

RERA TIMES

REAL ESTATE (REGULATION AND
DEVELOPMENT) ACT, 2016



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RERA TIMES

REAL ESTATE

(REGULATION AND DEVELOPMENT) ACT, 2016

(A Journal on Real Estate Bye Laws)

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FROM THE EDITOR'S DESK...



Dear Readers,

I warmly welcome you to this edition and extend my sincere wishes for your peace of mind, good health, and happiness. In today's fast-moving world, where every day seems to bring new changes, it becomes even more important to pause, take a deep breathe, and reflect on everything happening around us. Over the past few months, we've experienced a mix of events—some inspiring, some challenging, and others deeply meaningful. From remarkable achievements in different fields and important shifts in our economy to political changes and the joy of cultural celebrations, each moment has added something unique to our shared journey. These developments not only shape our present but also influence how we grow as individuals and as a society.

The Ahmedabad plane tragedy stands as a deeply saddening and heart-wrenching event that shook the country and left countless families in grief. On June 12, 2025, a Boeing 787-8 Dreamliner carrying 242 people (217 adults, 11 children, and 2 infants), crashed shortly after takeoff over B J Medical College and Civil Hospital in Ahmedabad. What was once envisioned as a symbol of progress and urban development turned into a site of despair. The loss of innocent lives, the displacement of people, and the trauma experienced by the affected communities have left a lasting scar. It is not just a tragedy of physical collapse, but also of broken trust—highlighting the urgent need for accountability, transparency, and humane considerations in urban planning. The sorrow surrounding this incident reminds us that development must never come at the cost of human lives.

The India–UK Free Trade Agreement (FTA), concluded in May and under legal review by June 2025, is a landmark deal that significantly boosts economic ties between the two nations. It removes tariffs on 99% of Indian exports and 90% of UK goods, with major gains for India's textile, pharmaceuticals, IT, auto parts, and agri-based sectors. For India, this FTA is crucial as it opens greater access to the UK market, enhances competitiveness of Indian industries, attracts foreign investment, and supports the country's goal of becoming a global export hub. It also includes a social security pact that benefits Indian professionals working in the UK. The FTA is expected to double bilateral trade by 2030 and strengthen India's position in global value chains, supporting both growth and job creation.

In 2025, Indian exports face high tariffs in key global markets, especially the U.S. and EU, affecting sectors like textiles, pharmaceuticals, and auto parts. Despite FTAs in

progress, Indian goods are subject to duties ranging from 10% to 25%, reducing their competitiveness. Trade partners criticize India's own high tariffs, leading to reciprocal measures. This has strained negotiations and impacted export growth. Addressing these tariff barriers is crucial for India to expand its global trade footprint and support domestic industries.

In 2025, businesses and professionals continue to face significant challenges in complying with reforms under the Income Tax Act and the Companies Act. Frequent amendments, complex reporting requirements, and overlapping deadlines create confusion and increase the risk of errors and penalties. Many small and medium enterprises struggle with adapting to new digital compliance systems like e-verification, faceless assessments, and updated MCA V3 portal filings. Additionally, the lack of clarity in certain provisions, high compliance costs, and limited awareness further burden genuine taxpayers and corporates, hampering ease of doing business.

In 2025, India is the fastest-growing major economy, with the IMF projecting a GDP growth rate of 6.5% for FY 2025–26, ahead of China (4.6%) and the U.S. (2.1%). Robust infrastructure spending, improved exports, and rising domestic consumption have been key drivers. India's foreign direct investment (FDI) inflow also crossed \$85 billion, reflecting global investor confidence in the country's resilient and reform-driven economy.

The early monsoon in India in 2025 brought strong economic benefits by enabling timely sowing of kharif crops, boosting agricultural output and rural income. It improved water reservoir levels, reduced irrigation costs, and eased pressure on power demand. Early rains also stabilized food prices, helping control inflation. Sectors like FMCG, fertilizers, and rural finance saw improved prospects, while reduced input costs supported manufacturing. Overall, the early monsoon enhanced rural consumption and contributed positively to GDP and economic stability.

As we conclude, we editorial team, extend warm regards to all our readers, with sincere hopes for your continued growth, peace, and well-being. Wishing you warm regards and looking ahead to a future shaped by knowledge, compassion, and collective progress.

With Regards

CA Sanjay Ghiya

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Place: - Jaipur

Date: 14/07/2025

PART-I

HIGH COURT CASES

PUNJAB & HARYANA HIGH COURT

PETITIONER: PRAVEEN GAMBHIR AND OTHERS

RESPONDENT: UNION OF INDIA AND OTHERS

CORAM: HON'BLE JUSTICE MR. SURESHWAR THAKUR

HON'BLE JUSTICE MR. VIKAS SURI

ORDER DATE: 01.04.2025

Complainant Representative: Mr. Pawan Kumar Muteja , Mr. Brijesh Kumar, Ms. Suverna Mutneja

Respondent Representative: Mr. Satya Pal Jain , Mr. Brijeshwar Singh Kanwar

Gist: The High Court held that the developer unlawfully avoided RERA registration by dividing the “Windchants” project into phases and making unauthorized constructions. It quashed state instructions that gave primacy to local laws over RERA, reaffirming RERA's overriding authority. The Court directed strict compliance with RERA provisions, especially regarding plan alterations and project registration. It upheld homebuyers’ right to raise grievances under Section 31 of RERA.

The case before the Punjab and Haryana High Court concerned a challenge by homebuyers (the petitioners) to certain administrative decisions and approvals granted in relation to a group housing project named “Windchants” located in Sector 112, Gurugram, Haryana. The petition primarily sought the quashing of directions issued under Section 83 of the Real Estate (Regulation and Development) Act, 2016 (RERA), as well as the in-principle approval for an Occupation Certificate granted by the Town and Country Planning Department.

The petitioners alleged that the developer, Respondent No. 6, had not completed the project within the stipulated time and had subsequently attempted to bypass mandatory provisions of RERA. Initially, licenses were granted under the Haryana Development and Regulation of Urban Areas Act, 1975, but as the project remained incomplete even after extensions, certain allottees filed complaints before the NCDRC. The NCDRC quashed the builder’s demand related to increased sale area and this order was upheld by the Supreme Court.

The crux of the petitioners’ arguments was that the builder had divided the project into four “phases” and registered only some towers under RERA, deliberately evading full registration. Moreover, occupation certificates were allegedly issued without verifying construction as per sanctioned plans. The petitioners claimed that multiple deviations had occurred, such as construction of 20 EWS units on green areas, and that these were not appropriately inspected or reported by authorities. Although a public notice was issued seeking objections, the petitioners contended that relevant documents (like as-built drawings and revised plans) were not made available for scrutiny.

It was further argued that the impugned directions dated 25.01.2021, issued by the Principal Secretary, accorded precedence to State laws like the Haryana Apartment Ownership Act, 1983 and the 1975 Act over RERA. The petitioners challenged this, asserting that Section 89 of RERA gives it overriding effect over other laws, and that State authorities could not dilute the mandates

of RERA, especially Section 14(2), which mandates prior consent of two-thirds of allottees for any material alterations in project plans.

In defense, the Union of India and the State of Haryana argued that the occupation certificates were legally issued and that affected petitioners had an alternative remedy by way of appeal under Section 19 of the 1975 Act. Respondent No. 6 (the developer) argued that the petitioners were not allottees of the particular towers for which the occupation certificate was being challenged, and that the project had been developed in phases in accordance with legal provisions. It also submitted that the EWS units constructed on green areas had already been demolished, making that part of the grievance infructuous.

The Court noted that while Section 83 of the RERA Act permits the State Government to issue policy directions, such directions cannot override or dilute statutory mandates of RERA, especially those concerning the rights of allottees and registration of ongoing projects. The Court emphasized that the definition of "ongoing projects" under the Haryana Rules included projects lacking a completion certificate as of 01 May 2017. Since the Windchants project did not have valid completion certificates before that date, it qualified as an ongoing project under RERA.

Importantly, the Court held that classification of phases cannot be used as a ruse to escape RERA registration, especially when done to circumvent statutory obligations. The Court also reaffirmed the precedent set by the Supreme Court in *Forum for People's Collective Efforts vs State of West Bengal*, reiterating that RERA was enacted to ensure transparency and protect homebuyers, and must have precedence over any conflicting state laws.

The Court rejected the argument that absence of registration absolved the builder of liability, noting that under Section 31 of RERA, any aggrieved person could file a complaint regarding violations. It ruled that jurisdiction of RERA authorities flows from the substance of the complaint and the role of the party as a promoter, rather than mere technicalities about registration status.

In conclusion, the High Court held that the impugned administrative instructions that diluted RERA's provisions were not sustainable and emphasized strict compliance with RERA, especially regarding alterations in sanctioned plans, registration of projects, and transparency in disclosures. The relief sought was partly granted by recognizing the illegality of such directions and reinforcing the supremacy of the RERA framework.

RAJASTHAN HIGH COURT

PETITIONER: AURIC INFRAPROJECTS LIMITED

RESPONDENT: 1. AMIT KUMAR GUPTA

2. ARUN CHAHAR

3. PRAVEEN PAREEK

CORAM: HON'BLE MR. JUSTICE ASHOK KUMAR JAIN

ORDER DATE: 23.05.2025

Complainant Representative: Mr. Samkit Jain

Respondent Representative: Mr. Nikhil Kumar Jain

Gist: Auric Infraprojects challenged a civil suit filed by a resident over RWA issues, citing lack of civil court jurisdiction under the Rajasthan Apartment Ownership Act, 2015. The trial court had dismissed their plea under Order VII Rule 11 CPC. The High Court ruled

that such disputes must be decided by the competent authority under the Act. Accordingly, the High Court set aside the trial court's order and rejected the civil suit.

In this civil revision petition, Auric Infraprojects Limited (petitioner/defendant) challenged the order dated 20.01.2025 passed by the Additional Civil Judge No.18, Jaipur, in Civil Suit No.374/2024. The trial court had dismissed the petitioner's application under Order VII Rule 11 of the Code of Civil Procedure (CPC), which sought rejection of the plaintiff's suit on grounds of jurisdiction.

The respondent/plaintiff, Amit Kumar Gupta, a resident of Auric Prime-II Society developed by the petitioner, filed a civil suit seeking declaration and permanent injunction concerning disputes related to the Auric Villas Residents Welfare Society (RWA), governed under the Rajasthan Apartment Ownership Act, 2015. The petitioner contended that the civil court lacked jurisdiction because the Act of 2015 provides a comprehensive dispute resolution mechanism, particularly Section 31, which bars civil courts from exercising jurisdiction in matters governed by the Act.

The plaintiff opposed the application, arguing that under Order VII Rule 11, the court must restrict itself to the plaintiff's contents and not consider the defendant's defense. The trial court, agreeing with the plaintiff, held that jurisdictional questions could be addressed only after framing issues and leading evidence, and dismissed the application.

Justice Ashok Kumar Jain of the Rajasthan High Court examined the scope and application of the 2015 Act, especially Sections 3, 10, 24–27, and 31, and found that the subject matter of the suit indeed fell under the exclusive jurisdiction of the competent authority under the Act. Section 31 specifically bars courts from intervening in matters that the competent or appellate authority is empowered to adjudicate under the Act. The Act applies to all apartment buildings, whether constructed before or after its commencement, and mandates formation of apartment owners' associations and related governance.

The court also elaborated on the principles underlying Order VII Rule 11 CPC, which permits rejection of complaints that fail to disclose a cause of action or are barred by law. Citing landmark judgments such as *T. Arivandandam v. T.V. Satyapal*, *Saleem Bhai v. State of Maharashtra*, and *Dahibhen v. Arvindbhai*, the court emphasized that complaints disclosing no cause of action or barred by statute must be rejected at the outset to avoid waste of judicial time.

Applying these principles, the High Court held that the plaintiff bypassed the appropriate statutory forum under the 2015 Act and directly approached the civil court for a relief that is not maintainable under Section 31. The dispute regarding discontinuation of facilities by the RWA should have been raised before the competent authority designated under the Act.

As a result, the High Court allowed the revision petition, set aside the trial court's order dated 20.01.2025, and allowed the application under Order VII Rule 11 CPC, thereby rejecting Civil Suit No.374/2024 as not maintainable.

PART-II

REPORTING OF CASE LAWS

RAJASTHAN REAL ESTATE APPELLATE TRIBUNAL**APPELLANT: SURENDRA KUMAR GOYAL****RESPONDENT : GORBANDH FORT AND PALACE LLP****CORAM: MR. YUDHISTHIR SHARMA MEMBER****MR. RAJENDRA KUMAR VIJAYVARGIA, HON'BLE, MEMBER****ORDER DATE: 09.05.2025**

Appellant Representative: Ms. Unnati Vijay, Advocate

Respondent Representatives: Mr. Sandeep Pathak, Advocate

Gist: The appellant had paid over 80% of the flat cost but was threatened with cancellation due to non-payment of a disputed demand. Instead of granting interim protection, the Authority directed him to approach the promoter and pay dues. Challenging this, the Tribunal modified the order, restrained the promoter from cancelling the allotment, and directed the appellant to deposit 50% of the demanded amount within 30 days. The appeal was thus partly allowed.

The present appeal was filed by the appellant-complainant under Section 44 of the Real Estate (Regulation and Development) Act, 2016 (RERA Act) against the interlocutory order dated 03.03.2023 passed by the Regulatory Authority in Complaint No. RAJ-RERA-C-N-2023-6095. The grievance raised in the appeal pertained to the failure of the Regulatory Authority to grant interim protection against cancellation of the allotted unit by the promoter and instead directing the complainant to approach the promoter and pay the due installments as per demand notice dated 17.02.2023.

The background of the dispute relates to the booking of Unit No. A-502 in the project titled “The Crown” (RERA Registration No. RAJ/P/2017/001) by the complainant. An Agreement for Sale was executed on 25.04.2017 for a total consideration of ₹1,03,51,000/-, out of which ₹86,53,436/- had already been paid. Thus, over 80% of the sale consideration had been deposited by the complainant. As per the agreement, the possession was to be delivered by 31.12.2018 with a grace period until 30.06.2019. However, instead of handing over possession, the promoter issued multiple demand notices dated 15.01.2020, 11.02.2020, 20.05.2020, 05.08.2020, and 17.02.2023 demanding ₹31,84,344/-.

Aggrieved by this, the complainant filed a complaint before the Authority praying for (i) directions to the promoter to offer possession only after obtaining the occupancy certificate, (ii) interest on the amount paid from 01.01.2019 until possession, (iii) setting aside of the impugned demand notice dated 17.02.2023, (iv) adjustment of Input Tax Credit benefit, (v) imposition of penalty under Section 61 of the RERA Act and relevant rules, and (vi) litigation costs of ₹50,000/- . Interim relief was also sought restraining the promoter from cancelling the allotment.

However, by the interlocutory order dated 03.03.2023, the Authority directed the complainant to approach the promoter and pay the due installments in order to take possession, while clarifying that the issue of interest on delayed possession would be adjudicated later on merits. This led to the filing of the present appeal.

In the appeal, the appellant contended that the direction issued by the Authority was unjust and failed to appreciate that over 80% of the consideration had already been paid. The appellant argued that the promoter was threatening cancellation despite the delay in handing over possession and pending deficiencies in project clearances. The appellant clarified that he was not refusing to pay the remaining dues, but sought appropriate adjustment as per clause 2 of the agreement dated 25.04.2017. Relief was sought for quashing the Authority's direction dated 03.03.2023, restraining the promoter from cancelling the allotment, and awarding litigation costs of ₹25,000/-. Interim relief was also sought to stay the said direction pending disposal of the appeal.

The respondent-promoter, in its reply, asserted that the complainant had failed to deposit the due installments despite multiple notices. It was contended that the project had since been taken over by the promoter from the erstwhile owner vide LLP Agreement dated 27.11.2018 and that possession was being handed over to other allottees. It was also emphasized that the complainant had voluntarily chosen the construction-linked payment plan and made payments accordingly.

In rejoinder, the complainant reiterated that despite paying more than 80% of the sale consideration, the promoter was acting arbitrarily and threatening cancellation.

During the hearing, it was prima facie observed by the Appellate Tribunal that the promoter failed to hand over possession within the stipulated timeframe and although a Completion Certificate dated 13.01.2022 was obtained from the empanelled architect, the complainant raised doubts over its validity, pointing out that key clearances like Fire NOC, Environment Clearance, Solar Panel installation, etc. were incomplete. However, the Tribunal confined itself to examining the correctness of the interlocutory order dated 03.03.2023 under Section 44(6) of the RERA Act without delving into the merits.

Recognizing that the complainant had paid over 80% of the total consideration, the Tribunal modified the impugned order. It restrained the promoter from cancelling the unit allotted to the complainant pursuant to the demand letter dated 17.02.2023. Further, the Tribunal directed that the complainant deposit 50% of the demanded amount (i.e., 50% of ₹31,84,344/-) within 30 days of receiving the certified copy of the order. It was made clear that failure to comply with this direction within 30 days would render the interim relief ineffective.

Accordingly, the appeal was partly allowed. The case was remanded for further adjudication by the Regulatory Authority on merits, particularly regarding interest for delayed possession and other reliefs sought in the original complaint.

APPELLANT: KULDEEP KUMAR SINGHAL,

RESPONDENT : MOJIKA REAL ESTATE AND DEVELOPERS. PVT. LTD

CORAM: MR. YUDHISTHIR SHARMA MEMBER

MR. RAJENDRA KUMAR VIJAYVARGIA, HON'BLE. MEMBER

ORDER DATE: 20.05.2025

Appellant Representative: Mr. Mitesh Rathore, Advocate

Respondent Representatives: Mr. Dinesh Chandra Sharma, Advocate

Gist: In this appeal, the allottee sought a refund for delayed possession of a flat in the "Mojika Ultima" project. The Tribunal upheld the Authority's order denying the refund, citing the issuance of the completion certificate and contractual terms. However, it directed the promoter to pay interest for the delay and obtain the occupancy certificate within 60 days. The allottee retains the right to claim compensation separately.

This appeal was filed by the appellant-allottee, Mr. Kuldeep Kumar Singhal, under Section 44 of the Real Estate (Regulation and Development) Act, 2016, challenging the order dated 08.12.2022 passed by the Rajasthan Real Estate Regulatory Authority (RAJ-RERA) in Complaint No. RAJ-RERA-C-2022-5113. The Authority had declined the appellant's request for refund and instead directed the promoter to offer possession on specified terms while imposing a penalty for wrongful interest demand.

Mr. Singhal had booked a 2BHK flat in the project "Mojika Ultima" located in Jaipur, for a total sale consideration of ₹23,50,000, out of which ₹22,44,250 was already paid through self-funding and bank loan. An agreement for sale was executed on 10th January 2018, with a stipulated possession date of 31st January 2021. However, the promoter failed to deliver possession on time, instead obtaining a delayed completion certificate on 27th January 2022 without proper intimation and allegedly raised unlawful demands, including 18% p.a. interest and other charges.

