

# RERA TIMES

REAL ESTATE (REGULATION AND  
DEVELOPMENT) ACT, 2016

**HAPPY HOLI 2025**

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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,

I begin this editorial with a warm and sincere wish for mental peace for each one of you. We navigate through an ever-evolving landscape of events, challenges, and triumphs that define our shared journey. In the course of our daily lives, it is important to pause, reflect, and appreciate the milestones we achieve collectively. From historic records to economic measures and from political developments to cultural festivals, the past few months have witnessed significant events that have far-reaching implications.

India's remarkable achievement at the Prayagraj Maha Kumbh Mela serves as one of the most profound events in our country's history, and it's worth delving into the scale and significance of this unprecedented occasion. The extraordinary success of the Kumbh Mela should be overlooked not just as a religious and cultural event, but also as an economic, social, and logistical triumph. India made history and created a world record with an estimated 66.30 crore devotees taking a sacred dip at the Prayagraj Maha Kumbh Mela over the course of 45 days. The scale and grandeur of this event were unparalleled, drawing people from every corner of the country and even abroad.

The fact that millions of people gathered together without triggering a pandemic or unrest is a testament to the discipline, devotion, and faith of the crores of devotees who attended the event. Despite the enormity of the gathering, the organization and management by the government ensured the safety, well-being, and spiritual fulfillment of the devotees. From a logistical and organizational perspective, the government and authorities must be commended for the smooth execution of this event, which included robust measures to ensure health, safety, and order.

The city of Prayagraj, along with other important pilgrimage centers such as Varanasi and Ayodhya, witnessed a surge in the number of pilgrims. The presence of millions of people in these cities resulted in a noticeable boost to local businesses and industries, which reaped the benefits of increased demand for accommodation, food, transportation, and various services. The impact of religious tourism on regional economies is undeniable, and it highlights the potential for such events to contribute significantly to national economic growth. The surge in pilgrims and the influx of resources have provided a much-needed economic boost to areas that rely on tourism, creating jobs and stimulating local economies.

In parallel to this historic event, the Reserve Bank of India (RBI) has taken significant steps to address economic challenges, particularly concerning the slowdown in growth. In a bid to combat sluggish economic growth, India's central bank made the decision to cut interest rates for the first time in nearly five years, reducing the repo rate from 6.5% to 6.25%. This cut, which aligns with the expectations of many economists, comes as India's GDP growth is projected to slow to a four-year low of 6.7%. The RBI's decision is not just a reaction to the current economic environment but a signal of the government's commitment to stimulating growth. By reducing the repo rate, the RBI hopes to lower borrowing costs for businesses and consumers, making it easier to access credit and encourage investment. Lower mortgage and credit card interest rates could also provide some relief to households, making it more affordable to invest in homes or other major expenditures.

In addition to the interest rate cut, the RBI has already implemented several measures aimed at supporting the economy, including an injection of \$18 billion into the domestic banking system to ease a cash shortage and a reduction in the cash reserve ratio. These efforts demonstrate the RBI's proactive stance in mitigating the impact of a slowing economy, even as global uncertainties, such as the US-China trade tensions and the instability caused by President Trump's tariff war, continue to complicate the situation.

Amidst these economic challenges, Union Finance Minister Ms. Nirmala Sitharaman has continued her efforts to reform and rejuvenate the Indian economy with her eighth consecutive Union Budget. The budget, which was unveiled on February 1, 2025, contains a range of significant announcements aimed at fostering economic growth, increasing self-reliance, and boosting India's position on the global stage. One of the most talked-about aspects of this year's budget is the introduction of income tax rebates, which have been welcomed by the middle class, who have long been vocal about their concerns regarding high tax burdens. Additionally, the finance minister emphasized that this budget would focus on reforms across six key sectors: taxation, urban development, mining, the financial sector, power, and regulatory reforms. By focusing on these areas, the government aims to create a more conducive environment for business and economic activity, ensuring that India remains an attractive destination for both domestic and foreign investors.

Furthermore, the government's push toward an 'Atmanirbhar Bharat' in the budget through schemes aimed at boosting the MSME sector, supporting women, farmers, and the education sector, and encouraging exports. These measures are designed to ensure that India's economy can thrive independently, without relying too heavily on foreign imports or external factors.

New Income Tax Bill 2025 has been introduced, which aims to replace the outdated Income Tax Act of 1961, is another crucial step in modernizing India's taxation system. With over 600 pages and 23 chapters, the new bill is expected to streamline the tax process and make it more transparent and efficient. This is a vital step toward creating a tax environment that is both fair and conducive to growth, ensuring that India remains competitive in a rapidly changing global economy.

On the global stage, the political and economic landscape is undergoing a significant transformation. The change of regime in the United States has had profound implications for global geopolitics, particularly with President Donald Trump's stance on the Ukraine War and the launch of the Golden Card for immigrants. This marks a shift towards protectionism, with the US imposing new tariffs aimed at safeguarding American industries, echoing the "Make America Great Again" (MAGA) campaign rhetoric. Against this backdrop, India continues to strengthen its position on the global stage. Prime Minister Narendra Modi's visit to the White House, making him the fourth world leader to meet President Trump during his second term, highlights the importance of India-US relations. As India navigates these global changes, it must balance its strategic interests with the evolving geopolitical realities, ensuring that its voice is heard and its interests are safeguarded.

As we reflect on these developments, we also look forward to the celebrations of Holi, a festival that transcends barriers of religion, culture, and geography. Holi, with its vibrant colors and joyous spirit, symbolizes the triumph of good over evil, the arrival of spring, and the celebration of love and harmony among people of all faiths and backgrounds.

We, the editorial team, extend our warmest wishes to all our readers for a colorful, joyous, and safe Holi. May the colors of this festival bring brightness into your life, filling it with laughter, positivity, and renewed hope for the future.

**With Regards**

**CA Sanjay Ghiya**

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**Date: 13.03.2025**





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## PART-I

### REPORTING OF CASE LAWS

#### **RAJASTHAN REAL ESTATE APPELLATE TRIBUNAL**

**APPELLANT: Trehan Apna Ghar Pvt. Ltd**

**RESPONDENT: Munish Ranjan Sahay**

**CORAM: Mr. Yudhisthir Sharma, Hon'ble Member (Judicial)**

**Mr. Rajendra Kumar Vijayvargia, (Technical)**

**ORDER DATE: 31.01.2025**

Appellant Representative: Mr. Kumar Sharma, Advocate

Respondent Representative: Mr. Puneet Chahar, Advocate

**Gist: Trehan Apna Ghar Pvt. Ltd. appealed against an order granting refund, interest, and compensation for delayed possession of a flat. The Rajasthan Real Estate Appellate Tribunal upheld the Adjudicating Officer's decision, rejecting the promoter's claims of excessive interest and procedural lapses. The Tribunal ruled that compensation was justified under RERA and dismissed the appeal. The complainant's request for additional compensation on loans and education expenses was also denied.**

The case involves an appeal filed by Trehan Apna Ghar Pvt. Ltd. before the Rajasthan Real Estate Appellate Tribunal against an order of the Adjudicating Officer under the Real Estate (Regulation and Development) Act, 2016. The complainant, Munish Ranjan Sahay, had booked a flat in the "Delight Residencies" project for Rs. 22,63,450 and paid Rs. 22,56,562. The possession was to be given by July 2018, but it was delayed, leading the complainant to seek a refund, interest, and compensation.

Initially, the Rajasthan RERA dismissed the complaint in January 2021, directing the promoter to offer possession along with compensation. The complainant filed an appeal before the Appellate Tribunal, which, in January 2022, ordered the refund of Rs. 22,56,562 with 10% interest per annum from September 2018. The promoter challenged this order in the Rajasthan High Court, where the matter remains pending.

The complainant subsequently filed another complaint under Section 18 of the RERA Act, seeking compensation. The Adjudicating Officer partly allowed the complaint in April 2023, granting additional interest of 2% on the refunded amount from September 2018 and 12% per annum on deposits before that period. Further, Rs. 50,000 was awarded for mental agony and Rs. 20,000 for litigation costs.

The promoter challenged this order, arguing that the Adjudicating Officer lacked jurisdiction to award interest and compensation and that the amount granted exceeded the permissible limits. The Tribunal rejected these arguments, affirming that compensation was within the adjudicating officer's powers. The promoter also contended that the COVID-19 moratorium period should have been considered, but the Tribunal ruled that the delay in possession had already occurred before the pandemic. The complainant also sought compensation for interest on loans and financial hardship, but this was denied as it was considered a remote consequence.

Ultimately, the Tribunal upheld the Adjudicating Officer's order and dismissed the appeal, maintaining the compensation and interest awarded to the complainant.

**APPELLANT: 1. Prem Lata Khandelwal**

**2. Nakul Khunteta**

**RESPONDENT: 1. M/s. Uday Raj Palace Pvt**

**CORAM: Mr. Yudhisthir Sharma, Hon'ble Member (Judicial)**

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

**ORDER DATE: 07.02.2025**

**Gist: Prem Lata Khandelwal and Nakul Khunteta appealed against M/s. Uday Raj Palace Pvt. Ltd. for delayed possession of flats. RAJ-RERA awarded delay interest on Rs. 17,41,500, but the appellants sought correction to Rs. 19,56,500. The Authority rejected their rectification plea, citing procedural limitations, and the Tribunal upheld this decision, ruling that interest applies only to the unit cost, excluding taxes. The appeal was dismissed, and the respondent was directed to comply with the original orders.**

The case appeals, Appeal No. 78/2024 and Appeal No. 79/2024, before the Rajasthan Real Estate Appellate Tribunal, Jaipur. The appellants, Prem Lata Khandelwal and Nakul Khunteta, filed complaints against M/s. Uday Raj Palace Pvt. Ltd., alleging delayed possession of their booked flats in the "UDAY RAJ" project. The Rajasthan Real Estate Regulatory Authority (RAJ-RERA) ruled in their favor on November 9, 2023, directing the promoter to offer valid possession with necessary documents and pay delay interest at 8.6% (SBI's highest MCLR + 2%) per annum from the expected possession date.

Dissatisfied with the interest calculation, the appellants filed a rectification application, arguing that interest should be awarded on Rs. 19,56,500 instead of Rs. 17,41,500, as the former was the actual amount paid. The Authority dismissed this application on January 12, 2024, stating that amendments should have been sought earlier and rectification under Section 39 of RERA was limited to errors in the order's wording.

The appellants then filed the present appeal, challenging the dismissal of their rectification application and requesting modification of the original order to account for the full paid amount. They also sought Rs. 4,00,000 in damages for mental agony and reimbursement of litigation costs. They argued that the respondent-developer had acknowledged receiving Rs. 19,56,500 but had incorrectly adjusted part of it towards government taxes, which should not affect the delay interest calculation.

The respondent-developer defended the Authority's order, claiming that Rs. 2,01,804 and Rs. 1,96,339 from the paid amount were remitted as GST, and therefore, delay interest was correctly awarded only on Rs. 17,41,500. The developer submitted GSTR-3B and other records as proof of tax payments, asserting that GST compliance prevented them from using the full amount towards the project.

After reviewing arguments and evidence, the Tribunal upheld the Authority's decision, affirming that delay interest was only applicable to the amount paid towards the unit's cost, excluding taxes. The appeal was dismissed, and the respondent was directed to comply with the orders dated November 9, 2023, and January 12, 2024. Pending applications were closed, and costs were neutralized.



**APPELLANT: Shree Unique Lifestyle Homes Pvt. Ltd.**

**RESPONDENT: 1. Pranav Doshi**

**2. Rajasthan RERA through the Registrar**

**CORAM: Mr. Yudhisthir Sharma, Hon'ble Member (Judicial)**

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

**ORDER DATE: 18.02.2025**

Appellant Representative: Mr. Rubal Tholia, Advocate

Respondent Representative: Dr. Himmat Singh Shekhawat, Advocate

**Gist: The Rajasthan Real Estate Appellate Tribunal set aside notices issued by the RAJ-RERA Assistant Registrar, ruling them as unauthorized and beyond jurisdiction. Citing past precedents, the tribunal emphasized that judicial functions must follow due legal process. The matter was remanded to the Regulatory Authority for reconsideration per the law. This judgment reinforces procedural fairness and legal consistency in real estate regulations.**

The present case involves three appeals, numbered 108/2023, 109/2023, and 110/2023, filed before the Rajasthan Real Estate Appellate Tribunal, Jaipur, by Shree Unique Lifestyle Homes Pvt. Ltd., a real estate developer, against notices issued by the Assistant Registrar of the Rajasthan Real Estate Regulatory Authority (RAJ-RERA). The appeals were filed under Section 44 of the Real Estate (Regulation and Development) Act, 2016, which provides for appeals against decisions or orders passed by the Real Estate Regulatory Authority or the adjudicating officer. The core contention of the appellant was that the notices issued by the Assistant Registrar were arbitrary, without jurisdiction, and not in accordance with the provisions of the Act. Since all three appeals involved a common issue, the tribunal decided to adjudicate them together through a consolidated order.

The tribunal, consisting of Hon'ble Member (Judicial) Mr. Yudhisthir Sharma and Hon'ble Member (Technical) Mr. Rajendra Kumar Vijayvargia, examined the matter and reviewed the legal basis for the notices. The appellant argued that the Assistant Registrar did not have the authority to issue such notices and that any proceedings initiated in this manner were contrary to the law. To support their argument, the appellants referred to a previous ruling in the case of *Skypeer Infrabuild LLP v. Sanjay Purohit & Ors.* (Appeal No. 125/2022), where the tribunal had held that proceedings initiated by the Assistant Registrar were not recognized under the Real Estate (Regulation and Development) Act, 2016. In that case, the tribunal had observed that issuing notices is a judicial function and must be exercised with proper authority and application of judicial mind. It further ruled that notices issued without following the prescribed legal procedure must be set aside. The appellant in the present case relied heavily on this precedent to argue that the notices in their case should also be quashed.

In addition to the *Skypeer Infrabuild* case, the tribunal also referred to another case, *Sandeep & Ors. v. Star Raison Landmarks*, in which the Regulatory Authority had itself recalled notices issued by the Deputy Registrar. The tribunal pointed out that in matters where notices are issued, there must be a proper examination of the facts and application of judicial discretion. It is not necessary that notices be issued in every case unless a prima facie case is established. The authority has the discretion to refuse to issue notices if there is no substantive basis for proceeding against the respondent. This principle was considered relevant in the present case, as there was no evidence that the Regulatory Authority had corrected the alleged illegality by issuing fresh notices in compliance with the tribunal's prior rulings.

After hearing arguments from both sides and reviewing the records, the tribunal concluded that the notices issued by the Assistant Registrar were unsustainable. It noted that the Assistant Registrar does not have the power to initiate such proceedings under the Act, and therefore, the notices could not be legally upheld. The tribunal emphasized that the procedural framework laid down in the Real Estate (Regulation and Development) Act, 2016, must be strictly followed, and any deviation from it renders the proceedings void. It also reiterated that judicial functions such as issuing notices require an application of judicial mind, and authorities must act within the scope of their legal powers. Since the Assistant Registrar had issued the notices without due legal authority, they were deemed to be without jurisdiction.

As a result, the tribunal allowed the appeals and set aside the notices issued by the Assistant Registrar. However, rather than dismissing the matter outright, it remanded the case back to the Regulatory Authority with the direction that the issues be reconsidered. The tribunal stated that if the Regulatory Authority finds it necessary, it may issue fresh notices, provided they are in compliance with the law. This decision ensured that the appeals were not dismissed purely on technical grounds, but that the matter would be examined afresh by the competent authority. The tribunal also clarified that any delay in the legal proceedings should not prejudice the rights and interests of the parties involved. The judgment was designed to ensure that procedural lapses did not lead to an unjust outcome while also reinforcing the importance of following the due process of law.

With the appeals being allowed, all interim applications, if any, were also disposed of. The tribunal ordered that a copy of its judgment be communicated to all relevant parties, including the counsel for both sides and RAJ-RERA, Jaipur. Additionally, it directed that the case files be consigned to the record, formally concluding the matter. The judgment reinforced the legal principle that administrative authorities must act within their defined jurisdiction and cannot assume powers that are not explicitly granted to them by law. By setting aside the improperly issued notices and remanding the matter back to the appropriate authority, the tribunal ensured that procedural fairness was upheld while allowing the Regulatory Authority to take fresh action in accordance with legal provisions if deemed necessary.

