

# RERA TIMES

## Real Estate

(Regulation and Development) Act, 2016

(A Journal on Real Estate Bye Laws)

**VOLUME - II**

**PART - II**

**MARCH - 2018**



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FCA, DISA, CCCA

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I.R.S. (Retd. Member ITAT)



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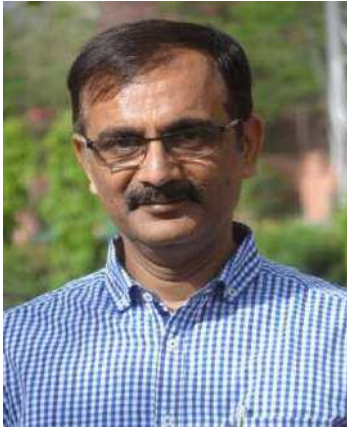
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**“For Private Circulation”**

# **RERA TIMES**

**REAL ESTATE  
(REGULATION AND DEVELOPMENT) ACT, 2016  
(A Journal on Real Estate Bye Laws)**



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Printed at:

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## PART-I

## HIGHLIGHTS OF RAJASTHAN STATE BUDGET 2018-19

**Registration and Stamps**

- Stamp duty on release deed of ancestral property up to Rs. 10 Lacs to be reduced from maximum **Rs. 2000 to Rs. 500.**
- Relief in stamp duty, if release deed of ancestral property is executed by or in favour of **mother's brother and sister's son and sister's daughter.**
- Registration fee to be reduced from 1% to **0.25% and maximum rupees Rs. 10,000/-** on partition deed of ancestral property.
- **Stamp duty reduced from 2% and 3.5% to 1% and 2% on documents of residential units allotted to persons of EWS and LIG respectively under Chief Minister Jan Avas Yojana.** Registration fee also reduced from 0.25% with maximum of Rs. 10,000 to Rs. 1,000 on agreement to sale executed under CMJAY to help the dreams of "HOUSING FOR ALL".
- Relief in stamp duty for pattas given by gram panchayat and urban local bodies to poor people, free of cost or at token money to help poor families.
- **Benefit of 100% concession of stamp duty extended up to 31.03.2019** on the instrument of loan executed for the purpose of establishment of Startup under Startup Policy – 2015, education loan and cash credit, overdraft or term loan under the Scheme of MUDRA and reverse mortgage of property by senior citizens.
- **Stamp duty on loan agreement, equitable mortgage and mortgage without possession was reduced to 0.15% to maintain parity in all similar documents.**
- Stamp duty on documents related to articles of association of company reduced from 0.5% to 0.15% with minimum of Rs. 5000 and maximum of Rs. 25 Lacs to promote registration of companies in the state.
- Registration fees reduced and charged 20% of the amount of stamp duty charged on the lease deeds up to the period of 20 years in the last budget. **Registration fees on lease deed up to 30 years also to be reduced to 20% of the amount of stamp duty charged.**
- The maximum limit of registration fees on conveyances reduced from Rs. 4 Lacs to Rs. 3 Lacs.
- **10% reduction in existing rates of agriculture, residential and commercial land with effect from February 13, 2018.** In those districts in which DLC meeting is not conducted in the year 2017-18 (up to March 31, 2018), there will be no increase in DLC rates on 01.04.2018.

- **No increase in valuation of agriculture, residential and commercial land by the DLC in the year 2018-19.**
- 5 percent additional concession in valuation of residential and commercial plots of area more than 3000 square meter.
- 100% exemption from interest and penalty payable on stamp duty allowed under the Amnesty Scheme if the stamp duty due is deposited up to 31.05.2018.
- 25 percent concession in valuation of the land under patta of mixed land use issued by development authorities.
- In rural areas, valuation of the agriculture land up to 1000 square meters to be done at the rate of agriculture land instead of the rate of residential land to help farmers to sell or buy land for agriculture purposes in rural areas.

### **E- Governance Measures**

- Online presentation of the documents for registration from home place in 518 Sub-registrar offices in phase manner.
- **Integration of e- Panjiyan Software of IGRS with e-Dharti software of the revenue department in 100 tehsils for online transmission of registered document for early mutation by the revenue authorities.** We have already integrated 16 such tehsils in 2017-18.
- Integration of e-Panjiyan Software of IGRS with Smart-raj Software of LSG & UDH Department for online transmission of documents for early name transfer in lease deed etc.
- Scanning & indexing of records for the period September, 2012 to August, 2015 would be done to help people get the copy of the registry online. Government is in process of completing the scanning & indexing of records for the period Sept., 2015 to Aug., 2017 in 2017-18.
- Decisions of Collector (Stamps) to be made available online under Ease of Doing Business.
- **Remaining 34 Sub-registrar offices to be linked to e-stamp.**
- Power of Registrar to be given for hearing registration related cases to DIG (stamps) in their districts wherein their office is situated for early disposal of pending cases.
- Empowering the departments, local bodies, PSUs, Banking and non-banking institutions to ensure collection of Stamp duty on non-registrable documents

## PART-II

### REPORTING OF CASE LAWS

#### MAHARASHTRA REAL ESTATE REGULATORY AUTHORITY

##### ATUL NARHAR DESHPANDE V/S BABASAHEB BHAGWAN ATKIRE

ORDER DATE: 21.11.2017

The complainant contended that **the respondent has failed to hand over the possession of booked flat on agreed date. Therefore, claiming the refund of amount paid to the respondent along with interest.**

The respondent argued that the delivery of the possession of the flat of the complainant **got delayed due the reasons beyond his control as he did not have the required approvals and permission in time from the competent authority** and the necessary environmental clearance is still awaited.

On reviewing the causes of delay mentioned by the respondent, the authority held that **though the respondent only had the N.A. Order of the competent authority. Yet he started to collect the installments of consideration from the complainant.** Further, the authority held after taking into consideration that **the competent authority has not acted as swiftly as they were expected to act, the respondent is exempted from complainant's claim of compensation but is held liable to refund the amount paid by the complainant along with interest.**

On disposal of the complaint with above order, **the respondent wanted to exercise his right to appeal to Appellate Tribunal u/s 44 of RERA (Act).** Further, as per notification dated 28.12.2017 Appellate Tribunal has been established under the Act but the procedure to file an appeal is yet to be determined.

Accordingly, **Execution of the Order is stayed till the end of appeal period.**

##### NITIN PRABHAKAR BHAGWAT V/S PRATEEK OMPRAKASH AGRAWAL

ORDER DATE: 04.12.2017

The complainant has filed this complaint under Section 18 of Real Estate (Regulation & Development) Act, 2016 contending therein that he booked flat No. B-4, 101, Village Residency-III of the respondent's situated at Pune, Hingoli. **The respondent agreed to give the possession of the said flat on tentative date 15.01.2017 by writing it on the**

**allotment letter itself.** Thereafter, the respondent by his email dated 28.12.2016 informed the complainant that the possession of the flat shall be given on or before 31<sup>st</sup> March 2017. The complainant has paid the respondent Rs. 20, 00,000/- towards consideration. Therefore, the complainant withdraws from the project and seeks the refund of the amount paid by him with interest.

The respondent has failed to appear on 03.11.17 and 04.12.17 despite the notices of appearance has been issued. He has to appear on these days. Hence, the matter proceeds ex-parte against him.

Heard the complainant in person. He brings to my notice the allotment letter in which it is clearly mentioned by the respondent that tentative date of possession would be 15.01.2017. He has also brought to my notice, an email of respondent dated 18.12.2016 showing that the possession of the flat would be given on or before 31.03.2017 but till the date, the possession of the flat has not been given. Hence, I record my finding that the respondent has failed to deliver the possession of the flat booked by the complainant on the agreed date.

So far as the payment of Rs.20,00,000/- is concerned, the complainant relies upon the receipt issued by the respondent dated 10.09.2013 and on bank statement. Therefore, the complainant is entitled to get this amount back from the respondent with interest from 10.09.2013 at MCLR of interest of SBI which is currently 8.05 % + 2 % p.a. till the realization of the amount.

**The complainant brings to my notice that when he booked the flat in the year 2013, the rate in the said area as per the ready reckoner issued by the Government authority was Rs. 25,000/- per sq. mtrs. and now in the year 2017, the rate as per the ready reckoner is Rs. 31,360/- per sq. mtrs. He will have to pay higher price as he books a flat in the same area. Therefore, according to him, he has sustained the loss of Rs. 2, 86,581/-, due to loss of opportunity. I agree with him. The complainant is also entitled to get Rs. 10,000/- towards the cost of complaint. Hence, the following order.**

### **ORDER**

1. The respondent shall pay Rs. 20, 00,000/- with simple interest at the rate of 10.05% per annum from 10.09.2013.
2. The respondent shall pay compensation amounting to Rs. 2,86,581/- towards the loss of opportunity and Rs. 10,000/- towards the cost of complaint.



**RAJU VAZIRANI & ors. V/S TRANSCON SETH CREATORS PVT LTD**

ORDER DATE: 21.12.2017

The complainants booked flats with the respondent but the **respondent has failed to deliver the possession of the said flats as agreed**. Also they alleged that respondent has **changed the design of the building/project** and reduced the number of flats to be allotted against his commitment in the concerned project. They further alleged that the **respondent accepted 25% of cost without the execution of sale agreements**.

The respondent disputed the claim of the complainants and stated that complainants claim to provide them flats in “Auris Serenity” cannot be supported by the Allotment Letter issued and hence not justified.

Considering the submissions made by the parties, **the authority held that the complaint was made in respect of project “Auris Bliss” and complainants sought directions to respondent to execute ATS for project “Auris Serenity” which was registered in phases. Therefore, plaint was not maintainable.**

**BIPIN MORE & ors. V/S AJAY RAJ REALTORS PVT LTD**

ORDER DATE: 22.12.2017

The complainants alleged that the respondent has failed to deliver the possession of the flats booked on agreed dates and also not executed the agreements for sale even after receiving more than 10% of the consideration. **Thereby, claiming the refund of booking amount of the flats, along with interest and compensation.**

The respondent contended that the project got delayed as the director was under medical treatment and fluctuating market of the industry forced the respondent to revise the possession date. **The respondent further contended that the transactions has taken place before the Act came into force and therefore, complainants cannot claim any relief.**

**The authority held that the cause of action to claim the refund of booking amount along with interest and compensation survives even after coming into operation of RERA as the respondents has failed to deliver the possession of flats and shop booked by the complainants till the date of complaints.** The authority also concluded that the respondent has accepted more than 10% of consideration without entering the written agreement for sale of flats and shop even after coming into force of RERA, therefore, the authority has jurisdiction to entertain the complaint.

Accordingly, the respondent was directed to refund the amount along with interest and compensation.

**GANESH LONKAR V/S D.S. KULKARNI DEVELOPERS PVT LTD**

ORDER DATE: 26.12.2017

The complainant booked a flat with the respondent whereby the respondent has failed to hand over the possession of flat by 30<sup>th</sup> June, 2017 as agreed. **The complainant contends that the respondent has also defaulted in making pre-EMI payments of housing loan as agreed. Therefore, the complainant prayed for the possession of the flat at the earliest along with the payment of EMI and claims interest.**

The respondent stated that co-purchaser Mrs. Sharmila Ganesh Lonkar (hereby, wife of the complainant) has not been added as the party to this complaint and therefore, the complaint suffers from non-joinder necessary party. He further contended that as the dispute is referred to the Arbitrator, thus the authority has no jurisdiction over this complaint. He also added to his argument that as per MOFA (Act), the respondent is allowed an extension of 6 months after the agreed date of handing over the possession of the flat which expires on 29<sup>th</sup> December 2017 and hence complaint is premature.

