenance and completion of amenities, common areas, and facilities were the developer's responsibility. Accordingly, they requested dismissal of the complaints against them and release from any liabilities claimed by the complainants.

The developer, acting through respondent number 6, submitted that he was the co-promoter pursuant to a development agreement with the landowners and that unforeseen events—including shortages of sand and raw materials, labor issues, and disruptions owing to the COVID-19 pandemic—hampered completion of the project. Despite these obstacles, the developer asserted that over 90% of the site work had been completed, and sought extension from RAJ-RERA to continue the project until 31 March 2024. The developer prayed for dismissal of the complaints on the grounds that efforts to complete the project were ongoing and substantial progress had been made.

During adjudication, the Authority examined several key documents, including the development agreement (dated 07 February 2014) and the power of attorney (dated 11 February 2014). These documents mandated the developer to construct and deliver the flats with essential facilities at his own cost, and provided that sale proceeds would be deposited in a special escrow account operated jointly by the developer and the landowners, dividing the proceeds in a fixed ratio. Nevertheless, the Authority noted that the actual agreements to sale with the allottees had been executed by Radhakrishna Buildtech, both in his own capacity and on behalf of the landowners.

Applying Section 2(zk) of the RERA Act, 2016, and referencing earlier guidance issued by the Authority in 2020, the Authority held that in this scenario, the developer—who possessed full powers of sale and conveyance—should be treated as the sole promoter of the project for the purpose of liability. The status of "CORAL STUDIO 2" on the RERA portal showed only 0% completion and no valid Completion or Occupancy Certificates had been uploaded. The Authority determined that the complainants could not be expected to wait indefinitely given the long lapse since the execution of their agreements and the persistent lack of possession.

Consequently, RAJ-RERA directed Radhakrishna Buildtech Private Limited to refund the entire amount of ₹15,00,000 to each complainant, along with interest at 10.9% per annum (comprising SBI's highest MCLR of 8.9% plus 2%) from the date of deposit until realization. Compliance was mandated within 45 days of the order's publication. The order clarified that landowners, in view of their legal status, bore no liability in respect of the complaints, while exclusive responsibility was conferred upon the developer for delays and omissions. This decision not only reinforces the legal distinctions between developers and landowners in development projects but also sets a precedent for consumer protection and enforcement under the provisions of the RERA Act.

HARYANA REAL ESTATE REGULATORY AUTHORITY**COMPLAINANT: MR. PUNEET KUMAR SHARMA****RESPONDENT: 1. PARDESI DEVELOPERS PRIVATE LIMITED****2. CMD BUILT TECH PRIVATE LIMITED****CORAM: DR. GEETA RATHEE SINGH, HON'BLE MEMBER****CHANDER SHEKHAR, HON'BLE MEMBER****ORDER DATE: 29.07.2025**

Complainant Representative: None for Complainant

Respondent Representative: Adv. Shubnit Hans. Ld. Counsel for the Respondent No.1.
None for Respondent No. 2

Gist: The Haryana Real Estate Regulatory Authority directed Pardesi Developers to refund ₹16,57,722 with ₹30,84,123 interest to Mr. Puneet Kumar Sharma for delayed possession of his Ushay Towers apartment. The complainant's contract was originally with CMD Built Tech Pvt. Ltd., but Respondent No. 1 took over the project in 2015 and assumed responsibility. The Authority found no occupation certificate was granted, making possession invalid. The refund must be paid within 90 days, failing which legal action will follow.

The case of Mr. Puneet Kumar Sharma versus Pardesi Developers Private Limited and CMD Built Tech Private Limited, decided by the Haryana Real Estate Regulatory Authority (HARERA), Panchkula, highlights the legal responsibilities of real estate promoters under the Real Estate (Regulation and Development) Act, 2016, and the repercussions of delayed possession and contractual defaults. Mr. Sharma booked Flat No. 803 in Crescent Tower of the Ushay Towers project in Kundli, Sonipat in 2007 and executed a builder-buyer agreement with CMD Built Tech Pvt. Ltd. in April 2010, agreeing to a total sale consideration of ₹35,94,001. He paid ₹16,57,722 towards the unit, with possession scheduled within 30 months from the date of sanction of building plans, which was interpreted as October 6, 2012.

Despite payments, possession was never offered, and the project remained incomplete due to disputes and complex litigation, including liquidation proceedings that delayed development for several years. Respondent No.1, Pardesi Developers, claimed they took over the project in 2015 and assumed all obligations from CMD Built Tech, including possession delivery and dues recovery. The respondent issued demand letters while the complainant continued to follow up, but no valid possession offer or occupation certificate was provided. The complainant sought either possession with waiver of interest or a refund of the amount paid along with interest.

HARERA found that the promissory buyer agreement and related correspondence confirmed the developer's responsibility and the complainant's payments. It was established that Respondent No.1 had effectively stepped into the shoes of Respondent No.2 following the transfer of the project license and assumed liability for completing the project, including handling the complainant's unit. However, despite their obligation, possession was not delivered, nor was an occupation certificate obtained, indicating the unit was not fit for possession.

The Authority scrutinized disputed claims regarding the amount paid and noted that although Respondent No.2 argued a partial adjustment of ₹10,00,000 against other dues, no proof existed that the complainant consented to such adjustment. Therefore, HARERA held Respondent No.1 liable to refund the entire amount of ₹16,57,722 with interest calculated at the State Bank of India's highest marginal cost of lending rate plus 2% (10.90% as of July 29, 2025). The interest accrued was computed at ₹30,84,123, payable until actual realization.

The Authority directed the respondent to complete payment within 90 days, failing which legal actions would follow. This ruling underscores the regulator's proactive stance in safeguarding consumer rights, emphasizing that promoters are mandated to honor contracts, deliver possession timely, secure necessary clearances, or refund monies with prescribed interest, thus fostering trust and accountability in the real estate sector.

COMPLAINANT: 1. MS. LALTESH SINGH

2. MR. BHUDEV SINGH

RESPONDENT: M/S MG HOUSING PVT. LTD.,

CORAM: DR. GEETA RATHEE SINGH (HON'BLE MEMBER)

CHANDER SHEKHAR (HON'BLE MEMBER)

ORDER DATE: 05.08.2025

Complainant Representative: Adv. Shikhar, Proxy counsel for Adv. Harshit Batra

Respondent Representative: None for Respondent

Gist: The Haryana Real Estate Regulatory Authority set aside the cancellation of a plot booked by Ms. Laltesh and Mr. Bhudev Singh in Anandam Estate, finding the developer at fault for delay and improper demands. The Authority directed the developer to pay delay interest at 10.90% on the amount paid by the complainants until valid possession is offered. The complainants must pay the balance consideration at the time of possession.

The case of Ms. Laltesh and Mr. Bhudev Singh versus M/s MG Housing Pvt. Ltd. before the Haryana Real Estate Regulatory Authority, Panchkula, sheds light on the interpretative and practical nuances of real estate law as per the Real Estate (Regulation and Development) Act, 2016. This matter arose when the complainants, having booked a plot (No. C-19, Block C, Anandam Estate, Sector-19 and 24, Dharuhera, District Rewari, Haryana) on 12 September 2015 and entering a buyer agreement dated 10 March 2016, were deprived of possession, which was contractually due by 30 September 2018. Despite making payments amounting to ₹10,45,000 of the total sale consideration of ₹52,74,200, the complainants stopped further installments owing to non-progress in project development, citing established legal principles articulated by the Supreme Court in Haryana Urban Development Authority v. Mrs. Raj Mehta. The respondent, however, raised substantial demands close to 61% of the basic sale price without substantiating the correlation between those demands and actual project milestones, eventually canceling the allotment on 28 May 2020.

