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RERA TIMES

REAL ESTATE (REGULATION AND
DEVELOPMENT) ACT, 2016



NDA

III Term

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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,

With 969 million eligible voters, India's 2024 general election has been the largest ever seen. The successful execution of these phases was a testament to the dedication of voters, political parties, candidates, election personnel, and security forces. Their collective efforts exemplified the strength of democratic processes and the importance of civic responsibility.

A heartiest congratulations to our Prime Minister Shri Narendra Modi for a third successive term as the Prime Minister of India, a hat-trick in the lingo of that game which the country so celebrates. In doing so, he has matched the electoral record of the first prime minister of India, Shri Jawaharlal Nehru. We hope that the BJP's lack of an outright majority and its dependence on the support of the TDP and JDU for achieving the required majority marks a new phase of collaborative governance, offering diverse perspectives for inclusive decision-making and national upliftment.

It is also anticipated that the opposition will adopt a constructive role in supporting the government by making wise decisions. By setting aside rivalry, political competition, and self-interest, and by prioritizing the nation's welfare. The spirit of cooperation and mutual respect among all political parties is essential for addressing the challenges facing our country and for fostering a stable and prosperous future for all citizens. I look forward to seeing this positive dynamic in action, benefiting the country and ensuring its steady advancement.

I Hope during this tenure of 5 years all the agendas taken up by the party be in the favor and upliftment of the public of the nation. I wish for the successful implementation and achievement of all the agendas of the party and hope to evidence a better future for the nation.

Further, India's recent surge in small IPOs is expected to pave the way for larger offerings, diversifying options for global investors eager to participate in the nation's bustling equity market. The SENSEX reaching record highs adds further allure to India's investment landscape, signaling robust growth potential in the near term.

In FY24, PSU banks also exhibited a remarkable earnings rebound driven by enhanced asset quality, strong margins, and robust loan growth amidst a multi-year credit upswing. Their combined net profit surged nearly 4.5 times to a record Rs 141,203 crore, with a 35% year-on-year increase from FY23. Commercial banks also saw improved asset quality, with GNPA ratio dropping to a 12-year low of 2.8%, and net NPA ratio declining to 0.6%, as per RBI's biannual Financial Stability Report.

The Indian real estate sector has also seen robust growth recently, and people are hopeful about potential reforms in Budget 2024. Enthusiasts are eager for lower GST rates, slashed home loan interests, streamlined clearances, and the coveted industry status. It has been embarked that there's a surplus of unsold homes, but not enough of the right ones people want to buy. Regulators need to focus on bridging this gap in the sector's supply and demand dynamics to streamline the sector and enhanced public trust on the regulators.

Granting industry status to the real estate sector promises to unleash a wave of investment, simplifying regulations and benefiting all involved in the dynamic world of real estate transactions.

I hope for strong growth not only in the real estate sector but across all the sectors of the economy to unleash in benefiting the public and advancing our nation's development to new heights.

ॐ सर्वे भवन्तु सुखिनः सर्वे सन्तु निरामयाः।
सर्वे भद्राणि पश्यन्तु मा कश्चिद्दुःखभाग्भवेत्।

(May all beings be at peace, may no one suffer from illness,
May all see what is auspicious, may no one suffer)

With Regards
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Date: 15/07/2024



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PART-I

HIGH COURT JUDGEMENT

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY CIVIL APPELLATE
JURISDICTION**

Order dated: 26 Feb, 2024

Wadhwa Group Housing Private Ltd.

.....APPELLANT

VERSUS

1. Mr. Vijay Choksi

2. SSS Escatics Pvt. Ltd.

.....RESPONDENTS

CORAM: SANDEEP V. MARNE, J

Appellant Representative: Mr. Naushad Engineer with Mr. Chirag Kamdar, Mr. Abir Patel and Ms. Lavina Bhargava i/by. M/s. Wadia Ghandy & Co.

Respondent Representative: Mr. Ashish Kamat, Senior Advocate with Mr. Vikram Garewal, Mr. Sagar Deb, Mr. Amani i/by. Mr. Anmol Bastariva, for Respondent No.1.

Gist – Despite not directly receiving payment, the Appellant, a joint promoter under RERA, was held liable by the High Court for refunding the amount with interest. The court emphasized joint liability under RERA

The case involves a dispute over a real estate project named "The Nest" located in Mumbai. Respondent No. 2, SSS Escatics Pvt. Ltd., entered into a Joint Development Agreement with the Appellant to jointly develop the project. Respondent No. 1 booked a 3BHK flat in the project and paid a substantial amount as part consideration. The project was registered under RERA, with the completion date initially set for March 2019, later revised to March 2020.

Respondent No. 1 approached MahaRERA seeking a refund of the amount paid, citing delays and discrepancies in the project. MahaRERA initially rejected the refund claim and directed execution of a sale agreement, which was subsequently appealed.

The Appellate Tribunal partly allowed Respondent No. 1's appeal, directing both the Appellant and Respondent No. 2 to refund the entire amount paid by Respondent No. 1 with interest. The Appellant challenged this decision, arguing that since it had not received any amount from Respondent No. 1, it cannot be held liable to refund any amount.

The High Court admitted the appeal and framed substantial questions of law:

Whether a promoter who has not received any consideration from an allottee can be made liable for refund under Section 18 of RERA?

Whether the appellate tribunal should have remanded the matter to MahaRERA for a decision on the Appellant's liability?

Appellant's Position: The Appellant argues that it did not receive any payment from Respondent No. 1 and, therefore, cannot be held liable for refund. Respondent No. 1's Position. The Appellant contends that under the Joint Development Agreement, Flat No.B falls under the share of Respondent No.2, who issued the allotment letter and received payments.

Respondent No. 1 contends that all promoters are jointly liable under RERA, regardless of who received the payment.

Section 2(zk) of RERA defines 'Promoter' broadly, including anyone associated with constructing or selling apartments. The Appellant and Respondent No.2 are both considered Promoters under RERA, jointly liable for responsibilities. The Circular dated 4 December 2017 emphasizes that entities entitled to revenue from apartment sales are also treated as Promoters and are jointly liable. The registration of the project as ongoing under RERA does not affect joint liability of Promoters.

Section 18 of RERA imposes liability on Promoters to refund amounts to allottees for non-completion of projects. The absence of privity of contract between the Appellant and the Complainant does not exempt the Appellant from liability under RERA. The

Appellant cannot escape liability by claiming payments were made to Respondent No.2 alone.

The Court found the Appellant liable to refund the amount received for the sale of the flat to Respondent No. 1. The issue of the Appellate Tribunal's failure to decide on the Appellant's objections was considered academic, as the Appellant only submitted written arguments. The Court answered the legal questions, confirming that a Promoter, even if not receiving consideration, is liable to refund with interest under Section 18 of RERA. The Second Appeal was dismissed with costs, and the request for a stay of execution proceedings was rejected.

**THE GAUHATI HIGH COURT (HIGH COURT OF ASSAM, NAGALAND,
MIZORAM AND ARUNACHAL PRADESH)**

Order dated: 6 June, 2024

1. PALLAB GHOSH

2. SMTI. KAKALI ROY

.....APPELLANT

VERSUS

1. SIMPLEX INFRASTRUCTURES LIMITED

**2. GUWAHATI METROPOLITAN DEVELOPMENT AUTHORITY
BHANGAGARH**

.....RESPONDENTS

CORAM: HON'BLE MR. JUSTICE MICHAEL ZOTHANKHUMA

Petitioners Representative: Mr. S. Mitra, Advocate

Respondent Representative: Mr. R.J. Das, Advocate

Gist – No bar on invoking Arbitration despite alternative remedy available under RERA Act.

Brief facts

Petitioners claim pertained to the interest on the amount they paid for their apartment from December 21, 2020, until possession is handed over. An agreement for the sale of an apartment was executed on January 24, 2017, stipulating that Simplex Infrastructures Limited (Respondent No. 1) was to deliver possession by December 20, 2020. The Petitioners paid 95% of the total consideration, with the remaining 5% due upon possession. Since possession was not delivered, the Petitioners sought interest under Section 18 of the Real Estate (Regulation and Development) Act (RERA Act) and Clause 11.3 of the Agreement. The Petitioners appointed an arbitrator but the Respondent despite receiving the arbitration notice didn't appoint its arbitrator. The

Petitioners approached the High Court under Section 11(6) of the Arbitration and Conciliation Act, 1996 (Arbitration Act) for the appointment of an arbitrator.

The Petitioners referred to the decision of the Delhi High Court in **Priyanka Taksh Sood & Ors. Vs. Sunworld Residency Pvt. Ltd.**, and argued that arbitration is not precluded by the existence of concurrent remedies under the RERA Act. They also referred to the Supreme Court judgment in **Smt. M. Hemalatha Devi & Ors. Vs. B. Udayasri**, which states that a party can choose between public and private forums for dispute resolution.

In contrast, the Respondent referred to the Supreme Court's *Vidya Drolia* and argued that arbitration is viable only if the law recognizes it as an alternative remedy. It argued that akin to the DRT Act, the RERA Act provides a complete code for resolving disputes which makes the dispute non-arbitrable.

Observations by the High Court

The High Court referred to **Priyanka Taksh Sood** where the Delhi High Court held that the existence of a concurrent remedy under the RERA Act does not preclude the adjudication of a dispute through an arbitration clause. Additionally, the Supreme Court in *Imperia Structures Ltd.* clarified that if a promoter fails to give possession of an apartment by the specified dates, the allottee has the right to demand a return of the amount paid, with interest, or to receive interest for every month of delay until possession is handed over. The allottee can proceed under either Section 18(1) or the proviso to Section 18(1) of the RERA Act.

In **Pioneer Urban Land & Infrastructure Ltd.**, the Supreme Court held that the RERA Act should be read harmoniously with the Insolvency and Bankruptcy Code. Only in cases of conflict does the Code prevail over the RERA Act. Thus, remedies for allottees are concurrent, allowing them to seek redress under the Consumer Protection Act, RERA Act, or the Insolvency and Bankruptcy Code.

The High Court also referred to Sections 18, 71, and 88 of the RERA Act, which collectively indicate that the RERA Act's provisions are supplementary to other legal remedies, not exclusive or overriding them. Section 18 provides for compensation and interest in case of delay, Section 71 outlines the power to

adjudicate compensation, and Section 88 ensures that the RERA Act does not negate other laws.

The High Court also considered the Doctrine of Election, which allows a party to choose between remedies if both are available for the same relief, provided the scope and ambit of the remedies differ. It held that the RERA Act, while barring civil court jurisdiction, does not exclude other fora such as arbitration or consumer protection mechanisms.

The High Court held that there exists a distinction in the mode of recovery of money as envisaged under the DRT Act and the RERA Act. It held that for money recovery under the Arbitration Act, an execution case must be filed in accordance with its provisions before the District Judge, which is somewhat analogous to the appropriate procedure prescribed under the RERA Act for money recovery.

