



# RERA TIMES

Real Estate (Regulatory and Development) Act, 2016

**VOLUME 8  
PART I**

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# **RERA TIMES**

**REAL ESTATE**

**(REGULATION AND DEVELOPMENT) ACT,  
2016**

**(A Journal on Real Estate Bye Laws)**

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## FROM THE EDITOR'S DESK...



Dear Readers,

This year marked as 75th Republic Day holds immense significance. Every year, the nation comes together to witness the grandeur of the Republic Day parade in New Delhi. This year's Republic Day holds special significance, with President Emmanuel Macron of France gracing the occasion as the Chief Guest. The themes for this year, "Viksit Bharat" (Developed India) and "Bharat - Loktantra ki Matruka" (India: Mother of Democracy), encapsulate the nation's aspirations and democratic ethos. Along the Kartavya Path, armed forces personnel showcased their valor and discipline, symbolizing the strength and unity of our country. This elaborate display of military prowess truly embodies the spirit of our nation, overshadowing all other celebrations on this auspicious day.

India's GDP growth projection for 2024 calendar year to 6.8% up from 6.1% earlier. Many global rating agencies project that Indian economy is likely to remain the fastest growing economies among G-20 economies. Robust collections from the Goods and Services Tax, increasing auto sales, optimistic consumer sentiment, and double-digit credit growth indicate that urban consumption demand continues to show resilience.

On the supply side, both manufacturing and services sectors are witnessing expansion. Relatively strong growth may keep the Reserve Bank of India on guard as it tries to bring inflation down to its 4% target. The central bank has kept interest rates unchanged and stuck to a relatively hawkish policy stance for several months, although some policy committee members argue that keeping borrowing costs too high could stifle economic growth.

FM Nirmala Sitharaman presented the Interim Budget in the Lok Sabha on 1<sup>st</sup> February, 2024. She outlined the government's accomplishments, including lifting 25 crore people out of poverty and providing free food to 80 crore citizens. Direct Benefit Transfers via PM Jan Dhan Yojana saved ₹2.7 lakh crore. Various schemes supported artisans, street vendors, and women entrepreneurs. Over 1.4 crore youth were upskilled under Skill India Mission. The importance of the India-Middle East-Europe Economic Corridor in global trade was emphasized. The government pledged subsidies for 30 million rural houses and expanded healthcare initiatives. Plans for achieving Net Zero by 2070 were announced, along with increased capital expenditure and a commitment to fiscal consolidation. Tax rates will remain unchanged, with lower government borrowings projected for 2024-25.

Through a strategic partnership with the French digital payment platform Lyra, UPI has expanded its presence into Europe, offering Indian tourists a seamless payment experience. This initiative not only enhances transaction convenience for Indians overseas but also marks a significant step towards UPI's globalization, ushering in a new era of global digital payment solutions.

We extend a warm welcome to the new Chairman of the Real Estate Regulatory Authority in Rajasthan, Mrs. Veenu Gupta, an accomplished IAS officer whose appointment brings a wealth of experience and vision to the role. Her dedication and exemplary service in the civil services make her an inspiring figure for all. With her leadership, we anticipate positive developments and effective regulation in the real estate sector, ensuring transparency and accountability. We look forward to her guidance and stewardship in steering Rajasthan's real estate regulatory framework towards greater efficiency and fairness, setting a high standard for others to follow.

My Best wishes for happy and colorful Holi!!

**With Regards**

**CA Sanjay Ghiya**

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**Date: 16/03/2024**



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#### **Disclaimer:**

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## **PART-I**

### **REPORTING OF CASE LAWS**

#### **TAMIL NADU REAL ESTATE APPELLATE TRIBUNAL**

**APPELLANTS: M/s.Casa Grand Smart Town Buyers & Owners Association**

**RESPONDENT: M/s. Casa Grande Civil Engineering Private Limited  
M/s. Grace Gated Community LLP**

**CORAM: Hon'ble Mr..JusticeM.Duraiswamy, Chairperson  
Mr.R.Padmanabhan, Judicial Member**

**ORDER DATE: 27.09.2023**

Appellant Representative: Mr. R. Sankarakutralingam

Respondent Representative: Mr. O.L.V. Ganesan

**Gist: The Respondents/Promoters should restrict the number of car parking and two-wheeler parking strictly as per the approved plan. If any alterations are proposed to be carried out to increase the number of car parking such alterations should be carried out only after getting the prior written consent of at least two-thirds of the allottees as per Section 14(2)(ii) of the Real Estate (Regulation and Development) Act, 2016. Appeal dismissed with the above directions.**

The Appellant, representing the association of allottees in the real estate project "Casagrand Smart Town" located in Thazhambur Village, Kancheepuram District, Tamil Nadu, filed a complaint with the TNREAT seeking various reliefs. These reliefs included:

1. Registering the sale deeds after resolving disputes over the title of the project land and indemnifying the allottees.
2. Providing permanent electricity supply through TANGEDCO.
3. Restoring the number of car parking and two-wheeler parking spaces as per the approved plan.
4. Refunding car parking charges to the allottees.
5. Rectifying defects in the quality of construction.

6. Providing certain amenities for rainwater harvesting.
7. Installing a solar power system.
8. Improving the sewage treatment plant.
9. Refunding penal interest collected from the allottees for delayed payments.
10. Providing an environmental clearance certificate.
11. Obtaining a no-objection certificate issued by the project creditor M/s L&T Financial services.
12. Awarding the cost of litigation.

**In response, the Respondents contended that the registration of sale deeds would be possible only after resolving the title dispute related to the project land. They mentioned that the original owner's family members had filed writ petitions in the Madras High Court, which were allowed in 2003, confirming the title of the original owner. The State Government's subsequent appeals were also dismissed in 2004. However, a third party filed a fresh writ petition in 2018, and the matter is pending in the Supreme Court.**

**Furthermore, the Tamil Nadu Government banned the registration of documents for Survey No. 161/2 and included Survey No. 161/1 in the list of blocked survey numbers. The Respondents stated that they are ready to indemnify the allottees once the cloud on the title of the project land is cleared.**

Regarding the refund of electricity charges for an alternative source, the Respondents argued that the allottees had agreed to pay Rs. 1000 per month for 1 BHK and Rs. 2000 per month for 2 BHK for electricity supplied through an alternative source. The Appellant admitted to this agreement, making the refund request invalid.

**The restoration of car parking and two-wheeler parking as per the approved plan was a point of contention. The Respondents claimed they had submitted a revised plan for approval to the local body to address the car parking issue.**



As for the refund of car parking charges, the Respondents stated that the cost of the apartment included one covered car parking, and no additional charges were collected from the allottees.

**With respect to the refund of penal interest collected from the allottees for delayed payments, the Respondents argued that their actions were in accordance with the Construction Agreement and the Tamil Nadu Real Estate (Regulation and Development) Rules, 2017.**

After hearing both parties, the TNREAT passed an order. The Appellant's request to complete and hand over the project as advertised was granted, with directions regarding the registration of sale deeds. However, the request for a refund of electricity charges, refund of car parking charges, and refund of penal interest was rejected.

**The TNREAT also addressed the violation of the approved plan, requiring the Respondents to restrict the number of car parking and two-wheeler parking spaces as per the approved plan and obtain the consent of at least two-thirds of the allottees if alterations were proposed.**

**APPELLANTS: Thamizh Chelvan**

**RESPONDENT:**

**1<sup>st</sup> M/s. Puravankara Limited**

**2<sup>nd</sup> M/s. Provident Housing Ltd.**

**3<sup>rd</sup> Cosmo City Residents Welfare Association (CCRWA)**

**CORAM: Hon'ble Mr. Justice M. Duraiswamy, Chairperson & Hon'ble Mr. R. Padmanabhan, Judicial Member**

**ORDER DATE: 13.10.2023**

Appellant Representative: Mr. Ralph V. Manohar

Respondent Representative: Mr. Kirubakar M.A and Mr. A.R Sakthivel

**Gist: Allottee is not liable to pay any maintenance charges till the project is completed in all respect and until the possession is handed over to him. Before giving the possession by the promoter, it shall directly pay the maintenance charges to Resident Welfare Association till then.**

The appeal was filed under Section 44 of the Real Estate (Regulation and Development) Act, 2016, and it primarily concerned various claims made by the appellant against the developers and promoters of the "Provident Cosmo City" real estate project.

Thamizh Chelvan, the appellant, is an allottee of a flat in the "Provident Cosmo City" project, located in Pudupakkam Village, Thiruporur Taluk. He entered into agreements with the developers, M/s. Puravankara Limited and M/s. Provident Housing Ltd., in 2009, making full payment for his flat. However, the developers failed to deliver possession within the agreed timeline.

The developers initially obtained Environment Clearance Certificate for the construction of 1184 flats but later received planning permission for 2174 flats, which was in violation of the Environment Clearance Certificate.

The dispute also revolves around the sale of car parking spaces by the developers. The appellant claimed that he should be refunded the charges for car parking, arguing that the developers had no right to sell car parking spaces in the common area.

**Another point of contention in the case was the payment of monthly maintenance charges to the Cosmo City Residents Welfare Association (CCRWA). The appellant contended that he should not be liable to pay these charges until he takes possession of the flat.**

The TNRERA issued a ruling directing the developers to obtain the necessary Environment Clearance Certificate for 2174 flats and to deliver the flat to the appellant within a specified timeframe. The TNRERA rejected the appellant's claim for a refund of car parking charges and ordered the appellant to pay monthly maintenance charges to the CCRWA.

The appellant, Thamizh Chelvan, claimed that the developers failed to deliver possession of his flat despite him having made full payment as per their agreement. This delay was attributed to the developers' inability to obtain the necessary Environment Clearance Certificate for the increased number of flats in the project. The appellant argued that he should not be liable for monthly

maintenance charges until he takes possession of the flat, and he also sought a refund of the car parking charges he had paid.

In response, the developers contended that they applied for the expansion of the Environment Clearance Certificate when they decided to increase the number of units. Although the application was neither granted nor rejected, they proceeded with the construction in anticipation of receiving approval. They claimed that car parking charges were part of the agreement, and the appellant was entitled to exclusive use of the parking space. They further argued that they had handed over maintenance responsibilities to the CCRWA, and the appellant should pay the monthly maintenance charges.

