

RERA TIMES

REAL ESTATE (REGULATION AND DEVELOPMENT) 2016

*Happy
Navratri*



ARTICLE ON GST
IMPLICATIONS ON REAL ESTATE

VOLUME 10 PART I JAN-FEB 2026

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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,

The editorial team of RERA Times is pleased to welcome you to the January-February 2026 edition of RERA Times. As the Indian real estate sector undergoes a profound transformation, we find ourselves at a juncture where regulatory discipline and transparency have become the hallmarks of a resilient market. This edition serves as a comprehensive gateway to the latest advancements in the field, offering a curated blend of legal analysis and strategic foresight. In an environment where informed compliance is the primary driver of institutional trust, our mission remains steadfast: to empower our readers with the professional expertise required to navigate the intricacies of the modern statutory landscape.

Festival celebrations across India during this period reflect the country's rich cultural diversity and vibrant traditions. The joyous festival of Holi brings communities together with colors, music, and festivities, symbolizing unity and the triumph of good over evil. In regions like Rajasthan, Gangaur is celebrated with great devotion, especially by women praying for marital happiness and prosperity. The arrival of Navratri marks a spiritually significant period dedicated to the worship of Goddess Durga, accompanied by fasting, rituals, and cultural performances, highlighting the deep-rooted traditions and unity in diversity across the nation.

In early 2026, the Middle East witnessed a significant escalation in regional tensions following a series of coordinated military strikes by the United States and Israel against targets in Iran. Under the codenames "Operation Epic Fury" and "Operation Roaring Lion," the strikes targeted Iranian military infrastructure, nuclear facilities, and senior leadership, leading to the reported death of Supreme Leader Ali Khamenei. In response, Tehran initiated a large-scale retaliatory campaign, deploying hundreds of ballistic missiles and drones against Israeli population centers and U.S. military installations across the Gulf. This counter-response further extended to the closure of the Strait of Hormuz, a move that has significantly disrupted global energy supplies and maritime trade. While the U.S. and Israel cited pre-emptive self-defense and the dismantling of nuclear threats as their primary objectives, Iran has condemned the actions as a violation of international sovereignty, asserting its right to defence. This ongoing confrontation marks a critical shift in global security dynamics with far-reaching economic consequences.

The recent escalation in West Asia triggered a severe global energy crisis, with the Strait of Hormuz becoming nearly impassable for commercial shipping. Indian industries, especially steel and ceramics, faced acute gas shortages as a major share of LPG imports was disrupted. India, however, demonstrated strong resilience through proactive diplomacy and strategic coordination. Under "Operation Sankalp," Indian-flagged LPG carriers Shivalik and Nanda Devi successfully navigated the volatile region with naval support and advanced navigation measures. The safe delivery of over 92,000 metric

tonnes of fuel highlights India's capability to protect its energy security during complex global disruptions.

Recent observations by the Supreme Court of India raised concerns over the functioning of the Real Estate Regulatory Authority, noting that in certain instances it appeared to protect defaulting builders rather than safeguarding homebuyers' interests. The Court emphasized that delays, weak enforcement, and lack of accountability defeat the very objective of the law. However, it also made it clear that RERA should not be shut down; instead, its implementation must be strengthened through stricter compliance, transparency, and effective regulation to ensure that the rights of allottees are fully protected and the original intent of the legislation is upheld.

The proposed India–European Union Free Trade Agreement (FTA) marks a significant step in strengthening economic ties between India and the European Union. The agreement aims to enhance bilateral trade by reducing tariffs, easing market access, and promoting investment flows across sectors such as goods, services, and digital trade. It also focuses on regulatory cooperation, intellectual property protection, and sustainable development standards. Once concluded, the FTA is expected to boost exports, create employment opportunities, and integrate India more deeply into global value chains while providing EU businesses greater access to one of the world's fastest-growing markets.

As we conclude this edition of RERA Times, we reaffirm our commitment to promoting transparency, accountability, and informed discourse within the real estate sector. Through evolving regulations and judicial developments, the need for ethical practices and stakeholder awareness remains paramount. We extend our sincere gratitude to our readers for their continued support and engagement. Wishing you all good health, professional excellence, and renewed determination as we collectively contribute towards a robust, compliant, and sustainable real estate ecosystem aligned with the nation's growth trajectory.

Wishing everyone a joyous and blessed Navratri filled with devotion, strength, and divine energy!

With Regards

CA Sanjay Ghiya

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Place: - Jaipur

Date: 23/03/2026

FROM THE CO EDITOR'S DESK...



Dear Readers,

Welcome to our latest edition, arriving at a moment when India's economic story is one of undeniable strength and forward motion. With a climbing GDP and a rock-solid fiscal foundation, the nation is reaping the rewards of deep-seated structural changes. This surge in momentum isn't just about numbers; it's building a reliable stage for long-term growth in industries like real estate and proving to investors worldwide that India's path to a powerhouse economy is well underway.

India's historic triumph in the 2026 T20 World Cup has ignited a wave of national pride, cementing its status as a global cricketing powerhouse. The team displayed remarkable grit throughout the tournament, combining explosive batting with a clinical bowling attack. In a high-stakes final, their disciplined execution under pressure proved decisive, capturing the hearts of millions. This victory not only adds another prestigious trophy to India's cabinet but also reflects the depth and relentless spirit of its modern cricketing era.

The India AI Impact Summit 2026, recently hosted at Bharat Mandapam in New Delhi, stands as a landmark moment in the global technological landscape. By convening world leaders, tech innovators, and policymakers, India has successfully shifted the international dialogue from abstract AI risks to a more pragmatic focus on "AI for All." The summit was anchored by the vision of human-centric development, emphasizing how artificial intelligence can bridge the digital divide rather than widen it. For sectors like real estate and infrastructure, the summit highlighted how AI-driven predictive analytics and sustainable urban planning can revolutionize growth. Ultimately, the event solidified India's role as a "Vishwa Bandhu," leading the charge toward a future where innovation is measured by its social impact and its ability to foster inclusive global progress.

India's real GDP growth for FY 2025-26 is estimated at 7.6%, according to the latest government data. This represents a steady advancement from the 7.1% recorded in the previous fiscal year. Growth has been bolstered by a resilient manufacturing sector, which surged by 13.3% in the third quarter, alongside strong services and rising private investment. While global energy price volatility remains a challenge, India continues to hold its position as the world's fastest-growing major economy.

The ASEAN Digital Integration Framework Action Plan (DIFAP) 2026 has reached a pivotal milestone with the formalization of the ASEAN Digital Pact. This agreement marks a transformative step toward a unified digital economy across Southeast Asia, prioritizing

seamless cross-border data flows and standardized electronic payments. By harmonizing digital regulations, the pact aims to reduce trade barriers and foster innovation in emerging technologies like AI and blockchain. This collective commitment not only strengthens regional resilience against global economic volatility but also ensures that the benefits of the digital revolution are inclusive, driving sustainable growth for businesses and consumers alike.

The 2026 Middle East conflict has triggered a systemic shock to the global economy, primarily through the functional closure of the Strait of Hormuz. As a transit point for 20% of the world's oil and LNG, this disruption has pushed Brent Crude past \$120 per barrel, reigniting global inflation fears. Beyond energy, the crisis has paralyzed critical fertilizer supply chains and forced massive maritime rerouting, significantly increasing freight and insurance costs. This "geoeconomic firestorm" threatens to shave nearly 2% off global GDP, placing import-dependent nations under severe fiscal strain while risking stagflation across Europe and Asia.

We are deeply grateful for the ongoing confidence and support of our readers. As we progress, we remain dedicated to our shared journey toward a real estate landscape defined by transparency, heightened accountability, and long-term sustainability. Together, we continue to strengthen the foundations of the industry through the transformative power of the RERA framework.

With Regards

CA Ashish Ghiya

Contact No. 9529991761

Date : 23.03.2026

ARTICLE ON GST IMPLICATIONS ON REAL ESTATE



Applicability of GST in Real Estate: Statutory Framework, Rate Structure, and Key Clarifications

The GST treatment of real estate in India is built on a clear statutory distinction. Sale of land and, subject to an important exception, sale of building is kept outside the scope of taxable supply, while renting, leasing, licensing, and construction intended for sale before completion are treated as supplies of services. This architecture flows from the combined reading of section 7 of the Central Goods and Services Tax Act, 2017 (“CGST Act”), paragraph 5 of Schedule II, and paragraph 5 of Schedule III. In substance, GST does not apply to a pure sale of land or to a completed building sold after completion, but it does apply where the transaction retains the character of an under-construction supply or a real-estate-related service.

The most important charging rule in this area is paragraph 5(b) of Schedule II, which treats as a supply of services the construction of a complex, building, civil structure or part thereof, including a building intended for sale to a buyer, except where the entire consideration is received after issuance of completion certificate, where required, or after first occupation, whichever is earlier. Accordingly, an apartment, office, or commercial unit sold during construction attracts GST, whereas a completed unit sold only after the relevant completion stage falls outside this construction-service entry. This is the doctrinal basis for the familiar distinction between under-construction property and ready-to-move-in property under GST.

Since April 1, 2019, the GST rules for residential real estate have followed a simplified “no-benefit” model. Under this regime, homebuyers pay an effective GST rate of 1% for affordable housing and 5% for all other residential properties, but developers are no longer allowed to claim Input Tax Credit (ITC) to lower their own tax costs. Additionally, common development costs—such as Transfer of Development Rights (TDR), Joint Development Agreements (JDA), and Floor Space Index (FSI)—are exempt from GST, provided they are tied to residential units that are subject to the 1% or 5% tax. Essentially, the CBIC’s 2019 policy update serves as the definitive guide for this shift, which traded higher developer flexibility for lower, fixed tax rates for the public.

Equally important is the 80% registered-procurement rule. At least 80% of the value of specified inputs and input services for the project must be procured from registered suppliers. On the shortfall, the promoter must pay GST at 18% under reverse charge. The promoter must maintain project-wise accounts to determine the shortfall and discharge the liability within the prescribed timeline.

When a main developer hires a subcontractor for tasks like plumbing or civil work, the law treats this as a "Works Contract Service" taxed at 18%. Even though the subcontractor provides both materials and labor, it is billed entirely as a service. Under the current rules, there is a significant imbalance: while the subcontractor must charge 18% GST, the developer—who only charges 1% or 5% to the final homebuyer—is strictly forbidden from claiming any Input Tax Credit. This means the GST paid to the subcontractor becomes an additional cost for the developer rather than a tax deduction. Generally, the subcontractor is responsible for paying this tax to the government directly, except in specific cases where the developer might be required to pay it under a Reverse Charge.

Taxability of Ancillary charges in Real Estate Transactions:

In addition to base consideration, developers collect various ancillary charges, the GST treatment of which depends on whether such charges form part of a composite supply or constitute independent supplies. Some of the key categories are discussed below:

Construction linked charges: If these charges are bundled as a composite supply (meaning they are part of the main agreement for the flat) they usually carry the same rate as flat which is 1% (affordable) or 5% (Non affordable).

Preferential & Utility charges: PLC paid along with the consideration for construction services (residential, commercial, or industrial) before the issuance of a Completion Certificate (CC) forms part of a Composite Supply. Since construction is the "Principal Supply," the PLC attracts the same GST rate as the construction service (i.e., 1% or 5% for residential).

Utility & Other Allied Charges

Charges for utilities and amenities are typically viewed as separate services or part of the overall "bundle" of moving into a complex.

Charge Type	GST Rate	Remarks
Electricity Meter/Connection	18%	While actual electricity consumption is exempt, the service of providing the connection/meter is taxable.
Water Connection	18%	Treated as a service provided by the developer/provider.
Clubhouse Membership	18%	Usually treated as a separate service from construction.
Car Parking	1% / 5% / 18%	If bundled with the flat sale, it follows the construction rate. If sold separately, it often attracts 18%.

GST In case of Joint development arrangements. The taxation of TDR, FSI and JDA arrangements is governed by specific provisions introduced vide Notification Nos. 4/2019

and 5/2019-Central Tax (Rate). In a Joint Development Agreement (JDA), the Transfer of Development Rights (TDR) is the core transaction where a landowner gives a builder the right to construct on their land in exchange for either a share of the area (flats) or a share of the revenue.

The GST scenario for TDR is divided into three critical phases: Exemption, Liability, and the Cap.

1. The General Rule: TDR is Taxable

Technically, TDR is considered a "service" provided by the landowner to the builder. The standard GST rate for TDR is 18%.

However, for Residential Projects, the government provides a conditional exemption to ensure that the end-buyer isn't double-taxed.

2. The Conditional Exemption

The GST on TDR is Exempt only to the extent of flats sold before the issuance of the Completion Certificate (CC) or first occupation.

- Sold Units: Since the buyer pays GST (1% or 5%) on the flat, the TDR related to those units is exempt.
- Unsold Units: TDR becomes taxable for any units that remain unsold on the date of CC.

3. Liability: Who Pays and When?

Since April 1, 2019, the liability to pay GST on TDR has shifted entirely to the Builder under the Reverse Charge Mechanism (RCM).

Scenario	Point of Taxation	Responsibility
Area Sharing JDA	Date of Completion Certificate (CC)	Builder (RCM)
Revenue Sharing JDA	Date of Completion Certificate (CC)	Builder (RCM)

4. Valuation of TDR

For the purpose of calculating tax on unsold units, the value of TDR is determined by the Market Value of the flats.

- It is calculated based on the price of the flat nearest to the date of CC charged by the builder from independent buyers.

5. The Monetary Cap (The 5% Rule)

To prevent the 18% TDR tax from becoming an unbearable burden (since builders cannot claim Input Tax Credit in residential projects), the government has placed a "Cap" or ceiling on the tax amount.

The builder pays the Lower of:

1. 18% of the TDR Value.

2. 5% of the Market Value of the unsold flats (for non-affordable) or 1% (for affordable).

Example:

- Unsold flat value at CC: ₹1 Crore.
- 18% of TDR might be ₹7 Lakhs.
- 5% Cap of Flat Value is ₹5 Lakhs.
- Builder pays: ₹5 Lakhs.

With Regards

CA Surabhi Trivedi

Contact No. 9643866781

Date : 23.03.2026a

PART-I
SUPREME COURT JUDGEMENT

Order Dated: 04th February 2026

M/S. KABRA AND ASSOCIATES & ORS

.....APPELLANT

VERSUS

REKHA RAJKUMAR HEMDEV & ORS.

.....RESPONDENT

CIVIL APPEAL NO.6936/2023

Gist: The Supreme Court of India allowed an appeal by M/s. Kabra and Associates, setting aside an NCDRC order that had deemed a consumer complaint maintainable. The respondents originally approached the Maharashtra Real Estate Regulatory Authority (MahaRERA) regarding flat refunds but later withdrew their complaint with liberty to refile. Instead, they filed a consumer complaint in 2022. The Court ruled that since the complainants chose the Act of 2016 as their remedy and committed to refiling there, they could not later opt for the Consumer Protection Act. MahaRERA retains jurisdiction despite the project's lack of registration.

The legal proceedings in Civil Appeal No. 6936/2023 before the Supreme Court of India center on the maintainability of a consumer complaint filed by Rekha and Rajkumar Hemdev against M/s. Kabra and Associates. The core issue addressed by the Court was whether the complainants, having initially elected to seek a remedy under the Real Estate (Regulation and Development) Act, 2016, could later pivot to the National Consumer Disputes Redressal Commission (NCDRC) under the Consumer Protection Act.

The dispute originated when the respondents purchased Flat Nos. 2101 and 2102 and subsequently approached the Maharashtra Real Estate Regulatory Authority, commonly known as MahaRERA. Their initial grievance, filed as Source Complaint Case No. SC10001434, alleged that the developer failed to register the building as an ongoing project under Section 3 of the Act of 2016. MahaRERA disposed of this initial complaint on May 14, 2019, ruling that M/s. Kabra and Associates was not mandatorily required to register the project under the 2016 Act. Regardless of the legal correctness of that specific finding, the Supreme Court noted that the order attained finality and remained binding between the involved parties.

Following this, the respondents filed a second complaint, CC No. 00600000057380, under Section 18 of the Act of 2016, specifically seeking a refund of the amounts paid for their flats. However, the complainants later sought to withdraw this second action. In a letter dated February 15, 2019, they informed the Authority that they had erroneously mentioned the wrong project name—identifying it as "Kabra Aurum" instead of "Kabra Vihang"—and expressed their intent to file a fresh complaint before MahaRERA regarding the unregistered project where they felt cheated. Based on this request, MahaRERA passed an order on May

15, 2019, acknowledging the withdrawal. The Authority noted that since the complainants intended to file a fresh complaint and had admitted they could not seek certain reliefs under the Act for the incorrectly named project, the current complaint would be disposed of. The order explicitly stated that the complainants might approach an appropriate forum to seek the relief they desired. Despite obtaining liberty to file a fresh complaint before the Authority, the respondents remained inactive until 2022, at which point they opted to file Consumer Complaint No. 122/2022 before the NCDRC. The NCDRC initially held on August 23, 2023, that this consumer complaint was maintainable, rejecting the preliminary objections raised by the appellants.

M/s. Kabra and Associates challenged the NCDRC's decision before the Supreme Court. Justice Sanjay Kumar and Justice K. Vinod Chandran examined the sequence of events to determine if the doctrine of election applied. The Court referenced the 3-Judge Bench decision in Ireo Grace Realtech Private Limited vs. Abhishek Khanna, which establishes that while concurrent remedies may exist, once an aggrieved party chooses to exercise one specific remedy for a cause of action, they lose the right to simultaneously or subsequently switch to the other for that same cause. The Supreme Court observed that the respondents had clearly committed themselves to the remedy available under the Real Estate (Regulation and Development) Act, 2016. By withdrawing their MahaRERA complaint with the specific liberty to file a fresh one before the same Authority, they had made a definitive choice.

Consequently, the Court ruled it was no longer open to the respondents to opt for a different remedy under the Consumer Protection Act, 2019. Addressing the respondents' concerns that MahaRERA might lack jurisdiction because the project was unregistered, the Court found such apprehensions meritless. It clarified that the 2019 order holding registration was unnecessary had already attained finality. Therefore, the lack of registration cannot be used by the developer as a shield to deny the Authority's jurisdiction or power to deal with the case under the Act of 2016. While the Court declined to comment on the three-year delay between 2019 and 2022, it allowed the appeal and set aside the NCDRC's order. The Supreme Court concluded that the consumer complaint was not maintainable, effectively directing the parties back toward the framework of the Real Estate Act.

Order Dated: 20th February 2026

PARSVNATH DEVELOPERS LTD

.....APPELLANT

VERSUS

MOHIT KHIRBAT

.....RESPONDENT

CIVIL APPEAL NO. 5289 OF 2022

Gist: The Supreme Court affirmed NCDRC orders against Parsvnath Developers for failing to hand over flats with Occupancy Certificates (OC). Rejecting the developer's reliance on one-sided contractual clauses, the Court ruled that statutory consumer protections override oppressive terms. It mandated 8% annual interest as reasonable compensation for the decade-long delay. The developer must obtain OCs and deliver possession within six months, bearing any increased stamp duty costs incurred due to the delay.

Summary of Parsvnath Developers Ltd. v. Mohit Khirbat (2026)The Supreme Court of India, in the judgment of Parsvnath Developers Ltd. v. Mohit Khirbat , addressed three conjoined civil appeals arising from orders passed by the National Consumer Disputes Redressal Commission (NCDRC). The central issue involved a decade-long delay by the appellant, Parsvnath Developers, in completing residential units and handing over lawful possession to homebuyers in the "Parsvnath Exotica" project located in Sector-53, Gurgaon. The NCDRC had originally ruled in favor of the respondents, directing the developer to complete construction, obtain the mandatory Occupancy Certificate (OC), and pay compensation in the form of 8% interest per annum from the stipulated dates of possession until the actual delivery.

The factual matrix reveals that the respondents had booked apartments between 2007 and 2011, paying nearly the entire sale consideration. Under the Flat Buyer Agreements, possession was generally expected within 36 months plus a six-month grace period. Despite these timelines and the substantial financial commitment from the buyers, the developer failed to deliver the flats. When the matter reached the NCDRC, the developer attributed the delay to external factors, including a lack of financial resources, labor shortages, and slow statutory approvals. However, the NCDRC rejected these justifications, holding that a developer cannot be granted an indefinite period to secure an Occupancy Certificate and must fulfill its obligations in a time-bound manner.

In its appeal to the Supreme Court, Parsvnath Developers contended that the NCDRC had exceeded its jurisdiction under Section 14 of the Consumer Protection Act, 1986. The appellant argued that the contractual terms, specifically Clause 10(c) of the agreement, strictly limited delay compensation to a nominal rate of Rs. 10 per square foot per month. The developer further challenged the NCDRC's direction to bear any increase in stamp duty and the awarding of litigation costs, asserting that these orders disregarded the express terms of the contract. Furthermore, the appellant claimed that the delay in obtaining the OC was

due to changes in government policy and was therefore beyond its control. The Supreme Court, led by Justice R. Mahadevan and Justice B.V. Nagarathna, dismissed these contentions. The Court clarified that the jurisdiction of consumer forums is rooted in statute rather than merely in contract. It emphasized that the Consumer Protection Act is beneficial legislation intended to protect the interests of consumers. The Court observed that while the developer charged 24% interest for delayed payments by buyers, it sought to limit its own liability for delays to a nominal amount. Such one-sided and unreasonable clauses were deemed an "unfair trade practice" under Section 2(1)(r) of the Act and were held not to be binding on the consumers or the court.

Citing established precedents like Lucknow Development Authority v. M.K. Gupta and IREO Grace Realtech, the Court reiterated that housing construction constitutes a "service" and the failure to deliver possession within the agreed timeframe is a "deficiency in service". The judgment underscored that "compensation" has a wide connotation, encompassing not just pecuniary loss but also the mental agony and harassment suffered by homebuyers who are deprived of their homes for years. The Court held that the NCDRC acted within its statutory authority to award a higher, more reasonable interest rate of 8% per annum to redress the injustice caused by the developer's persistent non-compliance.

Regarding the Occupancy Certificate, the Supreme Court was firm that offering possession without an OC is legally untenable and constitutes a deficiency in service. It noted that an OC is a statutory precondition for lawful delivery, and a purchaser cannot be forced to accept an incomplete unit on an "as is where is" basis. The record showed that despite repeated assurances and interim orders from the Court over several years, the appellant had failed to secure the necessary approvals.

Ultimately, the Supreme Court affirmed the NCDRC's orders in their entirety. For the respondents in Civil Appeal Nos. 5289 and 5290 of 2022, the developer was directed to obtain the Occupancy Certificate and hand over possession within six months, continuing the 8% interest payments until delivery. For the respondents in Civil Appeal No. 11047 of 2025, who had already taken possession under protest, the Court ordered the payment of 8% interest until the date possession was taken, along with the immediate furnishing of the OC. The Court concluded that the awarded interest, litigation costs, and the requirement for the developer to bear the increased stamp duty were fair and necessary to compensate for the long-term deprivation and financial hardship faced by the homebuyers.

PART-II
HIGH COURT JUDGEMENT
IN THE HIGH COURT OF BOMBAY

Order Dated: 23rd January 2026

ISON BUILDERS LLP

.....APPELLANT

VERSUS

OM SAI RAM COOPERATIVE HOUSING

.....RESPONDENT

CORAM: SANDEEP V. MARNE, J.

For Petitioner(s): Mr. Karl Tamboly with Mr. Rohan Savant

For Respondent(s): Mr. Prateek Seksaria, Senior Advocate with Mr. Rohit Agarwal

Gist: In the case of Ison Builders LLP vs. Om Sai Ram Cooperative Housing Society, the Bombay High Court addressed a developer's petition for interim relief against a termination notice. The Petitioner, appointed in 2014 for a redevelopment project on MCGM-owned land, sought to stay the Society's October 2025 termination of their Development Agreement. The Court found the Petitioner solely responsible for significant delays, particularly a two-year hiatus in consent verification due to failing to demonstrate financial capacity. Consequently, the Court refused to stay the termination, emphasizing that members cannot wait indefinitely for progress. However, it granted the application to appoint an arbitrator to resolve the underlying disputes.