Applying this fourfold test, the High Court held that the dispute didn't meet the criteria for non-arbitrability. It noted that SC in various judgments held that arbitration is not the only remedy available to consumers, who may also file complaints under the Consumer Protection Act. The Supreme Court in National Seeds Corporation Limited and Emaar MGF Land Ltd. allowed parties to choose between public or private forums. In Emaar MGF Land Ltd., the Supreme Court held that if a person entitled to a special statutory remedy opts not to pursue it, and if they are a party to an arbitration agreement, arbitration can proceed.

The High Court noted that the Petitioners opted for arbitration as per the agreed clause to settle their dispute. Consequently, the High Court found that the arbitration clause agreed upon by the parties can be utilized to resolve the current dispute instead of resorting to the RERA Act.

PART-II

REPORTING OF CASE LAWS

ASSAM REAL ESTATE APPELLANT TRIBUNAL**APPELLANT: Sri Shantanu Baruah****RESPONDENT: M/s Dona Builders Pvt. Ltd. & anr.****CORAM: HON'BLE MR. JUSTICE (Retd.) MANOJIT BHUYAN, CHAIRPERSON****ORDER DATE: 06.05.2024**

Appellant Representative: Mr. Kishori Mohan Roy

Respondent Representative: NA

Gist – The case involves a complaint against a real estate developer for alleged violations of building agreements. The Real Estate Regulatory Authority dismissed the complaint, citing the project's completion pre-Act and finding no violation under the Real Estate Act. Further, the appellant lacked standing as an aggrieved person under the Act.

This appeal is directed against the order dated 25.01.2024 of the Real Estate Regulatory Authority, Assam (RERA), in Complaint Case No. RERA/ASSAM/COM/2022/21. **The complaint was filed by Shantanu Baruah, a co-owner of land at village Darandha, Mouza Beltola, Guwahati, against the Respondent Builder/Promoter, alleging various violations under the Real Estate (Regulation and Development) Act, 2016 (the Act).**

Sankar Baruah, authorized by co-owners, entered into a registered Development Agreement and General Power of Attorney with the Respondent Builder/Promoter on 23.11.2005. The project "Dona Presidency," comprising a residential and commercial complex, received necessary permissions from the Guwahati Municipal Corporation (GMC) in 2007. **The project was completed, and an Occupancy Certificate was issued on 07.05.2014.** Following Shankar Baruah's demise in 2014, disputes arose regarding the distribution of built-up area shares as per the Allotment Letters, and subsequent construction of shops by the Builder/Promoter without resolving the deficiency in allotted areas.

Shantanu Baruah filed a complaint on 11.07.2022 under the Act, seeking compensation or allocation of shops' space to make up for the shortfall. The RERA, however, held that the project did not fall within its jurisdiction as it was completed and certified before the Act came into force. The RERA further noted delays in fil-

ing the complaint and ongoing municipal jurisdiction over alleged unauthorized constructions.

The Appellant Tribunal analyzed the appeal primarily on two issues first being whether the project fell within the ambit of the Real Estate (Regulation and Development) Act, 2016 and the other being whether Shantanu Baruah was an aggrieved person under Section 31(1) of the Act.

The Tribunal applied the Supreme Court's ruling in M/s Newtech Promoters v. State of U.P. (2021 SCC Online SC 1044), concluding that the Act does not apply retroactively to projects completed and certified before its enactment. As "Dona Presidency" received an Occupancy Certificate in 2014, the project did not qualify as an ongoing project under the Act, and thus, RERA lacked jurisdiction.

The Tribunal then examined whether Shantanu Baruah met the criteria of an aggrieved person under Section 31(1) of the Act. **It was determined that the complaint primarily concerned contractual disputes and did not establish violations under the Act by the Builder/Promoter.** As such, Shantanu Baruah did not qualify as an aggrieved person within the scope of the Act.

Thereby, The Appellate Tribunal dismissed the appeal, upholding the RERA's decision that it lacked jurisdiction over the complaint. The Tribunal found no merit in the appeal and declined to issue further notice to the Builder/Promoter. The case records were returned to RERA, Assam, and copies of the judgment were provided to the Appellant and RERA.

APPELLANT: M/s Seven City Developers Pvt. Ltd. & Another

RESPONDENT: Sri Mavank Somani

CORAM: HON'BLE MR. JUSTICE (Retd.) MANOJIT BHUYAN, CHAIRPERSON

ORDER DATE: 21.06.2024

Appellant Representative: Mr. Nipu Patiri, Mr. Rakesh Sarmah, Mr. J. Borah, Mr. K.M. Kakoti

Respondent Representative: Mr. A.K. Sahewalla, Mr. D. Goswami, Mr. W. Sharma
Mr. P. Gogoi

Gist – Condition of Pre-Deposit is mandatory before an appeal is entertained is as per the law.

The appeal was filed by the promoter M/s Seven City Developers Pvt. Ltd., represented by its Director. The RERA directed the promoter to pay the respondent Rs. 10.57 Lakhs for the delay in handing over the flat. Additionally, a penalty of Rs. 1,00,000.00 was imposed on the promoter under section 59(1) of the Real Estate (Regulation and Development) Act, 2016 for failing to register the real estate project with RERA, as required under section 3 of the Act.

The promoter's appeal did not include the requisite pre-deposit of money with the Appellate Tribunal, a statutory requirement under section 43(5) of the Act. The law clearly stipulates that if a promoter challenges both a penalty and an order imposing liability for payment to an allottee, the promoter must deposit the total amount, including interest and compensation, before the appeal can be heard. In this case, both a penalty and interest were imposed.

Therefore, to comply with section 43(5) of the Act, the Tribunal ordered the appellant/promoter to deposit the requisite statutory amount before the appeal could be entertained or heard on its merits.

On the basis of calculations made by the tribunal, the total amount required to be deposited by the appellant/promoter is Rs. 10,87,000.00. This order for pre-deposit is in accordance with section 43(5) of the Act and supported by the Supreme Court's judgment in Newtech Promoters and Developers Pvt. Ltd. v. State of UP and others, which upheld the requirement for pre-deposit before entertaining an appeal by the Tribunal.

In another Supreme Court case, Union of India v. Rajat Infrastructure Pvt. Ltd., it was reaffirmed that the requirement for pre-deposit before entertaining an appeal, as mandated by section 18 of the SARFAESI Act, 2002, was lawful and binding.

In light of these precedents, the Tribunal made it clear that if the appellant wishes to pursue the appeal, they must first deposit Rs. 10,87,000.00 in the form of a Demand Draft drawn on a nationalized bank in favour of the Assam Real Estate Appellate Tribunal before the next hearing date.

HARYANA REAL ESTATE APPELLATE TRIBUNAL

APPELLANT: Splendor Land Base Ltd.

RESPONDENT: Shri Parasram Industries Pvt Ltd.

CORAM: Hon'ble Mr Rajan Gupta (Chairman)

Order date: 15.05.2024

Appellant Representative : Mr. Aman Arora, Advocate along with Mr. Prateek Singh, Advocate, Mr. Archit Rana, Advocate,

Respondent representative: Mr. Akshat Mittal, Advocate,

Gist – Tribunal did not allow any adjustments shown by promoter of any amount to eliminate the need for a pre-deposit under section 43(5) of the Act.

An appeal has been filed against the Gurugram Authority's order which set aside the cancellation of an allotted unit. The Authority directed the promoter to pay interest for the delay in possession until the grant of the occupation certificate, plus two additional months, within 90 days. Additionally, the respondent must issue a revised statement of accounts after adjusting the interest for the delayed period. The allottee must also pay interest at 10.60% if they default on timely installment payments.

Splendor Land Base Ltd., the appellant, claims that no pre-deposit is needed for the appeal because the order should be treated as a cross-decree, and adjustments shown in their calculation sheet should eliminate the need for a pre-deposit under Section 43(5) of the Act.

The allottee contends that a pre-deposit is mandatory under the Act, with no provisions for exemption or rebate for the promoter. The appellant argues against the necessity of a pre-deposit based on their calculation sheet and refers to Order 21 Rules 18 and 19 of the CPC for adjustment of cross claims.

The respondent rebuts the appellant's argument, citing a Supreme Court judgment in "M/s Newtech Promoters and Developers Pvt. Ltd. v. State of UP and others" which asserts that a pre-deposit is essential for appeals under the Act. The calculation by the appellant cannot justify a waiver of this requirement.

Tribunal heard contention of both the parties.

Section 43(5) of the Real Estate (Regulation and Development) Act, 2016 mandates that a promoter must deposit at least thirty percent of the penalty or the total amount due to

the allottee, including interest and compensation, with the Appellate Tribunal before their appeal can be entertained. This provision was challenged in Newtech Promoters and Developers Pvt. Ltd. v. State of UP and others, where the Supreme Court upheld its constitutionality.

The calculation sheet submitted by the appellant along with application is merely a document issued post decree. Calculations made therein by the promoter himself, which includes heads such as Fire Fighting Charges (FFC) per square feet, Common Area Maintenance (CAM) charges, Electricity Meter Charges, Building Insurance, IFMS etc. cannot be taken as gospel truth as same would depend upon final adjudication of the appeal.

The promoter's plea was dismissed as misconceived since the complaint originated from the allottee without any counter claim filed by the promoter. Rules under Order 21 of the CPC regarding cross decrees do not apply. The RERA Act mandates a pre-deposit for promoters' appeals. The calculation sheet submitted post-decree includes various charges pending final adjudication. Adjustments based on pre-existing deposits were not permitted. The promoter's request for waiver of the pre-deposit was denied. The allottee's appeal was accepted without additional pre-deposit requirements beyond the appeal fee.

APPELLANT: Mr. Pradeep Kumar Bhatia & Ms. Deepti Dua

RESPONDENT: M/s Orris Infrastructure Pvt. Ltd. & Harvana Real Estate Regulatory Authority

CORAM: JUSTICE RAJAN GUPTA, CHAIRPERSON

ORDER DATE: 28.05.2024

Complainant Representative: Mr. Pradeep Kumar Bhatia one of appellants in person along with Mr. Hemant Saini, Advocate, Ms. Neha Saini, Advocate,

Respondent Representative: Mr. Surjeet Bhadu, Advocate with Mr. Agam Bansal, Advocate for respondent No.1. Mr. Roshan Singh, Legal Executive, for respondent no. 2-Authority

Gist – The Act 2016 does not contemplate delegation of any judicial power to any other official except a member of the authority or the adjudicating officer. Mere ratification of order already passed by the subordinate officer is not sufficient.

The complainants (appellants) applied for a flat in the "Orris Aster Court" project and were allotted a unit. An 'Apartment Buyer Agreement' was signed, with a total sale price of Rs.38,43,750/-. The due date for possession was 15.05.2017, but the Occupation Certificate was only granted on 18.10.2018. Due to continuous delays, the appellants approached the Authority for possession and delayed possession charges. The respondent, M/s Orris Infrastructure Pvt. Ltd., contested the complaint. However, the Authority directed that the appellants be granted possession and delayed possession charges.