Central to the dispute was whether such cancellation was lawful and whether the complainants were entitled to possession and delay interest. The respondent highlighted an arbitration clause, asserting that the matter must be settled through arbitration before being brought before the Authority. However, the Authority decisively relied on established

judicial precedents, affirming its jurisdiction under Section 79 of the RERA Act, which precludes civil courts from entertaining proceedings relating to matters under its domain and clarifies that remedies under RERA are concurrent with remedies available under other statutes such as the Consumer Protection Act. Thus, the arbitration clause could not oust the Authority's jurisdiction and the complaint was maintainable.

Upon reviewing the construction linked payment plan, the Authority found that the first three installments paid by the complainants were time linked and subsequent payments were subject to milestones that the respondent failed to meet. Despite this, the respondent raised demands for large sums long after failing to provide updates or legitimate demands between 2016 and 2019, and ultimately cancelled the allocation of the plot unlawfully. The Authority emphasized that the respondent's conduct was in contravention of the agreed terms—abruptly raising demands without evidence of progress and resorting to cancellation without adhering to contractual provisions regarding default. Furthermore, the Authority found that the respondent had not obtained the required occupancy certificate and held that force majeure claims, particularly regarding events post-dating the possession deadline, could not exonerate the promoter from contractual obligations.

Turning to relief, the Authority invoked Section 18 of the RERA Act and Rule 15 of the Haryana RERA Rules, awarding delay interest at the rate of SBI's highest marginal cost of lending rate (MCLR) +2%, which was 10.90% as of 5 August 2025, totaling ₹7,80,795 with further monthly interest until possession is validly offered. The Authority held the cancellation letter void and directed the promoter to pay the delay interest within 90 days, reaffirming the complainants' entitlement to possession upon payment of the balance. The principle articulated in this order upholds consumer rights against arbitrary developer conduct and underscores the regulatory protection provided by RERA, demonstrating the Authority's active enforcement of contractual and statutory obligations in the real estate sector.

COMPLAINANT: MOHIT JAIN

RESPONDENT: M/S. BST DEVELOPERS INDIA PVT LTD

CORAM: ASHOK SANGWAN, HON'BLE MEMBER

ORDER DATE: 06.08.2025

Complainant Representative: Vaibhav Jain (Advocate)

Respondent Representative: Vijay Yadav (Advocate)

Gist: The Haryana Real Estate Regulatory Authority, Gurugram dismissed Mohit Jain's complaint against BST Developers, ruling that no enforceable allotment or agreement existed and the booking amount was fully refunded. Without a formal contract, Jain had no statutory right under RERA to seek further remedy.

The case of Mohit Jain versus M/s BST Developers India Pvt Ltd., adjudicated by the Haryana Real Estate Regulatory Authority (HARERA), Gurugram, on August 6, 2025, presents an illustrative example of the legal requirements for enforceability of rights under the Real Estate (Regulation and Development) Act, 2016 (RERA) in Haryana's affordable housing sector. The dispute arose from Mohit Jain's attempted purchase of Plot No. 41 (Tower P) in the "Green Bhoomi" residential project in Sector 99A, Gurugram, for which he paid a booking amount of ₹14,00,000 via cheque on October 31, 2023. The agreed sale

price at the time of booking was ₹98,000 per square yard, but subsequent communications from the developer sought to revise the price to ₹1,00,000 per square yard and required 30% of the total consideration to be paid in cash or to alternative non-escrow accounts. As a salaried employee, Jain declined to make payments outside the escrow account, insisting that all amounts be paid in compliance with RERA regulations.

Despite repeated requests from Jain for execution of a Builder Buyer Agreement (BBA) and clarification of payment terms, the developer did not execute the BBA or issue an allotment letter. Instead, the developer refunded the full booking amount to Jain via RTGS on May 27, 2024, citing failure to reach a mutual agreement on the final price and method of payment. Jain's complaint before HARERA sought restoration of the booked plot and execution of the BBA, along with adherence to RERA-compliant payment procedures.

The developer, in its defense, maintained that the transaction never culminated in a binding agreement due to lack of mutual consent on essential terms, such as sale price and payment mode. The developer clarified that Jain's insistence on exclusive payment into the escrow account and refusal to make partial cash payments precluded execution of contractual documents. It was argued that, in the absence of a formal booking or allotment process—including submission of duly filled application forms and signing of all required documentation—Jain's claim lacked statutory foundation.

HARERA Gurugram, after careful consideration of documentary evidence and submissions by both parties, determined that no binding contract or formal allotment existed between Jain and the developer. Citing judicial precedents, including the Supreme Court decision in *M/s Imperia Structures Ltd v. Anil Patni* and Haryana's Appellate Tribunal decision in *Ankush Singla vs TDI Infrastructure Ltd.*, the Authority concluded that payment of a booking amount, without an allotment letter or executed sale agreement, does not confer the legal status of "allottee" under Section 2(d) of the RERA Act. Since Jain's booking amount had been completely refunded and no enforceable agreement had materialized, the Authority dismissed the complaint as non-maintainable, reiterating the necessity of formal documentation and mutual consensus for creation of rights under RERA.

MAHARASHTRA REAL ESTATE REGULATORY AUTHORITY

COMPLAINANT: 1. MRS. SANYUKTA SURESH FATATE

2. SURESH BASAWANAPPA FATATE

RESPONDENT: 1. SWARAJYA PROMOTER AND DEVELOPERS

(PARTNERSHIP FIRM)

2. SAMEER DNYANOBA KALE (PARTNER)

3. MADHUSUDAN NIVRUTTI NARALE (PARTNER)

CORAM: SHRI. RAVINDRA DESHPANDE, MEMBER 2 MAHARERA

ORDER DATE: 15.07.2025

Complainant Representative: Adv. Amruta Salunkhe

Respondent Representative: None for the Respondent

Gist: The Maharashtra Real Estate Regulatory Authority directed Swarajya Promoter and Developers to hand over possession of Flat No. 101 in Amrutwel Residency to the complainants within 60 days upon receiving the remaining payment. The respondents were also ordered to pay interest on ₹28 lakh from January 1, 2021,

until possession at SBI's highest marginal cost of lending rate plus 2%. Additionally, ₹20,000 was awarded to the complainants towards complaint costs.

The case before the Maharashtra Real Estate Regulatory Authority (MahaRERA) involves complaint no. CC0050000106561 filed by Mrs. Sanyukta Suresh Fatate and Mr. Suresh Basawanna Fatate against Swarajya Promoter and Developers and their partners regarding a delay in possession of a residential flat in the project "Amrutwel Residency," Pune. The complainants had entered into a registered agreement of sale on September 29, 2020, for a flat measuring approximately 40.70 square meters, with possession explicitly agreed to be delivered by December 31, 2020. They paid ₹28 lakh out of the total consideration of ₹30 lakh, relying on the builder's assurances and representations that possession would be delivered on time.

Despite the contractual commitment, the respondents failed to deliver possession within the stipulated period. The complainants faced considerable hardship, including paying rent for alternate accommodation and undergoing mental agony due to the uncertainty and delay. They sought interest for the delayed possession, compensation for incurred expenses, and the eventual handover of possession. It was contended that the delay was not justifiable by the COVID-19 pandemic circumstances since the contract was executed post-pandemic onset, and thus, the blame for delay rested squarely on the builders.

The respondents did not appear during the virtual hearings and failed to contest the complaint, leading the Authority to proceed ex parte. After reviewing the evidence and relevant contractual terms, the Authority observed that under Section 18 of the Real Estate (Regulation and Development) Act, 2016 (RERA), if a promoter fails to complete and deliver possession by the date specified in the agreement, they are liable to pay interest for every month of delay until actual possession. The interest is compensatory, balancing the loss and inconvenience borne by the purchaser.