Aggrieved by these actions, the appellant approached the Authority seeking a refund under Section 18(1)(a) of the Act. The Authority, however, refused the refund on the grounds that the project had obtained a completion certificate and was therefore in compliance with statutory obligations. The promoter was directed to make a valid offer of possession and adjust any wrongful interest, and a penalty was imposed on him for such wrongful demands.

In appeal, the appellant reiterated his contentions and sought refund on the ground that he could not be compelled to accept delayed and disputed possession. The promoter argued that the project was completed, and the unit earmarked for the appellant remained available. It was further submitted that there was no unreasonable delay or impossibility of performance warranting refund.

The Tribunal relied on its earlier decision in Appeal No. 62/2023 (Jasmeet Jain v/s Mojika Real Estate), involving the same promoter and project. It held that under Section 18(1), refund is available in cases where possession is not delivered as per agreement. However, post issuance of completion certificate, the promoter is deemed to have fulfilled obligations under Section 11(4)(a). The Tribunal also highlighted the terms of the Agreement for Sale that excluded refund post-completion except in exceptional cases like structural defects, inordinate delay, or non-habitable conditions.

The Tribunal further held that refund post-completion would jeopardize the financial viability of the project, which is contrary to Section 4(2)(1)(D) requiring 70% of collected funds to be used only for land and construction. Refunds after project completion could destabilize the real estate sector and adversely affect other allottees.

It concluded that the appellant was not entitled to a refund but remained eligible to claim interest for delayed possession as per the proviso to Section 18(1). The appeal was dismissed, and the promoter was directed to pay interest from the committed possession date until a valid possession offer is made. The promoter must also obtain the occupancy certificate within 60 days and share it with the appellant and the Authority. The appellant retains the right to seek compensation before an appropriate forum, if so advised.

APPELLANT: SHRI VINAYAK CONSTRUCTION COMPANY

RESPONDENT :1.PAWAN GAUR

2.RAJASTHAN REAL ESTATE REGULATORY AUTHORITY

CORAM: MR. YUDHISTHIR SHARMA MEMBER

MR. RAJENDRA KUMAR VIJAYVARGIA, HON'BLE, MEMBER**ORDER DATE: 27.05.2025**

Appellant Representative: Mr. K.N. Sharma, Advocate

Respondent Representatives: Mr. Pawan Gaur, appellant in person

Mr. Vikram Pratap Singh

Gist: The appellant challenged RAJ-RERA's order directing project registration and imposing a ₹10 lakh penalty, alleging wrongful assumption of a larger integrated development. The Tribunal found the project confined to a 163.50 sq. mtr plot with 8 units, qualifying for exemption under Section 3(2)(a) of the RERA Act. The impugned order was set aside and the matter remanded for fresh enquiry into possible integration. The complainant's claim for possession was also rejected due to material suppression..

The present appeal, *Shree Vinayak Construction Company vs. Pawan Gaur & Anr.* (Appeal No. 80/2023), was filed under Section 44 of the Real Estate (Regulation and Development) Act, 2016, challenging the order dated 29th March 2023 passed by the Rajasthan Real Estate Regulatory Authority (RAJ-RERA), Jaipur in Complaint No. RAJ-RERA-C-2020-3405. The Authority had directed the appellant to register its project located at Tehsil, Sanganer, District Jaipur under Section 3 of the Act and imposed a penalty of ₹10 lakhs for concealing material facts, misleading the Authority, and attempting to circumvent the provisions of the Act. Further, the Authority dismissed the complainant's claim for possession of the flat and imposed a cost of ₹5,000 on him for suppression of facts and misuse of the Authority's time.

The case arose when the complainant, Mr. Pawan Gaur, alleged that he had booked Flat No. 2 in the appellant's project by paying ₹61,000 in advance, and a housing loan of ₹20 lakhs was sanctioned by HDFC Bank, with ₹14.4 lakhs disbursed. He claimed that the promoter failed to get the project registered with RERA, lacked JDA and other statutory approvals, and unlawfully sold the flat to a third party despite a temporary injunction. He further alleged that the appellant was part of a larger illegal development consisting of about 100 flats without approvals. The appellant, on the other hand, contended that its project consisted of only eight apartments on a 163.50 sq. mtr plot, qualifying for exemption under Section 3(2)(a) of the Act. The promoter asserted that the flat booking was cancelled due to non-payment and that the advance was refunded. The Authority, relying on a court officer's report, held that the appellant's project was part of a larger integrated development of 150–200 flats across multiple plots, and thus required registration.

In the appeal, the appellant's counsel, Mr. K.N. Sharma, argued that the Authority erred in concluding the project's integration with adjacent constructions. He submitted documentary evidence such as the title deed, lease deed, and an affidavit, proving that the project was confined to a subdivided plot of 163.50 sq. mtr with only eight units. The appellant denied any association with the adjacent buildings, and termed the court officer's report speculative, lacking evidentiary basis to establish any common development or integrated infrastructure.

Respondent No. 1, Mr. Pawan Gaur, reiterated his claim of flat booking and payment, alleging malafide intent by the appellant. Respondent No. 2, i.e., RAJ-RERA, defended its order through counsel Mr. Vikram Pratap Singh, stating that the appellant misled the Authority with false affidavits and concealed the fact that the development included common amenities such as lobbies, lifts, sewage systems, and shared terraces across adjacent blocks, which resembled a unified project. The Authority contended that the appellant abused the legal process and the appeal should be dismissed with heavy cost. It also submitted that Mr. Gaur too had misled the Authority

by not disclosing that the ₹61,000 was refunded and that EMI payments were reversed, and he also misused the disbursed loan amount.

The Appellate Tribunal, after examining the documents, pleadings, and court officer's report, framed three key issues: (i) whether the appellant's project required registration; (ii) whether the penalty imposed was valid; and (iii) whether the complainant was entitled to possession. On the first issue, the Tribunal held that the appellant's evidence – including title documents and sworn affidavit – sufficiently established that the project was limited to 163.50 sq. mtr land and eight units, qualifying for exemption under Section 3(2)(a). The court officer's report suggesting a larger project lacked direct evidence linking the appellant to the entire integrated scheme. However, given conflicting materials, the Tribunal deemed it appropriate to remand the matter back to RAJ-RERA for a fresh enquiry to ascertain the true scope of the development.

On the second issue of penalty, the Tribunal held that since the project appeared to qualify for exemption, the imposition of ₹10 lakhs under Section 59 lacked legal basis. However, it left the matter open for re-examination depending on findings from the detailed enquiry into the alleged larger development. Regarding the third issue, the Tribunal upheld the Authority's decision to reject the complainant's claim for possession and confirmed the imposition of ₹5,000 cost, citing the complainant's suppression of facts, including the refund of booking amount and reversal of EMI deductions.

Accordingly, the Tribunal allowed the appeal, set aside and quashed the impugned order dated 29th March 2023, and remanded the matter to RAJ-RERA. The Authority was directed to form a fresh enquiry team to examine the actual extent and integration of the development, identify the real promoter(s), and issue fresh notices and directions as per law. The complainant's claim and the penalty on the promoter shall also be revisited after the enquiry. The appeal was disposed of with no order as to costs, and all interim applications were closed. This case underscores the importance of precise documentation, independent project delineation, and the need for conclusive evidence in matters concerning RERA project registration and promoter liability.

MAHARASHTRA REAL ESTATE APPELLATE TRIBUNAL

APPELLANT: Dream world Landmark LLP

RESPONDENT : Ms. Sofia Bernard Swamy

**CORAM: SHRI S.S. SHINDE J., CHAIRPERSON, &
SHRI SHRIIGNT M. DESHPANDE, MEMBER**

ORDER DATE: 09.05.2025

Appellant Representative: Adv. Mr. Nitin Kaskar

Respondent Representatives: Adv. Ms. Sarita Fernandes

Gist: The applicant sought condonation of an 82-day delay in filing an appeal against a MahaRERA order dated 11.11.2024, citing internal procedural delays and counsel's workload. The Tribunal found the reasons insufficient and noted that the appeal was filed only after non-compliance proceedings were initiated. Holding the applicant's conduct negligent and dilatory, the Tribunal rejected the application and refused to condone the delay.

In the matter of Miscellaneous Application No. 342 of 2025, the applicant (a promoter/developer) approached the Maharashtra Real Estate Appellate Tribunal seeking condonation of an 82-day delay in filing an appeal against the order dated 11.11.2024 passed by the Maharashtra Real Estate Regulatory Authority in Complaint No. CC005000000106820. The Authority had partly allowed

the original complaint filed by the non-applicant. The applicant's learned Advocate submitted that the delay occurred due to internal procedural hurdles within the applicant firm. Following the pronouncement of the impugned order, the concerned person from the applicant's office informed the head of its legal department. However, the process of locating all relevant records and complaint papers took time. Furthermore, the applicant's Advocate, during that period, was simultaneously engaged in the preparation and filing of several other appeals, which also required extensive coordination with multiple departments of the applicant's organization. As a result, drafting of the appeal was delayed, and it could be filed only on 02.04.2025, thus exceeding the prescribed limitation period of 60 days by 82 days. The applicant contended that the delay was neither deliberate nor motivated by any mala fide intent and further argued that no prejudice would be caused to the non-applicant by condoning the delay. On the contrary, refusal to condone would result in grave harm and injustice to the applicant.

The non-applicant opposed the application, asserting that it was misconceived both in law and fact, and that the delay was inordinate. It was alleged that the applicant had failed to establish any sufficient cause and had resorted to filing the appeal only after the non-applicant initiated non-compliance proceedings to enforce the Authority's order. Hence, the non-applicant alleged that the appeal was a mala fide attempt to delay execution and deny the fruits of the impugned order.

Upon hearing both parties and examining the application, reply, and material on record, the Tribunal considered the issue of whether sufficient cause had been shown to justify condoning the delay. It noted that the impugned order had been passed on 11.11.2024, and the limitation period to file the appeal expired on 10.01.2025. However, the appeal was filed only on 02.04.2025. The Tribunal held that the reasons advanced—namely the time taken to trace papers, prepare the draft, and other workload of the Advocate—did not amount to "sufficient cause" under the law. The Tribunal observed that such reasons were routine and failed to justify the applicant's inaction. The Tribunal emphasized that the applicant, being a promoter with ample resources, was well placed to pursue legal remedies within the limitation period.

The Tribunal referred to the judgment of the Hon'ble Supreme Court in *Esha Bhattacharjee v. Managing Committee of Raghunathpur Nafar Academy* [(2013) 12 SCC 649], which laid down principles for considering condonation of delay. These include the need for a liberal but reasoned and pragmatic approach, the importance of good conduct and bona fides, and the requirement of real, substantial, and not fanciful causes for delay. The Tribunal concluded that the applicant's explanation lacked sincerity and that the conduct reflected negligence and a lack of vigilance. It further noted that the applicant's appeal appeared to be filed only as a delaying tactic after non-compliance proceedings had been initiated by the non-applicant.

In light of the legal principles, facts, and conduct of the parties, the Tribunal found no merit in the application. It ruled that the applicant acted casually and filed the appeal at its own convenience with a dilatory intent. It was particularly significant that the applicant failed to act promptly despite being a resourceful promoter. The Tribunal held that the applicant had not satisfactorily explained the reasons for the inordinate delay and had failed to establish sufficient cause. As a result, the Tribunal dismissed Miscellaneous Application No. 342 of 2025, refused to condone the delay of 82 days, and held the appeal to be time-barred. This decision reinforces the principle that procedural delays within a party's internal setup or professional obligations of counsel do not constitute sufficient cause under the law and that courts will not permit parties to frustrate the execution of binding orders through such pretexts.

APPELLANT: Siddhitech Developers Pvt. Ltd.
RESPONDENT : Kishan Jhan & others

**CORAM: SHRI S.S. SHINDE J., CHAIRPERSON, &
SHRI SHRIIGNT M. DESHPANDE, MEMBER**
ORDER DATE: 09.05.2025

Appellant Representative: Adv. Ms. Khusnumah Banerjee
Respondent Representatives: Adv. Mr. Godfrey W. Pimenta

Gist: The appellant/promoter challenged a MahaRERA order directing interest payment for delay in possession. The Appellate Tribunal held that the promoter was entitled to a cumulative one-year moratorium based on MahaRERA notifications. Since the promoter deposited ₹6,16,300/- after adjusting for the moratorium, the Tribunal held it as full compliance under Section 43(5) of the RERA Act, making the appeal maintainable.

In the present matter, the appellant, being the promoter of a real estate project registered with MahaRERA under Project Registration No. 51900017229, filed Appeal No. AT125/0049-25 challenging the impugned order dated 21.11.2024 passed by the Maharashtra Real Estate Regulatory Authority in Complaint No. CC006000000591533. By this impugned order, the Authority had directed the appellant/promoter to pay interest to the respondents (allottees) due to delay in handing over possession of the booked flat. Since the appeal was filed by the promoter, the mandate under the proviso to Section 43(5) of the Real Estate (Regulation and Development) Act, 2016 (RERA Act) became applicable, requiring the promoter to first deposit the entire amount payable to the allottees, including interest and compensation, as determined by the Authority, before the appeal could be entertained or heard on merits.

In compliance with the Tribunal's direction dated 25.02.2025, the appellant submitted that a demand draft dated 24.03.2025 for ₹6,16,300/- was deposited in favour of the Maharashtra Real Estate Appellate Tribunal, drawn on ICICI Bank, Fort Branch, Mumbai. The said deposit was acknowledged by the registry under receipt no. 899 dated 25.03.2025. The appellant also submitted a calculation sheet in support of the interest amount deposited. The key figures stated were: total consideration of ₹3,55,00,000/-, amount paid by the allottees ₹2,52,04,000/-, interest start date as 31.12.2024 (after adjusting for a one-year moratorium), interest end date as 25.03.2025, total of 85 days at the rate of 10.50% (SBI's MCLR + 2%), leading to a total interest amount of ₹6,16,289/-, which the appellant claimed to be in full compliance with the statutory requirement under Section 43(5).

However, the respondents' advocate disputed this claim. He argued that the appellant had incorrectly assumed a one-year moratorium, whereas only a six-month moratorium was actually applicable as per the relevant MahaRERA notifications. The respondents relied on Notifications/Orders Nos. 13, 14, and 21 dated 02.04.2020, 18.05.2020, and 06.08.2021 respectively, which were referenced in the impugned order. They submitted that, cumulatively, only a six-month period ought to be deducted for moratorium purposes. On this basis, the respondents recalculated the interest to be ₹19,35,872.82, contending that the deposit of ₹6,16,300/- was short by ₹13,19,572.82, and hence, did not meet the requirement under Section 43(5).

The Tribunal examined both sets of calculations and reviewed the cited MahaRERA notifications. It found that Notification No. 13 of 2020 granted a moratorium from 15.03.2020 to 30.06.2020; Notification No. 14 of 2020 extended this to 14.09.2020 (total six months); and Notification No. 21 of 2021 provided a separate moratorium from 15.04.2021 to 14.10.2021 (another six months). Thus, the cumulative moratorium period was rightly considered to be 12 months (one year). The Tribunal further referred to the impugned order, which had clearly recognized the promoter's

entitlement to the cumulative benefit of the moratoriums under all three notifications. It was also specifically mentioned in the order that the moratorium period was to be deducted from the period for which interest is payable.

Applying this interpretation, the Tribunal concluded that the appellant had correctly adjusted the interest start date to 31.12.2024 by deducting the one-year moratorium from the original due date of 31.12.2023. Therefore, the 85-day period used for interest computation was appropriate, and the deposited amount of ₹6,16,300/- was held to be accurate and compliant with the requirements of Section 43(5) of the RERA Act, 2016.

Accordingly, the Tribunal passed an order stating that the amount deposited by the appellant fulfills the condition laid down under Section 43(5), and hence, the appeal is maintainable. This case highlights the correct interpretation and application of the moratorium periods granted under various MahaRERA notifications and confirms the promoter's right to cumulative exclusion of force majeure periods when calculating interest for delay under Section 18 of the RERA Act.

APPELLANT: Godrej Greenview Housing Pvt. Ltd.

RESPONDENT : Mr. Ajit Dabhade

**CORAM: SHRI S.S. SHINDE J., CHAIRPERSON, &
SHRI SHRIIGNT M. DESHPANDE, MEMBER**

ORDER DATE: 24.06.2025

Appellant Representative: Adv. Mr. AbhAt K. Mangade

Respondent Representatives: Adv. Mr. Omkar Kudale

Gist: The appellant challenged a MahaRERA order directing refund without interest, while the respondent filed delayed cross objections seeking further reliefs. The Tribunal condoned a 41-day delay in filing cross objections, citing lack of legal awareness and procedural difficulties. It held that the delay was not deliberate and allowed the cross objections in the interest of justice, as the appeal was at a pre-admission stage.

The appellant/promoter filed an appeal before the Maharashtra Real Estate Appellate Tribunal challenging the order dated 11.03.2024 passed by the Maharashtra Real Estate Regulatory Authority (MahaRERA) in Complaint No. CC0060000199104. The impugned order partly allowed the complaint filed by the respondent/allottee, directing the appellant to refund the amounts paid by the respondent towards the consideration of the subject flat, without any interest, after deducting 2% of the total consideration (excluding statutory dues or brokerage). However, the claim of interest by the respondent was rejected on merits.

Subsequently, the respondent/allottee filed cross objections seeking modification of the impugned order and claimed further reliefs. Alongside, the respondent filed Misc. Application No. 656 of 2024 seeking condonation of a 41-day delay in filing the cross objections. The respondent's advocate contended that the delay was unintentional and justified due to procedural and practical difficulties.

It was submitted that the notice of first appearance was received only on 22.07.2024 from the appellant and subsequently via the Tribunal's official email on 25.07.2024, which was also the date fixed for appearance. As the notice was received just two days prior, the respondent could not sufficiently prepare or engage legal counsel. On 25.07.2024, the respondent appeared personally before the Tribunal and sought time to engage an advocate and file a reply. The Tribunal permitted filing of vakalatnama and reply within four weeks.

Following this, an advocate was engaged who, upon reviewing the order, advised filing of cross objections. However, the respondent was unaware of the legal requirement under Regulation 13 of the Maharashtra Real Estate Appellate Tribunal Regulations, 2019, which mandates filing of cross objections within 7 days from the date of first appearance. The advocate also highlighted that collection and review of necessary documents took some time, contributing to the delay. It was contended that the delay was not due to mala fide intent and condonation would not prejudice the appellant but denial would cause irreparable loss to the respondent.

In response, the appellant opposed the application, contending that the delay was unwarranted and against the mandatory timeline prescribed under Regulation 13. The appellant asserted that the cross objections were a deliberate tactic to delay the appeal. The appellant argued that the impugned order was publicly available on the MahaRERA website from 11.03.2024, and the appeal memo with annexures had already been served to the respondent by RPAD on 01.05.2024. Thus, the respondent had sufficient notice and time to respond and file cross objections but chose not to.