This order was passed by the Registrar-cum-Administrative Officer, who had been delegated powers by the Authority as per a resolution dated 16.07.2019, making the order equivalent to one passed by the Authority itself. As per terms of same, authority would be competent to ratify any decision taken by the said officer and thereafter the order would be treated as an order passed by the Authority itself.

The Tribunal passed an order, indicating that the Authority had relied on Section 81 of the Real Estate (Regulation and Development) Act, 2016, to delegate its powers.

The observations from the Newtech Promoters' case emphasize that the Real Estate (Regulation and Development) Act, 2016 does not allow delegation of judicial powers to anyone other than a member of the Authority or an Adjudicating Officer. Delegation of judicial authority is inconsistent with legal principles and jurisprudence. Simply ratifying an order passed by a subordinate officer indicates that the matter was not independently considered by the competent authority. All functions requiring judicial authority should be performed directly by the vested Authority. Any regulation contradicting this legal principle must be reassessed, as the RERA Act does not provide provisions enabling the ratification of orders passed by officers lacking jurisdiction.

The Administrative Officer's order, ratified on 31.01.2020, lacked independent consideration by the Authority. Consequently, the Tribunal allowed the appeal, set aside the challenged order, and remitted the case back to the Authority for a fresh decision within four months, with directions for the parties to appear before the Authority on 01.07.2024.

TAMIL NADU REAL ESTATE APPELLANT TRIBUNAL

APPELLANT: CDR Satish Chandrasekaran (Retd.) President, Bottineni Hillside Residential Township Owners Association

RESPONDENT: 1. Meena Narayanasamy

2. K. Narayanasamy

3. M/s. BSCPL Infrastructure Limited rep. by its Director,

Krishnaiah Bottineni

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

Mr. R. Padmanabhan, Judicial Member

ORDER DATE: 07.06.2024

Appellant Representative: Mr. N. Zahid Ahmed

Respondent Representative: Mr. Babu Rangasamy (R1 & R2), R3 - No appearance

Gist – The TNRERA order directing the promoter to provide basic amenities and ensuring the Association does not hinder water and sewerage connections to the allottees' villa was upheld, emphasizing the necessity of basic facilities for all residents.

An appeal under Section 44 of the Real Estate (Regulation and Development) Act, 2016, was filed to set aside the order dated January 4, 2024, in C.No.3 of 2022, passed by the learned Single Member, TNRERA, in Appeal No. 23 of 2024.

The case concerns respondents 1 and 2, who purchased Villa No. 1 in Block 64 of Phase-I of the Bollineni Hillside Residential Township from the 3rd respondent, the promoter. No issues were raised regarding payment or contractual obligations between the allottees and the promoter. **The dispute arose over an underground common water pipeline passing through the villa, which the allottees wanted to be removed,**

and providing water and sewerage facilities. This common pipeline runs in a straight line through several other villas.

The allottees demanded the pipeline's removal and the provision of basic amenities, which the promoter refused, leading to a delay in possession and lack of amenities. Consequently, the allottees filed a complaint with TNRERA, seeking early possession of the villa with the removal of the pipeline and the provision of water and sewerage facilities. **The promoter expressed willingness to hand over the villa but cited the impracticality of removing the pipeline. They also pointed out that the appellant Association opposed providing the required amenities to the allottees' villa. The promoter requested the Association be made a party to the complaint, which was subsequently done.**

The Association argued that the allottees had purchased the villa without due diligence and that removing the pipeline would inconvenience the other 1295 residents. They claimed they were an unnecessary party and that the complaint was flawed due to misjoinder of parties. **After hearing both sides, the learned Single Member directed the promoter to hand over the villa with all basic amenities and instructed the appellant Association not to hinder the provision of water and sewerage connections.** As the allottees had abandoned their request for pipeline removal, no relief was granted on that point. The Association filed the appeal, aggrieved by this order.

During the appeal hearing, it was noted that the villa lies within Phase-I of the project developed by the promoter, and the appellant Association is responsible for the welfare of allottees in Phase-I, including respondents 1 and 2. The Association maintained that the allottees should have exercised due diligence before purchasing the villa. The learned Single Member emphasized the necessity of basic amenities, which should be provided by the promoter. The promoter blamed the Association for obstructing these connections, justifying their involvement in the complaint.

It was established that the allottees had paid the sale consideration, including the costs for amenities, and thus, they are entitled to these basic facilities. The direction against the Association, ensuring they do not hinder the provision of these connections, was deemed appropriate. The appeal by the appellant Association lacked merit. **The order of the learned Single Member, ensuring the provision of necessary water and**

sewerage connections without obstruction from the Association, was upheld. Therefore, the appeal was dismissed, reinforcing the responsibility of the promoter and the Association to ensure the provision of basic amenities to all allottees within the project.

MAHARASHTRA REAL ESTATE APPELLATE TRIBUNAL

APPELLANT: Kamal Kishore Uniyal

RESPONDENT: Accord Builders

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

DR. K. SHIVAJI, MEMBER (A)

ORDER DATE: 23.04.2024

Appellant Representative: Mr. Avinash Pawar a/w Ms. Namrata Solanki

Respondent Representative: Ms. Namrata Powalkar

Gist– An appeal was filed against an order directing a developer to follow agreement terms and offer possession within 15 days. The appellant sought compensation for a shortfall in carpet area and disputed GST demands. The appellate authority dismissed the appeal, finding no merit in the claims.

The appeal arises from a complaint filed by the appellant, an allottee and complainant against the respondent, a developer constructing the "Meridia" project in Kuria, Mumbai. The appellant purchased a flat in this project and executed the agreement for sale.

The appellant's case before MahaRERA was multifaceted. Firstly, the appellant alleged significant delays in the delivery of possession of the flat, despite the project having received the Occupation Certificate. Secondly, the appellant claimed that the carpet area of the flat provided by the developer was substantially less than what was initially promised during the booking stage. Additionally, the appellant contested the demands made by the developer for further payments beyond what was stipulated in the agreement for sale, without providing proper receipts for these payments.

Moreover, the appellant accused the developer of fraudulent practices, including misrepresentation of the carpet area and fraudulent changes in the carpet area during the drafting of the agreement for sale. The complaint sought various reliefs, including directions to the developer for the prompt delivery of possession, compensation for the shortfall in the

carpet area, revocation of the project's registration for fraudulent practices, and the registration of the cooperative society under the provisions of the Act.

After hearing both parties, MahaRERA passed an order directing the developer to demand payments only as per the agreement for sale, after passing on GST input tax credit to the appellant and to issue receipts for the payments made by the appellant, demonstrating that these amounts have been paid to the appropriate government authorities. Further, mandating the developer to offer possession of the flat to the appellant within 15 days from the date of the order.

Aggrieved by the MahaRERA order, the appellant filed an appeal alleging that the relief provided by MahaRERA did not align with the reliefs sought in the complaint and accusing that MahaRERA did not follow the principles of natural justice, citing procedural irregularities during the hearing.

In response, the developer argued against the appeal, contending that the appellant's complaint was invalid because the respective wing of the "Meridia" project was not registered under the Act at the time of the complaint. The developer also argued that the appeal had become moot because the appellant had already taken possession of the flat, following the terms of the MahaRERA order. The developer's counsel emphasized that the appellant's acceptance of possession demonstrated their satisfaction with the flat and constituted acceptance of the MahaRERA order. The respondent further disputed the claims of a shortfall in the carpet area, asserting that the carpet area provided matched the terms stipulated in the agreement for sale and any additional areas were duly disclosed in the agreement. The developer's counsel also argued that the appellant had failed to raise any objections to the carpet area at the time of taking possession, thereby suggesting that the later claims were baseless and made with malafide intent.

After considering the pleadings, submissions, and material on record, the authority found that the agreement for sale clearly stipulated the carpet area as 50.29 sq. mtrs., which was signed and accepted by the appellant without protest during the possession, the appellate authority concluded that the appellant's acceptance of possession without protest invalidated their later claims of a shortfall in the carpet area. Additionally, the appellate authority found

no merit in the procedural irregularities alleged by the appellant, affirming that the principles of natural justice were followed during the proceedings.

Based on the findings, the appellate authority dismissed the appeal, affirming the decision of MahaRERA. The authority found that the appellant was not entitled to compensation for the alleged shortfall in the carpet area as per the terms of the registered agreement for sale. The appeal was dismissed with no order as to costs.

APPELLANT: M/s. Shree Sadguru & Deluxe JV

RESPONDENT: R. Javanti Rani & Anr

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

DR. K. SHIVAJI, MEMBER (A)

ORDER DATE: 08.05.2024

Appellant Representative: Mr. Jeet Gandhi

Respondent Representative: Mr. Sunil Kevalramani

Gist– The condonation of delay was not accepted by tribunal as the applicant was not able to provide satisfactory explanation to the court.

The applicant, a promoter, has filed this application seeking condonation for a delay of 380 days in filing an appeal. The appeal is against an order issued on 01.07.2022, which was a result of a complaint filed by the non-applicants under Sections 12, 13, and 18 of the RERA Act, 2016.

The complaint sought execution of a sale agreement, possession, interest, and compensation for mental agony. Dissatisfied with this order, the applicant's employees instructed an advocate to draft an appeal. **The applicant claims that their employee requested changes and authorized the advocate to proceed with filing the appeal. However, both employees left the firm without transferring their assignments to new employees, who were unaware of the appeal and did not execute the necessary documents.**

The applicant asserts that due to the sudden departure of the employees, proper handover did not occur, leading to the appeal being overlooked amidst the influx of litigations handled by the firm. The oversight was only discovered when a

warrant of attachment was received. The new employees then retrieved the records and handed them over to the advocate. The applicant further states that upon receiving the notice, they contacted the advocate, who was hospitalized due to illness and was discharged after some time. The applicant believed the appeal had been filed and awaited a hearing date, only realizing the oversight upon receiving the attachment warrant. They argue that there are sufficient and reasonable causes for the delay and that no prejudice would be caused to the non-applicants if the delay is condoned.

The non-applicants oppose the application, contending that the applicant has not established a prima facie case or sufficient cause for condoning the delay. They argue that the applicant approached the Tribunal with unclean hands and suppressed material facts, as evidenced by the email, which was sent to multiple recipients, including the legal department's common email ID. The non-applicants argue that the applicant had knowledge of the need to file an appeal but failed to act diligently. They also highlight the applicant's failure to provide detailed information about the employees who left and to produce supporting documents.

The non-applicants further argue that the applicant received multiple intimations from the learned Authority as per standard operating procedures and that the applicant's claim of learning about the proceedings only on 31.08.2023 is false. They note that the limitation period for filing the appeal expired on 30.08.2022, and the appeal was filed online on 04.10.2023. The non-applicants assert that the delay of 7 days due to the advocate's hospitalization is negligible compared to the overall delay of 399 days, which they attribute to the applicant's negligence and inactivity.