The decision in this case has broader implications for the functioning of RAJ-RERA and similar regulatory authorities across India. It establishes a clear precedent that notices and legal proceedings must strictly adhere to the statutory framework outlined in the Real Estate (Regulation and Development) Act, 2016. It also underscores the importance of ensuring that quasi-judicial functions, such as issuing show-cause notices, are carried out by duly authorized officials who have the legal competence to do so. The ruling provides clarity on the powers of different officers within the Regulatory Authority and ensures that homebuyers, developers, and other stakeholders in real estate disputes receive a fair and legally sound process.

Furthermore, the judgment highlights the importance of prior case law in determining the validity of administrative actions. By referencing earlier decisions such as *Skypeer Infrabuild LLP v. Sanjay Purohit & Ors.* and *Sandeep & Ors. v. Star Raison Landmarks*, the tribunal reinforced the doctrine of legal consistency. This ensures that similar cases are decided in a uniform manner, preventing arbitrary decision-making and maintaining the integrity of the legal process. Additionally, the judgment emphasizes that authorities must act in good faith and within their prescribed jurisdiction to prevent unnecessary litigation and delays.

In conclusion, the Rajasthan Real Estate Appellate Tribunal's ruling in this case serves as an important legal precedent in the real estate sector. By setting aside the notices issued by the Assistant Registrar and remanding the matter for reconsideration by the competent authority, the

tribunal upheld the principles of due process and legal propriety. The decision safeguards the interests of all stakeholders while reinforcing the requirement for regulatory authorities to function strictly within their statutory limits. This case will likely influence future rulings concerning the jurisdiction of regulatory officers and the procedural validity of notices issued under the Real Estate (Regulation and Development) Act, 2016.

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

**APPELLANT: Dhanasekaran.G**

**RESPONDENT: M/s.Puravankara Limited**

**CORAM: Hon'ble Mr.Justice M. Duraiswamy, Chairperson**

**Mr.R.Padmanabhan, Judicial Member**

**ORDER DATE: 06.01.2025**

Appellant Representative: Mr. Dhanasekaran.G Party-in-person

Respondent Representative: Mr.N.Dhanaraj

**Gist: The appellant challenged the TNRERA order rejecting claims for a refund of Rs. 3.5 lakhs, a Rs. 3 lakh club membership fee, and door frame replacement. The Tribunal directed the promoter to transfer the club membership fee to the apartment owners' association and pay Rs. 1 lakh for door frame rectification. The claim for Rs. 3.5 lakhs was rejected as it was included in parking charges, and GST credit transfer was also denied. The appeal was partly allowed, with no costs awarded.**

An appeal was filed under Section 44 of the Real Estate (Regulation and Development) Act, 2016, against the order passed by the learned Single Member, TNRERA, in C.C.P.No.371 of 2021, dated 12.06.2024. The appellant, an allottee of the real estate project "Purva Windermere," challenged the disallowed reliefs and sought various directions against the respondent/promoter.

The appellant booked Flat No. D12-305 and alleged that the promoter collected Rs.3.0 lakhs as a Club Membership Fee and Rs.3.5 lakhs as unclassified charges in excess of the basic cost. He also contended that the Club Membership Fee should have been transferred to the Purva Windermere Apartment Owners Association (PWAOA) but was neither transferred nor refunded. Additionally, the appellant sought replacement of a defective main door frame reported within the defect liability period and the transfer of due balance GST credit collected with Annual Maintenance Charges to PWAOA.

The respondent argued that the Rs.3.5 lakhs was included as covered car parking charges and could not be refunded. They stated that the Club Membership Fee would be transferred to PWAOA once it became operational. Regarding the defective door frame, the promoter claimed that minor repairs were done immediately after possession in 2019 and that the defect liability period of 12 months had lapsed.

The Tribunal reviewed the cost sheet and found that the appellant had signed the document and made payments without objection until 2021. Since the Rs.3.5 lakhs was included for covered parking, the appellant's claim for its refund was denied. However, as the respondent admitted that the Club Membership Fee was meant for the Association and PWAOA was operational, the Tribunal directed the promoter to transfer Rs.3.0 lakhs to PWAOA immediately.

Regarding the defective door frame, the Tribunal noted that under Section 14(3) of the RERA Act, defects reported within five years must be rectified by the promoter. Since the appellant raised the issue in 2019 and again in 2021, the promoter was obligated to address it. The Tribunal, therefore, directed the respondent to pay Rs.1.0 lakh to the appellant for rectifying the defect.

The claim regarding the GST credit transfer was rejected as the appellant did not provide specific details, and the amount was not payable to him directly.

Additionally, it was noted that the respondent had filed W.P.No.27117 of 2024 before the Hon'ble High Court, which modified the penalty imposed by TNRERA from Rs.1.0 lakh to Rs.50,000 and upheld the requirement for the project's registration.

In conclusion, the appeal was partly allowed. The Tribunal upheld the relief of interest for delayed possession granted by TNRERA and directed the respondent to pay Rs.1.0 lakh for the door frame replacement. The appeal was dismissed on other grounds, and the Miscellaneous Application in M.A.No.120 of 2024 was also dismissed. No costs were awarded.

**APPELLANT: 1. Lt. Col. R.Srinivasan**

**2. Lt. Col. Thambi Varghese PS**

**3. Hav. N.Raja**

**4. K.P. Radhalakshmi**

**5. Maj. Gen. J.J.Mathews**

**6. Lt. Col. Karthikeyan.R**

**7. Brig. G.Pandia Rani (Retd)**

**8. Brig. R.Ilangovan (Retd)**

**RESPONDENT: Army Welfare Housing Organization (AWHO)**

**CORAM: Hon'ble Mr.Justice M.Duraiswamy, Chairperson**

**Mr.R.Padmanabhan, Judicial Member**

**ORDER DATE: 06.01.2025**

Appellant Representative: Mr.K.R.Samratt

Respondent Representative: Mr.B.Deepak Narayanan

**Gist: The Tribunal set aside the interim order of TNRERA, which had stayed the appellants' complaints under Section 10 CPC. It held that the issues in the NCDRC case and the appellants' complaints were different, making res sub judice inapplicable. The respondent/promoter's contradictory stance on class action was also rejected. TNRERA was directed to proceed with the complaints on their merits.**

The present appeals have been filed against the common interim order dated 16.09.2024, passed by the learned Single Member, TNRERA, in I.A. Nos. 1 to 5 of 2024, 100, 102, and 104 of 2023 in R.C.P. Nos. 138 to 142 and 146 to 148 of 2023. The appellants, who are allottees, had filed separate complaints before TNRERA seeking a refund of amounts collected towards car parking, facility management charges, and proportionate construction costs for a lesser super built-up area against the respondent/promoter.

The respondent/promoter, after appearing in the proceedings, filed interim applications under Section 10 of the CPC, seeking a stay on further proceedings in the complaints until the disposal of Civil Appeal No. 5413 of 2023 pending before the Hon'ble Supreme Court. The appellants contended that they were not parties to Civil Appeal No. 5413 of 2023 or the Consumer Complaint No. 836 of 2017 before the NCDRC. They further argued that the issues involved in the NCDRC

case were entirely different from those raised in their complaints before TNRERA, and since the conditions of Section 10 CPC were not met, the stay order was unsustainable.

Conversely, the respondent/promoter asserted that C.C. No. 836 of 2017 had already been filed before NCDRC concerning the same real estate project by Brig. J.S. Dharmadheeran, who was allowed to file the complaint under Section 12(1)(c) of the Consumer Protection Act, 1986, representing all allottees. The NCDRC had disposed of the complaint on 06.04.2023, extending the benefit of its order to all allottees of the project. The respondent/promoter contended that the principle of res sub judice applied, as the appellants' complaints involved similar reliefs, making them ineligible to re-agitate their claims before another forum, including TNRERA. Further, the respondent/promoter had challenged the NCDRC order by filing Civil Appeal No. 5413 of 2023 before the Hon'ble Supreme Court, which was pending.

The learned Single Member, TNRERA, allowed the respondent/promoter's applications under Section 10 CPC, staying the proceedings. Aggrieved, the appellants filed the present appeals. The Tribunal heard both sides and noted that the reliefs sought in the complaints before TNRERA and those in C.C. No. 836 of 2017 before the NCDRC were different. While the appellants sought refunds related to car parking, facility management charges, and construction costs, the NCDRC case sought compensation for delay, escalation cost refund, and rental loss. Since Section 10 CPC applies only when the issues in both cases are directly and substantially the same, and the parties are litigating under the same title, the Tribunal held that the principle of res sub judice was inapplicable.

The Tribunal referred to AIR 2001 Madras 151 [Alwar Chettiar vs. Natarajan Pillai], which held that res judicata does not apply when different issues are to be decided. Additionally, under Section 12(1)(c) of the Consumer Protection Act, a complaint can be filed by one or more consumers representing others with the same interest. The appellants argued that their interests were different from the complainant in C.C. No. 836 of 2017, making it inapplicable as a class action binding on them. The Tribunal agreed, concluding that the previous proceedings before NCDRC did not cover the same issues or parties, thus failing the essential conditions for invoking Section 10 CPC.

Moreover, it was noted that the respondent/promoter had challenged the representative nature of C.C. No. 836 of 2017 before the Supreme Court in C.A. No. 5413 of 2023. Having taken that stand, the respondent/promoter could not simultaneously claim that the complaint was a valid class action binding on the appellants. The Tribunal found this contradictory and rejected the respondent/promoter's contention.

The respondent/promoter relied on multiple judgments, including (2019) 6 SCC 604 [Abdul Kuddus vs. Union of India], AIR 1994 SC 152 [Sulochana Amma vs. Narayanan Nair], and an order of the Haryana Real Estate Appellate Tribunal dated 28.07.2023. However, the Tribunal held that these cases were factually different and not applicable to the present appeals.

In conclusion, the Tribunal allowed the appeals and set aside the interim order of the learned Single Member, TNRERA. The Tribunal directed TNRERA to proceed with the complaints on their merits, ensuring due hearing for all parties.



**APPELLANT: M/s. Homefinders Housing Ltd.,**

**RESPONDENT: Santhi Pitchaiva Nattar**

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

**ORDER DATE: 21.02.2025**

Appellant Representative: Mr. K. Hari Shankar, Senior Counsel for Mr. P. Mano Rajan

Respondent Representative: Ms. M. Yogaa

**Gist: The appellant/promoter developed "Palm Coast The Vacation Villas," and the respondent/allottee booked two flats, paying 98% of the cost but not taking possession. Despite project completion in 2014, the respondent filed a complaint with TNRERA in 2022, alleging delay. The TNRERA ordered compensation, but the promoter appealed, citing project completion before RERA's applicability and jurisdictional limitations. The appeal was allowed, the TNRERA order was set aside, and the promoter was permitted to withdraw deposited amounts.**

The appellant/promoter developed the real estate project "Palm Coast The Vacation Villas" in Aatchikadu Village, Marakanam Taluk, Villupuram District. The respondent/allottee booked two flats (Nos. 13A and 16B) in Block EO2, each measuring 482 sq. ft., along with a 177 sq. ft. undivided share in the common area. As per the Construction Agreement dated 07.06.2012, the total cost of each apartment was Rs. 10,50,000, making it Rs. 21,00,000 for both. The respondent paid Rs. 20,64,124 out of the total amount, leaving a balance of Rs. 1,17,207, including GST and other charges.

The promoter claims that the apartments were completed in June 2014, and the respondent was informed on 20.06.2014. However, instead of paying the balance amount and taking possession, the respondent filed a complaint before TNRERA in 2022, after an eight-year delay. Meanwhile, the Real Estate (Regulation and Development) Act, 2016 came into force on 01.05.2017, with Tamil Nadu Real Estate (Regulation and Development) Rules, 2017 implemented on 22.06.2017. Rule 2(h)(iii) exempts projects completed before 01.05.2017 from registration. The promoter submitted a completion report to the Local Planning Authority and Town & Country Planning Department on 04.07.2017, within the prescribed 15-day period. Consequently, the project was listed as completed on the official website.

The respondent alleged that the promoter misrepresented the completion timeline of 18 months and failed to hand over possession within the agreed period, leading to mental distress. The TNRERA Adjudicating Officer ruled in favor of the respondent and ordered the promoter to pay Rs. 5,00,000 per apartment as compensation for mental agony and Rs. 50,000 per apartment as costs. Aggrieved, the promoter appealed against this order.

The appeal noted that under the Construction Agreement, the project was due for completion by December 2013. The respondent had paid 98% of the total cost but did not take possession or pay the remaining amount even after being informed in June 2014. The complaint was filed in 2022, showing serious delays on the respondent's part. Additionally, since the project was not registered with TNRERA, the adjudicating authority lacked jurisdiction over the matter.

The Madras High Court, in its judgment dated 20.09.2023 in C.M.S.A. Nos. 23 and 24 of 2020 (M/s. Devinarayan Housing and Property Developments Pvt. Ltd. vs. Manu Karan), held that RERA authorities have jurisdiction only over registered projects. Complaints regarding

unregistered projects must be taken to civil courts or consumer forums. The Supreme Court upheld this ruling in Special Leave to Appeal (C) Nos. 25976-25977 of 2024 on 04.11.2024.

Based on these findings, the appeals were allowed, and the TNRERA order was set aside. The promoter was permitted to withdraw the amounts deposited under Section 43(5) of the Act, and the related Miscellaneous Applications were closed.

### **MAHARASHTRA REAL ESTATE APPELLATE TRIBUNAL**

**APPELLANT: M/S. Tanish Associates & Ors**

**RESPONDENT: Mr. Vishwanath Yerwa & Ors**

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

**ORDER DATE: 04.02.2025**

Appellant Representative: Adv. Mr. Nilesh Borate

Respondent Representative: Adv. Ms. Leena Kaulgekar

**Gist: The Tribunal allowed Misc. Application No. 844/2024, permitting the non-applicants (decree holders) to withdraw Rs. 4,49,578/- along with accrued interest. This was based on consent terms filed in the Bombay High Court, where the applicants (judgment debtors) had given unequivocal consent for withdrawal. Since the consent terms were silent on the applicants' claim to accrued interest, the Tribunal ruled in favor of the non-applicants. The Registry was directed to process the payment as per routine procedure.**

The non-applicants (decree holders) filed Miscellaneous Application No. 844/2024, seeking withdrawal of the amount deposited by the applicants (judgment debtors) in the Tribunal. The dispute originated from Complaint No. CC005000000022352, filed before the Maharashtra Real Estate Regulatory Authority (MahaRERA), where the non-applicants sought possession of a flat and interest due to delayed possession. The Authority's order dated 20.12.2019 directed the applicants to pay simple interest at 10.4% per annum on Rs. 28,66,240/- from 01.07.2017 to 11.12.2019, along with complaint costs of Rs. 20,000/-. The applicants appealed this order in Appeal No. AT005000000053260 before the Tribunal, which was dismissed on 30.06.2022. They then challenged this decision in Second Appeal No. 512/2023 before the Hon'ble Bombay High Court.

During the proceedings before the High Court, the parties reached a settlement and filed consent terms. The applicants had earlier deposited Rs. 4,49,578/- in compliance with the proviso to sub-Section 5 of Section 43 of the Real Estate (Regulation and Development) Act, 2016, while preferring the appeal in the Tribunal. As per the consent terms, the applicants agreed to allow the non-applicants to withdraw the deposited amount. The High Court, in its order dated 23.10.2024, recorded the terms of the settlement and acknowledged that the amount deposited in the Tribunal would be withdrawn by the non-applicants. The applicants, in their reply to the miscellaneous application, supported the withdrawal of Rs. 4,49,578/- but requested that any interest accrued on the amount be paid to them instead.

Upon review, the Tribunal noted that para 5(ii) of the consent terms explicitly stated that the non-applicants were entitled to withdraw the deposited amount, and the applicants gave their unequivocal consent for such withdrawal. However, the consent terms were silent on the entitlement of the applicants to claim the accrued interest. The Tribunal emphasized that as per

the proviso to sub-Section 5 of Section 43 of the Real Estate (Regulation and Development) Act, 2016, the purpose of pre-deposit is to secure the amount payable to the allottee, ensuring adequate protection of their interests. The law mandates that if the allottee succeeds in the appeal, they are entitled to withdraw the deposited amount along with accrued interest.