The Authority found that the complainants had paid a substantial part of the consideration but had not been offered possession. Further, since occupation certificates were not obtained, possession could not be validly handed over. Accordingly, the Authority ordered the respondents to hand over possession of the flat within 60 days upon receipt of the remaining payment and directed payment of interest on the amount paid from January 1, 2021, until possession at the rate prescribed by MahaRERA rules (SBI's highest marginal cost of lending rate plus 2%). Additionally, the complainants were awarded compensation of ₹20,000 towards the cost of the complaint.

This judgment reinforces the fiduciary responsibility of developers under RERA to honor contractual timelines and be accountable for delays. It affirms the buyers' right to interest and compensation when possession is unjustifiably delayed, thereby strengthening consumer protection and confidence in the real estate sector.

COMPLAINANT: MADIKONDA MALLESH

RESPONDENT: M/s Roy All Diamond Infra Developers

CORAM: DR. N. SATYANARAYANA, IAS (RETD.), HON'BLE CHAIRPERSON

SRI K. SRINIVASA RAO, HON'BLE MEMBER

SRI LAXMI NARAYANA JANNU, HON'BLE MEMBER**ORDER DATE: 19.07.2025**

Complainant Representative: None

Respondent Representative: None

Gist: The Telangana Real Estate Regulatory Authority (TG RERA) set ex parte against Kethavath Nagesh Nayak of Roy All Diamond Infra Developers for fraudulently selling a plot in the “Kaasvi E-City” project without legal title or valid RERA registration. The complainant, Madikonda Mallesh, paid Rs. 9,00,000 in advance but discovered the land belonged to another entity, indicating misrepresentation and cheating. The Authority held the respondent liable as a promoter under the RERA Act and directed a full refund with 11% interest plus a penalty of Rs. 4,54,682. TG RERA further ordered a detailed inquiry into the respondent’s unauthorized marketing and transactions. Non-compliance would attract further penalties under the Act.

The Telangana Real Estate Regulatory Authority (TG RERA), in its order dated July 19, 2025, adjudicated a complaint filed by Madikonda Mallesh against M/s Roy All Diamond Infra Developers, represented by Kethavath Nagesh Nayak. The complainant alleged that Nagesh Nayak falsely represented himself as the absolute owner and lawful possessor of a vacant plot (Plot No. 43, 150 sq. yards) in the “Kaasvi E-City” project, located in Ferozguda village, Ibrahimpatnam Mandal, Ranga Reddy District, Telangana. Based on these misrepresentations and a brochure claiming an invalid RERA registration, the complainant was induced to pay an advance of Rs. 9,00,000 through multiple installments. Despite several follow-ups, the balance payment was not completed as the respondent became unresponsive, and crucially, an Encumbrance Certificate revealed the land belonged to another entity named “Suvarnalakshmi Developers,” thus exposing the fraudulent sale.

The complainant sought the handover of the plot as per the sale agreement. However, TG RERA found that the respondent neither possessed legal title nor had any authorization from the actual landowners to market or sell the property. The agreement itself falsely claimed that the respondent was the sole owner with marketable title, which was contradicted by official records. By representing himself as the developer/promoter, the respondent assumed all statutory obligations under the Real Estate (Regulation and Development) Act, 2016 (RERA Act), including compliance with Sections 11 and 18, which govern promoters’ responsibilities to deliver possession and guarantees for clear title.

The Authority emphasized that since the respondent failed to transfer possession due to lack of legal ownership, the sale agreement was void. Moreover, the misrepresentation through fraudulent brochure and false RERA registration rendered the respondent liable under Section 12 for inducing investment by incorrect statements. TG RERA held that the complainant was entitled to a full refund of the amounts paid, along with interest at the prescribed rate of 11% per annum (State Bank of India MCLR plus 2%) from the respective payment dates until the refund’s realization.

Further, TG RERA imposed a penalty of Rs. 4,54,682 under Section 61 of the RERA Act on the respondent for the violations. The Authority directed the respondent to refund the complainant within 30 days from the order date. Additionally, the Secretary of Telangana RERA was instructed to conduct a detailed inquiry into how the respondent was allowed to market and collect payments for a project without ownership or authorization, by issuing a Show Cause Notice to the registered promoters of “Kaasvi E-City.” The inquiry is to clarify the basis for permitting or overlooking such conduct, with all relevant documents and correspondence to be examined.

The ruling affirms TG RERA’s commitment to consumer protection and strict enforcement against fraudulent promoters in real estate, ensuring accountability for false representations and safeguarding buyers’ interests. Non-compliance with the directions would attract further penalties as per Section 63 of the Act. The complaint was disposed of with no orders as to costs.

COMPLAINANT: SANDEEP TAYADE

RESPONDENT: KAPPA REALTORS

CORAM: SHRI. RAVINDRA DESHPANDE, MEMBER 2 MAHARERA

ORDER DATE: 06.08.2025

Complainant Representative: Adv. Nishad Kulkarni

Respondent Representative: Adv. Santosh Patil

Gist: MahaRERA directed Kappa Realtors to hand over possession of commercial unit No. 2070 in Ganga Trueno Tower B to the complainant within 60 days upon payment of the balance amount. The authority ordered payment of interest on ₹23,17,153 from January 1, 2017, till possession at SBI’s highest marginal cost of lending rate plus 2%. Additionally, ₹20,000 was awarded to the complainant as litigation costs due to the promoter’s delay and unfulfilled commitments.

The present case pertains to a complaint lodged by Mr. Sandeep Tayade against Kappa Realtors before the Maharashtra Real Estate Regulatory Authority (MahaRERA) regarding delay in possession of a commercial unit in the “Ganga Trueno Tower B” project, Pune. The complainant had booked office unit number 2070, measuring approximately 50.71 square meters, in the said project with an agreed total consideration of ₹38,93,500. The complainant paid a substantial part of the consideration amounting to ₹23,17,153, which was well over 50% of the total price, and also executed a registered Agreement for Sale with the respondent. The agreement explicitly stipulated the possession date as December 31, 2016, with time being of the essence.

The complainant alleged that the respondents assured timely possession and promised a range of amenities as advertised. However, following the agreement, the construction progress significantly slowed, and after four years from the scheduled possession date, less than 20% of the project was completed. Despite repeated inquiries and attempts to get status updates, no possession was provided, and the project remained incomplete, leading to considerable mental and financial hardship for the complainant who had to continue paying rent for alternate accommodation. The complainant also received a demand letter

from the respondent in June 2020 for outstanding payment, which was contested by the complainant given the delay on the promoter's side.

In their defense, the respondents challenged the maintainability of the complaint on grounds of improper filing format and claimed delay due to the COVID-19 pandemic and subsequent government-mandated moratoriums. The respondents further alleged the complainant's default in payment and denied responsibility for delay prior to the pandemic. They also claimed that the project had been completed in April 2021, and possession could not be delivered earlier due to a stay order by the Hon'ble High Court, which has since been vacated. The respondents expressed willingness to hand over possession upon clearing dues or offer refund after certain deductions if the complainant chose to withdraw.

The MahaRERA concluded that the respondents failed to adhere to the agreed possession timeline, which was not legitimately extended by pandemic-related restrictions as the original possession date was significantly earlier. The absence of sufficient project progress before the pandemic supported the complainant's claim. The Authority held that the complainant was entitled to possession of the unit and interest at the prescribed rate under Section 18 of the Real Estate (Regulation and Development) Act, 2016 for the delay. Consequently, the respondents were directed to hand over actual possession with a valid occupation certificate within 60 days upon payment of dues. The complainant was entitled to interest on the amount paid from January 1, 2017, till possession at the rate linked to the State Bank of India's marginal cost of lending plus 2% per annum. Additionally, the respondents were ordered to pay ₹20,000 as costs for the litigation. The judgment reinforced the imperative on promoters to fulfill contractually committed timelines and provide remedies in case of delays, affirming the protection offered to homebuyers and commercial unit purchasers under the RERA framework.