The judgment delivered by the High Court of Judicature at Bombay on 23 January 2026, Coram Sandeep V. Marne, J., addresses a legal conflict between a developer, Ison Builders LLP, and the municipal tenants of a property owned by the Municipal Corporation of Greater Mumbai (MCGM). The Petitioner, Ison Builders LLP, sought interim measures under Section 9 of the Arbitration and Conciliation Act, 1996, to stay a termination notice issued by the First Respondent, Om Sai Ram Cooperative Housing Society (Proposed). Additionally, the Petitioner filed an application under Section 11 of the same Act for the appointment of an arbitrator to resolve disputes arising from the Development Agreement dated 22 December 2014. The factual background involves a plot of land in Lower Parel, Mumbai, which contains 28 tenanted structures inhabited by municipal tenants. These tenants, represented by Respondent Nos. 3 to 22, formed a proposed cooperative housing society to facilitate the redevelopment of their dilapidated dwellings, which are approximately 75 years old. In March 2014, the Society resolved to appoint the Petitioner as the developer, leading to the execution of a Development Agreement and a Power of Attorney later that year. Under the applicable Development Control Regulations, the redevelopment process for municipal properties requires several vital stages, most notably

inventory verification, tenancy verification, and consent verification, all of which must precede the issuance of an Annexure-2 by the MCGM.

The Petitioner contended that the significant delay in the project—which remained a non-starter for over eleven years—was primarily attributable to the MCGM and the tenants rather than any failure on their part. They argued that the initial years were consumed by complex administrative processes related to inventory and tenancy verification, further complicated by errors made by the MCGM in recording the user category of eight specific structures. Furthermore, the Petitioner claimed that the COVID-19 pandemic and the time required for the attornment of tenancies hindered progress. They characterized the Society's termination notice as malafide, alleging that it was fueled by a neighboring developer who sought to take over the project for their own gain.

Conversely, the Respondents and the MCGM argued that the Petitioner had demonstrated a gross lack of interest and financial capacity to complete the project. Evidence presented to the Court showed that the MCGM had repeatedly called upon the Petitioner to prove its financial competency through documents such as net value certificates and bank statements. The Petitioner failed to comply with these requests for over a year, leading the MCGM to officially record the redevelopment proposal as "closed" or "filed" in May 2022. Although the proposal was later revived after the Petitioner submitted the required documents in early 2023, the Court noted that the consent verification process was delayed by at least two years solely due to the Petitioner's inaction.

The Court's analysis focused on whether the Petitioner was entitled to an injunction preventing the Society from appointing a new developer. Justice Marne referenced established legal principles regarding redevelopment, noting that the rights of a developer to earn profits are subservient to the rights of society members to live in safe, reconstructed housing. The Court observed that the Petitioner's project had remained stuck at the preliminary stages for eleven years without even the demolition of existing structures.

A critical factor in the Court's decision was the discovery that the Petitioner had been negotiating with third-party developers to transfer or "sell" the project. Minutes from a General Body Meeting in August 2025 revealed that the Petitioner's representative disclosed advanced negotiations with another entity, which caused an uproar among the Society members who felt "back-stabbed". The Court interpreted these actions as a sign that the Petitioner was more interested in profiteering than in fulfilling its contractual obligations to the tenants. Additionally, reports from the MCGM indicated that the specific narrow plot posed significant planning challenges under current regulations, making the involvement of the neighboring developer a more feasible path for the Society.

Ultimately, the High Court dismissed the Section 9 Petition, refusing to stay the termination notice or grant any interim injunction. The Court held that the Petitioner failed to make out a prima facie case for equitable relief, especially given the history of defaults and the urgent need of the tenants for redevelopment. However, the Court allowed the Section 11 Application, appointing Smt. Justice Anuja Prabhudesai, a former Judge of the Bombay High Court, as the sole arbitrator to adjudicate the underlying financial and legal disputes between the parties. The findings regarding the delay and conduct of the parties were clarified as prima facie observations meant only for the interim stage and would not prejudice the final arbitration award.

PART-III

REPORTING OF CASE LAWS

RAJASTHAN REAL ESTATE APPELLATE TRIBUNAL**APPELLANT: SMT. NEELAM KAPUR****RESPONDENT: AVS CONTRACTORS PVT. LTD.****CORAM: MR. JUSTICE MADAN GOPAL VYAS, HON'BLE CHAIRPERSON
MR. YUDHISTHIR SHARMA, HON'BLE MEMBER (JUDICIAL)****DATE: 20.01.2026**

Appellant Representative: 1. Adv. Mr. Bhushan Kapur through VC 2. Adv. Mr. Abhinav Bhandar 3. Adv. Mr. Swapnil Singh

Respondent Representative: Adv. Mr. Chandra Shekhar Sinha with Mr. Dev Yadav

Gist: The Rajasthan Real Estate Appellate Tribunal, Jaipur, recently ruled on several appeals (including Appeal No. 74/2023) against AVS Contractors Pvt. Ltd. regarding the "Ozone City-2" project. The appellants, who booked units as early as 2012, sought refunds due to an eight-year completion delay. The Regulatory Authority had previously dismissed their claims, citing the project's completion in 2020. However, the Tribunal modified this order. It ruled that while the project is finished, allottees wishing to withdraw are entitled to a full refund of their deposited amounts. The promoter must also pay delay interest at 10.70% per annum from the date of each deposit until the Completion Certificate date (June 24, 2020).

This legal dispute originated from several appeals filed under Section 44 of the RERA Act, 2016, by homebuyers who had booked units in the "Ozone City-2" project as early as 2012. Many of these individuals were originally investors in a previous project, "Ozone City-1," which was abandoned due to government restrictions related to a proposed green airport, leading to their migration to the second project. The primary grievance was a significant delay in completion; while agreements promised delivery by 2015, the project faced an inordinate delay of approximately eight years. The appellants approached the Regulatory Authority seeking a full refund with interest, but their complaints were initially dismissed on April 17, 2023. The Authority ruled that because the project had received a Completion Certificate on June 24, 2020, a refund could not be granted, and instead directed the promoter to execute sale deeds and hand over possession.

Before the Appellate Tribunal, the homebuyers argued that Section 18(1)(a) of the RERA Act provides an unconditional right to a refund with interest if a promoter fails to deliver possession by the agreed date. They contended that the Authority's refusal to grant this relief based on eventual completion was a violation of their statutory rights. Furthermore, they alleged fraud, claiming the promoter registered the project in 2018 under false pretenses by stating there were no existing allottees, thereby suppressing their rights. The promoter countered by labeling the appellants "speculative investors" who initially applied for "future projects" before any plans existed. They also argued that RERA's jurisdiction is intended for pending projects and that once a Completion Certificate is issued, remedies should be sought through the Consumer Protection Act.

The Tribunal found the Regulatory Authority's decision to be flawed, noting that the promoter's failure to complete the project on time was a clear default that triggered the right to a refund under Section 18. The Tribunal emphasized that the issuance of a Completion Certificate years after the promised delivery date does not extinguish an allottee's right to withdraw from the project. It was further noted that the promoter's actions, including suppressing the list of existing allottees during RERA registration, supported the appellants' claims of mismanagement and delay.

In its final decision, the Tribunal modified the Authority's order. It ruled that allottees wishing to withdraw from the project are entitled to a full refund of their deposited amounts. Additionally, the promoter was ordered to pay delay interest at a rate of 10.70% per annum (calculated as the SBI Highest MCLR of 8.70% plus 2%) from the date of each deposit until the date the Completion Certificate was issued on June 24, 2020. The promoter was directed to comply with these refunds within 45 days of receiving the order.

APPELLANT: GOVIND KRIPA INFRATECH PVT.LTD

RESPONDENT: SANJEEV SHARDA HUF

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

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

DATE: 29.01.2026

Appellant Representative: Ms. Meenal Bhargava, Advocate

Respondent Representative: Mr. Anand Sharma, Advocate

Gist: The Rajasthan Real Estate Appellate Tribunal dismissed Govind Kripa Infratech's appeal against an order favoring Sanjeev Sharda HUF. The promoter accepted over 10% of the unit cost without executing an Agreement for Sale, violating Section 13 of the RERA Act. The Tribunal affirmed the refund of ₹11,24,000 and a ₹2,00,000 penalty, ruling that HUFs qualify as "allottees" and that builders cannot delay possession indefinitely.

The legal dispute in Appeal No. 28/2024 before the Rajasthan Real Estate Appellate Tribunal centered on a challenge by the appellant-promoter, Govind Kripa Infratech Pvt. Ltd., against an order passed by the Rajasthan Real Estate Regulatory Authority (RERA). The original complaint was filed by Sanjeev Sharda HUF, the respondent-complainant, who had booked a residential unit in the promoter's project titled "GKB GRACE" located on the Ajmer-Jaipur Expressway. The core of the grievance involved the promoter's failure to deliver possession of the unit as promised and the unauthorized collection of funds exceeding the statutory limit without executing a formal Agreement for Sale.

The factual background of the case began on April 8, 2015, when the respondent booked Unit No. A-503 by paying an initial booking amount of ₹1,00,000. While the total sale consideration for the unit was established at ₹37,00,000, the complainant ultimately deposited a total sum of ₹11,24,000 by February 12, 2018. Despite these substantial payments, no formal Agreement for Sale was ever executed between the parties. The complainant alleged that the promoter had provided verbal assurances that possession would be handed over by May 2018. When this deadline passed without the delivery of the unit, and after observing that the project's construction was not progressing according to the promised schedule, the complainant sought to withdraw from the project and requested a refund. The promoter, however, continued to demand further payments instead of addressing the refund request, leading the complainant to seek intervention from the Regulatory Authority.

The Regulatory Authority initially ruled in favor of the complainant on April 19, 2023, directing the promoter to refund the deposited amount. A subsequent rectification order issued on June 27, 2023, clarified the exact refund amount as ₹11,24,000. Critically, the Authority also imposed a penalty of ₹2,00,000 on the promoter for a "blatant violation" of Section 13 of the RERA Act, 2016, which prohibits promoters from accepting more than 10% of the sale consideration without a registered Agreement for Sale. Aggrieved by this decision, the promoter appealed to the Tribunal, raising several procedural and substantive objections, including the argument that the complainant, being an HUF (Hindu Undivided Family), should be classified as an "investor" rather than an "allottee" and was therefore not entitled to the protections of the Act.

The Appellate Tribunal, led by Chairperson Mr. Justice Madan Gopal Vyas, systematically addressed and dismissed the promoter's preliminary objections. Regarding the status of the HUF, the Tribunal referenced Section 2(d) of the RERA Act, noting that the definition of an "allottee" is broad and does not distinguish between those purchasing for residence and those labeled as "investors". The Tribunal found no merit in the claim that an HUF could not purchase a unit for its members' residence. Furthermore, the Tribunal rejected the promoter's procedural challenge regarding the issuance of notices by the Registrar, noting that the promoter had participated in the original proceedings without objection and had not shown any adverse impact on their right to a fair hearing.

On the merits of the case, the Tribunal focused on the violation of Section 13(1) and the delay in possession. It was undisputed that the promoter had accepted more than 15% of the total consideration before the RERA Act was enacted and continued to accept installments after the Act came into force and the project was registered as an "ongoing" project. The Tribunal emphasized that the RERA Act is retroactive in its operation, meaning the promoter was legally obligated to execute an Agreement for Sale once the 10% threshold was crossed. The failure to do so, while continuing to collect funds, justified the imposition of the ₹2,00,000 penalty.

Regarding the refund, the Tribunal noted that in the absence of a specific written date for possession due to the lack of an agreement, a reasonable period must be applied. Citing Supreme Court precedents, the Tribunal held that three years from the date of booking is considered a reasonable timeframe for handing over possession. Since the promoter failed to deliver the unit within this period and had not even obtained a Completion Certificate by the time the appeal was filed, the allottee's right to a refund was deemed absolute and unconditional. The Tribunal concluded that an allottee cannot be expected to wait indefinitely for a project's completion. Consequently, the Tribunal affirmed the original order, dismissed the appeal, and directed that the funds deposited by the promoter during the appeal process be handed over to the respondent.

APPELLANT: MIRUS INFRASTRUCTURE PVT. LTD.

RESPONDENT: PREETI AGARWAL

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

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

DATE: 12.02.2026

Appellant Representative: Ms. Akshita Khandelwal, Advocate

Respondent Representative: Mr. Mohit Khandelwal

Gist: The Real Estate Appellate Tribunal, Jaipur, set aside a 2023 Regulatory Authority order directing Mirus Infrastructure to refund an allottee. The Promoter appealed, claiming they had already refunded Rs.23,40,000 of the Rs.29,90,000 received, though the Allottee alleged higher payments and denied the refund's relevance to this unit. Citing unclear facts regarding the actual amounts paid and returned, the Tribunal remanded the matter for fresh adjudication, ordering the Promoter to pay Rs.10,000 in costs.

The legal dispute in Appeal No. 221/2024 before the Real Estate Appellate Tribunal in Jaipur involves Mirus Infrastructure Private Limited and an allottee, Preeti Agarwal. The case originated from a complaint filed by the allottee regarding Flat No. 401 in the "Mirus Ample" project, for which an Agreement for Sale was executed on December 28, 2016. The allottee claimed that despite paying a substantial portion of the total sale consideration of Rs. 44,86,063, the promoter failed to hand over possession by the promised deadline of December 2019. Consequently, the allottee sought a refund with interest and compensation. On February 17, 2023, the Rajasthan Real Estate Regulatory Authority passed an ex-parte order in favor of the allottee, directing a refund of the deposited amount plus interest.

The promoter challenged this decision, arguing that significant facts were suppressed during the initial proceedings. According to the promoter, the allottee had requested a cancellation of the booking as early as 2017. The promoter asserted that out of the total amount received, which they calculated as Rs. 29,90,000, they had already refunded Rs. 23,40,000 to the allottee and her husband between January 2017 and March 2018. The promoter further contended that the Regulatory Authority's calculation of the paid amount as Rs. 33,35,922 was erroneous. Furthermore, the promoter highlighted that the project was completed in 2022 and a completion certificate had been issued, which they argued should obligate the allottee to take possession rather than seek a refund.

In response, the allottee's counsel maintained that the Agreement for Sale was never cancelled. They argued that the promoter continued to raise demands and accepted loan disbursements from Tata Capital Housing Finance Ltd. as late as March 2018, which would be inconsistent with a prior cancellation. The allottee further contended that the alleged refunds mentioned by the promoter were actually credited to a joint account not operated by the allottee and likely pertained to different, independent transactions between the promoter and the allottee's husband. The allottee emphasized that they continued to pay home loan EMIs until March 2024, proving the subsistence of the allotment.

The procedural history of the case is marked by several applications for rectification and recall. After the initial ex-parte order, the promoter filed two separate applications to recall the order, both of which were dismissed by the Regulatory Authority. The first was dismissed as infructuous because an appeal had been filed, and the second was rejected on the grounds that there was no provision for a second restoration application. The Tribunal noted that these subsequent applications and the conflicting claims regarding the refund were never fully examined on their merits because the original order was passed in the promoter's absence.

Upon reviewing the records, the Appellate Tribunal found that essential facts remained unresolved. Specifically, the total amount actually deposited by the allottee and the nature of the alleged refunds—whether they were related to this specific unit or separate business dealings—were not clear from the available documents. The Tribunal observed that while the promoter provided bank statements showing transfers, it was not definitively established whose accounts received the funds or for what purpose. Because the Regulatory Authority

did not have the opportunity to hear the promoter's version of events or evaluate these financial discrepancies, the Tribunal determined that a fair adjudication was impossible without further evidence.

Ultimately, the Tribunal allowed the appeal on the condition of a Rs. 10,000 cost to be paid by the promoter to the allottee. The order dated February 17, 2023, was set aside, and the matter was remanded back to the Regulatory Authority for fresh adjudication. The promoter was directed to file a formal reply to the complaint, and both parties were ordered to appear before the Authority on February 24, 2026, to resolve the dispute with a full hearing.

APPELLANT: LALITA SONI

RESPONDENT: 1.M/S. SHREE RAM BALAJI DEVELOPERS AND INFRASTRUCTURES PVT. LTD.

2. RAJ KUMAR MATHUR

3. AUTHORITY OFFICER

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

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

DATE: 24.02.2026

Appellant Representative: Adv. Mr. Mohit Pareek

Respondent Representative: Adv. Mr. Chandra Shekhar Sinha with Mr. Dev Yadav

Gist: The Rajasthan Real Estate Appellate Tribunal dismissed Lalita Soni's appeal for a refund, ruling that since the project "Sai Angan" was completed, she must take possession. The developer was ordered to pay 11.10% annual interest for the delay from November 2021 until the possession offer.

The case of Lalita Soni & Ors. Vs. M/s. Shree Ram Balaji Developers and Infrastructures Pvt. Ltd. involved twenty consolidated appeals brought before the Rajasthan Real Estate Appellate Tribunal. The appellants were allottees of the "Sai Angan" project, a residential development in Kuchaman City, Nagaur, registered under the Prime Minister Jan Awas Yojna-2015. The core of the dispute centered on the allottees' demand for a full refund of their investments due to significant delays in the project's completion. While the developer had initially promised possession by July 2020, the expected date of delivery was later established as November 23, 2021. The allottees argued that the developer's eventual offer of possession in August 2023 was invalid because it was made after they had already filed their complaints and was based on a Completion Certificate they alleged was obtained through fraudulent means.

The developer defended the project's status, asserting that construction was fully completed and a valid Completion Certificate had been obtained on May 20, 2022, which was subsequently accepted by the RERA Authority. They further noted that the project was already functional, with over 60 families residing on the premises. The developer also cited government notifications that extended project deadlines by 12 months due to the COVID-19 pandemic, arguing that the global health crisis should be treated as a "Force Majeure" event under the RERA Act.

In its final judgment pronounced on February 24, 2026, the Appellate Tribunal upheld the Regulatory Authority's decision to deny the refund. Presiding Justice Madan Gopal Vyas ruled that granting a refund after a project has reached completion would be detrimental to the "well-being of real estate project integrity and stakeholders' equity". The Tribunal referenced Supreme Court precedent (specifically Ireo Grace Realtech Pvt. Ltd. Vs.

Abhishek Khanna) to support the principle that possession, rather than refund, is the appropriate remedy once a project is finished. Consequently, the Tribunal affirmed that the allottees must take possession of their units and pay any remaining dues. To compensate for the delay, the developer was ordered to pay interest at a rate of 11.10% per annum (calculated as the Highest MCLR + 2%) for the period spanning from the expected possession date in November 2021 until the actual offer of possession was made.

APPELLANT: 1. MANISHA MITTAL

2. SHRI KRISHAN GOPAL MITTAL

RESPONDENT: 1. SHREE RAM

2. SUMITRA

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

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

DATE: 24.02.2026

Appellant Representative: Mr. Harshal Tholia, Advocate

Respondent Representative: Mr. Rishi Raj Maheshwari

Gist: This case involves several appeals by promoter Manisha Mittal against an order by the Adjudicating Officer (AO) favoring allottees of the "Shree Krishna Residency" project. Homebuyers alleged that despite executing sale deeds and taking possession, the promoter failed to provide promised amenities, including a park, open area, gymnasium, and library. They also claimed that front setbacks were insufficient and the land was not properly converted for non-agricultural use. The AO initially awarded each complainant ₹1,000 monthly until amenities were provided, plus ₹20,000 for mental agony and litigation costs. On appeal, the Tribunal noted that while the project had completion certificates, a court-appointed commissioner found that the required 20% greenery and dedicated kids' play areas were missing. Consequently, the Tribunal affirmed the compensation but modified the order, specifically directing the promoter to build a 700-1041.20 sq. meter landscape garden within 45 days.

The legal dispute regarding the "Shree Krishna Residency" project in Sikar centered on the promoter's failure to provide essential amenities and infrastructure as promised in the original marketing materials and sale deeds. Although the allottees had already taken possession of their units and executed sale deeds between 2018 and 2022, they discovered significant discrepancies between the promised luxury features and the actual state of the project. Specifically, the homebuyers pointed out the absence of a gymnasium, a library, a dedicated kids' play area, and a properly developed landscape garden. They also raised concerns regarding technical violations, such as the front setback measuring only 7.5 meters instead of the required 15 meters, and the lack of proper land conversion for non-agricultural use.

The promoter, Manisha Mittal, contested these claims by arguing that the project had received a Completion Certificate from the Urban Improvement Trust (UIT), Sikar, and that a Resident Welfare Association (RWA) had been formed to take over maintenance. The promoter further asserted that the required greenery had been provided on the roof of a sewage treatment plant. However, the Adjudicating Officer (AO) initially ruled in favor of the allottees, awarding them monthly compensation for the missing facilities and damages for mental agony and litigation expenses.

Upon appeal, the Rajasthan Real Estate Appellate Tribunal upheld the core of the AO's findings while providing more specific directives. The Tribunal clarified that a promoter's "defect liability" under Section 14(3) of the RERA Act extends for five years after possession

is handed over, and this liability includes the obligation to provide all promised services and infrastructure. The Tribunal noted that the formation of an RWA does not absolve a promoter of the duty to build the facilities they originally marketed to attract buyers.

A critical turning point in the case was the report from a court-appointed commissioner, which revealed that the developer had provided only a small fraction of the required greenery—roughly 300 square meters instead of the 1,041 square meters mandated by the approved layout. The Tribunal dismissed the promoter's attempt to count the area above a sewage treatment plant as sufficient landscape space. In its final judgment, the Tribunal affirmed the compensation for mental agony and litigation but ordered the promoter to complete the construction of the remaining 700 square meters of greenery and the landscape garden within forty-five days, ensuring the homeowners finally received the environment they were promised.

HARYANA REAL ESTATE APPELLATE TRIBUNAL

APPELLANT: GOPAL KRISHAN ARORA HUF

RESPONDENT: EXPERION DEVELOPERS PRIVATE LTD.

CORAM: JUSTICE RAJAN GUPTA, CHAIRMAN

DR. VIRENDER PARSHAD, MEMBER (JUDICIAL)

MR. DINESH SINGH CHAUHAN, MEMBER (TECHNICAL)

DATE: 19.01.2026

Appellant Representative: Mr Shekhar Verma, Advocate

Respondent Representative: Mr.Sandeep Khunger, Advocate

Gist: The Haryana Real Estate Appellate Tribunal partially allowed Appeal No. 277 of 2022 and dismissed Appeal No. 472 of 2022. The Tribunal extended the due date of possession to December 27, 2016, by granting the promoter a 180-day grace period per the agreement. While upholding the Authority's order on delayed possession interest and refund of illegal charges, the Tribunal confirmed that the increase in super area was valid under the contract terms.

The Haryana Real Estate Appellate Tribunal, presided over by Chairman Justice Rajan Gupta along with members Dr. Virender Parshad and Mr. Dinesh Singh Chauhan, delivered its judgment on January 19, 2026, regarding cross-appeals filed by Gopal Krishan Arora HUF and Experion Developers Private Ltd.. The dispute originated from a project titled "Windchants" situated in Sector 112, Gurugram, where the allottee was assigned Unit No. 0801 in Tower WT-07. A Builder-Buyer Agreement (BBA) was executed on December 26, 2012, for a total sale consideration of Rs. 2,23,84,584, under which the allottee had paid Rs. 2,12,68,095 by early 2020. While the agreement stipulated that possession should be handed over by June 27, 2016, the occupation certificate was only granted on December 24, 2018, leading to a significant delay.

The allottee initially approached the Real Estate Regulatory Authority alleging that the promoter had unilaterally increased the unit's super area from 2650 square feet to 2802 square feet and raised additional financial demands based on this change. Furthermore, the allottee contended that the offered unit was incomplete and uninhabitable, seeking delayed possession charges from the original due date until the actual physical handover. The promoter contested these claims, asserting that the unit was ready following the receipt of the occupation certificate and that the allottee had failed to take possession despite repeated offers and outstanding dues. In the original order dated December 22, 2021, the Authority

directed the promoter to offer and handover physical possession within one month and execute the conveyance deed shortly thereafter. The promoter was ordered to pay interest for the delay at a prescribed rate of 9.30% per annum from the due date of June 27, 2016, until February 24, 2019, which accounted for the occupation certificate date plus two months. The Authority also ruled that the promoter could not charge GST as the liability had not become due by the deemed date of possession. Additionally, the promoter was directed to refund Rs. 2,34,210 collected as ad hoc charges and was strictly prohibited from charging holding charges, consistent with Supreme Court precedents.