The Tribunal examined the pleadings and oral arguments of both parties. It confirmed that the appeal was filed on 25.04.2024 and that the respondent had received a copy of the appeal memo on 01.05.2024. The first appearance was fixed on 25.07.2024, and as per rules, cross objections should have been filed within 7 days from this date. However, the same were filed with a delay of 41 days.

The Tribunal considered the reasons cited by the respondent for delay — including lack of legal awareness, late receipt of notice, time taken to engage counsel, and collect documents — and held that these explanations did not appear to be mala fide or part of a dilatory strategy. The Tribunal applied the principle laid down by the Hon'ble Supreme Court in *Collector, Land Acquisition, Anantnag v. Mst. Katiji* [(1987) 2 SCC 107], which emphasized a liberal and justice-oriented interpretation of "sufficient cause" to prevent miscarriage of justice due to procedural delays.

The Tribunal observed that denying condonation in such cases might lead to rejection of potentially meritorious claims at the threshold and would defeat the cause of justice. It noted that there was no presumption of intentional delay or negligence and that the respondent had taken steps promptly after engaging counsel.

Given that the appeal was still at the pre-admission stage, the Tribunal concluded that accepting the cross objections at this stage would not cause any prejudice to the appellant. Accordingly, in the interest of justice, the Tribunal allowed Misc. Application No. 656 of 2024, condoning the delay and taking the cross objections on record, without prejudice to the appellant's right to challenge them during the final hearing. The application was disposed of accordingly.

APPELLANT: DREAM WORLD LANDMARK LLP

RESPONDENT: SNEHALATA BHOGTE (KIRVE)

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

SHRI S.M. DESHPANDE, MEMBER

ORDER DATE: 30.06.2025

Appellant Representative: Adv. Khurshida Shaikh

Respondent Representatives: Adv. Nilesh Bhandari

Gist: The appellant sought condonation of an 80-day delay in filing an appeal, citing internal approvals and coordination with counsel as reasons. The respondent opposed, arguing no sufficient cause or day-to-day explanation was provided. The Tribunal,

balancing procedural compliance with justice, condoned the delay upon payment of ₹25,000 to the respondent within two weeks.

The matter pertains to an application filed by the appellant seeking condonation of a delay of 80 days in filing an appeal before the Appellate Tribunal under the provisions of the Real Estate (Regulation and Development) Act, 2016. The application was argued by Advocate Mr. Hitendra Parab on behalf of the applicant, while the non-applicant was represented by Advocate Mr. Nilesh Bhandari. The applicant submitted that the delay was neither intentional nor deliberate but was caused due to internal procedural steps required within the applicant's organization, which is a Limited Partnership firm. The delay, it was argued, arose because the concerned officer of the appellant first informed the head of the legal department about the impugned MahaRERA order. After approximately a week and after reviewing the documents, the management decided to file an appeal.

Subsequently, time was taken to trace and compile all relevant documents and to appoint a suitable advocate. The appointed advocate, upon receiving the documents, took further time to understand the matter and to obtain comprehensive instructions from the appellant. Even after preparing a first draft of the appeal, the advocate sought further clarifications and instructions, which extended the process further. This series of events cumulatively led to a delay of 80 days in filing the appeal. The applicant emphasized that the delay was not deliberate and that denying condonation would result in grave and irreparable loss, as the appellant would lose the opportunity to contest the matter on merits. It was also submitted that no harm would be caused to the respondent if the delay was condoned, and that reasonable costs may be imposed if necessary.

On the contrary, the non-applicant, through its counsel Mr. Nilesh Bhandari, opposed the application for condonation. It was argued that the application did not disclose any sufficient cause for the delay and lacked a day-to-day explanation, which is generally required for such condonation. He asserted that the reasons given were vague and generic, and failed to show any exceptional or justifiable circumstances. Moreover, it was contended that the non-applicant was being deprived of the benefit of the decree passed by the MahaRERA due to the appellant's inaction and delay. Therefore, it was urged that the application be rejected.

After hearing both sides, the Tribunal considered the contents of the application, particularly paragraphs 4 to 7, which outlined the internal decision-making and coordination process that caused the delay. The Tribunal observed that although a detailed day-to-day explanation was absent, the reasons provided suggested that time was spent in obtaining internal approvals, tracing documents, and providing proper instructions to counsel, which are essential steps in a corporate structure. The Tribunal also took note of the fact that the appeal was not filed with malafide intent, and the delay did not appear to be unreasonable given the context.

Balancing procedural requirements with the principles of substantive justice, the Tribunal held that the delay of 80 days could be condoned in the interest of justice. However, it imposed a cost of ₹25,000/- to be deposited by the appellant in the respondent's account within two weeks from the date of the order. This condition was seen as appropriate to offset any inconvenience caused by the delay while still allowing the matter to be decided on merits. The Tribunal's decision reflects a pragmatic approach that seeks to ensure fairness without encouraging laxity in adhering to statutory timelines.

APPELLANT: Puneet Developers

RESPONDENT : Jagdish Gawade

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

SHRI SHRIIGNT M. DESHPANDE, MEMBER**ORDER DATE: 30.06.2025**

Appellant Representative: Adv. Mr. Ketaki P

Respondent Representatives: Adv. Mr. Ajay Pai

Gist: The applicant sought condonation of a 760-day delay and restoration of an appeal against a 2018 RERA order, arguing that the earlier Tribunal order passed by a Single Member was without jurisdiction. The Tribunal agreed, citing Supreme Court and High Court rulings that such orders are nullities under Section 43(3) of the RERA Act. Consequently, both delay and restoration applications were allowed, and the appeal was directed to be heard afresh by a properly constituted Division Bench.

The present matter involves Miscellaneous Application No. 312 of 2024 filed by the applicant/developer seeking condonation of delay in filing an application for restoration of an appeal before the Maharashtra Real Estate Appellate Tribunal (MREAT). The related restoration application is Misc. Application No. 270 of 2024. The appeal sought to be restored pertains to the challenge against the order dated 06.07.2018 passed by the MahaRERA Authority in Complaint No. CC00600000023997, which was filed by the non-applicant (original complainant). The Authority had directed the parties to execute and register an agreement for sale under Section 13 of the RERA Act, 2016 within 30 days. Aggrieved by this order, the applicant/promoter filed an appeal before the Tribunal. A Single Member Bench of the Tribunal, on 26.02.2019, partly allowed the appeal by modifying the Authority's order. This prompted the non-applicant to file Execution Application No. 36 of 2019 for enforcement of the modified order, while the applicant simultaneously filed Second Appeal No. 12199 of 2019 before the Hon'ble Bombay High Court, which is still pending.

During the hearing of the execution proceedings, the applicant raised a preliminary objection contending that the order dated 26.02.2019 passed by the Single Member Bench was without jurisdiction, a nullity, and unenforceable in law. Accepting this contention, the Division Bench of the Tribunal passed an order on 14.01.2022 dismissing the execution application and holding that the Single Member Bench lacked jurisdiction to pass such an order, rendering it unenforceable. The Tribunal, however, allowed the non-applicant liberty to pursue other appropriate remedies.

The applicant, under the impression that the non-applicant would take steps in accordance with the said order dated 14.01.2022, did not immediately file a restoration application. However, when no action was taken by the non-applicant, and with the flat being blocked for years, the applicant decided to pursue the matter and filed the present applications. The applicant submitted that the delay of 760 days was unintentional and caused due to a bonafide belief that the matter had been concluded, and urged that if the application for condonation of delay was not allowed, it would cause grave and irreparable harm.

The non-applicant strongly opposed both applications, terming them as misconceived in law and fact. It was contended that the applicant had already exercised its appellate remedy by filing the Second Appeal before the Bombay High Court, which remains sub judice, and hence, seeking restoration of the appeal before the Tribunal amounted to forum shopping. The non-applicant further submitted that the delay of 760 days was gross and not backed by sufficient cause, and that the applications were a calculated afterthought aimed at stalling justice and creating procedural confusion.

The Tribunal, after carefully considering the rival submissions, pleadings, and material on record, identified the central issue: whether the order dated 26.02.2019 passed by the Single Member

Bench was legally sustainable, and whether the appeal deserved to be restored. The Tribunal referred to significant judgments, particularly *Man Global Ltd. vs. Bharat Prakash Joukani*, where both the Hon'ble Supreme Court and Bombay High Court held that as per Section 43(3) of the RERA Act, an Appellate Tribunal Bench must consist of at least one judicial member and one administrative or technical member. A Single Member, whether judicial or administrative, lacks the jurisdiction to adjudicate appeals or even applications such as those for condonation of delay. Further reference was made to *Larsen & Toubro Ltd. vs. Rekha Sinha*, where it was held that Section 55 of the RERA Act does not cure defects that contravene Section 43(3), and orders passed by improperly constituted benches cannot be validated. In *Sushil Kumar Mehta vs. Gobind Ram Bohra*, the Supreme Court held that orders passed without jurisdiction are nullities and can be challenged at any stage, including in execution or collateral proceedings.

Applying these legal principles, the Tribunal concluded that the order dated 26.02.2019 passed by the Single Member Bench lacked jurisdiction and was therefore a nullity in law. Consequently, it held that the appeal had never been properly adjudicated and must be restored for fresh consideration by a duly constituted Division Bench. Thus, both Misc. Application No. 312 of 2024 (for condonation of delay) and Misc. Application No. 270 of 2024 (for restoration of the appeal) were allowed. The appeal was directed to be restored to the Tribunal's file for adjudication on merits by a validly constituted bench, thereby ensuring compliance with the mandate of the RERA Act and principles of natural justice.

HARYANA REAL ESTATE APPELLATE TRIBUNAL

APPELLANT: Harvana Shehri Vikas Pradhikaran

RESPONDENT : 1. Kanta Rani

2. Rajinder Kumar

3. Haryana Real Estate Regulatory Authority

CORAM: Justice Rajan Gupta(Chairman)

Rakesh Manocha

ORDER DATE: 05.06.2025

Appellant Representative: Mr. Arvind Seth, Advocate

Respondent Representatives: Mr. Gaurav Gupta, Advocate

Gist: The Appellate Tribunal partially modified the Authority's order dated 07.12.2022, holding that the allottees were entitled to delay interest only from 18.07.2021 to 21.10.2022, not up to the date of the order. It upheld the interest rate of MCLR + 2% and directed disbursement of the pre-deposit amount to the allottees. The appeal was accordingly disposed of.

The present appeal arises from the order dated 07.12.2022 passed by the Real Estate Regulatory Authority, wherein the Authority directed the respondent-promoter, Haryana Urban Development Authority (HUDA)/Pradhikaran, to pay ₹2,74,521/- as delay interest to the complainant-allottees on account of delayed delivery of possession of a residential plot. The allottees were successful bidders in an auction held by Pradhikaran for a residential plot measuring 206.53 square meters in Sector 11, Urban Estate, Panchkula. The total sale consideration of ₹1,90,57,400/- was fully paid by the allottees within the stipulated time. As per Clause 5 of the allotment letter dated 04.05.2021, the promoter was obligated to deliver possession within 30 days of receiving an application from the allottee requesting possession.

The allottees claimed to have applied for possession on 18.06.2021, and thus, as per the terms of allotment, possession ought to have been delivered by 18.07.2021. However, the physical possession was actually handed over on 21.10.2022, without any compensation being paid for the delay. The Authority, after examining the records and hearing both parties, concluded that the respondent had failed to deliver possession as per the agreed timeline and was therefore liable to pay delay interest under Section 18 of the RERA Act, 2016 and Rule 15 of the Haryana RERA Rules, 2017. It awarded interest for the delay period from 18.07.2021 to the date of the order i.e., 07.12.2022, at the rate of SBI's highest Marginal Cost of Lending Rate (MCLR) plus 2%, which then stood at 10.35%. The Authority calculated the delay interest as ₹2,74,521/- and directed the respondent to pay the same within 90 days from the date of uploading the order.

Challenging this order, the promoter filed an appeal contending that the application for possession was not made on 18.06.2021 but on 07.01.2022, and therefore, the delay period had been wrongly computed. The promoter also argued that the interest granted was excessive. The allottees, represented by their counsel, presented documentary evidence (Annexure C4) showing that the possession application had indeed been submitted on 18.06.2021. They contended that the possession was delayed due to the non-completion of development works and was eventually handed over only on 21.10.2022 after several reminders.

Upon hearing the arguments and reviewing the evidence, the Appellate Tribunal found that the application for possession dated 18.06.2021 was valid and properly acknowledged. Hence, the deemed date of possession was correctly determined as 18.07.2021. However, the Tribunal held that the Authority had erred in extending the interest liability up to 07.12.2022, the date of the order. It clarified that interest should only be payable up to the actual date of possession, i.e., 21.10.2022. The Tribunal upheld the Authority's adoption of the MCLR + 2% formula for computing interest and found no infirmity in the rate or method used.

Accordingly, the Tribunal modified the Authority's order to restrict the delay interest period from 18.07.2021 to 21.10.2022. It further directed that the pre-deposit made by the promoter before the Tribunal in compliance with Section 43(5) of the RERA Act, along with accrued interest, be remitted to the Authority for disbursement to the allottees, subject to applicable tax liabilities. The appeal was thus disposed of, and the matter closed with directions to consign the file to the record.

APPELLANT: SS Group Private Limited

RESPONDENT : 1. Col. Rajendera Kumar Rastogi

2. Mrs. Shashi Rastogi

CORAM: Justice Rajan Gupta(Chairman)

Rakesh Manocha

ORDER DATE: 06.06.2025

Appellant Representative: Mr. Abhishek Kansal

Respondent Representative: Mr. Harshit Joon

Gist: The promoter of “The Leaf” project challenged RERA’s order directing full refund of ₹39.38 lakhs with interest to the allottees due to delayed possession. The appellate tribunal upheld the refund but modified the interest to be payable from the date of the Authority's order instead of from each payment date. The appeal was partly allowed on these terms.

The present appeal challenges the order dated 04.10.2022 passed by the Real Estate Regulatory Authority, which directed the promoter to refund an amount of ₹39,38,001 to the allottees along

with interest at 10% per annum from the date of each payment till the actual date of refund. The refund was to be made within 90 days, failing which legal consequences would ensue.

The appellant-promoter contended that the Authority erred in not allowing a deduction of 10% of the total sale consideration as cancellation charges, which they claimed was customary. They relied on ledger entries to demonstrate that the last payment made by the allottees was ₹12,526 on 22.05.2015, after which no further payments were received. They emphasized that the complaint seeking a refund was filed only in 2019—four years after the last payment—after the allottees issued a cancellation notice.

In response, counsel for the allottees argued that the delay in payments occurred because the construction had not progressed as per the agreed timelines. Since the payment plan was linked to construction milestones, the allottees were awaiting progress before continuing payments. It was submitted that the Occupation Certificate (OC) was issued only on 09.05.2022, approximately six years after the promised date of possession (24.09.2016), thereby proving significant delay on the part of the promoter.

The facts indicate that the project "The Leaf" in Sector 84-85, Gurugram, was launched by the appellant. The allottees booked a unit measuring 1620 sq. ft. and made payments totaling ₹39,38,001 till 22.05.2015. Although the due possession date was in 2016, the Occupation Certificate was not granted until 09.05.2022. The offer of possession was made on 12.05.2022, after the allottees had already sought cancellation of the unit back in 2015.

The key issue before the appellate tribunal was whether the promoter should be allowed to deduct 10% of the sale consideration from the refund amount. After considering the substantial delay in construction and the fact that the OC was issued long after the cancellation was initiated, the tribunal held that the allottees had an unqualified right to claim a refund, as possession had not been offered before the complaint was filed. Citing established legal principles, the tribunal upheld the Authority's finding that the allottees were entitled to a full refund.

However, balancing equities, especially considering that the last payment was made in 2015, the tribunal modified the interest liability. Instead of calculating interest from the date of each payment, it allowed interest from the date of the Authority's refund order (04.10.2022). This adjustment ensured fairness without compromising the rights of the allottees.

Accordingly, the appeal was partly allowed with modified terms for interest. The pre-deposit made during the appeal would be remitted to the Authority for disbursement in accordance with the order and subject to applicable taxes. The matter was disposed of, and the file ordered to be consigned to records.

RAJASTHAN REAL ESTATE REGULATORY AUTHORITY

COMPLAINANT: RAKESH KUMAR & ORS.

RESPONDENT: UNIOUE SHRI KRISHNA BUILDERS & DEVELOPERS LLP & ORS.

CORAM: HON'BLE MEMBER SUDHIR KUMAR SHARMA

ORDER DATE: 03.06.2025

Complainant Representative: Adv Amit Chhangani

Respondent Representative: Adv Rubal Tholia

Gist: The complainant booked a unit in the “UNIQUE VATIKA” project and received delayed possession nearly 3 years after the promised date. Despite execution of the sale deed, the Authority held that the complainant is entitled to interest for the delay under Section 18 of RERA. The promoter’s reasons like COVID-19 and financial issues were not accepted as valid defenses. Relying on key judgments, the Authority ruled that possession does not extinguish the right to claim interest.

The complainant filed a complaint under Section 31 of the Real Estate (Regulation and Development) Act, 2016 against the promoter of the “UNIQUE VATIKA” project (RAJ/P/2018/749). The complainant had booked Unit No. D-106 and executed an agreement for sale on 17.12.2019 for a total consideration of ₹8,91,000, of which ₹6,93,765 was paid (₹89,100 own funds and ₹6,04,665 through a home loan from Axis Bank). The expected date of possession was 10.05.2021, which the promoter failed to honor even after availing three extensions—the last of which expired on 13.05.2024. Due to this delay, the complainant lost the benefit of PMAY/CLSS subsidy and sought refund along with interest from each date of deposit.

In reply, the promoter did not dispute the facts of allotment, agreement execution, payment details, or the possession date but claimed the delay was due to force majeure and uncontrollable circumstances such as COVID-19 and lack of payments from other allottees. The promoter also stated that Tower-D was completed and possession was handed over on 16.05.2024, and that refund or interest should not be allowed as it would hinder the completion of the rest of the project.

During the hearing, the complainant revised the prayer to claim only interest for the delay instead of refund. It was argued that although possession had been granted, the delay caused loss, and interest under Section 18 should still be payable. The complainant also alleged that 85% of the loan was disbursed without demand or reference to the construction-linked plan, and relied on the Bombay High Court judgment in *Park Express JV v. Sagar H. Saboo* (22.03.2024), which held that interest is payable even after registration of the sale deed until the occupancy certificate is obtained.

The respondent's counsel maintained that the registration of the sale deed extinguished the complainant’s claim to interest and reiterated that delays occurred due to reasons beyond the promoter’s control. They relied on the Authority's previous order in *Mahesh Kumar vs. Uniqueshree Shyam Landhomes LLP*, arguing that once possession is handed over, refund or interest cannot be claimed.