TELANGANA REAL ESTATE REGULATORY AUTHORITY

COMPLAINANT: SUMALATHA KAMIREDDY

RESPONDENT: 1. GOOGEE PROPERTIES MANAGING DIRECTOR, MR. SHAIKH AKBAR,

2. MR. K. NARASIMHA REDDY,

CORAM: DR. N. SATYANARAYANA, IAS (RETD.), HON'BLE CHAIRPERSON

SRI K. SRINIVASA RAO, HON'BLE MEMBER

SRI LAXMI NARAYANA JANNU, HON'BLE MEMBER

ORDER DATE: 14.08.2025

Complainant Representative: None

Respondent Representative: None

Gist: The Telangana Real Estate Regulatory Authority (TG RERA) found Googee Properties Pvt. Ltd. guilty of selling plots in the "Satellite Township" project without mandatory registration and approvals, violating Sections 3 and 4 of the Real Estate (Regulation and Development) Act, 2016. The developer failed to progress the project or refund buyers despite collecting large advances. TG RERA ordered Googee Properties to refund the amounts paid by 12 complainants with interest at SBI MCLR + 2% within 30 days and imposed a penalty of Rs. 27,16,106. The developer was also

directed to register the project immediately and refrain from any further sales until compliance. Non-compliance would attract further penalties under the Act.

The Telangana Real Estate Regulatory Authority (TG RERA), in its common order dated August 14, 2025, addressed multiple complaints filed by 12 allottees against Goojee Properties Pvt. Ltd., represented by its Managing Director Mr. Shaikh Akbar, concerning the “Satellite Township” project located at Nomula Village, Ibrahimpatnam Mandal, Ranga Reddy District, Telangana. The complainants had invested in residential plots under a “pre-launch offer,” booking approximately 200 square yards plots through Memorandum of Understanding or Agreements of Sale. Despite more than two years since the bookings, the developer failed to initiate any meaningful development or demarcate the plots, causing significant financial and mental distress to the allottees.

The complaints alleged that Goojee Properties engaged in misleading practices by advertising the project as a grand 1,000-acre integrated satellite township with modern infrastructure. However, investigation revealed that the actual project covered only around 334 acres, with the developer owning legal title to a fraction of this land, especially in “Phase II – Business Class,” where ownership was limited to about 30 acres despite more plots being sold. The developer also failed to obtain mandatory project registration under Section 3 of the Real Estate (Regulation and Development) Act, 2016 (RERA) and did not secure necessary layout plan approvals from the competent authority, violating the statutory framework. Despite assurances to the buyers that registration and approvals would be secured within three months, these were not procured and refunds promised with 20% interest were not paid.

The Authority examined the violations and held that Goojee Properties had contravened Sections 3 and 4 of the RERA Act by advertising, marketing, and selling plots without project registration, which is mandatory for developments exceeding 500 square meters or eight units. The developer admitted to launching the project under a “pre-launch” without registration and received substantial payments from the allottees. No evidence of registration application or approval from planning authorities was produced, and the developer failed to respond to a Show Cause Notice or justify the non-compliance. Consequently, the Authority found the developer liable for penalties under Sections 59 and 60 of the RERA Act.

Regarding remedies, the Authority ruled that the complainants are entitled to a refund of the amounts paid, with interest calculated at the State Bank of India Marginal Cost of Lending Rate (MCLR) plus 2%, as per Rule 15 of the Telangana RERA Rules, 2017. Although the complainants sought 20% interest, the Authority strictly applied the prescribed formula. The developer had shown a pattern of delay in refunding despite commitments during proceedings, leading the Authority to emphasize that further extensions would not be entertained.

The Authority directed Goojee Properties to refund the amounts to all 12 complainants within 30 days from the order date, including interest at 10.80% per annum (representing SBI MCLR plus 2%). The developer was also ordered to pay a penalty of Rs. 27,16,106

for non-registration of the project, to be paid within 30 days to the TG RERA fund. Furthermore, the developer must immediately apply for project registration and must not advertise, market, book, or sell any plots until registration is granted. Non-compliance with these directions will attract further penalties under Section 63 of the RERA Act. No costs were awarded in the complaints, and the matters were disposed of accordingly.

This comprehensive order underscores the importance of adherence to regulatory requirements by real estate developers and strengthens consumer protection against fraudulent and negligent practices in the property market under the RERA framework. The complainants have also been advised that they may seek additional compensation from the Adjudicating Officer if deemed appropriate, using Form 'N'. This case highlights TG RERA's role in enforcing transparency, accountability, and timely delivery in real estate projects in Telangana.

PART-III
NOTIFICATION & CIRCULARS

BIHAR REAL ESTATE REGULATORY AUTHORITY**Order no.-296****Date: 23/07/2025****NOTIFICATION****Subject: Regarding Registration/Extension of Registration**

For case of doing busines, the Authority considered various mnes relatol in extension of registrution of real estate projects in the cases where application have been filed and are pending for various reasons and hereby makes following decisions:

1. In all such cases where applicmions for extermion of registration have been filed prior to " August, 2024 Le, the date on which the Bihar RERA (General) Regulations, 2024 was notified and which are either pending for extension of registration or have been rejected, the following norms may be adopted

For all such pending applications, the provisions of Regulation 10, dealing with importion of additional charge and Regulation 11. dealing with imposition of late charge shall not be applicable.

b) For such applications which have been rejected entier only on the ground of non-paymers of additional charge or lite charge, the applicant should be given an opportunity to submit a request letter to the Authority to reconsider his case.

2. The notice issued earlier on 28/07/2021by the Authority pertaining to the imposition of additional fee of Rs. One Lac only payable from 01/08/2021 is being withdren. However, 50% of the registration fee as mandated in RERA R 2017 shall remain applicable to he paid with every application for extension

4. The Committee has further observed that in the interest of the buyers, a special antesty scheme is in vogue for projects in which the promoter has failed to subunit application for extension of registration within three months before lapue of the registration. Thus this scheme has been brought for protecting the interest of the homebuyers. Hence, levying of late charge on applications filed after lapse of registration period are being entertained provided other requisite documents, including a duly sanctioned map has been submitted.

5. In order to show the financial worth of the Promoter, which shall not be less than ten per cent of the estimated Development cost of the Project, as mentioned by the Promoter in the online application form, the Promoter shall furnish full details of Immovable properties owned by the Promoter's entity viz company. firmu, proprietor, etc., as the case may be, and the directors, partners, proprietor. etc, as the case may be, along with the liabilities, separately, on Affidavit in the format, as prescribed by the Authority and attached as Annexure 1.

GOA REAL ESTATE REGULATORY AUTHORITY**F.No.:1/RERA/CIRCULAR/2019/1032****Date: 07/08/2025****NOTIFICATION****Subject: Guidelines for release of advertisement in print, electronic, social media or any other media while advertising any real estate project by the promoter**

In the interest of the Allottees and Real Estate sector, the following guidelines has been prescribed with reference to release of advertisement in Social media or in any other print, electronic media.

Guidelines for release of advertisement in print, electronic, social media or any other media while advertising any real estate project by the promoter.

i. Newspapers and Magazines:

All advertisements in the newspapers and magazines (print media) or website advertisement must contain the Goa RERA registration number, as given in Registration Certificate of Project and website address of the Authority.