During the appellate proceedings, an interim order was passed on January 18, 2023, requiring the allottee to deposit Rs. 10,58,001, after which the promoter was to handover possession within four weeks. Although the promoter challenged this interim direction in the Punjab and Haryana High Court, the appeal was eventually withdrawn in February 2025. Before the Tribunal, the allottee argued that the promoter continued to raise illegal demands as a precondition for possession, while the promoter maintained that the increase in super area was valid under the BBA and that they were entitled to a 180-day grace period for project completion.

Upon reviewing the material facts, the Tribunal found merit in the promoter's claim regarding the grace period. Clause 10.1 of the BBA explicitly provided for a 180-day "Grace Period" beyond the initial commitment period for unforeseen project realities. Consequently, the Tribunal modified the due date of possession from June 27, 2016, to December 27, 2016. Regarding the increase in super area, the Tribunal noted that the BBA allowed for variations in area with proportionate price adjustments. Since there was no violation of the contractual terms in this regard, the Tribunal declined to interfere with the charges related to the increased area.

Ultimately, the Tribunal partially allowed Appeal No. 277 of 2022 filed by the promoter by adjusting the possession date, while dismissing Appeal No. 472 of 2022 filed by the allottee. The directions regarding the payment of delayed possession interest were upheld, though the starting point was shifted to the revised December 2016 date. The Tribunal directed that the statutory amount of Rs. 41,08,473 deposited by the promoter during the appeal be remitted to the Authority in Gurugram for disbursement to the parties according to their legal entitlements.

APPELLANT: Wonder City Buildcon Pvt. Ltd.

RESPONDENT: 1. Mr. Sangram Keshari Sarangi

2. Mrs. Rashmibala Sarangi

3. Ms. Alaysha Sarangi

CORAM: JUSTICE RAJAN GUPTA, CHAIRMAN

DR. VIRENDER PARSHAD, MEMBER (JUDICIAL)

MR. DINESH SINGH CHAUHAN, MEMBER (TECHNICAL)

DATE: 19.01.2026

Appellant Representative: Mr. Shiwas Bajaj

Respondent Representative: Mr. Rohan Malik

Gist: On January 19, 2026, the Haryana Real Estate Appellate Tribunal dismissed an appeal by Wonder City Buildcon Pvt. Ltd. for failing to meet mandatory pre-deposit requirements under Section 43(5) of the Act. The Registry identified a deficit of Rs. 29,22,809/-. Citing Supreme Court precedent, the Tribunal ruled that appeals without the full pre-deposit—covering the total amount due to allottees—are not maintainable.

Consequently, the appeal was dismissed, and the partial deposit was remitted to the Authority for disbursement.

The legal proceedings before the Haryana Real Estate Appellate Tribunal in the matter of Wonder City Buildcon Pvt. Ltd. v. Sangram Keshari Sarangi & Ors. centered on the mandatory nature of pre-deposit requirements for promoters seeking to appeal regulatory orders. The case originated from an appeal filed by the appellant-promoter, Wonder City Buildcon Pvt. Ltd., challenging an earlier directive issued by the Haryana Real Estate Regulatory Authority, Gurugram, on August 8, 2024. In that underlying order, the Authority had directed the promoter to refund a paid-up amount of Rs. 32,95,417/- to the complainants after deducting ten percent of the sale consideration as earnest money. Additionally, the promoter was ordered to pay interest at a rate of 11% on the balance amount, calculated from the date of the cancellation letter on June 29, 2018, until the actual realization of the funds.

The appellant was granted a period of ninety days to comply with these directions, failing which they would face further legal consequences. However, instead of complying, the promoter preferred an appeal before the Tribunal. Upon filing the appeal, a significant procedural hurdle arose regarding the application of Section 43(5) of the Real Estate (Regulation and Development) Act, 2016. This specific provision stipulates that any promoter intending to appeal an order involving the return of money to an allottee must first deposit the total amount to be paid, including interest and any compensation imposed, before the appeal can be officially instituted. The Tribunal noted that the appeal filed by Wonder City Buildcon was not initially accompanied by this requisite pre-deposit.

In an attempt to address the deficiency, the appellant moved an application, identified as CM No. 1706 of 2025, asserting that the total amount they intended to deposit had been computed after the deduction of Tax Deducted at Source. Specifically, the promoter claimed to have deducted TDS amounting to Rs. 1,27,132/-. To resolve the discrepancy between the promoter's calculations and the statutory requirements, the Tribunal sought a formal report from its Registry. The OSD (Judicial) submitted a report on January 13, 2026, which concluded that the appellant was still required to deposit an additional Rs. 29,22,809/- to satisfy the pre-deposit mandate. The Registry's report clarified that it could not pre-judicate issues such as the validity of the ten percent deduction from the refundable amount during the filing stage; rather, the pre-deposit must reflect the liability fixed by the Authority in the operative part of the challenged order. The Tribunal, led by Chairman Justice Rajan Gupta alongside members Dr. Virender Parshad and Dinesh Singh Chauhan, thoroughly reviewed the Registry's findings and the arguments presented by the advocates for both parties.

The Tribunal emphasized that the obligation to make a pre-deposit is a mandatory condition precedent for the maintainability of an appeal filed by a promoter. It reaffirmed that the amount of the pre-deposit is strictly tied to the directions issued in the operative part of the Authority's order. The judges found no error in the Registry's calculation, noting that the promoter had effectively attempted to reduce their deposit based on their own interpretation of the merits of the case, which is not permissible at the institution stage. To support its strict stance, the Tribunal cited the landmark judgment of the Supreme Court of India in *M/s Newtech Promoters and Developers Pvt. Ltd. v. State of UP*.

The Tribunal highlighted that the Supreme Court had explicitly ruled that Section 43(5) of the Act does not provide any provision for the waiver or exemption of the pre-deposit. The legal rationale for this requirement is based on an "intelligible differentia" between allottees and promoters. While allottees have limited duties under the Act, promoters are burdened with several onerous obligations—including registration, adherence to sanctioned plans, and

the payment of interest and compensation—designed to protect the interests of consumers in the real estate sector. Because the promoters and allottees are distinctly identifiable separate classes, the requirement for promoters to deposit the full amount before being heard on appeal is considered a constitutional and necessary measure to ensure consumer protection.

Ultimately, the Tribunal concluded that an appeal not accompanied by the full requisite pre-deposit deserves outright dismissal. Since the appellant had only deposited Rs. 28,53,470/-, an amount significantly below the calculated requirement, the Tribunal ruled that the appeal was not maintainable. The court declined to hear the appeal on its merits, stating that the sustainability of the underlying order can only be considered if the appeal itself is found to be maintainable through compliance with financial prerequisites. Consequently, the appeal and the associated application were dismissed with no order as to costs.

Regarding the partial amount of Rs. 28,53,470/- that the appellant had already deposited, the Tribunal determined that it could not retain these funds. The Tribunal ordered that the sum, along with any accrued interest, be remitted to the Authority. These funds are to be held for eventual disbursement to the parties following the culmination of execution proceedings, subject to any applicable tax liabilities. The final order, issued on January 19, 2026, directed that copies be sent to all parties and their counsel, and that the case file be consigned to the records.

APPELLANT: HOUSING BOARD HARYANA

RESPONDENT: 1. BADRI PRASAD GUPTA

2. HARYANA REAL ESTATE REGULATORY AUTHORITY

CORAM: JUSTICE RAJAN GUPTA, CHAIRMAN

DR. VIRENDER PARSHAD, MEMBER (JUDICIAL)

MR. DINESH SINGH CHAUHAN, MEMBER (TECHNICAL)

DATE: 28.01.2026

Appellant Representative: Mr. Arvind Seth, advocate'

Mr. T.P.Singh Chauhan, Advocate,

Respondent Representative: None for Respondent

Gist: The Haryana Real Estate Appellate Tribunal dismissed an appeal by the Housing Board Haryana due to an unexcused 287-day delay in filing. The Board attributed the delay to internal bureaucratic procedures, including seeking legal opinions and appointing counsel. However, the Tribunal found the explanation insufficient, noting a lack of due diligence and a "lethargic attitude" from officials. Consequently, the application for condonation of delay was rejected, and the Board was ordered to remit pre-deposited funds to the Authority for disbursement.

The case of Housing Board Haryana versus Badri Prasad Gupta and another, adjudicated by the Haryana Real Estate Appellate Tribunal on January 28, 2026, centers on the critical legal principle of the law of limitation and the standards required for the condonation of delay. The applicant-appellant, the Housing Board Haryana, filed an appeal against an earlier order dated October 18, 2023, issued by the Haryana Real Estate Regulatory Authority (HARERA), Panchkula. This original order, which was uploaded to the Authority's website on March 28, 2024, directed the Housing Board to refund a sum of 3,07,247 to the respondent, Badri Prasad Gupta, in relation to a unit booking. A preliminary matter addressed by the Tribunal involved a typographical error in the memo of parties, where the respondent's name was incorrectly listed as Balbir Singh; the Registry was subsequently

directed to correct this to Badri Prasad Gupta. The primary focus of the proceedings was the applicant-appellant's request to condone a significant delay in filing the appeal. While the Board initially pleaded for the condonation of a 287-day delay, the respondent argued that the actual period of delay, considering the filing of the physical copy, was 344 days.

The Housing Board attempted to justify this timeline by citing various internal administrative and procedural steps. According to their submission, the case file was sent to the Delhi Development Authority (DDA) on April 22, 2024, to seek a legal opinion. Following an email request in May, the legal opinion was finally received on September 5, 2024. Thereafter, the file moved through several levels of approval, including the Chief Administrator and the Advocate General of Haryana, for the appointment of counsel. The process faced further setbacks when the initially appointed advocate declined the case for personal reasons, leading to the appointment of new counsel who eventually filed the appeal online on January 25, 2025, followed by a hard copy on March 10, 2025. Respondent Badri Prasad Gupta vehemently opposed the application, characterizing the Board's explanation as a "cooked up story" designed to mask inordinate negligence.

The respondent highlighted that the limitation period had expired on June 22, 2024, yet the Board remained inactive for months despite knowing they were well past the deadline. Specifically, the respondent pointed out that the Board waited nearly four months to receive a legal opinion and then experienced further delays of 40 days just to request the appointment of counsel. The respondent argued that the physical copy was filed 38 days after the online submission, suggesting that the Board was merely trying to "stop the clock" while still preparing necessary documentation. Furthermore, the respondent noted a complete lack of documentary evidence, such as emails or delivery proofs, to substantiate the Board's claims regarding the internal timeline. During arguments, the counsel for the Housing Board urged the Tribunal to adopt a liberal approach, citing various Supreme Court precedents to argue that parties should be allowed to contest appeals on their merits rather than being barred by technicalities.

In contrast, the respondent's counsel argued that the Housing Board, as a State entity, had conducted its business in an excessively casual and lethargic manner. They contended that such "bureaucratic lapses" and "casual indifference" do not constitute "sufficient cause" for condoning such a long delay. In its findings, the Tribunal emphasized that judicial discretion to condone delay must be exercised based on the specific facts and circumstances of each case. Referring to Supreme Court rulings, the Tribunal noted that "sufficient cause" cannot be interpreted liberally if there is evidence of negligence, inaction, or a lack of bona fides.

The Tribunal observed that the law of limitation is founded on public policy and does not grant special latitude to the State for repeated administrative failures. The Tribunal concluded that the Housing Board's explanation was neither sufficient nor justified from a legal perspective. It determined that the officers involved had failed to discharge their duties effectively and had not demonstrated the required due diligence. The 38-day gap between the online filing and the submission of the physical copy was seen as further evidence of a lack of diligence. Consequently, the Tribunal dismissed the application for condonation of delay and, by extension, dismissed the appeal itself. As a final directive, the Tribunal ordered that the pre-deposit amount made by the Board be remitted to the Authority for disbursement to the entitled parties.

APPELLANT: M/S EXPERION DEVELOPERS PRIVATE LIMITED

RESPONDENT: RAJENDRA KUMAR

CORAM: JUSTICE RAJAN GUPTA, CHAIRMAN

DR. VIRENDER PARSHAD, MEMBER (JUDICIAL)**DATE: 12.02.2026**

Appellant Representative: Mr. Kamaljeet Dahiya, Advocate

Respondent Representative: None for the present

Gist: The Haryana Real Estate Appellate Tribunal dismissed an appeal by M/s Experion Developers Private Limited against a refund order favoring Rajendra Kumar. The appellant sought a waiver of the mandatory pre-deposit, arguing the Registry miscalculated the interest by not deducting 10% earnest money first. Citing Supreme Court precedent, the Tribunal ruled that pre-deposit is an absolute requirement for promoters. Due to a Rs. 46,01,622 deficit in the deposit, the appeal was dismissed, with a one-month window for revival upon full payment.

The Haryana Real Estate Appellate Tribunal, presided over by Chairman Justice Rajan Gupta and Judicial Member Dr. Virender Parshad, delivered a significant decision on February 12, 2026, regarding an appeal and a miscellaneous application filed by M/s Experion Developers Private Limited. The matter, registered as Appeal No. 584 of 2025 and CM No. 1064 of 2025, centers on a challenge to an earlier order issued by the Haryana Real Estate Regulatory Authority, Gurugram, dated April 25, 2025. The respondent in this legal contest is Rajendra Kumar, a resident of Bangalore, Karnataka.

The core of the dispute originated from a directive issued by the Authority under Section 37 of the Real Estate (Regulation and Development) Act, 2016. In its original order, the Authority instructed the appellant promoter to refund a paid-up amount of Rs. 94,07,158 to the respondent. This refund was subject to a deduction of 10% of the total sale consideration, which amounted to Rs. 2,29,38,307, representing the earnest money. Additionally, the Authority mandated the payment of interest at a rate of 11.10% per annum, calculated based on the State Bank of India's highest marginal cost of lending rate plus 2%, as prescribed under the Haryana Real Estate Rules of 2017. This interest was to be applied to the refundable amount starting from the date of cancellation, April 27, 2017, until the actual realization of the funds. The promoter was granted a 90-day window to comply with these directions.

Upon filing the appeal against this order, the appellant promoter also submitted an application seeking a waiver regarding the calculation of the mandatory pre-deposit required under the proviso to Section 43(5) of the Act. The counsel for the appellant argued that the Tribunal's Registry had incorrectly calculated the pre-deposit amount. Specifically, the promoter contended that the Registry failed to deduct the 10% earnest money from the principal amount before calculating the accrued interest, leading to an inflated and incorrect pre-deposit requirement. According to the appellant, the interest should only have been calculated on the net refundable amount after the 10% deduction of the sale consideration had been applied.

However, the report from the Registry indicated that the total pre-deposit required from the appellant promoter was Rs. 1,79,98,161. The Registry noted that the amount actually deposited by the promoter left a significant deficit of Rs. 46,01,622. This financial gap became the focal point of the Tribunal's deliberation on the maintainability of the appeal. The Tribunal emphasized that according to established law, an appeal that is not accompanied by the full requisite pre-deposit deserves outright dismissal. Justice Rajan Gupta noted that the sustainability of the underlying challenge to the Authority's order can only be considered if the appeal is first found to be maintainable through the fulfillment of statutory deposit requirements. The Tribunal cited the landmark judgment of the Supreme Court in M/s

Newtech Promoters and Developers Pvt. Ltd. v. State of UP (2022), which clarified that the Appellate Tribunal cannot entertain an appeal from a promoter unless the mandatory pre-deposit is made. The judgment in the Newtech case, as reproduced by the Tribunal, clarifies that Section 43(5) of the Act imposes a strict obligation on promoters. When an appeal involves the return of money to an allottee, the promoter must deposit the total amount ordered to be paid, which includes the principal, interest, and any compensation, before the appeal can be officially instituted. The Tribunal further addressed the appellant's concerns regarding the perceived "onerous" nature of this requirement compared to the rights of allottees. It was noted that the legislature created a distinct classification between promoters and consumers based on "intelligible differentia" to further the Act's objective of protecting home buyers.

Consequently, there is no provision within the Act for the waiver or exemption of this pre-deposit. In light of these legal principles and the identified deficit of Rs. 46,01,622, the Tribunal found the appellant's claims regarding compliance with Section 43(5) to be untenable. The application for waiver was dismissed, and as a direct consequence, the main appeal was also dismissed for failing to meet the mandatory pre-deposit threshold. Despite the dismissal, the Tribunal provided a measure of procedural relief by granting the appellant-promoter the liberty to seek a revival of the appeal. This revival is contingent upon the promoter making the deficit pre-deposit within one month from the date of the order. The proceedings concluded with instructions to send copies of the order to the relevant parties and the Authority, followed by the consignment of the file to the records.

MAHARASHTRA REAL ESTATE APPELLATE TRIBUNAL

APPELLANT: 1. MRS. MRADULA LAIN

2. MR. JITENDRA K. JAIN

RESPONDENT: 1. AGILE REAL ESTATE PRIVATE LIMITED

**2. SHRI. MAHESH PATHAK, HON'BLE MEMBER,
MAHARERA**

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

SHRI SHRIKANT M. DESHPANDE, MEMBER (A)

DATE: 06.01.2026

Appellant Representative: Adv. Mr. Manish Gala

Respondent Representative: Adv. Ms. Smita Sharma

Gist: The Maharashtra Real Estate Appellate Tribunal allowed Misc. Application No. 736/25, condoning a 46-day delay in an appeal by Mrs. Mradula and Mr. Jitendra Jain. The applicants argued they weren't notified of the April 2025 order because communications went to former advocates. Applying a liberal construction of "sufficient cause," the Tribunal ruled the delay wasn't intentional or due to dilatory tactics. To ensure justice on merits, the Tribunal condoned the delay and disposed of the application.

The Maharashtra Real Estate Appellate Tribunal, Mumbai, presided over by Chairperson Shri S. S. Shinde and Member Shri Shrikant M. Deshpande, issued a significant order regarding the condonation of delay in the matter of Mrs. Mradula Jain and Mr. Jitendra K. Jain against Agile Real Estate Private Limited. This miscellaneous application arose from an appeal against a common order dated April 1, 2025, passed by the Maharashtra Real Estate Regulatory Authority, which had originally disposed of the applicants' complaint as infructuous. The central legal question before the Tribunal was whether the applicants had

established sufficient cause to overlook a 46-day delay in filing their appeal beyond the statutory 60-day limitation period.

The applicants explained that the statutory period for filing the appeal expired on May 31, 2025, but the actual filing did not occur until July 17, 2025. This delay was attributed to a lack of communication regarding the original order's pronouncement. The applicants noted that their complaint was initially handled by previous advocates whose email addresses were registered with MahaRERA for all official correspondence. Although the applicants changed their legal representation on August 13, 2024, the subsequent order passed on April 1, 2025, was neither pronounced in open court nor preceded by an intimation to the applicants themselves.

The applicants contended that any official notification likely reached their former counsel, who failed to inform them. Knowledge of the dismissal only surfaced on June 19, 2025, when their current advocate checked the MahaRERA complaint portal. In response, the non-applicant, Agile Real Estate Private Limited, opposed the application, arguing that the delay was inordinate and lacked a cogent or sufficient explanation. They asserted that the applicants failed to demonstrate a "sufficient cause" and that the reasons provided were ambiguous and misleading. The non-applicant emphasized that delay condonation is not a matter of right and that the applicants had not shown they were actively prevented from filing on time. Upon considering these arguments, the Tribunal focused on the principle of "sufficient cause" as a tool to advance substantial justice. The Tribunal observed that the impugned order was indeed passed without a specific date for pronouncement being mentioned when the case was reserved for orders. Furthermore, there was no evidence that the order was pronounced in open court, which deprived the applicants of a reasonable opportunity to know the outcome.

The Tribunal found the explanation regarding the change of advocates and the reliance on the online portal for discovery to be credible. Crucially, the Tribunal noted that there was no evidence of mala fide intention or dilatory tactics on the part of the applicants. Citing the landmark Supreme Court case of Collector, Land Acquisition, Anantnag vs. Mst. Katiji, the Tribunal reiterated that the law should be applied in a rational, common-sense manner. It emphasized that refusing to condone a non-deliberate delay could result in a meritorious matter being dismissed on technical grounds, thereby defeating the ends of justice. The Tribunal held that the right to appeal is a valuable statutory remedy that should not be easily extinguished by a hyper-technical view of limitation. Consequently, the Tribunal exercised its discretion to condone the 46-day delay, allowing the appeal to be decided on its merits.

APPELLANT: ROYAL PALMS (INDIA) PVT. LTD.

RESPONDENT: 1. MS. UMA VINOD MASURKAR

2. SWAPNAJA SRIKANT PATKAR

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

DR. RAJAGOPAL DEVARA, MEMBER (A)

DATE: 04.02.2026

Appellant Representative: Adv. Jinita Shah for Appellant

Respondent Representative: Respondents in person

Gist: The Maharashtra Real Estate Appellate Tribunal heard an appeal by Royal Palms (India) Pvt. Ltd. against allottees Uma Masurkar and Swapnaja Patkar. The promoter challenged a refund order, arguing lease agreements fall outside RERA jurisdiction. The Tribunal affirmed its jurisdiction, citing that "allottee" includes leasehold transfers. While upholding the order for Patkar due to lack of an Occupation

Certificate and project defects, it remanded Masurkar's case for fresh hearing following a non-disclosed settlement.

The Maharashtra Real Estate Appellate Tribunal at Mumbai, coram of Shri Shriram R. Jagtap and Dr. Rajagopal Devara, delivered this judgment on February 4, 2026, regarding Appeal No. AT006-53322/2021. The appellant, Royal Palms (India) Pvt. Ltd., challenged a common order dated June 1, 2021, passed by MahaRERA in favor of two allottees, Ms. Uma Vinod Masurkar and Swapnaja Srikant Patkar. The dispute originated from a project named "Piccadilly IV" situated on leasehold land at Borivali, which was registered with MahaRERA under registration number P51800004140. The promoter had constructed a service apartment building designated as T-16 and executed agreements for lease with the respondents. The facts of the case reveal that the promoter depicted the project as ready for occupation, which lured the complainants into booking the subject flats. Ms. Masurkar entered into an agreement on April 10, 2019, for flat number 308 for a consideration of Rs. 36,00,000, having paid a total of Rs. 42,00,000 including various charges. Ms. Patkar entered her agreement on October 31, 2018, for flat number 303 at a consideration of Rs. 27,00,000, paying a total of Rs. 30,00,000.

Although the promoter handed over physical possession in 2019, it was done without obtaining a mandatory Occupation Certificate. The allottees alleged significant deficiencies in service and uninhabitable conditions, including a flooding basement, unhygienic lobby, ceiling leakages, improper drainage, non-operational lifts, and incomplete fire safety systems. Consequently, the allottees sought either the handover of a valid Occupation Certificate and rectification of defects or a full refund with interest. During the initial proceedings before MahaRERA, the promoter failed to file a reply, claiming that the Authority did not provide sufficient opportunity during the Covid-19 period. In the appeal, the promoter raised several jurisdictional and procedural arguments. Counsel for the appellant contended that the agreements were for "lease" rather than "sale," asserting that RERA does not recognize leasehold arrangements and thus the Authority lacked jurisdiction.

Furthermore, the promoter argued that Ms. Masurkar had executed a settlement letter during the pendency of the complaint but concealed this fact from the Authority, thereby misleading the court. The Tribunal addressed the jurisdictional challenge by examining the statutory definitions under the RERA Act, 2016. It noted that the project was voluntarily registered with MahaRERA, signifying the promoter's awareness that the project fell under the Act's domain. The Tribunal specifically highlighted Section 2(d), which defines an "allottee" as a person to whom an apartment is sold, whether as freehold or leasehold. By interpreting the word "leasehold," the Tribunal concluded that lease agreements are impliedly covered under RERA.

Furthermore, a conjoint reading of Section 11(4)(c), regarding leasehold land obligations, and Section 18, which uses the phrase "as the case may be" in relation to agreements, confirmed that the Act applies to lease arrangements as well as sales. Thus, the Tribunal affirmed that the Authority held proper jurisdiction over the matter. Regarding the merits of the complaints, the Tribunal found the promoter to be a "wrongdoer" for delivering possession without an Occupation Certificate, which violated Section 11(4)(b) of the Act. It held that an allottee's right to withdraw from a project is unconditional if the promoter fails to complete the project or provide possession by the stipulated date. The Tribunal referenced the Supreme Court's ruling in *M/s Newtech Promoter and Developers Pvt. Ltd. vs. State of Uttar Pradesh*, reinforcing that the right to a refund is absolute and not dependent on unforeseen contingencies if the delay is not attributable to the allottee.