After hearing the arguments, the Tribunal finds that the applicant has not provided a satisfactory explanation for the delay. The application discloses that the advocate sent the draft appeal to the legal team on 12.08.2022, including a common email ID, indicating awareness among employees other than the two who left. The applicant failed to provide detailed information about the employees or produce supporting documents. The Tribunal also notes that the advocate regularly appeared in execution proceedings, contradicting the claim that the applicant learned about the matter only on 31.08.2023. The principles laid down by the Supreme Court in cases like *Esha Bhattacharjee vs.*

Managing Committee of Raghunathpur Academy emphasize the need for a bona fide explanation for delay, which the applicant failed to provide.

The Tribunal concludes that the applicant did not act diligently and remained inactive, resulting in an inordinate delay of 400 days. The explanation offered is deemed frivolous and insufficient to justify the delay. Consequently, the application for condonation of delay is dismissed, along with the pending miscellaneous application.

HIMACHAL PRADESH REAL ESTATE REGULATORY AUTHORITY

COMPLAINANT: Sh. Harish Kumar Sethi

RESPONDENT: 1) Sh. Harsh Tomar

2) Sh. Mohan Lal

CORAM: Dr SRIKANT BALDI , CHAIRPERSON &

B.C BADALIA , MEMBER

ORDER DATE: 17.05.2024

Complainant Representative: Sh. Harish Kumar

Respondent Representative: Sh. Harsh Tomar

Gist– A plot purchase lacked the promised road development due to alleged encroachment. The Authority ordered the promoter to register the project and complete the road construction within set deadlines, facing penalties under the RERD Act, 2016 if non-compliant.

The present complaint arises from the fact that Sh. Harish Sethi, purchased plot number 4 from Sh. Mohan Lal through the real estate agent Mr. Harsh Tomar, in Mauza Sharanu Tehsil and District Solan, H.P. The size of the plot purchased by the complainant was 4 biswa, equivalent to 168 square meters. The project comprised a total of seven plots.

The complainant alleged that the promoter failed to develop the road as promised. Therefore, the complainant prayed that the promoter be directed to develop and construct the road in the project as per the approved map from the Town and Country Planning (TCP) department.

In their reply, the respondents argued that the complaint is not maintainable, claiming that the complainant has approached the Authority with unclean hands, concealing material facts. They contended that the complainant has no locus standi to file and maintain the present complaint. The respondent, Sh. Mohan Lal, asserted that he obtained approval for the subdivision of the land from the Town and Country Planning Department, Solan. Subsequently, he surrendered a 5-meter-wide path, carved out as a separate tatima, and gifted it to the local body, Gram Panchayat Anji, with the mutation incorporated into the revenue record. Therefore, the path is now owned and possessed by Gram Panchayat Anji.

The respondents further claimed that they developed the road at the site before surrendering it to the local body, installing proper pucca points and iron angles. They stated that the plots and the road were demarcated by revenue officials. Additionally, they alleged that Sh. Pawan Kumar Negi, who bought an adjacent plot from Sh. Ram Lal, illegally encroached upon the existing road. The respondents filed a complaint regarding this illegal encroachment, and after an inquiry, it was found that Sh. Pawan Kumar Negi had indeed encroached upon the road. Notices were issued to stop the illegal construction, but Sh. Pawan Kumar Negi continued to build, allegedly in connivance with a local contractor. The respondents emphasized that the promoter had already developed the road and transferred it to the local body. Despite requests, Sh. Pawan Kumar Negi did not stop the illegal construction and continued to obstruct the road.

In the rejoinder, the complainant expressed dissatisfaction with the respondents' version, emphasizing the admitted fact that Sh. Pawan Kumar Negi had encroached 16 feet of the road. The complainant highlighted the absence of any demarcation report from a revenue agency in the respondents' reply, which could substantiate their claims. The complainant questioned why the respondents had failed to develop the road up to the plot despite the encroachment. It was also noted that the respondents had not developed the road beyond the encroached land, further obstructing access to the complainant's plot.

The complainant further argued that the respondents had not constructed the road leading to the plot, causing significant harassment. They pointed out the lack of revenue records substantiating the encroachment claims. Furthermore, they argued that even beyond the encroached area, the road had not been developed. They contended that no authority had

confirmed any encroachment affecting access to the plot. The complainant also disputed the respondents' claim that the road's width was 5 meters, asserting it was roughly 3 meters, which hindered the approval of construction plans.

The respondents reiterated that a 5-meter-wide road was developed and mutated in favor of the local authority, Gram Panchayat. They acknowledged the encroachment by Sh. Pawan Kumar Negi but claimed it hindered further road construction. They admitted that the road was only 6 feet wide due to the encroachment, preventing completion of the road leading to the complainant's plot. Despite their efforts, the encroachment obstructed proper access as per the sanctioned plan. They also mentioned filing a complaint with the local SDM regarding the encroachment.

The Authority in lieu of the case directed the promoter to get the project registered within a specified time frame. However, Sh. Mohan Lal has not complied. During the hearings, an application by Sh. Rajinder Sharma for project registration was received, but the TCP of HP, RERA confirmed it was unrelated to Sh. Mohan Lal's land.

The Authority reviewed the case records and arguments. It was undisputed that the complainant purchased a plot from Sh. Mohan Lal, and the path was to be 5 meters wide as per the approved plan. However, the path could not be constructed due to encroachment by Sh. Pawan Kumar Negi, a non-allottee neighbor. The Authority noted it could not direct actions against non-allottees but emphasized the promoter's duty to ensure proper road construction up to the complainant's plot as per the sanctioned plan.

Based on the above facts, the Authority issued the orders directing the promoter to apply for project registration within one month from the date of this order, failing which he will be liable for a penalty of Rs. 1 lakh under Section 59 read with Section 63 of the RERA Act, 2016. Also, to construct a proper path/road up to the complainant's plot, in accordance with the sanctioned plan, within three months from this order, failing which he will be liable for a penalty of Rs. 3 lakhs under Section 63 of the Act, 2016.

KARNATAKA REAL ESTATE REGULATORY AUTHORITY**COMPLAINANT: K Vimalkumar****RESPONDENT 1: ND Developers Pvt. Ltd. and N Srinivas Reddy****RESPONDENT 2: Sandeep S****RESPONDENT 3: N Srinivas Reddy****RESPONDENT 4: Jayalakshmi Reddy****CORAM: SHRI G.R. REDDY, HON'BLE MEMBER****ORDER DATE: 23.05.2024**

Gist – The complaint under Section 31 of the RERA Act involves delays in possession and interest relief. Despite full payment and a home loan, the complainant sought possession since the agreed date of handover. The Authority awarded interest for the delay period and directed the completion of pending works, with legal recourse available if the directive isn't fulfilled.

The complainant agreed to purchase Flat No. C-502 in the "ND Passion Elite" project by M/s ND Developers Pvt Ltd for Rs. 93,37,700. An agreement of sale was made on 15-02-2019, and the sale deed was executed on 05-03-2019. The complainant paid the full amount and took a home loan of Rs. 75,00,000 from Andhra Bank, with an EMI of Rs. 59,000. The respondent was supposed to hand over possession by 05-03-2019, but after more than 5 years, the project is still incomplete. Despite numerous attempts to contact the respondent and several visits to their office, the complainant received no response. The complainant seeks relief for interest on the delay period and possession with all the amenities.

After registration, the Authority issued notices. The complainant submitted all required documents, while respondent No. 1 did not participate. Respondents 2, 3, & 4 cited a High Court judgment directing them to provide amenities and possession. The Supreme Court in appeal No. 6750-57/2021, M/S Newtech Promoters vs The State Of Uttar Pradesh, clarified that under Section 18 of the RERA Act:

“Allottees have the right to seek a refund by withdrawing from the project. If opting for withdrawal, they are entitled to a refund with interest as prescribed. Alternatively, allottees can claim compensation under Sections 18(2) and 18(3) of the Act. If choosing not to withdraw and possession is delayed, the promoter must pay interest for every month of delay as per prescribed rates.”

This decision underscores the rights of allottees under RERA to seek remedies such as refund with interest or compensation for delays in possession of their property.

The Authority considered the materials related to the delay in handing over possession and found no legal impediment to granting the complainant's request. The complainant had paid Rs. 93,37,700 as sale consideration to the respondent.

The complainant claimed Rs. 48,43,473 as interest on the delay period from 05-03-2019 to 15-03-2024, supported by a memo of calculation. The respondents did not file their memo of calculation. After verifying the documentary evidence, including the sale deed, payment receipts, bank statements, and calculation memo, the Authority found the claim to be genuine.

In response to the complaint filed under Section 31 of the Real Estate (Regulation and Development) Act, 2016, against "ND Passion Elite" by M/s ND Developers Pvt Ltd., the Authority has allowed the complaint. The respondent is directed to pay Rs. 48,43,473/- as interest on delay period from 05-03-2019 to 15-03-2024 to the complainant within 60 days of the order. Interest beyond 15-03-2024 will also be paid accordingly.

Additionally, the respondent is ordered to complete all pending works in flat bearing No.C-502 as per the agreement, execute the sale deed, and hand over possession to the complainant promptly. The complainant has the right to take legal action for recovery if the respondent fails to comply with the order.

RAJASTHAN REAL ESTATE REGULATORY AUTHORITY

COMPLAINANT: (1) Ramawater Saini

(2) Santosh Devi Saini

RESPONDENT: M/s AKG Affordable Housing Private Limited

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

ORDER DATE: 09.05.2024

Complainant Representative: Mr. Aviral Goyal

Respondent Representative: Mr. Abhinav Shekhar

Gist – In the complaint under the RERA Act, respondent was found liable for delayed possession of a booked flat. Despite citing force majeure, the prolonged

delay lead to compensation for interest, damages for losses, and litigation costs, to be paid promptly.

In the case the complainants had booked a flat in the project "Pari Residency" project, under Chief Minister's Jan Awas Yojna. An agreement for sale was formalized on 26.12.2017, with possession expected by 31.03.2020. However, due to delays, the complainants filed Complaint No. 2022-5128 seeking a refund, which was partially granted by the Hon'ble RERA Authority on 31.05.2023.

The present complaint sought further compensation for financial losses, opportunity costs, and mental anguish due to the prolonged delay in possession despite substantial payments. The respondent acknowledged the delay but attributed it to force majeure events such as COVID-19, governmental policy changes, and financial constraints, which were supposedly resolved by funding from SWAMIH in April 2023, prompting renewed construction efforts.

The complainants argued that the delay forced them to withdraw from the project, causing financial strain with ongoing EMIs for non-acquired housing and additional costs for rented accommodation. They sought compensation reflecting the disparity between the interest rate awarded by RERA (10.70% p.a.) and their higher financial obligations (8.75% p.a. compounded monthly). Additionally, they claimed a refund for an insurance premium and litigation costs.

The respondent countered that the complainants' withdrawal from the project was voluntary and disputed the calculation of financial losses, arguing that the RERA-awarded interest rate already exceeded their borrowing costs. They contended that the project was now nearing completion and requested leniency in granting additional compensation.

After evaluating the submissions and evidence, the adjudicating officer found that the complainants had deposited 78% of the sale consideration but received no possession offer by the agreed date. The defense of force majeure and other justifications for the delay were deemed insufficient, particularly given the extended timeline of over three years beyond the agreed possession date.