**In response to the appeal, the TNRERA's order regarding the payment of monthly maintenance charges was set aside. Instead, the developers were instructed to pay the monthly maintenance charges to the CCRWA until the flat is handed over to the appellant. The TNRERA's ruling on other aspects of the case remained unchanged.**

**HARYANA REAL ESTATE APPELLATE TRIBUNAL**

**APPELLANT: M/s Cosmos Infra Engineering India Pvt. Ltd.**

**RESPONDENT: Abhinav Kohli**

**CORAM: Hon'ble Mr Rajan Gupta (Chairman) & Shri Anil Kumar Gupta (Member, Technical)**

**Order date: 15.01.2024**

Appellant Representative : Mr. Rishab Bajaj (Advocate)

Respondent representative: Mr. Narender Pal Bhardwaj (Advocate)

**Gist of case: The case involved a dispute over delayed possession and compensation in a real estate project. The Tribunal upheld the Authority's decision, dismissing the appeal due to the appellant's failure to substantiate claims adequately. The appellant was directed to pay compensation as ordered by the Authority.**

M/s Cosmos Infra Engineering India Pvt. Ltd., the appellant, filed Appeal against an order by the Haryana Real Estate Regulatory Authority favoring

Abhinav Kohli, the respondent, regarding delayed possession and compensation under the Real Estate (Regulation and Development) Act, 2016.

**Abhinav Kohli applied for a unit in the "Cosmos Express 99" project in Gurugram. Despite a promised possession date of 27.06.2017, there was a delay of over three years. Abhinav Kohli remitted Rs.67,96,953/- to the appellant. Dissatisfied, he filed a complaint with the Authority in 2019, seeking possession and Delay Possession Charges (DPC).**

The Authority, in its order dated 18.11.2020, directed the appellant to pay interest at 9.30% per annum for the delay in possession. The appellant was given 90 days to pay arrears of interest and monthly interest thereafter. The complainant was directed to pay outstanding dues after adjusting interest, and the appellant was prohibited from charging any additional fees. The appellant contested the order.

**The appellant argued that force majeure conditions during the Covid-19 pandemic were not considered, and interest was erroneously calculated at 9.30% per annum. It claimed inadequate hearing opportunities and sought relief.**

The Tribunal reviewed the proceedings and noted that the appellant failed to respond to notices from the Authority, leading to an ex-parte decision. It found no grave injustice in this regard. Despite ample opportunities, the appellant did not substantiate its force majeure claim adequately. The Tribunal examined the interest calculation, finding it in accordance with regulations.

**Dismissing the appeal, the Tribunal found it without merit. It directed the appellant to deposit Rs.26, 20,253/- with accrued interest for disbursement to the respondent, with no costs awarded.**

**APPELLANT: Gnex Realtech Pvt. Ltd.**

**RESPONDENT: Vanita Singhal & Mr. Sanjay Singhal**

**CORAM: Hon'ble Mr Rajan Gupta (Chairman) & Shri Anil Kumar Gupta (Member, Technical)**

**Order date: 13.02.2024**

Appellant Representative: Mr. Vivek Sheoran (Advocate)

Respondent representative: Mr. Rohan Gupta (Advocate)

**Gist of case: The case involved a dispute between a real estate developer and allottees regarding delayed possession of a plot. The regulatory authority ruled in favour of the allottees, ordering the developer to pay interest for the delay.**

Gnex Realtech Pvt. Ltd., the appellant-promoter, filed an appeal against an order dated 12.08.2022 issued by the Haryana Real Estate Regulatory Authority.

The respondents booked a 116 sq. yds plot in Gnex Realtech's project by paying a booking amount of Rs.1,00,000/- in 2017. The Builder Buyers Agreement was executed on 27.12.2017 delivered, with a total sale consideration of Rs.15,66,000/-. The possession was to be by 26.12.2018. However, the project faced delays, particularly due to incomplete electric cabling work. The respondents alleged that despite making timely payments, the appellant failed to deliver possession, leading to a demand of Rs.3,91,500/- in 2021 and subsequent cancellation of allotment. In response, the appellant claimed delays were caused by external factors like demonetization and GST, as well as defaults in payment by the respondents.

After considering both parties' arguments, the Authority found in favor of the respondents. It concluded that despite receiving over 60% of the consideration, the appellant failed to deliver possession. As per Section 18 of the Real Estate (Regulation and Development) Act, 2016, Authority concludes that the complainant is entitled to possession of allotted plot along with interest on the already paid amount from the deemed date of possession i.e. 26.12.2008 till the date of passing of this order i.e. 12.08.2022 at the rate of 9.8%. Authority has got calculated interest, which works out to be Rs.3,90,271/-. Besides the said amount of interest, complainant is also entitled to receive each month's interest on the already paid amount of Rs.10,96,200/- from 13.08.2022 onwards till the delivery of actual possession after obtaining Occupation Certificate. Such interest works out to Rs. 9,124/- per month as calculated by the Authority.

**In view of above findings, the complaint is disposed of with a direction that respondent shall pay to the complainant interest of Rs.3,90,271/- within 90 days from the date of uploading of this order and will further pay to the**



**complainant every month's interest of Rs. 9,124/- till actual handing over of possession of the booked plot after receiving Occupation Certificate.**

The appellant filed an appeal challenging the Authority's order.

**However, the Tribunal found no legal infirmity in the Authority's decision. The appellant's counsel failed to demonstrate any violation of the Act or relevant rules. Consequently, the Tribunal dismissed the appeal.**

**The Tribunal upheld the Authority's order, directing the appellant to pay the prescribed interest. Additionally, the Tribunal ordered the appellant to deposit the specified amount along with accrued interest, and any excess amount after disbursement to the respondents would be returned to the appellant.**

**ASSAM REAL ESTATE APPELLATE TRIBUNAL**

**APPELLANT: M/s Simplex Infrastructure Ltd.**

**RESPONDENT: Mr. Arindom Dam & Ors.**

**CORAM: Hon'ble Mr. Justice (Retd.) Manojit Bhuyan, Chairperson Shri Onkarmal Kedia, Hon'ble Member (Administrative)**

**Order date: 29.01.2024**

Appellant Representative: Mr. Amit Kumar Kedia, CA

Respondent representative: Mr. Arindom Dam, in person

**Gist of case: Delay in possession of the project lead to grant of interest to the complainants. Builder's arguments in this regard were dismissed. RERA's directions were mostly upheld except for club operationalization.**

In the Assam Real Estate Appellate Tribunal, three appeals were filed by M/s Simplex Infrastructure Ltd. against a common order issued by the Real Estate Regulatory Authority, Assam (RERA), regarding complaints about delays and other issues in the construction of flats at Shangrila Towers, Games Village, Guwahati. The complaints were filed by individuals who had entered into agreements with Simplex Infrastructure Ltd. and the Guwahati Metropolitan Development Authority (GMDA) to purchase flats.

**According to the agreements, the flats were to be delivered by a specified date, but due to delays, the RERA granted an extension of the registration certificate validity to Simplex Infrastructure Ltd. However, the project was still incomplete, and the complainants were entitled to receive interest for the delay in possession of their flats.**

Simplex Infrastructure Ltd. argued that possession had been handed over to some complainants, but the tribunal ruled that the prescribed procedure for handing over possession had not been completed, and thus, possession could not be considered complete.

Regarding delays, Simplex Infrastructure Ltd. blamed the GMDA for hindering progress due to an unauthorized construction blocking access to the project site. However, the tribunal found no evidence that the delay was solely the fault of the GMDA. The tribunal also dismissed Simplex Infrastructure Ltd.'s claim that delayed payments by complainants justified project delays, as no action had been taken to address these payment issues.

**The tribunal also addressed the issue of the club membership fees, stating that the direction to operationalize the club house within sixty days was not supported by the agreement clauses and was therefore unsustainable in law.**

On other issues such as water supply, electricity, parking, and lifts, the tribunal directed Simplex Infrastructure Ltd. to complete pending works and obtain necessary certificates within sixty days. It also modified the RERA's direction regarding the non-functional lifts, considering the lack of occupancy in the towers.

Regarding defects in construction and compensation for delay, the tribunal upheld the RERA's direction for the GMDA to address construction defects and allowed complainants to file separate applications for compensation.

**In conclusion, the tribunal partially allowed the appeals, setting aside certain directions of the RERA while upholding others. Regarding the issue of compensation for delay, the RERA ordered that the complainants can file separate applications before the Adjudicating Officer, if they so desired.**

**RAJASTHAN REAL ESTATE APPELLATE TRIBUNAL**

**APPELLANT: ANKUR GUPTA**

**RESPONDENT: Shivshakti Real Home Pvt. Ltd**

**CORAM: : Mr. Justice Veerendr Singh Siradhana (Retd.), Hon'ble  
Chairperson**

**Mr. Rajendra Kumar Vijayvargia, Hon'ble Member (Technical)**

**Order date: 23.02.2024**

Appellant Representative: Mr. Varun Bansal, Chartered Accountant

Respondent representative: None

**Gist: A dispute arose over a flat booking due to construction delays. The complainant sought a refund with interest, which was denied by the Authority and upheld by the Tribunal. However, the Tribunal directed a full refund without interest, emphasizing the promoter's delay in processing the refund.**

The case involves Mr. Ankur Gupta's dispute with Shivshakti Realhome Pvt. Ltd. over a flat booking in the "SHIVRAJ RESIDENCY" project located in Jaipur, Rajasthan. Mr. Gupta filed a complaint before the Rajasthan Real Estate Regulatory Authority (Authority) seeking a refund of his booking amount with interest, compensation, and litigation costs under Section 19(4) of the Real Estate (Regulation and Development) Act, 2016 (the Act). The complaint stemmed from dissatisfaction with the project's delayed construction progress.

**Mr. Gupta's booking of a flat in "SHIVRAJ RESIDENCY" was formalized through an agreement signed on 06th July, 2014. The agreement stipulated a total flat cost of Rs. 33,53,500, inclusive of additional charges like car parking and club membership. Construction was to be completed within 36 months from the agreement date, extendable by six months under force majeure conditions.**

Payment of Rs. 9,36,201 was made by Mr. Gupta according to the agreed payment plan, with amounts disbursed on various dates specified in the plan. However, Mr. Gupta became dissatisfied with the slow pace of construction progress, prompting him to request a refund on 05th November, 2015. Despite

his request, neither the real estate agent nor the promoter responded or initiated refund proceedings, leading Mr. Gupta to file a complaint before the Authority.