Since the promoter failed to prove any force majeure factors or that the allottees caused the delay, the refund order for Ms. Patkar was deemed justified. However, the Tribunal found merit in the promoter's submission regarding the undisclosed settlement with Ms. Masurkar. Since the promoter did not have an opportunity to place the settlement letter on record before the lower Authority, the Tribunal determined that the common order dated June 1, 2021, was unsustainable specifically regarding her complaint. The principles of natural justice required that this new material fact be adjudicated properly. In its final order, the Tribunal upheld the original order in favor of Swapnaja Patkar. Conversely, it set aside the order concerning Uma Masurkar and remanded her complaint back to the learned Authority for a fresh decision on the merits, keeping all rights and contentions open for both parties. The parties involved in the remanded case were directed to appear before the Authority on March 5, 2026, with a request to the Authority to expedite the disposal of the matter.

APPELLANT: ALOK VIMAL AGARWAL

RESPONDENT: HAGWOOD COMMERCIAL DEVELOPERS PRIVATE LIMITED

CORAM: SHRI SHRIRAM R. JAGTAP, MEMBER (J), & DR. RAJAGOPAL DEVARA, MEMBER (A)

DATE: 05.02.2026

Appellant Representative: Adv. Kapil Hirani

Respondent Representative: Adv. (Dr) Sanjay Chaturvedi

Gist: The Maharashtra Real Estate Appellate Tribunal heard appeals from allottees Alok and Sandeep Agarwal against Hagwood Commercial Developers. While the lower authority ordered a refund of the consideration amount, it denied interest claims. The Tribunal noted the developer failed to deliver possession by the 2017 deadline due to licensing delays. Ruling that allottees have an unqualified right to interest under Section 18 of the RERA Act, the Tribunal modified the order. The developer must now pay interest at the SBI MCLR plus 2%.

The Maharashtra Real Estate Appellate Tribunal, Mumbai, delivered a significant judgment on February 5, 2026, in the appeals filed by Alok Vimal Agarwal and Sandeep Vimal Agarwal against Hagwood Commercial Developers Private Limited. The case originated from a dispute regarding the project "Prozone Palms" located in Chinchbhuvan, Nagpur, where the appellants had booked flat numbers S-1206 and S-1207 respectively. The appellants initially approached the Maharashtra Real Estate Regulatory Authority (MahaRERA) seeking a refund of their consideration amount along with interest and compensation due to the developer's failure to hand over possession by the promised timeline of December 2017, which included a six-month grace period.

While the learned Authority's original order dated April 28, 2023, directed the promoter to refund the consideration amount, it notably rejected the allottees' claim for interest on those payments. The factual background reveals that the allottees had booked the flats in early 2015, following letters of intent dating back to 2013. For a total consideration of approximately Rs.46,60,210 per flat, each allottee had paid a substantial sum of Rs.38,31,411, representing more than 85% of the agreed basic price. Despite these significant payments, the respondent developer failed to meet its obligation to deliver the completed units within the specified timeframe. Consequently, the aggrieved complainants filed their legal actions in September 2021.

In response to the complaints, the developer contended that the allottees were not entitled to interest because they had supposedly failed to adhere to payment timelines, which the developer argued entitled it to recover interest at 18% on delayed payments instead. The respondent developer further raised several defenses centered on external delays and force majeure conditions. They argued that the project was hampered by the inability to renew a No Objection Certificate (NOC) from the Airport Authority of India (AAI) originally dated March 2, 2012. This regulatory hurdle reportedly led to the Nagpur Municipal Corporation delaying the issuance of an Occupation Certificate. The developer detailed a history of litigation, including writ petitions filed in the Bombay High Court, to challenge the cancellation of the Aviation NOC and the subsequent rejection of occupancy permissions. Additionally, the developer claimed that negative media coverage surrounding these issues created a financial strain, as existing buyers stopped making payments and unsold inventory became difficult to move.

During the appellate proceedings, the respondent argued that they had already complied with the lower Authority's order by refunding the principal amount in two installments in May 2023. They maintained that this refund constituted a full and final settlement, and that under the principle of estoppel, the allottees had relinquished further rights to claim interest. The developer suggested the appeal was an afterthought intended to extort more money, asserting that liability under Section 18 of the RERA Act was satisfied once the principal refund was processed as directed by the primary order. However, the Appellate Tribunal found the developer's arguments unconvincing and emphasized the protective nature of the RERA Act. The Tribunal clarified that Section 18 of the Act provides an unqualified right to allottees to seek a refund with interest if a promoter fails to give possession by the date specified in the agreement. Referencing landmark Supreme Court decisions, including *M/s Imperia Structures Ltd. vs. Anil Patni* and *M/s Newtech Promoter and Developers Pvt. Ltd. vs. State of Uttar Pradesh*, the Tribunal noted that the right to a refund on demand is an absolute right not dependent on contingencies or unforeseen events.

The Tribunal held that even if force majeure factors existed, the developer could not benefit from them because the delays were not attributable to the home buyers. The Tribunal specifically addressed the developer's claim regarding delayed payments by the allottees. It observed that the allottees had already paid a substantial portion of the consideration at the time of booking and that the developer itself admitted that media-driven negative sentiments had caused a general stoppage of payments across the project. Consequently, the Tribunal determined that the reasons for any alleged delay in installment payments could not be blamed on the appellants. The judgment underscored that since the allottees were not responsible for the project's delay, they remained eligible for the full scope of relief provided under Section 18.

Ultimately, the Tribunal concluded that the promoter had violated the provisions of the RERA Act by failing to hand over the flats as per the letters of intent and allotment. It ruled that the original order passed by the learned Authority required interference because it had unjustly denied the interest claim. The Tribunal subsequently allowed the appeals and modified the previous order. The final directive required the Respondent/Promoter to pay interest on the consideration amount from the various dates of payment until the date of realization, specifically May 20, 2023, at a rate calculated as the State Bank of India's Marginal Cost of Lending Rate (MCLR) plus 2%. The order for the refund of the principal amount was upheld, and the parties were directed to bear their own costs.

RAJASTHAN REAL ESTATE REGULATORY AUTHORITY**COMPLAINANT: 1. MUKESH KUMAR GOYAL****2. RAJENDRA PRASAD SHARMA****3. SUBODH KUMAR SRIVASTAVA****RESPONDENT: AAKRITI LANDCON PRIVATE LIMITED****CORAM: SMT. VEENU GUPTA, HON'BLE CHAIRPERSON****DATE: 19.01.2026**

Complainant Representative: Adv Mitesh Rathore

Respondent Representative: Adv Ankit Jain, CA Prateek Rawat and Adv Twinkle Lalwani,

Gist: The Rajasthan Real Estate Regulatory Authority (RERA) issued an order regarding three complaints against Aakriti Landcon Private Limited. While complainants received possession of their flats in the "Shreenath Oasis" project, the promoter failed to execute the sale deeds. The Authority reviewed a draft sale deed submitted by the complainants for execution through the RERA Registrar. However, it upheld the promoter's objections, citing improper formatting, such as labeling RERA as an "Alternative Seller" and including unnecessary litigation history. Consequently, the complainants must submit a revised draft in a standard legal format by February 6, 2026.

Detailed Summary of RERA Order: Mukesh Kumar Goyal & Others vs. Aakriti Landcon Pvt. Ltd. The Rajasthan Real Estate Regulatory Authority (RERA), Jaipur, presided over by Hon'ble Chairperson Smt. Veenu Gupta, issued a significant order on January 19, 2026, regarding three joined execution applications. These applications were filed by Mukesh Kumar Goyal, Rajendra Prasad Sharma, and Subodh Kumar Srivastava against the respondent promoter, Aakriti Landcon Private Limited. The dispute involves the group housing project "Shreenath Oasis," registered under Registration No. RAJ/P/2017/318, where the complainants had booked residential units.

The history of this litigation is characterized by a consistent failure on the part of the respondent to meet its obligations under the Agreement for Sale and the Real Estate (Regulation and Development) Act, 2016. Previous adjudications in 2022 and early 2023 established that the promoter failed to deliver possession within the stipulated period or provide a satisfactory explanation for non-compliance. Consequently, the Authority had already moved to initiate recovery proceedings through the District Collector, issuing recovery certificates for delay interest calculated at $\$SBI\ MCLR + 2\%$. Although physical possession of the flats was eventually handed over to the complainants via the RERA Registrar following an order dated August 17, 2022, the promoter persistently refused to execute and register the formal sale deeds.

In mid-2025, the complainants filed miscellaneous applications seeking the execution of these sale deeds through the Registrar of the Authority. They invoked powers under Regulation 44 of the Rajasthan Real Estate Regulatory Authority Regulations, 2024, in conjunction with Order XXI Rule 34 of the Code of Civil Procedure. While the complainants maintained they had paid the full sale consideration, the respondent promoter filed formal objections to the draft sale deed submitted for the Authority's scrutiny.

The promoter's objections focused on several technical and legal discrepancies within the draft document. Specifically, the respondent argued that naming RERA Rajasthan as an "Alternative Seller" was legally impermissible and that the inclusion of extensive litigation history in the recitals was unnecessary for a standard conveyance deed. Furthermore, the promoter claimed the draft contained vague clauses regarding possession and future rights, as well as contradictory statements describing the property as "free from all encumbrances" while simultaneously referencing active legal disputes.

Upon careful consideration, the Authority acknowledged the promoter's history of non-compliance but emphasized that a sale deed is a permanent legal document that must conform to established standards. The Authority found merit in the promoter's objections, ruling that the inclusion of the Authority as a seller and the incorporation of conditional or contradictory clauses were inconsistent with legally sound formats. As a result, the Authority allowed the objections to the limited extent of the deed's format and directed the complainants to submit a revised draft strictly following standard legal conveyance norms. The matter is scheduled for further consideration on February 6, 2026, to evaluate the revised draft for execution.

COMPLAINANT: JAIPRAKASH SHARMA

RESPONDENT: SHRI GARGI BUILDCON PVT. LTD.

CORAM: HON'BLE MEMBER: SUDHIR KUMAR SHARMA

DATE: 20.01.2026

Complainant Representative: Adv. Pranav Pareek

Respondent Representative: Adv. Yashwant Suwalka

Gist: The Rajasthan Real Estate Regulatory Authority (RERA) disposed of the complaint filed by Jaiprakash Sharma against Shri Gargi Buildcon Pvt. Ltd. regarding the "SQUARE ARCADE" project. Although the developer obtained a completion certificate in 2020, possession was delayed by five years. However, the Authority found the complainant also defaulted on payments. Consequently, both parties were denied interest claims. The respondent must provide a valid offer of possession after obtaining an occupancy certificate, and the complainant must pay the remaining ₹18,94,655.

This legal matter involves a complaint filed by Jaiprakash Sharma against Shri Gargi Buildcon Pvt. Ltd. before the Rajasthan Real Estate Regulatory Authority (RERA) in Jaipur. The dispute originated from the "SQUARE ARCADE" project, specifically concerning Unit No. C-507 on the fifth floor. The parties entered into an Agreement to Sale on May 14, 2013, for a total consideration of Rs. 32,78,029, which included development charges for parking. Under the terms of this agreement, the developer was contractually obligated to deliver physical possession of the unit by November 2015.

The complainant alleged a significant breach of contract, asserting that they had paid approximately Rs. 11,00,400 toward the unit but found the project far from completion years after the deadline. During site visits as late as 2020, the complainant observed that only one of the three planned towers had been finished. Consequently, a legal notice was issued on March 31, 2023, seeking a full refund with interest due to the project's delays and the complainant's financial needs. The complainant argued that any offer of possession would be invalid because the developer had failed to obtain a necessary occupancy certificate.

In response, the respondent developer argued that the complainant had suppressed material facts and was a chronic defaulter, claiming that Rs. 18,94,655 remained unpaid against the total sale price. The developer defended the timeline by citing force majeure events, including civil encroachments on connecting roads that hindered the mobilization of heavy machinery and the disruptions caused by the COVID-19 pandemic. Furthermore, the respondent highlighted that a completion certificate had been issued by an empanelled architect and subsequently approved by the RERA Authority on December 22, 2020. They maintained that the project was officially "COMPLETED" on the RERA website and prayed for the dismissal of the complaint.

The Authority, led by Hon'ble Member Sudhir Kumar Sharma, conducted a thorough review of the records and the status of the project on its official webpage. The investigation confirmed that while a completion certificate was approved in late 2020, this occurred roughly five years after the originally promised delivery date. Crucially, the Authority found that the respondent had indeed failed to obtain an occupancy certificate, rendering any previous offer of possession legally invalid. However, the Authority also noted that the complainant had defaulted on making timely installment payments.

Ultimately, the Authority determined that both the buyer and the developer were equally at fault for their respective delays and payment failures. As a result, the Authority ruled that neither party was entitled to claim interest for delay or non-payment against the other. The final order directed the respondent to make a valid offer of possession only after obtaining the required occupancy certificate. Simultaneously, the complainant was ordered to take possession of the unit and pay the outstanding balance of Rs. 18,94,655. The complaint was disposed of without any order as to costs, with a 45-day window provided for compliance following the uploading of the order.

COMPLAINANT: INAM BABU KHAN

RESPONDENT: RADHAKRISHNA BUILDTECH PVT. LTD.

CORAM: SMT. VEENU GUPTA, HON'BLE CHAIRPERSON

DATE: 23.01.2026

Complainant Representative: Dinesh Kumar Sharma and Adv Kartik Agarwal,

Respondent Representative: Adv Amit Changani,

Gist: The Rajasthan Real Estate Regulatory Authority (RERA), Jaipur, has ordered Radhakrishna Buildtech Pvt. Ltd. to refund Inam Babu Khan for three units in the "CORAL EVOQ" project. Despite significant payments, the promoter failed to deliver possession by the 31.07.2019 deadline. Consequently, the respondent must refund all deposited amounts with 10.80% annual interest from the expected possession date until the actual refund. All three complaints were allowed and disposed of accordingly.

The Rajasthan Real Estate Regulatory Authority (RERA), Jaipur, presided over by Hon'ble Chairperson Smt. Veenu Gupta, issued a consolidated order on January 23, 2026, regarding three separate complaints filed by Inam Babu Khan against Radhakrishna Buildtech Pvt. Ltd. The Authority decided to dispose of the cases—numbered RAJ-RERA-C-N-2024-7677, 7678, and 7679—through a common order as they shared identical facts and similar legal questions. During the proceedings, the complainant was represented by Dinesh Kumar

Sharma and Adv. Kartik Agarwal, while Adv. Amit Changani appeared for the respondent promoter.

The dispute centered on the "CORAL EVOQ" project, registered under RAJ/P/2017/252, where the complainant had booked three residential units: flats 302, 802, and 102. According to the Agreement to Sale (ATS) executed for all three units on October 8, 2018, the total sale consideration for each was set at 41,00,000/-. The complainant had made substantial payments toward these units, specifically 33,61,385/- for unit 302, 33,59,445/- for unit 802, and 43,38,100/- for unit 102. The contractually agreed date for the delivery of possession for all three flats was July 31, 2019. The complainant's case rested on the assertion that despite the passage of nearly seven years beyond the agreed deadline, the project remained incomplete and possession had not been handed over. Furthermore, the project allegedly lacked essential statutory approvals, including a Fire No Objection Certificate and water supply permission. The complainant highlighted that the promoter had previously sought an extension until March 9, 2022, which served as an admission of delay. Despite fulfilling all payment demands and continuing to pay bank EMIs, the complainant was left without the promised property, leading them to seek a full refund of their deposits along with delay interest.

The respondent promoter's defense focused on preliminary technicalities, arguing that the complaints were not maintainable due to alleged deficiencies in the pleadings. However, the Authority observed that these specific objections had already been considered and rejected in a previous order dated December 22, 2025. Even as the matter reached final adjudication, the respondent failed to provide substantive arguments on the merits of the case or offer any valid justification for the prolonged delay in project completion. Consequently, the Authority found the complainant's claims to be un rebutted and valid.

In its final determination, the Authority held that the complainant was entitled to a refund of all amounts deposited for the three units. The respondent promoter was directed to pay the refund along with interest at a prescribed rate of 10.80% per annum, which represents the highest MCLR of SBI (8.80%) plus 2%. This interest is to be calculated from the original expected possession date of July 31, 2019, until the date the actual refund is issued, excluding any applicable moratorium periods. With these clear directions, the Authority allowed all three complaints and formally disposed of the matter.

COMPLAINANT: KISHAN SONI (DECEASED) THROUGH LRS

RESPONDENT: VN BUILDTECH PVT. LTD.

CORAM: SMT. VEENU GUPTA, HON'BLE CHAIRPERSON

DATE: 09.02.2026

Complainant Representative: Adv Rishi Raj Maheshwari,

Respondent Representative: Adv Yogesh Sharma and Adv Subodhini Sharma

Gist: The Rajasthan Real Estate Regulatory Authority, led by Chairperson Venu Gupta, ruled on a complaint against VN Buildtech Pvt. Ltd. regarding the "EXCLUSIVE-444" project. The complainant paid ₹40,00,000 for a flat but never received possession, which was due by April 2018. The Authority rejected the promoter's claims of forgery regarding a ₹30,00,000 cash payment. Consequently, the

respondent must hand over possession and pay 10.80% annual interest from the expected possession date until completion.

The Rajasthan Real Estate Regulatory Authority (RERA), presided over by Chairperson Veenu Gupta, recently adjudicated a significant complaint filed by Shanti Devi against VN Buildtech Private Limited regarding the residential project "EXCLUSIVE-444" located in Jagatpura, Jaipur. The case centers on the failure of the developer to deliver a booked unit within the stipulated timeframe and the subsequent disputes regarding the validity of payments made by the homebuyer. This ruling reinforces the accountability of promoters regarding financial documentation and timely possession.

The factual background of the case began when the complainant, Shanti Devi, booked a flat in the "EXCLUSIVE-444" project. According to the terms of the agreement for sale executed between the parties, the promoter was obligated to hand over possession of the unit by April 2018. The total sale consideration for the property was approximately ₹42,72,500. The complainant asserted that she had fulfilled her financial obligations by paying a total sum of ₹40,00,000 toward the purchase. Despite this substantial investment and the lapse of several years beyond the agreed deadline, the developer failed to provide possession of the flat.

A primary point of contention in the proceedings was the nature of the payments made. While the developer acknowledged receiving ₹10,00,000 through formal banking channels, they vehemently disputed a further payment of ₹30,00,000. The complainant produced a receipt issued by the promoter acknowledging this ₹30,00,000 cash payment. However, the respondent company argued that this receipt was a forgery and that no such cash transaction had occurred. They further contended that the project had faced delays due to force majeure circumstances, including the impact of the COVID-19 pandemic and various regulatory hurdles, which they believed should exempt them from penalties.

The Authority scrutinized the evidence regarding the disputed payment. The Bench observed that the receipt for ₹30,00,000 bore the official seal and signatures of the authorized representatives of VN Buildtech. The promoter's defense relied heavily on the allegation of fraud but failed to provide substantive forensic evidence or a police investigation report to prove the receipt was forged. The Authority noted that if a promoter issues an official receipt, they cannot later disown it simply because the payment was made in cash. Consequently, the Bench upheld the validity of the full ₹40,00,000 payment, noting that the complainant had clearly established her financial contribution.

In its final determination, the Rajasthan RERA found the promoter in clear violation of the Real Estate (Regulation and Development) Act, 2016, specifically regarding the delay in possession. The Authority dismissed the promoter's plea for relief based on force majeure for the period pre-dating the pandemic, as the deadline had already passed in 2018. The Bench ordered VN Buildtech Private Limited to hand over the physical possession of the unit to the complainant immediately. Furthermore, the promoter was directed to pay interest at the rate of 10.80% per annum on the entire ₹40,00,000 from the original possession date of April 2018 until the actual date of delivery, providing significant financial relief to the aggrieved homebuyer.

COMPLAINANT: TAJ KANWAR

RESPONDENT: MANTRA LIFESTYLE HOMES PVT. LTD.

CORAM: HON'BLE MEMBER: SUDHIR KUMAR SHARMA

DATE: 10.02.2026

Complainant Representative: Adv. Anil Kumar

Respondent Representative: Adv. Rubal Tholia

Gist: The Rajasthan Real Estate Regulatory Authority (RERA) ordered Mantra Lifestyle Homes Pvt. Ltd. to deliver possession of a flat in the "UNIQUE APEX TOWERS PHASE - I" project. Despite the complainant paying 97.65% of the sale consideration by 2017, the project remained incomplete and "lapsed". The Authority directed the respondent to pay Rs. 1,039,057 in delay interest within 45 days.

The Rajasthan Real Estate Regulatory Authority (RERA) delivered a significant judgment on February 10, 2026, regarding a complaint filed by Taj Kanwar against Mantra Lifestyle Homes Pvt. Ltd.. The dispute centered on the residential project titled "UNIQUE APEX TOWERS PHASE - I", registered under number RAJ/P/2017/453. The complainant had booked Flat No. 707 in "D Tower" for a total sale consideration of Rs. 24,56,607 back in late 2015. According to the agreement for sale dated November 16, 2015, the developer was legally bound to deliver possession within five years, plus a one-year grace period, establishing a final delivery deadline of November 16, 2021.

The financial commitment from the buyer was nearly absolute, as the complainant had paid Rs. 23,98,972—representing approximately 97.65% of the total cost—by March 2017. Despite this substantial payment, the project remained incomplete over a decade after the first payment was made. In response, the developer attempted to justify the delay by citing external "force majeure" events, including the Bajri (sand) mining ban, demonetization, the introduction of GST, and the COVID-19 pandemic. The respondent also argued that the landowner should have been included as a party because sales revenue was shared in a 60:40 ratio, and claimed they would offer possession once the entire project reached completion.

Upon judicial review, the Authority found the developer's excuses largely unacceptable. While a one-year extension for COVID-19 had been previously granted, the Authority noted that factors like GST and the sand ban did not justify the extensive delay. A verification of the RERA portal revealed that the project is officially in a "LAPSED" category, with only 71% completion reported as of late 2025, despite the developer having already taken five extensions. The Authority criticized the respondent's "arrogant" attitude during the hearing and noted that the promoter appeared to be in no hurry to finish the work while still enjoying the benefits of the buyer's money.

Consequently, the Authority issued strict directions under Section 18 of the RERA Act. The developer was ordered to make a valid offer of possession only after obtaining a formal Occupancy Certificate. Furthermore, the respondent was found liable to pay interest at a rate of 10.80% per annum (SBI Highest MCLR + 2%) on the deposited amount from the expected possession date of November 17, 2021. After calculating the accrued interest and adjusting for the small remaining balance owed by the buyer, the Authority directed the developer to pay a net amount of Rs. 10,39,057 to the complainant within 45 days. Additional interest and charges are to be adjusted at the time of the final sale deed execution.

COMPLAINANT: SUO MOTO**RESPONDENT: GRJ DISTRIBUTORS AND DEVELOPERS PVT. LTD.****CORAM: SMT. VEENU GUPTA, HON'BLE CHAIRPERSON****DATE: 19.02.2026**

Complainant Representative: Adv Mohit Khandelwal,

Respondent Representative: Adv Ajay Tyagi,

Gist: The Rajasthan Real Estate Regulatory Authority (RAJ-RERA) addressed an impleadment application seeking to include landowners and directors of GRJ Distributors and Developers Pvt. Ltd. as respondents. The Authority ruled that the landowners are necessary parties because their revenue-sharing agreement and continued involvement in title conveyance categorize them as "promoters" under the RERA Act. Additionally, the directors were impleaded despite pending insolvency proceedings, as moratorium protections do not grant immunity against personal misconduct allegations.

The Rajasthan Real Estate Regulatory Authority (RAJ-RERA), Jaipur, presided over by Hon'ble Chairperson Smt. Veenu Gupta, issued a significant order on February 19, 2026, regarding an impleadment application filed under Order I Rule 10 of the Code of Civil Procedure, 1908. The application sought to add additional respondents to pending complaints against the promoter, GRJ Distributors and Developers Pvt. Ltd.. The complainants sought to implead two distinct groups: the "Landowners"—comprising Parsvnath Developers Limited, Gauresh Buildwell Private Limited, and Mrs. Nutan Jain—and the "Directors" of the promoter company, namely Mr. Ajay Singal, Mr. Ajay Kumar Gupta, and Mr. Vineet Jindal.