Regarding compensation, the officer acknowledged the complainants' social and economic background, noting their reliance on affordable housing schemes for home ownership, which had been frustrated by the respondent's delays.

The decision awarded Interest Compensation at Simple interest at 1.5% p.a. on the deposited amount from each deposit date until payment, in addition to the 10.70% p.a. interest already awarded by RERA, Compensation for Deficiency in Service for loss of opportunity, mental anguish, and deficient services and Litigation Costs towards the complainants' legal expenses.

COMPLAINANT: Ashish Yadav

RESPONDENT: Cosmos Infra Engineering India Pvt. Ltd.

CORAM: Hon'ble Smt. Venu Gupta, Chairperson

ORDER DATE: 27.05.2024

Complainant Representative: Adv. Divyansh Jain Re-

spondent Representative: Adv. Unnati Vijay

Gist – The complainant sought a refund under section 31 of the Real Estate Regulation and Development Act, 2016 due to delayed possession. Despite project completion in 2019 and offers of possession, the complainant contested change of unit without consent. The authority directed possession acceptance with delay interest from 01.10.2018.

The complainant filed a complaint under section 31 of the Real Estate Regulation and Development Act, 2016 regarding the project 'Ashoka Cosmos Greens' with registration No. RAJ/P/2017/162. The complaint alleged that an allotment letter for flat No. 303 in Tower-A was issued to the complainant on 11.01.2014 for a total consideration of Rs. 38,68,400/-, against which Rs. 40,76,609/- (including tax) has been paid.

An agreement to sub-lease was executed on 04.10.2014, stating in Article 6(a)(i) that possession of the unit would be handed over within 42 months from the date of signing or commencement of construction, whichever was later, plus a grace period of 180 days.

The complainant sought a refund of the total amount with interest and litigation costs of Rs. 1.00 lakh. In response, the respondent stated that the complainant initially booked unit No. A-303, but the unit was changed to B-302 due to unforeseen circumstances, which the complainant did not object to.

Possession was to be handed over by 01.10.2018. The respondent's counsel argued that the project is far from completion, with no valid offer of possession and vague demands for payment being raised without obtaining a completion certificate. The project is classified as lapsed, and the complainant prayed for a refund

with interest. The respondent's counsel argued that the unit transfer was not objected to and that the unit was completed in 2019, though the completion certificate was obtained on 30.06.2021.

Offers of possession were made in 2019, 2020, and 2022, which the complainant accepted. The respondent requested that the complainant be directed to take possession of the unit.

The complainant rebutted that no consent was given for the unit change and that offers of possession were not received. The respondent countered that the complainant did not deny the offers or object to the transfer.

After hearing arguments and examining documents, it was noted that the completion certificate was obtained on 30.06.2021, and offers of possession were made subsequently. The completion certificate is pending on the Authority's web portal due to deficiencies.

While the complainant sought a refund, the project's completion negates this relief as it would adversely impact the project. Therefore, the complainant is directed to take possession of the unit. Due to project delays, the complainant is entitled to delay interest from the expected possession date, 01.10.2018, until the offer of possession on 18.05.2022, calculated at the rate prescribed in the Rajasthan Real Estate (Regulation & Development) Rules, 2017, SBI highest MCLR + 2%, i.e., 10.85%, excluding the moratorium period.

COMPLAINANT: (1) Dinkar Bhalla

(2) Pradeep Singh Chadha

(3) Sunny Deep Vij

RESPONDENT: Cosmos Infra Engineering India Pvt. Ltd.

CORAM: Hon'ble Smt. Veenu Gupta, Chairperson

ORDER DATE: 29.05.2024

Complainant Representative: Adv Abhilasha Sharma & Adv. Divyansh Jain

Respondent Representative: Adv. Unnati Vijay

Gist – Respondent has to make payment of Pre-EMI if this clause exists in subvention agreement.

The complainants filed a complaint under section 31 of the Real Estate Regulation and Development Act, 2016 regarding the project 'Ashoka Cosmos Greens'. In the given

case, the complainants were allotted flat in the project. Further, an Agreement to Sub-Lease was executed between the parties, under article 6(a)(i) of the Agreement to Sub-Lease it was stated that the developer shall propose to hand over possession of the said unit within 42 months from the date of signing the agreement or commencement of construction, whichever is later, with a grace period of 180 days. Additionally, a subvention agreement was executed between the parties. And thereby the complainants prayed for a refund along with interest.

In response, the respondent contended that the complainants have paid Rs. 30,82,978/- to date, leaving Rs. 7,29,296/- as the outstanding dues. Despite several notices and reminders, the complainants defaulted in payment of the installment and other charges. Subject to clearance of such dues, the complainants would be entitled to take possession of the unit. The respondent prayed for the dismissal of the complaint with heavy costs.

The complainants filed a rejoinder stating that the project is categorized as lapsed. The completion certificate has neither been approved nor has an extension been sought. The subvention agreement stipulates that in case of delay in handing over possession, the respondent will pay the pre-EMI to the complainants. However, the respondent failed to make the payment despite several reminders. Instead of paying the EMIs, the respondent made unwarranted demands by offering invalid possession without obtaining the completion certificate for Tower-B. The complainants requested possession of the flat after paying the requisite considerations on various occasions through emails, oral, and written communications, but the respondent failed to comply.

Counsel for the respondent argued that the consideration amount does not include electrical and other charges. The completion certificate was obtained from the empanelled architect. The delays were attributed to demonetization, GST, and COVID-19. There is no proof of EMI payment by the complainants. Hence, the respondent prayed that the complainants be directed to take possession of the unit, and no interest should be awarded for the COVID period.

The complainants rebutted, stating that the completion certificate obtained by the respondent was objectionable.

After hearing arguments and examining documents, it was observed that the agreement was executed on 14.10.2015, and the date of possession, including a grace period of 180 days, was 13.10.2019. The completion certificate has been applied on the web portal of the Authority but is pending due to certain

deficiencies. Although the complainants sought a refund, since the project is completed, any order for a refund would adversely impact the project's overall progress. It was also observed that the respondent was to make the pre-EMI payments as per clause 7 of the subvention agreement. However, the pre-EMIs were paid by the complainants, and necessary documents were furnished.

Noting the contentions made by both the parties the directions were given ordering the complainants to take possession of the unit and pay the remaining amount towards the total consideration of the unit. Since there has been an inordinate delay, interest for delayed period is granted at the rate prescribed in the Rajasthan Real Estate (Regulation & Development) Rules, 2017 for the amount deposited until the offer of possession is made. Further, the respondent is directed to pay the pre-EMI amount until the actual date of handing over possession and the amount already paid towards pre-EMI and the amount to be paid by the complainants may be adjusted against the pre-EMI amount to be paid to the complainants by the respondent.

PUNJAB REAL ESTATE REGULATORY AUTHORITY

COMPLAINANT: 1. Ashok Kumar,

2. Ms. Jasvinder Kumar wife of Shri Ashok Kumar,

RESPONDENT: M/s Omaxe Chandigarh Extension Developments Pvt. Ltd

CORAM: Shri Malwinder Singh Jaggi, IAS

ORDER DATE: 03.06.2024

Complainant Representative: Shri Saarib Aggarwal, Advocate for the complainant

Respondent Representative: Shri Arjun Sharma, Advocate for the respondent

Gist –Alleged violations include changes in project plans and rights under Section 18 of the Act. Respondent raised objections citing a grace period and force majeure due to COVID-19, referencing an arbitration clause. Interest granted by authority.

Complaint filed under Section 31 of the Real Estate (Regulation and Development) Act, 2016. Complainants seek directions for the respondent to hand over possession of residential apartment No. TLC/EMERALD-C/ELEVENTH/1103 in the project "THE LAKE" after obtaining Occupancy and Completion Certificate. Complainants also seek payment of interest for the period of delay in handing over possession.

Complainants paid Rs. 5.00 lakhs on 01.11.2014 towards booking the apartment. Total sale consideration for the unit was Rs. 93,11,550/-. Allotment letter issued on 21.03.2015, with possession promised within 42 months, i.e., by 21.09.2018. Complainants have paid Rs. 76,30,207.94 and availed a bank loan from State Bank of India. Possession has not been handed over, and the project is far from completion. Alleged violation of rights under the Act and changes in project plans (absence of advertised water body/lake). Alleged violation of Section 18 of the Act, making the respondent liable to pay interest for the delay.

In response to the complaint, the respondent raised objections, arguing that the reliefs sought are misconceived. They cited Clause 40(a) of the allotment letter, which includes a 6-month grace period, extending the possession date to 21.03.2019, and further to 03.05.2020 due to exclusions. They invoked the force majeure clause due to a COVID-19 advisory to extend project timelines. The respondent claimed the complainants' untimely payments entitled them to a reasonable extension and asserted possession was due by 21.03.2019, not 21.09.2018. They disputed the amount paid by the complainants and referred to an arbitration clause for dispute resolution, highlighting significant expenditures and requesting dismissal of the complaint.

The respondent raised preliminary objections, citing Clause 40(a) of the allotment letter with a 6-month grace period, extending possession to 21.03.2019 (later extended to 03.05.2020 due to exclusions). They invoked a COVID-19 advisory for force majeure, claimed late payments by complainants, and asserted possession was due by 21.03.2019, not 21.09.2018. They disputed the amount paid and referenced an arbitration clause, seeking dismissal of the complaint.

The complainants, in their rejoinder, reiterated their claims and contested the respondent's assertions, citing a precedent case where similar reliefs were granted. They argued that possession should have been delivered by 21.09.2018 and claimed entitlement to interest under Section 18(1) of the Act due to the delay.

The respondent's counsel acknowledged the delay and conceded that the complainants are entitled to interest. They emphasized the possession date was 21.03.2019, not 21.09.2018, as per the allotment letter. The respondent disputed the amount paid and argued against interest on the GST component.

The Authority found in favor of the complainants, directing the respondent to pay interest from 22.03.2019 at 10.85% per annum on Rs. 76,30,207.94 until possession is offered, with the complainants required to settle any outstanding amount before taking possession.

PART-III**NOTIFICATION & CIRCULARS****MAHARASHTRA REAL ESTATE REGULATORY AUTHORITY****Dated: 08.05.2024****Subject: Regulation for Retirement Homes in the State of Maharashtra**

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

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

And whereas, the Authority has notified the Maharashtra Real Estate Regulatory Authority (General) Regulations, 2017 (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 promoters, real estate agents and allottees from time to time as it may consider necessary.

And whereas, the 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 7(1) of the Act empowers the Authority on receipt of a complaint or suo moto or on the recommendation of the competent authority to revoke the registration granted under Section 5 of the Act after being satisfied that -

- (a)
- (b)
- (c) the promoter is involved in any kind of unfair practice or irregularities.