The Authority, after hearing both parties' arguments, **issued an order dated 18th August, 2021, directing a full refund of Mr. Gupta's booking amount without interest.** The Authority justified this decision by noting that Mr. Gupta's early cancellation request did not warrant interest under Section 19(4) of the Act. The Authority reasoned that Section 19(4) allows interest only when the promoter fails to provide possession of the property as per the sale agreement's terms. Since Mr. Gupta requested cancellation well before the promised completion date, interest was deemed inappropriate. However, the Authority directed the promoter to refund the booking amount within 45 days, excluding administrative or cancellation charges but allowing deductions for GST or other taxes paid to the government.

Mr. Gupta, dissatisfied with the Authority's decision, filed an appeal before the Tribunal. However, during the appeal hearing, Mr. Gupta's counsel expressed willingness to withdraw the appeal, with the liberty to raise the interest issue again before the Authority. Consequently, the Tribunal dismissed the appeal as withdrawn via an order dated 03rd June, 2022.

Following the dismissal of the appeal, Mr. Gupta pursued the interest claim once more before the Authority. In response, the Authority issued an order dated 21st December, 2022, reaffirming its previous decision to deny interest on the booking amount. The Authority emphasized that Mr. Gupta's cancellation request predated the promised completion date of the project, thereby disqualifying him from interest entitlement under Section 19(4) of the Act.

Aggrieved by the Authority's decision, Mr. Gupta appealed once more, now designated. The appeal challenged the denial of interest and sought a reconsideration of the interest claim under Section 19(4) of the Act.

The Tribunal, upon reviewing the case, summarized the factual background, including the booking details, construction timeline, and Mr. Gupta's cancellation request. It highlighted the previous orders issued by the Authority, particularly the order dated 18th August, 2021, which directed a refund of the

booking amount without interest but without administrative or cancellation charges. The Tribunal noted that Mr. Gupta had withdrawn his previous appeal, with the liberty to pursue the interest issue again before the Authority.

Analyzing the matter, the Tribunal referred to Section 19(4) of the Act, which stipulates that a promoter must refund the amount along with interest if possession of the property is not provided as per the terms of the sale agreement. However, it reasoned that since Mr. Gupta requested cancellation well before the project's completion date, he did not meet the criteria for interest entitlement under this section. Therefore, the Tribunal upheld the Authority's decision to deny interest on the booking amount.

However, the Tribunal emphasized that despite Mr. Gupta's early cancellation request, the promoter failed to process the refund for over six years, utilizing the booking amount during this period. Consequently, the Tribunal directed the promoter to refund the booking amount in full within 45 days, excluding only GST or other taxes paid to the government. The Tribunal reiterated that administrative or cancellation charges should not be deducted from the refund.

**In conclusion, the Tribunal affirmed the Authority's decision to deny interest on the booking amount under Section 19(4) of the Act but directed the promoter to refund the full amount within a specified timeframe. The Tribunal's decision aimed to ensure that Mr. Gupta received a fair refund without any additional charges, considering the promoter's failure to process the refund despite the early cancellation request.**

**RAJASTHAN REAL ESTATE REGULATORY AUTHORITY**

**COMPLAINANT: Gopi Chand Yadav**

**RESPONDENT: Berry Developers and Infrastructure Pvt. Ltd.**

**CORAM: Hon'ble Shri Salvinder Singh Sohata, Member**

**ORDER DATE: 16.10.2023**

Complainant Representative: Mr. Sanjay Yadav, Advocate

Respondent Representative: Mr. Rubal Tholia, Advocate

**Gist – Promoter directed to refund the amount to allottee after making necessary deductions.**



The dispute in question pertains to a property transaction where the complainant, who had booked Unit No. 101 in building No. L-29 of the Ananda project, alleged non-receipt of possession despite fulfilling payment obligations. The complainant had paid a total of Rs. 8,34,404, which included the Interest-Free Maintenance Security (IFMS), out of which Rs. 8,06,904 had already been paid. An agreement was executed between the parties on 28th August 2016, stipulating a possession handover within 48 months, plus a grace period of 6 months from the approval of maps by local authorities.

The complainant contended that despite making the payment, the developer failed to provide possession as agreed upon, prompting the complainant to seek redressal and the delivery of possession.

In response, the respondent, or the developer, argued that they had informed the complainant about the availability of possession and had even sent reminders for the complainant to take over the possession. However, the complainant allegedly did not approach the developer to claim possession. Subsequently, **the respondent issued reminders on various dates—11th February 2019, 6th March 2019, and 21st August 2019—and then finally, through a notice dated 31st December 2020, cancelled the allotment to the complainant.** The respondent claimed that despite cancellation, the complainant did not seek a refund, and therefore, requested dismissal of the complaint.

Upon thorough examination of the case and perusal of available records, it was observed that an agreement had indeed been executed on 28th August 2016, and the complainant had paid the basic unit price along with the IFMS charges. However, it was noted as unusual that despite reminders from the developer to execute the sale deed and take over the possession, the complainant did not respond. **Under clause 13(3) of the agreement, it was outlined that if the allottee failed to take possession or pay outstanding dues, the promoter retained the right to cancel the allotment.** Following multiple reminders and a year-long waiting period after 21st August 2019, the promoter informed the allottee on 31st December 2020 that if they did not claim possession within 30 days, the allotment would stand cancelled. **Consequently, due to the complainant's failure to take possession or execute the sale deed despite ample opportunities, the unit was rightfully cancelled by the promoter.**

During the proceedings, efforts were made to explore alternative vacant units for the complainant. However, **the complainant did not find any suitable unit of their choice within the project, resulting in the inability to provide the requested relief for possession of Unit No. 101, which was already cancelled on 31st December 2020.**

**Regarding the refund, the agreement's clause 20(2) specified a refund within 120 days of unit cancellation after deducting the booking amount. However, statutory provisions (Rule 18(1)) mandated a refund within 45 days. The project in question was ongoing, leading to retroactive implications of the Act and Rules. As per clause 1.11 of the agreement, deductions were to be made against the basic unit price, allowing for a maximum deduction of Rs. 77,000 based on the specified basic price of Rs. 7.70 lakh.**

The respondent argued against paying interest on the outstanding amount, emphasizing the complainant's failure to take possession despite reminders. Nonetheless, the Authority found fault with the promoter for breaching clause 20.2 of the agreement and directed a refund without interest, stating that it was not within their jurisdiction to alter the agreement terms.

Consequently, the Authority directed the promoter to refund the deposited amount after deductions within 45 days from the date of publishing the order on the Authority's webpage.

**In conclusion, despite the complainant's full payment, they did not claim possession, leading to the cancellation of the unit. The Authority mandated a refund of the amount after deductions, denying the claim for interest on the outstanding amount, citing the inability to modify the agreement terms.**

**COMPLAINANT: Desh Deepak Goel and Ruchi Goel**

**RESPONDENT: FS Housing Pvt. Ltd.**

**CORAM: Hon'ble Shri Shailendra Agarwal, Member**

**ORDER DATE: 25.10.2023**

Complainant Representative: Adv Devesh Kumar Bansal and Adv Ankit Jain

Respondent Representative: Adv Anurag Jain , Adv Unnati Vijay and Adv Saloni Nogaja

**Gist of Case:** The respondent attributed project delays to force majeure, financial constraints, slow sales, and COVID-19, but the Authority rejected these reasons, underlining that the initially agreed possession date preceded the pandemic and required genuine justifications for invoking force majeure.

The complaint revolved around delayed possession and the request for interest payments related to a property unit they purchased in a project called 'The Crest' located in Airport Enclave, Jaipur, registered under the authority with registration No. RAJ/P/2017/056.

**According to the complainants, the respondent had misrepresented that they had obtained all necessary approvals from the competent authority. Based on this representation, the complainants had booked a unit in 'The Crest' project for a total of Rs. 255 lakh. An agreement for sale was executed on 20th January 2017, where the respondent committed to provide possession of the unit by 30th September 2018. The complainants adhered to the payment schedule and paid a total of Rs. 254.59 lakh as the sale consideration, without default. However, the respondent failed to deliver possession on time. Although the complainants eventually obtained possession, it was delayed until 30th April 2022, which was three and a half years late.**

Moreover, the unit was incomplete and uninhabitable, lacking several amenities promised by the respondent. The complainants, forced to accept the possession due to their circumstances, claimed that the respondent had not obtained the occupancy certificate. They also mentioned a subsequent agreement signed on 17th June 2020, where the respondent acknowledged the project's delay and agreed to provide interest and compensation to the allottees for the delay, defects, and losses. Despite this agreement, the respondent did not complete the project, attributing the delay to factors such as a lack of funds and COVID-19. The complainants argued that COVID-19 was not a factor in the initial promised possession date in 2018. The complainant, who had retired from a government job, was forced to rent accommodation after eviction from government housing, leading to additional expenses. They sought to invoke Section 18 of the Real

Estate (Regulation and Development) Act, 2016, and demanded interest on the amount they paid for the delayed possession. They also cited precedents where interest for delayed possession was granted in similar circumstances and against the same respondent.

**The respondent, represented by legal counsel, admitted to the booking and the execution of the sale agreement on 20th January 2017. They also acknowledged that the agreement specified possession by 30th September 2018. The respondent cited paucity of funds and a slow pace of flat sales, further impacted by the COVID-19 pandemic, as reasons for the construction delay. They argued that the subsequent agreement signed on 17th June 2020 recognized the project's delay and committed the respondent to complete it by December 2020, with the condition that allottees pay their dues. According to the respondent, this later agreement superseded the earlier one, and they claimed that the complainants had already accepted possession, executed the sale deed on 6th May 2022, and were residing in the unit. They invoked the principle of waiver and the concept of contract discharge by performance to argue that the complainants were not entitled to claim interest for the delayed possession. The respondent requested the dismissal of the complaint and the imposition of costs on the complainants for unnecessary litigation. They also mentioned an order by the Authority on 13th May 2020, allowing promoters a one-year extension due to the COVID-19 pandemic. Additionally, the respondent claimed to have obtained the completion certificate from the competent authority.**

After hearing arguments from both sides, reviewing documents, and considering legal judgments and citations, the Authority noted that there was no dispute regarding the amount the complainants had paid for the property. The primary issue was the delay in project completion and the request for interest on the delayed possession.