Given the absence of any specific provision in the consent terms granting the applicants a right to the interest accrued, the Tribunal ruled that the non-applicants were entitled to withdraw both the principal amount and the accrued interest. Accordingly, the Tribunal allowed Misc. Application No. 844/2024, permitting the non-applicants to withdraw Rs. 4,49,578/- along with interest, if any. The Tribunal also directed its Registry to process the payment following routine procedures. With this order, M.A. No. 844/2024 was disposed of.

**APPELLANT: Pankaj Mishra & Others**

**RESPONDENT: MKY Infrastructure & Others**

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

**SHRI. SHRIKANT M. DESHPANDE, MEMBER (A)**

**ORDER DATE: 04.02.2025**

Appellant Representative: Adv. Mr. Vivek N. Maccha

Respondent Representative: Adv. Mr. Makarand V. Raut

**Gist: The applicants sought condonation of a 406-day delay in filing their appeal, citing unawareness of the order, medical issues, accidents, and financial hardships. The non-applicants opposed, arguing negligence and lack of diligence. The Tribunal, considering both arguments and relevant precedents, found no mala fide intent and ruled in favor of condonation. The appeal will now be heard on its merits.**

The applicants filed Miscellaneous Application No. 726 of 2023 seeking condonation of a 406-day delay in filing their appeal before the Tribunal. The appeal challenges the Maharashtra Real Estate Regulatory Authority's (Authority) order dated 26.08.2022 in Complaint No. CC006000000194582. The applicants contend that the non-applicants initially requested conciliation, which was unsuccessful. Due to the Covid-19 pandemic, the complaint hearing was delayed, and though listed on 12.04.2020, it was postponed to 31.05.2022 due to the absence of original respondents. The matter was closed for orders on 31.05.2022 with written arguments to be submitted by 20.06.2022, and the final order was passed on 26.08.2022. The applicants argue that no specific date for pronouncement of the order was communicated to them by email or other means, and they remained unaware of it until February 2023, when the non-applicants served a copy of their appeal.

The applicants state that they were unable to file the appeal in time due to various reasons, including their absence from station during the Covid-19 period, medical issues requiring hospitalization, and financial hardships. Some applicants met with accidents, some died, and others faced economic distress, which delayed their legal response. The order directed the association of allottees to approach the Authority after 31.12.2025 regarding project violations, causing confusion. As a result, the applicants sought legal advice, but some suffered accidents before they could finalize their appeal. They decided to file a collective appeal instead of multiple individual appeals to streamline proceedings. Before they could act, their power of attorney holder also suffered an accident and required significant rest, further delaying the process. The applicants assert that the delay was unintentional and due to genuine difficulties. They emphasize that they do not gain from filing the appeal late, whereas no harm or prejudice will be caused to the non-applicants if the delay is condoned. They rely on judgments such as *Rahim Shah & Anr. v. Govind Singh & Ors.* and *Mool Chandra v. Union of India & Anr.* to support their claim.

Conversely, the non-applicants argue that the applicants have failed to demonstrate sufficient cause for the delay and have approached the Tribunal with false and misleading claims. They contend that the power of attorney holder's accident on 07.12.2022 did not result in any major injuries, as he was discharged on 10.12.2022. Furthermore, he executed a power of attorney on 28.02.2023, proving his active involvement. The non-applicants highlight that their appeal against the impugned order was served on the applicants in February 2023, and the applicants actively objected to it for almost ten months. This contradicts their claim of being unaware of the order. The non-applicants argue that the applicants deliberately delayed filing the appeal and could have appointed another person to act on their behalf. They further assert that the miscellaneous application is silent on when expert legal advice was sought and why there was further delay even after obtaining such advice. They rely on judgments such as *Swadeshi Cotton Mills Co. Ltd. v. Government of U.P.*, *Pundlik Jalam Patil (D) by LRs. v. Executive Engineer, Jalgaon Medium Project & Anr.*, and *Basawaraj & Ors. v. Special Land Acquisition Officer*, among others, to establish that delay without a valid reason cannot be condoned.

The Tribunal considered the arguments and found that the impugned order was passed on 26.08.2022, with the limitation period for appeal expiring on 25.10.2022. The appeal was filed on 13.11.2023, causing a 406-day delay. The Tribunal noted that while the Authority reserved the order on 31.05.2022, it did not specify a pronouncement date. The applicants claimed they only became aware of the order in February 2023 upon receiving the non-applicants' appeal. The Tribunal also considered the applicants' various personal and logistical difficulties. The applicants presented medical documents showing hospitalization, accident-related treatments, and death certificates of some members, which substantiated their claims.

The Tribunal examined various precedents, including *Pundlik Jalam Patil (D) by LRs. v. Executive Engineer, Jalgaon Medium Project & Anr.*, which held that litigants must act diligently and that courts should not entertain stale claims. Similarly, *Ajit Singh Thakur Singh v. State of Gujarat* held that sufficient cause must arise within the limitation period, not after it expires. In *Basawaraj & Ors. v. Special Land Acquisition Officer*, the Supreme Court reiterated that negligence or lack of bona fides cannot justify condonation of delay. However, the Tribunal also considered *Collector, Land Acquisition, Anantnag v. Mst. Katiji*, which emphasized a justice-oriented approach, recognizing that courts should prefer substantial justice over technical considerations.

The Tribunal concluded that the principle of "sufficient cause" should be applied liberally when delay is not due to mala fides or negligence. It found no evidence of deliberate delay or ulterior motives on the applicants' part. Since the applicants did not receive formal communication of the order and genuinely struggled due to medical and logistical issues, the Tribunal ruled in their favor. Recognizing that denying condonation would bar them from appealing on technical grounds, the Tribunal decided to condone the delay, allowing the appeal to be heard on merits.

**APPELLANT: Madhukar Venkatesh Ullal**

**RESPONDENT: M/s. Marvellous Builders Pvt. Ltd. & 2 Ors.**

**CORAM: SHRI SHRIRAM R. JAGTAP, MEMBER (J) &**

**DR. K. SHIVAJI, MEMBER (A)**

**ORDER DATE: 07.02.2025**

Appellant Representative: Mr. Dhananjay Halwai (Advocate)

Respondent Representative: Mr. Feroze Patel

Mr. Ankul Seth

**Gist: The applicant sought condonation of a 620-day delay, claiming lack of notice in the appeal proceedings. However, evidence showed the applicant was duly served and had knowledge of the case. The tribunal ruled that even an "unclaimed" notice is deemed served and found the applicant's claims misleading. As no sufficient cause was shown, the delay condonation application and review application were rejected.**

The applicant sought condonation of a 620-day delay in filing Review Application No.08/2024, beyond the permissible 30-day limitation period. Advocate Feroze Patel, representing the review applicant, argued that the applicant (Respondent No.1 in the original complaint and appeal) had not received notice of the appeal proceedings before the Maharashtra Real Estate Regulatory Authority (MahaRERA) and was unaware of the developments until communication from the legal representative on April 3, 2024.

Advocate Dhananjay Halwai, representing the complainant, contested this claim, asserting that Respondent No.1 had been duly served and provided with notice, as evidenced by documents on record, particularly at pages 49 and 115, showing proper service of notice. The tribunal examined the records, specifically the acknowledgment from the postal department at page 49, confirming receipt of the notice by Respondent No.1.

Advocate Patel argued that the delay was due to the applicant being kept unaware of the proceedings. He further contended that the postal acknowledgment was marked as "unclaimed," implying non-receipt of notice. In response, Advocate Halwai maintained that the applicant was duly served in both the complaint and appeal proceedings, and supporting documents were submitted with the reply to the delay condonation application. Even in the rejoinder filed by the review applicant, the claim of non-service was not effectively countered.

Upon review, the tribunal found that the applicant's pleadings were contradictory to the record. The impugned MahaRERA order dated November 12, 2020, clearly indicated that Respondent No.1 was represented by Advocate Rushabh Savla, who had contested the complaint by filing a reply. The tribunal concluded that the review applicant had full knowledge of the proceedings but attempted to claim otherwise by filing the delay condonation application on erroneous grounds.

Further, the acknowledgment documents at pages 49-50 confirmed that the notice was delivered to Respondent No.1's address. Even assuming the notice for the appeal remained "unclaimed," the tribunal cited a Supreme Court ruling in *Priyanka Kumari vs. Shailendra Kumar* (2023), establishing that "unclaimed" notices are deemed duly served.

Considering these findings, the tribunal determined that the review applicant knowingly misrepresented facts to justify the delay. The lack of veracity and credibility in the review application led to the conclusion that no sufficient cause was shown for condoning the delay.

Accordingly, the tribunal issued the following order:

- a) Miscellaneous Application No.340/2024 was rejected.
- b) The delay in filing the review application was not condoned.
- c) As a result, Review Application No.08/2024 was dismissed.
- d) No costs were awarded.



**RAJASTHAN REAL ESTATE REGULATORY AUTHORITY****COMPLAINANT: Mr. Ram Kumar Sihag****RESPONDENT: 1. Radha Krishna****2. Smt. Gayatri Sethi****3. Shri Chirag Sethi****4. Smt. Sakshi Sethi****5. Shri Subash Gupta****6. Shri Suresh Kumar Sethi****CORAM: Hon'ble Shri R.S. Kulhari, Adjudicating officer****ORDER DATE: 02.01.2025****Complainant Representative: Mr. Samkit Jain, Advocate .****Respondent Representative: None present (Advocate)**

**Gist: The complainant booked a flat for Rs. 16,42,500/- and paid Rs. 14,45,215/-, but possession was not given. The RERA Authority ordered a refund with 9.95% interest, and additional compensation of Rs. 1,00,000/- plus litigation costs, with penalties for non-compliance.**

The complainant filed a complaint under Section 31 of the Real Estate (Regulation and Development) Act, 2016 (RERA Act), read with Rule 36 of the RERA Rules, 2017, seeking compensation for financial losses, loss of opportunity, and mental agony. The complainant had booked a flat (B-511) in the respondent's project, "Coral Studio 2," in August 2014 for a total sale consideration of Rs. 16,42,500/-. The agreement for sale was executed on 09.10.2015, with possession promised by 08.10.2018. The complainant paid Rs. 14,45,215/- (87% of the sale consideration) but did not receive possession. Consequently, a complaint was filed before the Hon'ble RERA Authority, followed by the present complaint.

The complainant alleged that despite depositing a significant amount, the promoter failed to deliver possession, causing financial strain and mental agony. Compensation was sought for loss of interest, EMI payments, and other incidental charges, including litigation costs. In response, respondents 1 and 7, who are the same entity, acknowledged the booking and receipt of payments but justified the delay, citing force majeure conditions such as raw material shortages, demonetization, new government policies, delayed payments by other allottees, and the COVID-19 pandemic. However, these reasons were not found convincing.

Respondents 2 to 6, represented by Advocate Rohit Tantia on 18.01.2024, did not file power, and later failed to appear, leading to ex-parte proceedings on 22.02.2024. Respondents 1 and 7 were represented until 18.07.2024 but later remained absent despite being served notice for 26.09.2024. The complainant's counsel argued that the project's delay forced the complainant to withdraw, leading to financial losses and deprivation of homeownership. The Hon'ble RERA Authority had earlier ordered a refund with 9.95% p.a. simple interest, but the complainant contended that loan interest was 9.2% p.a. compoundable monthly, equating to approximately 12% p.a. simple interest. Since the refund was not yet made, the complainant sought adequate compensation.

Upon review, it was found that the complainant had deposited Rs. 14,45,215/- with no offer of possession by the agreed date of 08.10.2018. The promoter's justifications were rejected, as it was their responsibility to manage raw material supply and project financing without penalizing allottees. As per law, once the agreed possession date lapses, allottees become entitled to refunds

with interest and compensation. Since possession was not delivered, the promoter violated Sections 18 and 19 of the RERA Act, making the complainant eligible for compensation.

The Hon'ble RERA Authority awarded interest at 9.95% p.a. simple, whereas the complainant paid higher loan interest. The shortfall of 2% p.a. simple was considered a financial loss, warranting additional compensation. Further, mental agony was recognized, as the complainant, who had anticipated homeownership, was instead forced into legal battles to recover funds. Since the promoter created these circumstances, compensation for mental agony and litigation costs was deemed necessary.

The complaint was allowed with the following directions: (i) The respondents must pay an additional 2% p.a. simple interest as compensation on deposited amounts from each deposit date until refund. (ii) A compensation of Rs. 1,00,000/- was awarded for deficiency in service, loss of opportunity, and mental agony. (iii) Rs. 20,000/- was granted towards litigation costs. (iv) Non-compliance within 45 days would result in an additional 2% p.a. interest on the total recoverable amount from the order date until payment. (v) The order was to be uploaded on the RERA website and sent to both parties, with the case file consigned to records.

**COMPLAINANT: Sunita Singh**

**RESPONDENT: Govindkripa Buildheights LLP**

**CORAM: Hon'ble Shri R.S. Kulhari, Adjudicating officer**

**ORDER DATE: 15.01.2025**

Complainant Representative: Mr. Dharmendra Singh, (Advocate)

Respondent Representative: Mr. Anurag Jain, (Advocate)

**Gist: Rajasthan RERA awarded compensation for delayed possession, missing amenities, and financial losses, holding the promoter accountable. The ruling reinforces homebuyers' rights, mandating compliance within 45 days to avoid penalties.**

The Rajasthan Real Estate Regulatory Authority (RERA) adjudicated a case concerning delays in possession, failure to provide promised amenities, and financial losses suffered by the complainants. The primary issue revolved around the interest and compensation payable under Section 18(1) of the RERA Act. The complainants alleged that the respondent failed to deliver possession on time and did not provide essential facilities such as a swimming pool, sewage treatment plant (STP), and capsule lift, which were explicitly promised in the project brochure. Additionally, they claimed financial losses due to the non-execution of the sale deed, which resulted in their bank charging a higher interest rate.

The RERA Authority clarified that interest for delay in possession is payable at the prescribed rate from the agreed possession date until the offer of possession is made. While the proviso to Section 18(1) does not explicitly mention compensation, it does not exclude the possibility of additional relief for the complainants. The Adjudicating Officer has the discretion under Section 72 of the RERA Act to grant compensation for financial loss, mental agony, and other hardships caused by the promoter's failure to fulfill contractual obligations. Interest is considered compensation for the time value of money, but compensation itself encompasses all financial and non-financial losses suffered by the allottees.

The respondent contended that since possession had been handed over, no further compensation was payable. However, the Authority ruled that mere possession does not absolve the promoter

from responsibility. The inspection report, prepared in compliance with the RERA Authority's order dated August 14, 2024, confirmed that several essential facilities were non-functional. The swimming pool was not in proper working condition, the STP was not operational, and the capsule lift had remained inoperative since installation. The respondent had not denied the commitment to provide these amenities, nor had they contested their absence. Since the occupancy certificate was also not obtained, the complainants were justified in claiming compensation for the inconvenience and loss suffered due to these deficiencies.

Apart from the lack of promised amenities, the complainants suffered financial loss due to the non-submission of their title deeds. The State Bank of India, as evidenced by its letter dated May 13, 2024, imposed a penal interest of 2% above the applicable rate because the complainants could not furnish the title deeds. The complainants argued that this was a direct consequence of the respondent's failure to execute the sale deed due to the lack of occupancy certification. The respondent failed to provide any documentary evidence suggesting that they had invited the complainants to execute the sale deed and that the complainants had refused. The Authority ruled that without obtaining the necessary certificates and providing promised amenities, the sale deed could not have been executed. As a result, the additional 2% interest charged by the bank was considered a financial burden caused by the respondent's deficiency, making it compensable.

Regarding the claim for rent reimbursement, the Authority found that the complainants were residing in the flat, as evidenced by electricity bill payments. Since they had taken possession, they could not claim rent reimbursement, as this would amount to undue enrichment at the cost of the respondent. However, other claims, including mental and physical agony due to non-availability of basic facilities, were deemed valid. The complainants had endured significant hardship due to the lack of essential amenities and the respondent's inaction in obtaining the occupancy certificate.

Based on these findings, the RERA Authority awarded compensation as follows: ₹2,000 per month from March 25, 2021, until all promised facilities are provided and the occupancy certificate is obtained, reimbursement of the 2% penal interest paid to the bank due to the non-execution of the sale deed, ₹50,000 for mental and physical agony, and ₹20,000 towards litigation costs.