And whereas, the explanation provided under Section 7(1)(c) of the Act defines the word "unfair practice" to mean a practice which, for the purposes of promoting the sale or development of any real estate project any unfair method or unfair or deceptive practice is adopted including any of the following practices, namely:-

(A) the practice of making any statement, whether in writing or by visible representation which, —

- (i) falsely represents that the services are of a particular standard or grade;
- (ii) represents that the promoter has approval or affiliation which such promoter does not have;
- (iii) makes a false or misleading representation concerning the services;

(B) the promoter permits the publication of any advertisement or prospectus whether in any newspaper or otherwise of services that are not intended to be offered;

And whereas, under Section 12 of the Act, the promoters are obliged to ensure the veracity of the advertisement and prospectus of the real estate projects.

And whereas, MahaRERA has received feedback that many promoters are wrongly advertising real estate projects by terming such projects as "Retirement Homes", thereby misleading potential allottees.

And whereas, many of these real estate projects lack transparency and accountability and do not adhere to the minimum physical standards and specifications needed for residential purposes of Senior Citizens.

And whereas, Ministry of Housing and Urban Affairs, Government of India (MoHUA) has issued Model Guidelines for Development and Regulation of Retirement Homes in India. In these guidelines, MoHUA has specified as follows "given the specific nature of the promoters and allottees of Retirement Homes, States/ UTs may enunciate some of the special provisions, which are required to be covered under 'Agreement of Sale' and other relevant documents."

In view of the above, it is deemed essential to establish minimum physical criteria that every project must meet to be eligible for advertising as a "Retirement Home/or any

other Equivalent". These minimum physical criteria have been taken from Model Guidelines for Development and Regulation of Retirement Homes in India, as issued by MoHUA.

Accordingly, MahaRERA had prepared a draft Order and had invited suggestions/ views from all stakeholders with effect from 02.02.2024 to 29.02.2024.

After considering all the suggestion/views received from stakeholders the following MahaRERA Order is being issued:

With effect from the date of coming into force of this MahaRERA Order, every promoter is required to ensure the fulfillment of the following minimum physical specifications in their real estate projects before advertising them as "Retirement Home/or any other Equivalent":

A. Building Design

- i. All buildings of more than one floor must be provided with lifts that are suitably equipped to accommodate users requiring assistance and using wheelchairs and similar equipment/ mobility tools.
- ii. All the internal and external design of building spaces should consider the free movement of wheelchairs.
- iii. Door openings (between jambs) should not be less than 900 mm in width.
- iv. Preferably sliding windows should be used.
- v. Easy to grip door knobs and lever types handles of large size to be used. All Door knobs / Levers should have smooth edges
- vi. Ergonomic design of furniture specific to the requirements of senior citizens.
- vii. Furniture should be lightweight, sturdy and without sharp edges

B. Green Building Principles

- (i) In order to minimise the exposure of senior citizens to the fumes and exhaust arising from combustion of fossil fuels, it is desirable that there should be maximum (near -total) use of non-polluting and renewable energy sources in retirement homes.
- (ii) The norms defined in chapter 10 and 14 of model building bylaws 2016 should be complied with fully.

C. Lifts and Ramps

- (i) All lifts must have audio and visual signage and signalling systems and to accommodate users requiring assistance and using wheelchairs and similar equipment/mobility tools.
- (ii) At least one of the Lifts to each apartment, should be big enough to accommodate stretcher and paramedic staff together.
- (iii) Mandatory ramps to be incorporated into throughout the building to provide for wheelchair access

D. Staircase

- (i) Provision of clear width not less than 1500 mm.
- (ii) Handrails should be fitted on both sides of stair flights.
- (iii) Treads and risers should be as per the standards prescribed in the harmonised guidelines applicable to senior citizens
- (iv) Avoid long flights of steps; in no case with more than 12 treads in a single flight.
- (v) Projecting nosing and open stairs should not be provided to minimise the risk of stumbling. Spiral stairs should be prohibited.
- (vi) Illuminated / fluorescent / radium strips should be installed on all stairs to act as guides, especially in low light and night time conditions.
- (vii) Specification of lighting and ventilation of staircases as per NBC.
- (viii) Handrails should be extended 12 inch at top and bottom of the staircase and ramps. Ends of handrails should be rounded.

E. Corridors

- i) Steps should not be introduced into corridors. If change in level is unavoidable, then ramp may be provided.
- ii) Where there is difference in the floor level, the steps must be distinguished with contrasting strips on the edges.
- iii) It is essential to provide handrails along the walls on either side of the corridor, at suitable heights above the floor level.

F. Kitchen

- (i) The design of kitchen shall be as per NBC with natural lighting and ventilation.
- (ii) Mandatory 'gas leak detection systems' shall be installed in all kitchen and rooms with attached kitchen.

G. Bathrooms

- i) Wash basins, Shower Area and Toilets should be provided with provision of grab rails.
- ii) Toilet paper roll dispensers should be able to withstand heavy loads.
- iii) Bathrooms must have anti skid tiles.
- iv) Bathrooms shall be provided with outward opening doors so bathrooms can be accessed in an emergency when the senior citizen is inside the bathroom.

H. Lighting and Ventilation

- (i) Power Back up facilities to be provided in each apartment of retirement home and with mandatory connection in bathroom and kitchen
- (ii) The lighting and ventilation **for all buildings and components to be in compliance to MBBL and NBC.**
- (ii) Advocate lightings in the common areas including corridors, lobby

I. Safety and Security

- (i) **Incorporate alarm** system in the premises, especially with separate switches in main entry doors, bathroom, bedroom and common areas.
- (ii) Emergency alarm and lights controls at bedside and bathrooms near toilet seat & Shower Area.
- (iii) Appropriate safety measures in all electrical equipment
- (iv) Properly trained and skilled security personnel at all required locations to be deployed. Security guard(s) shall be deployed at ground floor at each entry and exit gate(s) with access to intercom facilities and basic telephone facilities.
- (v) Security personnel(s) to restrict trespasser in society, entry passes for all visitors including service providers to be issued.
- (vi) CCTV cameras to be installed on each floor of the premises near lift area and in all the common areas, lobbies/reception, all the gates, parks, etc. Surveillance of these CCTV footage to be monitored on regular basis by the security personnel(s).
- (vii) Emergency fire-fighting services, disaster preparedness for evacuation to be provided.
- (viii) Emergency and important contact numbers should be provide to all residents and displayed in all common areas i.e. outside lifts.

This Order shall come into force with immediate effect.

Order No- 56/2024

Date- 27/06/2024

Subject- Maintenance and Operation of Bank Accounts of Registered Projects.

Reference-

- 1) Section 4(2)(1)(D) of The Real Estate (Regulation and Development) Act, 2016.
- 2) 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.(Rule 5, model agreement for sale)
- 3) Maharashtra Real Estate Regulatory Authority (General) Regulations 2017. (As amended up to date)
- 4) MahaRERA Circular bearing No. 07/2017 dated 4 Jul 2017. (Clarification on CA Certificates)
- 5) MahaRERA Circular bearing No. 5/2017 dated 28 Jun 2017. (Clarification on Operating Designated Bank Account)
- 6) MahaRERA Circular bearing No. 12/2017 dated 4 Dec 2017. (Landowner/Investor having area/revenue share in Real Estate Project to be treated as Promoter (Landowner/investor)
- 7) MahaRERA order no. 26/2021 dated 29 Oct 2021. (Report From CERSAI)
- 8) MahaRERA Circular bearing No. 39/2021 dated 28 Dec 2021. (Submission of certificates to the schedule bank operating the separate account and copies thereof to MahaRERA Authority)
- 9) MahaRERA Circular bearing No. 39A/2021 dated 17 March 2022. (Submission of certificates to the schedule bank operating the separate account and copies thereof to MahaRERA Authority)
- 10) MahaRERA order no. 34/2022 dated 27 Jul 2022. (Declaration about separate Bank account for real estate projects)
- 11) MahaRERA Circular bearing No. 43/2023 dated 20 Feb 2023. (For change/ transfer of the separate designated bank account from one schedule bank / branch to another)

1. Short Title and Commencement:

- a) This order may be called the 'MahaRERA directions for Maintenance and Operation of separate bank account for MahaRERA registered projects,2024' and shall come into effect from Date- 1 July 2024.
- b) These directions shall be in continuation with previous Circulars and Orders in relation to the maintenance and operations of separate bank account for MahaRERA registered project.
- c) The object of these direction is to establish mechanism for operation and maintenance of separate bank account for MahaRERA registered project and to safeguard consumer interests, ensure compliance, promote transparency, accountability, and financial discipline, as well as to have uniformity in the operation and maintenance of bank accounts of the project and standardize legitimate utilization of funds deposited in the separate bank account.

2. Definitions-

- i. "project land" means any parcel or parcels of land on which the project is developed, constructed, and completed by a promoter.
- ii. "No Lien Account" means bank account without any third-party rights or security interests.
- iii. "RERA Designated Collection Bank Account" means an account to be maintained by the promoter for receiving all the collections from the allottees from time to time as mentioned in the agreement for sale including parking, amenity and any other charges excluding all other taxes and statutory duties.
- iv. "RERA Designated Separate Bank Account" means the separate bank account wherein seventy percent of the amounts received in "RERA Designated Collection Bank Account", shall be deposited. Deposited amount in this account shall solely be utilised to cover the cost of construction and the land Cost as prescribed in the Rule 5 of the Rules.
- v. "RERA Designated Transaction Bank Account" Means an account of the project to be maintained by the promoter for transferring up to 30% of the total collections received in the "RERA Designated collection Bank account" of the project.
- vi. "RERA Designated Master Account" means the account of the project to be maintained by the promoter for receiving all collections from the allottees, where multiple promoters have revenue share.

vii. "Promoter"- The promoter and all such entities declared as promoter in registration shall have the same meaning as prescribed in Section 2 (zk) of the Real Estate (Regulation and Development) Act, 2016.

Provided further that for a registered project which has multiple promoters, one of the promoter, under necessary contractual or legal arrangement or Joint declaration shall be responsible for registering the project under MahaRERA and shall also be responsible for updating all the data as prescribed in the Act, Rules and Regulations. For the purpose of convenience, such promoter who is responsible for registering project and all other compliances shall be called "Designated Promoter" for the purpose of this circular.

viii. Words or expressions used in this order and not defined herein but defined in the Act or Rules or Regulations shall bear the same meanings respectively assigned to them in the Act, Rules and Regulations;

3. Opening of RERA Project Bank Accounts

The promoter shall open following three bank accounts in a single scheduled bank before applying for the project-

- A. RERA Designated Collection Bank Account of the Project
- B. RERA Designated Separate Bank Account of the Project
- C. RERA Designated Transaction Bank Account of the Project

This direction shall be applicable on projects registered after Date- 1 July 2024. The promoter is obligated to furnish the details of project bank accounts at the time of registration.

These accounts will be opened solely/jointly as mentioned in the registration form. In case of multiple promoters, necessary contractual or legal arrangements should be made by the Designated Promoter and disclose it on MahaRERA portal.