The complainants argued that the Landowners were not passive entities but fell under the definition of "promoter" per Section 2(zk) of the RERA Act. They highlighted a Development Agreement featuring a revenue-sharing arrangement where Landowners received over ₹90 Crores and maintained control over title conveyances. Regarding the Directors, the complainants alleged personal involvement in the siphoning of project funds and statutory non-compliance.

Both groups opposed the application. The Landowners contended they merely assigned development rights and had no role in construction or allottee dealings. The Directors argued that proceedings were barred by the moratorium under Section 14 of the Insolvency and Bankruptcy Code (IBC), following an NCLT order dated September 29, 2025. They further claimed that as the project was registered under a corporate entity, personal liability could not be fastened upon individuals without lifting the corporate veil. The Authority identified two primary issues: whether the Landowners were necessary parties and whether the Directors could be impleaded during insolvency proceedings.

On the first issue, the Authority referenced the expansive definition of "promoter" in Section 2(zk), which includes those who cause construction to be undertaken for sale. Upon reviewing the Development Agreement, the Authority found that Landowners were entitled to 29.50% of the revenue and were required to execute tripartite agreements for sale deeds. Furthermore, project approvals stood in the name of the Landowner, and they were listed as mortgagors in financing agreements. These factors established that they were not passive title holders but partners in a joint venture.

On the second issue, the Authority noted that while the IBC moratorium stays proceedings against the corporate debtor, it does not grant immunity to directors against whom independent allegations of misconduct are made. Citing Supreme Court precedents, the Authority distinguished between the "adjudicatory stage" and the "execution stage," noting that personal liability can be examined during adjudication to effectively investigate fund diversion.

Consequently, the Authority allowed the impleadment of all proposed parties, clarifying that the specific extent of their liability would be determined during final adjudication.

COMPLAINANT: RAJASTHAN PATRIKA PVT. LTD.

RESPONDENT: VN BUILDTECH PVT. LTD.

CORAM: HON'BLE MEMBER: SUDHIR KUMAR SHARMA

DATE: 24.02.2026

Complainant Representative: Adv. Parikshit Singh,

Respondent Representative: Adv Yogesh Sharma

Gist: he Rajasthan Real Estate Regulatory Authority (RERA) ruled in favor of Rajasthan Patrika Pvt. Ltd. against VN Buildtech. The complainant provided advertising services worth ₹1,30,97,000 in exchange for three flats, but the respondent failed to deliver the units. Overruling the respondent's claim that the barter was purely commercial, the Authority recognized the MoU as an "Agreement to Sale". The respondent must refund the full amount plus 10.80% annual interest.

The recent judgment by the Rajasthan Real Estate Regulatory Authority (RERA) in the matter of Rajasthan Patrika Pvt. Ltd. v. VN Buildtech Pvt. Ltd. marks a significant precedent regarding the legal standing of barter agreements within the real estate sector. The case centered on a dispute involving the non-delivery of residential units that were promised in exchange for advertising services, raising critical questions about whether such commercial arrangements fall under the protection of the Real Estate (Regulation and Development) Act, 2016.

The factual background of the case involves a Memorandum of Understanding (MoU) and a subsequent Barter Agreement entered into by the parties. Rajasthan Patrika, a prominent media house, agreed to provide advertising and media space to the respondent, VN Buildtech, for their real estate project "Exclusive 444." In exchange for these services, which were valued at approximately ₹1.31 crores, the respondent agreed to allot three specific flats to the complainant. According to the terms, the advertising services were rendered in full, effectively serving as the consideration or "payment" for the properties. However, despite the completion of the media services and the passage of the agreed timelines, the respondent failed to hand over possession of the flats or execute the necessary sale deeds.

The respondent, VN Buildtech, contested the complaint primarily on jurisdictional grounds. They argued that the transaction was a "barter" and a purely commercial contract between two corporate entities, rather than a typical buyer-seller relationship. The respondent contended that because no actual cash had changed hands, the complainant could not be classified as an "allottee" under Section 2(d) of the RERA Act. They further suggested that the MoU should be treated as a civil contract dispute rather than a regulatory matter under

RERA, implying that the media house was an investor rather than a consumer seeking housing.

However, the Authority rejected these arguments, providing a broad interpretation of the term "consideration." The Bench observed that the RERA Act does not explicitly mandate that consideration must only be paid in legal tender or cash. By providing advertising services of a documented monetary value, the complainant had fulfilled its obligation of payment. The Authority ruled that the MoU, which identified specific units and a fixed valuation, functioned as an "Agreement to Sale." Consequently, the media house was recognized as an "allottee," entitled to the same protections as any other homebuyer who had paid in cash.

In its final order, the Authority noted that the respondent had defaulted on its contractual obligations and had utilized the complainant's services to promote its project without delivering the promised units. To rectify this, RERA directed VN Buildtech to refund the entire principal amount of ₹1,30,97,000. Furthermore, the Authority ordered the respondent to pay interest at the rate of 10.80% per annum (SBI Highest MCLR + 2%) from the date the payments were deemed to have been made through the services rendered. This judgment reinforces the principle that RERA's jurisdiction extends to all forms of valid legal consideration, ensuring that developers cannot evade accountability by structuring transactions as barter deals.

COMPLAINANT: 1. BISHAN SINGH

RESPONDENT: 1. SKYPEER INFRA BUILD LLP & ORS.

2. JODHPUR GOLF ESTATE

3. PUNAM RAM CHOUDHARY

4. INDIABULLS HOUSING FINANCE LTD.

CORAM: HON'BLE MEMBER: SUDHIR KUMAR SHARMA

DATE: 24.02.2026

Complainant Representative: Adv. Shankar Lal Verma

Respondent Representative: Adv. Rubal Tholia and Adv. Pradeep Sharma

Gist: The Rajasthan Real Estate Regulatory Authority (RERA) adjudicated a complaint by Bishan Singh against Skypeer Infra Build LLP regarding the stalled "UNIQUE GOLF ESTATE PHASE II" project. Although the complainant paid ₹24,17,723 (approximately 43% of the total consideration), the project reached only 34% completion by 2023, missing the March 2021 possession deadline. The promoter cited "Bajri Ban" and COVID-19 for the delay. RERA ordered the promoter to offer possession after obtaining an occupancy certificate and pay 10.80% annual interest on the deposited amount from March 16, 2021, excluding a one-year COVID-19 moratorium.

This order, issued by the Rajasthan Real Estate Regulatory Authority (RERA) in Jaipur on February 24, 2026, adjudicates a complaint filed by Mr. Bishan Singh under Section 31 of the Real Estate (Regulation and Development) Act, 2016. The dispute centers on "UNIQUE GOLF ESTATE PHASE II," a project registered under registration number RAJ/P/2017/478. The complainant sought relief against the developer, Skypeer Infra Build LLP (Respondent No. 1), the landowner, Punam Ram Choudhary (Respondent No. 3), and

the financier, Indiabulls Housing Finance Ltd. (Respondent No. 4), due to significant delays in project completion and possession.

The factual background reveals that the complainant booked Villa No. II-89 for a total consideration of ₹56,00,000, which included specific charges for clubhouse infrastructure and maintenance security. An agreement to sale was executed in September 2015, which stipulated that the project would be completed within three years, plus a one-year grace period. Crucially, Clause 19.6 of this agreement mandated a delay compensation of ₹5,000 per month if the developer failed to provide possession within the agreed timeline. By March 31, 2017, the complainant and the financier had already deposited a total of ₹24,17,723 toward the unit.

In response to the complaint, the developer raised several preliminary objections, including a claim that the project was exempt from RERA registration under the Rajasthan RERA Rules, 2017. They further argued that the delay in handing over possession was caused by factors beyond their control, such as the ban on "Bajri" (sand), demonetization, and the COVID-19 pandemic. The developer contended that the project was nearing completion and that the complainant still owed a substantial balance of ₹38,50,000. They also offered an alternative solution of refunding the deposited amount after a 10% deduction, without interest. Meanwhile, Respondent No. 4 requested to be removed from the proceedings, noting that the complainant had already closed his loan account.

The Authority's findings were based on a verified status report showing the project was in a "LAPSED" category as of July 31, 2023, following three expired extensions. Quarterly Progress Reports indicated that while the complainant had paid roughly 43% of the sale price by early 2017, the project was only 31% complete at that time and had only reached 34% completion by late 2023. The Authority noted that the developer had miserably failed to adhere to contractual obligations despite multiple extensions. It also observed that a demand letter issued by the promoter in 2023 falsely claimed the project was 70% complete when official records showed it was only 34% complete.

Ultimately, the Authority directed the respondent-promoter to make a valid offer of possession only after obtaining a valid occupancy certificate. Furthermore, the promoter was ordered to pay interest at a rate of 10.80% per annum on the deposited ₹24,17,723 from the expected possession date of March 16, 2021, until the date of a valid offer. A moratorium for the COVID-19 period (August 1, 2020, to July 31, 2021) was granted. The Authority calculated that ₹11,93,256 in accrued interest should be adjusted against the remaining balance owed by the complainant, leaving a net payable amount of ₹17,39,021 due to the respondent as of the date of the order. Compliance with these directions was mandated within 45 days.

COMPLAINANT: NAVRITI PROJECTS LLP

RESPONDENT: 1) HANUMAN RAM

2) PURAN DEVI W/O KARNA RAM

3) AAVAS Financiers Ltd. (Formerly known as AU Housing Finance Ltd.)

4) M/s. MBRR Buildcon Pvt. Ltd.,

CORAM: HON'BLE MEMBER SMT. RASHMI GUPTA

DATE: 25.02.2026

Complainant Representative: Advocate Yogesh Sharma
 Respondent Representative: Advocate Mohit Khandelwal

Gist: In the Rajasthan RERA case Navriti Projects LLP vs. Hanuman Ram, the Authority allowed the promoter to cancel the allotment of flat No. 32 in "Aavya Homes". The allottees defaulted on EMI payments to AAVAS Financiers and failed to appear for hearings. The Authority ordered the cancellation of the registered Agreement for Sale, permitted the promoter to forfeit the booking amount, and directed the Registrar to notify the Sub-Registrar for record updates.

The case of Navriti Projects LLP vs. Hanuman Ram and Others (Complaint No. RAJ-RERA-C-N-2025-8122) was adjudicated by the Rajasthan Real Estate Regulatory Authority, Jaipur, with the final order delivered on February 25, 2026. The dispute originated from an Agreement for Sale executed on May 30, 2018, for a flat in the group housing project "Aavya Homes". The complainant, acting as the promoter, sought the formal cancellation of the allotment and the forfeiture of the booking amount due to persistent defaults by the allottees, Hanuman Ram and Puran Devi.

The financial background of the case involves a total sale consideration of Rs. 10,25,000, excluding taxes. The allottees initially paid a booking amount of Rs. 1,02,500 and subsequently entered into a tripartite agreement with AAVAS Financiers Ltd. to secure a loan. While approximately 61% of the total consideration—amounting to Rs. 6,28,700—was eventually received by the promoter through both the initial payment and bank disbursements, the allottees defaulted on their monthly loan installments. Consequently, the financial institution requested the promoter to cancel the allotment and repay the outstanding loan amount as per the terms of their agreement.

During the proceedings, the allottees failed to appear or file a reply despite receiving multiple notices, leading the Authority to proceed against them ex-parte. The Authority observed that the allottees' silence and continued default indicated an inability or unwillingness to fulfill their contractual obligations. Furthermore, it was noted that under Section 19(6) of the RERA Act, allottees have a statutory duty to make timely payments in accordance with the signed agreement. The project itself was identified as being in a "Lapsed" status on the Authority's official website, with construction reported at 85% completion despite the original possession date being scheduled for 2022.

In its final decision, the Authority allowed the promoter's request to cancel the allotment for Flat No. 32, 11th floor, Block-A, LIG. The order affirmed the promoter's right to forfeit the booking amount or earnest money in line with the terms of the Agreement for Sale. To ensure the legal records reflected this change, the Registrar of the Authority was directed to notify the concerned Sub-Registrar to cancel the registered Agreement for Sale. All parties were directed to comply with the order within forty-five days of its uploading on the RERA portal, and the promoter was required to submit a compliance report shortly thereafter.

COMPLAINANT: ANJU YADAV & SANDEEP KUMAR
RESPONDENT: ASHIANA HOUSING LIMITED.
CORAM: HON'BLE MEMBER SMT. RASHMI GUPTA
DATE: 27.02.2026

Complainant Representative: Advocate Dinesh Bishnoi

Respondent Representative: Advocate Divyansh Jain

Gist: The Rajasthan Real Estate Regulatory Authority dismissed a complaint filed by Anju Yadav and Sandeep Kumar against Ashiana Housing Limited. The complainants sought a refund of Rs.5,76,979/- after their allotment was cancelled for non-payment of dues. The Authority found the project was completed on time, with the developer obtaining necessary certificates by June 2023. Since the amount paid was less than 10% of the total consideration, the developer legally forfeited the deposit per the agreement.

The complaint in the matter of Anju Yadav and Sandeep Kumar vs. Ashiana Housing Limited (Case No. RAJ-RERA-C-N-2024-6931) was filed under Section 31 of the Real Estate (Regulation and Development) Act, 2016, regarding the project 'Ashiana Amantran Phase I'. The complainants alleged that they were allotted Flat No. L-705 on September 24, 2020, for a total consideration of Rs. 66,24,800/-, and had paid an initial booking amount of Rs. 5,76,979/-. Their primary grievances involved claims of misleading advertisements regarding the project's completion date—contending the developer promised August 2023 while RERA records showed December 2023—and the subsequent cancellation of their allotment and sale of the unit to a third party without a refund. Consequently, they prayed for a refund of their deposit with interest, litigation costs, and the right to seek additional compensation.

In response, Ashiana Housing Limited argued that the complainants were chronic defaulters who failed to pay any installments beyond the initial booking amount, despite multiple demand letters and reminders issued between November 2020 and June 2021. The respondent clarified that the registered Agreement for Sale (ATS) executed on November 3, 2020, stipulated a possession date of December 2024, and that the project was actually completed ahead of schedule. They produced evidence showing that the Completion Certificate and Occupancy Certificate (OC) were obtained from an empanelled architect in June 2023. Due to the continued non-payment, the respondent cancelled the allotment in June 2021 and forfeited the deposit, asserting that since the paid amount was less than 10% of the total consideration, forfeiture was permitted under Clauses 9.3, 9.4, and 9.5 of the ATS.

The Authority, presided over by Member Smt. Rashmi Gupta, observed that the complainants failed to produce any documentary evidence to support their claims of misleading advertisements or the specific resale of the flat. Crucially, the Authority noted that while the cancellation occurred on June 21, 2021, the complaint was not filed until January 4, 2024. There was no evidence of any communication from the complainants during this two-and-a-half-year gap, leading the Authority to conclude that the complainants were well aware of the cancellation and had deliberately withheld documents that might be unfavorable to their case.

Ultimately, the Authority found that the promoter had fulfilled all legal obligations, as the project status was marked as completed with an OC issued well before the ATS deadline. It was determined that no rights of the complainants had been infringed and they had failed to prove their bona fides. Under the terms of the registered agreement, the Authority upheld

the respondent's right to forfeit the deposit because it amounted to less than 10% of the sale price. The complaint was dismissed, and the case was consigned to the records with a directive for the respondent to submit a compliance report within the specified timeframe.

ASSAM REAL ESTATE REGULATORY AUTHORITY

COMPLAINANT: SMTI RANU DUTTA

RESPONDENT: M/S DOLPHIN BUILDERS

CORAM: Mr. Binod Kumar Chetri, AJS (Retd) Member

DATE: 21.01.2026

Complainant Representative: In person.

Respondent Representative: Shri Vishal Poddar (Partner)

Gist: The Real Estate Regulatory Authority, Assam, ruled in favor of a complainant seeking possession of a commercial shop in Guwahati from M/S Dolphin Builders. Despite a 2014 agreement and full payment, the developer failed to deliver the premises. The Authority dismissed the respondent's claims regarding non-payment and structural changes, citing an inspection report that confirmed the unit's availability. It directed the respondent to handover the 374 sqft shop immediately, with the complainant paying for the additional area, adjusted against interest owed for the decade-long delay.

The Real Estate Regulatory Authority (RERA), Assam, presided over by Member Binod Kumar Chetri, issued a definitive judgment on January 21, 2026, regarding a long-standing dispute over the possession of commercial property. The case, filed by Mrs. Ranu Dutta against M/S Dolphin Builders, centered on the developer's failure to deliver a shop premises in Guwahati despite a formal agreement and full payment made over a decade ago.

The complainant entered into an agreement with the respondent on March 18, 2014, for the purchase of a 308 sqft shop, designated as Shop No. 8, located on the first floor of a building at Beltola Tiniali. The total consideration was settled at ₹10,00,000, which the complainant paid in full. Despite this, the developer failed to hand over the physical possession of the unit for several years. The complainant approached the Authority seeking an order for immediate possession and interest for the extensive delay in the project's completion.

In its defense, M/S Dolphin Builders raised several objections. The respondent claimed that the complainant had not paid the full amount and argued that the agreement was for a different, smaller room at the back of the building rather than the front-facing unit claimed by the buyer. Furthermore, the developer contended that the complainant had requested structural changes that altered the area of the shop. They also argued that the building was completed years ago and that the complainant was at fault for not taking possession earlier.

To resolve the conflicting claims regarding the existence and location of the unit, the Authority directed a spot inspection. The Town Planner of RERA Assam conducted the inspection on August 4, 2025, and submitted a detailed report. This report was instrumental in the final decision, as it confirmed that Shop No. 8 on the first floor was vacant and measured 374 sqft. The inspection also clarified that the room the respondent tried to substitute was a much smaller unit of 120 sqft located at the rear, which did not match the original agreement's description.

The Authority found the respondent's arguments regarding non-payment to be unsubstantiated by evidence. It noted that the developer had failed to fulfill its statutory obligations under the RERA Act, 2016, specifically regarding the timely delivery of property. The Authority ruled that the complainant was entitled to the specific front-facing shop she had originally booked, even though the actual measurement had increased from 308 sqft to 374 sqft due to construction variations.

Ultimately, the Authority ordered M/S Dolphin Builders to hand over immediate possession of the 374 sqft shop to Mrs. Ranu Dutta. To balance the equities regarding the additional 66 sqft of space, the Authority calculated the cost of the extra area at approximately ₹2,57,142. However, rather than requiring a fresh payment, the Authority directed that this amount be adjusted against the interest owed to the complainant for the ten-year delay. The interest was set at the SBI MCLR plus 2%, as prescribed under the Assam Real Estate Rules. This judgment underscores the Authority's commitment to ensuring developers adhere to their contractual and statutory timelines.

COMPLAINANT: SHRI BHABA KANTA NATH

RESPONDENT: M/S SUPRIYA CONSTRUCTION AND SHRI ANANTA DEV SARMA

CORAM: MR. P. K. BORTHAKUR, IAS (RETD.), CHAIRMAN

MR. BINOD KUMAR CHETRI, AJS (RETD.), MEMBER

DATE: 24.02.2026

Complainant Representative: Shri Kumaresh Das, Advocate

Respondent Representative: Shri Dipanka Gogoi, Advocate
Shri Gautam Medhi.

Gist: The Real Estate Regulatory Authority, Assam, dismissed a complaint sought to stop the demolition of unauthorized construction and compel the issuance of an occupancy certificate. The Authority ruled that the building deviated significantly from approved plans and lacked a valid construction permit. While dismissing the meritless petition, the Authority held the developer liable for damages or compensation should the Guwahati Municipal Development Authority proceed with demolition.

The Real Estate Regulatory Authority (RERA), Assam, led by Chairman P. K. Borthakur and Member Binod Kumar Chetri, delivered a judgment on February 24, 2026, dismissing a complaint filed by Shri Bhaba Kanta Nath. The case involved a dispute between a flat owner, the developer M/S Supriya Construction, and the landowner, Shri Ananta Dev Sarma, concerning unauthorized construction and the potential demolition of a residential building in Guwahati.

The complainant, who had purchased a flat in the "Supriya Residency" project, sought several reliefs from the Authority. Specifically, he requested an order to stop any demolition actions by the Guwahati Municipal Development Authority (GMDA), to compel the landowner to renew construction permissions, and to ensure the issuance of an occupancy certificate. The complainant alleged that the landowner was conspiring to have the building demolished and had failed to take the necessary administrative steps to regularize the construction.

In response, the landowner contended that the developer, M/S Supriya Construction, had grossly violated the terms of the original Power of Attorney and the sanctioned building plans. According to the landowner, the developer constructed additional floors and units beyond what was legally permitted by the GMDA. The landowner argued that since the construction was unauthorized, he could not be forced to apply for an occupancy certificate or renew permissions for an illegal structure. He maintained that the responsibility for the deviations rested solely with the developer.

The Authority's investigation revealed significant statutory non-compliance. It was established that the construction was carried out without a valid and subsisting building permit, as the original permission had expired and was never legally renewed. Furthermore, the building exhibited major deviations from the initially proposed plans. The Authority noted that under the Guwahati Municipal Regulatory framework, an occupancy certificate can only be granted if the construction strictly adheres to the approved technical specifications and safety norms. Since the building was fundamentally unauthorized, the prayer to compel the issuance of such a certificate was legally untenable.

The judgment also referenced the strict stance of the judiciary regarding illegal urban developments. The Authority cited recent Supreme Court directives emphasizing that unauthorized constructions must be dealt with strictly to maintain urban planning integrity. It concluded that it could not provide a shield against the lawful actions of municipal bodies like the GMDA when such bodies are acting to rectify planning violations.

Ultimately, the Authority dismissed the complaint, ruling it was devoid of merit. However, to protect the interest of the buyer, the order clarified the developer's liability. The Authority held that if the GMDA proceeds with the demolition of the unauthorized portions and the complainant suffers loss or damage to his property, M/S Supriya Construction is legally obligated to compensate the complainant. This decision highlights the principle that while RERA protects consumer interests, it cannot validate structures built in defiance of municipal laws.

HARYANA REAL ESTATE REGULATORY AUTHORITY

COMPLAINANT: 1. SUBHASH CHANDER KATYAL

2. RAJNI KATYAL

RESPONDENT: SKYTECH ESTATES PRIVATE LIMITED

CORAM: SH. CHANDER SHEKHAR MEMBER

DATE: 09.01.2026

Complainant Representative: Mr. Gaurav Gupta, Proxy for Mr. Gaurav Singla

Respondent Representative: Respondents already Ex-parte vide order dated 28.11.2025.

Gist: The Haryana Real Estate Regulatory Authority (HARERA), Panchkula, ruled in favor of complainants Subhash Chander Katyal and Rajni Katyal against Skytech Estates Private Limited regarding the "Merion Sky Mall" project. The Authority determined that the project was an "ongoing project" as no Completion Certificate was obtained before RERA's commencement. Finding the developer failed to deliver possession by the 2018 deadline, the Authority ordered a full refund of the ₹16,42,500 principal amount plus statutory interest, holding the respondent ex-parte for non-appearance.

The Haryana Real Estate Regulatory Authority (HARERA), Panchkula, led by Member Sh. Chander Shekhar, issued an order on January 9, 2026, in the case of Subhash Chander Katyal and Rajni Katyal versus Skytech Estates Private Limited. The complaint, filed under Section 31 of the Real Estate (Regulation and Development) Act, 2016, sought a full refund of the amount paid for a commercial unit in the "Merion Sky Mall" project in Rohtak, following the developer's failure to deliver possession within the agreed timeframe.

The complainants booked a unit in the project and paid a total sum of ₹16,42,500 between 2015 and 2017. According to the Flat Buyer's Agreement, the respondent was obligated to hand over possession of the unit by October 2018. However, the project remained incomplete long after the deadline. Despite receiving almost the entire sale consideration, the developer failed to fulfill its contractual obligations, prompting the complainants to seek a refund with interest.

A significant legal issue addressed by the Authority was whether the project fell under the jurisdiction of the RERA Act. The respondent had previously argued that the project should be exempt because it had applied for an Occupation Certificate (OC) before the Act's rules were notified. However, the Authority clarified that as per the Supreme Court's ruling in *Newtech Promoters and Developers Pvt. Ltd. vs. State of UP*, a project is considered "ongoing" if a Completion Certificate (CC) has not been issued by the time the Act commenced. The Authority emphasized that a mere application for an OC or the grant of a partial OC does not exempt a developer from RERA registration. Since "Merion Sky Mall" did not have a valid CC at the time of the Act's implementation, it was classified as an ongoing project subject to the Authority's jurisdiction.