The order mandates that compliance be completed within 45 days. If the respondent fails to comply within this period, the unpaid amount will attract an interest rate of 6% per annum from the date of the order until the payment is made. Additionally, the order will be uploaded on the RERA website and sent to all parties via registered post.

This case reaffirms that developers cannot escape liability merely by handing over possession. They must ensure that all promised facilities are provided and that legal requirements, such as obtaining an occupancy certificate, are fulfilled. The judgment sets a strong precedent for homebuyers, emphasizing that they are entitled to both interest for delay and compensation for financial and emotional distress when the promoter fails to meet its obligations.

**COMPLAINANT: 1. Devesh Mali**

**2. Divya Mali**

**RESPONDENT: 1. Bhumika Enterprises Pvt. Ltd**

**2. Rupendra**

**3. Uddhav Poddar**

**4. Mohan Singh Chundawat**

**CORAM: Hon'ble Shri R.S. Kulhari, Adjudicating officer**

**ORDER DATE: 21.01.2025**

Complainant Representative: Mr. Saurav Harsh (Advocate)

Respondent Representative: Mr. Varun Bansal (Advocate)

**Gist: The Tribunal awarded Rs. 1,50,000/- as compensation for a 12-month possession delay and Rs. 50,000/- for mental agony and litigation costs, payable within 45 days. Claims for additional rent and EMI reimbursement were rejected due to prior acceptance and agreement terms.**

The present complaint was filed under Section 31 of the Real Estate (Regulation and Development) Act, 2016, read with Rule 36 of the RERA Rules, 2017, seeking compensation for delayed possession, non-payment of Pre-EMI interest, rent discrepancy, and litigation costs. The complainants had booked a commercial unit, UGF/129, in the respondent's project "Urban Square" for Rs. 28,95,160/-. The agreement for sale, executed on 24.01.2019, stipulated possession by March 2021. However, the project was not completed within the agreed time, leading to a delay of approximately 20 months. The complainants sought compensation for this delay, reimbursement of Pre-EMI payments, and rent as per the built-up area.

The respondents did not dispute the booking, payment, or execution of the sale agreement but contended that the matter was a commercial dispute beyond the Tribunal's jurisdiction. They argued that the sale deed was executed on 19.12.2022, and the complainants took possession, only to file the complaint after two years for undue enrichment. The respondents further claimed that the delay was due to Covid-19, and the RERA Authority had extended the completion deadline to 30.09.2022. They obtained a completion certificate on 25.06.2022 and issued an offer of possession on 31.07.2021, but the complainants had outstanding dues, for which reminders were sent on 03.09.2021 and 14.05.2022. Additionally, Rs. 1,62,646/- was adjusted for Pre-EMI interest at the time of executing the sale deed.

The complainants contended that possession was delayed by over two years, and they continued paying Pre-EMI without reimbursement. They also argued that the rent should have been paid based on the built-up area rather than the carpet area. The respondents countered that the complainants failed to make payments as per schedule and that the delay was justified due to Covid-19.

After considering the arguments, the Tribunal rejected the respondents' objections, affirming that the complaint was maintainable under the RERA Act. The Tribunal held that execution of the sale deed did not waive the complainants' right to compensation for delay. The offer of possession given on 31.07.2021 was deemed invalid since the completion certificate was obtained only on 25.06.2022. Thus, the Tribunal determined an unexplained delay of 12 months and awarded Rs. 1,50,000/- as compensation.

Regarding the rent dispute, the Tribunal found that Clause 35 of the agreement allowed the promoter to finalize lease terms, and since the complainants had not objected earlier, their claim was not entertained. The Tribunal also ruled that the complainants had accepted the adjustment of subvention interest for the period from 31.07.2021 to 31.08.2022, barring any further EMI claims.

Additionally, considering the mental and physical agony and litigation costs, the Tribunal awarded Rs. 50,000/- to the complainants. The promoter was directed to pay the total amount

within 45 days, failing which an interest of 6% per annum would apply until payment. The order was to be uploaded on the RERA website and sent to both parties.

**COMPLAINANT: The Love Homes LLP**

**RESPONDENT: Jaswantee**

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

**ORDER DATE: 27.01.2025**

Complainant Representative: Adv Priyanshi Katta and Adv Pranjul Chopra

Respondent Representative: None present

**Gist: The complaint under Section 31 of RERA, 2016, sought cancellation of the registered agreement for sale as the respondent failed to pay the balance amount for the allotted unit. Despite multiple reminders and notices, the respondent neither made payments nor appeared before the Authority. Finding merit in the complaint, the Authority accepted it and directed the Registrar to notify the Sub-Registrar for cancellation of the agreement. The order ensures compliance with RERA provisions and enforces financial obligations in real estate transactions.**

The complaint was filed under Section 31 of the Real Estate (Regulation and Development) Act, 2016, seeking cancellation of the registered agreement for sale. The complainant, a real estate promoter, had allotted unit No. L-04 in Tower-L of the project 'LOVE HOME MARWAR PHASE II' (Registration No. RAJ/P/2019/917) to the respondent through an allotment letter dated 08.09.2022 for a total consideration of Rs. 25,30,206/-. The respondent made an initial payment of Rs. 2,55,000/- but failed to pay the remaining amount despite multiple demands. An agreement for sale was executed on 27.12.2022, and as per Clause 7.1, the promoter was to hand over possession within two months from the date of offering possession, provided all dues were cleared.

The complainant obtained the completion certificate and issued several demand-cum-reminder letters to the respondent, but the respondent did not make the required payments. Due to non-payment, the complainant canceled the allotment. Despite being served multiple notices, the respondent neither appeared before the Authority nor furnished any reply to the complaint. As the respondent failed to comply with the financial obligations despite sufficient opportunities, the complainant approached the Authority for legal cancellation of the agreement for sale.

Considering the facts and circumstances, the Authority found merit in the complaint and accepted it. It was concluded that the respondent's continuous default in payments justified the cancellation of the agreement. Accordingly, the Authority granted the complainant's request and directed the Registrar of the Authority to issue a notice to the concerned Sub-Registrar for the cancellation of the registered agreement for sale executed on 27.12.2022.

The Authority further instructed that necessary steps be taken to ensure compliance with the order in accordance with the provisions of the Real Estate (Regulation and Development) Act, 2016. The decision was to be communicated to both parties and the concerned Sub-Registrar for further action. This order reinforces the importance of adhering to financial commitments in real estate transactions and upholding contractual obligations under the law.



**COMPLAINANT: 1. Prateek Choudhary**  
**2. Tara Chand Tanwar**  
**3. Pushpa Tanwar**  
**4. Umesh Aggarwal**

**RESPONDENT: AVS Contractors Private Limited**  
**CORAM: Hon'ble Member: Sudhir Kumar Sharma**  
**ORDER DATE: 28.01.2025**

Complainant Representative: Adv Abhinav Bhandari

Respondent Representative: None on behalf of the respondent

**Gist: The Authority dismissed certain complaints as non-maintainable and denied refunds for others, directing the respondent to execute sale deeds without charging interest under specified conditions. Four complainants later filed a rectification application under Section 39 of the RERA Act, alleging omissions in the order. However, the Authority found no apparent mistake warranting rectification, stating that the application was effectively a review request. Consequently, the rectification applications were dismissed and disposed of.**

The Authority had previously adjudicated five complaints through an order dated 17.04.2023. It dismissed complaints numbered 8 and 10 as non-maintainable, while the remaining complaints were rejected on the basis that the project had been completed nearly three years ago, making a refund request untenable. However, the Authority directed the respondent to execute the sale deed and hand over possession to the remaining complainants without charging interest from 24.06.2020, provided they pay the outstanding amount after deducting prior payments. This was subject to verification of payments claimed by the complainants. If the complainants failed to take possession within 30 days, the respondent would be entitled to charge interest from the date of the completion certificate. Additionally, Shri Pawan Kukreja, one of the complainants, was given the liberty to seek compensation before the Adjudicating Officer if the respondent failed to compensate him for project delays based on his agreement dated 15.12.2015.

Subsequently, four complainants filed a rectification application on 10.08.2023 under Section 39 of the RERA Act, 2016. They contended that their arguments and cited judgments were not reflected in the order, making it misleading and improperly drafted. They also claimed that their counsel's presence was incorrectly recorded in only two cases instead of four. Furthermore, they argued that key issues such as the No Objection Certificate (NOC), the completion certificate, the list of members, and their legal interpretations were omitted, rendering the judgment flawed.

During the hearing, the complainants' counsel requested that the rectification application be considered and the order be modified to incorporate their arguments and judgments. However, after reviewing the case records and hearing the arguments, the Authority observed that Section 39 of the RERA Act, 2016, permits rectification only when there is an apparent mistake on the record and does not allow substantive modifications to the order. The Authority emphasized that the recording of the counsel's presence during the hearing was accurate and could not be questioned at this stage.

Moreover, the complainants failed to demonstrate any material errors warranting rectification. Instead, the Authority found that their application sought a review of the order rather than a correction of an apparent mistake. Since rectification under Section 39 does not extend to reviewing judicial determinations, the Authority disallowed the application. Accordingly, the rectification applications were dismissed, and the matter was disposed of.

**COMPLAINANT: Narayani Devi,**

**RESPONDENT: 1. Shreeram Balaji Developers & Infrastructures Pvt. Ltd.**

**2. Raj Kumar Mathur**

**CORAM: Hon'ble Member: Sudhir Kumar Sharma**

**ORDER DATE: 28.01.2025**

Complainant Representative: Adv Siddhant Singh

Respondent Representative: CA Surbhit Mathur

**Gist: The complainant sought a refund for delayed possession of a unit in the "Sai Aangan" project. The respondent cited unavoidable delays but claimed project completion with a valid Completion Certificate. RERA ruled that possession must be taken with pending dues cleared, but granted delay interest at 11.10% per annum. The complaint was disposed of with compliance to be completed within 45 days.**

The complainant filed a complaint on August 1, 2023, under Section 31 of the Real Estate (Regulation and Development) Act, 2016, concerning the group housing project "Sai Aangan" in Kuchaman City, Nagaur, Rajasthan, registered with RERA under No. RAJ/P/2017/555. The complainant was allotted Unit No. 407 under the PM Awas Yojana 2015, with a total cost of ₹8,80,000. An agreement for sale was executed on January 10, 2018, and the complainant paid ₹88,000, while the remaining ₹7,92,000 was sanctioned through a loan. However, possession was not given, leading the complainant to seek a refund along with interest.

The respondent, in its written submission, cited unforeseen delays due to COVID-19, non-payment by allottees, material shortages, and restrictions imposed by the National Green Tribunal (NGT) and government authorities. The respondent claimed that the project was completed within the extended time granted by RERA and obtained a Completion Certificate from the Municipal Council of Kuchaman City on May 20, 2022. An offer of possession was made, but the complainant had pending dues of ₹88,000. The respondent requested the complaint be dismissed and directed the complainant to take possession.

During the hearing, the complainant's counsel argued that the Completion Certificate was fraudulently obtained and that essential facilities like lifts and sewerage were missing. It was also contended that possession letters were issued only after the complaint was filed. A previous RERA order in Kalawati & Others vs. Shreeram Balaji Developers and Infrastructure Pvt. Ltd. dated August 28, 2024, was cited, in which an appeal was preferred before the Real Estate Appellate Tribunal (REAT). The respondent's counsel countered that the Completion Certificate was duly approved, and the possession letter was issued on August 16, 2022. The extension for project completion was granted until May 23, 2022, and over 80 registries had been executed, with more than 60 allottees residing in the project.

The Authority reviewed the project records and found that "Sai Aangan" was registered under No. RAJ/P/2017/555, valid until November 23, 2021, and marked as "COMPLETED." Judicial notice was taken of this status. In its August 28, 2024, order regarding 24 similar complaints, RERA accepted the Completion Certificate and noted that possession was subsequently offered. As the project was completed, refunds were not deemed appropriate.

Based on these findings, the complainant was directed to take possession and clear any pending dues. However, due to the delay in possession, the Authority granted delay interest from November 23, 2021, until the offer of possession at 11.10% per annum, excluding any

moratorium period. Compliance must be completed within 45 days of uploading the order on the RERA web portal. The complaint was disposed of accordingly.

**COMPLAINANT: Ravi Surya Affordable Homes Pvt. Ltd**

**RESPONDENT: Vijay Lakshmi Saini**

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

**ORDER DATE: 29.01.2025**

Complainant Representative: Adv Hardik Mishra

Respondent Representative: Adv Pawan Kumar Sharma

**Gist: The respondent booked a flat in 'Surya Residency' and paid a substantial amount, but the complainant failed to complete construction, leading to the bank refusing further loan disbursement. The complainant arbitrarily canceled the allotment without proper notice, violating the agreement. The authority ruled in favor of the respondent, directing the complainant to hand over possession and pay delay interest at 11.10%. The remaining sale consideration will be adjusted against the delay interest, with compliance required within 45 days.**

The complainant filed a complaint under Section 31 of the Real Estate (Regulation and Development) Act, 2016, against the respondent regarding a dispute over a 2BHK flat in the project 'Surya Residency' (Registration No. RAJ/P/2017/501). The respondent booked Flat No. 706, Block-E, on the 7th floor and paid a booking amount of Rs. 1,29,000/-. An Agreement to Sale was executed on 18.09.2018, with the total sale consideration fixed at Rs. 12,92,000/-. The respondent agreed to make payments as per the payment plan mentioned in Schedule-H of the agreement.

The respondent paid Rs. 4,52,000/- but failed to pay the remaining Rs. 8,72,086/-. Due to non-payment, the complainant sent multiple demand letters and legal notices, but the respondent did not respond. Consequently, the complainant cancelled the allotment through a cancellation letter dated 10.08.2023. The complainant, in the present complaint, sought the cancellation of the registered sale deed and forfeiture of the booking amount, along with interest for non-payment of dues.

The respondent argued that he had obtained a housing loan of Rs. 11,62,000/- from the State Bank of India, which was sanctioned with the condition that disbursement would be made according to construction progress. However, the complainant failed to complete construction as per the agreed stages, leading to the bank refusing further disbursements and eventually canceling the loan. The respondent contended that the complainant did not raise further demand letters to the bank after receiving the first installment and that he never received any demand notices or the cancellation letter. Therefore, the respondent prayed for dismissal of the complaint and requested that possession of the flat be granted along with interest for the delay.

Upon reviewing the arguments and records, the authority found that the respondent had already paid a substantial amount toward the sale consideration. The bank's refusal to release further funds was due to the complainant's delay in construction, which was the complainant's responsibility. Consequently, the cancellation of the unit by the complainant was deemed arbitrary. Moreover, the cancellation letter dated 10.08.2023 was issued after the expected possession date of 30.11.2021. The complainant also violated Clause 9.1(ii) and 9.3 of the

Agreement for Sale by failing to provide the mandatory 15-day notice before cancellation. This demonstrated a lack of due process and arbitrary action by the complainant.

In light of these findings, the authority directed the complainant promoter to:

- (i) Handover possession of the flat to the respondent and pay delay interest at the prescribed rate of SBI highest MCLR + 2% (i.e., 9.10% + 2% = 11.10%) from the expected possession date (30.11.2021) until possession is offered after receiving the completion certificate, excluding any moratorium period.
- (ii) Adjust the pending sale consideration against the delay interest amount, with any shortfall to be met by the respondent or the complainant accordingly.
- (iii) Ensure compliance within 45 days from the date of uploading the order on the official webpage of the Authority.