**The respondent cited force majeure conditions, paucity of funds, slow sales, and the COVID-19 pandemic as factors contributing to the delay. However, the Authority pointed out that the promised possession date was in 2018,**

**well before the onset of the pandemic in March 2020. The Authority found that blaming market conditions for delayed possession was not a valid excuse. It emphasized that such arguments were not acceptable, and force majeure conditions should only be invoked with genuine justifications.**

The Authority referred to Section 18 of the Real Estate (Regulation and Development) Act, 2016, which governs the liability of promoters for interest on delayed possession. It stated that if the promoter fails to provide possession as per the agreement, the allottee is entitled to receive interest. Since the complainants did not opt for withdrawal from the project and instead took possession, they were eligible for interest on the delayed period. The Authority cited a Supreme Court judgment that affirmed the right of allottees to receive interest for delayed possession. Therefore, the complainants were entitled to interest for the delay.

The question remained regarding the period for which interest should be allowed. The respondent argued that the subsequent agreement should prevail over the earlier one. However, the Authority analyzed both agreements and concluded that the subsequent agreement did not explicitly supersede the earlier one concerning the interest for delayed possession. The subsequent agreement mentioned that the respondent committed to settle the interest accounts of allottees as per their respective sale agreements, indicating their intent to honor the interest commitment of the earlier agreement. The Authority concluded that the subsequent agreement did not replace the provisions of the earlier agreement.

**Consequently, the Authority directed the respondent to pay interest on the entire amount paid by the complainants from the promised possession date in the initial agreement, i.e., 30th September 2018, until the actual possession date on 30th April 2022. The interest rate was specified as "SBI highest MCLR [8%] + 2%," totaling 10%, as allowed by the Act. However, the Authority considered the order issued on 13th May 2020, which allowed for a 12-month interest exemption due to the COVID-19 force majeure condition. Therefore, the net interest payable to the complainants would be the interest allowed minus the interest exemption for the 12-month period.**



**COMPLAINANT: Sharwan Sharma Kumar Sharma**

**RESPONDENT: Sankalp Builders**

**CORAM: Shri Shailendra Agarwal, Hon'ble Member**

**ORDER DATE: 25.10.2023**

Complainant Representative: Adv Samkit Jain

Respondent Representative: Adv Hardik Mishra

**Gist of Case: Allottee has the right to withdraw from a project at any point of time where it finds the agreement's terms and conditions unsatisfactory or in violation of law.**

The Complainant had booked three flats in the mentioned project and paid a booking amount of Rs. 1.98 lakh on March 12, 2017. However, when the Complainant requested the execution of the agreement to sell, the Respondent provided a draft agreement that did not align with the discussions that had taken place during the payment of the booking amount. In particular, the Complainant found the conditions of the agreement for sale to be unreasonable and unacceptable. The Complainant highlighted that clauses 14, 15, and 16 of the proposed agreement had not been discussed and were not agreeable. Consequently, the Complainant requested the cancellation of the booking in writing on July 31, 2017, and again on September 15, 2019, while seeking a refund of the paid amount.

The Complainant also brought to the Authority's attention that the **completion and occupancy certificates submitted by the Respondent were issued by one of the project's promoters, who was an architect.** The Complainant alleged that **the quarterly progress reports submitted by the Respondent were inaccurate.** Therefore, the Complainant requested the Authority to investigate these irregularities and take appropriate action against the Respondent.

The Respondent, represented by Adv Hardik Mishra, argued that the total sale consideration for each of the three flats was Rs. 14.65 lakh, and the Complainant had paid less than 10% of the total amount. The Respondent claimed that after hearing the Complainant's objections to the agreement's terms and conditions, they had agreed to execute an agreement that aligned with the Complainant's preferences and had communicated this intent via email. However, the Complainant refused to proceed with the flat booking and insisted on a refund. The Respondent also mentioned that the project was

complete, and they had obtained a completion certificate. Consequently, the Respondent contended that the Complainant's request for a refund should not be granted.

After hearing both sides, the Authority's decision was that an allottee (the Complainant) is free to withdraw from a project at any point if they find the agreement's terms and conditions unsatisfactory. In this case, the terms and conditions offered by the Respondent differed from the discussions between the Complainant and the Respondent, leading to a loss of confidence on the Complainant's part. As a result, the Complainant's request to withdraw from the project, made within 3 to 5 months of paying the booking amount and not signing the agreement for sale, was considered entirely justified.

The Authority directed the Respondent to refund the entire amount of Rs. 1.98 lakh paid by the Complainant as a booking amount, without any deduction of administrative charges, as the Respondent had used the Complainant's funds for six years. **However, the Complainant's request for interest on this amount was deemed not payable under section 12 of the Real Estate (Regulation and Development) Act, 2016**, as it falls within the purview of compensation to be determined by the Adjudicating Officer of the Authority. The Complainant was free to approach the Adjudicating Officer for such compensation.

In conclusion, the complaint was dismissed, and the Respondent was instructed to refund the full booking amount to the Complainant. Interest on the refunded amount was not granted in this decision.

**COMPLAINANT: Sunil Ghanshamdas Nandwani**

**RESPONDENT: SKG B3B LLP**

**CORAM: Hon'ble Shri Salvinder Singh Sohata, Member**

**ORDER DATE: 26.10.2023**

Complainant Representative: Mr. Shubham, Advocate

Respondent Representative: Mr. Samkit Jain, Advocate

**Gist: Allottee to pay the demand and fulfil the obligations as per section 19(4) of RERA, 2016. Allottee cannot defer registration of agreement due to any typographical error.**

The complainant had booked unit numbers 714 and 814 in Block-A of the project 'Saavyas,' which is registered under RAJ/P/2017/186. However, no

formal agreement for sale had been executed between the parties. The complainant had deposited a total of Rs. 4.22 lakhs for these units through receipt No. 1259 dated February 15, 2022. The complaint alleges that the promoter (the respondent) refused to execute the agreement for sale, demanded more than 10% of the total consideration before executing the agreement, and failed to hand over possession as per the agreed terms. The complainant sought a refund of the deposited amount, although the actual unit cost was not provided in the complaint.

In response, the promoter acknowledged that the complainant had paid Rs. 4.22 lakhs for both units and claimed that the complainant had failed to fulfil their obligation to execute the agreement for sale. **The respondent also pointed out a typographical error in the demand letter where a 1 BHK unit was mistakenly mentioned instead of the 2 BHK unit booked by the complainant.** The complainant did not respond to the subsequent demand for agreement execution, and the promoter argued that the deposit made was a booking/advancement payment, which could be forfeited due to the complainant's failure to fulfil their obligations. The promoter requested the dismissal of the complaint with exemplary costs and sought interest against the complainant for non-payment of the allotted units' dues.

**After hearing both parties and examining the evidence, the authority found that the complainant had been aware of the size of the units (flat numbers 714 and 814) when they made the booking. The typographical error in the demand letter, which mentioned 1 BHK instead of the 2 BHK booked by the complainant, did not affect the allocation of the specific unit to the complainant. The complainant was obligated to execute the agreement as per Section 13 of the Act, regardless of the size mentioned in the demand letter. The authority observed that the complainant had failed to prove that they had attempted to rectify the error in the demand letter with the promoter. It appeared that the complainant had no intention of executing the agreement for sale.**

The complainant sought a refund due to the non-execution of the agreement and non-delivery of possession, but the authority noted that the complainant had not taken the necessary steps to execute the agreement, and the possession of the units could not be handed over within four months, considering the project's progress and unpaid instalments.

According to Section 19(4) of the Act, the complainant had to prove the promoter's default in fulfilling their promises, and the allegations of non-delivery of the units were considered imaginary. **The authority agreed with the promoter's argument that earnest/booking money could be forfeited due to any grounds for seeking a refund by the complainant, who was deemed to be in default.**

**COMPLAINANT: Major Abhinav Kumar.Mrs. Sarita Kumari & Ors**

**RESPONDENT: Expact Projects and Developers Pvt. Ltd.**

**CORAM: Hon'ble Smt. Veenu Gupta, Chairperson**

**ORDER DATE: 03.01.2024**

Complainant Representative: Adv. Sameer Sharma, Pransul Chopra and Adv. Ankur Jain

Respondent Representative: None

**Gist of Case: The Authority exercises its powers and appointed its officer to visit the project site to check the status of the project.**

In this case the matter was heard where, no one appeared on behalf of the respondent. The complainant stated that the respondent/promoter has not executed the sale deed as directed by the Authority. As per section 42(2) of the Real Estate (Regulation and Development) Act, 2016 read with a rule 26 of the Rules 2017, the Authority has the same powers as vested in Civil Courts under the C.P.C. to execute its orders and decrees. Hence, it's requested that the learned Authority exercises its powers and appoint one of its officers to execute the sale deed on behalf of the respondent/promoter.

The complainant also quoted case from Gujarat RERA vide order dated 18.11.2021 in the matter of Execution Petition No. 35 of 2020 in Complaint No. 354 of 2019 and also in Tamil Nadu E.P. No. 35 of 2020 in C. No. 354 of 2019, wherein the sale deeds have executed by the Authority.

**Before any further action is taken, the Registrar is directed to visit the project site along with the one more officer of project cell and furnish a site report regarding the current status project. This report may be furnished by 22.01.2024.**

**COMPLAINANT: Suo Moto**

**RESPONDENT: Vatika Co-Operative Housing Society**

**CORAM: Hon'ble Smt. Veenu Gupta, Chairperson**

**ORDER DATE: 08.01.2024**

Complainant Representative: Authority

Respondent Representative: None

**Gist of Case: Rajasthan RERA initiated action against respondent for selling plots without registration.**

The Rajasthan Real Estate Regulatory Authority (RERA), based in Jaipur, initiated a case suo moto against Vatika Co-Operative Housing Society, represented by its liquidator.