The Goa RERA registration number and website address shall be displayed at the "top right" corner of the advertisement. The font size of the letters and numbers used shall not be less than twelve. Further, if the advertisement is in more than one page, the above details shall be mentioned in every page.

ii. Brochures and leaflets:

All paper print brochures, leaflets and flyers must contain RERA registration number as given in registration Certificate of Project and website address of the Authority. The font size of the letters and numbers used shall not be less than twelve.

iii. Outdoor publicity:

All Outdoor publicity boards and hoardings including small size hoardings such as on road divider, on street light poles, advertisement on the buses, vehicles and bus shelters, etc. must contain website address of the Authority and RERA registration number as given in registration Certificate of Project.

As applicable for primed newspaper advertisements, these details shall be displayed at the "top right corner of the hounding/bound. The font size of the letters and numbers used shall not be less than 50% of the font size used for the name of the project

iv. Electronic Media:

Every advertisement in madio vimal or audio media shall mention the GOA RERA registration nuniber, website address of the Authority in slow pace as to ensure that the sume is property read and understood by the intended audience. This will apply to all aadio-visual media like TV, Video clips, andio clips in raubo, media streaming and digital media cuenent

v. Social media:

All communications of the promoter's project on Facebook, Twitter, Instagram or LinkedIn pages shall mention the GOA RERA registration number and the link of the GOA RERA website

vi. The online property sites (The websites which are advertising, facilitating or promoting sale of real estate projects in any manner) shall not advertise any real estate project without displaying the RERA registration number with Registration Certificate of Project and Promoter's website address

vii. a) No disclaimer clause should be mentioned in the advertisement, such as terms and conditions apply

b) The advertisement must contain the promoter's name, office address and contact details

c) The location of the project as given in the approved plan should be mentioned in the advertisement. If the promoter wishes to mention the nearby landmark, the distance of the project site from such landmark by the most commonly used route shall be mentioned. Travel time to the project site from such landmark shall not be mentioned as it varies depending on the traffic conditions.

d) Amenities as promised in the Agreement/Brochure should be clearly indicated in the advertisement and mention of mere number of amenities, such as 11 amenities, shall be treated as prima facie misleading.

e) In case RERA registration is not applicable, to the project it should be clearly mentioned in the advertisement with reasons. (example: completion certificate was obtained before 01.05.2017 etc)

6. All promoters shall ensure strict compliance of the guidelines failing which action will be proceeded under Section 61 and 63 of the Real Estate (Regulation and Development) Act, 2016.

RAJASTHAN REAL ESTATE REGULATORY AUTHORITY

F.No.: 1(167) RJ/RERA/Auth.Meet/2019/1165

Date: 30/07/2025

NOTIFICATION

Subject: Directions regarding advertisements published by promoters and Real Estate agents

Vide order no. F.1(31)RJ/RERA/A.M./2019/647 dated 22.05.2025, various guidelines were issued for publication of advertisements. Thereafter, some suggestions were received from stakeholders showing practical problems being faced by them while advertising as per the guidelines.

Therefore, in view of the suggestions following modifications are issued in continuance of aforesaid order.

1. It will not be mandatory to mention the QR Code in all types of outdoor hoardings.

2. The Promoter/Real Estate Agent need not to mention the term "RERA Website" in all the advertisements and instead may directly mention the website of RERA as <https://rera.rajasthan.gov.in>.

3. Mentioning of QR Code in social media publication is dispensed with and font size of minimum "3pt" is prescribed for such advertisements.

4. In Radio advertisements, the Promoters and Real Estate Agents will have to disclose the RERA Registration Number of the concerned project.

The order shall be applicable with immediate effect.

This bears the approval of Hon'ble Chairperson.

RAJASTHAN REAL ESTATE REGULATORY AUTHORITY

No.F1 (31) RJ/RERA/2019/1078

Date: 15/07/2025

NOTIFICATION

Subject: Mandatory registration of partnership deed and LLP deeds

Regulation 3(4) of the RERA Regulations, 2024 provides for mandatory registration of partnership deeds and LLP deeds. The Regulations, 2024 were made effective from to date of publication in the official gazette on 14.03.2024 having no retrospective effect.

For interpretation of the above provision, it is clarified that the provision of Regulation 3(4) of the Regulations, 2024 with regard to the registration of the documents shall be applicable on the Partnership Deed or Limited Liability Partnership agreement executed on or after 14.03.2024 and any subsequent document related thereto modifying the deed or LLP or any supplementary deed etc. The said provision shall not be applicable on the documents executed prior to 14.03.2024.

This bears the approval of Hon'ble Chairperson.

RAJASTHAN REAL ESTATE REGULATORY AUTHORITY

No.F1 (167) RJ/RERA/Authority meeting/2019/1166

Date: 31/07/2025

NOTIFICATION

Subject: Submission of Quaterly Progress Reports (QPRs) and delay processing charges

Vide Authority order no. F.1(167)RJ/RERA/QPR/2020/12 dated 01.01.2021, certain guidelines for submission of Quarterly Progress Reports (QPRs) for registered Real Estate Projects with a provision for delay processing charges were established. Thereafter, vide order F.1(31)RJ/RERA/Authority Meeting/2019/162 dated 24.02.2025, direction for imposition of additional charges for each successive quarter were issued In this context some suggestions were received from stakeholders for rationalization of additional processing charges.

Therefore, having considered the suggestions following directions are issued in continuation of aforementioned order dated 01.01.2021 and in supersession of order dated 24.02.2025:-

1. Delay Processing Charges:

a) A delay processing charge of Rs. 5,000/ shall be levied for each QPR submitted after one-month grace period. If the QPR is not submitted by the end of the immediate next quarter, an additional processing charge Rs. 5,000/- per QPR will be levied for each successive quarter until the latest due QPR is submitted. This charge shall be subject to a maximum cap of Rs. 3,00,000/-.

b) If a due QPR is not submitted by the end of the subsequent quarter, there's no need to submit the interim QPRs. In such a situation, only the latest QPR needs to be submitted, but the delay processing charges and additional delay processing charges as per point (a) above shall be levied.

To illustrate:

Let's consider the QPR due for the quarter ending December 2024:

Grace Period: No charge will be levied until January 31, 2025.

Delay (February 1, 2025 March 31, 2025): If the QPR is submitted during this period, a charge of Rs. 5,000/- will be levied.

Further Delay (April 1, 2025 June 30, 2025): If the QPR is still not submitted within the immediate next quarter and latest QPR is submitted within stipulated period, the total charge for the December 2024 due QPR will be Rs. 10,000/- (Rs. 5,000 initial delay + Rs. 5,000 as additional delay processing charge for the additional quarter).

Subsequent Delays: For each successive quarter the additional delay processing charge of Rs. 5,000/ will continue to be levied for due QPR of the December 2024 till submission of latest QPR.

If the due QPR of June 2025 is also not submitted within the immediate next quarter and latest QPR of September, 2025 is submitted within stipulated period, the total charge for the December 2024 due QPR will be Rs. 15,000/- (Rs. 5,000 initial delay Rs. 10,000 as additional delay processing charge for the additional quarter and for the June, 2025 due QPR will be Rs 10000/- (Rs. 5,000 initial delay Rs. 5,000 as additional delay processing charge for the additional quarter).

2. Regular Submission of QPRs.

The promoters are directed to submit the due QPRs within stipulated period. In case the promoter fails to submit three consecutive QPRs, Suo-Moto proceedings for non-compliance shall be initiated by the system and be dealt with separately for appropriate action including imposition of penalty in accordance with provisions of law.

3. Future Applications for CC/OC/Mortgage Free Letter:

Henceforth, no application for Completion Certificate (CC), Occupancy Certificate (OC), or Mortgage Free Letter shall be entertained by the Authority unless the latest due QPR/APR (Annual Progress Report) along with all requisite delay processing charges, as stipulated in Clause 1 above, have been duly submitted and paid.