4. Opening of RERA Project bank accounts for promoters other than designated promoter who are entitled for Area Share.

Each of the Promoter entity, as per registration with MahaRERA, who are entitled for area share as per their mutual agreement, should open following three bank accounts in a single scheduled bank before applying for the project-

- A. RERA Designated Collection Bank Account of the Project
- B. RERA Designated Separate Bank Account of the Project
- C. RERA Designated Transaction Bank Account of the Project

All promoters, for depositing the sale proceeds realized from the allottees for their area share shall

follow the procedure as specified in MahaRERA Circular No. 12/2017 dated 04/12/2017.

5. Opening of RERA Project bank accounts for promoters who are entitled for Revenue Share.

Only where there are multiple promoter with revenue share, the designated promoter shall open a "RERA Designated Master Account" where money from homebuyers will be collected, and through the auto-switch facility, the money will be transferred to the "RERA Designated collection bank accounts" of each promoter as per their share as mentioned in the contractual or legal arrangements of promoters.

Nomenclature- Name of the Master account shall contain name of the promoter and name of the project prescribed in the following manner:

"Name of Promoter" + RERA Designated Master Account for + "Project Name"
Example-

Name of Promoter - "ABC Ltd.", Name of Project- "XYZ"

Account name- "ABC Ltd. RERA Designated Master Account for XYZ"

The entire amount accepted from the allottees should be deposited in this account excluding indirect taxes (GST, taxes, vat stamp duty registration charges etc) and Pass-Through Charges (if any). The designated promoter shall submit declaration incorporating standing advice given to the bank for auto-sweep transfer facility to

transfer the amount deposited in this account to the "RERA Designated collection bank accounts" of each promoter as per their share as mentioned in the contractual or legal arrangements of promoters and shall be disclosed at time of registration of the Project with MahaRERA.

The bank where the "RERA Designated Master Bank Account of the Project" is opened shall ensure that no debits or withdrawals are permitted by means of cheque, debit card, credit card, Internet banking facility, or any other payment methods (e.g., Demand Draft (DD), bank guarantees, etc.) or any means of instruments, except through an auto sweep facility to transfer the amount deposited in this account to the "RERA Designated collection bank accounts" of each promoter as per their share as mentioned in the contractual or legal arrangements of promoters.

Subsequently, the procedure for maintenance and operation of bank accounts by each of the Promoter will be the same as mentioned in clause 3 herein above.

The designated promoter shall furnish the particulars of "RERA Designated Master Bank Account" in the allotment letter and agreement for sale with the existing & prospective homebuyers.

6. Nomenclature, Maintenance, and operations of three bank accounts mentioned in clause 3 herein above.

A) RERA Designated Collection Bank Account of the Project

The promoter shall open and maintain the "RERA Designated Collection Bank Account of the Project" in a scheduled bank for each registered project separately.

Nomenclature- Name of the collection account shall contain name of the promoter and name of the project prescribed in the following manner:

"Name of Promoter" + RERA Designated Collection Account for + "Project Name"
Example-

Name of Promoter - "ABC Ltd.", Name of Project- "XYZ"

Account name- "ABC Ltd. RERA Designated Collection Account for XZY"

The entire amount accepted from the allottees should be deposited in this account excluding indirect taxes (GST, taxes, vat stamp duty registration charges etc) and Pass-Through Charges (if any). The promoter shall submit declaration in the Format -A incorporating standing advice given to the bank for auto-sweep transfer facility of not less than seventy (70%) percent of the amount collected from allottees in this account to the 'RERA Designated Separate Bank Account of the Project' and not more than thirty (30%) percent of the collected amount to the 'RERA Designated Transaction Bank Account of the project'.

Note-New Format- A will be attached with subsequent order.

The bank where the ' RERA Designated Collection Bank Account of the Project' is opened shall ensure that no debits or withdrawals are permitted by means of cheque, debit card, credit card, internet banking facility, or any other payment methods (e.g., Demand Draft (DD), bank guarantees, etc.) or any means of instruments, except through an auto sweep facility transferring a minimum of seventy (70%) percent of the amount collected from allottees to the ' RERA Designated Separate Bank Account of the Project' and a maximum of thirty (30%) percent of the collected amount to the RERA Designated Transaction Bank Account of the project'.

The Promoter shall furnish/ publish particulars of the 'RERA Designated Collection Bank Account of the project' in the Allotment letter and agreement for sale with the existing/ prospective homebuyers for the purpose of receiving payments towards their unit in the registered project.

For Revenue Share-

Only where there are multiple promoters with revenue share, the designated promoter shall furnish the particulars of "RERA Designated Master Bank Account" in the allotment letter and agreement for sale with the existing & prospective homebuyers. From "RERA Designated Master Bank Account" money will be transferred to "RERA Designated collection bank account" of each promoter as per their share as mentioned in the contractual or legal arrangements of promoters.

B) RERA Designated Separate Bank Account of the project-

The promoter shall open and maintain 'RERA Designated Separate Bank Account of the project' in the same bank for each registered project separately wherein seventy percent of the amount received in 'RERA Designated Collection Bank Account of the project' from the allottees shall be transferred through auto sweep facility.

Nomenclature- Name of the Separate account shall contain name of the promoter and name of the project prescribed in the following manner:

"Name of Promoter (Account holder)" + RERA Designated Separate Account for + "Project Name"

Example- Name of Promoter - "ABC Ltd.", Name of Project- "XYZ"

Account name- "ABC Ltd. RERA Designated Separate Account for XZY"

Deposits/Withdrawals-

The amounts realised for the real estate project by the allottees, from time to time received in 'RERA Designated Collection Bank Account of the project' shall be deposited through auto-sweep transfer facility in a 'RERA Designated Separate Bank Account of the project' to cover the cost of construction and the land cost and shall be used for that purpose only.

All the secured and unsecured loan amounts to finance the project may be deposited in the 'RERA Designated Separate Bank Account' or any other bank account. However, the loan can be serviced from this account subject to certification of the same by the CA.

This account shall be free from all encumbrances and should not be escrow account and free from LIEN, loans, and third-party control i.e lender/ bank/ financial institution and cannot be attached by any other government authority/body unless any direction given by MahaRERA.

The amounts from the separate account shall be withdrawn by the promoter only after submission of Form 1 (Architect Certificate), Form 2 (Engineer Certificate) and Form 3 (CA Certificate) to the Bank and should be uploaded on MahaRERA portal as prescribed in the Regulations and MahaRERA Circular No. 39A/2021 dated 28 Dec 2021.

Where there are multiple promoters, the percentage of withdrawal of the amount, as certified by the Chartered Accountant (CA) of the designated promoter, and applicable to the separate bank account of the designated promoter, shall also be applicable to the separate bank accounts of all promoters.

The excess monies lying in the "RERA Designated Separate Bank Account" can be put in fixed deposits with the bank operating all three RERA Designated Bank Accounts and which has to be a no lien Fixed Deposit and no loan can be obtained against or on such Fixed Deposit nor any charge can be created on such Fixed Deposit as prescribed in MahaRERA Circular bearing No. 07/2017 dated 4 Jul 2017.

The promoter shall withdraw the amounts from the separate account as prescribed in MahaRERA Circular No. 07/2017 dated 4 Jul 2017 (Clarification on CA Certificate).

The money deposited in this account can be utilized only for meeting following expenditures incurred on the project;

- i. **Land Cost-** As laid down in Rule 5 of the Rules and in clause 1 of Form 3 prescribed under the Regulations as well as the explanation/ clarification points elaborated under MahaRERA Circular bearing No. 07/2017 dated 4 Jul 2017 regarding the subject "Clarification on CA Certificates".
- ii. **Development Cost/ Cost of Construction-** As laid down in Rule 5 of the Rules and in clause 1 (ii) of Form-3 prescribed under the Regulations as well as the explanation/clarification points elaborated under MahaRERA Circular bearing No. 07/2017 issued on 4 Jul 2017 regarding the subject "Clarification on CA Certificates".
- iii. **Interest for loan-** Any loan taken for the project, may be serviced from the "RERA Designated Separate Bank Account" as prescribed in clause 1 (ii) (e) of the Form-3 prescribed under the Regulations.

A. Refunds to the allottees-

Cancellation amount(s), if any, to be paid by the Promoter to the Allottees on cancellation of booking / allotment of the Apartment, should be treated as cost incurred for the project and the same can be withdrawn from the "RERA Designated Separate Bank Account", to the maximum extent of 70% of the amount to be paid to the

Allottee on cancellation of the booking/ allotment, since only 70% of the amounts realized from the Allottee have been deposited in the "RERA Designated Separate Bank Account" as prescribed in MahaRERA Circular bearing No. 07/2017 dated 4 Jul 2017.

Only where there are multiple promoters with revenue share, Cancellation amount(s), if any, to be paid by the promoters to the Allottees on cancellation of booking / allotment of the Apartment, should be treated as cost incurred for the project and the same can be withdrawn from the "RERA Designated Separate Bank Account" of each promoter as per their share as mentioned in the contractual or legal arrangements of promoters, to the extent the amount from such cancelled unit was deposited into the "RERA Designated Separate Bank Account" and to the maximum extent of 70% of the amount to be paid to the Allottee on cancellation of the booking/ allotment.

C) RERA Designated Transaction Bank Account of the project-

The promoter shall open and maintain the "RERA Designated Transaction Bank Account of the Project" in a scheduled bank for each registered project separately.

Nomenclature- Name of the Transaction account shall contain name of the promoter and name of the project formatted in the following manner:

"Name of Promoter (Account holder)" + RERA Designated Transaction Account for + "Project Name"

Example-

Name of Promoter - "ABC Ltd.", Name of Project- "XYZ"

Collection Account name- "ABC Ltd. RERA Designated Transaction Account for XYZ"

Deposits/Withdrawals-

Only upto thirty Percent (30%) of the amounts realised for the real estate project from the allottees, from time to time received in 'RERA Designated Collection Bank account of the project' shall be deposited in 'RERA Designated Transaction Account of the project'.

This account can be utilized for meeting expenses other than those directly related to the land cost and construction/development cost of the project, in accordance with the provisions laid out in the Act, the Rules, and the Regulations.

Withdrawal-

Cancellation amounts beyond what has been paid from the "RERA Designated Separate Bank Account" will be eligible for payment from the "RERA Designated Transaction Account" minimum upto 30% of the total amount paid by the allottee.

ii. Interest/compensation to the allottee- The interest/ compensation paid by the Promoter to the Allottees should not be treated as cost incurred for the project and hence the entire sum required to be paid as interest/ compensation to the Allottee cannot be withdrawn from the "RERA Designated Separate Bank Account" hence same can be withdrawn from "RERA Designated Transaction Account". This will be substituted in the concerned para in MahaRERA Circular bearing No. 07/2017 dated 4 Jul 2017.

iii. The penalty imposed by MahaRERA to be paid by the promoter should not be treated as cost incurred for the project hence cannot be withdrawn from "RERA Designated Separate Bank Account" hence may be withdrawn from the "RERA Designated Transaction account of the project".

7. Reporting to Authority-

1) All certificates issued by CA shall contain UDIN issued separately for each certificate.