**The authority observed that the respondent was selling plots within its ongoing residential project named 'Abhinandan Enclave' in Jaipur without obtaining prior registration under Section 3 of the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as 'the Act'). As per the Act, registration is mandatory for real estate projects to ensure transparency and safeguard the interests of buyers.**

In light of the absence of the respondent's representative, the Registrar of Cooperative Societies is directed to ensure the presence of the liquidator at the next hearing. The case was scheduled for the next hearing on 26.02.2024.

**COMPLAINANT: Suo Moto**

**RESPONDENT: Balaji Green City Developers and Balaji Construction & Developers**

**CORAM: Hon'ble Smt. Veenu Gupta, Chairperson**

**ORDER DATE: 05.02.2024**

Complainant Representative: None

Respondent Representative: Adv Samkit Jain

**Gist of Case: The project size falls below the Act's coverage, exempting the project from registration under the Act.**



Initially, a complaint was filed by Bhupendra Singh Rathore against Respondent No.1 regarding dissatisfaction with the construction of a flat in the project 'Balaji Green Valley.' The complaint was withdrawn after a settlement deed on 01.03.2023, but the project's registration status was questioned.

Counsel for Respondent No. 1 argued that the land was initially owned by Punja Bheel. The said agricultural land was converted for the residential use by Municipal Council Banswara. It was further contended that major portion of the said plots were sold without any construction, development and any advertisement to the buyers. It was argued that Respondent No. 1 is neither an agent or promoter nor an associate of the khatedar. Hence, the present complaint deserves to be dismissed. Therefore, Shri Punja Bheel obtained permission of construction and approval for development of the said converted land from the competent municipal authority and started selling converted plots to the buyers.

**Respondent No. 1 purchased 11 plots, out of which, got 5 plots converted into villas. Area of the individual villa is approximately 850 sq.ft or 78.9676 sq. mtrs. Therefore, the cumulative area of 5 developed villas is 394.838 sq. mtrs which is less than 500 sq. mtrs. , exempting the project from registration.**

After hearing arguments and reviewing records, it was found that the total area of developed villas and remaining plots was less than 500 sq. mtrs, exempting the project from registration under the Act. Thus, the suo moto proceedings were dropped.

The Rajasthan Real Estate Regulatory Authority, Jaipur, concluded that the project did not fall under the Act's purview and was not liable for registration. Therefore, the complaint was dismissed, and the proceedings were dropped.

**COMPLAINANT: Nitin Singh Salaria**

**RESPONDENT: Swastik Home Build Private Limited**

**CORAM: Hon'ble Smt. Veenu Gupta, Chairperson**

**ORDER DATE: 14.02.2024**

Complainant Representative: Mohit Khandelwal (Adv)

Respondent Representative: None

**Gist of Case: A complaint was filed for non-delivery of possession, authority found project lapsed, ordered refund with interest.**

The case involves a complaint alleging that the complainant booked a flat and was allotted Flat in the project 'Genesis Sky Heights' situated at Alwar. Consideration of the said flat was Rs. 18,54,675/- against which, total payment made by the complainant is Rs. 17,41,775/-. Clause 14 of the said buyer's agreement states that the possession of the said premises is proposed to be handed over by the respondent to the complainant within 36 months from the date of the agreement or within extended period of 6 months.

**Counsel for the complainant argued that possession of the said flat was supposed to be delivered by 05.05.2017 as per clause 14 of the buyer's agreement executed between the parties. The complainant stated that on several occasions the complainant inquired from the respondent about the possession of the said flat but no satisfactory reply was ever received from the respondent.** Since the expected date of handing over of possession was 05.11.2016, the last instalment was paid by the complainant on 14.10.2016, but, till date possession of the flat has not been offered by the respondent. Therefore, the complainant prayed for the refund of the deposited amount, i.e., Rs. 17,41,775/- along with interest at 12% per annum, compensation as well as other ancillary relief.

**It was stated in the reply that the complainant has paid Rs. 16,78,061/- (exclusive of taxes) till date against the consideration of Rs. 18,54,675/-. The reasons of delay in the project were stated to be the restrictions on the ongoing construction activities by the Pollution Control authorities, demonetization, enactment of the Act, GST law, default of allottees in making payment and outbreak of COVID 19 pandemic.**

It was contended that the respondent had applied for Special Window for Affordable and Mid-Income Housing (SWAMIH) fund which was received on 25.02.2021 by the respondent. As a result, the project work of Block-B comprising of Tower-C and Tower-D is near to completion and possession of

the flat would be handed over to the complainant within a few months. The respondent, therefore, prays besides other ancillary relief that the complaint deserves to be dismissed and the complainant be directed to make payment of the due amount.

**Counsel for the respondent pleaded no instructions. On the perusal of record, the current status of the project comes under lapsed project. They have not sought any extension. This clearly indicates that the respondent is not serious about completion of the project. Hence, he is directed to refund the amount deposited by the complainant along with interest at SBI highest MCLR plus 2%.**

**HIMACHAL PRADESH REAL ESTATE REGULATORY AUTHORITY**

**COMPLAINANT: Jitender Bansal**

**RESPONDENT: Sudershan Singla**

**CORAM: B.C. BADALIA, MEMBER DR. SHRIKANTBALDI,  
CHAIRPERSON**

**ORDER DATE: 26.10.2023**

Complainant Representative: Mr. Pradeep Kumar, Advocate

Respondent Representative: Mr. Atul, Advocate

**Gist of Case: Under section 14 read with section 37 of RERA Act, 2016 a promoter cannot alter, add or adversely affect the rights of allottees in common areas without obtaining prior consent of at least 2/3<sup>rd</sup> allottees.**

The case under consideration is a complaint lodged with the Himachal Pradesh Real Estate Regulatory Authority (HP RERA) by Jitender Bansal, a resident of Chester Hill, Mall Road, Solan, and a representative of the Chester Hills Resident Welfare Association. This complaint is directed against Sudershan Singla, respondent/builder, associated with the construction and development of Chester Hills by N.G. Estates Solan. The central dispute revolves around access to a path within the Chester Hills residential society, which was initially promised to be exclusively for the residents.

**The complainant asserts that when residents initially purchased flats in the Chester Hills project, it was guaranteed by the builder that the path leading**

to the residential area was solely for the use of the society's residents. The complainant claims that the builder, Sudershan Singla, is on the verge of sharing this path with another individual, Mr. Rajiv Shandil, in contrast to the original commitment. The Resident Welfare Association has taken control of common area services and maintenance, and the society collects funds from residents for this purpose.

The complainant seeks the following:

- Restraining the builder from sharing the path with anyone who is not a member of the residential society.
- Preventing the builder from entering into any new agreement for sharing the path and common services without the consent of the Resident Welfare Association and residents.
- Requesting the Municipal Corporation, Solan, not to grant planning permission for the path/road beside Chester Hills without the consent of the Resident Welfare Association for its usage.

In response, the respondent claims that the complaint is baseless and lacks concrete evidence to support the allegations. The respondent argues that there has been no sharing of the path with any other party to date. **The complainant did not disclose the agreement between the respondent and the complainant, which specifies that the path will only be shared with Latika Thakur and Hans Raj Thakur, an agreement accepted by the complainant's officials and members.** Furthermore, the complainant association and the respondent had previously entered into a compromise agreement on 20.08.2020, transferring maintenance responsibilities and control of various amenities and areas to the complainant association.

The complainant argues for the preservation of the exclusive use of the road by society residents, as initially assured by the builder. The respondent assures that they have not granted the right to use the path in writing to anyone other than society residents. **The Himachal Pradesh Real Estate Regulatory Authority (HP RERA) finds that the complainant lacks evidence to support their**

**claim of the path being shared with third parties. They note that use of the road by nearby villagers cannot be stopped by the respondent.**

In its decision, the authority references Section 14 of the Real Estate (Regulation and Development) Act, 2016, which prohibits the promoter from making alterations or additions to the sanctioned plans and common areas without the prior consent of at least 2/3rd of the allottees who have agreed to take apartments in the building. The authority restrains the promoter from altering, adding, or affecting the rights of the allottees in common areas, including the road, without obtaining the consent of at least 2/3rd of the allottees who have agreed to take apartments in the project.

### **GOA REAL ESTATE REGULATORY AUTHORITY**

**COMPLAINANT: Mr. Bharat Hemchand Kava**

**RESPONDENT: Hemant D. Naiknavare**

**CORAM: VIJAYA D. POL, MEMBER**

**ORDER DATE: 17th AUGUST 2023**

**Gist of Case: Violation of provisions of section 13(1) of RERA Act i.e. receiving amount more than 10% from allottee does not entitle allottee to claim refund on this ground alone. Civil dispute solely seeking the recovery of money and was outside the purview of the RERA Act.**

The Goa Real Estate Regulatory Authority issued an order on August 17, 2023, addressing a complaint filed under Section 31 of the Real Estate (Regulation and Development) Act, 2016 (RERA Act). The complaint was filed by Mr. Bharat Hemchand Kava against Hemant D. Naiknavare, regarding the refund of a booking amount for a 2bhk flat in the 'ESMERALDA PROJECT-2.' The complainant sought the refund of ₹10,79,848, alleging that the respondent failed to return the booking amount, execute an allotment letter, and falsely claimed that the flat was sold.

The respondent, Hemant D. Naiknavare, was duly served but did not provide a reply, leading to an ex-parte ruling. The complainant argued that the flat had been sold by the promoter.

The key issue before the authority was whether it had jurisdiction under the RERA Act to order the respondent to refund the booking amount. The authority concluded that it did not have jurisdiction for the following reasons:

- **Lack of Agreement for Sale:** The RERA Act, **Section 18, deals with returning the amount and compensation in cases where the promoter fails to complete or provide possession of a property. This provision applies if there is an agreement for sale in place.** In this case, as there was no agreement for sale between the parties, Section 18 was not applicable.
- **No Discontinuance of Business:** **Section 18 of the RERA Act also applies when a promoter fails to complete a project due to the discontinuance of their business as a developer, such as suspension or revocation of registration.** Since this condition was not met, the complainant could not claim a refund under Section 18.
- **Section 12 Inapplicable:** **Section 12 of the RERA Act allows for a refund when a person sustains loss or damage due to incorrect or false statements made by the promoter in notices, advertisements, or prospectuses.** However, the complainant did not prove that such statements were made in this case, so Section 12 was not applicable.
- **Violation of Section 13(1):** The complainant alleged a **violation of Section 13(1) of the RERA Act, which restricts promoters from accepting more than ten percent of the apartment's cost without a written registered agreement for sale.** However, there was no evidence to suggest that the complainant was forced to make such a payment, and the complaint did not fall under the scope of Section 13(1).