4. Special Provision for Projects with CC/Mortgage Free Letter:

For the projects where the Completion Certificate (CC) or Mortgage Free Letter has been approved by the Authority till date, the delay processing charges shall be calculated as per Clause 1 above, but with a maximum cap of Rs. 1,00,000/-and subject to submission of the last due QPR.

5. One Time Relaxation to the Promoters for Submission of Pending QPRs till 31.10.2025:

With a view to provide an opportunity to the promoters to clear the pending backlog or to upload the CC for completed/lapsed projects, one time relaxation is granted to the effect that if the promoter submits the pending/latest QPRs/CC/OC/Mortgage free letter up to 31.10.2025, the maximum cap would be Rs. 2,00,000/-only.

This bears the approval of Hon'ble Chairperson.

UTTAR PRADESH REAL ESTATE REGULATORY AUTHORITY

Order no.8606/UPRERA/CIRCULAR/2025-26

Date: 22/08/2025

NOTIFICATION

Subject: introduce a uniform format for settlement agreements between complainants and promoters in real estate disputes, and to provide the detailed template for such agreements.

The order highlights a practical issue faced by UP-RERA's adjudicatory benches and implementation branches, where multiple versions of settlement agreements with varying terms were being submitted. This diversity caused difficulties in decision-making and uniform enforcement. To address this concern, after thorough consideration, UP-RERA has approved a standardized format for settlement agreements that must be used henceforth for all cases involving amicable dispute resolution between promoters and complainants.

Scope of the Settlement Agreement

The settlement agreement is designed for cases where the complainant (often an allottee or buyer) has filed a complaint against the promoter under relevant provisions of the UP RERA Act, typically relating to delays in possession or other contractual breaches. It is formalized on non-judicial stamp paper worth Rs. 100 and acts as a binding contract between the parties.

Parties Involved

- **First Party:** The complainant, allottee, or decree holder who has lodged a complaint under RERA. This party includes the complainant's legal heirs or executors.
- **Second Party:** The promoter, company, or partnership against whom the complaint is filed. This party includes the promoter's legal heirs or executors.

Key Elements of the Agreement

1. **Project and Unit Details:** The agreement states explicit details like the unit/plot number, phase, tower, and RERA registration number of the project under dispute.

2. **Complaint Details:** The agreement mentions that the complainant filed a complaint under Section 31 (or other applicable sections such as 38, 40(2), and 63) of the UP RERA Act, citing the specific complaint number and date of hearing or order.
3. **Mutual Settlement:** Both parties agree to settle the dispute voluntarily and mutually, focusing on resolving all claims, reliefs, liabilities, losses, or damages related to the complaint.
4. **Terms and Conditions:** Conditions for settlement, including any monetary compensation, property transfer, waiver, or acceptance of particular terms by either party, are documented.
5. **Final and Complete Resolution:** It is explicitly clarified that this agreement fully and finally settles the dispute. The complainant agrees not to pursue any further claims or initiate new legal action concerning this matter.
6. **Free Consent:** The agreement confirms it is entered into freely, without any coercion or undue influence.
7. **Legal Binding and Stamp Paper:** The agreement is printed on judicial stamp paper and signed by both parties, making it enforceable under law.

Witnesses and Execution

The agreement includes provisions for witnesses from both parties who attest to the voluntary consent and authenticity of the agreement. The names, addresses, and signatures of witnesses along with the parties are included, ensuring transparency and legal validity.

Dissemination and Implementation

The order mandates that henceforth all settlement proposals submitted before UP-RERA arbor boards or implementation branches must conform to this approved format. This directive aims to streamline dispute resolution, reduce administrative difficulties, and facilitate quicker decision-making.

UTTAR PRADESH REAL ESTATE REGULATORY AUTHORITY

Order no. 8603/UP-RERA/Tech. Cell/2025-26

Date: 22/08/2025

NOTIFICATION

Subject: Guidelines for Project Promotion and Marketing

The Uttar Pradesh Real Estate Regulatory Authority (UP-RERA) has issued updated guidelines for the promotion and marketing of real estate projects to ensure consumer protection and uniform business practices under the Real Estate (Regulation and Development) Act, 2016. Key mandates include mandatory registration of projects with UP-RERA before advertising or sale. All marketing materials—print, outdoor hoardings, digital, social media, application forms, brochures—must prominently display the project’s QR code, RERA registration number, official UP-RERA website, bank collection details, and project launch date. The Form-C registration certificate must be displayed at the promoter’s main office, project site, and CRM office. Construction must comply with the latest National Building Code and BIS standards, and digital connectivity should follow TRAI guidelines with at least two internet service providers. Additionally, promoters are required to file Quarterly Progress Reports within 15 days of each quarter’s end on the UP-

RERA portal. These measures aim to enhance transparency, accountability, and consumer confidence in the real estate sector of Uttar Pradesh.

TAMIL NADU REAL ESTATE REGULATORY AUTHORITY

Order no.- Proc.No.TNRERA/A3/2253/2025

Date: 04/08/2025

NOTIFICATION

Subject: Release of advertisement in print and electronic medias issued for compliance - Reg.

In supersession of the proceedings Issued in the reference 1" cited, the following revised proceedings is issued.

2. In the interest of the Allottees and Real Estate sector, the Tamil Nadu Real Estate Regulatory Authority Issues the following directions under Section 37 of the Real Estate (Regulation and Development) Act, 2016 to the promoters of real estate projects regarding release of advertisement in print, electronic and social media or on any other platform such as outdoor advertisements. These directions shall also be Included in the Tamil Nadu Real Estate Regulatory Authority (General) Regulations, 2018 by amending the Regulation 6.

3. The following shall be added at the end of the Regulation 6 of the Tamil Nadu Real Estate Regulatory Authority (General) Regulations, 2018 under the heading "Publication of Advertisements".

Directions for release of advertisement in print, electronic, social media or any other media while advertising any real estate project by the promoter.

I. Newspapers and Magazines:

All advertisements in the newspapers and magazines (print media) or website advertisement must contain the TNRERA registration number with QR code of the Form-C and website address of the Authority. The TNRERA registration number with QR code and website address shall be displayed at the top or bottom either "left or right" corner of the advertisement. The font size of the letters and numbers used shall not be less than twelve in case where the advertisement is in quarter page or more than quarter page of a news paper. For advertisement with less than quarter page, the font size of the letters and numbers shall not be less than eight.

Further, if the advertisement is in more than one page, the above details shall be mentioned in every page.

II. Classified Advertisements in news papers:

Classified advertisements are exempted from QR Code, but RERA registration number has to be mentioned.

III. Brochures and leaflets:

All paper print brochures, leaflets and flyers must contain RERA registration number with QR code as given in Form-C and website address of the Authority. The font size of the letters and numbers used shall be legible and readable.

IV. Outdoor publicity:

All Outdoor publicity boards and hoardings including small size hoardings such as on road divider, on street light poles, advertisement on the buses, vehicles and bus shelters, etc. must contain website address of the Authority and RERA registration number with QR code as given in Form-C. As applicable for printed newspaper advertisements, these details shall be displayed at the top or bottom either left or right". The font size of the letters and numbers used shall be legible and readable to the passerby.

V. Electronic Media:

TV/Radio-While advertising real estate projects on TV or Radio, it has to be mentioned whether the project is a "RERA Registered Project"...

Other Electronic Media

RERA Registration number and Authority's website address shall be clearly mentioned. In addition, promoter's name and contact address shall also be mentioned.

VI. Social media:

All communications of the promoter's project on Facebook, Twitter, Instagram or LinkedIn pages or on any other social media platform, shall mention the RERA registration number and the link of the TNRERA's website.

VII. The online property sites (websites which are advertising, facilitating or promoting sale of real estate projects in any manner) shall not advertise any real estate project without TNRERA registration number with QR code of Form-C and Authority's website address.