The authority on hearing both the parties to this complaint **concluded that RERA has overriding effect over Arbitration & Conciliation Act, 1996. Therefore, RERA has jurisdiction over this complaint.** In context with the non-joinder of the co-purchaser to the complaint, **the authority decides that the complaint is maintainable as the necessary party (complaint/purchaser) is present to this complaint and neither the co-purchaser has interest adverse to the interest of the purchaser/complainant.** The authority further held that **the reasons assigned by respondent for the extension period under MOFA (ACT) are very vague and thereby not considered. Thus, the respondent failed to handover the possession on agreed date.** Consequently, the authority ordered the respondent to pay the interest for delayed possession along with pre-EMI of the loan taken by complainant in addition to the cost of complaint.

**MITESH ANIL LEMBHE & ors. V/S CALYX ESTATES LENORA & ors.**

ORDER DATE: 26.12.2017

The complainants booked flats with the respondents. **They contended that the respondents not only failed to deliver the possession as agreed, also they changed the project plan without the consent of the complainants.**

Thereby, requests for the interest due to delayed possession.

The respondents argued that the completion of the project got delayed because the permissions and clearance from National Defence Academy and pollution control board were not received in time and thereby submitting that the reasons were beyond their control. They further contended as the agreements for sale were executed before the Act came into force, therefore authority has no jurisdiction over this complaint. They also denied the allegations of the complainants for change in project plans.

The authority held that the project of the respondents is registered under RERA and is an on-going project. Thus, the authority has jurisdiction over this complaint. The authority held that the respondents are expected to have fair assessment of time required for completing of the project. In context with the revision of project plan, the authority concluded that respondents shall not make alterations in the approved plan without the consent of any authority and allottees. Accordingly, the authority directed respondents to pay the interest along with compensation of Rs. 50,000 to each of the complainant.

**SACHIN ARUN SIDDHE & ors. V/S ARK PREM CONSTRUCTIONS**

ORDER DATE: 29.12.2017

The complainants seek the refund of amount paid by them to the respondent with interest and compensation on **failure of respondent to deliver the possession of booked flat on agreed date.**

Respondent opposed the claim by contending that the possession was already handed over vide letter dated 5<sup>th</sup> April 2015 itself.

On reading of the said letter, the authority clears that the letter as stated provides the possession of flat to the complainant for the purpose of 'Furniture & Renovation' and not for occupying it or residing in it. The actual possession has not been handed over as the occupancy certificate is still awaited. Therefore, the complainants are entitled to their right to claim refund of their amount along with interest.

**NAIM KAMARUDDIN & ors. V/S JVPD PROPERTIES PVT LTD**

ORDER DATE: 29.12.2017

The complainants contend that respondent has failed to deliver the possession of

flats booked by the complainants in time. The complainants seek the refund of their money under section 18 of the Act. They further pleaded for the amount of interest and compensation under the relevant provisions of the said Act.

**On perusal of the complaint the authority found that as the agreement for sale has not been executed by the parties the above complaints are not maintainable. Accordingly, complaints were dismissed.**

**UMESH MAGAR & ors. V/S KUL DEVELOPERS PVT LTD**

ORDER DATE: 02.01.2018

Complainants contended that they booked flats in phase 1 of the project of respondent. The respondent agreed to deliver the possession within 5 years from the date of agreement but the same has not been handed over. They alleged that while registering the project with RERA, the respondent has mentioned a possession date beyond the date as agreed. **They further alleged that respondent has not enclosed the commencement certificate nor the respondent has formed association/society of the allottees even after the booking of majority of flats. Also, the respondent has submitted false information at the time of registration with RERA.**

The respondent completely opposed the claim of the complainant and pleaded not guilty.

**On hearing both the sides, the authority concluded that it is necessary to enclose commencement certificate along with registration. Further, the authority decides that as held in the decision of Hon'ble Bombay HC in Neelkamal Realtors Suburban Pvt Ltd V/S UOI in writ petition no. 2737, the respondents cannot be said to have contravened the provisions of RERA where they furnished the dates of completion of the project at time of registration of project different from those to the allottees who already booked the flats before registration. Such allottees shall be governed by their respective agreement for sale.**

In context of registration of separate towers, the authority after considering the provisions held that respondent has not contravened the provisions of RERA by registering the towers separately. **The allegation made by complainants that the respondent has ditched the complainants with earlier advertisements and brochures of the project is not correct as the agreement for sale duly executed between the parties provides that such agreement supersedes and cancels all previous agreement, negotiations and representations.**

**The authority in its final order also held that the promoter/respondent was liable to form an association/society of allottees within the prescribed time of 4 months where more than 50% of apartments/flats in the registered project have been booked.**

Hence, suitable directions were issued by the authority to meet the ends of justice.

**SUNDERLAL AKLINGLAL JAIN V/S HARE KRISHNA BUILDERS**

ORDER DATE: 04.01.2018

**Mumbai Municipal Corporation appointed respondents as developer of the project. The respondents entered into a Joint Venture Agreement with M/s Deeplaxmi Builders. The complainants contended that the respondents had registered the project without mentioning M/s Deeplaxmi Builders as the promoters of the said project.**

**Respondents by opposing the claim contended that M/s Deeplaxmi Builders helped as a financier and no development rights were transferred to them. The respondents further added that M/s Deeplaxmi Builders was a partnership firm which is dissolved and therefore, cannot be added as promoter/co-promoter in the project.**

**The authority after hearing both the sides concluded that RERA has jurisdiction over the complaint as the partnership firm was in existence on the date of registration of the project. Respondents have to upload M/s Deeplaxmi Builders as a promoter along with joint venture agreement.**

**SHAILESH PARDIKAR & ors. V/S SIGMA ONE SHILP VENTURES & ors.**

ORDER DATE: 08.01.2018

**The complainants booked flats in the project of respondents. They alleged that the respondents have failed to handover the possession of these flats on agreed date and hence the complainants are claiming the refund of their amount along with the interest and/or compensation.**

**The respondents in their argument contended that project got delayed due to reasons beyond their control as recommendation from Assisting Director of Town Planning and grant of permission from the Collector, Pune to use the land for non-agricultural purposes got delayed and thereafter the respondents got the approval of revised construction plan. And due to above, they have mentioned that the project will be completed by 31<sup>st</sup> March 2018 while registering the project.**



The authority concluded that on verifying the sale agreements, it is evident that the respondents were required to hand over the possession of the complainant's flats on agreed date. In context with the reasons submitted by the respondents, the court cannot re-write the contracts of the parties. Therefore, authority held that respondents have failed to deliver the possession.

Accordingly, the respondents are directed to refund the amount of complainants along with interest and compensation in addition to cost of complaint borne by the complainants.

**MAHENDRA J. TIWARI V/S PALAVA DWELLERS PVT LTD**

ORDER DATE: 15.01.2018

**The complainant seeks directions to pay interest on amount paid to the respondent on their failing to handover the possession of the flat to the complainant till date.**

The respondent disputed the claim on the ground of maintainability of the complaint and **stated that agreed date along with the grace period of 1 year as per agreement is yet to come.**

The authority on verifying the facts **as per registered agreement held that the agreed date of possession is not yet over considering the grace period provided in the agreement. Therefore, the respondent is not at default and complainant is not entitled to any interest.** Accordingly, complaint is dismissed.

**AKSHAY RAHEJA & ors. V/S COURTYARD REAL ESTATE PVT LTD**

ORDER DATE: 15.01.2018

**The complainants alleged that the Legal Title Report uploaded by the respondent at the time of registration on the RERA website is misleading and incomplete. Therefore, they prayed that registration of respondent be revoked/ suspended and respondent be directed to inform all allottees, admitting the misrepresentation and appropriate penalties to be imposed.**

**The respondent pleaded not guilty and argued that the complainants had no locus standi in the project as they are not the aggrieved party to the said case.**

On view of the above, **the authority decides that the complainants are a party to the case. However, a detailed disclosure in such report, of all the reliefs sought in the suit, is not mandatory.** Thereby, disclosures made by respondent in Legal Title Report are sufficient. Accordingly, the matter is disposed of.

**HIMBINDU CO-OPERATIVE HOUSING SOCIETY V/S JITENDRA SHANKERLAL BRAHMBHATT**

ORDER DATE: 15.01.2018

The complainant being a housing society entered into a development agreement with the respondent to re-develop the said society. The respondent failed to comply with the agreement terms to complete the project within 18 months from the date of Commencement Certificate. Thus, the society approached the Cooperative Court whereby additional time period was allotted to the respondent but till date the project is incomplete. Therefore, the complainant society seeks direction from the authority to register the second supplementary agreement, to execute and register fresh supplementary agreement and to pay damages to each of the members and other reliefs.

The respondent disputed the claim and stated that the said issue is between a society and a promoter, therefore, it is not liable to be entertained in this court of law.

On perusing the submissions made by the parties, authority observed that the **RERA is not a forum to settle disputes between the society and promoter. Accordingly, complaint is dismissed.**

**JITENDRA TULSIANI V/S LAVASA CORPORATION LTD**

ORDER DATE: 15.01.2018

Whether lessee can file a complaint under The Real Estate (Regulation and Development) Act, 2016 against a lessor is the most important legal issue involved in this complaint.

The complainant in his complaint filed under Section 18 of the Real Estate (Regulation and Development) Act, 2016 (in short, RERA), contends that he booked flat no. 1, Wing-1, Dasve Circle, Dasve, Pune which is registered project of respondents. **The respondents entered into an agreement with the complainant on 04.04.2014 and agreed to hand over possession of the flat within 24 months on or before October 2016. However, the respondents have failed to deliver the possession on the agreed date. Hence, this complaint.**

The respondents have pleaded not guilty but they have filed the reply wherein they admitted that within 24 month from the agreement dated 04.04.2014, they agreed to deliver the possession of the complainants' booked flat. However, they could not give the possession in time **because the Ministry of Environmental and Forest by its order**

of status-quo stopped the work till November 2011. Thereafter, respondents faced Some financial problems and therefore they could not complete the project in time. Hence, they request to dismiss the complaint.

Following points arise for determination and I record findings thereon as under:

POINTS	FINDINGS
a) Whether lessee can file a complaint under the Real Estate (Regulation and Development) Act, 2016 against a lessor?	Negative
b) Whether the respondents have failed to deliver the possession of the booked flat on the agreed date?	Redundant
c) Whether the complainant is entitled to get refund of his amount with interest?	Redundant

### REASONS

#### Factual aspect.

The complainant has relied upon the registered agreement executed by the respondents in his favour. On its perusal, I find that it is “agreement to lease of apartment”. Its clause—5.1 clearly shows that the customer (the complainant) agreed to take on lease the apartment from the respondents for the premium and lease rent. The complainant agreed to pay Rs. 43,77,600/- towards payment and clause—7 of the agreement shows that he agreed to pay rent of Rs.1/- per annum. The lease period is for 999 years as per clause 4(e). Clause-25 of the said agreement shows that respondents are sole and absolute owner of the plot whereupon the building will be constructed and the said apartment will be situated. There is clause no. 26 regarding renewal of lease. On perusal of these contents, there remains no doubt in my mind that it is a lease agreement.