**The authority determined that the complaint was a civil dispute solely seeking the recovery of money and was outside the purview of the RERA Act. As a result, the authority concluded that it lacked jurisdiction to decide the complaint and dismissed it.**

## **PART-II**

### **NOTIFICATION & CIRCULARS**

#### **GOA REAL ESTATE REGULATORY AUTHORITY**

**F No. 1 /RERA/Circulars/2019/798**

**Dated: 11.08.2023**

**Sub: - Adherence to Model Format of Agreement for Sale (AFS).**

The Goa Real Estate Regulatory Authority (Goa RERA) has come across several instances of complaints filed before the Authority where some promoters/builders are violating certain provisions of Model Form of Agreement to be entered into between promoters and allottee(s) under Rule 10(1) 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 under Sub Section (2) of Section 13 Agreement for sale (AFS) of the Real Estate (Regulation and Development) Act, 2016.

2. Recently the Ministry of Housing And Urban Affairs, New Delhi, vide its letter No. 0-17024/1059/2017-HOUSING SECTION- MHUPA- Part (10) IEFS-9160777, dated 01/08/2023 has also brought to the notice of all the Real Estate Regulatory Authorities regarding instances where some builders are incorporating restrictive clauses in the Agreement for Sale (AFS) and thereby deviating from model AFS Rules as notified by the Ministry.

3. It may be noted by all promoters/builders the Rule 10(1) and (2) under Agreement for sale along with explanatory note to the Model Form of Agreement notified by Goa RERA gives some leeway to modify and adopt in each case by the promoters/builders having regard to the facts and circumstances of respective cases. However any violations of those clauses which are in accordance with statute and mandatory according to the provisions of the Act shall be retained in each and every agreement executed between the promoter and allottee. Any change in the agreement found contrary to or



inconsistent with any provisions of the Act, Rules and Regulations would be void ab initio.

4. In the light of above , all the existing promoters who registered their projects with Goa RERA as well as prospective promoters of real estate projects are hereby directed to adhere to the Model Format of Agreement for Sale to be entered between promoters and allottee(s).

5. This is issued with the approval of the Authority.

### **GOA REAL ESTATE REGULATORY AUTHORITY**

**F No. 1/RERA/Circular/2019/811**

**Dated: 17.08.2023**

**Subject: In the matter of real estate projects not required registration from Goa RERA u/s 3(2)(a) of the Real Estate (Regulation and Development) Act, 2016.**

In the said explanatory note pertaining to FAQs 9,10,11,12,13,14,15; Goa RERA has clarified as following:-

"In the light of the judgment dated 10.07.2019 in Appeal before the Maharashtra Real Estate Appellate Tribunal, Mumbai in Complaint No. SC10000672 and Complaint No. SC10000691, MIS Geetanjali Amara Constructions and Another Versus Hrishikesh Ramesh Paranjape and 03 Others, the Hon'ble Tribunal has interpreted that "once the project meets one of the conditions that precedes or succeeds the word "or" in the said clause, the project is not registrable". Meaning thereby, the project is registrable if it is constructed in an area of more than five hundred square meters comprising more than eight units inclusive of all phases".

Goa RERA has decided to issue a clarificatory Circular in supplementing the above FAQs under explanatory note dated 18.01.2023 as following:

(a) Those real estate projects where the area of land proposed to be developed is less or equal to five hundred square meters shall not require Goa RERA project registration irrespective of whether the number of apartments / units proposed to be developed is less than or more than eight apartments / units as the case may be inclusive of all phases.

(b) Whose real estate projects where number of apartments / units proposed to be developed is less or equal to eight apartments / units inclusive of all phases shall not require Goa RERA Registration irrespective of whether the area of the land proposed to be developed is less than or more than five hundred square meters.

This issues with approval of the Authority.

## **GOA REAL ESTATE REGULATORY AUTHORITY**

**F.No:1/RERA/Circulars/2019/830**

**Dated: 21.08.2023**

**Sub: In the matter of filing correct details of land owner(s) under Project Registration Details Menu (Promoter's page) for registration of real estate projects under Joint Development Agreement (JDA) route.**

Goa RERA has noticed several instances of not filing correct details of land owner(s) by the promoters of real estate project in the Project Registration Details Menu (Promoters page) especially under Promoter/Land owner details for registration of real estate projects through Joint Development Agreement (JDA) route.

2.As per provisions under section 2(zk) of the Real Estate (Regulation and Development) Act, 2016, the land owner is also defined as a promoter in addition to the Promoter / Investor of the real estate project for the purpose of sale of building or apartment or flat or plot to the general public.

3. Further, the explanation to the said section also mandates, where the person who constructs or converts a building into apartments or develops a plot for sale and the person who sells apartments or plots are different persons, both of them shall be jointly liable as such for the functions and responsibilities specified under the Act or the rules and regulation thereunder.

4. In the light above, the land owner is deemed as a promoter of a real estate project under Joint Development Agreement in addition to the Promoter / Investor of the project for sale of building or apartment or flat or plot to the general public.

5. Therefore, (a) all promoters / land owners who already registered their project under Joint Development Agreement route with Goa RERA are hereby directed to update correct details of land owner(s) in the promoters page and (b) all prospective promoters / land owner(s) of real estate project under Joint Development Agreement route to file correct details of land owner(s) in the promoter's page.

6. This issues with approval of the Authority.

**RAJASTHAN REAL ESTATE REGULATORY AUTHORITY**

**No. F. 1(31)RJ/RERA/2019/D-2317**

**Dated: 05.09.2023**

**Subject: Order for Submission of Service Drawings**

In supersession of earlier order No. F1 (31)RE/RERA/2019/2181 dated 14.07.2023, for registration of any real estate project, the following directions are issued in respect of submission of service drawings for registration of the project:-

At the time of registration of project, promoter will upload a declaration that the service drawings will be submitted through Project Profile Modification module before the submission of Partial CC/Completion Certificate/Occupation Certificate of the project, in accordance with UDH order No. P.11(9) NVV/2020/Part-III dated 10.08.2023, incorporating all the service drawings and requisite documents.

In the application of registration, henceforth, it will be mandatory for promoter to declare on affidavit that he will submit all service drawings before submitting Partial Completion/ Completion Certificate/ Occupancy Certificate through project profile modification module in accordance with the aforementioned UDH Order dated 10.08.2023.

In the projects, wherein Partial CC/CC/OC has been submitted before 10.08.2023, same will be accepted only after submission of service drawings as per checklist issued by UDH.

This bears the approval of Hon'ble Chairman.

**RAJASTHAN REAL ESTATE REGULATORY AUTHORITY****No. F4(1)RJ/RERA/2017/Part/D-2324****Dated: 14.09.2023****Subject: Order for deposition of fees while applying for extension of project.**

In pursuance of the powers conferred on the Authority under Section 37 of The Real Estate (Regulation and Development) Act, 2016 and Section 23 (3) of The Rajasthan Real Estate Regulatory Authority Regulations, 2017, and in continuation of the earlier orders for extension of registration of the projects dated 16.08.2019, 13.05.2020, 22.05.2020, 10.08.2020, 25.08.2020, 17.03.2021, 30.03.2021, 28.06.2021, 27.09.2021 & 13.04.2023, this consolidated order regarding the amount to be deposited on annual basis is issued as follows:-

S. No.	Type of Extension Application	Extension Fee	Standard Fee	Penalty
1	In cases where first extension of registration is applied for 06 months or less	50% of the Registration fee	NIL	Only in case of delay, 50% of the Registration fee
2	In cases where extension of more than 06 months is required before the expiry of the validity period of registration of the project	50% of the Registration fee	100% of the Registration fee	NIL
3	In cases where validity period of project registration has expired	50% of the Registration fee	<ul style="list-style-type: none"> <li>An amount equal to the registration fee, if the delay does not exceed 90 days.</li> </ul>	50% of the Registration fee

			<ul style="list-style-type: none"> <li>• Twice amount the of registration fee, if the delay exceeds 90 days.</li> </ul>	
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Under Authority's Order No. 873 dated 22.05.2020, if the extension of registration has been applied for more than one year, then the above mentioned fee will increase proportionately on per year basis.

This order is issued with the approval of Hon'ble Chairman.

### **MAHARASHTRA REAL ESTATE REGULATORY AUTHORITY**

**No. MahaRERA/Secy/File No .27/ 1304/ 2023**

**Dated: 20.09.2023**

**Subject: Extension of timelines for obtaining MahaRERA Real Estate Agent certificate of competency.**

Whereas, the Real Estate (Regulation and Development) Act, 2016 (the Act) was enacted to bring about greater professionalism, accountability and competency in real estate sector as well as to protect the interest of the home buyers / allottees.

And whereas, real estate agents are an integral part of the real estate sector, who connect home buyers / allottees and promoters and promote most of the real estate transactions.

And whereas, Section 9 of the Act mandates every real estate agent to be registered with MahaRERA before facilitating the sale or purchase of or act on behalf of any person to facilitate the sale or purchase of any plot, apartment, unit or building as the case may be, in a real estate project or part of it, being sold by a promoter.

And whereas, under Rule 14(2) of the Maharashtra 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

mandatory for every registered real estate agent to quote the registration number on all the documents issued relating to advertisement, marketing, selling or purchase along with the real estate project registration number.

And whereas, in order to bring about certain level of consistency in the practices of real estate agents, enhance knowledge and awareness of the regulatory, the legal framework and practices, enforcement of code of conduct and with a view to ensure that real estate agents are professionally qualified to help / assist home buyers / allottees, MahaRERA has introduced basic real estate agent training and certification course for real estate agents across the State of Maharashtra. The said aspect has been brought to the knowledge of all concerned vide MahaRERA Order No 41 /2023 dated 10.01.2023.

And whereas, the abovementioned MahaRERA Order had prescribed the timelines and the criteria applicable for every real estate agent in the matter of obtaining and submitting MahaRERA Real Estate Agent Certificate of Competency at the time of registration / renewal of registration of real estate agents.