However, the Authority verified that the project status is “LAPSED” on its official website and noted that four extensions were granted, with the latest valid only up to 12.05.2025. The Authority took judicial notice of this fact and observed that possession was handed over with a delay of nearly three years from the agreed date.

Citing the Supreme Court’s judgment in *Newtech Promoters v. State of Uttar Pradesh*, the Authority reiterated that allottees are entitled to interest for delay in possession regardless of unforeseen events, provided the delay is not attributable to them. Further, it noted that acceptance of possession does not negate the right to claim interest, as supported by rulings from the Maharashtra Real Estate Appellate Tribunal and Bombay High Court. The earlier *Mahesh Kumar* decision was distinguished as it involved withdrawal of complaint without adjudicating entitlement to interest.

Hence, the Authority upheld the complainant's right to claim interest for delayed possession under Section 18, irrespective of the registration of the sale deed.

COMPLAINANT: Satish Varshney

RESPONDENT: 1. Aakriti Landcon Private Limited

2. Baroda Rajasthan Kshetriya Gramin Bank

CORAM: Smt. Veenu Gupta(Hon'ble chairperson)

ORDER DATE: 09.06.2025

Complainant Representative: Adv. Mitesh Rathore

Respondent Representative: Adv. Ram Naresh Vijay(for bank)

Gist: The complainant, a bona fide allottee in the "Shreenath Oasis" project, sought protection under RERA after learning that the project was mortgaged without disclosure and faced SARFAESI action by the bank. The Authority held that RERA, being a later special law, prevails over SARFAESI, and rejected the bank's preliminary objections. The case will proceed on merits.

The present complaint was filed under Section 31 of the Real Estate (Regulation and Development) Act, 2016, concerning the group housing project "Shreenath Oasis," registered with RERA under registration number RAJ/P/2017/318. The complainant had booked Flat No. B-809 for a total sale consideration of ₹44,00,000, out of which ₹43,30,000 was paid. An agreement to sale was executed on 27.10.2015. Although the project commenced in 2013 with a commitment to deliver possession within 36 months, the respondent promoter failed to fulfil this obligation. As an interim arrangement, the promoter handed over possession of another unit, Flat No. A-406, on 25.04.2019. Later, the complainant alleged that the promoter was attempting to evict him from this temporary unit, prompting the Authority to issue an order on 20.11.2020 directing both parties to maintain status quo.

Subsequently, the complainant learned through a public notice dated 28.02.2023 that the project had been mortgaged to a respondent bank on 28.04.2014, well before the execution of the agreement to sale, and that the promoter had defaulted on a ₹15 crore loan. The bank initiated proceedings under the SARFAESI Act to take symbolic possession of the project. The complainant alleged that the encumbrance had never been disclosed and sought interim relief, including protection from eviction, execution of the sale deed, and compensation for delay.

In response, the respondent bank raised preliminary objections, asserting that the mortgage was executed prior to the enactment of the RERA Act and that the complainant failed to conduct due diligence by not checking revenue records before entering into the transaction. The bank emphasized its status as the primary charge holder under the SARFAESI Act and contended that flats could only be sold with its prior No Objection Certificate (NOC), which the promoter never obtained. Accordingly, the bank claimed that any such sale was void under Section 43 of the Transfer of Property Act. The bank also noted that it had already instructed the Sub-Registrar, Kota, via notice dated 13.07.2021, not to register any sale deeds without its NOC.

The complainant, in his rejoinder, argued that the liability to repay the loan was personal to the directors of the company, who were guarantors. The bank could therefore recover dues from the personal estates of the directors or from unsold flats. He further argued that RERA, being a later special statute with an overriding clause under Section 89, prevails over the SARFAESI Act. He cited earlier cases where sale agreements and deeds were executed before the loan was sanctioned, such as *Mamta Shrivastava v. Aakriti Landcon Pvt. Ltd.* and *Sunita Sharma v. Aakriti Landcon Pvt. Ltd.*, to demonstrate the existence of bona fide allottees.

The RERA Authority considered the central question: whether the rights of a secured creditor under the SARFAESI Act prevail over those of a bona fide allottee under the RERA Act. It concluded that RERA is a later and special Act enacted specifically to protect homebuyers, with a non-obstante clause in Section 89 and jurisdictional bar in Section 79. The Authority also verified from the Sub-Registrar's records that multiple sale deeds had been registered between 2018 and 2023 and none were challenged by the bank. Hence, the complainant was deemed a bona fide allottee.

In conclusion, the Authority rejected the preliminary objections of the respondent bank, upheld its jurisdiction under Section 31 of the RERA Act, and affirmed that proceedings under the SARFAESI Act could not override the rights of genuine homebuyers under RERA. The matter is now set to proceed on merits.

COMPLAINANT: RAVINDRA KUMAR TONGIA & ORS.

RESPONDENT: F.S. HOUSING PVT. LTD.

CORAM: SMT. VEENU GUPTA, HON'BLE CHAIRPERSON

ORDER DATE: 09.06.2025

Complainant Representative: Adv Sukriti Kasliwal

Respondent Representative: Adv Anurag Jain

Gist: The complainants booked flats in "THE CREST" project and alleged delay in possession without an occupancy certificate. Though some delay interest was paid, they claimed it was incomplete and unwritten. The Authority held that by accepting possession and registering sale deeds, the complainants waived further claims. The complaint was disposed of, with liberty to seek compensation before the adjudicating authority.

The present complaint was filed under Section 31 of the Real Estate (Regulation and Development) Act, 2016, pertaining to the group housing project "THE CREST" (registration no. RAJ/P/2017/056). The complainants, who had booked residential units in the said project, sought interest for delay in possession and also requested directions to the promoter to obtain the occupancy certificate, which had not yet been secured at the time of possession.

As per the submissions, all complainants had entered into agreements for sale with the developer during May 2016, and the expected date of possession was September 2018. However, possession was given much later—between December 2021 and May 2022—after the completion certificate was issued on 01.06.2021. Although the sale deeds were eventually registered on 30.01.2023, the possession provided earlier was not accompanied by an occupancy certificate. Despite this, no objection was raised by the complainants at the time of registration of the sale deeds.

It was contended by the complainants that the project was incomplete and that the respondent had neither obtained the occupancy certificate nor paid the full delay interest. Though partial interest payments were made (as shown in a table detailing payments ranging between ₹29 to ₹30 lakhs), there was no written agreement regarding these payments, and the complainants disputed their adequacy.

The respondent's counsel argued that the possession was handed over after completion, and sale deeds were executed accordingly. It was further contended that delay interest was paid mutually, albeit orally, and that the complainants had full knowledge of the absence of the occupancy certificate during sale deed registration.

After hearing both parties, the Authority concluded that possession was indeed delayed, and while the completion certificate was issued before execution of the sale deeds, the occupancy certificate remained unobtained. However, the Authority emphasized that the complainants' conduct—accepting possession and executing registered sale deeds without raising objections—amounted to a waiver of their right to claim further delay interest. The Authority also noted that a substantial part of delay interest had already been paid.

Accordingly, the Authority dismissed the claim for additional delay interest but left open the option for the complainants to seek compensation before the appropriate adjudicating authority. The matter was thus disposed of.

COMPLAINANT: HEENA HARISH SAGAR
RESPONDENT: SHIVAAY AFFORDABLE HOMES
CORAM: SMT. VEENU GUPTA(HON'BLE CHAIRPERSON)
ORDER DATE: 09.06.2025

Complainant Representative: 1. Adv Abhilasha Sharma

2. Adv Divyansh Jain,

Respondent Representative: N.A

Gist: In this execution case concerning the Gulmohar Parks project, the complainant sought enforcement of a RERA order after the promoter failed to execute the sale deed despite payment of dues. The Authority, noting the respondent's non-compliance and absence, invoked powers under Regulation 44 of the Rajasthan RERA Regulations, 2024 and CPC provisions to authorize its Registrar to execute the sale deed on behalf of the developer. The matter was thus disposed of.

The present execution application was filed by the complainants concerning the group housing project *Gulmohar Parks*, registered under number RAJ/P/2017/187, before the Rajasthan Real Estate Regulatory Authority (RERA). The matter pertains to Flat No. A-131, which the complainant had booked for a total sale consideration of ₹14,95,000 under an Agreement to Sale executed on 23.12.2021. The complainant had already paid ₹11,95,000, leaving a balance of ₹3,00,000. As per the agreement, the possession was to be handed over by 31.03.2022. However, the respondent failed to deliver possession within the agreed time, leading to the filing of the initial complaint.

Following this, RERA issued an order dated 01.02.2024 directing the respondent to hand over possession of the said unit upon the payment of outstanding dues within 30 days. In compliance with this order, the complainant paid ₹1,15,500 towards the outstanding dues on 03.02.2025 and an additional ₹65,967 towards maintenance and registry charges. The remaining dues were to be paid by the lending institution upon successful execution of the sale deed.

However, the respondent allegedly refused to execute the sale deed and instead coerced the complainant to withdraw the complaint as a pre-condition for proceeding with the sale deed and possession formalities. Aggrieved by this, the complainant filed the present execution application seeking enforcement of the sale deed execution.

In the proceedings that followed, RERA instructed the complainant's counsel to submit a draft sale deed, which was duly submitted. The Authority also required publication of a notice in a newspaper to invite objections from the respondent. The public notice was issued in *Rashtradoot* on 24.05.2025. Despite the notice, the respondent failed to appear or file any objections, indicating

a deliberate attempt to avoid the legal process despite several notices and sufficient opportunities being provided.

After hearing the complainant and examining the records, the Authority noted the respondent's non-compliance and absence and invoked its powers under Regulation 44 of the Rajasthan RERA Regulations, 2024, in conjunction with Order 21, Rule 34 of the Code of Civil Procedure, 1908. Regulation 44 allows the Authority to execute orders and directions using the provisions of the CPC. Order 21, Rule 34, specifically deals with the execution of documents on behalf of a non-compliant party.

Accordingly, RERA directed the competent officer—Registrar of the Authority—to execute the sale deed in place of the defaulting respondent before the concerned Sub-Registrar within 30 days. The Authority also ordered that a copy of the order be forwarded to the Inspector General of Registration and Stamp and to the jurisdictional Sub-Registrar for necessary compliance. The draft sale deed submitted by the complainant was approved, and all registration-related charges were directed to be borne by the complainant. With these directions, the execution application was disposed of.

COMPLAINANT: KULDEEP AGARWAL

RESPONDENT: SKG B3B LLP

CORAM: HON'BLE MEMBER, SUDHIR KUMAR SHARMA

ORDER DATE: 10.06.2025

Complainant Representative: Adv Rishi Raj Maheshwari

Respondent Representative: Adv Yogesh Sharma

Gist: The complainant booked a unit in the “SAAVYAS” project and sought a refund with interest due to non-delivery of possession by the promised date of 29.09.2023. The respondent claimed a later deemed possession date and partial completion but failed to provide a valid RERA-uploaded completion certificate. The Authority noted contradictions in the promoter's submissions and that the project status was “LAPSED”. It directed refund of the deposited amount with 11.10% interest from each date of deposit.

The complainant lodged a complaint under Section 31 of the Real Estate (Regulation and Development) Act, 2016 on 19.12.2024, concerning the "SAAVYAS" project, registered with registration number RAJ/P/2017/186. He had booked Unit No. 808 in Block-B, and an Agreement for Sale was executed on 13.12.2022 for a total consideration of ₹13,70,000, out of which ₹7,94,000 had already been paid. As per the agreement and project registration details, possession was expected by 29.09.2023. However, the respondent failed to deliver the unit within the stipulated time, and hence, the complainant sought a refund with interest.

The respondent, in his reply dated 16.04.2025, did not dispute the allotment or payments made but claimed that no specific date of possession was mentioned in the agreement. He relied on the Supreme Court's interpretation that possession can be deemed to be delivered within three years from the date of agreement execution, i.e., by 13.12.2025. He further claimed that a completion certificate dated 29.09.2024 for Block-B had been issued, and that the complainant failed to make further payments despite a demand letter dated 25.09.2024. Therefore, the respondent argued that no refund was due and instead demanded payment of balance consideration along with interest at 12%.

The complainant rebutted that the agreement's Schedule-D Clause 1 clearly indicates the possession date as 29.09.2023. He emphasized that the respondent had failed to issue proper demand letters in line with the construction-linked payment plan between 2022 and 2024. Further, he argued that the completion certificate presented by the respondent had not been acknowledged or uploaded by the Authority, and that the project had lapsed due to non-completion. He invoked the doctrine of unequal bargaining power and insisted that the promoter could not take advantage of its own failure.

During the hearing, the Authority verified that the project was marked "LAPSED" on the official portal. Four extensions had been granted to the promoter, the last of which expired on 28.09.2024. The QPR up to June 2024 reflected 87% completion. It was judicially noted that the partial completion certificate dated 29.09.2024 was issued after the complaint was filed and had not been uploaded on the Authority's portal. The Authority found contradictions in the respondent's claim—while claiming 90% work completion in a demand letter dated 25.09.2024, he simultaneously relied on a future completion/possession date of 13.12.2025.

The Authority examined relevant clauses of the agreement and concluded that the possession date was indeed 29.09.2023. In view of the contradictions in the respondent's submissions, uncertainty over project completion, and the project status being "lapsed," the Authority held that the complainant should not be made to wait indefinitely. Hence, it directed the respondent to refund the deposited amount along with interest at 11.10% (SBI MCLR 9.10% + 2%) from the date of each deposit till refund.

The complaint was accordingly disposed of with instructions to comply with the order within 45 days of its publication on the Authority's website.

COMPLAINANT: KISHKINDA DEVI

RESPONDENT: SKG B3B LLP

CORAM: SUDHIR KUMAR SHARMA

ORDER DATE: 10.06.2025

Complainant Representative: Adv Sandeep Singh Jadoun

Respondent Representative: Adv Yogesh Sharma

Gist: The complainant paid ₹1.6 lakh in 2017 to book a unit in the "Saavyas" project, but no allotment or agreement was ever made. The promoter falsely cited government housing schemes and failed to disclose key project details. The Authority held that forfeiture of the amount without notice was unjustified and ordered a full refund with 11.10% interest.

The complainant filed a complaint on 18.11.2024 under Section 31 of the Real Estate (Regulation and Development) Act, 2016 in relation to the project "Saavyas" (Registration No. RAJ/P/2017/186). The complainant had paid an amount of ₹1,60,000 on 24.07.2017 as a booking amount for a unit in the project, based on the respondent-promoter's promise of delivery within three years. However, no agreement for sale was executed, and no unit was allotted to her even after a delay of seven years. Consequently, a legal notice was served by the complainant on 26.06.2024 demanding refund along with interest.

The respondent, in its reply dated 16.04.2025, did not deny the receipt of the booking amount but contended that the complainant had only expressed an interest in purchasing and had not paid at least 10% of the unit cost (₹18,62,447). Therefore, in absence of further payments, no obligation existed to execute an agreement. The promoter relied on the Authority's ruling in *Manish*

Khurana vs. Trehan Apna Ghar to justify forfeiture of booking amount below 10% and requested dismissal of the complaint.

During hearings, the complainant alleged that the respondent had misrepresented the project as part of government housing schemes (CMJY/PMAY), which was falsely stated in receipts issued. Further, the respondent did not disclose key details such as the total cost of the unit, size, location, or scheme eligibility at the time of booking. The respondent also ignored the legal notice sent after a prolonged period of inaction.

The respondent reiterated that since no unit was allotted and no further payment was made, the complainant did not qualify as an "allottee" under Section 2(d) and hence was not entitled to relief under Section 18. He also argued that there had been no communication between the parties from 2017 to 2024 and that completion certificates had been obtained for Blocks A and B on 29.09.2023 and 29.09.2024.

Upon examination, the Authority found that the project had been marked as "Lapsed" as of 28.09.2024, despite four extensions. Construction progress was shown at 87% as per the QPRs. The Authority rejected the respondent's claim that the complainant was not eligible to file a complaint, clarifying that under Sections 12 and 13 of the Act, any aggrieved "person" could seek redressal. It emphasized that the promoter is obligated to execute a sale agreement after collecting 10% or more, but the Act does not allow automatic forfeiture of amounts below 10% without due disclosure and notice.

The Authority observed that the respondent used misleading representations of government schemes to induce booking and failed to disclose key details or issue notice before claiming forfeiture, thereby violating principles of natural justice. The complainant, being an elderly woman, was entitled to refund and protection from unjust enrichment by the promoter.

Accordingly, the Authority directed the respondent to refund the entire amount of ₹1,60,000 along with interest @11.10% p.a. (SBI MCLR + 2%) from the date of deposit till the date of refund, within 45 days from the date of uploading of the order.

COMPLAINANT: REKHA ATAL

RESPONDENT: ARG DEVELOPERS PVT. LTD.

CORAM: SMT. RASHMI GUPTA

ORDER DATE: 11.06.2025

Complainant Representative: Advocate Divyansh Jain

Respondent Representative: Advocate Prashant Daga

Gist: Mrs. Rekha Atal filed a complaint against ARG Developers Pvt. Ltd. for failing to deliver possession of a flat in the "ARG Ananta-II" project despite partial payment and no executed sale agreement. RERA found the developer in violation of the Act and directed a full refund of ₹14,29,000/- with 11.10% annual interest. The complaint was accordingly disposed of.

A complaint was filed by Mrs. Rekha Atal under Section 31 of the Real Estate (Regulation and Development) Act, 2016, before the Rajasthan Real Estate Regulatory Authority (RERA), Jaipur, against ARG Developers Pvt. Ltd., concerning the Group Housing Project "ARG Ananta-II" (Registration No. RAJ/P/2017/209). The complainant, along with joint allottee Mrs. Kamli Devi, was allotted Unit No. 105, 1st Floor, Block A, for a total sale consideration of ₹24,50,000/-, out

of which ₹14,29,000/- had been paid between July 2016 and September 2019. The grievance arose from the respondent's failure to deliver possession of the unit within the promised 36 months. Construction work was halted after January 2019, and an Agreement to Sale (ATS) had never been executed despite repeated requests. In her complaint dated 14.02.2021 and earlier communications, the complainant sought possession of the unit or, alternatively, a refund of the amount paid along with 24% interest and ₹2,00,000/- as compensation for mental harassment.

Initially, AU Small Finance Bank Ltd. was impleaded as a party due to its involvement in taking over the project. However, upon submission of a No Dues Certificate and appropriate application, its name was removed from the proceedings. In response to the complaint, ARG Developers contended that the project was still under construction and that the original completion date of 31.12.2021 had been extended to 31.12.2022 due to COVID-19 and force majeure circumstances. They further argued that since the booking was made prior to the enforcement of RERA in Rajasthan (01.05.2017), the case should be governed by the terms of the booking form and allotment letter. Emphasizing that no ATS was signed, the respondent asserted that there was no binding contractual obligation to hand over possession and offered a refund without interest, seeking dismissal of the complaint.