#### Legal Aspect:

The crucial question to be addressed is, whether the provisions of RERA are applicable to the transaction of lease. For this purpose, it is necessary to look at the definition of allottee defined by section 2(d) of the Act. It reads as under:

*“ ‘allottee’ in real estate project, means the person to whom a plot, apartment or buildings, as the case may be, has been allotted, sold ( **whether as freehold or leasehold**) or otherwise transferred by the promoter, and includes the person who subsequently acquires the said allotment through sale, transfer or otherwise **but does not include a person to whom such plot, apartment or buildings, as the case may be, is given on rent;**”*

The definition of the **allottee, therefore, precludes a person whom such an apartment is given on rent.** Hence, the complainant cannot be said to be an allottee within this definition.

Section 2(zk) defines promoter as under:

““promoter” means,--

(i) a person who constructs or causes to be constructed an independent building or a building consisting of apartments, or converts an existing building or a part thereof in to apartments, **for the purpose of selling all or some of the apartments to other persons** and includes his assignees; or

(ii) a person who develops land into a project, whether or not the person also constructs structures on any of the plots, **for the purpose of selling to other persons** all or some of the plots in the some of the plots in the said project, whether with or without structures thereon; or

(iii) any development authority or any other public body in respect of allottees of-

(a) buildings or apartments, as the case may be, constructed by such authority or body on lands owned by them or placed at their disposal by the Government; or

(b) plots owned by such authority or body or placed at their disposal by the Government; for the purpose of selling all or some of the apartments or plots, or

(iv) an apex State Level Co-operative Housing Finance Society and a Primary Co-operative Housing Society which constructs apartments or buildings for its Members or in respect of the allottees of such apartments or buildings; or

(v) any other person who acts himself as a builder, colonizer, contractor, developer, estate developer or by any other name or claims to be acting as the holder of a power of attorney from the owner of the land on which the building or apartment is constructed or plot is developed for sale; or

(vi) such other person who constructs any building or apartment for sale to the general public.

Explanation: - For the purposes of this clause, where the person who constructs or converts a building into apartments or develops **a plot for sale and the persons who sells** apartments or plots are different persons, both of them shall be deemed to be the promoters and shall be jointly liable as such for the functions and responsibilities specified, under this Act or the rules and regulations made there under;"

This definition therefore, clearly shows that if any building is built or converted for sale partly or fully then such person comes under the definition of promoter. Then comes Section 3 which provides except the project mentioned in Sub-Section (2) of Section 3, all the projects which are ongoing or which are going to start will have to be registered if they are to be sold wholly or partly. **This Section also provides that entire project or part of it must be for sale.** The Section 9 provides for registration of Real Estate Agents. According to it, no real estate agent can facilitate the sale or purchase or act on behalf of any person to facilitate sale or purchase of plot, apartment or building, unless he has registered with the Real Estate Regulatory Authority. So the agent cannot participate in the process of selling or purchasing the plot, apartment and building without getting registered with the Authority. The other provisions of Section 11 are regarding functions and duties of the promoter. Section 12 is regarding veracity of advertisement and prospectus. Section 13 is about promoter's liability not to accept more than 10% without first entering into agreement for sale. Section 14 is about adherence to sanctioned plans and project specifications. Section 16 obliges promoter to insure the project and section 17 relates to transfer the title. The complainant has filed this complaint under Section 18 of RERA. It provides that on promoter's failure to complete an apartment, plot or building in accordance with the terms of the agreement for sale or his inability to give possession of apartment, plot or building, the allottee gets right to get refund of his amount with interest and/ or compensation, if he withdraws and if he continues then he is entitled to get interest on his investment for every month of delay, till he gets the possession. He is also entitled to get compensation in case of breach of terms and conditions of agreement for sale and if he sustains any loss due to defective title of land. Section 19 relates to rights and duties of allottee. So after taking the review of all these provisions of law, **I find that these provisions relate to the sale of the plot, apartment and building. Section 31 of the Act confers jurisdiction on the Authority or Adjudicating Officer only when there is violation or contravention of the provisions of RERA or the rules and regulations made there under. After going through these provisions, I find that RERA is not applicable to the transactions of lease. Since the complainant has agreed to take an apartment from**



**respondents on lease, MahaRERA does not get any jurisdiction to adjudicate upon this complaint. Hence it requires to be dismissed for want of jurisdiction.** So far as Point No. 2&3 regarding the delayed project and complainant's entitlement for refund of his amount are concerned, they become redundant.

Hence, following order:-

**ORDER**

The complaint is dismissed for want of jurisdiction.

**SAMAJ KALYAN CHS LTD & ors. V/S NIRAJ MANSUKHLAL VED & ors.**

ORDER DATE: 16.01.2018

**The complainants entered into a re-development agreement with the respondents to redevelop the plot/building. Therefore, the complainant alleged that the respondents failed to give possession and pay rent as agreed.**

**Respondents made their contention and stated that nor the complainants are the allottees and neither the respondents are the promoter to the said matter. Therefore, the authority has no reason to entertain this issue.**

On perusing the submissions made by all the parties to the case, **the authority held that the complainants are in fact the promoters in the project and not the allottees as Societies are land owners who are causing construction of project for selling part of it and land owners comes under the definition of the promoter. Also, execution of separate agreements with the members of the society does not make the society as allottees.** The authority also placed reliance over other ambits of definition of the promoter.

Thus, authority gets jurisdiction in respect of disputes between the allottees and promoters which relates to the registered project or its phase only. **The portion of the project (rehab component) which is not registered with the authority is beyond the control of the authority for which it cannot exercise its powers. Hence, authority concluded that dispute of co-operative society being a promoter with another promoter/developer cannot be entertained.**

**Respondents were directed to mention the names of the respective societies as promoter of their respective projects registered with RERA and upload relevant agreements as well.**

**SUMAN DHANJIWADI CHOTALIA V/S NEELYOG CONSTRUCTION PVT LTD**  
**ORDER DATE: 24.01.2018**

The complainant has filed the complaint stating that **complainant's grandfather was entitled to the plot of lands on which construction of project is being carried out by the respondent.** The complainant further stated that the **complainant along with other heirs is in possession of the said property and till date names of the predecessors of the complainant are appearing in "Other Rights" in the Property Card.** He further pointed out that the Respondent has failed to disclose all pending litigations in the project.

The respondent argued the above contention by producing an Order of Dy. Director of Land Records stating wrongfully mentioning of names in the Property Card. He further argued that litigation details uploaded on RERA website are complete in all respect.

On verifying the above facts, **authority concluded that the dispute between the complainant and the respondent is of civil nature.** Moreover, the complainant failed to point out any contravention of RERA (Act) and to prove his right of fair title over the property and therefore, he has no locus standi in the project. Accordingly, complaint is dismissed.

**PRASHANT MADHUKAR KARODPATI V/S SIGMA ONE SHILP VENTURES & ORS**  
**ORDER DATE: 30.01.2018**

1. The complainants have been seeking the refund of their amount with interest and/or compensation from the respondents under section 18 of Real Estate (Regulation and Development) Act, 2016, (RERA), as the respondents have failed to deliver the possession of their flats on agreed dates.

**Pleadings of complainants.**

2. Mr. Prashant Madhukar Karodpati booked a flat no. B-305, Mr. Jitendra D. Chaudhari and Mrs. Nilima Jitendra Chaudhari have booked flat no. B-302 in the respondents' La Cabana project situated at village Susgaon, District Pune. The respondents agreed to deliver these flats within the period of 30 months from the actual commencement of work at site. The respondents themselves have contended in their reply that the

development activities started on 01.01.2015 and therefore, the respondents agreed to deliver possession of these flats on or before 30th June 2017. However, they have failed to hand over the possession of these flats on the agreed date, hence, the complainants have been claiming their amount with interest and/or compensation under section 18 of RERA.

### **Defence of respondents.**

3. The respondents have pleaded not guilty and they have filed their reply. They contend that the Assistant Director of Town Planning recommended their building plan on 30.10.2012 and thereafter, the Collector, Pune granted permission to use the land for non-agricultural purpose and approved the construction plan on 05.02.2013. Thereafter, they got the approval of the revised plan on 31.12.2014 and started development activities on 01.05.2015. Therefore, they contend that since the development work commenced at site on 01.05.2015, the respondents' contractual liability to hand over the possession of the flats to the complainants was on or before 30.06.2017. According to them, the Town Planning Authority came to be entrusted with Pune Metropolitan Regional Development Authority. They completed the parking slab of C and D buildings in May 2015 and that of A & B buildings in October 2015. They received plinth checking certificate of C & D buildings on 17.03.2016 and that of A & B buildings on 18.05.2016. They have mentioned while registering the project that the project shall be completed by 31.03.2018; therefore they contend that the complaints are pre-matured. They contend that the project is delayed because of the reasons beyond their control. According to them, since the market is falling, the complainants want to withdraw from the project. The respondents have further contended that the complainants themselves are claiming refund of their amount and therefore, they are entitled to forfeit a part of their amount as per clause-2 (f) of the agreement. Hence, they request to dismiss the complaints.
4. Following points arise for consideration and I record findings thereon as under.

#### **POINTS.**

#### **FINDINGS**

- a. Whether the respondents failed to deliver the possession of the complainants' flats on agreed date?

Affirmative

b. Whether the respondents prove that they were prevented from completing the project in time because of the reasons which were beyond their control?

Negative

c. Whether the complainants are entitled to get refund of their amount with interest?

Affirmative

### **REASONS**

5. Parties have entered into the agreement for sale in respect of complainants' booked flats. On perusal of those agreements it becomes clear that the respondents have agreed to deliver the possession of the booked flats within 30 months from the date of commencement of construction work at site. The complainants brought to my notice that in the agreement itself the respondents have mentioned that the "promoters have accordingly commenced construction of said building/s, in accordance with the plans sanctioned by the Collector, Pune vide order No.PMA/NA/SR/359/2012 dated 05.02.2013". The agreements for sale have been executed in favour of Mr. Prashant Karodpati on 18.12.2014 and in favour of Mr. & Mrs. Choudhery on 26.12.2014. The respondents have mentioned in their reply that the construction activities on site started on 01.01.2015. So from 01.01.2015 within the period of 30 months they were required to hand over the possession of the complainants' flats. This date comes to 30th June 2017; hence, I hold that the respondents have agreed to deliver the possession of the complainants' flats on 30.06.2017. It is admitted fact that the respondents have not delivered the possession of these flats to the complainants on the said date. On the contrary, they have mentioned that the proposed date of the completion of the project was 01.11.2017 and revised date of completion is 31.03.2018. In this context, Hon'ble Bombay High Court has held in Nilkamal Realtors Suburban Pvt. Ltd. - v/s - Union of India in Writ Petition No. 2737 of 2017 in Ordinary Original Civil Jurisdiction that the Court cannot re-write the contracts of the parties, therefore, the dates specified in the agreements for sale shall be deemed to be agreed dates of possession for the purpose of Section 18 of RERA. Hence, I hold that the respondents have failed to deliver the possession of the flats on the agreed date as their project is delayed.