The respondent, Skytech Estates Private Limited, failed to appear during the final stages of the proceedings and was proceeded against ex-parte on November 28, 2025. The Authority noted that the developer had not only failed to deliver the project by 2018 but had also failed to provide any valid justification for the delay. The lack of a Completion Certificate more than seven years after the promised delivery date constituted a fundamental breach of the agreement.

Under Section 18 of the RERA Act, an allottee is entitled to a full refund with interest if the promoter fails to give possession of an apartment or unit in accordance with the terms of the agreement. Consequently, the Authority ordered the respondent to refund the principal amount of ₹16,42,500 to the complainants. Additionally, the developer was directed to pay Rule 15 interest (SBI MCLR + 2%) from the dates of respective payments until the actual realization of the amount. The Authority also imposed a cost of ₹10,000 to be paid to the complainants for litigation expenses. This judgment reaffirms that developers cannot bypass RERA obligations through incomplete certification and must remain accountable for delivery timelines.

COMPLAINANT: RENU YADAV

RESPONDENT: HARYANA SHEHRI VIKAS PRADHIKARAN

CORAM: SH. CHANDER SHEKHAR MEMBER

DATE: 09.01.2026

Complainant Representative: Mr. Dev Raj, Advocate

Respondent Representative: Mr. Arvind Seth, Advocate

Gist: The Haryana Real Estate Regulatory Authority, Panchkula, ruled in favor of complainant Renu Yadav against Haryana Shehri Vikas Pradhikaran (HSVP). The dispute involved a residential plot in Faridabad where the respondent failed to provide promised development and possession for years. The Authority rejected HSVP's claim that it was exempt from RERA jurisdiction, noting that the project remained "ongoing" without a completion certificate. Consequently, the Authority directed HSVP to pay delayed possession interest and ensure the completion of all pending development works.

The Haryana Real Estate Regulatory Authority (HARERA), Panchkula, chaired by Member Sh. Chander Shekhar, delivered a significant judgment on January 9, 2026, in the case of Renu Yadav versus Haryana Shehri Vikas Pradhikaran (HSVP). The complaint was filed under Section 31 of the Real Estate (Regulation and Development) Act, 2016, regarding the delayed possession and lack of development of a residential plot in Sector 77, Faridabad.

The complainant was the successful bidder for a residential plot in an e-auction conducted by HSVP. After paying the full consideration amount and completing the necessary formalities, she expected the timely delivery of a developed plot as per the terms of the allotment. However, HSVP failed to provide physical possession with the promised infrastructure—such as roads, sewerage, and electricity—for several years. The complainant approached the Authority seeking interest for the period of delay and a direction to HSVP to complete the pending development works.

The respondent, HSVP, raised several jurisdictional objections. They argued that as a statutory body established under the Haryana Urban Development Authority Act, 1977, their activities did not fall under the purview of the RERA Act. HSVP contended that the 1977 Act was a special legislation that should prevail over RERA. Furthermore, they claimed that the project was not an "ongoing project" because the layout plans were approved and basic infrastructure was supposedly in place before RERA's commencement in 2017.

The Authority rejected these arguments, citing the overriding effect of the RERA Act. It noted that Section 88 of the RERA Act specifies that its provisions are in addition to other laws, while Section 89 explicitly states that the RERA Act shall have an overriding effect in case of inconsistencies with other state laws. The Authority clarified that HSVP falls squarely within the definition of a "promoter" under Section 2(zk) of the Act, as it develops land for the purpose of sale.

Regarding the "ongoing" status of the project, the Authority observed that a possession letter issued as late as June 2025 admitted that certain development works were still incomplete. This proved that the project was not finished prior to the Act's notification. Following the precedent set by the Supreme Court in the Newtech Case, the Authority held that since no completion certificate had been issued, the project remained under RERA's jurisdiction.

The Authority found that the delay in handing over a fully developed plot constituted a violation of the promoter's obligations. Consequently, it directed HSVP to pay delayed possession interest to the complainant at the prescribed rate (SBI MCLR + 2%) for the period starting from the date possession was due until the date a valid offer of possession is made following the completion of all development works. Additionally, HSVP was ordered

to ensure that all basic amenities and infrastructure are functional within a specific timeframe. This ruling reinforces the principle that even government development authorities are accountable under RERA for delivery timelines and infrastructural promises.

COMPLAINANT: 1. AAKARSHAK REALATORS PRIVATE LIMITED
2. PARKER INFRASTRUCTURE PRIVATE LIMITED
RESPONDENT: 1. WHITE LILY RESIDENT WELFARE ASSOCIATION
2. JAVIER MANAGEMENT SERVICES PRIVATE LIMITED
CORAM: PARNEET S SACHDEV, CHAIRMAN
NADIM AKHTAR, MEMBER
DR. GEETA RATHEE SINGH, MEMBER

DATE: 12.02.2026

Complainant Representative: Adv. Neeraj Goel

Respondent Representative: None for respondents

Gist: The Haryana Real Estate Regulatory Authority (HARERA), Panchkula, dismissed a complaint filed by Aakarshak Realtors and Parker Infrastructure against the White Lily Resident Welfare Association. The dismissal was based on non-prosecution, as the complainants failed to provide correct addresses for the respondents or evidence of service despite multiple opportunities and a 122-day delay. The Authority emphasized that such procedural indifference defeats the legislative intent of the RERA Act for expeditious adjudication, though it granted liberty to file a fresh, properly substantiated complaint.

The Haryana Real Estate Regulatory Authority (HARERA), Panchkula, led by Chairman Parneet Singh Sachdev and Members Nadim Akhtar and Dr. Geeta Rathee Singh, issued a final order on February 12, 2026, dismissing a complaint for non-prosecution. The case, filed by Aakarshak Realtors Private Limited and Parker Infrastructure Private Limited against the White Lily Resident Welfare Association and Javier Management Services Private Limited, serves as a significant procedural reminder regarding the obligations of complainants under the RERA Act.

The dispute was initially instituted under Section 31 of the Real Estate (Regulation and Development) Act, 2016. However, from the outset, the proceedings were hampered by procedural deficiencies on the part of the complainants. Specifically, the Authority noted that the complainants had failed to provide complete and accurate addresses for the respondents. This failure resulted in the official notices issued by the Authority being returned unserved, effectively stalling the adjudicatory process before it could reach the merits of the case.

During the fourth hearing of the matter, counsel for the complainants claimed that "dasti" (hand-delivered) notices had been served to the respondents. However, the Authority observed that no evidence, reports, or supporting details of this service had been filed with the registry. This lack of documentation contradicted the oral submissions made by the counsel. The Authority emphasized that a period of 122 days had elapsed since the initial filing, during which the complainants had been given multiple opportunities to rectify the address details and ensure proper service.

In its deliberation, the Authority highlighted the legislative intent behind the RERA Act. Section 29 of the Act envisages the disposal of complaints as expeditiously as possible to

provide timely relief to aggrieved parties in the real estate sector. The Authority noted that the "expeditious adjudication" mandated by law would be rendered meaningless if complainants were permitted to stall proceedings through persistent procedural non-compliance or "procedural indifference." The failure to effect service over four months was characterized not as a mere inadvertent lapse, but as a lack of seriousness in prosecuting the complaint.

The Authority further remarked that the burden of ensuring that respondents are properly brought before the Forum lies with the person or entity initiating the litigation. By failing to provide the necessary particulars to facilitate this, the complainants effectively abandoned their pursuit of the claim.

Consequently, the Authority exercised its power to dismiss the complaint for non-prosecution. To ensure that the ends of justice are not entirely foreclosed, the order clarified that the complainants remain at liberty to institute fresh proceedings in the future. However, any such new filing would be subject to the submission of correct respondent particulars and a demonstration of a bona fide intent to actively prosecute the matter. This judgment underscores that RERA is a forum for active dispute resolution and will not tolerate administrative delays caused by the parties themselves.

COMPLAINANT: VINOD GUPTA

RESPONDENT: RAS DEVELOPMENT PVT LTD

CORAM: BEFORE ADJUDICATING OFFICER, HRERA, PANCHKULA

DATE: 16.02.2026

Complainant Representative: Mr. Akshit Mittal, Advocate

Respondent Representative: Respondent already ex-parte

Gist: The Adjudicating Officer of HARERA, Panchkula, ruled in favor of complainant Vinod Gupta against RAS Development Pvt. Ltd. regarding the "RAS Residency" project. Despite the complainant paying nearly the entire sale consideration by 2013, the developer failed to deliver possession by the 2014 deadline. The Authority rejected the developer's attempt to avoid RERA jurisdiction, noting the project was ongoing without a completion certificate. Consequently, the respondent was ordered to pay delayed possession interest and litigation costs.

The Adjudicating Officer of the Haryana Real Estate Regulatory Authority (HARERA), Panchkula, delivered a significant judgment on February 16, 2026, in the case of Vinod Gupta versus RAS Development Pvt. Ltd. The complaint was filed under Section 31 of the Real Estate (Regulation and Development) Act, 2016, seeking interest and compensation for the inordinate delay in handing over possession of a residential unit in the "RAS Residency" project located in Sector-3, Karnal.

The complainant, Vinod Gupta, had booked a flat in the respondent's project and subsequently entered into a Flat Buyer's Agreement on April 12, 2012. The total sale consideration for the unit was approximately ₹32,04,500, out of which the complainant paid ₹31,43,153—nearly 98% of the total cost—by the year 2013. According to the terms of the agreement, the developer was obligated to hand over possession of the flat within 30 months from the date of the agreement, which established a deadline of October 2014. Despite the

substantial payments made by the buyer, the developer failed to complete the project or offer possession by the stipulated date.

The respondent, RAS Development Pvt. Ltd., failed to appear before the Authority despite being duly served and was consequently proceeded against ex-parte on August 7, 2025. In their absence, the Adjudicating Officer reviewed the available records and the legal standing of the project. A key issue addressed was whether the complaint was maintainable under the RERA Act, given that the agreement predated the Act's implementation in 2017.

The Authority reaffirmed that the RERA Act is "retroactive" in nature, as established by the Supreme Court in the Newtech Promoters and Developers case. Since the "RAS Residency" project had not received a Completion Certificate from the competent authority before May 1, 2017, it was classified as an "ongoing project." Therefore, the project fell squarely within the jurisdiction of RERA, and the developer remained liable for all statutory obligations, regardless of any contrary clauses in the pre-existing Flat Buyer's Agreement.

The Adjudicating Officer found that the developer had committed a fundamental breach of contract by failing to deliver the unit for over a decade. The Authority noted that when a developer receives nearly the entire sale consideration and fails to provide possession for such an extended period, the allottee is entitled to be compensated for the loss of use of their funds.

Consequently, the Authority ordered the respondent to pay delayed possession interest to the complainant at the prescribed rate (SBI MCLR + 2%) for every month of delay, starting from the promised date of possession (October 2014) until the date a valid offer of possession is made. Additionally, the developer was directed to pay ₹25,000 to the complainant to cover litigation expenses. The order emphasized that the complainant retains the right to approach the Adjudicating Officer for separate compensation regarding any further financial loss or mental agony once possession is finally handed over. This judgment underscores the principle that developers cannot escape their liability for delays by relying on the age of the contract or their own absence from legal proceedings.

MAHARASHTRA REAL ESTATE REGULATORY AUTHORITY

COMPLAINANT: PRASAD RAMKRUSHNA DESHPANDE

RESPONDENT: SUNRAJ DEVELOPERS

CORAM: SHRI. RAVINDRA DESHPANDE, MEMBER 2 MAHARERA

DATE: 13.01.2026

Complainant Representative: C.S Nilesh Awale

Respondent Representative: Advocate Lohana

Gist: MahaRERA dismissed an amendment application by Prasad Ramkrushna Deshpande seeking to implead Karad Merchant Co-operative Credit Society Ltd. as a respondent. The complainant sought to stay auction proceedings and fix joint liability on the lender alongside Sunraj Developers. The Authority ruled that the lender is neither a necessary nor proper party, as the specific unit was excluded from the auction. Since the lender had not taken over the project, the primary dispute for refund remains solely against the promoter.

The Maharashtra Real Estate Regulatory Authority (MahaRERA), Mumbai, presided over by Member Ravindra Deshpande, issued a significant order on January 13, 2026, regarding an amendment application in the case of Prasad Ramkrushna Deshpande versus Sunraj Developers. The complainant sought to implead a financial institution, M/s. Karad Merchant Co-operative Credit Society Ltd., as a second respondent and requested a stay on auction proceedings initiated by the lender.

The core of the dispute involved a residential unit in the project "Sunraj Heritage" (MahaRERA Registration No. P52700008000). The complainant had originally filed for a refund of his investment plus interest and compensation from the promoter, Sunraj Developers, due to alleged breaches of the RERA Act. However, upon learning that the lender had initiated recovery actions under the SARFAESI Act, the complainant moved an application to add the credit society as a party, arguing that the lender should be held jointly and severally liable for the refund.

The complainant's primary concern was that the lender's auction of the project assets would jeopardize his right to a refund. He argued that the lender, by exercising its rights over the project land and building, had stepped into the shoes of the promoter and should therefore be subject to the Authority's jurisdiction to protect the allottees' interests.

The credit society, appearing as the proposed respondent, strongly opposed the application. They clarified that while they had indeed initiated auction proceedings to recover outstanding dues from the promoter, the specific unit belonging to the complainant had been expressly excluded from the auction list. The lender contended that it was merely a secured creditor and not a "promoter" as defined under Section 2(zk) of the RERA Act. They argued that they had not taken over the management of the project or the physical possession of the complainant's specific unit, and therefore, no relief could be claimed against them in a RERA forum.

Upon reviewing the facts, the Authority focused on whether the lender was a "necessary or proper party" for the adjudication of the refund claim. The Authority observed that the primary dispute—the failure to complete the project and the subsequent demand for a refund—remained a matter between the allottee and the promoter.

Critically, the Authority found that since the complainant's unit was not part of the auction, his specific property rights were not being directly prejudiced by the lender's recovery actions. The order distinguished this case from others where a lender might take over a project entirely and assume the role of a promoter. Here, the credit society remained strictly a lender.

The Authority concluded that the credit society was neither necessary for the effective adjudication of the refund claim nor a proper party to be held liable for the promoter's defaults. Consequently, MahaRERA rejected the application to implead the lender and denied the prayer to stay the auction proceedings. This ruling reinforces the boundary between RERA's jurisdiction over project delivery and the legal recovery rights of financial institutions under banking laws.

COMPLAINANT: OMKAR RAVINDRA TULASKAR

RESPONDENT: SAI ESTATE CONSULTANTS PVT. LTD.

CORAM: SHRI. RAVINDRA DESHPANDE, MEMBER-II, MAHARERA

DATE: 21.01.2026

Complainant Representative: Adv. S. V. Darveshi

Respondent Representative: Adv. Makarand Raut

Gist: MahaRERA dismissed an amendment application filed by Omkar Ravindra Tulaskar seeking to implead Ravi Developers as a respondent in a project titled "Meridian Court 1." The Authority found that the original complaint had already been disposed of on January 23, 2020, based on signed consent terms between the parties. Since the matter was already legally concluded and a final order had been passed, the Authority ruled that the complaint could not be amended to add new parties.

The Maharashtra Real Estate Regulatory Authority (MahaRERA), Mumbai, presided over by Member Ravindra Deshpande, issued a final order on January 21, 2026, regarding an amendment application in the case of Omkar Ravindra Tulaskar versus Sai Estate Consultants Pvt. Ltd. The complainant sought to amend his original complaint to implead "Ravi Developers" as a second respondent, asserting that a valid contractual relationship existed between them regarding the project "Meridian Court 1."

The primary contention of the complainant was that Ravi Developers is the actual "promoter" of the project as defined under Section 2(zk) of the Real Estate (Regulation and Development) Act, 2016. The applicant argued that the amendment was necessary because the allotment letter was issued by the proposed respondent, and their inclusion was essential for a complete adjudication of the dispute on the MahaRERA portal.

The proposed respondent, Ravi Developers, strongly opposed the application on both factual and procedural grounds. They brought to the Authority's attention a critical fact: the original complaint (CC006000000100259) had already been disposed of by the Authority years prior. Specifically, on January 23, 2020, the parties had entered into signed "Consent Terms," which were accepted by MahaRERA, leading to the final disposal of the matter. The proposed respondent argued that since the case was no longer pending, there was no legal "complaint" left to amend. They further contended that the complainant was attempting to reopen a settled matter through a procedural backdoor, which is not permissible under the law.

In its deliberation, the Authority examined the legal status of a disposed-of complaint. It noted that the power to amend a pleading—while generally broad to ensure justice—is contingent upon the existence of an active proceeding. The Authority confirmed through its records that the complaint had indeed been settled and closed in early 2020 based on the mutual agreement of the parties.

MahaRERA emphasized that once a final order has been passed and the case is consigned to the records, the Authority becomes *functus officio* regarding that specific complaint, meaning its jurisdiction over the matter has been exhausted. An amendment application cannot be used as a tool to revive a dead litigation or to bypass the finality of a previous order. The Authority also noted that the complainant failed to provide sufficient legal justification or cite any precedent that would allow the addition of a party to a case that had been concluded six years prior.

Ultimately, the Authority ruled that the application to implead Ravi Developers was legally untenable because the original complaint no longer existed in the eyes of the law for the purpose of amendment. Consequently, MahaRERA rejected the application in its entirety. This decision reinforces the principle of legal finality and prevents the misuse of procedural applications to disturb settlements reached through consent terms.

COMPLAINANT: RAJ SHIVGANGA CO OP HOUSING SOCIETY LTD
RESPONDENT: RAJ ARCADES & ENCLAVES PRIVATE LIMITED
CORAM: SHRI. MAHESH PATHAK, HON'BLE MEMBER – I/MAHARERA
DATE: 04.02.2026

Complainant Representative: C. A. Mr. Dilip Agarwal

Respondent Representative: Ld.Adv. Fleur D'Souza & Ld.Adv. Yogesh Naidu

Gist: MahaRERA adjourned a complaint filed by Raj Shivganga Co-op Housing Society against Raj Arcades & Enclaves Private Limited sine die. The Society sought to declare the sale of a fitness centre unit illegal and reclaim it as a common facility. However, because the promoter is undergoing Corporate Insolvency Resolution Process (CIRP), the Section 14 IBC moratorium prohibits the continuation of legal proceedings. The Authority granted the complainant liberty to reapproach once the insolvency process concludes.

The Maharashtra Real Estate Regulatory Authority (MahaRERA), Mumbai, presided over by Hon'ble Member Shri Mahesh Pathak, issued an interim order on February 4, 2026, regarding a dispute between the Raj Shivganga Co-operative Housing Society Ltd. and the promoter, Raj Arcades & Enclaves Private Limited. The case involved a significant challenge to the characterization and sale of a specific unit within the registered project (MahaRERA Registration No. P51800008454)

The complainant society approached the Authority with several specific prayers. Primarily, the Society sought a declaration that the Agreement for Sale executed on December 18, 2020, regarding Unit No. 1404, was illegal, void ab initio, and non-est. The Society contended that the unit in question was designated as a common facility—specifically a Fitness Centre—in the original approved plans and was intended for the exclusive use of the Society's members. They alleged that the promoter had illegally converted this common amenity into a private saleable unit, thereby violating the provisions of Section 14 of the Real Estate (Regulation and Development) Act, 2016, which governs the adherence to sanctioned plans and project specifications.

During the preliminary stages of the hearing, the legal representative for the respondent promoter raised a critical jurisdictional hurdle. It was brought to the Authority's attention that Raj Arcades & Enclaves Private Limited had been admitted into the Corporate Insolvency Resolution Process (CIRP). The National Company Law Tribunal (NCLT), Mumbai Bench, had passed an order to this effect on July 12, 2022. Under the terms of the NCLT order, a moratorium was established against the corporate debtor in accordance with the provisions of the Insolvency and Bankruptcy Code (IBC).

The Authority focused its deliberation on the impact of Section 14 of the IBC on the pending RERA complaint. The IBC mandates a strict moratorium on the "institution of suits or continuation of pending suits or proceedings against the corporate debtor including

execution of any judgment, decree or order in any court of law, tribunal, arbitration panel or other authority." This statutory bar is designed to preserve the debtor's assets and ensure a unified resolution process managed by an Interim Resolution Professional (IRP).

MahaRERA observed that because the insolvency proceedings were active and the moratorium period had been formally ordered, the Authority was legally prohibited from proceeding with the adjudication of the Society's claims at this juncture. The legal bar applies even though the Society was seeking a declaration regarding common areas rather than a direct monetary refund, as the outcome of the complaint could impact the assets and management of the corporate debtor.

Consequently, the Authority ordered that the complaint be adjourned sine die. This means the proceedings are suspended indefinitely until the legal impediment is removed. The order clarified that the Society is granted liberty to reapproach MahaRERA for a decision on the merits of the case once the insolvency proceedings against the promoter are finally disposed of or the moratorium is lifted. This decision underscores the supremacy of the IBC moratorium over other regulatory adjudications during the insolvency window.

COMPLAINANT: NANDITA PRATAP SINGH

RESPONDENT: OMKAR VENTURES PVT. LTD.

CORAM: SHRI. MAHESH PATHAK, HON'BLE MEMBER – I/MAHARERA

DATE: 09.02.2026

Complainant Representative: Appeared in person

Respondent Representative: Ld. Adv. Devul Dighe

Gist: MahaRERA stayed a complaint against Omkar Ventures Pvt. Ltd. due to the commencement of Corporate Insolvency Resolution Process (CIRP) and the resulting Section 14 IBC moratorium. The Authority adjourned the matter sine die, permitting the complainant to reapproach after the insolvency proceedings conclude, while allowing interim filing of pleadings.

The Maharashtra Real Estate Regulatory Authority (MahaRERA), Mumbai, presided over by Hon'ble Member Shri Mahesh Pathak, issued an interim order on February 9, 2026, in the case of Nandita Pratap Singh versus Omkar Ventures Pvt. Ltd. The proceedings centered on the legal impact of the Insolvency and Bankruptcy Code (IBC) on pending consumer complaints under the RERA Act.

The complainant filed the original action seeking directions against the promoter to hand over possession of a flat in the project "Lawns And Beyond - Phase 2, Omkar International District," located in Andheri (East), Mumbai. In addition to possession, the complainant sought interest and compensation for the significant delay in the project's completion, as provided under the provisions of the Real Estate (Regulation and Development) Act, 2016.

During the hearing, the legal representative for the respondent promoter informed the Authority that the company had been admitted into the Corporate Insolvency Resolution Process (CIRP). The National Company Law Tribunal (NCLT) had passed an order on October 28, 2024, initiating insolvency proceedings and appointing an Interim Resolution Professional (IRP) to manage the affairs of the corporate debtor.

The primary legal issue was the application of Section 14 of the IBC, which mandates a "moratorium" upon the admission of a CIRP application. This statutory provision prohibits the institution of new suits or the continuation of pending legal proceedings, including executions of judgments or orders, against a corporate debtor in any court, tribunal, or arbitration panel. The purpose of this moratorium is to protect the assets of the debtor and ensure a centralized resolution process for all creditors.

MahaRERA observed that since the NCLT had formally triggered the CIRP against Omkar Ventures Pvt. Ltd., the Authority was legally barred from proceeding with the adjudication of the complainant's claims at this stage. The Authority noted that the moratorium remains in effect until the completion of the insolvency process or the approval of a resolution plan.

Consequently, the Authority ordered that the complaint be adjourned sine die (without a fixed date for resumption). While the merits of the delay and possession claims were not dismissed, the proceedings were stayed by operation of law. The Authority granted liberty to the complainant to approach MahaRERA again following the final disposal of the insolvency proceedings. In the interim, the promoter was permitted to file a reply to the complaint, and the allottee was allowed to file a rejoinder to ensure the case file is ready for future adjudication once the legal bar is lifted.

PUNJAB REAL ESTATE REGULATORY AUTHORITY

COMPLAINANT: 1. NARENDER

2. KUSUM

RESPONDENT: SUSHMA BUILDTECH LIMITED

CORAM: SHRI BINOD KUMAR SINGH, MEMBER

DATE: 18.02.2026

Complainant Representative: Shri Jasdeep Singh, Advocate

Respondent Representative: Shri Sanjeev Sharma, and Shri Vishal Singal

Gist: The Real Estate Regulatory Authority (RERA), Punjab, ruled in favor of complainants Narender and Kusum against Sushma Buildtech Limited. Despite an agreement promising possession by April 16, 2024, the respondent failed to deliver the unit. Rejecting the builder's defense of a "reasonable" three-year window, the Authority ordered the respondent to pay 10.80% annual interest on the ₹60,39,698 paid by the complainants. Interest applies from the original due date until actual possession.