The complainant, however, maintained that more than 50% of the sale consideration had already been paid, and under the RERA Act, this necessitated execution of an ATS. Although RERA had earlier directed the respondent on 30.03.2022 to execute the agreement, the developer failed to do so properly and instead communicated via Manglam Build Developers Ltd. without the complainant's consent to any change in development partnership. During arguments, the complainant reiterated her request for possession with delayed interest, while the respondent continued to argue that only refund was appropriate due to the absence of a signed ATS.

After hearing both parties and reviewing the documents on record, the Authority found that the project was still listed as "In Progress" on the RERA portal, with 60% completion as per Quarterly Progress Reports (QPRs) up to March 2025. Importantly, no completion certificate had been uploaded. RERA observed that the developer had a legal and moral obligation to execute the ATS once over 10% of the amount was collected. Holding onto the complainant's funds without providing possession or executing an agreement was deemed unjust. The Authority rejected the respondent's offer to refund without interest, noting the delay and non-compliance with statutory requirements.

Accordingly, Rajasthan RERA directed ARG Developers Pvt. Ltd. to refund the entire deposited amount of ₹14,29,000/- along with interest at the rate of 11.10% per annum (based on the highest MCLR of SBI plus 2%) from the date of each deposit until the refund is made, including the moratorium period. The respondent was given 45 days to comply with the order and an additional 15 days to submit the compliance report. With these directions, the complaint was disposed of and removed from the Authority's cause list. The order was directed to be uploaded on the RERA portal and sent to all concerned parties.

COMPLAINANT: RADIANCE RESIDENT ASSOCIATION

RESPONDENT: NEEMRANA DEVELOPERS

CORAM: HON'BLE MEMBER: SUDHIR KUMAR SHARMA

ORDER DATE: 17.06.2025

Complainant Representative: Adv Ankit Totuka

Respondent Representative: Adv Prashant Daga

Gist: The Radiance Residents Association filed a RERA complaint against the promoter for unauthorized construction and sale of the 12th-floor open terrace, originally marked as a common area. The promoter's actions violated sanctioned plans and lacked necessary approvals. RERA imposed a ₹5 lakh penalty and ordered restoration of terrace access to the association. The Authority also directed creation of a refuge area and upheld the residents' right to maintain essential services.

The complaint was filed by Radiance Residents Association (RRA) under Section 31 of the Real Estate (Regulation and Development) Act, 2016, in relation to the "Radiance" project at Tonk Road, Jaipur, registered under RAJ/P/2017/036. The association, representing flat owners, alleged unauthorized construction and illegal sale of the 12th-floor open terrace area in Blocks A and B. The project was initially due for completion by 31.03.2020, and later extended till 31.03.2021 by RERA, conditional upon valid approvals from Jaipur Development Authority (JDA). However, no extension of JDA's building plan approval, which expired on 26.04.2019, was sought by the promoter.

The primary allegation revolves around the conversion of the 12th-floor "Open Terrace Garden"—originally designated as a common area—into private flats sold to individual buyers, thus increasing the saleable area illegally. JDA issued notices under Sections 32 and 33 of the JDA Act to halt construction, but the promoter continued work and sold these portions. The RRA alleged that these acts violate sanctioned plans and are in breach of the RERA Act. Moreover, key amenities were not provided, no Occupancy Certificate was issued, and Fire NOC was obtained much later in April 2024, despite the completion certificate being issued in March 2021 based on an "undated" addendum by the empanelled architect.

In its defense, the respondent promoter argued that the terrace was never marked as common in JDA-approved maps and was always shown as private saleable area in brochures. They contended that the terrace was validly transferred through a sale deed dated 27.08.2023 and that the site inspection report confirmed private ownership based on sale deeds. They further claimed all regulatory permissions were secured and that the RERA had no jurisdiction to question the completion certificate issued by the architect under the Model Rajasthan Building Regulations, 2020.

In rejoinder, the complainant highlighted that the project status had changed from 'Lapsed' to 'Completed' retrospectively, which was illegal as substantial construction was still pending. Major alterations were made in project structure without proper approval, and the architect had wrongly used the internal change provision under clause 6(iii) to justify structural modifications including changes in layout, refuge areas, and increased saleable area. The RRA reiterated that such changes were not "minor" and required approval from two-thirds of allottees and JDA.

The Authority examined the matter, particularly Section 14 of the RERA Act, which mandates adherence to sanctioned plans and requires prior consent of allottees and authority for major changes. It was concluded that the promoter made substantial unapproved changes and sold common areas in contravention of RERA provisions. The terrace area was not marked private in any official plan, and the construction violated building bye-laws. Though the Authority held that it cannot void the sale deeds, it imposed a penalty of ₹5,00,000 on the promoter and directed restoration of the open terrace garden for RRA access and establishment of a proper refuge area.

The complaint was thus disposed of with compliance required within 45 days.

COMPLAINANT: MANOJ KUMAR SAINI
RESPONDENT: VINKAS ESTATES PVT.LTD. & ORS.
CORAM: HON'BLE MEMBER SUDHIR KUMAR SHARMA
ORDER DATE: 26.06.2025

Complainant Representative: Adv Kailash Chandra Saini

Respondent Representative: Adv Abhilasha Sharma

Gist: The complainant sought a refund for Flat No. A-203 in the "Uma Aangan" project due to delay in possession and incomplete construction. A prior compromise was reached before the Permanent Lok Adalat in 2019, settling key issues. RERA held that the matter was already adjudicated and any non-compliance should be enforced under the Legal Services Authorities Act. Accordingly, the complaint was dismissed.

The complainant filed a complaint under Section 31 of the Real Estate (Regulation and Development) Act, 2016 on 19.03.2024, regarding the project "UMA AANGAN" located in Mukundpura, Bhankrota, Jaipur, and registered with RERA under registration number RAJ/P/2017/233. The complainant had booked Flat No. A-203 for a consideration of ₹15,58,900 and claims to have paid ₹16,56,649 by June 2019. The agreement to sell was executed on 08.09.2014, with a stipulated possession period of 42 months (i.e., 08.03.2018). However, possession was not handed over, and the complainant was issued holding charge notices, which led to a complaint before the Permanent Lok Adalat (PLA). A compromise was reached on 24.04.2019, wherein the respondent agreed not to levy holding charges until possession was delivered and to provide certain amenities like wooden flooring and AC wiring. Based on this compromise, the registry was executed under protest.

Despite this, the respondent issued a letter in May 2022 again requesting execution of registry, later clarifying that no holding charges would apply until possession. When the complainant sent legal notices in November 2023 and January 2024 seeking a refund, the respondent did not respond, leading to the filing of the present complaint seeking a refund with interest.

The respondent promoter, in their reply dated 17.02.2025, contended that only ₹11,34,245 has been paid till date and ₹4,68,000 remains outstanding. They also argued that the PLA had already settled the dispute and that partial completion certificate for Block A (including the complainant's unit) was obtained on 27.05.2023. They cited external factors like bajri ban, demonetization, COVID-19, and logistical delays due to flyover construction as causes of project delay. The respondent opposed the refund request, arguing that allowing it would harm the interests of other allottees and requested the complainant be directed to take possession.

During the hearing, the complainant reiterated that 100% payment was made by June 2019, the registry was never done, and only partial completion was achieved with many amenities still pending. Serious allegations regarding fake and handwritten demand notices and possible fund diversion were also raised.

Upon review, the Authority noted that the PLA had conclusively adjudicated the matter on 24.04.2019 and any grievances about non-compliance with the PLA award should be addressed through legal enforcement under the Legal Services Authorities Act, 1987. Hence, RERA refused to re-adjudicate the issue and dismissed the complaint.

COMPLAINANT: NS PUBLICITYLNDIA PVT. LTD.
RESPONDENT: ALOKIK BUILDCON PRIVATE LIMITED

CORAM: SMT. VEENU GUPTA, HON'BLE CHAIRPERSON
ORDER DATE: 30.06.2025

Complainant Representative: Adv. Saurav Harsh, for Complainant.

Respondent Representative: Adv. Parul Gupta, for Respondent

Gist: The complainant entered into a barter agreement with the promoter for allotment of a flat in exchange for advertisement services worth Rs. 58,07,833/-. Despite rendering substantial services, the promoter failed to deliver possession. The Authority held that the complainant qualifies as an “allottee” under RERA, even with non-monetary consideration. It directed the promoter to refund the service-equivalent amount within 45 days.

The present complaint was instituted under Section 31 of the Real Estate (Regulation and Development) Act, 2016 ("RERA" or "the Act") by the complainant in respect of the group housing project “Mayur Dhwaj Grand,” registered under registration number RAJ/P/2017/324. The grievance arises from a barter agreement entered into between the complainant and the respondent promoter, under which a residential unit was to be allotted in exchange for advertisement services.

The complainant, engaged in the business of providing advertisement services, entered into a barter agreement with the promoter on 05.05.2015. According to the agreement, the complainant was to provide advertisement services over a period of three years. In return, the promoter agreed to allot Flat No. 306 in the project, valued at Rs. 74,00,000/-, upon completion of the said services by 05.05.2018. The complainant submitted that advertisement services worth Rs. 58,07,833/- were already rendered. However, despite this, the promoter failed to complete the project and did not deliver possession of the agreed unit. Consequently, the complainant sought refund of the amount equivalent to services rendered along with interest.

The promoter opposed the complaint, raising several preliminary objections. It was contended that the relationship between the parties was that of a service provider and client, not of allottee and promoter, and therefore the complaint was not maintainable before this Authority. Further, the promoter relied on Clause 14 of the barter agreement which provided for arbitration as the exclusive dispute resolution mechanism, and submitted that the matter falls under the domain of the Arbitration and Conciliation Act, 1996. The promoter also alleged that the complainant had failed to provide services for the full value of Rs. 74,00,000/-, making the barter incomplete. Additionally, delays in project execution were attributed to force majeure conditions and alleged obstruction by the landowner.

Upon examination of the records and submissions, the Authority identified the core issue as whether the complainant could be considered an “allottee” under the Act and whether the Authority had jurisdiction. As per Section 2(1)(d) of RERA, an “allottee” includes any person to whom a unit has been allotted, regardless of the mode or form of consideration. The Authority emphasized that the protection under the Act is available to all allottees, including those who acquire property through non-monetary consideration.

Clauses 1 and 2 of the barter agreement clearly indicate that a flat was to be transferred to the complainant in exchange for advertising services, thereby constituting an enforceable right to the unit. Thus, the complainant falls within the definition of an allottee. The argument that the relationship was merely that of a service provider and client was found to be baseless, particularly in light of the express intention to transfer a specific flat in a registered project.

Regarding the arbitration clause, the Authority reaffirmed that Section 31 of RERA provides it with exclusive jurisdiction to entertain complaints related to registered real estate projects. Further, Section 89 of the Act states that RERA provisions override any conflicting laws, including arbitration agreements. Therefore, the presence of an arbitration clause did not bar the jurisdiction of this Authority.

In conclusion, the Authority held the complaint to be maintainable. It determined that the complainant was an allottee under RERA and entitled to relief. Accordingly, the promoter was directed to refund Rs. 58,07,833/- within 45 days of the order being uploaded on the Authority's web portal. The matter was disposed of with these directions.

COMPLAINANT: RAJESH KIRORILAL SHAH & ORS..
RESPONDENT: ASHIANA HOUSING LIMITED
CORAM: SMT. VEENU GUPTA(HON'BLE CHAIRPERSON)
ORDER DATE: 07.07.2025

Complainant Representative: 1. Adv. Jitendra Chaudhary

2. Adv Nishant Giri

Respondent Representative: 1. Adv. Abhilasha Sharma

2. Adv Divyansh Jain

Gist: The complainant, holding 80% stake in M/s Siddhi Vinayak Associates, sought possession of Flat No. L-511 in his individual name, claiming he made the final payment personally. However, RERA held that the flat was legally allotted to the firm and not to the complainant individually. In the absence of any legal transfer or dissolution deed, the Authority directed the respondent to hand over possession to the firm, not the complainant.

The present complaint was filed under Section 31 of the Real Estate (Regulation and Development) Act, 2016, regarding a unit in the group housing project *Ashiana Amantran Phase I*, registered under RAJ/P/2020/1180. The grievance pertains to Flat No. L-511, originally booked by the partnership firm *M/s Siddhi Vinayak Associates* through an allotment letter dated 24.07.2020. The complainant, claiming 80% ownership in the firm post-reconstitution on 01.04.2021, sought possession of the said flat in his individual name, citing that he had paid the final installment personally and complied with formalities to change the allottee name.

The total sale consideration of the flat was ₹63,33,600/-, and approximately 85% of the amount had been paid by the firm. The complainant paid the final installment of ₹6,46,911/- from his personal bank account, along with an additional ₹35,400/- and supporting documents, requesting the respondent-promoter to transfer the flat to his individual name. Despite these actions, the respondent refused to transfer the flat, maintaining that the flat was contractually allotted to the firm and no valid legal documentation had been submitted proving the transfer of the firm's rights or property to the complainant personally.

The respondent argued that the agreement to sell was with *M/s Siddhi Vinayak Associates*, not the complainant individually. Citing Sections 14 and 15 of the Indian Partnership Act, 1932, the respondent emphasized that partnership property must be used solely for the firm's business unless explicitly reassigned. Furthermore, they objected to the complainant not impleading the other partner (his wife) in the proceedings, asserting that she is a necessary party. It was clarified that the amount of ₹35,400/- was held in a suspense account, and the request for name change was declined in a written response dated 22.11.2023, citing legal and taxation constraints.

The respondent also informed that the project had already received its completion certificate on 23.06.2023 and the occupancy certificate on 24.06.2023. Therefore, the only issue in dispute was the rightful allottee of Flat No. L-511.

After reviewing submissions, the Authority held that the complainant, despite holding a majority stake in the firm, had no individual right or title over the unit, as the legal allotment remained in the name of the partnership firm. No dissolution deed or transfer document had been produced to indicate reassignment of the property to the complainant personally. As such, he lacked the legal standing to seek possession in his individual capacity.

However, since the firm had substantially fulfilled its financial obligations, the Authority directed the respondent to hand over possession of the flat to the original allottee, *M/s Siddhi Vinayak Associates*, upon compliance with the remaining formalities. The complaint was accordingly disposed of.

GOA REAL ESTATE REGULATORY AUTHORITY

COMPLAINANTS : 1. SIDDHARTHA GUPTA

2. NARESH GUPTA

RESPONDENT: 1. MR. SURAJ MORAJKAR

2. MRS. SANJANA SURAJ MORAJKAR

CORAM: SHRI VINCENT D'SILVA

ORDER DATE: 12.05.2025

Complainant Representative: 1. Ld. Advocate Harshit Goyal

2. Ld. Adv. Sarvesh Kalangutkar

Respondent Representative: Ld. Advocate Dajvip V. Patkar

Gist: The complainants sought possession and penalty under RERA for a penthouse, claiming delay despite part payment and a registered agreement. However, the respondents proved the transaction was a ₹4 crore loan secured by the agreement for sale as collateral. Based on documentary and digital evidence, the Authority held it was a private financial arrangement, not a real estate sale, and dismissed the complaint as not maintainable under RERA.

This complaint was filed under Section 31 of the Real Estate (Regulation and Development) Act, 2016 by the complainants, who claimed to be allottees of a 6 BHK penthouse (Unit D-401) in the registered "Solstice" residential project by Sun Estate Developers in Candolim, Goa. They alleged that despite the execution of a registered agreement for sale dated 11.10.2022 for a consideration of ₹2.8 crores, out of which ₹2 crores had already been paid, the promoter failed to offer possession of the unit even after obtaining the occupancy certificate on 10.05.2022. The complainants also claimed penalty payments as per Clause 3(b)(ii) of the agreement for delay in possession, amounting to ₹20.6 lakhs per quarter from 01.07.2022 to 30.06.2024.

In response, the respondents contested the maintainability of the complaint, arguing that the complainants were not "allottees" under Section 2(d) of the RERA Act but rather investors who had advanced a loan of ₹4 crores to the respondents during a financial crunch. They asserted that the agreement for sale was executed purely as a collateral security for repayment of this investment, with agreed quarterly interest payouts of ₹20.6 lakhs, equating to a 20.6% annual return, and that ₹1.23 crores had already been paid toward six such installments. The respondents

submitted evidence including WhatsApp chats, email correspondence, and a bank statement to support their claim that the transaction was a financial arrangement and not a genuine property sale.

The adjudicating officer closely analyzed the nature of the transaction and the parties' conduct. Significant weight was placed on the WhatsApp communications between the complainants and Ankur Seth (CEO of the respondents), which clearly discussed investment terms, payout structures, and modifications to term sheets months before the execution of the sale agreement. The complainants were seen negotiating financial terms and seeking regular interest payouts, which contradicted a conventional buyer-seller relationship.

The Authority noted that Clause 3(b)(ii), prescribing uniform penalties of ₹20.6 lakhs per quarter, even before the execution of the agreement, lacked legal basis under the RERA framework. It further observed that the agreement was not in line with the model RERA format and instead was tailored to reflect a loan transaction under the guise of a sale. Clause 3(c) provided for possession delivery within seven days of occupancy certificate issuance, yet Clause 1(h) acknowledged that the certificate had already been obtained before the agreement date, making the delayed possession claim suspect.

Ultimately, the Authority concluded that the complainants were not allottees but investors attempting to enforce a private financial arrangement under the RERA mechanism. It held that the agreement for sale was a collateral device to secure the repayment of a loan of ₹4 crores and that the correct remedy lay in civil court proceedings for recovery, not in RERA. The Authority dismissed the complaint, holding that no relief could be granted under the RERA Act for such transactions. Complaint was dismissed and there was no order as to costs.

COMPLAINANTS : MR. LAKSHMANSANDRA VASUDEVAMURTHY RAVI

RESPONDENT: AANSAV REALTY & INFRASTRUCTURE PVT. LTD.

CORAM: SHRI VINCENT D'SILVA

ORDER DATE: 20.05.2025

Complainant Representative: Ld. Advocate Shri Neelesh Takkekar along with Ld. Advocate Shri Saish Mandrekar

Respondent Representative: Ld. Advocate Shri Siddharth Samant along with Ld. Advocate Shri Mahableshwar Toraskar for Respondent No. 1.

Ld. Advocate Shri Swetank Shantanu along with Adv. Ms. Harsha Pai for Respondent No. 2.

Gist: The complainant purchased a Row House in 2019, but the developer failed to deliver legal possession and execute the sale deed despite full payment. The Authority held that possession was delayed and ordered interest at 11.10% per annum on the paid amount. A penalty of ₹5 lakh and ₹1 lakh in legal costs were imposed on the developer. The respondents were directed to execute the sale deed within 60 days and comply with RERA provisions.