### **REASONS FOR DELAY:**

6. The respondents have contended that on 31.12.2014, the Collector, Pune sanctioned the revised plan. According to them, the work of construction up to parking slab of 'C'

Building was completed in May 2015 and that of B building in October 2015. The letters for checking the plinth were issued on 26.05.2015 & 08.10.2015 respectively. But the plinth checking certificate of 'C' building has been received on 17.03.2016 and of 'B' building has been received on 18.05.2016, this caused the delay which was beyond their control. In this context, Hon'ble Bombay High Court has observed in the case of Nilkamal Realtors Suburban Pvt. Ltd. - cited Supra that the promoter having sufficient experience in the open market, is expected to have a fair assessment of time required for completing the project. Therefore, the promoters they being experienced in the field having expertise in dealing with the official matters, have to take the proper decision regarding the time likely to be taken by them for completion of their project, while booking the flats and promising the people. Therefore, respondents cannot take somersault and blame the system. The respondents have also mentioned that the planning authority changed and went to PMRDA but at that time no proposal of their project was pending before the said authority which got delayed because of the said change. Therefore, I do not find that reasons causing delay were beyond the control of the respondents.

### **Entitlement of complainants**

7. The respondents contend that since the complainants have been claiming refund of their amount, they are entitled to forfeit Rs. 50,000/under clause-2(f) of the agreement. This clause provides that 'in the event of the agreement being terminated by the purchasers for any reason whatsoever, the promoter shall be entitled to retain/withhold/forfeit the minimum amount of Rs. 50,000/- from and out of amount so far then paid by the purchaser to the promoter.' Complainants of their own are not terminating the agreements. The respondents themselves have defaulted in handing over the possession of the booked flats on agreed date. Section 18 of RERA confers option upon them to withdraw from the project and claim their amount with interest as the respondents have failed to deliver the possession of their flats on agreed date. So clause-2(f) of the agreement has no role to play in these cases. I hold the complainants are entitled to get back their full amount with interest.
8. When the promoter makes the default in delivering the possession of the flats on agreed date, he becomes liable to refund all the amount paid by the allottee. He also becomes liable to reimburse the allottee all the expenses incurred by him relating to the transaction such as the payment of taxes, registration charges and ancillary expenses.



9. Mr. Prashant Karodpati has filed payment details marked Exhibit -'A'. He is entitled to get refund of the amount mentioned in column ( E ) & (G) thereof as these sums have been paid to the respondents towards the price of the flat. Mr. Prashant has paid Rs. 2,30,000/- towards stamp duty in his name for registering the agreement for sale. On cancellation of the agreement for sale, he will be entitled to seek refund of the stamp duty. Hence, the respondents are not liable to reimburse this amount. However, on 12.12.2014 he paid Rs. 35,000/- towards registration charges which he is entitled to get. He is also entitled to get the misc. expenses mentioned in column (L) to the extent of SBI Home Loan processing fee, POA advocate fees for bank loan, general POA receipt expenses only. He is also entitled to get Rs. 20,000/- towards cost of this complaint. Since the complainant is getting the interest which is compensatory in nature all other his claims cannot be allowed and hence they are rejected.
10. Mr.& Mrs. Chaudhari have filed payment details marked Exhibit -'A'. They are entitled to get refund of the amount mentioned in column 3.1, 3.2 as these sums have been paid to the respondents towards the price of the flat. They have paid Rs. 2,30,000/- towards stamp duty for registering the agreement for sale. The duty is paid by them. On cancellation of the agreement for sale, they shall be entitled to seek refund of the stamp duty. Hence, the respondents are not liable to reimburse this amount. However, on 26.12.2014 they had paid Rs. 36,920/- towards registration charges and ancillary expenses which they are entitled to get. They are also entitled to get the misc. expenses mentioned in column 5 to the extent of SBI Home Loan processing fee, POA advocate fees for bank loan, general POA receipt expenses only. They are also entitled to get Rs. 20,000/- towards cost of this complaint. Since the complainants are getting the interest which is compensatory in nature all other their claims cannot be allowed and hence they are refused.
11. Section 18 of RERA allows the interest at the prescribed rate. The rules prescribe the rate of interest shall be of MCLR of SBI + 2%. The current MCLR of SBI is 8.05%, hence complainants are entitled to get their amount with the interest at the rate of 10.05% from the date of their payments. Hence, the following order.

### **ORDER**

1. The respondents shall pay Mr. Prashant Karodpati the amount mentioned in the statement marked at Exhibit- A subject to the observations contained in paragraph 9 of this order.
2. The respondents shall pay Mr. & Mrs. Chaudhari the amount mentioned in the

statement marked at Exhibit- A subject to the observations contained in paragraph 10 of this order.

3. Payment details marked Exhibit 'A' in both the complaints shall form the part of this order.
4. The respondents shall pay the above amount with interest at the rate of 10.05% from the date of their receipt till they are repaid.
5. The respondents shall pay Rs. 20,000/- towards the cost of each complaint to the respective complainants.
6. The charge of aforesaid amount shall be on the flats booked by complainants till satisfaction of their claim.
7. Complainants shall execute deed of cancellation of agreements for sale on satisfaction of their claims, at respondents' cost.

**NEHA AGRAWAL V/S SHETH INFRAWORLD PVT LTD**

ORDER DATE: 30.01.2018

The complainant booked an apartment with the respondent. They entered an agreement to sale dated 5<sup>th</sup> January, 2016. But **the respondent has failed to handover possession of said apartment in agreed time. Therefore, complainant claims the interest for delayed possession.**

Respondent argued that **primary reasons for delay** in construction and handing over possession of said apartment **were stop work notice for period May 2015 to Feb 2016, complainant's default in making timely payments, sand shortage, labour shortage, demonetization and heavy rainfall.**

After hearing the arguments of both the parties and in view of the above facts, **the authority has directed the respondent to handover the possession of the said apartment, with Occupancy Certificate, to the complainant on or before 31<sup>st</sup> March 2018 failing which the respondent shall liable to pay interest as already 95% of the consideration has been received by the respondent.**

**SATISH B. SHETTY V/S GURUASHISH CONSTRUCTION PVT. LTD.**

ORDER DATE: 06.02.2017

The complainant alleged that **the respondent has failed to hand over the possession of booked apartment on agreed date. Therefore, claiming the refund of amounts paid to the respondent along with interest and compensation.**

The respondent submitted by virtue of an order passed by NCLT that he is under an Insolvency Resolution Process (IRP). Hence, the present complaint cannot be proceeded with until the IRP is completed.

On reviewing the facts in this case, it was clear that NCLT prohibited the institution of suits or continuation of pending suits or proceedings against the corporate debtor. Therefore, authority held that though the complainant is entitled for certain reliefs under RERA yet they can't be granted at this juncture.

Hence, the complainant was given liberty to file a fresh complaint after finalization of the said IRP.

**SECRETARY. MAHARERA V/S KABRA & ASSOCIATES**

ORDER DATE: 08.02.2018

Section 3(1) of the Act states that **no promoter shall advertise any plot/ apartment**, as the case may be, in any real estate project, **without registering the project** with the RERA (Authority).

Section 11(2) states that the **advertisement** published by the promoter **shall mention the website address of the Authority and include the registration number** and such other matters incidental thereto.

Further, Section 14 states that –

- (1) The proposed **project shall be developed and completed** by the promoter **in accordance with the sanctioned plans** and specifications as approved.
- (2) The **promoter shall not** make- (i) any additions/**alterations in the sanctioned plans** without the previous consent of buyer. (ii) Any other alterations/additions in the common areas within the project **without the previous written consent of at least two-thirds of the allottees**, other than the promoter, who have agreed to take apartments in such building.

With a view to having uniformity, MahaRERA had through scrolls on its website and also by sending emails, informed all the promoters of registered project, the manner

MahaRERA Regn No. and MahaRERA website address should be displayed in various advertisements/brochures made by registered promoters.

**In spite of the same, the promoter(s) has published advertisements in the newspapers.** The mentioned advertisements have prima facie violated section 3(1) by advertising a non-registered project and section 11 (2) by not mentioning the website address. In addition, the advertisement has carried a "Disclaimer" which also prima facie violates the provision of Section 14(2) of the Act.

**Therefore, taking suo moto cognizance of the matter, the promoter was called upon.**

On the date of the hearing, the promoter accepted that the alleged violations were totally inadvertent and **they did not have any intention to show non-compliance** towards the provisions of the Act or rules or regulations made there under. They offered unconditional apology. **They further provided an undertaking that no such violation of the Act would happen in the future.**

**MahaRERA accepts the contention of the promoter that the aforesaid violations of the provisions of the Act have happened unintentionally.** Therefore, only a token penalty, under the provisions of section 59(1) of Rs. 10,00,000/-and under section 61 of the Act Rs. 2,00,000/- is imposed and thus **Promoter is hereby directed to pay a penalty of Rs 12,00,000/- (Rupees twelve lacs only) and further warned to ensure that such violation is not repeated in future.**

MADHYA PRADESH REAL ESTATE REGULATORY AUTHORITY

**32 APPLICANTS (Complaint Dated 31.10.2017) & ors. V/S SHILPI REALTIES PVT LTD**  
ORDER DATE: 11.12.2017

The applicants alleged that they made registry of their plots and some of them got building constructed on it but **following facilities were not provided to the applicants in the project-**

1. Electrification
2. Road
3. Water Facility
4. Sewage Treatment Plant not constructed
5. Broken boundary wall
6. General development like Park, Temple etc. not completed.

The respondent replied to the complainants through e-mail in context to the above matter raised by the complainants.

After considering submissions of both the parties, the authority decided that the remaining work is to be completed as per the date given in the judgment. **The respondent is to provide electric facility, complete road construction and also to provide water facility within 6 months which will be monitored by the technical person of the Authority on monthly basis.**

**All party to this complaint was directed to withdraw all legal cases pending.** The technical member will submit the progress report on development of the project within 6 months to the court.

**SHASHI SABLOK V/S SVS BUILDCON PVT LTD**

ORDER DATE: 15.12.2017

The complainant seeking directions to the respondents to refund the amount of consideration accepted by them on their failing to handover the possession of the flat to the complainant till date.

The respondent contended that the project of the respondent is nearly complete and assured that the possession of the flat will be handed over by the end of December 2017. He further contended that the possession couldn't be provided due to unavoidable obligations.

On scrutinizing the case, **it was found that the authority in the order dated 11<sup>th</sup> September 2017 concluded that the causes of delay in possession submitted by the respondent earlier are very vague and inconsiderable. Therefore, the respondent was directed to pay the compensation as per the rate of Rs. 5 per sqft pm. as mentioned in the agreement and thereby overriding the provision of section 18 of RERA (Act) in terms of compensation along with interest.**

**VIRENDRA KUMAR VERMA V/S IBD UNIVERSAL PVT LTD**

ORDER DATE: 08.01.2018

The applicant booked a flat in the respondent's project, whereby the booking agreement was entered on 22.05.2014. Therefore, **the applicant claims that even though the Allotment cum Acceptance Letter does not provide the delivery date, the applicant was orally promised to handover the possession of flat in time and he is compelled**



to reside on rent because of delay in possession. Hence, the applicant prayed for interest and compensation.

**In response, the respondent alleged that the applicant, Virendra Kumar Verma, has not paid the full amount of installments and is liable to pay an additional interest over such delay of installment. He further argued that applicant's home loan bank had declined to release any further amount. Also, he mentioned that no oral assurance was given regarding the date of possession.**

On examination of documents produced, the authority decides that though the documents do not mention a delivery date yet a reasonable period of time for completion shall be granted for a project, considering its nature and size and the same shall be coupled with the chargeability of interest. In context of delayed payment, the authority held that there has been no delay on the part of the complainant and up to date payments has been made by the bank. Accordingly, the case is closed.