### **HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA**

**COMPLAINANT: 1. Mr. Ajay Singh**

**2. Ms. Chetna Singh**

**RESPONDENT: M/s. Emaar India Ltd.**

**CORAM: RAJENDER KUMAR, ADJUDICATING OFFICER.**

**ORDER DATE: 13.01.2025**

Complainant Representative: Mr. Kuldeep Kumar Kohli, Advocate

Respondent Representative: Mr. Ishaan Dang, Advocate

**Gist: Ajay Singh and Chetna Singh filed a complaint under RERA against Emaar MGF for delayed possession of their unit in "Emerald Estate," Gurugram. The authority had earlier granted them delayed possession compensation (DPC), but they sought additional compensation for rental loss, mental agony, and litigation costs. The adjudicating officer ruled that rental loss compensation was unnecessary, but awarded Rs. 2 lakhs for mental agony and Rs. 50,000 for litigation expenses. The respondent was also directed to continue paying Rs. 2,000 per day until actual possession was handed over, with interest at 10.50% per annum.**

Mr. Ajay Singh and Mrs. Chetna Singh (complainants) filed a complaint under Sections 18(3) and 19 of the Real Estate (Regulation and Development) Act, 2016, against M/s. Emaar MGF Land Limited (respondent) regarding their unit in the "Emerald Estate" project at Sector 65, Gurugram. The complainants alleged that the respondent failed to fulfill its obligations under the Act, causing undue delay in possession, mental agony, and financial loss.

The complainants argued that the respondent misled them regarding possession timelines, violated Sections 11(4)(a) and 12 of the Act, and did not provide agreed-upon facilities and services. They further alleged that the respondent imposed unreasonable conditions, failed to execute the conveyance deed as per Section 17(1), and caused undue hardship. They sought compensation for rental loss amounting to Rs. 25,64,352/-, Rs. 5 lacs for mental agony, and Rs. 3 lacs for litigation costs.

The respondent contested the claims, arguing that the dispute fell outside the forum's jurisdiction and could only be adjudicated by civil courts. It contended that the complainants defaulted on

payments and that possession was offered on 26.11.2020. It credited Rs. 9,83,684/- as delayed possession compensation (DPC), Rs. 6,040/- as an early payment rebate, and Rs. 28,557/- as anti-profiteering adjustment. The respondent also appealed against an earlier order, and the Appellate Tribunal ruled on 28.04.2023 that possession was due on 26.02.2014. The Tribunal directed the respondent to pay interest on amounts paid by the complainants before and after 26.02.2014 and disburse Rs. 33,21,682/- to the complainants. In execution proceedings, Rs. 20,57,694/- was released to the complainants, and possession was taken on 13.06.2023. The respondent argued that additional compensation was unjustified.

The Authority examined the buyer's agreement, which required possession within 36 months plus a six-month grace period. It ruled against the grace period and upheld the complainants' claim for delayed possession. The Tribunal had already awarded DPC at 9.30% per annum from 26.08.2013 to 26.01.2021 and Rs. 2000/- per day until actual possession. The respondent's demand for additional payments before handing over possession was found illegal.

The Authority rejected the complainants' claim for additional rental loss compensation, reasoning that the Rs. 2000/- per day penalty was sufficient. However, it awarded Rs. 2 lacs for mental agony and Rs. 50,000/- for litigation costs instead of Rs. 3 lacs. The respondent was directed to continue paying Rs. 2000/- per day until possession was handed over and to pay Rs. 2,50,000/- with 10.50% annual interest. The case was concluded on 13.01.2025.

**COMPLAINANT: Mahavir Singh s/o Sh. Laxmi Narayan**

**RESPONDENT: M/s Vatika Limited**

**CORAM: Shri Ashok Sangwan**

**ORDER DATE: 29.01.2025**

Complainant Representative: Sh. Lokesh Yadav, Sh. Amer Yadav and Sh. Ashwani Singh (Advocates)

Respondent Representative: Sh. C.K. Sharma and Sh. Dhruv Dutt Sharma (Advocates)

**Gist: The complainant booked a plot in the "Vatika India Next" project in 2010 but faced possession delays and later received an unjustified cancellation notice. The Real Estate Regulatory Authority (RERA) Gurugram ruled in favor of the complainant, setting aside the cancellation and ordering reinstatement of the allotment or an alternative plot. The respondent was directed to pay 11.10% annual interest for the delay and comply with all obligations under the RERA Act.**

The complaint involves a dispute between the complainant (allottee) and the respondent (promoter) regarding the allotment of a plot in the "Vatika India Next" project in Gurugram, Haryana. The complainant booked Plot No. 18, 7th Street, Sector-85B, Vatika India Next, on 10.09.2010 and paid a substantial amount toward the total sale consideration. However, the complainant faced delays in the possession of the plot and later received a cancellation notice from the respondent, which led to the filing of this complaint before the Real Estate Regulatory Authority (RERA), Gurugram.

The complainant sought multiple reliefs, including the revocation of the cancellation notice dated 26.07.2021, reinstatement of the allotted plot, possession of the plot along with interest from the date of booking, and acceptance of the balance payment. The complainant argued that despite making timely payments, the respondent failed to deliver possession within the agreed timeframe.



Furthermore, the complainant contended that the cancellation of the allotment was unjustified and issued without proper prior communication, leading to financial loss and mental distress.

The respondent, in its defense, raised several arguments. Firstly, the respondent contended that no formal agreement for sale, as per the Haryana RERA Rules, 2017, was executed between the parties, which, according to them, limited the scope of the authority to adjudicate the matter. Secondly, the respondent justified the cancellation of the plot by citing unforeseen circumstances such as the introduction of a GAIL pipeline and delays in the acquisition of sector roads by HUDA. They claimed that these factors hindered the development of the project, making it impossible to deliver possession as planned. The respondent further asserted that they had offered to refund the complainant's amount with 8% interest, but the complainant refused to accept it. They argued that the cancellation was in accordance with the terms of the agreement, even though they also acknowledged that the agreement had not been formally executed.

Regarding jurisdiction, the authority held that it had both territorial and subject matter jurisdiction to hear the case. As per the notification from the Haryana Town and Country Planning Department, RERA Gurugram had jurisdiction over all projects within the district. Additionally, Section 11(4)(a) of the Act, 2016, placed a responsibility on the promoter to comply with obligations toward the allottee, even in the absence of a signed agreement for sale. Therefore, the authority decided to proceed with the adjudication of the complaint.

In analyzing the case, the authority noted several key findings. One of the primary issues was the absence of a builder-buyer agreement. While the complainant claimed to have submitted the agreement in November 2014, the respondent denied this, leading to uncertainty about the contractual terms between the parties. Despite the absence of an agreement, the authority emphasized that the promoter still had obligations under the RERA Act, including delivering possession within a reasonable timeframe. The authority also found that the complainant had made a substantial payment of Rs. 54,89,880, yet the respondent failed to deliver possession by the due date of 10.09.2013. The reasons cited by the respondent, including the GAIL pipeline and land acquisition delays, were not considered sufficient justification for the prolonged delay. The authority further observed that the GAIL pipeline issue was already known before the complainant booked the plot in 2010, raising questions about the validity of the respondent's reasoning.

Another significant issue was the cancellation of the plot. The authority found that the respondent's cancellation notice of 26.07.2021 was based on clauses from an agreement that had never been executed. This raised legal concerns regarding the enforceability of the cancellation. The respondent's failure to issue prior notices or provide clear reasoning for the cancellation further weakened their position. Additionally, the authority noted inconsistencies in the respondent's claims regarding the impact of external factors on the project.

With respect to compensation, the authority ruled that the complainant was entitled to interest for the delay in possession under Section 18(1) of the RERA Act. As per Rule 15 of the Haryana RERA Rules, the prescribed interest rate was determined based on the marginal cost of lending rate (MCLR) of the State Bank of India, which stood at 9.10%. The final applicable interest rate for delayed possession was thus set at 11.10% per annum. This interest was to be paid monthly from the due date of possession (10.09.2013) until two months after the actual offer of possession or until the complainant took possession of the plot.

Based on these findings, the authority issued several directives. Firstly, the cancellation of the complainant's plot was set aside, and the respondent was ordered to reinstate the allotment. If third-party rights had been created over the plot, the respondent was directed to provide an

alternative plot of similar size and value, along with the execution of a builder-buyer agreement. Secondly, the respondent was ordered to pay interest at the rate of 11.10% per annum on the delayed possession, with all accrued interest to be paid within 90 days. Thirdly, the complainant was directed to pay any outstanding dues, if applicable, but the respondent was barred from imposing any additional charges beyond what was originally agreed upon. Finally, the respondent was mandated to comply with the authority's orders as per Section 37 of the RERA Act.

In conclusion, the authority determined that the respondent had violated the provisions of the Real Estate (Regulation and Development) Act, 2016, by failing to deliver possession on time and by issuing an invalid cancellation notice. The complainant was entitled to reinstatement of the allotment or an alternative plot, along with interest for the delay. The respondent was directed to comply with the orders to ensure a resolution in favor of the complainant. The case was thus disposed of with clear instructions for both parties to adhere to the legal provisions and settle the matter accordingly.

**COMPLAINANT: 1. Puran Prakash Sharma**

**2. Pushpa Sharma**

**RESPONDENT: 1. M/s BPTP Limited**

**2. M/s BPTP Parkland Pride Limited**

**CORAM: Dr. Geeta Rathee Singh**

**Chander Shekhar**

**ORDER DATE: 11.02.2025**

Complainant Representative: Sh. Arjun Kundra, Learned Counsel

Respondent Representative: None for the respondents

**Gist: The Authority rejected the respondent's justifications for construction delays, including NGT orders and Covid-19, as they occurred after the due possession date in 2014. The complainants are granted a refund under Section 18(1)(a) of RERA, with interest at 11.1% as per Haryana RERA Rules. The total payable amount, including interest, is Rs. 2,68,08,439.51/-, with further interest until full realization. The respondent must comply within 90 days, failing which additional legal actions may follow.**

The complainants filed a complaint under Section 31 of the Real Estate (Regulation & Development) Act, 2016, against the respondent for failing to deliver possession of a residential unit in the "Park Elite Floors" project in Faridabad. Initially, the complainants booked Unit H2-23-SF (1418 sq. ft.) in December 2009, but in June 2012, the respondents re-allotted Unit PE-178-SF (1510 sq. ft.), citing reasons beyond their control. A floor buyer agreement (BBA) was executed on October 23, 2012, fixing the total sale price at ₹26,51,301.72, while the complainants paid ₹28,97,437.51 between 2009-2017.

As per Clause 5.1 of the agreement, possession was due within 24 months of execution or sanction of the building plan, whichever was later, with an additional grace period of 180 days. Based on this, the deemed possession date was October 23, 2014. However, the respondents failed to offer possession or provide an occupation certificate. The complainants sought a full refund with interest under Rule 16 of the Haryana RERA Rules, 2017.

The respondents argued that delays were due to force majeure conditions, including National Green Tribunal (NGT) and Supreme Court bans on construction, environmental restrictions, and COVID-19 lockdowns. They also claimed that the project was delayed due to ambiguity in the

self-certification policy for building approvals. They contended that the BBA was executed before RERA's enactment and thus should not be governed by its provisions.

The Haryana RERA Authority held that the Act applies to ongoing projects without an occupation certificate. It ruled that respondents cannot evade liability by citing the sanction of building plans as a condition for possession. The authority found that re-allotment was not truly voluntary and noted that the respondents had not provided documents to justify the delay. It rejected the plea for the 180-day grace period since no occupation certificate was obtained. The authority concluded that the project fell under RERA's jurisdiction and upheld the complainants' claims, determining that the respondents failed to meet their obligations.

The Authority has carefully examined the submissions of the respondent and found that the reasons cited for the delay, such as the NGT order dated 19.07.2016 and subsequent environmental authority orders, are not applicable since they were issued after the deemed date of possession had already lapsed. The respondent cannot benefit from statutory orders that came into effect post the due date. Additionally, regarding the delay attributed to the Covid-19 outbreak, the Hon'ble Delhi High Court in *M/s Halliburton Offshore Services Inc. vs. Vedanta Ltd. & Anr.* (OMP (1) (Comm.) No. 88/2020) ruled that the pandemic cannot be used as an excuse for non-performance when the deadline for completion had already passed prior to the outbreak. Since the present case involves a deemed date of possession in 2014, the respondent's reliance on force majeure is baseless and is, therefore, rejected.

Furthermore, the respondent's argument concerning the self-certification policy issued by DTCP, Haryana, is also dismissed. The policy was introduced in 2010 but was clarified in 2015, after the due date of possession in 2014. The respondent failed to produce any evidence demonstrating when they applied for building plan approvals. Mere reference to the policy without establishing a direct correlation to the delay is insufficient. The prolonged delay in construction has caused suffering to the complainants, and the respondent has neither completed the project nor refunded the complainants' payments. Additionally, the respondent has not provided a specific timeline for handing over possession.

In light of these findings, Section 18(1)(a) of the Real Estate (Regulation and Development) Act, 2016 applies, granting the complainants an unqualified right to a refund along with interest. The Hon'ble Supreme Court, in *Newtech Promoters and Developers Pvt. Ltd. vs. State of Uttar Pradesh & Others* (Civil Appeal No. 6745-6749 of 2021), affirmed that an allottee has an absolute right to demand a refund if possession is not delivered as per the agreement, irrespective of unforeseen circumstances or judicial stay orders.

Accordingly, the Authority deems it appropriate to allow the refund along with interest as per Section 2(za) of the Act and Rule 15 of the Haryana RERA Rules, 2017. The prescribed interest rate is the State Bank of India's highest marginal cost of lending rate (MCLR) +2%, which currently stands at 11.1% (9.1% + 2%). The Authority has calculated the interest on the total paid amount up to 11.02.2025, which amounts to Rs. 2,68,08,439.51/-. The complainants are further entitled to interest until full realization.

The Authority directs the respondent to refund the entire amount within 90 days as per Rule 16 of the Haryana RERA Rules, 2017. The matter is thus disposed of, and the case record is to be uploaded on the Authority's website.

**KARNATAKA REAL ESTATE REGULATORY AUTHORITY PANCHKULA****COMPLAINANT: POONAM SINGH KHUREJA****RESPONDENT: 1. 1. ELV Project Private Limited****2. Hark Properties****CORAM: SMT. MAHESHWARI HIREMATH****ORDER DATE: 31.01.2025**

Complainant Representative: B.M.Associates, Advocate

Respondent Representative: (Absent)

**Gist: The complainant filed a case under Section 31 of the RERA Act against ELV Projects Pvt. Ltd. for failing to refund Rs. 42,01,000 or provide a promised return of Rs. 66,00,000 as per an MOU dated December 21, 2017, for the "ELV KINGSLAND" project in Bengaluru. Despite multiple hearings, the developer did not submit objections or documents. The forum found the builder in breach of contract and awarded Rs. 1,50,000 as compensation and Rs. 5,000 for litigation costs, with 6% interest applicable on delayed payment. The complainant was also given the right to take further legal action if the order was not complied with.**

The complaint was filed under Section 31 of the RERA Act against ELV Projects Pvt. Ltd. regarding the "ELV KINGSLAND" project in Whitefield, Bengaluru, seeking compensation of Rs. 10,00,000 for mental agony and financial loss. The project was registered under RERA with Registration No. PRM/KA/RERA/1251/446/PR/181122/002144. The complainant had entered into a Memorandum of Understanding (MOU) with the developer on December 21, 2017, agreeing to pay Rs. 42,01,000 in full towards the purchase of a flat. The agreement stated that the amount, along with a promised return of Rs. 66,00,000, would be repaid within 36 months, with an additional grace period of 3 months. In case of default, the complainant was entitled to a specific flat in the project.

Despite the agreement, the developer failed to initiate construction work or refund the amount as per the terms. The complainant had already filed a separate complaint for a refund with interest. The present complaint focused on mental agony and financial loss due to the builder's non-compliance. Hearings were conducted on multiple dates, and while the developer appeared through a representative, no statement of objections or supporting documents were submitted. The landowner (Respondent No. 2) remained absent.

The forum examined the MOU and supporting documents provided by the complainant. Since the developer failed to pay the agreed Rs. 66,00,000 by March 21, 2021, the complainant was entitled to claim the flat. The forum noted that the agreement effectively functioned as an agreement of sale, binding both parties. The breach of contract and non-completion of the project justified awarding compensation. It emphasized that homebuyers invest significant savings and often take loans, and developers must act responsibly. The developer's failure resulted in financial hardship and legal expenses for the complainant.

Regarding compensation, the forum acknowledged that mental agony is difficult to quantify, but the loss incurred due to holding the complainant's funds without returns was evident. The developer's lack of defense further strengthened the complainant's case. Under Section 71(2) of the RERA Act, complaints should be resolved within 60 days, but due to procedural delays and a vacant bench from July to December 2024, the case took longer.