The complaint was filed under Section 31 of the Real Estate (Regulation and Development) Act, 2016, by the purchaser of a Row House (No. G2) in the project "Aansav Verde Phase II" located in Varca, Goa. The complainant entered into a registered agreement for sale with the developers on 03.10.2019 for a consideration of ₹90,00,000. As per the agreement, possession was to be delivered within three months, i.e., by 03.01.2020. However, the developers failed to complete the construction or deliver valid legal possession, despite having accepted full payment.

The complainant alleged the use of sub-standard materials, cracks in the RCC structure, water leakage, and poor quality of construction. A letter of possession was issued belatedly on 29.07.2022, but without completion of the promised amenities or adherence to the Schedule-IV specifications. Additionally, the respondents failed to execute the sale deed and register the project separately under RERA for Phase II, breaching statutory obligations.

The developers countered these claims by stating that possession had already been given in November 2019 for fit-outs and that the complainant even held a Griha Pravesh ceremony and entered into a Leave and License agreement in 2021. They also claimed that the entire project, including Phase II, was registered under Goa RERA registration no. PRGO08180382. Respondent No. 2 disclaimed involvement in construction, stating he was only a co-owner of the land.

The Authority, however, concluded that 'fit-out possession' is not recognized under the RERA Act. Legal possession in terms of Sections 17 and 18 is established as having occurred only on 29.07.2022. The developers' failure to execute the sale deed and deliver possession as per agreement violated Sections 17 and 18. Citing Supreme Court judgments, the Authority affirmed that allottees have an unqualified right to interest for delayed possession from the date of payment.

The Authority rejected the complainant's claim that the project was unregistered, citing the reference to a valid registration number in the agreement and documents. The claims of construction defects and poor quality were not substantiated with expert evidence, technical reports, or credible documentation. Hence, the Authority ruled against the complainant on these aspects.

Regarding compensation, the Authority noted that under Section 71, only the Adjudicating Officer has jurisdiction. The complainant may approach the Officer separately. Given the violations of Sections 17 and 18, a penalty of ₹5,00,000 under Section 61 was imposed on the respondents. Additionally, ₹1,00,000 was awarded as litigation cost due to the complainant's status as a senior citizen and prolonged legal process.

The final order directed the respondents to execute a sale deed within 60 days and pay interest at 11.10% per annum on ₹90,00,000 from the date of each deposit until 29.07.2022. They were also directed to pay the penalty and costs within 60 days and submit a compliance affidavit, failing which further legal action would be taken under the RERA Act.

HARYANA REAL ESTATE REGULATORY AUTHORITY

COMPLAINANTS : 1. MR. PARIKSHEY GAHLOT

2. MRS. KAILASH GAUR

RESPONDENT: M/S SIGNATURE GLOBAL (INDIA) PRIVATE LIMITED

CORAM: SHRI ASHOK SANGWAN

ORDER DATE: 14.05.2025

Complainant Representative: Shri Satpal Yadav (Advocate)

Respondent Representative: Shri Mintu Kumar (AR)

Gist: The complainants alleged delay in possession of units in "Signature Global City, Sector 37D" despite full payment. The Authority found the promoter in violation of the agreement and directed payment of delayed possession interest at 11.10% p.a. from

30.09.2023. Force majeure pleas were rejected as the agreement was post-Covid period. Possession and conveyance deed are to be completed within stipulated timelines.

The present matter involves complaints filed under Section 31 of the Real Estate (Regulation and Development) Act, 2016, read with Rule 28 of the Haryana Rules, by allottees of residential floors in the affordable housing project "Signature Global City" at Sector 37D, Gurugram, being developed by M/s Signature Global Developers Pvt. Ltd. Both complaints (CR/4302 and CR/4303 of 2024) are clubbed due to similar grounds—non-delivery of possession within the stipulated time—and the reliefs sought pertain primarily to delayed possession charges, interest, and compensation.

The complainants, Mr. Parikshay Gahlot and Mr. Harmeet Singh, had booked residential floors via duly registered agreements for sale on 11.10.2021, under which possession was contractually committed by 30.09.2023. The due consideration was paid by both complainants, with the amounts totaling ₹57.72 lakh and ₹71.07 lakh respectively. The promoter issued offers of possession on 29.02.2024 and 06.06.2024 after receiving the occupation certificate. However, the complainants allege that possession was delayed beyond the agreed date, and they are entitled to delayed possession charges.

The Authority held that the developer failed to hand over possession within the stipulated time as per clause 7.1 of the builder-buyer agreement, and hence violated Section 11(4)(a) of the Act. The promoter's defense citing force majeure, Covid-19 lockdowns, and intervention by statutory authorities was rejected, primarily because the agreement was executed in October 2021, well after the notified Covid-19 force majeure period. Thus, the promoter is not entitled to a grace period for delay.

The Authority held that under the proviso to Section 18(1) of the Act, a non-withdrawing allottee is entitled to interest for every month of delay. Rule 15 prescribes the interest rate as SBI's highest MCLR + 2%. As of the decision date (14.05.2025), the applicable interest rate was 11.10% p.a.

Accordingly, the Authority directed the promoter to pay delayed possession charges at 11.10% p.a. for the period from the due date of possession (30.09.2023) to either (a) two months from the offer of possession or (b) actual possession, whichever is earlier. This equates to interest up to 29.04.2024 for Mr. Gahlot and up to 06.08.2024 for Mr. Singh.

Further, the Authority directed the complainants to clear any pending dues after adjusting the entitled interest. It also clarified that the rate of interest for delayed payments by the allottee shall be the same—11.10% p.a.—in line with Section 2(za) of the Act.

On the issue of compensation and exemplary cost, the Authority held that claims for compensation under Sections 12, 14, 18, and 19 fall under the exclusive jurisdiction of the adjudicating officer per Section 71. Thus, such relief was not adjudicated herein. Similarly, the request for refund of charges not forming part of the agreement was rejected due to lack of specific pleading, although the Authority reiterated that promoters must not levy charges beyond the buyer's agreement or applicable policies.

Finally, the promoter was directed to:

- Pay interest on delayed possession within 90 days;
- Handover possession within one month (if not already done);

- Execute the conveyance deed within three months post dues clearance;
- Not charge any amount not specified in the buyer's agreement.

The order applies *mutatis mutandis* to both complaints. The matter stands disposed of accordingly.

COMPLAINANTS : 1. NIKHIL GUPTA

2. VARUN GUPTA HUF

RESPONDENT: KPDK BUILDTECH PRIVATE LIMITED.

CORAM: VIJAY KUMAR GOYAL

ORDER DATE: 30.05.2025

Complainant Representative: Harshit Goyal (Advocate)

Respondent Representative: Himanshu Singh (Advocate)

Gist: The complainants sought refund of Rs.42,76,757/- with interest due to non-delivery of possession of a commercial unit in “Newtown Square,” Gurugram, despite opting for refund. The Authority held the promoter in violation of Section 11(4)(a) and Section 18(1) of the RERA Act. Refund with interest @11.10% p.a. was directed after deducting assured returns. The promoter was barred from creating third-party rights in the unit until refund is made.

This complaint was filed by the allottees under Section 31 of the Real Estate (Regulation and Development) Act, 2016 read with Rule 28 of the Haryana Rules, alleging violation of Section 11(4)(a) by the promoter. The dispute concerns a commercial unit (SA/637) measuring 475 sq. ft. in the project “Newtown Square,” Sector-95A, Gurugram. The unit was booked via MoU dated 05.11.2015, followed by a space buyer's agreement on 14.01.2016. Possession was committed within 36 months with a 6-month grace period from the agreement date, i.e., by 14.07.2019. However, occupation certificate has not been obtained to date.

The total sale consideration was Rs.41,32,500/- against which the complainants paid Rs.42,76,757/-. As per the MoU, the promoter was required to pay assured monthly returns of Rs.28,041/- till possession. Post-dated cheques were issued for the same, but not encashed on the promoter's instructions. Later, on 21.03.2023, the promoter offered two options—either refund the paid amount with interest or continue with revised terms. The complainants chose the refund option through an email dated 28.03.2023. The promoter accepted the same and sought original documents, which were duly submitted. However, the refund was not processed thereafter.

The promoter contended that the project construction was completed by June 2019, and the OC was applied for in September 2019 and approved conditionally in May 2020. Final OC is still pending due to FAR linked to GRIHA Gold rating. The promoter claimed that assured returns amounting to Rs.5,73,560/- had already been paid and should be deducted from the refund amount. The promoter further argued that the complainants did not pursue the refund, suggesting they wished to retain the unit and had responded to new demands, which was treated as a waiver of their earlier refund request.

The Authority found merit in the complainants' claim, holding that failure to obtain the OC and handover possession within the agreed timeframe constituted a violation of Section 11(4)(a) and attracted the refund provision under Section 18(1) of the Act. It emphasized that an allottee cannot be expected to wait indefinitely, relying on precedents such as Ireo Grace Realtech Pvt. Ltd. v.

Abhishek Khanna and Newtech Promoters v. State of U.P., where the Supreme Court upheld the right of allottees to unconditional refund with interest for failure to deliver possession.

Accordingly, the Authority directed the promoter to refund Rs.42,76,757/- with interest @11.10% p.a. from the date of each payment till actual refund, after deducting the assured return paid. The refund must be completed within 90 days. Additionally, the promoter is restrained from creating third-party rights in the said unit until the refund is completed.

The prayer for litigation expenses of Rs.1,10,000/- was declined, stating that compensation claims fall within the jurisdiction of the adjudicating officer under Sections 71 and 72 of the Act.

The complaint was thus allowed in part and disposed of with directions to ensure compliance.

COMPLAINANTS : 1. CDR. ABHINAV JHA

RESPONDENT: M/S OCEAN SEVEN BUILDTECH PRIVATE LIMITED

CORAM: SHRI VIJAY KUMAR GOYAL

ORDER DATE: 30.05.2025

Complainant Representative: Ms. Aditi Mishra (Advocate)

Respondent Representative: Shri Arun Yadav (Advocate)

Gist: The complainant booked a flat in the "Expressway Towers" project but did not receive possession despite timely payments. The promoter claimed to have cancelled the allotment due to payment default, but no refund was made. The authority upheld the cancellation as valid but directed the promoter to refund ₹9.60 lakh with 11.10% interest from 18.05.2020. The complaint was accordingly disposed of.

The present complaint was filed under Section 31 of the Real Estate (Regulation and Development) Act, 2016 read with Rule 28 of the Haryana RERA Rules, 2017 by an allottee against the promoter of the "Expressway Towers" affordable housing project situated in Sector-109, Gurugram, Haryana. The complainant alleged violation of Section 11(4)(a) of the Act, which mandates the promoter to fulfill all obligations as per the Act and agreement for sale. The complainant had been allotted Unit No. 1503 on the 15th floor of Tower 6, measuring 645 sq. ft. carpet area, for a total consideration of ₹26,29,500, out of which ₹9,85,945 was paid. The builder buyer agreement was executed on 17.07.2017.

As per the Affordable Housing Policy, 2013, the possession was to be given within four years of approval of building plans or environmental clearance, whichever was later. Environmental clearance was granted on 30.11.2017; accordingly, the due date of possession, including COVID-related extension, was determined as 30.05.2022. The complainant alleged that the project was stalled since 2018-19, and no offer of possession or occupation certificate had been issued. Despite repeated follow-ups, no construction update or possession was provided. The complainant also served a legal notice on 14.09.2022, to which the promoter replied claiming that the allotment had been cancelled on 18.05.2020, referring to a prior demand notice dated 25.07.2019 and a newspaper publication on 11.08.2019.

The complainant contended that no such cancellation letter was ever received and asserted that even assuming a cancellation was issued, it was procedurally flawed, arbitrary, and uncommunicated. Further, no refund had been made. The complainant requested the authority to

set aside the cancellation, direct the promoter to pay delay compensation, and hand over possession of the unit.

The promoter did not file a reply to the complaint despite multiple opportunities, and its defense was struck off on 22.12.2023. Later, in May 2025, the promoter submitted documents related to the cancellation and re-allotment. The authority reviewed whether the cancellation was in accordance with Clause 5(iii)(i) of the Affordable Housing Policy, 2013, which outlines a two-stage process for cancellation due to payment default, including reminder notices and newspaper publication.

It was found that the complainant defaulted in payment as per the time-linked schedule under the policy and that the promoter had followed the procedural steps of notice and publication. Hence, the cancellation was upheld as valid. However, the authority noted that the promoter failed to refund the amount paid after deducting ₹25,000, as required under the policy. Thus, the authority directed the promoter to refund ₹9,60,945 (₹9,85,945 – ₹25,000) to the complainant with interest at 11.10% per annum from 18.05.2020 (cancellation date) until actual realization, within 90 days.

The authority held jurisdiction over the matter both territorially and in terms of subject matter, based on the project's location in Gurugram and the promoter's failure to meet obligations under the Act. The complaint was disposed of with the above directions under Section 37 of the Act.

MAHARASHTRA REAL ESTATE REGULATORY AUTHORITY

COMPLAINANTS : SHREENATHJI DEVELOPERS PVT. LTD.

RESPONDENT: 1.KAILASH VAMAN POOJARY

2.VILASINI VAMAN POOJARY

3.VAMAN DEVAPPA POOJARY

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

ORDER DATE: 05.05.2025

Complainant Representative: Adv. Makarand Raut

Respondent Representative: Adv. Ritika Iyer I/b Adv. Anil Dsouza

Gist: The complainant sought to tag two related complaints involving the same flat, project, and parties for joint hearing. The respondent opposed, citing different issues and potential delay of their earlier-filed complaint. MahaRERA referred to Circular No. 34 and held that tagging such related matters does not disrupt seniority. Accordingly, the application was allowed and both complaints were ordered to be heard together.

In the present matter before MahaRERA, the complainant has filed an application requesting that the current complaint (Complaint No. CC006000000480061 of 2024) be tagged and jointly heard along with a previously filed complaint (Complaint No. CC006000000251650 of 2022). The complainant contends that both complaints arise out of the same agreement for sale, concerning the same flat in the same project, and involve the same parties. While the complainant seeks directions to enforce obligations under the agreement for sale and recover outstanding dues from the respondent, the cross-complaint filed by the respondent (i.e., the allottees) seeks directions to the complainant (i.e., the promoter) to obtain full occupancy certificate, complete all statutory approvals and sanctions, and hand over mechanized car parking along with other reliefs.

The respondent strongly opposed the tagging of the complaints, stating that the promoter's application is false, frivolous, and malafide. According to them, the promoter's complaint is a

mere recovery proceeding, whereas their own complaint (filed earlier in June 2022) alleges serious violations of RERA provisions and should be heard independently due to its statutory urgency. They contended that allowing tagging would disrupt the seniority-based hearing system laid out by MahaRERA, especially since their complaint has been in the hearing queue for much longer, and the promoter's complaint was filed only in April 2024. It was also alleged that the tagging request is a strategy by the promoter to delay the proceedings of the allottees' complaint.

After hearing both parties and considering the submissions, the authority referred to MahaRERA Circular No. 34 dated 21.06.2021, which mandates that complaints should generally be heard in the order of their filing, except under specific conditions. One such exception includes cases where complaints related to the same project are clubbed together—in which case, the seniority is determined by the earliest filed complaint among them.

Since both complaints pertain to the same flat, the same project, and the same agreement for sale, the authority held that tagging them would not disturb the seniority principle. On the contrary, tagging would promote judicial economy and consistent adjudication. Therefore, it was decided that both complaints be tagged and heard together.

Order: The application is allowed. Complaint Nos. CC006000000480061 of 2024 and CC006000000251650 of 2022 shall be tagged and heard together.

COMPLAINANTS : MARVEL CHSL

RESPONDENT: 1.MARVEL REALTORS AND DEVELOPERS LTD

2.CHAITANYA KAMAL INFRACON LLP

3.C N SANGHVI AND CO PVT LTD

4.JSC INFRASTRUCTURES PVT LTD

CORAM: MANOJ SAUNIK, CHAIRPERSON, MAHARERA

ORDER DATE: 22.05.2025

Complainant Representative: Advocate Harshad Nanvare

Respondent Representative: Advocate Nilesh Borate

Gist: The complainant sought urgent hearing in a matter already decided earlier by MahaRERA and allegedly appealed. The Authority held that the present complaint is subject to *res sub judice* and *res judicata*, making the application premature. It directed that the matter be heard only as per seniority. The request for urgent hearing was dismissed as lacking merit.

The present matter relates to a complaint filed by the complainant, who is an allottee under Section 2(d) of the Real Estate (Regulation and Development) Act, 2016, against the promoter of the project “Marvel Aquanas,” registered under MahaRERA with registration number P52100001521. The complaint seeks an urgent hearing citing delay in possession despite earlier orders from the Authority. The proposed completion date of the project was initially 30.09.2017, later revised to 31.12.2019, and finally extended to 31.03.2024.

The complainant has filed an interim application praying for the matter to be listed for urgent hearing and for any other appropriate relief in the interest of justice. The complaint was heard on 07.05.2025, during which the Authority recorded that although the application was filed for interim relief, it effectively sought substantive relief, which could only be adjudicated after a detailed hearing on merits. During the proceedings, the respondent alleged that the complainant

had already filed an appeal before the RERA Appellate Tribunal in a related matter (Appeal No. 325316) on 25.07.2024. However, the complainant denied this claim.

The complainant's submissions revealed that an earlier complaint (CC005000000269342) had been filed regarding the same project and issues, which was disposed of by MahaRERA via order dated 24.06.2024, directing the promoter to complete the project, obtain the occupancy certificate, and hand over possession without further sale of units. Despite these directions, the complainant contends that the promoter has not complied, resulting in ongoing loss and hardship to the allottees.

The respondent submitted that the complainant had suppressed the fact of filing an appeal against the earlier order, which is evident from a screenshot of the RERA Appellate Tribunal website. The Authority, after examining the screenshot, noted that an appeal appears to have been filed against order dated 24.06.2024 in complaint no. CC005000000269342.

The Authority made critical observations before deciding the interim application. It was noted that the current complaint (CC005000000471314) was filed on 17.07.2024, before the filing of the said appeal, and both complaints relate to similar issues. The Authority emphasized that the principle of Res Sub Judice under Section 10 CPC is applicable, as the subject matter is already under judicial consideration in the appeal. Furthermore, the principle of Res Judicata under Section 11 CPC also applies, as the same issues have already been decided by a competent authority.

The Authority concluded that the complainant's application seeking urgent hearing lacked merit and legal basis. It further observed that there are other complainants waiting as per seniority and the present matter should not be prioritized unjustly. Accordingly, the interim relief for urgent hearing was denied.

Final Order:

1. The urgent hearing application is dismissed for lack of merit.
2. The complaint shall be heard in due course based on seniority.
3. Any issue of maintainability due to the pending appeal in complaint no. CC005000000269342 shall be addressed during the final hearing of complaint no. CC005000000471314.
4. No order as to costs was passed.