And whereas, multiple requests have been received for extension of these timelines and in view of these requests, the following further directions are issued:

- a) With effect from 01.11.2023, only those real estate agents who have a valid MahaRERA Real Estate Agent Certificate of Competency can apply for MahaRERA real estate agent registration / renewal of registration.
- b) Existing registered real estate agents shall obtain MahaRERA Real Estate Agent Certificate of Competency before 01.01.2024 and upload the same at their respective web page failing which action as deemed fit shall be initiated by the Authority.
- c) The mandate mentioned in Clause (a) and (b) above shall apply to the following persons:
  - a. All individual real estate agents in case of individuals and authorized signatory (authorized for making application for MahaRERA real estate agent registration) in case of firms / companies / organizations (Other than Individuals).

b. All employees / staff / officers by whatever designation called working in firms / LLP / companies / organizations of real estate agents, who interact with homebuyers / allottees for effecting transactions in real estate projects.

d) With effect from 01.01.2024, promoters of real estate project shall ensure that the names and addresses of the real estate agents if any to be given in compliance of Section 4 (2) (j) of the Act shall be of only such real estate agents who have MahaRERA Real Estate Agent Certificate of Competency.

e) The dates mentioned in the directions issued under MahaRERA Order No. 41/2023 dated 10.01.2023 shall be considered as substituted by the dates prescribed under this MahaRERA Order.

This Order shall come into force with immediate effect.

**KARNATAKA REAL ESTATE REGULATORY AUTHORITY**

**No: RERA/Accounts/CR/129/2021-22**

**Date: 20.10.2023**

**Sub: Submission of Annual Audit Report as per Section 4(2)(I)(D) of the RERA Act, 2016.**

Government of India has enacted the Real Estate (Regulation and Development) Act, 2016 and Government of Karnataka has notified the Karnataka Real Estate (Regulation and Development) Rules 2017. Accordingly, the Karnataka Real Estate Regulatory Authority (RERA) was established, and a web portal was created to enable the real estate agents to register themselves online by submitting application for grant of registration, filing of quarterly updates, change request, audited accounts report, complaints, agent registration etc.

3rd proviso to section 4(2)(I)(D) of the RERA. Act 2016 mandates the promoter to get accounts audited within six months after the end of every financial year by a chartered accountant in practice and shall produce a statement of accounts duly certified and signed by chartered accountant and it shall be verified during the audit the amounts collected for particular project have been utilized for the project and the withdrawal has been in compliance with the proportion to the percentage of the completion of the project.

In exercise of the power conferred under section 25 and 37 of the Real Estate (Regulation and Development) Act, 2016 and as the Karnataka Real Estate



Regulatory Authority has recently notified the New format for Form-7, Annual Audit Report on statement of Accounts, the promoters are mandated to obtain the New Form 7 for the financial year 2021-22 and for subsequent years for each project from a chartered Accountant in practice.

Further, the new form-7 shall be submitted in a separate online module. The promoters shall visit the K-RERA web portal and select Annual Audit login under Registration and submit the required information, details, documents and New Form-7.

In addition, the promoters shall submit the information of Annual Audited books of accounts (Profit and Loss Account, Balance Sheet along with schedules, cash flow statements, Income Tax Returns and Auditor report) along with New Form-7 for the financial year ending 31st March 2023 on or before 30th November 2023, which is in compliance with the Real Estate (Regulation and Development) Act, 2016 and Real Estate (Regulation and Development) Rules, 2017.

In case of promoter face any problem while create login etc, they can raise the ticket in Helpdesk.

### **MAHARASHTRA REAL ESTATE REGULATORY AUTHORITY**

**No. 41B / 2023**

**Dated: 13.12.2023**

**Subject: Final extension of timelines for obtaining MahaRERA Real Estate Agent Certificate of Competency.**

Whereas, Government of India has enacted the Real Estate (Regulation and Development) Act, 2016 (the Act) and all sections of the Act have come into force with effect from 01.05.2017.

And whereas, the Government of Maharashtra vide Notification No. 23 dated 08.03.2017 has established the Maharashtra Real Estate Regulatory Authority, hereinafter referred to as "MahaRERA" or as "the Authority".

And whereas, the Government of Maharashtra has notified the Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on Website) Rules, 2017 (the Rules) for carrying out the provisions of the Act.

And whereas, the Authority has notified the Maharashtra Real Estate Regulatory Authority (General) Regulations, 2017 (the Regulations) to carry out the purposes of the Act.

And whereas, the Authority under Section 37 of the Act and Regulation 38 of the Regulations is vested with the powers to issue directions to the promoters, real estate agents and allottees from time to time as it may consider necessary.

And whereas, Chairperson, MahaRERA is vested with the powers of general superintendence and directions in the conduct of the affairs of MahaRERA under Section 25 of the Act.

And whereas, the Act was enacted to bring professionalism, accountability, and competency in real estate sector.

And whereas, real estate agents are an integral part of the real estate sector, who connect home buyers/allottees and promoters and as such facilitate most of the real estate transactions.

And whereas, Section 9(1) of the Act, mandates every real estate agent to be registered with MahaRERA before facilitating the sale or purchase of or act on behalf of any person to facilitate the sale or purchase of any plot, apartment, unit or building as the case may be, in a real estate project or part of it, being sold by a promoter.

And whereas, under Rule 14(2) of the Rules it is mandatory for every registered real estate agent to quote the registration number on all the documents issued relating to advertisement, marketing, selling or purchase along with the real estate project registration number.

And whereas, Section 9 (3) of the Act enables the Authority to grant registration to real estate agents upon fulfilment of conditions as prescribed.

And whereas, Section 33 (3) of the Act empowers the Authority to take suitable measures for the promotion of advocacy, creating awareness and imparting training about laws relating to real estate sector and policies.

And whereas, under Section 34 of the Act, one of the function of the Authority is to register and regulate real estate projects and real estate agents registered under the Act.

And whereas, in order to bring about certain level of consistency in the practices of real estate agents, enhance knowledge and awareness of the regulatory, the legal framework and practices, enforcement of code of conduct and with a view to ensure that real estate agents are professionally qualified to help / assist home buyers/ allottees, MahaRERA has introduced basic real estate agent training and certification course for real estate agents across the State of Maharashtra. The said aspect has been brought to the knowledge of all concerned vide MahaRERA Order No 41/2023 dated 10.01.2023.

And whereas, the abovementioned MahaRERA Order had prescribed the timelines and the criteria applicable for every real estate agent in the matter of obtaining and submitting MahaRERA Real Estate Agent Certificate of Competency at the time of registration /renewal of registration of real estate agents.

And whereas, considering the request received for extension of the timelines fixed under MahaRERA Order No.41/2023 dated 10.01.2023, MahaRERA by Order No. 41A/2023 dated 20.09.2023 had extended the timelines as more specifically stated in the said MahaRERA Order.

And whereas, further request have been received for grant of additional time period for obtaining and submitting the MahaRERA Real Estate Certificate of Competency at the time of registration/ renewal of registration of real estate agents.

And whereas, in view of above as a matter of one last chance and final indulgence the following further directions are issued:

- a) With effect from 01.01.2024, only those real estate agents who have a valid MahaRERA Real Estate Agent Certificate of Competency can apply for MahaRERA real estate agent registration / renewal of registration.
- b) Existing registered real estate agents shall obtain MahaRERA Real Estate Agent Certificate of Competency before 01.01.2024 and upload the same at their respective web page failing which action as deemed fit shall be initiated by the Authority.
- c) The mandate mentioned in Clause (a) and (b) above shall apply to the following persons:

- i. All individual real estate agents in case of individuals and authorized signatory (authorized for making application for MahaRERA real estate agent registration) in case of firms / LLP/ companies / organizations (Other than Individuals).
  - ii. All employees staff officers by whatever designation called working in firms/LLP/companies/organizations of real estate agents, who interact with homebuyers allottees for effecting transactions in real estate projects.
- d) With effect from 01.01.2024, promoters of real estate project shall ensure that the names and addresses of the real estate agents if any to be given in compliance of Section 4 (2) (j) of the Act shall be of only such real estate agents who have MahaRERA Real Estate Agent Certificate of Competency.
- e) The dates mentioned in the directions issued under MahaRERA Order No. 41A/2023 dated 20.09.2023 shall be considered as substituted by the dates prescribed under this MahaRERA Order.

This Order shall come into force with immediate effect.

**RAJASTHAN REAL ESTATE REGULATORY AUTHORITY**

**No: F1 (31) RJ/RERA/2019/9069**

**Date: 22.12.2023**

**Sub: Procedure for scrutiny and further proceedings in the complaints.**

In pursuance of the decisions taken in 15th meeting of the Authority, held on 20.12.2023, the following directions are hereby issued for compliance by all concerned.

In partial modification of earlier orders dated 15.11.2021 and 21.07.2022 and supersession of order dated 25.08.2023 it is notified that the complaints filed for adjudication before Authority or Adjudicating Officer shall be scrutinized at the registry level. The formal defects may be pointed out at the registry level directing the complainant to remove such defects within stipulated period of 7/10 days.

An additional opportunity may further be given to remove such defects by issuing second intimation for next one week.

In case, such defects are not removed, the registry may take a decision for rejection of the complaint as contemplated in 9th meeting dated 15.11.2021. However, in case the complainant agitates any issue with regard to objection raised at registry level, the Registrar shall refer the matter to the Authority or Adjudicating Officer as the case may be, for orders and the Authority or Adjudicating Officer shall decide the issue involved.

In case the complaint is otherwise found in order, the registry shall place the matter before the Authority or Adjudicating Officer, as the case may be, after giving due intimation to the complainant about listing the case before the Authority or Adjudicating Officer. The Authority or Adjudicating Officer after considering the matter shall pass appropriate orders for further course of action including issuance of notice to the respondent.

The Authority or Adjudicating Officer while passing an order for issuing notice to the respondent may categorically direct the registry to obtain the reply by giving maximum two opportunities not exceeding 15 days at a time to the respondent and thereafter the matter shall be listed before the Authority or Adjudicating Office. After receipt of reply or failure of the respondent to file the reply, the registry shall list the matter before the Authority or Adjudicating Officer for further orders after due intimation to both the parties through E-mail or Speed post.