The forum ruled in favor of the complainant and directed the developer to pay Rs. 1,50,000 as compensation within 60 days, failing which an interest of 6% per annum would be applicable until full payment. Additionally, Rs. 5,000 was awarded for litigation costs. The complainant was granted liberty to take legal action if the developer failed to comply. The order was issued on January 31, 2025.

**COMPLAINANT: DHAWITA SHAH**

**RESPONDENT: SANCHAYA LAND AND ESTATE PVT LTD**

**CORAM: SHRI. RAKESH SINGH, HON'BLE CHAIRMAN**

**SHRI. GURIJALA RAVINDRANADHA REDDY, HON'BLE MEMBER**

**ORDER DATE: 19.02.2025**

Complainant Representative: -

Respondent Representative: -

**Gist: The complainant filed a case under Section 18 of the RERA Act, 2016, seeking a refund with interest due to a ten-year delay in possession of a 2BHK flat in "The Green Phase I" project. The RERA authority ruled in favor of the complainant, directing the respondent to refund ₹37,58,043 with interest. The complainant may initiate recovery proceedings if the respondent fails to comply..**

The complaint CMP/220524/0009512 was filed on May 24, 2022, under Section 18 of the Real Estate (Regulation and Development) Act, 2016, against the project "The Green Phase I" for a refund with interest due to delayed possession. The project is registered under RERA with registration number PRM/KA/RERA/1251/308/PR/171015/000701.

The complainant had booked a 2BHK flat, No. 303 on the 3rd floor of the "MAPLE" block in Tower 'E' of "The Greens" residential complex, located at Bidargere Village, Kasaba Hobli, Anekal Taluk, Bengaluru. The total agreed consideration was ₹21,05,211, out of which the complainant paid ₹18,89,393 through cheque and NEFT/RTGS. An Agreement of Sale and a Construction Agreement were executed on January 30, 2014. The complainant also availed of a home loan from HDFC Bank for the apartment. The developer had committed to handing over possession by December 2014, but even after ten years, the project remains incomplete, causing financial distress due to ongoing EMI payments.

Following the complaint's registration, the authority issued notices to both parties. However, the respondent did not appear or provide any defense. The complainant supported the claim with documentary evidence, including the Agreement of Sale, demand notes, payment receipts, and a statement of accounts. Multiple hearings were held on various dates in 2022 and 2024.

Upon reviewing the evidence, the authority found that the respondent had failed to deliver the apartment despite the substantial payment made by the complainant. Referring to the Supreme Court ruling in Civil Appeal No. 3381-3590 of 2020 (Imperia Structures Ltd. vs. Anil Patil), the authority emphasized that under Section 18 of the RERA Act, an allottee is entitled to a refund with interest if the promoter fails to deliver possession within the agreed timeline. The complainant opted for withdrawal and claimed ₹37,58,043 as a refund with interest, calculated from December 31, 2014, to January 5, 2025.

The authority noted that the respondent did not file objections or produce any counter-evidence. After verifying the complainant's documents, it concluded that the claim was legitimate. Consequently, the authority directed the respondent to refund ₹37,58,043 within 60 days from the date of the order. The interest was computed at 9% per annum from December 31, 2014, to April



30, 2017, and at SBI MCLR + 2% from May 1, 2017, to January 5, 2025. Further interest will be calculated similarly until full payment is made.

The complainant has been granted the liberty to initiate recovery proceedings if the respondent fails to comply. The ruling reinforces the protection available under RERA, ensuring homebuyers can seek refunds and compensation in cases of project delays.

**COMPLAINANT: 1. Mr. Bhavesh Dinesh Vira**

**2. Ms. Neha Bhvesh Vira**

**RESPONDENT: 1. M/s.Ozone Urbana Infra Developers Pvt Ltd.**

**2. M/s. Ozone Developers Bangalore Pvt Ltd.**

**3. Mr.Vasudevan Sathvamoorthy**

**CORAM: HON'BLE MEMBER G.R. REDDY**

**ORDER DATE: 24.01.2025**

Complainant Representative: - Mr.Akash R Bantia, Advocate

Respondent Representative: - Deepak Bhaskar & Associates, Advocates

**Gist: The complainants sought a refund and loan closure under Section 18 of RERA after the respondents failed to complete the OZONE URBANA project and stopped Pre-EMI payments, leading to loan classification as NPA. The Authority ruled in favor of the complainants, ordering respondents 1 and 2 to refund Rs. 63,10,770/- with interest and close the loan account. Claims against respondent 3 were dismissed, and legal recovery options were granted if the respondents failed to comply.**

A complaint was filed under Section 31 of the Real Estate (Regulation and Development) Act, 2016, against the project OZONE URBANA, seeking a refund with interest and the closure of a loan account. The complainants had entered into a sale agreement on 11.08.2015 for an apartment in the project, with the agreed completion date being 31.12.2017. They paid Rs. 46,44,659/- after availing a loan from a financial institution. However, the respondents failed to adhere to the agreement, stopped paying the Pre-EMI, and did not close the loan account, leading to its classification as a Non-Performing Asset (NPA) and affecting the complainants' credit score. Despite six years of non-communication from the respondents, the complainants sought a refund and loan closure under Section 18 of the Act.

After registering the complaint, a hearing was held on 02.12.2024, where the complainants presented their memo of calculation (MOC) with supporting documents. The respondents' advocate sought time to file objections, arguing that the second respondent was not involved. However, since the second respondent was a signatory to the agreement, they were included as a party. The hearing was adjourned to 06.01.2025. On that date, while the complainants submitted all necessary documents, the respondents again requested more time for objections, which was granted until 08.01.2025. However, respondents 1 and 2 did not file objections, while respondent 3 submitted a statement of objection with a memo of citations.

Upon reviewing the documents, the Authority noted that the complainants had paid the sale consideration and that the respondents failed to fulfill their obligations. Section 18 of RERA mandates that if an allottee withdraws from a project due to non-completion, the promoter must refund the amount with interest and compensation. Since the complainants had availed a loan and paid Pre-EMI, they were entitled to a refund with interest. Respondent 3 contended that they were not a party to the agreement, and the Authority found no evidence to hold them liable. Hence, claims against respondent 3 were dismissed.

Given the respondents' failure to file objections or counter the MOC, the Authority ruled in favor of the complainants. It ordered respondents 1 and 2 to refund Rs. 63,10,770/- with interest from 01.05.2017 to 30.11.2024, with further interest accruing until final payment. They were also directed to close the complainants' loan account, including all pending EMI, interest, and penalties. If the respondents failed to comply, the complainants were given the liberty to initiate legal recovery proceedings.

The complaint was thus allowed under Section 18 of RERA, affirming the complainants' entitlement to the claimed relief.

**COMPLAINANT: M/s. COLUMBIA DEVELOPERS PRIVATE LIMITED**

**RESPONDENT: BIPLAB DAS**

**CORAM: SHRI. RAKESH SINGH, HON'BLE CHAIRMAN**

**SHRI. GURJALA RAVINDRANADHA REDDY, HON'BLE MEMBER**

**ORDER DATE: 20.02.2025**

Complainant Representative: Navya L - Advocate

Respondent Representative: Yabesh M Shetty - Advocate

**Gist: The complaint under Section 19 of the RERA Act involved the cancellation of a sale agreement for Flat No. 1901 due to construction delays. The Respondent had paid Rs. 79,10,690/-, but the bank stopped loan disbursement, leading to a refund request. The Authority found the Complainant non-compliant with RERA reporting and ordered a refund of Rs. 92,02,737/- with interest. The complaint was dismissed as not maintainable, and the refund was to be made within 60 days.**

The complaint dated 07/05/2024 was filed under Section 19 of the RERA Act, 2016, against the Respondent for the cancellation of the Agreement of Sale dated 10/04/2023 concerning Flat No. 1901 in the project "Columbia Aaltuis," located at Sy.No.52/2, Hosur Main Road, Attibele Hobli, Anekal Taluk, Electronic City Phase 1, Bangalore. The project is registered under RERA with registration number PRM/KA/RERA/1250/308/PR/190330/002510, valid until 31/12/2024, and has been granted a COVID extension of nine months until 30/09/2025. The Complainant alleged that the Respondent had agreed to purchase Flat No. 1901 for a total consideration of Rs. 1,30,90,000/- and had availed of a loan from the State Bank of India for the same. The Respondent had already paid Rs. 79,10,690/- through self-contribution and bank loan disbursement. The Complainant received the Commencement Certificate on 23/09/2022, and as per the Agreement of Sale dated 10/04/2023, the handover of the unit was scheduled for 36 months with a grace period of six months from the date of the Commencement Certificate.

After the complaint was registered, both parties were issued notices to appear before the Authority. During the hearings conducted on 27/11/2024, 09/12/2024, 16/12/2024, and 20/12/2024, both parties submitted their statements and supporting documents, including the Agreement of Sale, demand notes, site photographs, payment receipts, and email communications. The Respondent, in his objections filed on 23/05/2024, denied the allegations and contended that he had entered into the Agreement of Sale with a genuine interest in purchasing the flat and had already paid a substantial amount. However, due to delays in construction and failure to meet the milestone plan, SBI had stopped further loan disbursement. The Respondent asserted that as per clauses 28.1 and 28.2 of the Agreement, he was entitled to withhold further payments due to non-completion of milestones and had the right to terminate the agreement, in

which case the developer was liable to refund the entire amount with interest within 60 days of the termination notice.

On the other hand, the Complainant, in his objections filed on 16/12/2024, stated that the Respondent was irregular in making payments, which compelled the Complainant to issue multiple demand notices. Instead of clearing outstanding dues and taking possession, the Respondent allegedly attempted to unjustly demand a refund. The Complainant also claimed that the project was 90% complete and possession had been offered, further stating that as per the agreement, the Respondent's flat had been canceled, and the amount would be refunded after a 10% deduction. However, the Complainant requested time to sell the flat to another buyer before refunding the balance amount.

During the hearing, it was observed that the Complainant's quarterly update on the RERA website, submitted on 16/03/2024, showed only 32% completion of the project, contradicting the Complainant's claim of 90% completion. The Complainant failed to provide a satisfactory explanation for this discrepancy. Additionally, an SBI email dated 18/05/2024 indicated that further loan disbursements had been put on hold due to project delays and non-compliance with approved plans. Considering these factors, the Authority determined that the Complainant had failed to meet its obligations under the Agreement of Sale and directed the Complainant to refund the amount paid by the Respondent along with interest.

After examining the memos of calculation submitted by both parties, the Authority found it appropriate to direct the Complainant to pay Rs. 92,02,737/- to the Respondent, including interest calculated from 06/04/2023 to 15/02/2025. Furthermore, the Authority found it necessary to issue a show cause notice to the Complainant for failing to upload the up-to-date quarterly update, annual accounts, and construction progress report. Consequently, the complaint was dismissed as not maintainable, and the Complainant was ordered to refund the amount to the Respondent within 60 days from the date of the order.

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

**COMPLAINANT: 1.Mukesh Jagubhai Sonavia**

**2.Dinesh Jagubhai Sonavia**

**RESPONDENT: 1.Man Global Limited**

**2. Nikhil Rameshchandra Mansukhani**

**3. Vishal L Khatri**

**CORAM: Shri. Ravindra Deshpande, Hon'ble Member 2, MahaRERA**

**ORDER DATE: 21.01.2025**

Complainant Representative: Adv. Geeta Gavali

Respondent Representative: Adv. Avinash Undhare

**Gist: The respondent objected to the complaint, arguing that possession was offered in May 2019, and the complaint filed in 2022 was time-barred and not maintainable under RERA. The complainants opposed this, citing a five-year delay in possession, non-fulfillment of compensation promises, and other breaches by the respondent. They sought Rs. 15,000 per month as compensation, a refund of Rs. 25,000, car parking allotment, and Rs. 10,00,000 for mental agony. The authority found merit in the complainants' claims and rejected the respondent's application for dismissal.**

The respondent no. 1 filed a preliminary objection to the complaint, arguing that the occupation certificate for the project, including the suit flat, was obtained on May 7, 2019. The respondent claims to have informed the complainants via emails and letters, offering possession of the suit flat (Flat No. 301, Building No. 2) and requesting payment of the balance consideration and other charges. Citing Section 15(10) of the Real Estate (Regulation and Development) Act, 2016 (RERA), the respondent states that allottees are required to take possession within two months of the offer. Since possession was offered on May 23, 2019, and the complaint was filed only in March 2022, nearly three years later, the respondent contends that the complaint is not maintainable. The respondent further refers to Section 18 of RERA, which provides relief to allottees only in cases where the promoter fails to offer possession. Since possession was offered, the respondent argues that there has been no violation of RERA provisions, making the complaint unsustainable.

Additionally, the respondent alleges that the complainants have approached the authority with malafide intent, ignoring timely communications and delaying the transaction, thereby increasing the respondent's financial burden. It is argued that similar complaints have previously been dismissed by the authority when possession was offered post-occupation certificate. The respondent also states that the complainants had ample opportunity to seek legal remedies but failed to act in time, rendering the complaint time-barred. As a result, the respondent seeks dismissal of the complaint with costs.

The complainants, in their reply, strongly oppose the application, calling it frivolous and filed merely to delay the proceedings. They deny all allegations made by the respondent and argue that the application is an abuse of the court process. The complainants highlight that respondent no. 2 (a former director) and respondent no. 3 (a power of attorney holder) played key roles in executing the registered agreement for sale dated October 28, 2013, before the Sub-Registrar, Thane 10. Therefore, they object to any attempt to remove their names from the complaint.

The complainants argue that the agreement clearly stipulated that possession was to be handed over by June 2015, with a six-month grace period. However, despite several reminders, the respondent delayed possession for nearly five years without providing any justifiable reasons. The complainants state that they received physical possession only on February 20, 2020, after multiple postponements. They further allege that in a communication dated May 30, 2016, the respondent had promised compensation of Rs. 15,000 per month from January 2017 in case of further delay. However, the respondent failed to honor this commitment.

In their complaint, the complainants seek directions for the respondent to pay Rs. 15,000 per month from July 2015 to February 2020, along with interest, for the delay in handing over possession. They also demand the allotment of car parking as per the allotment letter, a refund of the Rs. 25,000 fitout deposit with interest, and Rs. 10,00,000 in compensation for harassment and mental agony. The complainants clarify that they are not seeking possession but rather compensation and fulfillment of commitments made by the respondent.

Upon reviewing the complaint and arguments, the authority found that the complainants had raised valid concerns about delayed possession and unfulfilled commitments. Given the nature of the relief sought, the authority concluded that the complaint cannot be dismissed at this stage. Accordingly, the respondent's application for dismissal was rejected, with costs in cause.

**COMPLAINANT: M/S. B.K. FINANCE CORPORATION PVT. LTD.**

**RESPONDENT: 1. M/S. KAVYA MIRA REALTY**

**2. MR. MANSUKHLAL CHATRUBHUI VORA**

**3. MR. JIGNESH MANSUKHLAL VORA**  
**4. MR. NIMESH MANSUKHLAL VORA**  
**5. MRS. KAJAL NIMISH VORA**  
**6. MR. NAVINCHANDRA T. MEHTA**

**CORAM: Manoj Saunik, Chairperson, MahaRERA**

**ORDER DATE: 12.02.2025**

Complainant Representative: Advocate Satish N. Notani

Respondent Representative: None present for respondents.

**Gist: The complainant sought restoration of a non-compliance application after its disposal on 4th July 2023 due to absence. The original complaint sought possession and interest for delay, with MahaRERA previously ordering the respondent to comply. Due to genuine difficulties faced by the complainant, the authority allowed restoration and transferred the non-compliance application to the Adjudicating Officer. The matter will now be heard afresh, ensuring enforcement of the final order.**

The complainant filed an application for the restoration of a non-compliance application and to set aside the order dated 4th July 2023. The original complaint (CC00600000010300) was filed on 25th July 2019 under Section 18 of the RERA Act, seeking relief for the delayed possession along with interest. The authority passed a final order on 14th December 2021, directing the respondent to pay interest for the delay from 1st February 2015 until possession with an occupancy certificate, as prescribed under Rule 18 of the Maharashtra Real Estate (Regulation and Development) Rules, 2017.

Following non-compliance with this order, the complainant filed a non-compliance application on 12th April 2022. This application was heard on 4th July 2023, where the Secretary of MahaRERA observed that the complainant had filed a civil suit before the Thane District Court and a cheque dishonor case under Section 138 of the Negotiable Instruments Act. Additionally, the complainant was absent despite notice of the hearing, which led to the disposal of the non-compliance application.