COMPLAINANTS : SAKKAR S. BHIMANI

RESPONDENT: 1. H. RISHABRAJ DEVELOPERS

2. JAYANT MEHTA

3. KHAMBHATI MODH VANIK SAMAJ

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

ORDER DATE: 13.06.2025

Complainant Representative: None appeared for the Applicant-allottee.

Respondent Representative: Ld Adv Snehal Chaudhary appeared for the Respondent No. 3.

None appeared for the Respondent Nos. 1 & 2.

Gist: The applicant filed a review application seeking correction and reconsideration of MahaRERA's order dated 09-12-2024, arising from non-compliance of the original order dated 18-04-2022. MahaRERA observed an error in the flat number (701 instead of 704) and rectified it under Section 39 of RERA. However, since the main reliefs pertain to

review of an adjudication order, the matter was transferred to the concerned Adjudicating Officer. Respondents failed to reply or appear, except Respondent No. 3 who raised no objection.

The applicant-allottee filed a review application in the form of a fresh complaint before MahaRERA on 23.01.2025, seeking review and rectification of the order dated 09.12.2024 passed by the Adjudicating Officer in non-compliance proceedings, and certain corrections in the original order dated 18.04.2022 passed in Complaint No. CC00600000056539. The matter relates to the booking of two flats, Nos. 704 and 803 (800 sq.ft. and 578 sq.ft. respectively), in the registered project “Samaj Darshan” (now “Vardayani Apartments”) bearing registration number P51700008736, located in Borivali, Mumbai.

The application was heard on 10.02.2025 as per MahaRERA’s SOP dated 28.01.2020. While respondent no. 3 appeared and presented submissions, the applicant and other respondents were absent despite notice. MahaRERA recorded the Roznama, noting that this application was in fact a review against the non-execution order dated 09.12.2024, which arose from the earlier order dated 18.04.2022. It observed an error in the original order where Flat No. 704 was incorrectly referred to as Flat No. 701, and indicated that this typographical error would be corrected suo moto under Section 39 of RERA.

In her submissions, the applicant stated that Respondent No. 1 was the original developer under a 2015 Development Agreement with Respondent No. 2 (landowner), while Respondent No. 3 was appointed as the new developer by the Hon’ble Bombay High Court on 26.11.2020. The applicant had booked Flats 704 and 803 for ₹1.10 crore and ₹80.57 lakh respectively. While possession was promised by 2017, the flats were fraudulently resold by Respondents No. 1 and 3 without her consent. Complaint No. CC00600000056539 was initially filed in 2018, resulting in the final order dated 18.04.2022.

In the impugned order dated 09.12.2024, the Adjudicating Officer granted relief only in relation to Flat No. 803, omitting consideration of Flat No. 704. Furthermore, the order incorrectly noted Flat No. 701 instead of 704 and ignored directions in the original order which required allotment of alternate flats. The applicant also raised the issue of stamp duty refund, liability of the landowner as a “promoter” under Section 2(zk), and inappropriate extension of COVID-19 moratorium benefits since the revised completion date was December 2019.

The applicant sought several reliefs, including rectification of the flat number, refund with interest for both flats, refund of stamp duty and registration charges, declaration of joint liability of the landowner, denial of moratorium benefit to respondents, and costs.

Despite appearance by Respondent No. 3, no reply was filed. Respondents No. 1 and 2 neither appeared nor responded. MahaRERA, after reviewing the matter, held that the review application must be adjudicated by the Adjudicating Officer and that MahaRERA lacks jurisdiction to rule on the merits. However, invoking Section 39, it rectified the error by replacing “Flat No. 701” with “Flat No. 704” in para 8 of the order dated 18.04.2022.

Accordingly, MahaRERA passed an interim order:

- (a) Correcting the flat number from 701 to 704,
- (b) Transferring the review application to the concerned Adjudicating Officer, and
- (c) Directing the Registry to expedite the transfer process.

TELANGANA REAL ESTATE REGULATORY AUTHORITY**COMPLAINANTS : CHATRAGADDA SRI TULASI****RESPONDENT: 1. M/S. PAGADALA CONSTRUCTIONS PRIVATE LIMITED****2. VENKATA RAMANA RAO KONDADASULA****CORAM: DR. N. SATYANARAYANA, IAS (RETD.), HON'BLE CHAIRPERSON****SRI K. SRINIVASA RAO, HON'BLE MEMBER****SRI LAXMI NARAYANA JANNU, HON'BLE MEMBER****ORDER DATE: 09.05.2025**

Complainant Representative: Sri Suresh Pallerlamudi

Respondent Representative: Sri Ashwin Reddy

Gist: The complainant, having paid 31% of the flat cost, challenged the builder's unilateral cancellation of her allotment without due notice. Telangana RERA held that while the buyer was aware of the mortgage, the builder violated legal procedure by cancelling without a 30-day notice. The Authority set aside the cancellation and allowed the complainant to regularize payment with interest within 45 days. The builder was also directed to execute a registered agreement for sale and face proceedings for breaching Section 13(1) of the RERA Act.

The complainant, Mrs. Chatragadda Sri Tulasi, filed a complaint under Section 31 of the Real Estate (Regulation and Development) Act, 2016, read with Rule 34(1) of the Telangana RERA Rules, 2017, alleging arbitrary cancellation of her flat allotment and seeking appropriate reliefs. The matter was heard on 22.02.2025 before the Telangana RERA Authority, in the presence of both parties' counsels.

The dispute revolves around Flat No. 103 in the "ANYA" residential project. The complainant booked the flat on 28.12.2022 by paying ₹2,00,000 as advance, followed by a Confirmation Letter on 13.01.2023, stipulating a payment of 20% of the total sale consideration of ₹76,96,000, with the balance to be paid at registration through a housing loan. Between January and May 2023, she paid ₹13,39,200, thereby completing the initial 20%. Additionally, on the request of the builder citing project registration delays, she paid another ₹9,00,000 between March and July 2024, bringing her total payment to ₹24,39,200—approximately 31% of the flat value.

Problems arose when the complainant discovered that the unit was under mortgage, preventing banks from processing a housing loan until the Occupancy Certificate (OC) was obtained. Despite this limitation, the builder demanded an additional ₹24,09,280 (making it 60% of the total price). Upon the complainant's refusal and request for time to pay ₹5,00,000, the builder unilaterally cancelled the allotment on 07.08.2024 and allotted the flat to another buyer. The complainant alleged bad faith on part of the promoter and sought directions for reinstating the allotment and barring further demands until the OC was issued.

The Respondent, Pagadala Constructions, in its counter, argued that the complaint lacked legal basis and that the complainant was fully aware of the mortgage status as mentioned in the Confirmation Letter. They claimed the cancellation was in line with the terms due to non-payment despite repeated reminders and denied that the OC was a precondition for loan eligibility, attributing the delay to the complainant's personal issues.

Upon review, the Authority framed two central issues: (i) Whether the complainant was entitled to registration of the flat; and (ii) Whether the cancellation was legally sustainable under the RE(R&D) Act. The Authority found that the complainant had indeed paid 31% of the flat value but also acknowledged that the mortgage status was disclosed in the Price Confirmation Letter. It ruled that the complainant could not now plead ignorance, invoking the principle of *caveat emptor* and emphasizing the need for due diligence by the buyer.

However, the Authority took serious note of procedural lapses in the cancellation process. The promoter had not served a 30-day prior notice before cancellation, which is a mandatory requirement under Clause 9.3(ii) of the Model Agreement for Sale under Rule 38 of the Telangana RERA Rules. Thus, the unilateral cancellation was declared legally unsustainable and was set aside.

Further, the Authority noted that more than 10% of the total consideration had been collected without execution of a registered Agreement for Sale, violating Section 13(1) of the RE(R&D) Act. This was viewed as a serious contravention, warranting suo motu proceedings against the builder.

Accordingly, the Authority directed the complainant to clear all pending dues with applicable interest at the rate of SBI's MCLR + 2% (11% p.a. as of the date of order) within 45 days. If the complainant complies, the respondent must reinstate the allotment and execute a registered Agreement for Sale. If the complainant fails to pay, the respondent may cancel the allotment and refund the total amount (after deducting booking charges) within 30 days.

In conclusion, the Authority struck a balance between buyer protection and enforcement of contractual obligations. It allowed the complainant a final opportunity to regularize her default, emphasized promoter accountability under RERA, and ensured that any future cancellation follows due process. The complaint was disposed of with these directions and without any cost order.

COMPLAINANTS : M/S VIANA HOMES PVT. LTD.

RESPONDENT: 1. SRI SIKHA BALARAJU

2. M/S INFY PROJECTS

3. M/S BELL SQUARE PVT LTD

4. SMT. K VIJAYA LAKSHMI

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

SRI K. SRINIVASA RAO, HON'BLE MEMBER

SRI LAXMI NARAYANA JANNU, HON'BLE MEMBER

ORDER DATE: 17.05.2025

Complainant Representative: Sri Drupad Sangwan

Respondent Representative: None of the respondent 1, 2&3 appeared, Respondent no. 4
appeared in person

Gist: The complainant alleged that Respondents 1 to 3 fraudulently acted as unregistered real estate agents for the "Poojitha Tech Park" project, misappropriating funds and forging documents. The Authority found them in violation of Section 9 of the RERA Act and imposed a joint penalty of ₹3,69,600 under Section 62. However, relief for refund was denied due to lack of evidence. The Respondents were also barred from engaging in real estate transactions without proper registration.

The present complaint was filed by the promoter of a commercial real estate project named “Poojitha Tech Park” (Reg. No. P02400002546), located in Kokapet Village, Telangana, under Section 31 of the Real Estate (Regulation and Development) Act, 2016, read with Rule 34(1) of the Telangana RERA Rules, 2017. The matter was heard on multiple dates between August and November 2024, in the presence of the complainant’s counsel, while Respondents 1 to 3 failed to appear despite service of notice. Respondent No. 4 appeared in person.

The Complainant alleged that Respondent No.1 approached them in 2022 to offer mediation for prospective purchasers in the said commercial project. However, no formal agreement was finalized. Despite this, Respondents 1 to 3, using entities like M/s. Infy Projects Pvt. Ltd., M/s. Bell Square Pvt. Ltd., and M/s. Bellcom India Pvt. Ltd., falsely represented themselves as authorized RERA agents of the Complainant (M/s. Viana Homes Pvt. Ltd.). They introduced buyers, misrepresented sale prices, misappropriated excess funds, and forged signatures and receipts, thereby causing reputational and financial harm to the Complainant. One such aggrieved buyer later filed a separate complaint (Complaint No. 1784 of 2023) where the fraud was highlighted. FIRs were also registered against Respondent No.1 for cheating to the tune of ₹4 crores.

The Complainant prayed for the following reliefs:

1. Imposition of penalty under Section 62 on Respondents 1 to 3.
2. Cancellation of any RERA licenses issued to them and a bar on future agency roles.
3. Refund of all misappropriated funds to the Complainant.

The key legal issues before the Authority were whether the Respondents acted as real estate agents in violation of Section 9 of the Act and whether the Complainant was entitled to the requested reliefs. Based on the evidence, the Authority found that Respondents 1 to 3 acted in the capacity of real estate agents without registration, as defined under Section 2(zm) of the Act. Their conduct in facilitating transactions, receiving consideration, and misrepresenting themselves as authorized agents, brought them squarely under this definition.

Since Respondents 1 to 3 failed to respond or submit evidence, the Authority held them ex-parte and concluded that they violated Section 9 of the Act by operating without valid agent registration. As a result, the Authority imposed a joint and several penalty of ₹3,69,600 on them under Section 62 of the Act. However, the Authority denied the relief seeking cancellation of RERA licenses since no such licenses were issued. Further, the claim for refund of appropriated amounts was also denied due to lack of quantifiable evidence showing how much was received by the Respondents on behalf of the Complainant.

The Authority also issued strict directions restraining Respondents 1 to 3 from acting as agents in any real estate transaction without valid registration under Section 9. It warned that further violations may attract penalty under Section 65, which allows a fine up to 5% of the project cost for continued default.

Accordingly, the complaint was disposed of with no order as to costs.

PART-III

NOTIFICATION & CIRCULARS

RAJASTHAN REAL ESTATE REGULATORY AUTHORITY

Order No.: F: 1(31)/RJ/RERA/AM/2019/647

Date: 22/05/2025

NOTIFICATION

Subject: Mandatory Display of QR Code, Standardized Font Size of Rajasthan RERA Registration Number, and Website Address of Rajasthan RERA in Advertisements Published by Promoters and Real Estate Agents.

Section 11(2) of the Real Estate (Regulation and Development) Act, 2016 ("the Act") mandates that any advertisement or prospectus issued or published by a promoter must prominently display the website address of the Authority and include the registration number obtained from the Authority, along with other incidental details.

Rule 15(2) of the Rajasthan Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on Website) Rules, 2017 ("the Rules"), reiterates that every registered real estate agent is required to quote both the agent registration number and the project registration number in all advertisements issued.

It has been observed by the Authority that in numerous cases, the Rajasthan RERA registration number and the Authority's website address are displayed in fonts that are too small, use light colours, or are positioned in obscure areas of advertisements, thereby undermining the objective of transparency and consumer awareness mandated under the Act.

In compliance with the decisions taken by the Authority in its 21st meeting and in exercise of powers conferred under Section 37 of the Real Estate (Regulation and Development) Act, 2016 ("the Act"), the Rajasthan Real Estate Regulatory Authority (hereinafter "the Authority") hereby issues the following directions in the interest of enhancing transparency, promoting consumer awareness, and protecting the rights of homebuyers:

1. Font Size Standardization

The Rajasthan RERA registration number and the Authority's website address must be displayed in font size equal to or larger than the font used for the project's contact details and address. If different font sizes are used for contact details and address, the largest font size among them shall serve as the reference for displaying the RERA number and website address.

2. Placement and Visibility

The top-right quadrant of the advertisement must contain the Rajasthan RERA registration number and the Authority's website address. The font colour must contrast adequately with the background to ensure high visibility and clear readability.

3. Display of QR Code

A Quick Response (QR) Code, linked to the project details on the official Rajasthan RERA website, must be included in the top-right quadrant of the advertisement.

4. Scope of Application

These directions shall apply to all promotional and advertising materials, including print, digital, social media, brochures, catalogues, leaflets, prospectuses, Standees at project sites and sales offices, Websites/webpages of projects, Social media advertisements and any other form of real estate promotional content.

5. Penal Provisions:

Failure to comply with the above directions shall be construed as violation/contravention and in such case a penalty of not less than 10,000 and up to 250,000 per violation shall be imposed, in accordance with Section 63 and/or Section 65 of the Act upon the promoters and real estate agents for each violation, as the case may be.

These directions shall come into force with immediate effect upon issuance of this order.

RAJASTHAN REAL ESTATE REGULATORY AUTHORITY

Order No.: F1(31)RJ/ RERA/Authority Meeting/2019/659

Date: 23/05/2025

NOTIFICATION

In pursuance of the decision taken in 21st meeting of the Authority, held on 15th May, 2025 and in exercise of the powers conferred under Section 37 of the RERA Act, the following directions are hereby issued for compliance by all Concerned:

1. Submission of structural drawings for registration of the projects (other than plotted development projects).

As per Regulation 3(2)(i) of the RERA Regulation, 2024, the promoter is required to mandatorily upload the structural drawings duly sealed and signed by a qualified engineer at the time of submission of online application for registration. Adopting a pragmatic approach, it has been decided that henceforth the promoter may file structural drawings of the project at the time of submission of application for registration or at any point of time during the construction of the project, but in any case, the final structural drawings have to be submitted before submission of partial Completion Certificate / Completion Certificate, as the case may be. If the said drawings are not submitted at the time of registration of the project, the promoter shall have to submit an undertaking / affidavit that the structural drawings shall be submitted in due course of time. It shall be applicable w.e.f. 01.06.2025.

2. Exemption certificate for the projects.

The consideration of exemption applications and issuance of exemption certificate of the projects is dispensed with with immediate effect.. Henceforth, no fresh application for exemption shall be entertained. The necessary modification in the concerned module be made accordingly.

3. To provide the online mechanism for consideration of the application submitted by promoter for closure of Separate RERA Retention Account.

The IT Cell, shall create a separate module on online web portal for closure of the separate retention account so that the promoter may file an online application as per requirement of Regulation 11(8) of the RERA Regulation, 2024. This bears the approval of the Hon'ble Chairperson.

MAHARASHTRA REAL ESTATE REGULATORY AUTHORITY

Order No.: 64/2025

Date: 02/05/2025

NOTIFICATION

Subject: Guidelines for Go-Live of Project Lifecycle Management Module in MahaRERA CRITI (Complaint and Regulatory Integrated Technology Implementation)

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

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

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

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

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

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

And whereas, Section 4(3) of the Act mandates the Authority, to operationalize a web based online system for submitting application for registration of real estate projects.

And whereas some of the functions of the Authority under Section 34 of the Act is to publish and maintain a website of records as well as to maintain a database, on the website of the Authority.

And whereas, Regulation 48 of the Regulations empowers the Authority by an Order to fix standard fees, annual fees, to be levied on promoters or real estate agents or allottees for inspection of documents, certified copies of documents, updating of website, database management and maintenance of website.

And whereas, MahaRERA launched MahaCRITI (MahaRERA Complaint and Regulatory Integrated Technology Implementation) at 11:59 PM on 31st August 2024, consisting of following modules: Agent Lifecycle Management, Complaint Management & Conciliation Management.

And whereas, MahaRERA is now planning to launch Project Lifecycle Management Module of MahaCRITI and in the course of transitioning from the old system to the new MahaCRITI system, it is imperative to clearly define the processes and schedule to be adhered for the implementation of the new system.

In light of the foregoing, the following advisories and procedures are hereby issued for all users of the system:

Go-Live of Project Lifecycle Management Module

- a. The Project Lifecycle Management module encompasses all applications related to projects including Project Registration, Project Correction, Project Extension, Project Quarterly Updates and so on.
- b. This module shall go live on MahaCRITI on 11:59 PM, 4th May 2025.
- c. All new applications of Project Registration, Project Correction, Project Extension, Project Quarterly Updates etc, shall have to be submitted in the New MahaCRITI Module from 5th May 2025.
- d. All Existing Applications of Project Registration, Project Extension, Project Correction, etc. which have already been submitted in old application before Go-live shall continue to be processed in the old application itself. Users should not submit duplicate applications in the new system.

ODISHA REAL ESTATE REGULATORY AUTHORITY

Order No.: 2813/ORERA, Bhubaneswar

Date: 23/05/2025

NOTIFICATION

Subject: Submission of complaint cases in form VI and VII, U/s 31 of RE (R&D) Act, 2016 through hybrid mode i.e. online and offline mode.

As desired by the Authority in presence of Advocates of RERA Bar Association, Sr. Consultant (IT) and CSM Technologies Pvt. Ltd., it has been decided to accept the complaint cases in form VI and VII U/s 31 of RE (R&D) Act, 2016 through hybrid mode i.e. both online and offline till 31.08.2025 to avoid delay and inconvenience to the complainants in filing the above cases.