The real estate complaint, G.C.No. 0002 of 2025, was instituted on January 3, 2025, by Narender and Kusum against Sushma Buildtech Limited and its partners. The complainants, residents of Himachal Pradesh, sought legal recourse after the respondent failed to deliver possession of Unit N-304 in the "Sushma Crescent" project. According to the agreement to sell executed on January 16, 2023, the builder had promised to hand over the unit by April 16, 2024, at a total sale price of approximately ₹71.22 lakhs. Despite the complainants paying over ₹60 lakhs—largely funded through a bank loan with monthly EMIs of ₹44,000—the respondent failed to provide the unit, forcing the complainants to also bear a monthly rental cost of ₹17,000.

In its defense, Sushma Buildtech Limited argued that the delay was not "unreasonable". The respondent cited legal precedents suggesting a three-year window from the date of

agreement as a reasonable timeframe for delivery, which would have extended their deadline to January 16, 2026. Furthermore, the builder claimed that RERA had granted them an extension until January 25, 2026, to complete the project. They contended that construction was in its final stages, with tiling underway, and argued that the complainants' reliance on compensation clauses in the agreement was misplaced.

The Authority, presided over by Shri Binod Kumar Singh, rejected the respondent's arguments regarding the three-year grace period. The ruling clarified that because the specific possession date of April 16, 2024, was explicitly written into Clause 7.1 of the binding agreement, the builder was legally obligated to honor that deadline regardless of any general interpretations of "reasonableness". The Authority found it established on record that valid possession had not been delivered, thereby triggering the protective provisions of Section 18(1) of the Real Estate (Regulation and Development) Act, 2016.

As a final result, the complaint was allowed, and the Authority issued a multi-part directive to the respondents. The builder was ordered to issue a formal offer of possession after obtaining the necessary completion certificate from competent authorities. Most significantly, the respondent was directed to pay interest at a rate of 10.80% per annum on the ₹60,39,698 paid by the complainants. This interest penalty applies from the original promised date of April 16, 2024, through the date of the order, and must continue until the actual date of possession is achieved. The builder was given ninety days to comply and submit a report to the Authority.

COMPLAINANT: MS. NEHA RANA

RESPONDENT: 1. M/S. DB FARMS P. LTD.,

2. SH. ONKAR CHAND,

3. SH. VARAN KUMAR SINGLA

4. MS. KAMINI KAPOOR,

CORAM: SH. RAKESH KUMAR GOYAL, CHAIRMAN.

DATE: 26.02.2026

Complainant Representative: Sh. Nanak Singh, Advocate

Respondent Representative: Ms. Manisha Maggu

Gist: The Real Estate Regulatory Authority, Punjab, dismissed Ms. Neha Rana's complaint against DB Farms Pvt. Ltd. and others regarding Flat No. 172 in "The Gateway A&A Greens". The Authority ruled that the complainant's voluntary acceptance of possession and execution of a sale deed on April 5, 2023, without prior protest, invalidated claims for interest on delayed possession. Furthermore, the Bench identified mutual collusion to bypass statutory registration requirements and ordered proceedings against respondents for Section 13(1) violations.

This legal order, issued on February 26, 2026, by Chairman Rakesh Kumar Goyal of the Real Estate Regulatory Authority (RERA), Punjab, involves a dispute between the complainant, Ms. Neha Rana, and several respondents including M/s. DB Farms Pvt. Ltd. and three individuals—Sh. Onkar Chand, Sh. Varan Kumar Singla, and Ms. Kamini Kapoor. The complainant alleged that after purchasing a flat in the project "The Gateway A&A Greens" and registering the sale deed in April 2023, the promoters failed to provide a Buyer's Agreement, withheld keys, and neglected to provide essential amenities like electricity and internal roads. She further claimed that she was forced to live in rented

accommodation while paying home-loan EMIs and was subjected to illegal charges for electricity NOCs and clubhouse access . Consequently, she sought legal possession, interest for the delay, and reimbursement for litigation costs.

In response, the primary promoter, M/s. DB Farms Pvt. Ltd. (Respondent No. 1), argued that there was no privity of contract with the complainant, as they had sold the plots to Respondents No. 2 through 4 back in 2021 and were not involved in the subsequent construction or sale of the specific flat . The individual respondents (Nos. 2-4) maintained that they were individual owners who constructed the unit and that the registered sale deed dated April 5, 2023, explicitly recorded the delivery of possession . They further asserted that the contractual responsibility for obtaining utility connections, such as electricity, rested solely with the complainant.

Upon reviewing the case, the Authority found that the complainant had voluntarily executed the sale deed and accepted possession on April 5, 2023, without raising any contemporaneous written objections regarding the lack of completion certificates or essential services. Following established legal precedents like Nupur Hingad v. Emmar MGF Land Limited, the Bench ruled that once an allottee accepts possession voluntarily, they are estopped from later claiming that the possession was unlawful or seeking interest for delays . The Authority also noted that the delay in obtaining an electricity connection—which was secured in January 2024—was due to the complainant's own inaction, as the sale deed clearly shifted the burden of applying for such utilities to her .

Ultimately, the Bench characterized the transaction as a "conscious and deliberate collusion" between the complainant and individual respondents to bypass the mandatory provisions of the RERA Act, 2016 . The individual respondents were found to have acted as developers within a registered project without obtaining their own RERA registration or executing proper statutory Agreements for Sale . Because the complainant knowingly participated in this unregistered development and bypassed the statutory framework, the Authority held that she was not entitled to equitable or discretionary relief . While the complaint was dismissed, the Authority directed its Secretary to initiate separate proceedings against Respondents No. 2 and 3 for prima facie violations of Section 13(1) regarding the illegal acceptance of advance payments without a prescribed agreement.

GOA REAL ESTATE REGULATORY AUTHORITY

COMPLAINANT: MS. ASHVEM SPA AND RESORTS PRIVATE LIMITED,

RESPONDENT: ADWALPALKAR CONSTRUCTIONS AND RESORTS PVT. LTD.

CORAM: SHRI VINCENT D'SILVA,

DATE: 16.03.2026

Complainant Representative: 1. Ld. Sr. Advocate Shri Sandesh D Padiyar

2. Ld. Adv. Shri

3. Ld. Adv. Smita Gawas

Respondent Representative: Ld. Advocate Shri Yogesh Y. Nadkarni

Gist: The Goa RERA, in its order dated March 16, 2026, dismissed a complaint filed by Ms. Ashvem Spa and Resorts against Adwalpalkar Constructions, ruling that a landowner in a Joint Development Agreement (JDA) does not qualify as an "allottee" under Section 2(d) of the RERA Act. The Authority determined that because the

landowner exercised "unfettered discretion" in conceptualizing the project and appointing architects, they fall under the definition of a "Promoter" as per Section 2(zk). Consequently, the dispute was categorized as a "Promoter vs. Promoter" conflict arising from a private contractual arrangement rather than a consumer-builder relationship. Since RERA's jurisdiction is intended to protect genuine homebuyers and does not extend to settling commercial JDA disputes, the complaint was rejected, directing the parties to seek remedies like specific performance through Civil Courts.

The present order passed by the Goa Real Estate Regulatory Authority (RERA) on 16 March 2026 by Member Shri Vincent D'Silva adjudicates an application filed by the respondent seeking dismissal of a complaint under Sections 31 and 18 of the Real Estate (Regulation and Development) Act, 2016. The complainant, Ms. Ashvem Spa and Resorts Private Limited, a landowner, had entered into multiple Joint Development Agreements dated 20 April 2015, 22 February 2018, and an Addendum dated 1 January 2021 with the respondent, Adwalpalkar Constructions and Resorts Pvt. Ltd., for development of a real estate project. The complainant sought declaration as an "allottee," possession of constructed units including specific commercial shops, compensation amounting to approximately ₹53.75 crore for delay and losses, and initiation of penal proceedings under the Act. The respondent challenged the maintainability of the complaint primarily on the ground that the complainant, being a landowner and party to a development agreement, could not be treated as an "allottee" under Section 2(d) of the Act and that the dispute was essentially between two promoters, which falls outside the jurisdiction of RERA. It was further argued that only an allottee who has been allotted or sold a unit by a promoter and who establishes violation of statutory provisions can invoke Section 31, and since the complainant failed to establish such a relationship, the complaint deserved dismissal.

In response, the complainant contended that the objections were misconceived and contrary to the statutory framework of RERA, asserting that a landowner who transfers development rights in exchange for constructed area qualifies as an allottee. It was argued that mere designation as a co-promoter in RERA registration does not extinguish the substantive rights of the complainant, including entitlement to possession, timely completion, and compensation for delay. The complainant emphasized that there was no profit-sharing arrangement or joint financial control, and the role was limited to providing land in return for a defined share in constructed units, thereby reinforcing its status as an allottee. The complainant also alleged multiple statutory violations by the respondent, including failure to complete the project within stipulated timelines, failure to deliver possession of specific units by March 2021, and non-construction of agreed facilities, leading to substantial financial losses.

Upon hearing both parties and examining the agreements and statutory provisions, the Authority framed key issues regarding whether the complainant qualifies as an allottee and whether the dispute falls within RERA's jurisdiction. The Authority held both issues in the negative, concluding that the complainant, being a landowner under a joint development arrangement, does not satisfy the definition of an allottee under the Act and that the dispute essentially arises between parties falling within the promoter category. Consequently, such inter se disputes between promoters are not maintainable under the RERA framework. Based on these findings, the Authority dismissed the complaint as not maintainable, thereby declining to grant the reliefs sought by the complainant.

PART-IV
NOTIFICATION AND CIRCULARS

RAJASTHAN REAL ESTATE REGULARITY AUTHORITY

Order no -: F.1(C)RO/RERA/2025/49

Date: 16/01/2026

NOTIFICATION

Subject: Standardization of format for "No Lien Certificate" for RERA Retention Account

Whereas. The Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as "the Act") and the rules and regulations made thereunder mandate that every promoter shall maintain a separate RERA Retention Account for each registered real estate project and the amounts deposited therein shall be utilized exclusively for payment of land cost and construction cost of the concerned project.

Whereas, promoters are required to submit Quarterly Progress Reports (QPRs) and upload a "No Lien Certificate" issued by the concerned bank certifying that the RERA Retention Account is free from any lien, charge, encumbrance, or right of set-off.

Whereas, it has been observed by the Authority that in several cases lien has been created on RERA Retention account, whereas Regulation 11(1)(iii) provides that "There shall be only one Separate Bank Account in the name of Retention Account for a real estate project which shall be a no-lien account."

Whereas, as per Regulation 11(5)(iv) the Chartered Accountant shall verify that there is no lien or charge on the RERA Retention Account and the promoter and/or Chartered Accountant shall obtain no lien/ charge certificate from the bank and upload the same on the website of the Authority along with the quarterly progress report of the project.

Whereas, it has been also observed by the Authority that in several cases the "No Lien Certificates" submitted by promoters contain generic, qualified, or ambiguous statements, such as certificates stating that "there is no outstanding lien against any assets, funds, or properties held by the promoter", without specifically certifying the status of the RERA Retention Account.

Whereas, it has further been observed that; Certain certificates contain reservations, disclaimers, or conditional wordings, which defeat the intent and purpose of the "No Lien Certificate"; and in some instances, "No Lien Certificates" are being obtained from Chartered Accountants, instead of certificates issued by the concerned bank maintaining the RERA Retention Account.

Whereas, such practices are contrary to the spirit and provisions of the Act.

Now, therefore, in exercise of the powers conferred under Section 37 of the Act, and with a view to remove ambiguity, ensure uniformity, and maintain the sanctity of RERA Retention Accounts, the Authority hereby orders and directs as under:

1. Lien shall mean Any right, charge, encumbrance, pledge, assignment, hypothecation, set-off, freezing instruction, or any other claim by a bank, financial institution, lender, or third party which restricts or controls the free operation of the RERA designated account or earmarks funds therein for repayment of any loan or obligation. Hence, RERA Retention account shall be free from all encumbrances, should not be escrow account and be free from LIEN, loans, and third-party control i.e lender/ bank/ financial institution etc. unless any directions are given by RajRERA.

2. A standard format for the "No Lien Certificate" for the RERA Retention Account is hereby prescribed by the Authority. The said standard format shall be available on the official website of RAJRERA for ready reference of promoters and banks.

3. Banks are directed to provide "No Lien Certificate" in Prescribed Format. Banks are also directed to remove any lien, charge, encumbrance, hypothecation if already created on RERA Retention account under intimation to RERA and no lien, charge, encumbrance, hypothecation shall be created on RERA Retention account in future.

4. All promoters shall mandatorily upload the "No Lien Certificate" strictly in the prescribed standard format along with their QPR submissions with effect from the date of this order.

5. The "No Lien Certificate" shall be issued only by the bank maintaining the concerned RERA Retention Account. Certificates issued by Chartered Accountants or any other authority shall not be accepted in lieu of the bank-issued "No Lien Certificate".

This order shall apply to all ongoing registered projects and all future projects registered with the Authority and to all QPRs filed on or after 01.01.2026 including re-submission applications.

(On Bank's Letterhead)

No Lien Certificate

Date:

To

The Registrar.

Rajasthan Real Estate Regulatory Authority,

Jaipur

Sub: No Lien on RERA Retention Bank Account

Ref: Project Name

Promoter Name

Project Registration No.

Dear Sir,

This is to certify that above mentioned Promoter is maintaining a RERA Retention Account with the bank as per the provisions of the Real Estate (Regulation and Development) Act, 2016 and the Rules and Regulations made thereunder, with the following details:

Bank Name	
Branch Name	
Account Holder's Name	
Account No.	
IFSC Code	

It is hereby certified and confirmed that:

1. The above-mentioned RERA Retention Account is free from any lien, charge, encumbrance, security interest, pledge, assignment, attachment, or right of set-off, whether existing or future.
2. The bank has not created and shall not create any lien or claim on the said account for any credit facility, loan, overdraft, or other financial obligation of the promoter.
3. The bank shall not appropriate, debit, set-off or adjust any amount from the said account towards recovery of any dues, liabilities, or obligations of the promoter, except as permitted under the RERA Act and applicable Rules and Regulations.

For [BANK NAME]

Signature of the Bank Official

Seal of the Bank

Name:

Designation:

Employee ID:

Order no :- F.1(167)RJ/RERA/OPR/2020/55

Date: 22/01/2026

NOTIFICATION

Subject: Issuance of Directions to Reduce Recurrent Objections in Quarter Progress Report (QPR) Submissions

It has been observed by the Authority that similar objections are repeatedly being raised in almost all Quarter Progress Report (QPR) applications submitted for verification and approval. These recurring deficiencies are resulting in avoidable delays in processing and approval of QPRs.

In order to ensure faster processing, timely disposal of QPR applications, and reduction in repetitive objections, the Authority hereby issues the following directions:

1. Formats of R1, R2, R3 certificates as provided in Regulations to be followed strictly. No changes in format are admissible.
2. In R1 and R2, Table A to be provided Buildingwise/Towerwise/Blockwise as mentioned in the project registration application.
3. In R1 and R2, Single Table B to be provided for Internal and External Development Works for the entire registered Phase/Project.
4. It is observed some facilities are provided in the plan but shown as 'No' in R1 and portal. In Table B, proposed activities to be provided as Yes or No as per approved plans.
5. Certificates to be signed and stamped by professional manually to ensure authenticity of certificate. Pasting of image of sign and stamp is not admissible in any event). In case image of sign and stamp found on any certificate, it will be deemed as forged certificate and appropriate action will be taken.
6. It has been observed that in some cases, costs such as (a) land cost, (b) other on-site expenses which are not directly related to construction, (c) statutory charges, taxes, cess, fees to statutory authorities and (d) principal and interest are also included in the Engineer's Certificate. In R2, only construction-related costs should be considered, with building costs provided in Table A and costs related to internal and external development works provided in Table B.
7. Exact amounts upto 2 decimal points to be mentioned in R2 and R3 Certificate instead of rounding off in Rupees in Lakhs/Crores to provide clarity on amount mentioned in certificate.
8. It has been observed that in the estimated column of R3, only the total cost of land and development is mentioned, which does not provide a clear break-up of costs under each head. As a result, the incurred cost under each head cannot be compared with the estimated cost. Therefore, the estimated cost should be provided under the respective cost heads instead of showing only the total land and development cost.
9. The cost of internal and external development works are considered in a(i)(estimated) and a(ii)(actual). However, in some certificates they are being shown in a(iii) column of R3. It is clarified that a(iii) should indicate only the indirect overhead costs of project which are other than construction (eg. salaries, consultants fees, site overheads, development works, cost of services, cost of machineries and equipment including its hire and maintenance costs, consumables etc)

These directions shall come into effect immediately and shall be applicable to all upcoming and pending QPR applications.

This issues with the approval of the competent Authority.

Order no -: F.1(199)RJ/RERA/APR/2021/79

Date: 29/01/2026

NOTIFICATION

Subject: Clarification regarding submission of Financial Statements with Annual Progress Report (APR)

Promoters are now required to upload financial statements along with the Annual Progress Report. It has been observed that promoters face ambiguity regarding:

- a) The nature of financial statements to be submitted (audited or unaudited).
- b) The procedure to be followed when books of accounts are not maintained by the promoter.

To ensure clarity, uniformity and compliance, the Authority issues following clarification for all promoters submitting APR:

1. The term "Financial Statement of Current Financial Year shall include:

- a) Audited Balance Sheet
- b) Audited Profit & Loss Account / Income & Expenditure Statement
- c) Audited Cash Flow Statement

for the financial year ending on 31 march of the respective year.

2. "Audited" financial statements means financial statements that are required to be audited under applicable statutes, including but not limited to:

- a) Income Tax Act, 1961,
- b) Companies Act, 2013,or
- c) any other law for the time being in force.

3. Promoters shall provide a declaration stating reasons for non-maintenance of books of accounts, in cases where promoter is not required to maintain books of accounts under any statue or books of accounts are not maintained by the promoter.

All promoters are advised to comply with the above instructions while submitting their APR.

This issues with the approval of the competent authority.

Order no F1(93)RJ/RERA/ESTT./2019/3P-1

Date: 30/01/2026

NOTIFICATION

Subject: Acceptance of Completion Certificate (CC) / Occupancy Certificate (OC) issued by Empanelled Architect Compliance with Rajasthan Building Bye-laws, 2025.

In reference to the provisions of the Rajasthan Building Bye-laws, 2025, It has been brought to the attention of the Rajasthan Real Estate Regulatory Authority that Completion Certificates (CC) and Occupancy Certificates (OC) are being issued by Empanelled Architects, wherein only receiving/signature of the competent authority is obtained on the applicant's letter/application, without proper submission and acknowledgement by the concerned Urban Local Body.

As per Clause 16-6 (Responsibility of Registered Architect) of the Rajasthan Building Bye-laws, 2025, it is mandatory that:

1. The Registered Architect shall ensure that all prescribed fees are deposited with the concerned Urban Local Body.
2. Copies of all approvals/certificates issued, fee challans, sanctioned drawings, ownership documents, affidavits and other prescribed documents shall be submitted within 07 days from the date of issue at the architect's own level to the concerned authority.
3. In case of violation, action for cancellation or suspension of registration of the Registered Architect shall be initiated.

Further, Condition No. 6 of the General Procedure for Obtaining Completion and Occupancy Certificate clearly stipulates that after ensuring submission of all required documents and prescribed fees, the Local Body shall issue an Acknowledgement Letter to the applicant.

Therefore, in view of the above provisions, it is hereby ordered that:

1. With effect from 01.01.2026, Rajasthan Real Estate Regulatory Authority (RERA). Rajasthan shall not accept any Completion Certificate (CC) or Occupancy Certificate (OC) which is based merely on receiving/signature on the applicant's letter/application by the competent authority.
2. Only those CC/OC issued by Empanelled Architects which have been duly submitted to the concerned Urban Local Body within 07 days from the date of issue and are accompanied by an Acknowledgement Letter issued by the concerned Local Body shall be accepted for all purposes under RERA.

This bears of the approval of the Hon'ble Chairperson RERA.

Order no. F-1(167)R.J/RERA/OPR/2020/158

Date: 20/02/2026

NOTIFICATION

Subject: Revision and strengthening of Quarterly Progress Report (QPR) filing Mechanism

In exercise of powers conferred under section 34 and 37 of the Real Estate (Regulation and Development) Act, 2016 read with rule 16(1)(D) and with a view to enhance transparency, ensuring smooth and error-free filing, facilitating faster processing, effective financial and physical progress monitoring and promote ease of doing business for promoters and professionals, the Authority hereby directs the following modifications and additional disclosures in the Quarterly Progress Report (QPR) framework.

1. Bulk Upload facility

To facilitate greater operational convenience, efficiency and smooth filing at promoter end, a bulk upload facility shall be provided for the "Number and Type of Apartments

Booked" and "Allottee Details" sections by enabling submission through a standardized Excel template format.

2. Pre-defined format of Gantt Chart

A standardized Gantt Chart format shall be introduced wherein promoters will be required to furnish only the relevant dates against pre-defined milestones, in place of the existing system of self-defining project milestones, thereby ensuring uniformity across all registered projects. The original scheduled start date and end date of each activity, as declared at the time of project registration, shall be reflected in the format and the promoter shall report the actual start date and actual end date of such activities at the time of filing the Quarterly Progress Report (QPR).

Format of Gantt chart

For Plotted Projects

Sr. No.	Milestone	Proposed Activity Start date (at the time of registration)	Proposed Activity End date (at the time of registration)	Actual Activity Start Date (at the time of QPR)	Actual Activity End date (at the time of QPR)
1.	Internal road & footpath				
2.	Electrification and streetlight				
3.	Water supply (internal and storage)				
4.	Sewerage & drainage				
5.	Rain water harvesting & water recycling				
6.	Park & playground				
7.	Community facilities				
8.	All other provisions as per applicable township policy				
9.	Date of possession				

10.	Handover to RWA/ Competent Authority				
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For Other than Plotted Projects

For building- Towerwise/ blockwise

Sr. No.	Milestone	Proposed Activity Start date (at the time of registration)	Proposed Activity End date (at the time of registration)	Actual Activity Start Date (at the time of QPR)	Actual Activity End date (at the time of QPR)
1.	Excavation				
2.	Basement & plinth work				
3.	Lower ground floor				
4.	Stilit floor/ ground floor				
5.	Casting of Slabs (First Floor + option to add more)				
6.	Mumty				
7.	Brick masonry, internal and external plastering work				
8.	Plumbing & sanitary work				
9.	Electrical, fire fighting system & HVAC				
10.	Finishing Work (Door, windows, structural glazing & paint work etc.)				
11.	Installation of lift and escalators				

12.	Other works & common facilities within the tower				
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For Common amenities and areas

Sr. No.	Milestone	Proposed Activity Start date (at the time of registration)	Proposed Activity End date (at the time of registration)	Actual Activity Start Date (at the time of QPR)	Actual Activity End date (at the time of QPR)
1.	Compound wall, entry & exit gates/guard rooms, internal driveways & pathways and open & covered parking areas				
2.	Community building				
3.	Meter room / pump room, electrical work / light poles, installation of transformer / DG set/ meters & solar panels / solar water heater etc.				
4.	Water supply lines/ug tank, storm water drains, construction of rain water harvesting structure & water supply connection / boring etc				
5.	Structure of waste water treatment /				

	recycling plant, laying of sewerage line and construction of STP, installation of machinery of WTP/ solid waste Management etc.				
6.	Development of green and landscape areas, tree plantation & any other work				
7.	Date of possession				
8.	Handover to RWA				

3. Disclosure of Amount Received from Allottees

To ensure compliance with section Section 4(2)(1)(D) and Section 13(1) the QPR shall comprise the total amount received by the promoter from allottees during the reporting period to enable effective monitoring of mandatory deposits in the designated RERA account (70%) and corresponding withdrawals. Allottee-wise details of total sale consideration, funds received and date of execution of AFS shall be submitted under the Allottee section of the QPR.