The complainant later filed a restoration application, which was heard on 28th November 2024. The respondent was absent for the third consecutive time, leading to an ex-parte hearing, and the matter was reserved for orders. The complainant submitted that the restoration application was filed to reinstate the non-compliance application and set aside the order dated 4th July 2023. The original complaint sought possession with an occupancy certificate and interest for the delay. The final order directed the respondent to pay interest from 1st February 2015 until possession was handed over, with past interest up to 31st February 2022 to be paid in one installment by 31st March 2022 and subsequent interest to be paid monthly. Additionally, the respondent was ordered to refund the balance amount for office No. 4 in B Wing as per a cancellation deed dated 3rd April 2017, with interest from 1st May 2017.

Due to non-compliance, the complainant filed the non-compliance application while also instituting Regular Civil Suit No. 893 of 2022 before the City Civil Junior Division, Thane, for compliance with statutory obligations, an injunction, and compensation. On 31st January 2023, during a MahaRERA hearing, both parties were present, and the Secretary directed the respondent to apply for project registration extension and submit a reply within 15 days, which was not done.

The complainant faced difficulties in attending hearings due to residing in Akola and their advocate being based in Ulhasnagar. On 28th November 2023, the complainant personally visited



MahaRERA and learned that the non-compliance application had been disposed of. The complainant cited technical issues in accessing online case details and stated that their absence was neither deliberate nor intentional.

Since the respondent failed to appear in the restoration proceedings, MahaRERA proceeded ex-parte. The authority acknowledged the complainant's genuine difficulties in attending the 4th July 2023 hearing and observed that procedural lapses should not prevent enforcement of the final order. The authority, therefore, directed the Adjudicating Officer, MahaRERA, to hear the non-compliance application afresh and pass an appropriate order. The Registry was instructed to transfer the non-compliance application to the appropriate bench.

The restoration application, along with the application for condonation of delay, was allowed and disposed of with no order as to costs.

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

**COMPLAINANT: Colva Civic and Consumer Forum**

**RESPONDENT: 1. Ms. Sonia Lemos**

**2. Mr Tony Rodrigues**

**3. T. R. Constructions**

**CORAM: SHRI VINCENT D'SILVA**

**ORDER DATE: 28.02.2025**

Complainant Representative: Ms. Judith Almeida along with Ms. Shakuntala Mesquita

Respondent Representative: Ld. Advocate Jonathan George

**Gist: The Goa RERA Authority ruled that the respondents illegally developed and sold plots without mandatory registration, violating Section 3 of the RERA Act. The claim of oversight was dismissed, as they had prior RERA compliance experience. The complainant, a registered consumer association, was found to have locus standi. The respondents were ordered to register the project and pay penalties..**

The present order disposes of a complaint filed under Section 31 of the Real Estate (Regulation and Development) Act, 2016 (RERA Act). The complaint was filed regarding illegal land development and sale of plots at Survey No. 119/2 in Colva, Salcete, Goa. The complainant alleged that the land, which includes low-lying areas, water bodies, and nalhas, was illegally filled, and plotted development was undertaken without proper approvals. A complaint was lodged with the Flying Squad, which led to a site inspection and a stop-work order from the Deputy Collector, South Goa, dated October 10, 2023. The project, spanning 16,725 square meters, was being developed in two phases without mandatory registration under RERA, proper access roads, or display of required information on-site.

The respondents allegedly sold plots without registering the project as mandated under Section 3 of the RERA Act. The project was planned based on a 6-meter-wide proposed road, whereas the existing access roads were only 3.5 to 4 meters wide, far below the 10-meter requirement. Additionally, a new internal road was constructed, and plots were demarcated despite the land's contours not supporting plotted development. The complainant contended that the approvals granted by the Town and Country Planning Department (TCP) and the Village Panchayat, Colva, were in collusion with the developers, ignoring necessary permissions, road access requirements,

and environmental concerns. The provisional license was issued on July 17, 2023, and conversion sanad on July 6, 2023, despite these deficiencies. The respondents' failure to register the project under RERA, as well as their continued violations, led to the complaint seeking necessary relief.

In response, Respondents No. 2 and 3 denied the allegations, stating that the complaint was vague, baseless, and filed with malafide intent to extort money and harass them. They argued that the complainant lacked locus standi under Section 31 of the RERA Act, as it had not demonstrated itself to be an aggrieved party. The respondents contended that they had obtained all necessary permissions and licenses, including conversion sanad and TCP approvals. They further argued that Respondent No. 1 had only sold the land and was not involved in its development. The failure to register the project under RERA was claimed to be an inadvertent oversight due to a misunderstanding of the law rather than a deliberate violation. They stated that Respondent No. 2 had already initiated the process of obtaining the RERA registration certificate and sought the dismissal of the complaint.

The primary issues for determination were (i) whether the respondents should be directed to register the project under RERA, and (ii) whether the complainant qualified as an aggrieved party under Section 31 of the Act. The Authority first addressed the question of locus standi. The respondents argued that the complainant, Colva Civic & Consumer Forum, was not an allottee, an association of allottees, or a registered voluntary consumer association, and thus had no right to file the complaint. However, the complainant provided a certificate from the District Registrar, South Goa, confirming its registration as a voluntary consumer association under the Societies Registration Act, with renewal valid until November 20, 2029. Furthermore, a resolution dated December 20, 2024, authorized Ms. Judith Almeida, the President of the complainant forum, to represent the organization in legal proceedings. Based on this, the Authority ruled that the complainant had locus standi as an aggrieved person under Section 31.

Regarding the main issue of non-registration under Section 3 of the RERA Act, the Authority noted that the respondents admitted to developing and selling plots without prior registration. They further admitted that five out of 19 plots had already been sold before registering the project. The respondents claimed that their failure to register was due to an honest misunderstanding of the law. However, it was revealed that Respondent No. 2 had previously registered another project under RERA (PRGO08211364) on August 17, 2021, for a residential group housing project at Taleigao, North Goa. This showed that the respondents were well aware of the RERA registration requirements, making their claim of oversight untenable. The fact that they only applied for registration on January 25, 2025—after the present complaint was filed—further demonstrated their deliberate attempt to bypass the law.

The Authority emphasized that under Section 3(1) of the RERA Act, no promoter can market, sell, or advertise a real estate project without registering it with RERA. Non-registration constitutes a violation punishable under Section 59 of the Act, which prescribes penalties up to 10% of the estimated project cost. The Hon'ble Supreme Court, in *M/s. Newtech Promoters and Developers Pvt. Ltd. vs. State of UP & Ors.*, affirmed that registration of ongoing projects is mandatory if the completion certificate has not been issued. The Authority further noted that the respondents suppressed material facts by not disclosing their previous RERA registration, reinforcing their willful non-compliance.

The Authority also acknowledged that it has suo motu powers under Section 35 of the RERA Act to initiate investigations and enforce compliance. It cited *Praveen Chhabra vs. Real Estate Appellate Tribunal*, where the Delhi High Court upheld RERA's power to take action against

unregistered projects even without a formal complaint. In this case, the respondents not only failed to register but also sold multiple plots illegally, constituting a serious lapse under RERA.

While the Authority found merit in the complaint, it clarified that several reliefs sought by the complainant—such as revoking licenses, initiating criminal proceedings against officials, and taking punitive actions against TCP and Village Panchayat authorities—were beyond its jurisdiction. These issues were to be addressed by other competent authorities. However, the complainant was entitled to relief under Para 5(ix) and (x), which included imposing penalties on the developer for non-registration and reimbursement of fees and costs incurred in pursuing the complaint.

In conclusion, the Authority ruled that the respondents had violated Section 3 of the RERA Act by failing to register the project before development and sale. The claim that non-registration was an oversight was dismissed as baseless, given their prior experience with RERA compliance. The Authority directed the respondents to register the project with RERA and imposed penalties as per Section 59. The complainant, being a registered consumer association, had the right to file the complaint, and the respondents' attempts to challenge its locus standi were rejected. This case underscores the mandatory nature of RERA registration for all real estate projects and reinforces the Authority's power to enforce compliance, even in the absence of a formal complaint.

**PART-II****NOTIFICATION & CIRCULARS****TELANGANA REAL ESTATE REGULATORY AUTHORITY****Order no: C/123/2025/TGRERA****Date: - 20.01.2025****NOTIFICATION****Subject: - TG-RERA -Circular to all Real Estate Agents to submit affidavit in accordance with section 9 and 10 of RE(R&D) Act, 2016 - Resolved Reg.**

The TG RERA in its Authority meeting held on 18-01-2025 resolved to issue circular instructions to the Real Estate Agent to submit affidavit along with application for registration under section 9 of RE(R&D) Act, 2016 in the Format enclosed.

In view of the above, the all Real Estate Agents who are intending to register with TG-RERA shall submit Affidavit in prescribed format available in the website [https://rera.telangan.gov.in/Home/Forms Download](https://rera.telangan.gov.in/Home/Forms%20Download) along with application for registration.

To,

The Real Estate Agents,

In the Telangana State

**AFFIDAVIT CUM DECLARATION FILED BY REAL ESTATE AGENT**

I, .....(name), S/o or D/o or W/o .....(name), aged.....occupation 1,() .....currently residing at....., do hereby solemnly affirm and declare that, I will abide by the functions as mentioned in Section 9 and 10 of the Real Estate (Regulation & Development) Act 2016 which are reproduced here under:

I will not facilitate the sale or offer for sale or market or booking or facilitate for booking, invite person/s for purchase in any manner what so ever any plot, apartment, building/unit as the case may be in any unregistered real estate project/s with TG-RERA or part of it being sold by the promoter in the project (project not having TG-RERA Registration, Approvals & Sanction proceeding Number from Planning Authority or Competent Authority i.e local body).

1. I will not be involved in any unfair trade practices, namely:-

i. the practice of making any statement, whether orally or in writing or by visible representation which-

A. falsely represents that the services are of particular standard or grade

B. represents that the promoter or himself has approval or affiliation which such promoter or himself doesn't have

C. makes a false or misleading representation concerning the services

ii. permitting the publication of any advertisement whether in any newspaper or otherwise of services that are not intended to be offered;

2. I will facilitate the possession of all the information and documents, as the allottee, is entitled to, at the time of booking of any plot, apartment or building, as the case may be;

3. I will maintain and preserve such books of account records and documents as may prescribed under Real Estate (Regulation & Development) Act 2016 read with Telangana Real Estate (Regulation & Development) Rules 2017

4. I will discharge such other functions as prescribed and as may be prescribed time to time by this Authority.

I hereby solemnly affirm and declare that the statement made in this affidavit is true and correct to the best of my knowledge and I will abide by all the Rules and Regulations Prescribed under TG RERA Act 2016.

I further declare that, in case of violation of any provision of Act and Rules noticed from my end, I may be prosecuted and liable for penalty under section 62 of Telangana Real Estate (Regulation and Development Act 2016.

REAL ESTATE AGENT

[Your Full Name and Signature]

[Notary Name and Acknowledgment]

[Notary Name] [Notary Public Seal][date]

### **WEST BENGAL REAL ESTATE REGULATORY AUTHORITY**

**Order no: -105-RERA/L-01/2023**

**Date: - 31.01.2025**

### **NOTIFICATION**

**Subject: - Extension of time regarding Quarterly Update of Real Estate Projects registered with WBRERA/ erstwhile WBHIRA in the website of West Bengal Real Estate Regulatory Authority.**

This Authority is of the considered view that the last date for Quarterly Update of Registered Projects, as specified in Order No.1986 -RERA/L-01/2023 dated 06.12.2024 of this Authority, is required to be extended due to non-accessibility of Applications of WBRERA Website for few days for some technical issues and several Promoters prayed for extension of last date for Quarterly Update of Projects.

Hence, this Authority is hereby pleased to direct that,-



- a) The last date for submission of Quarterly Update of Registered Real Estate Projects upto the Quarter ending with 30.09.2024, is hereby extended till 28.02.2025; and
- b) The last date for submission of Quarterly Update of Registered Real Estate Projects of the Quarter starting from 01.10.2024 to 31.12.2024, is hereby extended till 28.02.2025.
- c) It is hereby directed to submit all the pending Quarterly Updates of earlier period of time, only submission of current / latest Quarterly Update will not be sufficient and on failure to do so Penalty shall be imposed on and from March, 2025.

This order is hereby issued with the approval of Hon'ble WBRERA Authority.

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

**Order no: - F.1(31)RJ/RERA/Authority/MEETING/2019/167**

**Date: - 24.02.2025**

### **NOTIFICATION**

**Subject: - Registration of Hotel Projects where units are sold and leased back**

Many a times queries are raised and some representations were also received to clarify as to whether when any hotel unit is sold to the customer with a legal sale agreement executed during the construction period and after execution of sale deed the property is leased back to the developer for a long-term/ perpetual lease, then such project of the hotel category is required to be registered with RERA or not.

Considering matter in its entirety and the object of the RERA Act The authority has directed that such Hotel projects where sale deeds have been executed in favour of the purchaser/ allottee for a unit and the same has been leased back to the developer, are necessarily required to be registered under RERA Act.

This order shall be applicable with effect from 01.03.2025.

This bears the approval of the Hon'ble Chairperson.

**Order no: - F1(31)RJ/RERA/Authority Meeting/2019/162**

**Date: - 24.02.2025**

### **NOTIFICATION**

**Subject: - A provision for penalty for late submission of QPRs**

Vide Authority Order no. F1(167) RJ/RERA/QPR/2020/12 dated 01.01.2021, guidelines for the submission of Quarterly Progress Reports (QPRs) for registered Real Estate Projects, a provision for penalty for late submission of QPRs was established.

It has been observed in the 20th Authority meeting that many ma promoters have been failing to submit QPRs on time. In order to ensure the regular and timely submission of QPRs, the following resolution has been made:

1. For the first quarter of delay, the penalty of Rs 5,000 will remain unchanged.
2. For each successive quarter of delay, an additional Rs 5,000 nenalty will be imposed for each quarter until the QPR is submitted.

This revised penalty structure will come into effect from 01.03.2025.

**Order no: F.1(31)RJ/RERA/Authority Meeting/2019/165**

**Date: - 24.02.2025**

### **NOTIFICATION**

**Subject: - Submission of water supply drawing**

In pursuance of the decisions taken in 20th Meeting of the Authority held on 05.02.2025, following directions are hereby issued for compliance by all concerned.

1. Water supply drawing: As per Regulation 3(2) (i) for registration of a project under Plotted Development category, following drawings are required to be uploaded mandatorily, duly sealed and signed by a qualified engineer, as part of the online application.

(a) Rain Water Harvesting/Recharging;

(b) Sanitation (Storm Water Drainage, Sewerage, STP, Solid Waste Disposal, etc.);

(c) Electrification (Transformer, Solar Energy, etc.);

Henceforth in addition to the above mentioned drawings the promoter is also required to submit the water supply drawing while applying for the registration of the project.

This order shall be applicable with immediate effect.

This bears the approval of the Hon'ble Chairperson.

**Order no: F.1(31)RJ/RERA/Authority Meeting/2019/163**

**Date: - 24.02.2025**

### **NOTIFICATION**

**Subject: - Requirement of proof of competent authority where no plot(s) have been mortgaged in the plotted schemes**

This Authority, vide order no. F.4(1)RJ/RERA/2017-part/2030 dated 24.05.2023 directed that where the plots are not mortgaged in the approved layout plan by the Local Body then as a "proof" promoter has to submit the letter from the Local Body that no plots have been mortgaged in the scheme or copy of the application filed under RTI submitted to the Local Authority for getting certificate that plots were not mortgaged in the schemes whereas as per Regulation 13(5)(i) an "undertaking" of the promoter that no plots have been mortgaged in the scheme is required. With a view to clarify and to ascertain the veracity, it is directed that the promoters shall have to submit the proof of Local Authority/ RTI as mandated by the order dated 24.05.2023.

This order shall be applicable with effect from 1st March, 2025.

This bears the approval of the Hon'ble Chairperson.