**CHANDAN CHAURASIYA V/S SVS BUILDCON PVT LTD**

ORDER DATE: 10.01.2018

The applicant contends that he **booked a flat with the respondent** against which a total sum of Rs. 9,00,000 has been paid by him to the respondent. Later, **in 2016, the applicant cancelled the booking** of the said flat and calls for refund of the amount. But **the respondent has failed to honor the payment as agreed. Therefore, the applicant claims the refund of amount along with interest.**

**The respondent contends that the relation between the allottee and the respondent has been diluted as the booking was cancelled by the complainant before coming into force of the Act. Hence, RERA has no jurisdiction over such complaint.**

After analyzing the facts of the case, **the authority held that as the promoter has not refunded the amount of the complainant on cancellation of the booked flat, therefore, the issue between the promoter-allottee is retained.** Further, in context to prayer of the complainant for the interest on amount, the authority concludes that the complainant is entitled for interest as agreed in M.O.U. executed between the promoter and the allottee. **Hence, the respondent was directed to return the amount along with the interest at the rate as prescribed by the rules.**

**PART-III**  
**NOTIFICATION & CIRCULARS**

राजस्थान सरकार  
नगरीय विकास विभाग

जयपुर

**CIRCULAR NO.:** क्रमांक प. 3(50)नविवि/3/2016 पार्ट  
**DATE:** 04.01.2018

सचिव,  
नगर विकास न्यास,  
पाली/सीकर/बाडमेर/चित्तौड़गढ़/सवाईमाधोपुर

आयुक्त,  
नगर परिषद्,  
पाली/सीकर/बाडमेर/चित्तौड़गढ़/सवाईमाधोपुर

**विषय :** पूर्व में अनिस्तारित प्रकरणों के निस्तारण के संबंध में ।

**संदर्भ :** विभागीय पत्र क्रमांक प.3(50)नविवि/3/2016 पार्ट दिनांक 30.10.2017 के क्रम में ।

महोदय,

उपरोक्त विषयान्तर्गत विभागीय समसंख्यक पत्र क्रमांक प.3 (50)नविवि/3/2016 पार्ट दिनांक 30.10.2017 को अधिक्रमित करते हुए निर्देशानुसार लेख है कि -

- 1- नगर परिषदों द्वारा दिनांक 30.09.2017 तक अनुमोदित ले-आउट प्लान के प्रकरणों में नगर परिषद सीमा में स्थित भूखण्डों के पट्टे नगर परिषद् द्वारा जारी किये जायेंगे तथा नगर परिषद सीमा से बाहर स्थित क्षेत्र में पट्टे नगर विकास न्यास द्वारा जारी किये जायेंगे । ऐसे प्रकरणों में यदि आवेदक द्वारा पूर्व में कोई राशि नगर परिषद् में जमा करा दी गयी है तो नगर विकास न्यास द्वारा उसकी पुष्टि कर उसका समायोजन आवेदक को जारी किये जाने वाले मांग पत्र में कर दिया जायेगा ।
- 2- दिनांक 30.09.2017 के पश्चात् अनुमोदित हुए ले-आउट प्लान अथवा नवीन प्रकरणों में पट्टे जारी करने का कार्य नगर विकास न्यास द्वारा किया जायेगा ।

राजस्थान सरकार  
नगरीय विकास एवं आवासन विभाग

जयपुर

CIRCULAR NO.: क्रमांक प.3(77)नविवि/3/2010 पार्ट-IV

DATE: 09.01.2018

## आदेश

राजस्थान टाउनशिप पॉलिसी-2010 (10 हैक्टेयर तक) के बिन्दु संख्या 4 की तालिका A के क्रम संख्या 2 में वर्तमान प्रावधान में निम्न प्रावधान राज्य सरकार के सक्षम स्तर से अनुमोदन पश्चात् जोड़ा जाता है :-

राजस्थान टाउनशिप पॉलिसी-2010 में 10 हैक्टेयर तक क्षेत्रफल की योजनाओं में न्यूनतम 10 प्रतिशत क्षेत्रफल जन सुविधा यथा स्कूल कम्युनिटी सेन्टर, डिस्पेन्सरी, क्लब हाउस तथा अन्य सार्वजनिक उपयोग हेतु आरक्षित किये जाने का प्रावधान है इसके अतिरिक्त 5 प्रतिशत क्षेत्रफल पार्क हेतु आरक्षित किये जाने का प्रावधान है ।

इन योजनाओं में सुविधा क्षेत्र एवं पार्क हेतु नियमानुसार छोड़े गये क्षेत्रफल के अधिकतम 15 प्रतिशत के बराबर बिल्टअप एरिया में अधिकतम भूतल + 1 मंजिल में क्लब हाउस/सामुदायिक केन्द्र का निर्माण अनुज्ञेय होगा, यह निर्माण सुविधा हेतु आरक्षित की गई भूमि पर किया जा सकेगा एवं इसका उपयोग टाउनशिप के निवासियों द्वारा किया जावेगा । उक्त क्लब हाउस का निर्माण विकासकर्ता द्वारा किया जाकर संबंधित विकास समिति (आर.डब्ल्यू.ए.) को हस्तान्तरित किया जायेगा । इसका रख-रखाव संबंधित विकास समिति (आर.डब्ल्यू.ए.) द्वारा सुनिश्चित किया जायेगा । इस पर विकासकर्ता का स्वामित्व नहीं होगा व अन्य कोई व्यवसायिक उपयोग नहीं किया जावेगा । इस गतिविधि के लिये पृथक से विकासकर्ता के पक्ष में भूमि के आवंटन की आवश्यकता नहीं होगी । यह क्षेत्र विक्रय योग्य सुविधा की श्रेणी में नहीं होगा, केवल विकासकर्ता को उक्त भूमि पर क्लब हाउस/सामुदायिक केन्द्र निर्माण की स्वीकृति दी जावेगी ।

उत्तर प्रदेश शासन  
आवास एवं शहरी नियोजन अनुभाग-3

लखनऊ

CIRCULAR NO.: संख्या-1501/8-3-17-65 विविध/16 टी.सी.-I

DATE: 24.01.2018

अधिसूचना

भू-सम्पदा (विनियमन और विकास) अधिनियम, 2016 (अधिनियम संख्या 16 सन् 2016) की धारा-43 के प्रथम परन्तुक के अधीन शक्तियों का प्रयोग करके राज्यपाल "उत्तर प्रदेश भू-सम्पदा अपील अधिकरण" स्थापित होने तक "उत्तर प्रदेश राज्य परिवहन अपील अधिकरण" को उक्त अधिनियम के अधीन अपीलों की सुनवाई करने के लिए अभिहित करते हैं ।

**MAHARASHTRA REAL ESTATE REGULATORY AUTHORITY****CIRCULAR NO.: 15/2018****DATE: 29.01.2018****MAHARERA CONCILIATION & DISPUTE RESOLUTION FORUM**

Whereas the Chairperson MahaRERA is vested with the powers of general superintendence and directions in the conduct of affairs of the authority under section 25 of the Real Estate (Regulation and Development) Act, 2016 (RERA).

Whereas as per Section 32 (g) of the Real Estate (Regulation and Development) Act, 2016, Maharashtra Real Estate Regulatory Authority must take measures to facilitate amicable conciliation of disputes between promoters and the allottees through dispute settlement forums set up by the consumer or promoter associations.

With this objective MahaRERA Conciliation and Dispute Resolution Forum hereinafter referred as 'The Forum' has been formed to facilitate resolution of disputes amicably, thereby saving cost and time of litigation to parties and state. The Forum consists representatives of Mumbai Grahak Panchayat, a leading Consumer body and the promoters' association representatives from CREDAI, MCHI, CREDAI - Pune Metro & NAREDCO.

**The objectives of the Forum shall be as follows:**

- a) Constitute/ establish panel of eminent Conciliators representing consumer's association and promoters' associations.
- b) To promote and popularize the amicable and effective settlement of disputes arising with reference to Real Estate (Regulation & Development) Act 2016, under various Alternate Dispute Resolution mechanism.
- c) To popularize conciliation as an effective dispute resolution mechanism with moderate cost (cost effective) and speedy settlement of commercial disputes.

- d) To Co-ordinate/ assist ADR proceedings by establishing facilities and providing administrating services.

### **MahaRERA Conciliation & Dispute Resolution Forum (The Forum)**

The Core Committee has been established to guide and monitor the functioning of the Forum. The Core Committee will be headed by the Secretary, MahaRERA and 2 representatives each of Mumbai Grahak Panchayat, NAREDCO, MCHI and CREDAI. MahaRERA will provide administrative as well as financial support to the Forum.

The Secretary/MahaRERA will be the chairperson and shall have the powers of general superintendence, in addition to presiding over the meetings of the Core Committee and exercise and discharge such administrative powers and functions of the Forum as may be needed from time to time.

### **Composition of Conciliation Bench**

Initially, there will be 10 Conciliation Benches set up for Mumbai Metropolitan Region (MMR) and 5 Benches for Pune Region. Each Bench will have one Conciliator of MGP and one from either NAREDCO or MCHI or CREDAI. NAREDCO, MCHI & CREDAI have agreed to forego any honorarium from the Forum. Conciliators from MGP will be given an honorarium of Rs.5000/- per case heard by them.

### **Location of the Benches**

In Mumbai Metropolitan Region, the Conciliation Benches will be functional, for time being, from offices of MahaRERA (Bandra - East) (only on Saturdays), MCP's Grahak Bhavan at JVPD Scheme, Vile Parle (West); NAREDCO office in Powai & Thane (West), MCHI & NAREDCO offices in Churchgate and Thane (West). In Pune, Conciliation Benches will operate from MahaRERA office located in Aundh, Pune.

### **Procedure for Conciliation**

Only disputes between promoters and allottees which are under purview of Real Estate (Development & Regulation) Act, 2016, Rules and Regulations made there under shall be admissible by the Forum.

- The Party initiating the Conciliation will file his/her on-line application and the same will be automatically emailed to the other side party.

- The other side party has to convey his consent for Conciliation within 7 days.
- On receipt of the consent from the other side party, the first party shall make payment of Fees (Rs. 1000/- plus GST).
- Thereafter, the matter will be referred to the appropriate Conciliation Bench and the parties will be intimated the Date, Time and Venue of the Hearing.
- Both parties are expected to be present in person or through their authorized representatives.
- Both the Conciliators will facilitate resolution of dispute between the parties in an informal and amicable manner.
- If the parties agree to any settlement, the Consent Agreement will be drawn, which will be signed by the Parties concerned and the Conciliators.
- The settlement agreement arrived with the consensus of the parties shall be binding on both the parties. If compliance to the settlement order is not done, due cognizance of the non-compliance will be taken into account in the future proceedings of MahaRERA, if the aggrieved parties approaches MahaRERA.
- In case, the parties fail to reach an amicable settlement, the Conciliation process will stand terminated and the parties concerned will be at liberty to pursue their dispute before MahaRERA Dispute Redressal mechanism or before any other Court or forum.
- The online application for applying in the Conciliation Forum will commence from 1<sup>st</sup> February 2018.

**GUJARAT REAL ESTATE REGULATORY AUTHORITY**

CIRCULAR NO.: GujRERA/Order-6

DATE: 31.01.2018

**PROJECT COMPLETION COMPLIANCE FOR REGISTERED PROJECTS**

As per the provisions of Sections 11, 13 and 17 of the Real Estate (Regulation &

Development) Act, 2016 read with Rule 9 of the Gujarat Real Estate (Regulation & Development) (Matters Relating to the Real Estate Regulatory Authority) Rules, 2016, every promoter is required to submit the Project Completion Compliance before the project end date intimated in the Registration Certificate.