Format of Allottee details

Sr. No.	Unit/Flat detail	Booking status	Name of allottee	Total sale consideration*	Amount Received*	Date of AFS*

*Not for public View

4. Sources of Funds

The current QPR system captures details pertaining only to the application of funds for the project, while the sources of funds are not being reported. In order to ensure financial viability and strengthen regulatory oversight, it is necessary to capture details of the sources of funds as well.

Accordingly, at the time of project registration, the promoter shall provide the estimated sources of funds for the project. Further, at the time of submission of each Quarterly Progress Report (QPR), the promoter shall disclose the actual sources of funds mobilized during the reporting period.

Such details are being collected strictly for regulatory and monitoring purposes and shall not be published on the public portal. The information shall be submitted in the format attached herewith.

Sources of Funds

Particulars	Estimated amount at the time of Registration	Actual (As on date of this QPR)
Own Funds	XX	XX
Total Borrowed Fund (Secured)	XX	XX
Total Borrowed Fund (Unsecured)	XX	XX
Customer Receipts	XX	XX
Total Funds for the Project	Automatically calculated	Automatically calculated

5. Geo-tagged Project Photographs

At present, the QPR does not capture geo-tagged photographs of the project. To enhance transparency and provide a clear visual representation of construction progress, geo-tagged photographs of both internal and external works shall be included in the Quarterly Progress Report (QPR). This will enable stakeholders to better appreciate the stage-wise development of the project. This requirement shall be facilitated through the RAJRERA mobile application, which will allow geo-tagged photographs to be uploaded at the time of submission of the QPR.

6. Overall Percentage of Work Completed

In current reporting framework, physical progress is reported by architect in table A for building and in table B for internal and external work details in certificate R-1. The architect reports activity wise progress in percentage, which does not provide the understanding of overall percentage of project completion to allottees and other stakeholders. Hence, the architect shall include, in its certificate, the overall percentage of project completion in addition to the stage-wise progress.

7. Details of RERA Retention Bank Account

Hitherto, details of the RERA retention bank account were not included in reporting requirement in the QPR. The Authority shall now require the promoter to report the account details in format provided below, including opening balance, deposits, withdrawals and closing balance till end of QPR period, along with RERA retention bank account statement. This measure will facilitate monitoring of proper fund utilization, ensure compliance with the mandatory 70% deposit requirement and enhance transparency in the financial management of the project.

Details of RERA Bank Account

Bank Name	Auto fetch from registration details
Branch Name	Auto fetch from registration details
Name Of Account Holder	Auto fetch from registration details
Account No.	Auto fetch from registration details

Opening Balance Date*	
Opening Balance*	
Deposit till end of Quarter Period*	
Withdrawal till end of Quarter Period*	
Closing Balance Date*	
Closing Balance*	Automatically calculated

*Not for public View

8. Excel Utility and E-Signing of Certificates

At present, Certificates R-1, R-2 and R-3 in the QPR are submitted by preparing the certificate on paper, uploading a scanned PDF and separately entering the data on the portal by the promoter. This process requires dual effort, can result in discrepancies between the uploaded data and the portal entries and at times, certificate formats are modified along with signatures and stamps pasted as images, raising concerns regarding authenticity of certificates. To address these issues and reduce the compliance burden on promoters, a new system has been implemented where professionals shall submit these certificates electronically through their professional dashboards with digital signatures. This approach will reduce data entry errors, improve data quality and expedite the verification and approval processes.

9. Clarification on "principal sum and interest payable"

In Certificate R-3, point 1(B)(c) under "Development Cost," the reference to "Principal Sum and Interest Payable" is clarified as follows: only the interest payable to Financial Institutions, Scheduled Banks, Non-Banking Financial Institution (NBFC) Or Money Lenders on Construction Funding or Money Borrowed for Construction and Project shall be included as part of the development cost. The principal repayment shall not be considered a development cost, as it does not represent an expenditure incurred by the promoter.

10. Booked and Unbooked status of units

In the Allottee Details section, the Booking Status dropdown has been updated to include two new options: "Booked" and "Unbooked", in addition to the existing options, to facilitate transparency in status of units which are booked but where the Agreement for Sale has not yet been executed.

Detailed user manual for technical guidelines shall be issued separately

These directions shall come into effect from quarter January to march 2026 and shall be applicable to all upcoming QPR applications.

This issues with the approval of the competent Authority.

CHHATTISGARH REAL ESTATE REGULARITY AUTHORITY**Order no -: 142/CGRERA/2026/179****Date: 15/01/2026****NOTIFICATION****Subject: Mandatory Online Submission of Applications required as in Circular No. 130 for Extension or regularization of project.**

In exercise of the powers conferred under Section 37 of the Real Estate (Regulation and Development) Act, 2016, the Authority hereby issues the following directions:

1. All applications covered under Circular No. 130 read along with Circular No. 138 for Extension or regularization of Project as the case may be shall be submitted only through the official web portal of CG-RERA. The online mode of submission shall be mandatory with effect from 01.02.2026, and no physical or manual applications shall be accepted by the Authority on or after the said date.
2. Any application not submitted through the CG-RERA web portal on or after 01.02.2026 shall be liable to be rejected and shall not be processed.
3. The applicable fees, wherever prescribed, shall be paid exclusively through the online payment system available on the CG-RERA web portal.
4. Applications already submitted and pending with the Authority prior to 01.02.2026 shall continue to be processed in the manner in which they were originally filed, and such applicants shall not be required to re-apply or re-submit their applications online.
5. Further, to facilitate smooth transition and ensure ease of compliance, a User Manual detailing the procedure for online submission of applications shall be made available on the CG-RERA web portal for guidance of all stakeholders.

All concerned stakeholders are hereby directed to ensure strict compliance with the above directions.

Order no -: 143/CGRERA/2026/213**Date: 16/01/2026****NOTIFICATION****Subject: Withdrawal of Circular No. 105, incorporation of Development Specification format in Annexure-12, and mandatory submission of MEP drawings - reg.**

Whereas, Circular No. 105 dated 31-05-2024 was issued earlier prescribing the format and requirements relating to Development Specifications. It is hereby notified that Circular No. 105 stands withdrawn with immediate effect i.e. from date of issuance of this circular.

Further, it is informed that the format for Development Specification has now been incorporated in Annexure-12. Accordingly, all promoters are directed to submit Development Specifications strictly in the revised format as provided in Annexure-12 at the time of registration.

Submission of MEP Drawings

All promoters are mandatorily required to submit the MEP (Mechanical, Electrical and Plumbing) drawings through the CG-RERA portal as part of the subsequent quarterly updates, after registration of the project.

Such submission shall be completed within a period of one (1) year from the date of project registration.

Further, projects being registered for a period of less than one year, as well as projects that are already complete and have obtained a Completion Certificate from the Competent Authority prior to registration, shall be required to submit MEP drawings at the time of registration.

Consequences of Non Compliance

In case the MEP drawings are not submitted within the stipulated period of one year, the following shall apply:

1. All compliances required under Sections 4 and 11 of the Real Estate (Regulation and Development) Act, 2016 shall be blocked on the CG-RERA portal; and
2. Such blocking shall attract applicable late fees for each quarter of non-compliance, as prescribed, until the requisite submission is completed.

This circular shall come into force from the date of issue of Circular.

Promoters are advised to take due note of the above directions and ensure strict and timely compliance to avoid regulatory action and financial implications.

S. No	Facilities / Amenities	Whether facility/amenity being provided	Description	Quantity / Unit	Instructions
1.	Boundary Wall	Yes/No		Height (in meter)	Height of the boundary wall shall be clearly mentioned in the Agreement for Sale
2.	Entrance Gate	Yes/No		Length & Height (in meter)	Number of gates and area of guard/watchman room shall

					be clearly mentioned as per sanctioned drawings and brochure, including ancillary structures
3.	Road / Driveway / Circulation Area	Yes/No		Length(in meter), Width(in meter), Thickness (in millimeter)	Type of road and construction details shall be clearly mentioned in the Agreement for Sale
4.	Services (i)Storm Water Line	Yes/No		Length (in meter)	Details to be specified
	(ii)Sewer Line	Yes/No		Length (in meter)	Details to be specified
	(iii) Water Supply Line	Yes/No		Length (in meter)	Details to be specified
	(iv)Electric Supply Line & Electrificatio n	Yes/No		Load (Kw)	Load of the project as per applicable CSPDCL norms
5.	Overhead Water Tank	Yes/No		Capacity (Litres)	Capacity shall be clearly mentioned
6.	Underground Water Tank	Yes/No		Capacity (Litres)	Capacity shall be clearly mentioned
7.	Sewage Treatment Plant (STP)	Yes/No		Capacity (KLD)	Capacity shall be clearly mentioned
8.	Common Development				
	(i)Garden	Yes/No		Area & Number (Sq.mt & nos)	Area and number of gardens shall be mentioned in brochure

	(ii) Club House / Community Centre	Yes/No		Area & Facilities (Sq.mt)	Area and amenities shall be clearly specified
	(iii) Outdoor Play Area	Yes/No		Area (Sq.mt)	Area of kids' play area shall be mentioned
	(iv) Temple	Yes/No		Area (Sq.mt)	Area shall be clearly mentioned
	(v) Swimming Pool	Yes/No		Area (Sq.mt)	Area shall be clearly mentioned
	(vi) Street Lights	Yes/No		Number (nos)	Number of street lights shall be mentioned
	(vii) Tubewell	Yes/No		Number (nos)	Number of tubewells shall be mentioned
	(viii) Sports Activity Area	Yes/No		Area & Facilities (Sq.mt and amenities)	Area and details of facilities shall be mentioned
	(ix) Fire Safety	Yes/No		Equipment Details	Fire NOC as per norms
9.	Miscellaneous				
	(i) Lift	Yes/No		Number & Capacity	Details to be provided blockwise and towerwise as per drawings

Place: _____

Date: _____

Authorized Signatory
(Signature & Name of Promoter)

Order no -: 145/CGRERA/2026/566**Date: 05/02/2026****NOTIFICATION****Subject: Safeguards for senior citizens and bona fide homebuyers**

In exercise of the powers conferred under Section 37 of the Real Estate (Regulation and Development) Act, 2016, and in compliance with Para 21.2(11) of the Hon'ble Supreme Court Judgment in Civil Appeal Nos. 3826 of 2020, 540 of 2021, and 5496 of 2025, the following directions are hereby issued to all promoters for strict adherence by promoters and for guidance of allottees.

1. Notarisation of Additional Clauses in Agreement for Sale

Rule 9 of the Chhattisgarh Real Estate (Regulation and Development) Rules, 2016 prescribes a Model Agreement for Sale to ensure uniformity, fairness, and protection of homebuyers. Promoters are advised to ordinarily adhere to the Model Agreement for Sale.

In strict compliance with Para 21.2(11) of the Hon'ble Supreme Court judgment, where an Agreement for Sale which deviates from the Model RERA Agreement for Sell and where the allottee is over the age of 50 years, the Agreement for Sale must be supported by an affidavit. Such affidavit shall be:

- sworn before the competent Revenue Authority, and
- shall certify that the allottee has understood the nature of the clauses and the attendant risks involved in such contractual arrangements.

2. Disclosure of RERA Collection Account Details

Every promoter shall mandatorily mention only the Rera Collection Account details in the agreement for sale and any other documents or publication related to the project where account details are mentioned.

The earlier issued Circular no 139 dated 14.11.20225 stands withdrawn from immediate effect.

Non-compliance with the above directions shall be treated as a violation of the provisions of the Act and may attract appropriate action as per law.

MAHARASHTRA REAL ESTATE REGULATORY AUTHORITY

Order no :- 65/2026

Date: 23/02/2026

NOTIFICATION

Subject: Closure of long time incomplete Pending Applications on MahaRERA 1.0 Old Portal

In furtherance of effective implementation of the Real Estate (Regulation and Development) Act, 2016 ("the Act"), it is reiterated that Section 3 of Act mandates registration of real estate projects, and Section 4 requires promoters to submit complete applications along with all prescribed particulars, information, and documents. Promoters are further obligated to ensure statutory compliance and timely completion of all registration-related requirements under the Act and the Rules and Regulations framed thereunder.

The MahaRERA Authority has noted that on the MahaRERA 1.0 old portal, several incomplete applications of Project Registration, Project Correction, and Project Extension have remained pending at the promoter's end. Such prolonged pendency is attributable to non-completion and/or non-resubmission of applications by the concerned promoters.

Pursuant to notices dated 15.10.2025 and 02.01.2026, a one-month facilitation opportunity was granted to the promoters to complete deficiencies and re-submit their applications. However, despite such opportunity, a large number of promoters have neither responded nor taken necessary steps to complete the applications, and in several instances, communications were returned undelivered owing, to non-maintenance of functional email IDs and updated contact details.

Accordingly, for the purpose of administrative streamlining, removal of long-pending incomplete applications which are at promoters end on the MahaRERA 1.0 old portal are hereby ordered to be removed/closed, solely for administrative purposes. Such closure shall not be construed as adjudication on merits of the applications, nor shall it amount to any rejection of the application. The promoters, if they so desire, may submit fresh applications on the MahaRERA Web portal 2.0 (MahaCRITI) in accordance with the applicable procedure, statutory requirements, and prescribed fees.

This Order shall come into force with immediate effect.

ODISHA REAL ESTATE REGULATORY AUTHORITY

Order no -: 235/ORERA

Date: 12/01/2026

NOTIFICATION

Subject: Time Limit for Compliance and Resubmission of Project Applications on ORERA Portal

In the process of scrutiny of the online applications of the projects, it is being observed that some deficiencies are required to be complied by the promoter, for which the application for the project is being reverted back to the promoter for necessary compliance and resubmission of the same. There is no time line fixed for re-submission of the application of the project by the promoter after compliance of the objections. So, in exercise of Power conferred on this Authority U/S 37 of Odisha Real Estate (Regulation and Development) Act, 2016, this order is passed to regulate timely disposal of applications.

In order to streamline the process of scrutiny, it is decided that after reverting back of the application for the project to the promoter for compliance of the deficiencies, the promoter is required to re-submit the application with necessary compliance in ORERA website within 14 days from the date of revert of the application. If the reverted back application is not resubmitted by the promoter with necessary compliance to ORERA within 14 days, then the said online application shall be auto-reverted back to the ORERA for necessary action on the application.

This order will be effective from the date of issue of this order

PART-V**RERA NEWS****ECONOMIC TIMES****Date: 01.01.2026****Tamil Nadu RERA fixes a crucial gap, mandates a three-bank-account regime from January 1, 2026; know how homebuyers will benefit**

From January 1, 2026, the Tamil Nadu Real Estate Regulatory Authority has introduced a stricter financial monitoring framework for real estate projects through a mandatory three-bank account system. Issued under powers granted by Section 37 of the Real Estate (Regulation and Development) Act, 2016, the circular requires promoters to open three designated accounts in the same scheduled bank and branch for every project at the time of registration. These include a 100% RERA Designated Collection Account, a 70% RERA Designated Separate Account for land and construction costs, and a 30% RERA Designated Transaction Account for other project-related expenses.

Under the system, all homebuyer payments must first enter the collection account, after which 70% is automatically transferred to the separate account. Withdrawals from this account are allowed only upon submission of architect, engineer, and chartered accountant certificates. The remaining 30% account can be used for refunds, marketing, loan repayment, administrative costs, and penalties. The reform aims to prevent diversion of funds and strengthen protection for homebuyers by ensuring stricter financial discipline and transparency in project financing.

RERA NEWS**Date: 05.01.2026****Karnataka RERA Makes Parking Slot Disclosure Mandatory in Sale Agreements**

Karnataka Real Estate Regulatory Authority (K-RERA) has directed developers to clearly mention parking slot details in all new sale agreements. The rule mandates specifying the number and location of parking spaces allotted to each homebuyer, along with applicable charges. This move aims to reduce disputes and confusion over parking allocation, which has been a common complaint among buyers. The updated requirement covers all fresh project registrations and will help ensure transparency in disclosures. Projects already registered earlier will follow the previously approved terms. K-RERA said this step will strengthen buyer rights and improve clarity in real estate contracts.

RERA NEWS**Date: 21.01.2026****Punjab RERA Orders Recovery of ₹25.89 Lakh from GMADA for Delayed Plot Possession**

The Punjab Real Estate Regulatory Authority (RERA) has directed the Mohali Deputy Commissioner to recover ₹25.89 lakh from the Greater Mohali Area Development Authority (GMADA) after it failed to deliver possession of a plot in IT City, Mohali within the agreed timeline. GMADA had auctioned the plot in 2016 with possession promised in 2017 but handed over final numbering only in 2020. RERA had earlier awarded compensation in February 2025, but GMADA did not comply, leading to enforcement action. The amount will be recovered as arrears of land revenue, including asset attachment if needed.

ECONOMIC TIMES

Date: 24.01.2026

Union Budget 2026: How India's future-ready real estate is being shaped

As India moves toward its Viksit Bharat 2047 vision, the real estate sector has evolved from a passive beneficiary of economic growth into a key driver of development. Structural reforms such as the Real Estate (Regulation and Development) Act, 2016 and the Goods and Services Tax have improved transparency, governance, and investor confidence, strengthening the sector's multiplier effect across allied industries. This progress is reflected in record performance in 2025, with capital inflows reaching \$14.3 billion. Office leasing touched a historic 82.6 million sq. ft., while retail space absorption rose to a post-pandemic high of nearly 9 million sq. ft., highlighting strong demand across segments.

Looking ahead to the Union Budget 2026–27, policy support will be crucial to sustain growth. A major focus is the expansion of Global Capability Centres, which now account for 35–40% of office leasing annually. Experts suggest introducing a concessional 15% corporate tax rate for new GCCs under the Income-tax Act, 1961 to attract global firms, boost Grade-A office demand, and generate high-skilled employment.

RERA NEWS

Date: 27.01.2026

MahaRERA Orders Refund for Kalpataru Yashodhan Buyers

Maharashtra's real estate regulator, MahaRERA, has directed the promoter of the Kalpataru Yashodhan project in Mumbai to refund approximately Rs 1.4 crore with interest to a homebuyer couple. The buyers had paid the full amount for an apartment in 2017, but the developer failed to provide possession by the agreed 2018 deadline. Instead of handing over the flat or signing a sale agreement, the promoter forfeited the payment and re-sold the unit. MahaRERA ruled this action arbitrary and in violation of RERA norms, mandating the refund with interest at the benchmark SBI highest MCLR plus 2%.

BUSINESS STANDARD

Date: 12.02.2026

Rera just helping builders in default; better to abolish it: Supreme Court

The Supreme Court of India sharply criticised the functioning of state-level authorities under the Real Estate (Regulation and Development) Act, 2016, observing that many Real Estate Regulatory Authority bodies appeared to be doing little “except facilitating builders in default” and suggesting that it might be “better to abolish this institution.” The remarks were made by a Bench comprising Surya Kant and Joymalya Bagchi while hearing an appeal filed by the Government of Himachal Pradesh against a High Court order staying the relocation of the state RERA office.

The dispute arose after the Himachal Pradesh High Court stayed the state’s June 13, 2025 notification shifting the RERA headquarters from Shimla to Dharamshala, noting that no alternative office had been identified and that transferring 18 outsourced employees could render the authority non-functional.

After hearing the parties, the Supreme Court set aside the interim stay and allowed the relocation, directing that the principal appellate authority also be shifted to Dharamshala to ensure litigants are not inconvenienced.

ECONOMIC TIMES

Date: 13.02.2026

Homebuyers' body FPCE says many state real estate regulators not publishing annual reports

The Forum For People's Collective Efforts (FPCE), a homebuyers’ body, has alleged that many state regulators under the Real Estate (Regulation and Development) Act, 2016 are failing to comply with the statutory requirement of publishing annual reports. Referring to Section 78 of the Act, FPCE stated that more than 75% of State Real Estate Regulatory Authority bodies have either never published annual reports, discontinued them, or are not up to date despite repeated directions from the Ministry of Housing and Urban Affairs.

FPCE has urged the ministry to issue fresh directions requiring all RERA authorities to publish annual reports in the prescribed format and asked state governments to use powers under Sections 82 and 83 of the Act to take action against non-compliant authorities. The association also proposed introducing a provision enabling the central government to remove authorities or members who fail to follow its directions.

According to FPCE, the absence of credible data weakens policy formulation and transparency, leaving homebuyers vulnerable and reducing RERA compliance to a mere marketing tool for developers.

BUSINESS STANDARD

Date: 15.02.2026

SC remarks likely to help strengthen Rera and real estate industry

The Supreme Court of India recently criticised the functioning of Real Estate (Regulation and Development) Act, 2016 authorities across states, remarking that many appear to do little beyond facilitating defaulting builders and even suggesting the institution might be

abolished if it fails to function effectively. Experts believe the remarks will push regulators toward stricter enforcement, faster case resolution, and more uniform rule implementation. Industry leaders expect stronger monitoring of project timelines, escrow accounts, and compliance, which may pressure smaller or non-compliant developers while benefiting financially stronger and governance-focused firms. Over 99,000 projects and 1.12 lakh agents are registered under RERA nationwide, with Maharashtra leading registrations. Experts emphasise that the law itself is strong but enforcement is weak, with minimal penalties undermining compliance. Stakeholders suggest targeted amendments, stronger project-completion mechanisms, and activation of Section 32 to address policy issues such as affordable and green housing. Despite criticism, RERA has improved transparency, reduced fund diversion through escrow rules, and strengthened investor confidence in the real estate sector.

THE TIMES OF INDIA

Date: 20.02.2026

RERA orders 41L compensation to buyers for delay in flat handover in Gurgaon

The Haryana Real Estate Regulatory Authority (Gurgaon) has directed developers Microtek Infrastructures Pvt Ltd and Deepanshu Projects Pvt Ltd to pay compensation of about ₹41 lakh to allottees for delay in handing over an apartment in the Greenburg Project. The order, passed on February 11 by the adjudicating officer, granted around ₹40 lakh for loss of property appreciation, ₹1 lakh for mental inconvenience, and ₹50,000 as litigation costs, along with interest at 10.85% per annum from the date of the order until payment.

The buyers had booked a 1,480 sq. ft. apartment in May 2015 for around ₹1 crore and paid over ₹40 lakh. Although a conditional occupation certificate was issued in July 2017 and possession was offered in July 2018, the authority observed that essential services such as electricity meters were installed only in August 2018. Referring to the Real Estate (Regulation and Development) Act, 2016, HRERA held that delayed delivery beyond the committed timeline entitles allottees to compensation.

THE TIMES OF INDIA

Date: 22.02.2026

Banks can't claim rights over flats booked to allottees: RERA

The Rajasthan Real Estate Regulatory Authority has ruled that banks and financial institutions cannot claim rights over flats that were already allotted to homebuyers before the creation of a mortgage or loan. The order, issued on February 19 by Chairperson Veenu Gupta, relates to the Avalon Royal Park housing project. Launched in 2012 by G R J Distributors and Developers, the project proposed more than 1,200 flats with possession promised by 2017. Between 2012 and 2016, over 700 flats were sold and nearly ₹300 crore was collected from buyers, but the project remains largely incomplete with most buildings only at the structural stage.

The case arose after insolvency proceedings were initiated before the National Company Law Tribunal under the Insolvency and Bankruptcy Code, 2016 following loan default. Rejecting the developer's plea to terminate RERA proceedings, the authority held that insolvency does not bar action against former directors or the landowner and that lenders' charges cannot override the rights of existing allottees.

THE INDIAN EXPRESS

Date: 23.02.2026

RERA rules in favour of DDA as homebuyers of Dwarka luxury housing complex allege substandard construction

The Delhi Real Estate Regulatory Authority dismissed a batch of complaints filed by residents of Golf View Condos against the Delhi Development Authority regarding alleged construction defects in the luxury housing project. Homebuyers had raised concerns over uneven flooring, water seepage, hollow tiles, faulty plumbing, poor electrical wiring, incomplete common facilities, and delays in flat allocation. However, in its February 11 order, the authority held that the complaints lacked sufficient merit and credible substantiation and failed to establish any deficiency of service or violation under the Real Estate (Regulation and Development) Act, 2016.

RERA relied on inspection reports from both a DDA-appointed committee and its own team, which concluded that the issues identified were largely finishing-related defects rather than structural problems. It also noted that buyers participated in the e-auction on an "as-is, where-is" basis after inspecting sample flats. While dismissing the complaints, RERA directed the DDA to honour its five-year defect liability period and appoint a senior nodal officer to address residents' grievances.



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