VIII. General:

- a) Regarding terms and conditions mentioned by the promoter in the advertisement, the promoter cannot simply mention any disclaimer clause as "terms and conditions" apply. The promoter has to clearly mention the terms and conditions to facilitate the homebuyers to take informed decision,
 - b) Regarding location of the site, the promoter may state the postal address in addition to the site address.
 - c) As per Section 3(1) of the Real Estate (Regulation and Development) Act, 2016 no promoter shall advertise any real estate project without registering it with TNRERA. Regarding pre RERA projects and the projects with less than 500 sq.mtr. and less than 8 apartments, the promoter shall clearly mention as "Project is exempted from RERA registration".
 - d) The advertisement must contain the promoter's name, office address and contact details. No advertisement shall be issued without RERA registration and exact location of the projects.
 - e) The mere number of amenities, such as 100+ amenities shall not be mentioned. If any promoter desires to mention the amenities in the advertisement, they may do so, however, only the amenities as promised in the Agreement/Brochure shall be Indicated in the advertisement.
 - f) Wherever QR Code is not available, the promoter shall generate QR Code based on the Form-C/Form-F Issued
6. All promoters shall ensure strict compliance of these directions falling which action will be proceeded under Section 61 and 63 of the Real Estate (Regulation and Development) Act, 2016.
 7. All media houses shall ensure strict compliance of the above direction and non compliance will be reported to the concerned Regulatory Bodies for appropriate action, In case of

violation of these directions, TNRERA will take suitable penal action against the errant media house".

8. Further the phrase "as prescribed under Regulation 6" shall be included in the Regulation 8(3). Consequently the Regulation 8 (3) of the Tamil Nadu Real Estate Regulatory Authority (General) Regulations, 2018 shall be read as:

"8(3) In all advertisement and publicity related to the projects in any print, electronic, social media (Including press, electronic media, pamphlets, banners, posters or publicity in any form), shall bear the registration details of the project with the RERA as prescribed under Regulation 5 and if the project does not fall within the ambit of RERA as per Section 3(2) that should also be indicated".

9. The above directions shall come into force with Immediate

TAMIL NADU REAL ESTATE REGULATORY AUTHORITY

Order no.- TNRERA/A2/2761/2025-2

Date: 04/08/2025

NOTIFICATION

Subject: Extension of Real Estate Project Validity – Extension Fee Fixed

In partial modification of the circular issued in the reference 2nd cited, the following Circular is issued with reference to extension of project validity period and extension Fee.

The guidelines for considering the project validity extension request and extension fee shall be as follows:

Extension	Maximum Period	Extension fee
Extension under Section 6 of the Act due to force majeure clause	1 year	10 percent of the registration fee remitted initially during the registration.
1st extension under Section 7 (3) of the Act	1 year Provided no extension has been given under Section 6 of the Act and subject to such terms and conditions as the Authority may thinks fit.	20 percent of the registration fee remitted initially during the registration.
2nd and subsequent extensions under Section 7(3) of the Act	6 months at a time based on the merit of the case and subject to such terms and conditions as the Authority may thinks fit in the interest of the project and	20 percent of the registration fee remitted initially for each extension irrespective of the duration of extension

	the allottees as provided in the Act	
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Note:

1. Any extension under Section 7(3) of the Act will be limited to six months at a time if the project registration has already been extended under Section 6 of the Act.
2. However, considering the interest of the allottees and for completion of the project, the Authority under Section 7(3) of the Act may consider the project validity extension for a period exceeding six months with extension fee as decided by the Authority.
3. The Authority reserves the right to revoke the registration or permit it to remain in force subject to such further terms and conditions as it thinks fit to impose in the interest of the allottees/home buyers.

This order takes with immediate effect.

CHHATTISGARH REAL ESTATE REGULATORY AUTHORITY

Order no.- 127/RERA/2025/517

Date: 14/08/2025

NOTIFICATION

Subject: Extension of Voluntary Compliance Scheme (VCS)

Reference: Circular no 115 & 116 dated 28-03-2025 and Circular 119 dated 03-06-2025.

In exercise of the powers conferred under Section 37 of the Real Estate (Regulation and Development) Act, 2016, and in continuation to the above-referred circulars, it is hereby notified that:

The due date for availing the benefits under the Voluntary Compliance Scheme (VCS) is extended up to 30th September, 2025.

All stakeholders, including promoters, are advised to make use of this extended period to complete all pending compliances under the scheme.

No further extension shall be granted beyond the above-mentioned date.

CHHATTISGARH REAL ESTATE REGULATORY AUTHORITY

Order no.- 126/RERA/2025/1374

Date: 28/07/2025

NOTIFICATION

Subject: Facilitation for Submission of Completion Certificate (CC) During the

Quarter

It has been observed that in several instances, promoters receive the Completion Certificate (CC) from the competent authority during the course of a quarter. However, due to the

restriction that CCs can be uploaded only during the Quarterly Progress Report (QPR) update window, promoters are often unable to upload the CC immediately. This results in unintended consequences, including:

The project status being marked as "expired", thereby necessitating additional processes such as application for extension or regularization; and

Inability to withdraw surplus funds from the designated account, leading to blockage of promoter funds.

In exercise to the powers vested under Section 37, to improve operational efficiency. system has been enhanced to enable promoters to upload the Completion Certificate as and when it is received The QPR window shall be opened for submission of CC and other submission during the quarter

Also, the Annual Audit Report shall be submitted up to the date of receipt of the Completion Certificate from the competent authority, without waiting for the financial year to end. Accordingly, the following measures will be implemented.

1. System Update: The online platform will be modified to allow submission of CC and other submissions at any point during the quarter.

2. Immediate Upload: Upon receipt of the CC from the competent authority, promoters may upload the same directly to the platform without delay.

3. Effective Date: This facility shall be made available with immediate effect.

All concerned stakeholders are advised to take note and ensure timely action to avoid any procedural delays or complications.

Note: The above option is accessible only when the all the previous QPR & AAR have been submitted.

PART-IV

NOTIFICATION & CIRCULARS

TIMES OF INDIA

Date: 10.07.2025

Rera fines agent Rs 6L for promoting unregistered flats, fraud transactions

The Telangana Real Estate Regulatory Authority (TG RERA) fined real estate agent Jakkepalli Sri Lakshmi Rs 6.17 lakh for promoting an unregistered real estate project and impersonating the builder, issuing fake receipts to buyers in the Aaditri's Empire project. The case arose from a complaint by Venkata Naga Sai Gupta Chegu, who and his wife paid over Rs 1.2 crore for two flats between 2019 and 2023, but only Rs 44.9 lakh reached the developer, Aaditri Housing, with the remainder misappropriated by the agents. TG RERA found the agents actively facilitated the sale using identification credentials from the builder and fabricated documents over WhatsApp. The Authority ordered Aaditri Housing to complete the flat's construction and register it in the complainant's name once the mortgage is released, warning of further penalties for any delay in compliance.

RERA NEWS

Date: 29.08.2025

Godrej Properties sells Rs. 1000 Crore Homes at Hyderabad Launch Event

Godrej Properties has achieved a major milestone in Hyderabad's real estate market with the sale of over 683 homes worth more than ₹1,000 crore in its newly launched project, Godrej Regal Pavilion, located in Rajendra Nagar. Launched in August 2025, the project sold out rapidly, marking Godrej's second ₹1,000 crore-plus launch in the city this year. Covering around 1.20 million sq. ft. of sold area and offering a total development potential of 4.14 million sq. ft., the project carries an estimated revenue potential of ₹3,600 crore. Positioned in one of Hyderabad's fastest-growing residential hubs with excellent connectivity via the Outer Ring Road and proximity to the airport, the project caters to the rising demand for premium housing. CEO Gaurav Pandey credited the success to growing consumer trust in branded, sustainable housing. The achievement reinforces Hyderabad's emergence as a leading destination for trusted real estate developments.