Gujarat Real Estate Regulatory Authority has made available the online facility of filing of Project Completion Compliance within the Promoter's login on the Gujarat Real Estate Regulatory Authority Portal.

### **ORDER-6**

Project Completion Compliance for a few of the Registered Projects may have missed the time schedule due to the time taken in making the compliance submission facility available and due to some implementation constraints. Under the circumstances now, the Promoters are directed to submit the Project Completion Compliance of the completed projects latest by 7<sup>th</sup> of February 2018 so as to comply the provisions contained in the Real Estate (Regulation & Development) Act 2016, Rules and Regulations made there under. Thereafter, the promoters would be required to file Project Completion Compliance before the Project End Date in normal course.

### **GUJARAT REAL ESTATE REGULATORY AUTHORITY**

CIRCULAR NO.: GujRERA/Order-7

DATE: 15.02.2018

### **ORDER-7**

### **FEES FOR VARIOUS PROCESSES**

In exercise of the powers conferred on its sub-sections (1) and (2) of Section 85 of the RERA (Act), 2016 read with Regulation 4A of the Gujarat Real Estate Regulatory Authority (General) Regulation, 2017 amended from time to time the Gujarat Real Estate Regulatory Authority hereby fix various fees for processes indicated in the table below:-

<b>Sr. No.</b>	<b>Detail</b>	<b>Fees</b>
1.	Processing fees for refund of registration fees for erroneous application.	Processing fee of Rs.5000/- will be retained from refund admissible.
2.	Processing fees for change request of a project / agent details after registration of	Processing fees of Rs.5000/- per application will be applicable.



	<p>a Project.</p> <p>Details to be changed:</p> <ul style="list-style-type: none"> <li>❖ Registration process E-mail ID</li> <li>❖ Details of registration granted by authority</li> <li>❖ Promoter Details (individual/ company)</li> <li>❖ Type of promoter</li> <li>❖ Authorized Signatory Details (Company)</li> <li>❖ Project Detail</li> <li>❖ Project Bank Details</li> <li>❖ Project PAN Card</li> <li>❖ Performa of Allotment Letter</li> <li>❖ Fees details</li> <li>❖ Other profile changes to be affected on fee payment.</li> </ul>	
3.	Fees for revision of plan of registered project.	Same as the amount paid as Registration fees for the project
4.	Fees for the inspection of records and application for certified copies as per Regulation 31 & 47 of GujRERA Regulations.	<p>(a) For observation of records, Rs.20/- for first thirty minutes, afterwards Rs.25/- for every thirty minutes will be applicable.</p> <p>(b) For certified copies Rs.2/- per page of size upto A-3/A-4. For larger size paper and for providing photograph, etc. the amount of fee will be the actual cost for the same.</p>
5.	Processing fees for reopening of quarterly return (in case of late submission) in promoter log-in for one month.	Rs.10,000/-

राजस्थान सरकार  
नगरीय विकास एवं आवासन विभाग

जयपुर

CIRCULAR NO.: प.18(36) नविवि / NAHP / 2014 पार्ट  
DATE: 20.02.2018

## आदेश

**विषय :- मुख्यमंत्री जन आवास योजना-2015 के विभिन्न प्रावधानों में संशोधन बाबत ।**

मुख्यमंत्री जन आवास योजना के सुचारु संचालन तथा इस से संबंधित इसमें आने वाली कठिनाईयों के निराकरण हेतु माननीय मंत्री महोदय, नगरीय विकास विभाग एवं आवासन विभाग की अध्यक्षता में गठित उच्च स्तरीय समिति (High Power Committee) की बैठक दिनांक 18.01.2018 में निम्नानुसार निर्णय लिये गये :-

- 1- मुख्यमंत्री जन आवास योजना-2015 के प्रावधान-1A में 5000 वर्गमीटर से कम क्षेत्रफल की फ्लैटड डवलपमेंट की योजनाओं में ई.डब्ल्यू.एस./एल.आई.जी श्रेणी हेतु वर्तमान प्रावधान निम्नानुसार संशोधित किया जाता है:-

मुख्यमंत्री जन आवास योजना -2015 के वर्तमान प्रावधान के अनुसार 5000 वर्गमीटर से कम क्षेत्रफल की फ्लैटड डवलपमेंट की योजनाओं में कुल एफ.ए.आर का 7.5 प्रतिशत एफ.ए.आर. क्षेत्र का शुल्क राशि रु. 100/- प्रति वर्गफीट लिये जाने का प्रावधान है । 5000 वर्गमीटर से कम क्षेत्रफल की फ्लैटड डवलपमेंट की योजनाओं में कुल बी.ए.आर. क्षेत्र का 11.25 प्रतिशत बी.ए.आर. (7.5% FAR) क्षेत्र पर राशि रु. 100/- प्रति वर्गफीट के हिसाब से लिया जावे ।

## अथवा

विकासकर्ता यदि चाहे तो 11.25 प्रतिशत बी.ए.आर. (7.5% FAR) ई.डब्ल्यू.एस./एल.आई.जी श्रेणी हेतु निर्मित कर सकता है । उक्त स्वीकृत किये जाने वाले बी.ए.आर. की एवज में प्रोत्साहन स्वरूप 0.5 बी.ए.आर. निःशुल्क स्टैण्डर्ड बी.ए.आर. के अतिरिक्त अनुज्ञेय किया जाता है । ई.डब्ल्यू एस./एल.आई.जी. श्रेणी हेतु निर्मित आवास पॉलिसी में निर्धारित आवंटन दर (वर्तमान आवंटन दर रु. 1200/- प्रति वर्गफीट) पर नियमानुसार आवंटन किये जायेंगे ।

- 2- प्रावधान-1सी (ii) के प्रकरणों में बाह्य विकास कार्य हेतु निर्धारित रुपये 50/- प्रति वर्ग फिट की राशि स्थानीय निकाय के स्थान पर विकासकर्ता को दिए जाने का प्रावधान सम्मिलित किया जाता है ।

- 3- प्रावधान-1 सी के प्रकरणों में चूंकि औद्योगिक प्रयोजनार्थ पूर्व से ही पट्टे जारी किये हुए हैं, अतः प्रावधान-1 सी के तहत आवेदित प्रकरणों में 5 प्रतिशत सुविधा क्षेत्र अलग से नगरीय निकायों को समर्पित किया जाना आवश्यक नहीं है।
- 4 प्रावधान-1-सी में शहरों की जनसंख्या के अनुरूप निम्नानुसार प्रावधान सम्मिलित किया जाता है :- मुख्यमंत्री जन आवास योजना-2015 के प्रावधान-1 सी के सभी प्रावधानों में प्रावधान 3 बी के अनुरूप जी-2 तक का निर्माण 120 ईकाई प्रति एकड़ निर्माण किये जाने की बाध्यता को समाप्त करते हुए शहरों की जनसंख्या के अनुरूप निम्नानुसार भवन के न्यूनतम तल (फ्लोर) निर्धारित किये जाते हैं –
  - एक लाख तक की आबादी वाले शहरों में न्यूनतम भूतल तथा अधिकतम भूतल + 2 मंजिल ।
  - एक लाख से अधिक एवं दो लाख तक की आबादी वाले शहरों में न्यूनतम भूतल+1 मंजिल तथा अधिकतम भूतल+2 मंजिल ।
  - दो लाख से अधिक आबादी वाले शहरों में न्यूनतम भूतल+2 मंजिल ।
- 5- प्रावधान-3-बी में स्पष्ट किया जाता है कि ई.डब्ल्यू.एस आवास ईकाई हेतु भूखण्ड का न्यूनतम क्षेत्रफल 30 वर्गमीटर तथा कारपेट एरिया अधिकतम 30 वर्गमीटर तथा उक्त प्रावधान में एल.आई.जी. आवास ईकाई हेतु भूखण्ड का न्यूनतम क्षेत्रफल 45 वर्गमीटर एवं कारपेट एरिया अधिकतम 60 वर्गमीटर रखा जाना आवश्यक है ।
- 6- योजना के अन्तर्गत केवल प्रावधान-3बी के अन्तर्गत प्रस्तावित आवासों में सीढ़ी (Staircase) के क्षेत्र को कारपेट एरिया से छूट दिये जाने का प्रावधान किया जाता है।
- 7- प्रावधान-3बी के अन्तर्गत ई.डब्ल्यू.एस./एल.आई.जी. के दो भूखण्डों (Plots) में कॉमन सिढ़ी रखे जाने का प्रावधान किया जाता है । कॉमन सिढ़ी का क्षेत्रफल भूखण्डों के क्षेत्रफल में सम्मिलित नहीं होगा।
- 8- प्रावधान-3बी के अन्तर्गत प्लॉटों में अग्र सैटबैक 1.5 मीटर में दुपहिया वाहनों की पार्किंग भवन की चौड़ाई के सामानान्तर 2 मीटर x 1 मीटर तक दुपहिया वाहन के पीछे दूसरा दुपहिया वाहन अनुज्ञेय किये जाने का प्रावधान किया जाता है ।

- 9- विभागीय आदेश दिनांक 24.07.2017 में प्राप्त आवेदनों में से लॉटरी के माध्यम से आवंटन किये जाने के पश्चात् आवंटन से शेष आवासों का आवंटन “पहले आओ, पहले पाओ” के आधार पर विकासकर्ता द्वारा किया जाने को मुख्यमंत्री जन आवास योजना-2015 के सभी प्रावधानों पर लागू किया जाता है ।
- 10- अधिसूचना दिनांक 03.04.2017 के अनुसार आवेदकों की पंजीकरण राशि आवेदकों के लॉटरी में असफल होने अथवा आवेदन निरस्त होने की दशा में लौटाये जाने का प्रावधान किया गया है । यह स्पष्ट किया जाता है कि उक्त प्रावधान अधिसूचना दिनांक 03.04.2017 के बाद लॉटरी में असफल होने तथा आवेदन निरस्त होने की दशा में आवेदकों को पंजीकरण राशि लौटाई जानी है ।
- 11- निर्धारित दर पर बेचे जाने वाले सभी प्रावधानों में लिफ्ट की सुविधा सम्मिलित की जाती है तो अधिकतम 50 इकाईयों पर प्रति लिफ्ट के हिसाब से प्रस्तावित करने पर विकासकर्ता को रुपये 75/- प्रति वर्ग फिट की दर से अधिक भुगतान किये जाने का प्रावधान किया जाता है ।
- 12- मुख्यमंत्री जन आवास योजना-2015 के जनरल कंडीशन के बिन्दु संख्या-5 (Price for Allotment) के अनुसार दिनांक 01.04.2017 के बाद प्रत्येक वित्तीय वर्ष के प्रारम्भ में निर्धारित दर में 5 प्रतिशत वार्षिक वृद्धि के प्रावधान के तहत वार्षिक वृद्धि हेतु निम्नानुसार प्रावधान सम्मिलित किया जाता है –

निर्धारित दर में 5 प्रतिशत वृद्धि कर रुपये 1260/- प्रति वर्गफीट की जाती है । जिसमें से उपदजमदंदबम निदके हेतु रुपये 50/- प्रति वर्गफीट तथा रुपये 50/- प्रति वर्गफीट नगरीय निकाय को दिये जाने के उपरान्त शेष राशि रुपये 1160/- प्रति वर्गफीट विकासकर्ता को देय होगी । उक्त वार्षिक वृद्धि दिनांक 01.04.2017 से प्रभावी होगी तथा आगामी वृद्धि 5 प्रतिशत की दर से दिनांक 01.04.2018 से स्वतः ही प्रभावी होगी ।

भविष्य में प्रत्येक वर्ष अप्रैल माह की प्रथम तारीख को उक्त 5 प्रतिशत वृद्धि स्वतः ही प्रभावी होगी । योजना में वर्णित “Sale price, applicable on any project will be the one which is prevailing at the time of approval of building plans” को संशोधित करते हुये निम्नानुसार प्रतिस्थापित किया जाता है। “पूर्व में आवंटित आवासों पर संशोधित दरें लागू नहीं होगी तथा भविष्य में आवासों के आवंटन की दिनांक को प्रभावी दरों पर आवंटन किया जायेगा।”

**GOA REAL ESTATE REGULATORY AUTHORITY**

CIRCULAR NO.: 11/35/2017-DMA/

DATE: 23.02.2018

**ORDER**

Under Section 59(1) of Real Estate (Regulation and Development) Act, 2016 read with section (4) of Goa Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate agents, Rates of Interest and Disclosures on Website) Rules, 2017, it is to inform all concerned that the last date for filing online applications for ongoing Real Estate Project Registration under RERA has been extended till 23/03/2018, without penalty. However, applications for registration can be uploaded till 31/03/2018 with penalty of Rs.50,000/.