This bears the approval of the Hon'ble Chairperson.

### **RAJASTHAN REAL ESTATE REGULATORY AUTHORITY**

**No: F4(1) RJ/RERA/2017/Part/D-1041**

**Date: 14.02.2024**

#### **Sub: Extension of registration of the project due to Corona Pandemic.**

In exercise of the powers conferred on the Authority under section 6 of the Act read with Proviso to rule 7 of the Rules, section 37 of the Act and all other powers enabling it in this behalf, the Authority issued directions for the extension of registration of the project due to Corona Pandemic under force majeure vide order no. F1(146) RJ/RERA/2020/848 dated 13.05.2020, which was effective upto 31st March 2021.

From 01.03.2024, the Authority will no longer accept online applications for project registration extension under force majeure on the basis of Corona Pandemic.

This bears the approval of Hon'ble Chairperson.

**GUJARAT REAL ESTATE REGULATORY AUTHORITY**

**No: GujRERA/Order- 89/2024**

**Date: 23.02.2024**

**Sub: Indicative guidelines for amicable settlement of complaints by internal mechanism.**

The Real Estate (Regulation & Development) Act, 2016 has come in to force with effect from 1 May, 2017

Under this Act, the Government of Gujarat has established the Gujarat Real Estate Authority vide Notification No. GH/V/110 of 2017/PRC-102017-266915-1, dated 30th May, 2017, for regulation and promotion of real estate sector in the State of Gujarat, with its headquarter at Gandhinagar

More than 13,000 Projects have been registered before this Authority under the provisions of Section 3 of the RERA Act, 2016 so far, out of which about 6,600 Projects have been completed.

Every year, more than 500 Complaints are being received by this Authority from the Allottees under Section 31 of the Act, 2016 for different issues Refund, Interest, Sale deed, Possession, Common Amenities, Repairs, and Compensation etc.

Approximately one-year time period is being taken to deal with and decide the disputes on merits.

Presently, after completion of pleadings and submission of documents and written arguments, the Complaints are being placed for final hearing before the concerned Bench as per Raster

Hence, for the purpose of saving time and money in litigation process, authority to decrease the hardship to the parties, thinks it is necessary to establish a facility, without any additional cost or penalties for amicable settlement in the complaints u/s 31 before the authority.

Therefore, considering the knowledge of law as a judicial officers and experience to deal with litigation proceedings, following presently working officers in the establishment are hereby appointed as Mediators for the aforesaid purpose.

1. Mr. P. R. Panel Adjudicating Officer
2. Mr. D. D. Rajg Legal Consultam
3. Mr. V. C. Hanut Legal Consultant
4. Whenever required, authority may call upon authorized representatives from The Confederation of Real Estate Developers' Associations of India (CREDAI) as well as National Real Estate Development Council (NAREDCO)

Following indicative guidelines are prescribed low aforesaid purpose

1. During the course of completion of the pleadings, concerned Legal Assistant in assistance of Scrutiny Officer (Ref: Order 69 of GujRERA dt 17/08/2022), shall refer either himself or upon an application received by the parties to the complaint, for arranging two or three joint meetings with the parties/ Representatives, fir amicable settlement between them, before the above- mentioned appointed Officers.
2. The process shall not be continued longer than 60 days from the date of initiation of the mediation process.
3. If the parties are able to reach an amicable settlement, the matter shall be placed before the concerned bench for appropriate order. However, in case of failure to do so, the matter shall be placed before the concerned authority for adjudication after completion of pleadings.
4. For aforesaid purposes, distribution of the matters under mediation will be as below:
  - i. Matters pertaining to district Ahmedabad will he dealt by Mr. P. R. Patel and Mr. D. D. Rajput, matters relating to districts other than Ahmedabad will be dealt by Mr. P. R. Patel and Mr. V. C. Barot. And
  - ii. When there are more than one complaints for the project exist, such kind of complaints will be dealt by all three officers.



## **PART-III**

### **RERA NEWS**

#### **Money Control**

**Dated: 12/12/2023**

#### **Can homebuyers claim compensation for delayed projects after taking possession?**

The Maharashtra Real Estate Regulatory Authority (MahaRERA) issued an order stating that homebuyers cannot claim compensation or interest for delayed possession under Section 18 of the RERA Act once they have taken possession of the house. MahaRERA interpreted Section 18 as requiring a violation at the time of filing the complaint. In a specific case, Girish Bhoite bought a property from Paranjpe Schemes Construction Limited, with possession expected by March 2019. However, possession was taken in May 2022, after which Bhoite filed a complaint seeking interest and compensation for the delay.

Contrary to MahaRERA's stance, the Maharashtra Real Estate Appellate Tribunal (MREAT) in a 2021 order asserted that Section 18 of RERA could be invoked when possession is handed over beyond the stipulated date. MREAT criticized MahaRERA's interpretation, suggesting that such a view could have adverse implications for the real estate sector. The tribunal viewed MahaRERA's perspective as erroneous and deprecated, emphasizing homebuyers' entitlement to relief under RERA for delayed possession.

#### **Financial Express**

**Dated: 18/12/2023**

#### **Rethink likely on project-specific plans for real estate insolvency**

The Ministry of Corporate Affairs (MCA) proposed amendments to the Insolvency and Bankruptcy Code (IBC) to enable the Committee of Creditors (CoC) to invite separate resolution plans for individual real estate projects rather than the entire firm being affected by one failed project. This move aimed to increase interest from potential bidders and mitigate value erosion during insolvency proceedings. However, certain government sections

expressed concerns, fearing potential misuse by developers to siphon funds from specific projects.

The proposed changes could affect the Real Estate (Regulation and Development) Act, 2016 (RERA), and IBC sections dealing with "avoidance transactions," insufficiently addressing fund diversion concerns. RERA imposes stringent regulations on fund usage, mandating that 70% of proceeds from homebuyers be deposited in a separate account, limiting withdrawals certified by professionals for project-related necessities.

Experts highlight the need for efficient application of these provisions to prevent value leakage and fund siphoning, emphasizing their role in reinforcing the debtor's financial strength during resolution processes.

**CNBC TV 18**

**Dated: 22/12/2023**

**Project registrations under RERA surge by 63% in two years with 1.16 lakh entries**

The Real Estate Regulatory Authority (RERA) has witnessed an unprecedented surge in project registrations, reaching a significant milestone of 1.16 lakh entries by November 2023, marking a staggering 63% increase nationwide. Maharashtra boasts the highest number of projects, followed closely by Tamil Nadu, showcasing strong confidence in the real estate regulatory framework. Data from the Ministry of Housing and Urban Affairs highlights the resolution of over 1,16,300 cases by state authorities, with Uttar Pradesh leading in grievances addressed.

Anuj Puri, Chairman of ANAROCK Group, lauds RERA's success in addressing homebuyer concerns, emphasizing its pivotal role in handling over 1.16 lakh consumer complaints. While RERA's influence spans 34 states and union territories, its establishment is ongoing in some regions. Maharashtra remains at the forefront, with 36% of all registered projects under RERA, followed by Tamil Nadu, Telangana, and Gujarat contributing to the real estate registration landscape.

**ZEE NEWS**

**Dated: 12.01.2024**

**UP RERA Gives 15-Day Ultimatum To Promoters To File Progress Reports On Housing Projects**

Not updating quarterly progress reports of projects amounts to violation of the relevant provisions of the RERA Act, UP RERA Chairman Sanjay Bhoosreddy said.

Uttar Pradesh real estate regulator (UP RERA) has issued a 15-day ultimatum to promoters of group housing projects to update quarterly progress reports of their projects on its website. UP RERA Chairman said a number of promoters fail to file QPRs (quarterly progress reports) of their projects on time and "some of them have filed the subsequent QPRs without filing the pending QPRs".

The move is intended to ensure compliance by promoters and increase transparency in the sector, which will also enhance trust between promoters and homebuyers, the order said.

**Economic Times**

**Dated: 02/02/2024**

**Interim Budget: Housing to get further boost with support for middle income group, infra push**

The Interim Union Budget for 2024-25 includes a scheme to assist the middle-income group residing in rented houses, chawls, slums, or unauthorized colonies to buy or build their homes. This initiative aligns with the government's focus on supporting housing for the middle-income segment. Finance Minister Nirmala Sitharaman also announced the construction of an additional 2 crore houses over the next five years under the Prime Minister Awas Yojana - Gramin (PMAY Rural).

**Economic Times****Dated: 02/02/2024****The Minister of State for Housing and Urban Affairs Kaushal Kishore urged the construction and real estate sector**

The Minister of State for Housing and Urban Affairs Kaushal Kishore urged the construction and real estate sector not to underquote prices during tenders for housing and affordable housing projects.

The minister emphasized that the industry often engages in this malpractice to secure government contracts for both mega housing and affordable housing projects. However, this practice leads to problems such as incomplete projects and escalating costs towards the end.

**Housing.com****Dated: 27/02/2024****Construction costs for housing rise 0.7% in O3FY24**

Real estate developers in India are experiencing relatively mild cost pressures with construction costs rising 0.7% in the quarter ending December 2023 when compared to the same period a year earlier, data from the TruBoard Real Estate Construction Cost Index show. The index showed a slightly higher increase than the 0.3% uptick observed in the previous quarter.

“Cost movements during the quarter have been in line with our expectations. Notably, the most significant price hikes were observed in sectors such as metal casting, granite, white cement and asbestos. However, the index remained unchanged compared to the preceding quarter. Looking at the broader trend, the index reveals that construction costs saw an average increase of 5% in FY23 compared to FY22,” the report said.

**Financial Express****Dated: 28/02/2024****New Gurugram: A real estate hotspot in NCR**

In the bustling streets of Gurugram, amidst the honking of cars and the rush of daily life, lies a hidden gem capturing the hearts of investors and homebuyers alike – New Gurugram.

Step into New Gurugram, and you're greeted by a world of possibilities. Strategically nestled between Gurugram and Manesar, this dynamic hub boasts not only modern amenities but also connectivity that's second to none.

Despite the challenges of recent times, this vibrant suburb has continued to flourish with remarkable growth. And with projections hinting at even more promising returns in the years to come, investing in New Gurugram isn't just a smart choice – it's a leap of faith into a future brimming with possibilities.