BUSINESS STANDARD**Date: 19.07.2025****Meghalaya govt sets up real estate regulatory authority under 'Rera Act'**

The Meghalaya government has notified the establishment of the Real Estate Regulatory Authority (RERA) under the Real Estate (Regulation and Development) Act, 2016 to regulate the state's growing real estate sector. The Authority is tasked with ensuring transparency, accountability, and consumer protection while fostering a fair and credible market environment. It will oversee the mandatory registration of real estate projects, promoters, and agents, ensuring strict adherence to legal provisions and compliance with the Act. RERA Meghalaya also provides an adjudication mechanism for timely dispute resolution, thereby protecting the interests of homebuyers and enhancing investor confidence. As an independent statutory body, it comprises a full-time chairman and two members who will lead its functions. The government has appealed to all developers, promoters, and agents to register their projects, stressing that compliance is not just a legal mandate but also essential for building trust. Non-compliance may result in penalties and regulatory action.

TIMES OF INDIA**Date: 18.08.2025****Rera issues guidelines for builders to refrain from misleading ads**

The Goa Real Estate Regulatory Authority (RERA) has issued strict new guidelines prohibiting developers and realtors from using disclaimers such as "terms and conditions apply" in advertisements for housing and commercial projects. RERA declared that vague or exaggerated mentions of amenities, like stating "11+ amenities" without specifics, will be considered misleading, and all promised amenities must be clearly detailed in ads as per the agreement or brochure. Each advertisement, including those on online portals, must display the Goa RERA registration number in the top right corner to ensure transparency and authenticity. The guidelines also restrict advertisements to displaying only the precise project location, based on the approved plan, prohibiting claims about proximity or travel times to nearby facilities due to potential variability. Non-compliance may invite action under the Real Estate (Regulation and Development) Act, 2016.

INDIAN EXPRESS**Date: 23.08.2025****'Really concerned about quality of work': Real Estate Regulatory Authority pulls up DDA for luxury housing project in Dwarka**

The Real Estate Regulatory Authority (RERA) has raised concerns about the construction quality at Delhi Development Authority's (DDA) Golf View Apartments in Dwarka following complaints from 11 residents about poor quality flats and common facilities. RERA directed its engineers to inspect the flats and common areas and submit a detailed report. Anand Kumar, RERA Chairman for Delhi, noted multiple unresolved quality issues despite DDA's claim that most problems were addressed. He ordered the Vice Chairman of DDA to verify construction adherence to tender specifications and report back within six weeks. The apartment complex includes 11 towers with 1,130 luxury flats. A DDA spokesperson stated that sewer blockages were due to improper disposal of construction waste by residents and that fines have been imposed on violators. DDA assured prompt resolution of other issues and urged residents to ensure structural modifications comply with norms, minimizing inconvenience to others. RERA had earlier mandated DDA establish a grievance redressal panel.

HINDUSTAN TIMES

Date: 23.08.2025

Maharashtra Housing Policy 2025: A separate RERA-like law for real estate redevelopment projects proposed

The Maharashtra government's Housing Policy 2025, approved in May and followed by a Government Resolution in July, emphasizes regulating redevelopment projects through a separate law since such projects are not covered under RERA. Redevelopment involves demolishing old buildings, mostly two to seven storeys, and replacing them with modern structures where residents get larger flats free, while developers earn profits by selling additional units and buying FSI from the government. However, many redevelopment projects have stalled, causing financial and social distress as developers often stop paying rents to displaced residents. To address this, the policy proposes stringent regulations for redevelopment, revival measures for stalled and slum projects through cluster redevelopment, and promotes self-redevelopment with ₹2,000 crore support and a dedicated assistance cell. MahaRERA, operational since 2017, has clarified that redevelopment is outside its jurisdiction, leaving affected homeowners to approach other authorities, thereby justifying the need for a new legal framework.

TIMES OF INDIA

Date: 27.08.2025

No Flat handover yet, Haryana RERA asks realtor to pay buyers for delay

The Haryana Real Estate Regulatory Authority (HRera) has ordered Agrante Realty to pay delayed possession charges to homebuyers of its affordable housing project Kavyam in Sector 108, Gurgaon, after it failed to deliver possession by February 20, 2024, despite having collected most of the sale amount. HRera rejected Agrante Realty's defence citing Covid-19, pollution bans, and cost escalation as force majeure, stating these were only short-

term disruptions and did not justify prolonged delays. The authority directed the builder to pay a monthly interest at 11.1% per annum (SBI marginal cost of lending rate plus 2%) on amounts deposited by buyers from the due date until possession is handed over. Additionally, HRera instructed completion of pending amenities—water, electricity, roads, parks, club facilities—and barred extra charges beyond the builder-buyer agreement. This order applies to all similar complaints against the project, and buyers may seek additional compensation via the adjudicating officer.

BUSINESS STANDARD

Date: 29.08.2025

Rera reshapes India's housing market, boosts investor confidence

The Real Estate (Regulation and Development) Act, 2016 (Rera) has reshaped India's housing market by ensuring transparency, accountability, and investor confidence, according to a report by Knight Frank India and Naredco. The Act curtailed speculative practices, moderated unchecked price growth, and restored consumer trust by enforcing compliance-driven and delivery-focused practices. This has led to fairer pricing, stronger investor sentiment, and private equity inflows of \$26 billion between 2017 and 2020, compared to \$17.5 billion in 2011–2016. The Nifty Realty Index also reflected greater stability and resilience post-Rera. By mid-2025, nearly 1.5 lakh projects and 1 lakh agents had registered, and 1.5 lakh consumer complaints were resolved, solidifying Rera's role as the backbone of Indian residential real estate. The report urged further reforms like stronger state-level enforcement, harmonised compliance frameworks, and a “One Nation, One Rera” model. It also recommended adopting technology for approvals and grievance redressal in line with global best practices.

HINDUSTAN TIMES

Date: 29.08.2025

RERA spurs investor confidence: 1.5 lakh consumer complaints resolved, PE inflows rise to \$26 billion

As of mid-2025, the Real Estate Regulatory Authority (RERA) has over 1.5 lakh housing projects and 1 lakh real estate agents registered, while resolving 1.5 lakh consumer complaints, underscoring its role in strengthening India's real estate sector. According to a Knight Frank India report released at the 17th NAREDCO National Convention, private equity inflows into real estate surged to \$26 billion between 2017–2020, compared to \$17.5 billion in 2011–2016, reflecting investor confidence in RERA's transparent framework. The sector's resilience is also evidenced by the NIFTY Realty Index reaching an all-time high in 2024 and housing sales touching ₹3.1 lakh crore the same year. Experts highlight that RERA has rebuilt trust among homebuyers, lenders, and global investors, becoming the backbone of India's housing market. However, the report stresses the need for stronger

enforcement, uniformity across states through a ‘One Nation, One RERA’ model, and greater use of technology for approvals and grievance redressal.

THE ECONOMIC TIMES

Date: 30.08.2025

NCLT not able to deliver as per expectation in reviving realty projects: Manohar Lal

Union Housing and Urban Affairs Minister Manohar Lal, addressing NAREDCO’s annual convention, criticised the NCLT for failing to resolve stalled real estate projects, stressing reforms are needed to protect consumers and banks. He urged builders to avoid cash dealings, misleading advertisements, and called for aligning circle rates with market values. Highlighting that RERA has reduced builder-consumer disputes, he noted concerns over misuse of escrow funds. The minister sought faster state-level project approvals, replication of best practices, and reforms to boost the real estate sector’s GDP contribution from 8–10% to 18% by 2047, while lauding India’s strong 7.8% GDP growth.



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