**MAHARASHTRA REAL ESTATE REGULATORY AUTHORITY**

CIRCULAR NO.: MahaRERA/Secy/APT/ADJ/81/2018

DATE: 27.02.2018

**APPOINTMENT OF ADJUDICATING OFFICERS ON THE PANEL OF MAHARERA**

Whereas the Govt. vide its Notification No. REA.2017/C.R.79/ DNP-2 dated 15th March, 2017 has constituted Maharashtra Real Estate Regulatory Authority.

Whereas in accordance with the provisions of Section 71 of RERA Act, 2016 for the purpose of adjudicating compensation under Section 12, 14, 18 & 19, the Authority shall appoint in consultation with the appropriate Govt. one or more judicial officers as deemed necessary who has or has been District Judge to be an Adjudicating Officer. Whereas in exercise of powers conferred under section 71 of RERA Act, 2016, the Authority in consultation with Govt. appointed the following retired District Judges as Adjudicating Officers on its Panel.

1. Shri Madhav Vithal Kulkarni
2. Shri Bhale Sambhaji Balaji

The work of new adjudicating officers will commence from 01<sup>st</sup> March, 2018.

राजस्थान सरकार  
नगरीय विकास एवं आवासन विभाग

जयपुर

CIRCULAR NO.: प.18(36) नविवि/NAHP/2014 पार्ट

DATE: 28.02.2018

संशोधन पत्र

**विषय :- मुख्यमंत्री जन आवास योजना-2015 के विभिन्न प्रावधानों में संशोधन बाबत ।**

मुख्यमंत्री जन आवास योजना के विभिन्न प्रावधानों में संशोधन बाबत दिनांक 20.02.2018 को जारी आदेश के बिन्दु संख्या-1 को निम्न से प्रतिस्थापित किया जाता है :-

मुख्यमंत्री जन आवास योजना-2015 के प्रावधान-1A में 5000 वर्गमीटर से कम क्षेत्रफल की फ्लैटेड डवलपमेंट की योजनाओं में ई.डब्ल्यू.एस./एल.आई.जी. श्रेणी हेतु वर्तमान प्रावधान निम्नानुसार संशोधित किया जाता है:-

मुख्यमंत्री जन आवास योजना-2015 के वर्तमान प्रावधान के अनुसार 5000 वर्गमीटर से कम क्षेत्रफल की फ्लैटेड डवलपमेंट की योजनाओं में कुल एफ.ए.आर. का 7.5 प्रतिशत एफ.ए.आर. क्षेत्र का शुल्क राशि रु. 100/- प्रति वर्गफीट लिये जाने का प्रावधान है । 5000 वर्गमीटर से कम क्षेत्रफल की फ्लैटेड डवलपमेंट योजनाओं में कुल बी.ए.आर. क्षेत्र का 5 प्रतिशत बी.ए.आर. (7.5% FAR) क्षेत्र पर राशि रु. 100/- प्रति वर्गफीट के हिसाब से लिया जावे ।

अथवा

विकासकर्ता यदि चाहे तो 5 प्रतिशत बी.ए.आर. (7.5% FAR) ई.डब्ल्यू.एस./एल.आई.जी. श्रेणी हेतु निर्मित कर सकता है । उक्त स्वीकृत किये जाने वाले बी.ए.आर. की एवज में प्रोत्साहन स्वरूप 0.75 बी.ए.आर. निःशुल्क स्टैण्डर्ड बी.ए.आर. के अतिरिक्त अनुज्ञेय किया जाता है, जैसा की एकीकृत भवन विनियम-2017 के विनियम संख्या 8.2.1 (य) (xii & xiii) में वर्णित है । ई.डब्ल्यू.एस./एल.आई.जी. श्रेणी हेतु निर्मित आवास पॉलिसी में निर्धारित आवंटन दर पर नियमानुसार आवंटन किय जावेंगे ।

## **PART-IV**

### **RERA NEWS**

**THE TIMES OF INDIA**

DATED: 22.12.2017

#### **RERA TO NOW COVER ALL RURAL AREAS OF RAJASTHAN**

The real estate projects in rural areas will now be in the Real Estate Regulatory Authority (RERA) radar. The notification was issued mentioning it would be mandatory for ongoing projects in the rural periphery of the state (Rajasthan) to register with RERA website within 90 days. After implementing the Act in urban areas, it has now been decided to take real estate projects in rural areas under its ambit. A penalty would be imposed if developers fail to register.

**THE TIMES OF INDIA**

DATED: 09.01.2018

#### **SAND BAN DELAYING MANY STATE GOVT PROJECTS**

Infrastructure and private housing projects in the state (Rajasthan) worth approximately Rs. 10,000 crore would continue to remain stalled for nearly one and-half months more after Supreme Court did not provide relief to the state government.

The ban has not only impacted the private housing sector but also delayed the deadline of several of state government's ambitious projects. This situation is expected to be grimmer due to interrupted supply of sand (bajri) for minimum of two months.

After the Supreme Court ban, officials are a concerned lot as there is no reliable and tested alternative. Moreover, many labourers and employees of construction industry are facing tough time in absence of employment.

**THE TIMES OF INDIA**

DATED: 10.01.2018

#### **RERA ACTS AGAINST 4 BUILDERS FOR VIOLATING NORMS IN CITY**



RERA, Rajasthan on 9<sup>th</sup> Jan, 2018 has taken action against 4 developers who were allegedly violating the norms. The authority imposed fine on 2 developers, while it issued show cause notices to other two developers for advertising their projects without getting registered under the RERA (Rajasthan).

The authority has directed these developers to stop such illegal action immediately and explain in writing within the seven days.

## **THE TIMES OF INDIA**

DATED: 10.01.2018

### **TNRERA TO FACILITATE LOANS FOR HOMEBUYERS**

"If banks insist on the TNRERA registration number before providing loans to prospective buyers, the builder would be left with little option except to register his project with the authority. We are planning to write to the concerned banks".

Nearly 290 housing projects have been registered with the TNRERA after it came into effect in Tamil Nadu on June 22 last year. However, this is not in sync with the number of planning permissions, said officials.

## **FINANCIAL EXPRESS**

DATED: 10.01.2018

### **RERA'S REACH: AROUND 20,000 REAL ESTATE PROJECTS REGISTERED**

Around 20,000 projects across the country have been registered under the RERA (Act). Of the total number of projects registered, 12,000 are in Maharashtra, one of the first states to implement the Act. In UP, around 2,000 projects have been registered. "While in Haryana, nearly 400 projects, states such as Karnataka, Gujarat, Rajasthan and Andhra Pradesh have progressed well too & they also have a decent number of projects registered under RERA.

The Centre has already warned states against diluting the rules of RERA and has said that it may attract legal challenge.

The Act had a slow start this year. Till date, 26 States/UTs have notified their rules, where 6 States/UTs have formed permanent authority, 1 State has formed permanent

Appellate Tribunal, 13 have formed web portal and 20 have formed interim Authority and also 10 States have interim appellate tribunal.

**THE TIMES OF INDIA**

DATED: 11.01.2018

### **DEMONETIZATION, GST, RERA SINKS PRICES BY 3%**

Residential real estate prices fell across the country in 2017 due to demonetization, the implementation of the Real Estate (Regulation & Development) Act, 2016 and Goods and Services Tax (GST).

According to a Knight Frank report, prices fell by an average of 3% across cities, with Pune witnessing the highest decline- 7%, followed by Mumbai at 5% in 2017. Prices in NCR, which had already fallen in the last six years, dropped another 2% on average. The main reason for the fall is poor demand.

**ECONOMIC TIMES**

DATED: 11.01.2018

### **HOME BUYERS RETURN TO MARKET AS DEMONETIZATION PAIN EASES**

Residential real estate market is slowly coming out of the shadow of demonetization woes as housing sales across the top eight property markets for the quarter ended December 2017 have risen 28% from a year ago to 51,701 apartments.

“The near standstill triggered by demonetization seems to have tapered with time. At the same time stakeholders are growing in confidence with the gradual acceptance of structural reforms such as RERA (Act), 2016. Meanwhile, select markets wherein RERA has matured have witnessed developers have re-launch projects at attractive prices which led to an uptick in sales volumes in 2017,” said Shishir Baijal, CMD, Knight Frank India.

**THE TIMES OF INDIA**

DATED: 12.01.2018

### **DEVELOPERS URGE GOVT TO EXTEND TIME FOR PROJECTS**

The Supreme Court ban on sand mining is threatening not only to bring the already

embattled real estate sector under further financial stress but also delay the deadline of thousands of projects exposing the developers to stringent penalties from RERA.

The real estate industry in Rajasthan met UDH Additional Chief Secretary and the top RERA officials and urged them to consider extending the time for projects lost due to sand unavailability.

Gopal Gupta, chairman of CREDAI Rajasthan, suggested that sand can be extracted from the farmland alongside the river and farmers should be given licenses as this will also give an income source to farmers whose yield from such land is minuscule.

**ZEEBIZ.COM**

DATED: 12.01.2018

### **BENGALURU, PUNE, HYDERABAD SEEN AS NEXT REAL ESTATE 'HOTSPOTS'**

Although metro cities like Mumbai and Delhi have been considered to be the most coveted when it comes to owning a home, but now builders surveyed feel a change in trend.

“The real estate hotspots like Mumbai, Delhi NCR and Bengaluru have seen huge influx of money in the recent years. Cities with educational and commercial hubs have attracted more investments from buyers and turning into hotspots of the decade,” the report read.

“As per the survey, 64% of the respondents believed that Bengaluru, Pune and Hyderabad will be the top three cities where real estate sales would grow the fastest. However, 36% builders feel that Mumbai, Delhi NCR, Kolkata and Chennai will be amongst the top cities in sales growth,” the report added.

“The survey indicates that 41% builders believe that the implementation of GST has not simplified their business operations, whereas 21% feel it has brought much-required transparency and accountability to the industry. However, another 38% are not sure about how it would play out in the long run,” the report added.

In speaking about RERA, “52% builders believe that RERA will be the prime force in bringing back the buyers sentiment and confidence, whereas 41% respondents feel that affordable housing is the way to go. On the other hand, only 7% builders believe that GST will regularize the construction cost and it will bring buyers sentiment back,” the report added.