An application fee of Rs.1000/- is required to be paid at the time of filing the cases in online mode while a printed copy of the money receipt has to be deposited at the time of submission in physical form.

The physical copies of case related documents must be submitted to Legal Branch with an acknowledgment receipt of the payment made.

Decision taken by the Authority in the above matter shall be conveyed from time to time in the ORERA website.

ODISHA REAL ESTATE REGULATORY AUTHORITY

Order No.: 2859/ORERA, Bhubaneswar

Date: 27/05/2025

NOTIFICATION**Subject: Mandatory One-Time Data Updation on ORERA 2.0 Platform.****Ref:** Letter no 1735/ORERA dt. 18.03.2025 and reminder no 2472 dated 02.05.2025.

This is a reminder regarding our earlier communication referred above concerning the mandatory one-time data updation on the ORERA 2.0 platform by 15.05.2025.

As per the instructions in the attached Step-by-Step Guide and User Manual, this activity is to be completed by all the promoters whose projects are registered under the PAC-MS application. This facility is extended only once to those promoters holding a valid registration certificate. The purpose of this one-time data updation is to ensure that the current status of your project is accurately reflected in the ORERA 2.0 system. This includes:

1. Updation of Construction milestones.
2. Updatin of Booking status of all the units.
3. Updation of project professionals' details (such as Site engineer, Architect, and Chartered accountant).

This critical exercise will enable promoters to start submitting Digital Quarterly Progress Reports (QPRs) from the next quarter onwards, which is a mandatory requirement under ORERA 2.0.

It has been observed that you are yet to complete this process. Hence, you are directed to treat this matter as extremely urgent and complete the necessary steps by 15th June 2025 from the date of issue of this letter, to avoid regulatory non-compliance.

If you encounter any difficulties during the process, please contact our helpdesk at 0674-2570757 for assistance.

Please note that failure to complete this updation within the stipulated timeframe may adversely impact the regulatory & service delivery work of the Authority thereby affecting the intereshof both the homebuyers & the promoters.

TELANGANA REAL ESTATE REGULATORY AUTHORITY**Order No. 737/TG RERA/2025****Date: 04/05/2025****NOTIFICATION**

The Telangana Real Estate Regulatory Authority (hereinafter "the Authority"), in discharge of its mandate under the Real Estate (Regulation and Development) Act, 2016 (hereinafter "RE(R&D) Act"), is committed to ensuring that adjudicatory processes before it adhere to the fundamental principles of natural justice. It is imperative that no party is denied an opportunity of hearing due to procedural contingencies beyond their control.

2. It is in this context that the Authority deems it necessary to set out a structured framework to regulate the procedure for seeking recall of ex parte orders or for restoration of complaints dismissed for default.

3. The Hon'ble High Court of Judicature at Allahabad, in T.G.B. Realty Pvt. Ltd. v. State of Uttar Pradesh & Ors. (W.P. No. 3230 of 2019, decided on 17.10.2019), has affirmed that the power to recall ex parte orders constitutes procedural review, which is distinct from substantive review. The Hon'ble High Court observed that "It is well recognized that every court/tribunal has inherent power of procedural review and the same cannot be denied to the petitioner merely for the reasons that there is no provision to that effect in the Act/Statute."

4. The Authority also draws strength from the provisions of Section 38(2) of the RE(R&D) Act, which empowers it to regulate its own procedure, subject to principles of natural justice and the framework of the RE(R&D) Act and the rules made thereunder.

5. In light of the above, and in exercise of the powers conferred under Sections 37 and 38(2) of the Real Estate (Regulation and Development) Act, 2016, read with Regulation 28(3) of the Telangana Real Estate Regulatory Authority (General) Regulations, 2023, the Authority hereby lays down the following directions to govern the process of recalling ex parte orders and restoring complaints dismissed for default:

a. Any party to a complaint proceeding in which an ex parte order has been passed by the Authority or the Adjudicating Officer, or any complainant whose complaint has been dismissed for default due to non-appearance or non-prosecution, may seek appropriate relief by filing an application for recall or restoration.

For the purposes of this Circular:

i. Ex parte order shall mean an order passed in the absence of any party to the complaint on the scheduled date of hearing.

ii. Dismissal for default refers on account of non-appearance or failure to prosecute by the complainant.

b. An application for setting aside of ex parte order or for restoration of complaint shall be submitted on payment of standard fee of Rs. 5000/- (Rupees Five Thousand only) in each case, payable through demand draft in favour of "TG RERA Funds", payable at Hyderabad, or through online transfer to Account No. 50100595798191, HDFC Bank, IFSC Code: HDFC0007036.

c. Upon receipt of the application, notice shall be issued to the opposite party, before allowing the application.

d. The applicant shall satisfy the Authority that:

i. The notice of hearing was not duly served; or

ii. The applicant had no knowledge of the date of hearing; or

The applicant was prevented by sufficient cause from appearing on the scheduled date.

While the Authority may take judicial notice of events of force majeure such as the COVID-19 pandemic, each application will otherwise be subjected upon judicial scrutiny based on sufficient cause.

e. No application shall be entertained in respect of any order against which an appeal has already been preferred under the RE(R&D) Act.

6. This Circular shall come into operation with immediate effect.

TAMIL NADU REAL ESTATE REGULATORY AUTHORITY**Order No.: TNRERA/ A3/1675/2025****Date: 07/05/2025****NOTIFICATION****Subject: TNRERA - Registration of real estate projects - Installation of display Board - Orders issued - Reg.**

It is ordered that for all real estate projects (Buildings and Layouts), the promoter should install a Display Board in the project site abutting the public road with a size of atleast 2 feet x 4 feet as per the format given below:

1.	Name of the Promoter	-
2.	Name of the project	-
3.	TNRERA Registration Details	-
4.	Date of Completion as per TNRERA Registration	-
5.	Website address of TNRERA	-

2. The details shall be mentioned in a readable font size in the Display Board and it shall be a separate board and not as part of other Display Boards.

3. The Display Board shall be installed at the project site after obtaining TNRERA registration and the proof of installation shall be certified by the Engineer/Architect who is connected with the project accompanying with site photographs.

4. A condition may be laid in Form-C and compliance of this condition shall be checked and ensured before issue of completion report by insisting a certificate as stated in para 3 above.

TAMIL NADU REAL ESTATE REGULATORY AUTHORITY**Order No.: TNRERA/ A3/1676/2025****Date: 07/05/2025****NOTIFICATION****Subject: TNRERA - Registration of real estate projects - Re-submission of applications - Deduction of registration charges and collection of additional 10% registration fee - Reg.**

The Scrutiny Officials process the applications for registration of the real estate projects in compliance of the Real Estate (Regulation & Development) Act, Rules, Regulations and Circulars issued.

2. On scrutiny, if it is found that some additional particulars, documents and clarifications are required, two chances may be given to the Promoter to comply with the queries raised by the Authority. However, if the promoters do not comply with the direction of the Authority even after availing the aforesaid two chances, the application, when resubmitted next time, may be treated as a fresh application. Further, 10% of the original registration fee remitted by the promoter may be forfeited and the remaining 90% may be adjusted towards the registration fee applicable for the fresh application. The promoter shall make good the deficit in the registration fee.

TAMIL NADU REAL ESTATE REGULATORY AUTHORITY**Order No.: TNRERA/ A3/1677/2025****Date: 07/05/2025****NOTIFICATION****Subject: TNRERA -Registration of real estate projects (Layouts and Sub Divisions) On-going Developments collection of Security Deposit Ordered.**

In case of the layouts where development works are in progress (ongoing layout projects), the promoter opens a separate bank account and declares a future date in Form-B for completion of the development works as well as for complying with the conditions laid down by the planning authority and local body concerned and registration of such layout projects is approved by the TNRERA as ongoing projects. However, it is difficult for the Authority to ensure whether the stipulated conditions have been fulfilled and all development works completed.

2. Therefore, In the interest of the public, it is proposed to collect a refundable non interest earning Security Deposit from the promoters for all ongoing developments to ensure that the development works are completed and the conditions stipulated by the planning authorities / local bodies / NOC agencies are complied with.

3. The Security Deposit shall be payable as given in the table below.

SI No.	Category	Security Deposit
1.	Extent of the layout upto 1 Acre (or) project cost upto Rs.1 Crore.	Rs. 1 Lakh
2.	Extent of the layout more than 1 Acre and upto 5 Acre (or) project cost more than Rs. 1 Crore and upto Rs.5 Crore.	Rs. 5 lakh
3.	Extent of the layout more than 5 Acre and upto 10 Acre (or) project cost more than Rs.5 Crore and upto Rs.10 Crore.	Rs. 10 lakh
4.	Extent of the layout more than 10 Acres (or) project cost more than Rs.10 Crore.	Rs. 20 lakh
Note:	1. Extent of the layout for this purpose shall be inclusive of the common area and the land donated to local body, TANGEDCO, etc. 2. The Security Deposit will be calculated based on the above slabs, as illustrated below:	
Illustration	i.	If the extent of the layout is 0.75 Acre (75 cents) and project cost is Rs.1.5 Crore, the applicable Security Deposit will be Rs.5 lakh.
	ii.	If the extent of the layout is 6 Acre and project cost is Rs. 5 Crore, the applicable Security Deposit will be Rs.10 lakh.

4. Completion Report will be issued and Security Deposit will be refunded by the Authority on completion of development works, complying with the conditions laid down by the planning authority and the local body concerned and on furnishing a certificate duly certified by the Architect/Engineer, who is involved in the project. The Authority reserves the right to order for site inspection to check whether the development works are complete and whether the conditions

laid down by the planning authority, local body concerned, NOC Agencies, etc. have been complied with before issue of Completion Report and releasing the Security Deposit.

5. Once the Completion Report is issued and ordered for refund of Security deposit, the Accounts Officer, TNRERA shall transfer the Security Deposit without interest through online and make entries in the system. A monthly statement shall be submitted to the Authority regarding refund of Security Deposit.

TAMIL NADU REAL ESTATE REGULATORY AUTHORITY

Order No.: TNRERA/ A3/1678/2025

Date: 07/05/2025

NOTIFICATION

Subject: TNRERA Registration of real estate projects Compound wall around the project site - Reg. –

While processing the application for registration of real estate project (layouts), if the promoter constructed any wall obstructing/blocking the public roads, which have already been handed over to the Localbody through gift deed, the promoter may be directed to remove such wall obstruction and furnish evidence by way of photographs. Similarly, gates are not permitted at the entrance and if it is provided the promoter may be directed to remove the gates and furnish photographs.

2. The Scrutiny Officials shall ensure that before forwarding the application for approval, both the conditions in para-1 are complied with.

PART-IV

RERA NEWS

ECONOMIC TIMES

Date: 24.05.2025

RERA impact: Homebuyer to get Rs 65 lakh compensation for delay of over 9 years in possession of a home in Delhi NCR

In a landmark judgment dated March 19, 2025, Haryana RERA directed a builder to pay over ₹65.63 lakh in interest to a homebuyer for a delay of more than nine years in delivering possession. The buyer had booked a unit in Gurgaon in June 2013, paid ₹62.79 lakh, and was to receive possession by December 7, 2015. Despite multiple excuses—including COVID-19, death of EIA chairman, and delayed approvals—the Authority rejected these justifications, ruling them as routine events or lacking merit under RERA’s definition of force majeure.

Acting under Section 18(1) of the RERA Act read with Rule 15, Haryana RERA applied an 11.1% interest rate (SBI MCLR + 2%) from the due date till the possession plus two months. The builder was also fined ₹20,000 in litigation costs. Legal experts note this order reaffirms promoter obligations under Section 11(4)(a), restricts misuse of grace periods, and protects allottees irrespective of being termed “investors.” The judgment also rejected unilateral and vague contractual clauses and reinforced standard compensation norms. It confirms that force majeure cannot be claimed for predictable delays and sets a precedent for strict accountability of promoters under RERA’s consumer-centric framework.

FINANCIAL EXPRESS

Date: 30.05.2025

Eight years on, RERA long on promise, short on delivery

Eight years after the enactment of the Real Estate (Regulation and Development) Act, 2016 (RERA), its implementation remains inconsistent across states. While Maharashtra and Madhya Pradesh have performed better, even they have achieved only 50-60% of targets. Key challenges include poor enforcement, reliance on voluntary data uploads, limited technical capacity, and lack of autonomy from state agencies. Experts note that without AI and machine learning, data auditing remains difficult. Nevertheless, RERA has brought significant improvements — including reduction in fund diversion, better project disclosures, and increased buyer confidence. Around 1.43 lakh projects comprising 11.1 million units have been registered across 20 states. Developers highlight that corporate players have benefited the most, while smaller ones struggle to comply. However, concerns persist regarding RERA’s limited authority in cases involving NCLT and stuck projects. Going forward, experts recommend enhanced enforcement powers, better use of technology, and flexibility in fund usage after financial closure to boost efficiency

FINANCIAL EXPRESS

Date: 10.06.2025

Carpet areas shrink as loading at new high for homebuyers

A recent report by Anarock Property Consultants reveals a significant rise in loading factors across major Indian residential markets, reducing the liveable space for homebuyers. Loading, defined as the difference between super-built-up and carpet area, has increased from an average of 30% in 2019 to over 40% in Q1 2025 in cities like Mumbai Metropolitan Region (MMR), Delhi NCR, and Bengaluru. This means buyers now pay more for common amenities like elevators, lobbies, staircases, and clubhouses, while receiving less usable space within their homes.

MMR tops the list with a 43% average loading in Q1 2025, up from 33% in 2019. Bengaluru saw the highest jump—from 30% to 41%—due to the inclusion of modern amenities to meet rising lifestyle demands. NCR follows closely at 41%, while Chennai has the lowest at 36%. Although RERA mandates disclosure of carpet area, it does not cap the loading percentage, leading to variations and potential consumer disadvantage.

Experts stress that loading should remain within a fair range—ideally not exceeding 25-30%. Developers suggest that a reasonable carpet-to-saleable ratio of 70-75% is acceptable. Advocates call for stricter RERA norms to ensure transparency in pricing and space allocation.

THE INDIAN EXPRESS

Date: 11.06.2025

Dwarka's Golf View Apartments: Delhi HC seeks RERA, Housing Ministry's response on DDA petition

On May 28, the Delhi High Court sought responses from the Ministry of Housing and Urban Affairs and the Delhi Real Estate Regulatory Authority (RERA) in a petition filed by the Delhi Development Authority (DDA). The DDA challenged RERA's directive mandating the registration of its housing projects, particularly in response to complaints regarding poor construction at Golf View Apartments in Sector 19B, Dwarka. RERA had earlier asked DDA to constitute a panel and report on remedial actions. DDA contended that it is a statutory authority under the DDA Act and Nazul Rules, not a "promoter" as defined under the Real Estate (Regulation and Development) Act, 2016. It argued that RERA's jurisdictional claim is unauthorized, as DDA's own housing regulations govern its projects. This legal tussle follows earlier issues where RERA had pulled up DDA in 2023 for marketing the Sector 19B project without registration. Justice Sachin Datta scheduled the next hearing for July 7.

TIMES OF INDIA

Date: 11.06.2025

ORERA directs developers to update project details on new website

The Odisha Real Estate Regulatory Authority (ORERA) has mandated all registered developers to update critical project information on its newly launched website, ORERA 2.0. This platform aims to provide homebuyers with real-time updates on their investments. In a circular to promoters, ORERA instructed them to upload data on construction milestones, booking status, and details of associated professionals like architects and engineers. A 26-page user manual has been issued to assist developers in completing the process by June 15. This one-time update is

allowed only for promoters holding valid registration certificates and is essential for accurately reflecting project progress. ORERA warned that delays in data submission could hamper its regulatory functions and negatively impact stakeholders. Additionally, the updated portal will streamline the submission of quarterly progress reports, a key requirement for developers. While the move has boosted trust in ORERA, homebuyers like Artatrana Jena emphasized the need for better enforcement of the authority's orders.

FINANCIAL EXPRESS

Date: 18.06.2025

DLF sells off all its luxury homes in Gurugram; garners Rs 11000 crore in sales

DLF, India's largest listed real estate developer, has successfully sold out its luxury residential project 'Privana North' in Gurugram within a week, achieving record-breaking pre-sales worth approximately ₹11,000 crore. The project comprises 1,152 four-bedroom apartments priced at ₹9.5 crore each and 12 penthouses priced at ₹25 crore. Located in Sectors 76 and 77 and part of the 116-acre DLF Privana township, Privana North spans 17.7 acres and features six towers with 50 storeys—DLF's tallest to date.

Offering only 65 residences per acre, the project boasts a high open space ratio and uninterrupted views of a 500-meter-wide green zone. Each apartment includes three car parks, and penthouses offer four. Around 30% of buyers are NRIs, reflecting global interest. DLF has also secured RERA approval for a Mumbai project expected to launch in Q2 of FY25, targeting sales of ₹3,000 crore with homes priced between ₹5-6 crore.

ECONOMIC TIMES

Date: 22.06.2025

Housing sales dip 19% in April-June across top 9 cities: PropEquity

As per PropEquity, housing sales across nine major Indian cities are estimated to decline by 19% year-on-year to 94,864 units in April–June 2025, compared to 1,16,432 units in the same period last year. This marks the first time since Q3 2021 that sales have fallen below the 1 lakh unit mark. New housing supply also dropped by 30% to 82,027 units from 1,17,208 units. City-wise, Mumbai and Thane recorded the sharpest declines of 34% each, while Pune saw a 27% fall, followed by Hyderabad (20%), Navi Mumbai (17%), and Bengaluru (6%). Kolkata reported a modest 8% dip in sales. However, Delhi-NCR and Chennai defied the trend, with sales increasing by 16% and 9% respectively. PropEquity, owned by NSE-listed P.E. Analytics, is a real estate data analytics firm with over 17 years of catalogued data and coverage of more than 40 Indian cities, offering key market insights.

HINDUSTAN TIMES

Date: 22.06.2025

Delay in RERA chief appointment shows govt's 'mala fide' intent: Himachal HC

The Himachal Pradesh High Court, while hearing a PIL filed by Atul Sharma, strongly criticized the state government for delaying the appointment of the RERA chairperson and members, terming it as being done with a mala fide intent. The court observed that RERA has remained headless since December 2024 after the retirement of its chairperson Shrikant Baldi. Despite the selection committee's recommendations being forwarded on March 13, 2025, no action was taken. The bench, comprising Chief Justice Gurmeet Singh Sandhawalia and Justice Ranjan Sharma, directed the state to issue the notification by June 25, 2025, or face personal appearance of the Chief Secretary.

The court also criticized the abrupt relocation of the RERA office to Dharamshala on June 13 without proper infrastructure. A fine of ₹5 lakh was imposed on the state. Although the government cited policy decisions and relocation for the delay, only one member, Vidur Mehta, has been appointed so far, with the rest still pending.



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