**Order no: F.1(31)RJ/RERA/Authority Meeting/2019/168**

**Date: - 24.02.2025**

**NOTIFICATION**

**Subject: - Issuance of mortgage free letter by the competent authority after lapse of validity of layout plan in plotted schemes.**

It has come to the notice of the authority that after issuance of direction of the UDH Department for compulsory registration of the projects with RERA for plotted development scheme many promoters are applying for registration of the projects which have already been completed and mortgaged free letters have been issued by the respective local authorities, but the validity period of layout plan has already expired at the time of filing of the application for registration. Considering all the aspects involved in the matter the authority has resolved that, as a one time measure, registration of such projects be made without insisting upon the extension of validity of layout plan as the projects have already been completed. This relaxation shall be applicable upto 30.06.2025 so that the affected promoters may get their projects registered.

This order is applicable with immediate effect.

This bears the approval of the Hon'ble Chairperson.

**Order no: F.1(31)RJ/RERA/Authority Meeting/2019/166**

**Date: - 24.02.2025**

**NOTIFICATION**

**Subject: - Requirement of CC/OC in exemption matters other than plotted schemes**

In this context it is directed that the promoter seeking exemption of registration for projects other than plotted schemes shall have to submit the occupancy certificate alongwith CC at the time of filing of such application.

This order is applicable from 1st March, 2025.

This bears the approval of the Hon'ble Chairperson.

## PART-III

### RERA NEWS

**THE DAINIK TRIBUNE**

**Date: 06.01.2025**

#### **2025 Property Market Outlook: Key Trends Shaping Home Buying Decisions**

The Indian real estate market witnessed remarkable growth in 2024, particularly in the luxury segment, driven by affluent buyers, including HNIs and NRIs. Housing sales reached a record high, with 230,000 homes worth Rs 380,000 crore sold across the top seven cities. This momentum continues into 2025, supported by strong economic fundamentals, evolving buyer preferences, and favorable policies. Peripheral micro-markets around metro cities, such as Noida and Dwarka Expressway, have seen significant price appreciation, attracting investors seeking high returns. Anticipated interest rate cuts in 2025 are expected to enhance affordability, stimulating demand across luxury and affordable housing segments. Industry leaders highlight a shift toward premium housing, emphasizing exclusivity and global standards. Improved infrastructure and connectivity in peripheral areas further drive demand. With robust buyer confidence, strategic investments, and evolving trends, 2025 is poised to be another landmark year for the Indian real estate sector, offering lucrative opportunities for developers and investors.

**THE HINDUSTAN TIMES**

**Date: 23.01.2025**

#### **Here's why south Indian cities such as Bengaluru, Chennai and Hyderabad dominate demand for senior living housing**

South Indian cities like Bengaluru, Chennai, Hyderabad, Coimbatore, Trichy, and Kochi are emerging as key destinations for senior living housing, attracting homebuyers from across the country with affordable options priced between ₹60 lakh to ₹1 crore. Experts highlight that nearly 65-70% of new senior living projects are concentrated in these cities, driven by factors such as better acceptance of retirement homes, favorable weather, and well-developed healthcare infrastructure.

Many residents in Bengaluru's senior living communities come from northern India, reflecting a broader trend of migration. The demand is particularly high among retired professionals, especially from the IT sector, who prefer moving to smaller towns or city outskirts. While South India has been more receptive to senior living solutions, developers are now expanding their focus to northern states as well. The availability of medical facilities within 30-40 minutes further boosts the appeal of these projects.

**THE ECONOMIC TIMES**

**Date: 23.01.2025**

#### **RERA Impact: Homebuyer wins Rs 2.26 crore compensation after a 10-year delay in possession of flat; Know which legal rules helped him**

A homebuyer booked a flat in Gurgaon in 2013 for Rs 1.16 crore, paying Rs 12 lakh initially and Rs 95 lakh in 2014 upon signing a sale agreement, totaling Rs 1.07 crore. However, after years of

waiting, he discovered that even basic construction had not started. Seeking a refund, he was instead persuaded by the builder to reinvest in another flat worth Rs 1.55 crore in a different project. When this second flat also remained incomplete, he was again convinced to switch to a third flat. Despite repeated assurances, no flat was delivered over a decade. The builder remained accessible but failed to meet deadlines, including the final promised date of July 21, 2022. Frustrated, the homebuyer filed a complaint with Haryana RERA, seeking a refund of Rs 1.07 crore with interest as compensation for the prolonged delay and unfulfilled promises.

## **PROP NEWS TIME**

**Date: 28.01.2025**

### **India's top cities witness 9% decline in residential real estate sales in 2024**

India's residential real estate market in nine leading cities saw a 9% decline in sales to 470,899 units in 2024, while new supply dropped by 15% to 411,022 units, according to PropEquity. The slowdown was linked to subdued activity during the General Elections and Monsoon. In comparison, 2023 recorded 514,820 units sold and 481,724 units launched. Despite the decline, the supply-to-absorption ratio remained stable, with PropEquity's CEO attributing the drop to the high base effect of 2023's peak performance. Among cities, Navi Mumbai and Delhi-NCR saw sales growth of 16% and 5%, respectively, while Hyderabad recorded a sharp 25% decline. Bengaluru and Chennai saw reductions of 9% and 11%, while Mumbai, Pune, and Thane experienced drops of 6%, 13%, and 5%, respectively. Kolkata had the smallest decline at 1%.

## **THE ECONOMIC TIMES**

**Date: 28.01.2025**

### **Real estate sector eyes Union Budget 2025-26 for support**

The Union Budget 2025-26, set for February 2024, carries high expectations from the real estate sector, particularly in affordable housing. Amid lower housing market activity in late 2024, the sector hopes for government interventions beyond traditional tax reliefs, with a likely focus on resilient infrastructure. Economic stability and growth, especially in light of weak GDP figures, are also anticipated priorities, along with support for SMEs, MSMEs, and job creation. Affordable housing, previously a strong segment, has seen a steep decline post-pandemic, with its share in total housing sales dropping to 18% in 2024 from 38% in 2019. Supply has also reduced from 40% in 2019 to 16% in 2024 across key cities. To address this, industry leaders propose several measures.

Reinstating the Credit-Linked Subsidy Scheme under PMAY would support first-time buyers, while reviving the 100% tax holiday for developers under Section 80-IBA could incentivize supply. Additionally, revising the definition of affordable housing by increasing the price cap—up to INR 85 lakh in Mumbai and INR 60-65 lakh in other metros—would help more buyers benefit from lower GST and subsidies. The scarcity of urban land remains a critical challenge, and the government could consider allocating centrally administered land for affordable projects. In 2024, housing sales and new launches in major cities saw a slight dip due to elections, but targeted incentives could drive a strong recovery in 2025, helping the sector regain its 2023 peak.



**THE INDIAN EXPRESS****Date: 02.02.2025****Odisha allows registration of pre-RERA apartments**

The Housing and Urban Development (H&UD) department of Odisha has allowed the registration of apartments completed before February 25, 2017, the date when RERA came into effect in the state. The Revenue and Disaster Management department will issue necessary instructions to registration officers to facilitate this process. The move addresses difficulties faced by apartment owners in registering sale and transfer deeds due to ambiguities in the Odisha Apartment (Ownership and Management) Act 2023. Officials noted that misconceptions about the Act's retrospective effect have led to inconsistencies in registration decisions. To resolve this, the government clarified that registration authorities cannot deny registration based on the 2023 Act if the apartment was completed before RERA's implementation. H&UD Minister Krushna Chandra Mahapatra stated that this decision will provide relief to home buyers and that the government plans to introduce laws for selling part plots. CREDAI Odisha emphasized the need for clarity on project completion and pending occupancy certificates.

**THE INDIAN EXPRESS****Date: 08.02.2025****Sell assets of firm's directors to recover homebuyers' dues: K-RERA Bench**

The Karnataka Real Estate Regulatory Authority (K-RERA) has ordered the seizure of personal assets of seven past and present directors of Ozone Urbana Infra Developers Pvt Ltd to compensate homebuyers of the Ozone Urbana project in Devanahalli. Despite previous K-RERA orders, the builder failed to pay the dues. The ruling, issued in response to complaints from homebuyers Vinod Kumar and Parul Chaudhary, emphasized lifting the corporate veil to hold directors accountable. The responsible directors include Vasudevan Sathyamoorthy, Priya Vasudevan, Sathya Moorthy Sai Prasad, Rajeev Bhandari, Srinivasan Gopalan, Durbhakular Vamsi Sai, and Seewaoosagar Nemchand. Ozone Urbana was listed as a top defaulter by K-RERA, accused of double-selling 65 flats, causing ownership disputes. Rohit Patel, a homebuyer, expressed hope that the liquidation of directors' assets would ensure rightful compensation. This verdict marks a significant step in protecting homebuyers' rights.

**THE ECONOMIC TIMES****Date: 10.02.2025****Suraksha Group-controlled Jaypee Infra gets RERA registration revalidation for 7 stalled projects**

Suraksha Group-controlled Jaypee Infratech Ltd (JIL) has secured re-validation of RERA registration for seven stalled real estate projects in Delhi-NCR, covering over 10,000 units. This move will accelerate construction and enable easier home loan access for buyers. The projects include Jaypee Greens Klassic - D, Kosmos - A (Phase II), Kosmos - C, Kensington Boulevard Apartments, Kasa Isles, Krescent Homes, and Pebble Court. Deliveries are planned in phases starting December 2025.

JIL's insolvency process began in August 2017, initiated by IDBI Bank-led lenders. Suraksha Group won the bid to acquire JIL, with the NCLAT approving the resolution in May 2024. The group must pay Rs 1,334 crore to YEIDA as farmers' compensation. Following the takeover, Suraksha has started injecting funds and preparing for construction, benefiting around 20,000 homebuyers.

To complete nearly 160 stalled towers, an investment of Rs 6,500-7,000 crore is required. In its resolution plan, Suraksha Group offered lenders over 2,500 acres of land and Rs 1,300 crore via non-convertible debentures. Lenders had submitted claims of Rs 9,783 crore. Re-validation of RERA registration for other JIL projects is in progress.

## **NAREDCO**

**Date: 11.02.2025**

### **Nextgen Conclave 2025**

The Nextgen Conclave 2025 is an exclusive initiative designed to inspire and empower emerging leaders in India's real estate sector. It provides a platform for young visionaries, industry disruptors, and decision-makers to collaborate, exchange ideas, and develop actionable strategies for sustainable and inclusive growth. A key session, **\*\*Real Estate 2030: Shaping Tomorrow's Skylines\*\***, explores the role of technology in urban planning, changing consumer preferences, and the growth of Tier II and Tier III cities, including smart cities, integrated townships, and green real estate. Another session, **\*\*Impact of Budget 2025 on Real Estate\*\***, examines key reforms, incentives for affordable housing, taxation changes, policies driving infrastructure investments, and government funding opportunities. Through thought-provoking discussions and networking, the conclave aims to equip participants with insights and tools to navigate industry challenges and drive long-term transformation, shaping the future of India's real estate landscape.

## **THE TIMES OF INDIA**

**Date: 13.02.2025**

### **RERA revises fees for projects in Pink City**

Rajasthan RERA has revised its registration and standard fee structure, effective March 1. The registration fee remains Rs 5 per sq m for residential, institutional, industrial, and farmhouse categories, but the standard fee for institutional and industrial plots has been reduced from Rs 10 per sq m to Rs 5 per 50 sq m. For commercial and mixed-use categories, the standard fee has increased from Rs 5 per sq m to Rs 10 per sq m. Exemption applications for residential, commercial, and mixed-use categories will now have a reduced standard fee of Rs 4 per sq m.

Stricter penalties have been introduced for late submissions of Quarterly Progress Reports (QPRs), Completion Certificates (CCs), Occupancy Certificates (OCs), and Mortgage-Free Letters. The penalty will increase by Rs 5,000 per quarter for delayed QPRs, and a Rs 1,000 daily penalty will apply for delays beyond 45 days for CCs, OCs, and Mortgage-Free Letters issued after March 1, 2025.

Additionally, RERA has mandated that no map revision applications will be accepted unless a lapsed project is regularised. Furthermore, water supply service drawings are now compulsory

for plotted development projects, extending a requirement previously applicable only to non-plotted developments.

## **BUSINESS STANDARD**

**Date: 17.02.2025**

### **SWAMIH touches 50,000 mark as FM Sitharaman hands over keys to homebuyers**

The Special Window for Affordable and Middle Income Housing (SWAMIH) Fund has completed 50,000 homes since its launch in 2019. Finance Minister Nirmala Sitharaman handed over keys to homebuyers in Mumbai, marking this milestone. The fund, managed by SBICAP Ventures Ltd. under the Ministry of Finance, provides last-mile funding for stalled housing projects. It primarily supports affordable and middle-income housing, helping distressed homebuyers and reviving brownfield residential projects.

SWAMIH is India's largest social impact fund in real estate, structured as a Category-II AIF registered with SEBI. Beyond completing stalled projects, it also boosts credit growth in the housing sector and enhances access to home loans. SBI Ventures Ltd.'s MD and CEO, Prem Prabhakar, emphasized the government's role in ensuring thousands of families can secure their homes. This initiative not only benefits homebuyers but also contributes to economic growth by stabilizing the real estate sector.

## **THE INDIAN EXPRESS**

**Date: 20.02.2025**

### **MahaRERA website records surge in number of developers who post updates of their project information**

Maharashtra's real estate sector has significantly improved transparency, with Quarterly Progress Report (QPR) submissions rising from 0.02% in 2023 to 62% by December 2024. This surge is driven by MahaRERA's strict enforcement, including freezing project-linked bank accounts, suspending registrations, and halting flat sales for non-compliance. Previously, only 2 out of 748 projects submitted QPRs, but after the establishment of a Compliance Cell and the 'Financial Quarter-Based Project Progress Reporting System' in 2023, 11,080 developers now regularly update their reports.

Under RERA Sections 3, 4, and 11, and Order 33/2022, developers must submit QPRs quarterly, detailing construction progress and financial status through Forms 1, 2, and 3. MahaRERA's efforts, including seminars, discussions, and legal actions, have ensured better compliance. Credai-Pune Metro also plays a role by educating and assisting its members in meeting reporting obligations.

With more project details now accessible, homebuyer complaints have significantly reduced. MahaRERA's proactive approach, combined with digital advancements and industry cooperation, has strengthened accountability in the sector, making it more transparent and reliable for stakeholders. The authority's stringent measures continue to reinforce discipline among developers, ensuring timely updates and protecting homebuyers' interests.

**THE HINDUSTAN TIMES**

**Date: 20.02.2025**

**Can investors approach real estate regulator for stalled commercial projects?**

The Real Estate (Regulation and Development) Act, 2016 (RERA) is designed to protect homebuyers and promote transparency in the real estate sector, including for commercial projects under specific conditions. Legal experts emphasize that RERA ensures construction on new commercial projects can only commence after all necessary clearances are obtained. Additionally, developers must deposit sales revenues into an escrow account, using them solely for construction purposes. Recently, Karnataka RERA directed a developer to refund ₹57 lakh to a buyer for failing to complete a commercial project, PVR Pinnacle, located in North Bengaluru. The project was originally due for completion before 2022. Under Section 18 of the RERA Act, developers are required to refund amounts, along with interest and compensation, if they fail to meet agreed timelines.

**THE HINDUSTAN TIMES**

**Date: 28.02.2025**

**Mumbai real estate: Property registrations steady in February 2025, stamp duty collections rise 6%**

Mumbai's real estate market showed signs of stabilization in February 2025, with property registrations reaching 12,066, nearly matching last year's 12,056, according to the Maharashtra IGR. Stamp duty collections increased by 6% year-on-year to ₹935 crores. While registrations moderated, they consistently exceeded 10,000, reflecting strong homebuyer sentiment, economic stability, and ongoing infrastructure development.

The premium segment, particularly properties above ₹5 crore, saw a 15% annual growth, while demand for units below ₹50 lakh declined by 19%. Properties between 1,000 and 2,000 sq ft gained popularity, increasing their registration share from 8% to 13%, whereas registrations for smaller units below 500 sq ft fell from 48% to 38%, indicating a shift toward spacious homes. The Western and Central Suburbs dominated the market, accounting for 88% of registrations. The Central Suburbs saw the highest market share increase from 29% in January 2024 to 33% in January 2025, with Central and South Mumbai also gaining traction. Despite a slowdown in growth, the market remains healthy, supported by premium segment sales and infrastructure expansion.



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