**DNA**

DATED: 13.01.2018

**FDI CHANGES**

Dr. Niranjana Hiranandani, President, NAREDCO, shared that the Narendra Modi led NDA Government has approved key changes in India's Foreign Direct Investment (FDI) policy, easing investment norms across sectors including construction. The changed policy allows 100% FDI under automatic route for construction development. Welcoming the move, he said the move was part of the government's broader strategy to liberalize and simplify the FDI policy to facilitate ease of doing business and turn India into a global investment hotspot.

**THE TIMES OF INDIA**

DATED: 14.01.2018

**RERA ISSUES SHOW CAUSE NOTICE TO ONE MORE BUILDER**

RERA, Rajasthan has issued show cause notice to one more developer for allegedly advertising their projects without getting registered under the RERA (Act).

The authority has provided 15 days time to deposit the penalty. In case, the developers fail to adhere to the given deadline, the authority will cancel the project registration and take action as per the norms.

**THE ECONOMIC TIMES**

DATED: 18.01.2018

**REAL ESTATE BROKERS DEMAND 3-5% FROM PROPERTY DEALS**

From 1% brokerage, real estate brokers moved to two per cent and now the demand has gone up to three and in several cases brokers are demanding as high as five per cent brokerage of the deal. The demand was made at a recently concluded event organized by Confederation of Real Estate Broker Association of India (CREBAI).

The high brokerage is mostly asked from the developer, not the home buyer.

**THE ECONOMIC TIMES**

DATED: 18.01.2018

**MAHARERA FORMS 33-MEMBER FORUM TO SET UP CONCILIATION TEAMS**

The Maharashtra Real Estate Regulatory Authority (MahaRERA) has formed a forum of 33 conciliators to set up 15 teams comprising two members each, one from realty developers' industry body and another from consumer forums, representing homebuyers.

10 conciliation teams of these will take care of matters related to homebuyers from the Mumbai Metropolitan Region (MMR) while the rest five will be for the Pune real estate market.

The forum includes 18 builders who are members of developers' bodies including the Confederation of Real Estate Developers Association of India (CREDAI) and National Real Estate Development Council (NAREDCO). Apart from this, MahaRERA has named 15 representatives of Mumbai Grahak Panchayat and Grahak Panchayat Pune to represent homebuyers' interest. The regulator has also appointed three extra conciliators who can be part of the teams in case of any shortfall due to any reason.

Under this mechanism, homebuyers' complaints against builders can be resolved through a consensus. If there's no consensus, the homebuyer will have the option to lodge a formal complaint against the builder in MahaRERA.

## **FINANCIAL EXPRESS**

DATED: 18.01.2018

### **NAREDCO REQUEST TO GOVT ON GST**

NAREDCO has urged govt to bring under-construction housing projects under the 12% GST slab from existing 18% along with 50% abatement for land from prevailing 33%. This will bring the tax rate at a level of around 6% of the property tax.

## **FINANCIAL CHRONICLE**

DATED: 22.01.2018

### **GHOST HOUSING**

Some 500,000 homes, all spruced up, ready but unsold. That's the kind of inventory Indian realty players are currently sitting on mostly across the NCR, Mumbai, Bangalore, Chennai, Hyderabad, Pune, Kolkata and Ahmadabad.

The ages of these homes are in the range of 10.3 to 18.5 quarters i.e. 2.9 years to 4.7 years. This is what a study by realty advisors, Knight Frank India, has discovered

recently. A majority of these surplus (ghost) homes that have been constructed are in the 50 lakh plus above category and builders will take a minimum of three years to clear this inventory.

### **THE NEW INDIAN EXPRESS**

DATED: 22.01.2018

#### **TN REAL ESTATE SECTOR COMES TO STANDSTILL DUE TO SAND CRISIS**

Real estate sector in Tamil Nadu has come to a 'standstill' due to acute scarcity of river sand, delaying delivery of construction projects and affecting those dependent on the industry.

Lack of availability of river sand has forced property developers to look at alternative mechanisms like Gypsum and M-sand. The real estate sector has come to a standstill due to dearth of river sand, thereby affecting the construction of on-going projects and taking a toll on the livelihood of hundreds of those dependent on the industry.

### **ACCOMODATION TIMES**

DATED: 23.01.2018

#### **OVER 185 REAL ESTATE BROKERS REGISTERED WITH TNRERA SO FAR**

As per the data available on the website of Tamil Nadu Real Estate Regulatory Authority (TNRERA), a total of 185 real estate agents have registered with TNRERA.

151 out of 185 real estate registered brokers are based in Chennai.

Under the category of firm 108 have been enrolled and under the individuals, 77 people have registered with TNRERA. Over 280 ongoing projects are been registered with the state's regulatory authority.

### **THE TIMES OF INDIA**

DATED: 10.02.2018

#### **POLICE COMPLAINTS AGAINST 15 BUILDERS**

Police complaints have been filed by the UP Government's Stamps and Registry Department against 15 real estate developers in Noida and Greater Noida for handing over possession of around 18,000 flats in the two cities but not registering them. The Noida Authority, meanwhile, said it had detected diversion of funds that ought to be used for building flats in its audit of 24 developers.

Thus, the State Government has not been able to complete its revenue collection target for this financial year, which stands at Rs. 2,500 crore.

**THE TIMES OF INDIA**

DATED: 14.02.2018

### **DLC RATE REDUCTION MAY REVIVE REALTY MARKET**

Builders in the city are expecting a revival in real estate market after the Rajasthan State Government on Monday decided to slash the District Level Committee (DLC) rates by 10%. The real estate industry has welcomed the decision as it will realign market rates with circle rates.

The decision to reduce DLC rates by 10% would provide relief to developers and buyers as the market is already facing significant cost escalation in the recent past. An official informed, DLC rate is the minimum value of property at which the sale of a plot, apartment, house or land takes place. It is directly related to the applicable stamp duty on the property, which has an impact on property prices. The registration of property also takes place on the basis of DLC rates.

**THE TIMES OF INDIA**

DATED: 15.02.2018

### **REFUND NRI COUPLE FOR FAILING TO DELIVER FLAT IN TIME. BUILDER TOLD**

The country's Apex Consumer Commission has come to the rescue of an NRI couple, who had been fighting legal battle for the past seven years to get back money they had paid to a real estate major, which failed to hand over two flats in time. The Commission has directed Vatika Ltd to return Rs. 6.5 Lacs earnest money with 12% interest to the Oman-based NRI couple.

**THE TIMES OF INDIA**

DATED: 15.02.2018

### **MOVE TO BOOST SLUGGISH REALTY SECTOR**

Taking note of the prolonged slump in the real estate market, the Jaipur Development Authority (JDA) for the first time in a decade officially reduced the reserve price of



uninhabited land in its region by 25-40% in U2 and U3 areas as well as less populated areas of U1.

After this revision, plots/ flats in the outer colonies of Jaipur will become affordable. Industry experts and government officials believe that the rate cut will lead to price correction and boost the sluggish market as more homebuyers will be keen to invest in property.

## **THE TIMES OF INDIA**

DATED: 20.02.2018

### **AMRAPALI GROUP FACES LEGAL TROUBLE**

Amrapali, known to be one of the top 10 real estate developers in Noida, was found in serious breach of their obligation to deliver the flats within time. There are nearly 40,000 home buyers whose investments are stuck in various Amrapali housing projects.

On 4 September last year, NCLT admitted insolvency proceedings against Amrapali and appointed an Interim Resolution Professional (IRP) to manage the company and prohibited any fresh proceedings or continuation of any proceedings against Amrapali Silicon City.

The petitioner society has moved the apex court against the NCLT order and in the hearing, the court noted that most buyers in Amrapali projects invested savings of their lifetime in buying the flats and their interests cannot be neglected and thereby asked the embattled real estate firm, Amrapali, to submit a comprehensive plan wherein to produce the details about stages of work, funds needed and time line for completion before the court.

Amrapali also sought SC nod to rope in other builders to complete projects, acknowledging it is facing severe financial crunch and was not in a position to complete the projects and hand over possession of flats to over 42,000 home-buyers in a time-bound manner and the properties were needed to be developed with the help of co-developers

Meanwhile, tightening its noose around the real estate major, SC restrained its promoters from leaving the country without permission in a bid to secure the interests of hassled homebuyers, as well. Concluding its concern only about the interest of buyers, the apex court would now review the project work in March 2018.

## PART-V MISCELLANEOUS

### Budget and Real Estate Sector Union Budget 2018-19

The Honorable Finance Minister of India, Mr. Arun Jaitley, delivered the fifth Union Budget of NDA Government, last full budget before the upcoming general elections in 2019 amidst various challenges, compelling the Government to do a balancing act of revival of economic growth, laying greater emphasis on people centric measures, to keep moving the drive against black money, consolidating the formal economy and managing fiscal prudence to maintain and further improve India's rating in the world.

The sector, which has seen some path breaking changes with demonetization and the Real Estate (Regulation & Development) Act, 2016 was hoping for a revival, felt that the Union Budget 2018-19 as balanced but not a boon for real estate sector. Although the market participants praised the emphasis in infrastructure and lowering of corporate tax, which would indirectly push up demand in the realty sector among others, however no specific and direct steps for the reform of the sector was evident.

Following reforms were made in Union Budget 2018-19 in Direct Tax which impact real estate sector:-

- **In the existing law of Income Tax Act, 1961** *Section 43CA provides that where the consideration received or accruing as a result of the transfer by an assessee of an asset (other than a capital asset), being land or building or both is less than the value adopted or assessed or assessable by any authority of a State Government for the purpose of payment of stamp duty in respect of such transfer, the value so adopted or assessed or assessable shall for the purpose of computing profit and gain from transfer of such asset, be deemed to be the full value of consideration received or accruing, as a result of such transfer.*

An amendment has been made in Section 43CA in Union Budget 2018-19 where it is proposed to provide that where stamp duty value does not exceed 105% of the sale consideration then such consideration shall be deemed to be the full value of the consideration for computing profit and gains from transfer of such asset.

- *Section 50C of the Income Tax Act, 1961 provides that where consideration received or accruing as a result of the transfer by an assessee of a capital asset, being land or building or both is less than the value adopted or assessed or assessable by any authority of a State Government for the purpose of payment of stamp duty in respect of such transfer, the value so adopted or assessed or assessable shall for the purpose of section 48, be deemed to be the full value of consideration received or accruing as a result of such transfer.*

Union Budget 2018-19 has amended Section 50C to provide that where stamp duty value does not exceed 105% of the sale consideration then such consideration shall be deemed to be the full value of the consideration for computing capital gain from transfer of such asset.

- *Section 56 of the Income Tax Act, 1961 provides that:*
  - (a) Any immovable property received for a consideration which is less than the stamp duty value of the property by an amount exceeding fifty thousand rupees, the stamp duty value of such property as exceeds such consideration and;
  - (b) Any property other than the immovable property for a consideration which is less than the aggregate fair market value of the property by an amount exceeding fifty thousand rupees, the aggregate fair market value of such property as exceeds consideration, shall be taxable in the hands of recipient.

Union Budget 2018-19 has amended Section 56 to tax the stamp duty value over and above the consideration if such excess is more than higher of Rs. 50,000 and 5% of the consideration.

# अरावली होम्स

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- भुगतान : किसी प्रकार का कोई नकद भुगतान किसी को न करें।
- आवंटन : लॉटरी द्वारा होगा।
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