2) The promoter shall submit following disclosure for existing/ proposed Secured/ unsecured finance availed for the project by mortgaging land or Building/ flat or both and serve the loan interest from 'RERA Designated Separate Bank Account'

1. Name of the Lender
2. Address of the lender or lender branch
3. Date of borrowing/ Disbursement

4. Sanctioned Amount
 5. Disbursed Amount
 6. Outstanding Amount
 7. Details of Mortgage (If any)
 8. Declaration of CA certifying that loan amount is used for this project only.
- 3) CERSAI Report for secured loans (if any) as prescribed in the MahaRERA order no. 26/2021 dated on 29 Oct 2021.

8. Changing the bank accounts of the project-

The transfer/change of project Accounts from scheduled Bank/branch to another shall be permitted only with prior written approval of the authority.

Promoter shall submit documents as prescribed in the MahaRERA Circular bearing No. 43/2023 dated 20 Feb 2023 in the correction application module on their respective login, at the time of proposed change/ transfer of the bank accounts from one schedule bank/ branch to another. Declaration-cum Undertaking prescribed in 'Annexure-A' under MahaRERA Circular bearing No. 43/2023 dated 20 Feb 2023 shall be in new format & will be published along with the subsequent order.

Declaration about RERA project bank accounts prescribed in 'Format-A' under the MahaRERA Order No. 34/2022 dated 27 Jul 2022 shall be substituted in in new format & will be published along with the subsequent order.

After submission of all requisite documents as mentioned in the MahaRERA circular 43 dated 20 Feb 2023 and MahaRERA order 34/2022 dated 27 Jul 2022 the approval will be granted.

Note- new format of 'Fora at-K and 'Annexure-A' in new format & will be attached along with the subsequent order.

9. Closure of separate bank accounts of the project

On completion of project and grant of Full occupancy certificate, The Promoter shall upload following documents-

I. Occupancy Certificate/Completion Certificate obtained from competent authority. II. Form-4, Architect Certificate of completion as prescribed under the Regulations.

On submission of Form 4, the technical officer shall verify the completeness and correctness of Form 4 and the occupation certificate, and the bank accounts shall be closed.

10. Obligations of the Banks-

Banks shall be obliged to follow the provisions of opening, operating, and closing of all three RERA Designated project bank accounts as per MahaRERA directions for Maintenance and Operation of separate bank account for MahaRERA registered project, 2024 issued hereunder. As per the direction for any project all three designated Bank account shall be opened in same bank and in case of multiple promoters three accounts for each promoter having area share and in case of multiple promoters with revenue share three accounts for each promoter with additional "RERA Designated Master Bank Account" should also be opened, operated, and closed by the same bank.

The bank where the 'RERA Designated Master Bank Account' of the Project is opened shall ensure that no debits or withdrawals are permitted by means of cheque, debit card, credit card, internet banking facility, or any other payment methods (e.g., Demand Draft (DD), bank guarantees, etc.) or any means of instruments, except through an auto sweep facility to transfer the amount deposited in 'RERA Designated Master Bank Account' account to the "RERA Designated collection bank accounts" of each promoter as per their share as mentioned in the contractual or legal arrangements of promoters.

Project' and 'RERA Designated Transaction Bank Account of Project' for all projects registered on or after Date-1 July 2024.

Banks shall follow strictly the nomenclature prescribed in these directions for the bank accounts.

Banks shall be obliged to take a written standing advice from Promoters at the time of opening of the three accounts for auto-transfer of funds deposited in the 'RERA Designated Collection Bank Account of the Project' in a proportion of seventy (70) percent to 'RERA Designated Separate Account of the Project' and thirty (30) percent to ' RERA Designated Transaction Account of Project' and standing advice for auto-sweep transfer facility to transfer the amount deposited in "RERA Designated Master Account" to the "RERA Designated collection bank accounts" of each promoter as per their share as mentioned in the contractual or legal arrangements of promoters.

Banks shall ensure that the "RERA Designated collection bank account" and "RERA Designated separate bank account" of the project shall be free from all encumbrances and should not be an escrow account and free from lien, loans, and third-party control i.e lender/ bank/ financial institution. These two accounts cannot be attached by any other government authority/body without the order of MahaRERA. This is applicable to "RERA Designated Master Bank Account" for multiple promoters with revenue share.

Banks shall ensure that cheque book, debit card and/ or net banking facility and any means of instrument for withdrawal of funds from 'Collection Account of the Project' which are prohibited under the provisions of these directions, is not provided by the banks. This is applicable to "RERA Designated Master Bank Account" for multiple promoters with revenue share.

Banks shall issue two copies of the letter in the format provided in 'Format-B' upon opening of the accounts. One copy of the letter to be given to The Promoter and The Promoter shall upload the letter on his web portal which is visible to MahaRERA.

Note: 'Format-B' will be attached along with subsequent Order.

Banks shall suspend withdrawals transfers from all the accounts of the Project upon lapse of registration. However the bank account shall remain operational only in the event where RERA has granted extension to the registration.

In the eventuality of any orders of the Authority for freezing/ de-freezing of any of the project accounts, the banks shall immediately comply with such orders and shall accordingly freeze/ de-freeze the concerned account(s).

Non-compliance of these directions by the Promoter in any manner will be punishable under section 60 and 63 of the RERA Act.

ODISHA REAL ESTATE REGULATORY AUTHORITY**Order No. 3482/ORERA****Dated: 15.05.2024****DIRECTION U/S 37 OF REAL ESTATE (R&D) ACT, 2016**

(Non-receipt of hard copies of QPRs)

Whereas the promoters of real estate projects registered under ORERA are required to submit QPR u/s 11 (1)(e) of RE (R&D) Act, 2016 and Rule 15 (1) (d) of Odisha RE(R&D) Rules, 2017 within 15 days from expiry of each quarter and this has been elaborated by the Authority through its Direction u/s 37 vide no. 3699 dtd. 05.11.2021. Through this direction, the promoters have been instructed to open a webpage and submit details of the progress of construction of their real estate projects every quarter in online mode within 15 days of expiry of the quarter.

Whereas, most of the promoters are complying with the above said direction of the Authority, it has come to notice that a few promoters are continuing the practice of submitting hard copies of the QPRs (Offline mode).

Now the Authority has decided in-principle, not to accept henceforth any copy of QPRs submitted in offline mode. These shall have to be uploaded in the website through online mode only.

TELANGANA REAL ESTATE REGULATORY AUTHORITY**No. No.629/TG RERA/2024****Dated: 20.05.2024****CIRCULAR**

1. As per the section 11(1) (b) to (e) of the Real Estate (Regulation and Development) Act, 2016, read with Rule 14(1) (c) of the Telangana Real Estate (Regulation and Development) Rules, 2017, it is the duty of the promoter to submit the quarterly progress reports to TG RERA authority within 15 days from the end of each quarter.
2. It is noticed that some of the promoters are not submitting the quarterly progress reports and some are submitting after the stipulated period provided under the RE

(R&D) Rules, 2017. As per the Act, if any promoter contravenes the provisions of the Act will be liable to pay the penalty up to 5% of the estimated cost of the project as per section 61 of the RE (R & D) Act, 2016.

3. In view of the above, all the promoters are hereby informed to submit their pending quarterly progress reports by end of June, 2024, failing which the Authority will be constrained to impose penalty under section 61 of the RE (R&D) Act, 2016 without any further notice.

KERALA REAL ESTATE REGULATORY AUTHORITY

Order No. K-RERA/TI 110212024

Dated: 05.06.2024

Subject: Post Registration Compliance for K-RERA Registered Projects under Real Estate (Regulation and Development Act, 2016, Kerala Real Estate (Regulation and Development) Rules 2018 and Kerala Real Estate Regulatory Authority (General) Regulations, 2020 - Orders issued

1. The responsibilities of the Kerala Real Estate Regulatory Authority (K-REnA) include monitoring real estate projects and ensuring that registered projects adhere to legal and regulatory requirements. After a project is registered, promoters must follow several post-registration requirements to ensure the project progresses as promised and to protect buyers' interests.

2. With four years of experience in monitoring registered projects and adjudicating complaint cases filed under Section 31 of the Act, 2016, the Authority observes that many promoters are not fully complying with post registration requirements. Based on these observations, the Authority has concluded that a comprehensive set of directions are required to ensure compliance. Therefore, in exercise of powers conferred upon the Authority 2 under Section 37 of the Act read with Section 34, the Authority hereby issue the following set of directions for post-registration compliance. These directives will serve as a comprehensive guideline for promoters and aims to minimize disputes between promoters and allottees. The overall goal is to enhance transparency, accountability, and trust within the real estate sector of the state of Kerala.

1) Allotment Letter

As required under Section 11(3) of the Act, 2016 the promoter shall issue an allotment letter, clearly indicating the booking amount, at the time of booking. A model allotment letter shall be issued shortly by the Authority.

2) Quarterly Progress Reporting (QPR)

- a) As per Section 11(1) of the Act 2016, promoters must upload the quarterly progress of registered projects on the K-RERA web portal within seven days of the end of each quarter. The Authority has observed that some promoters are not timely uploading the Quarterly Progress Reports (QPR) on the web portal, which has resulted in the imposition of penalties. The Authority takes this non-compliance seriously and will impose strict penalties for any failure to comply.
- b) Stagewise photographs, indicating the stage of the completion shall be uploaded as part of QPR in space provided for it.
- c) Promoters are not required to upload the QPR once the Form No. 6 is uploaded on the K-RERA web portal.
- d) As per Rule 17(4), the promoter is solely responsible for the authenticity and accuracy of the details and documents submitted and uploaded to the website. The promoter must ensure these details are correct at all times.

3) Advertisement

- a) According to Section 11(2) of the 2016 Act, all advertisements materials in print and electronic and social media shall contain the RERA registration number of the project and K-RERA web address (rera.kerala.gov.in). A QR code of the registered projects shall appear in such advertisements. Any information disseminated through advertisements must be consistent with the details provided in the K RERA website and agreement for sale.
- b) The promoter shall upload any advertisements materials including brochures and prospectus (including those on social media) to the project's webpage on the web portal of K-RERA as soon as the advertisement is released (Rule 17(1) (b)(1)).

4) Financial Compliance

- a) The Promoter is required to open two accounts in a Scheduled Bank for each project, one account as a collection account to deposit all the amount collected from the allottee for the project and another account as a designated account to transfer the seventy percent of the amount collected. These funds can only be used for construction and land related costs, ensuring that the money is used for its intended purpose.
- b) Withdrawals from the designated account must be based on the certification issued by the Architect, Engineer, and Chartered Accountant using Form No.2, Form No.3, and Form No.4, respectively, so as to ensure that the withdrawal is proportional to the percentage of completion of the project. These forms must be uploaded to the project's

webpage immediately after the withdrawal, as required by Section 4(2X1XD) and Regulation 5(3), and the promoter shall not wait for the end of the quarter.

c) The Authority has been receiving request to change their designated bank account after the project registration. Such requests will be considered after verifying the bank statement of the old designated account and evaluating the reasons provided by the promoter for the change.

5) Annual Report on Statement of Accounts (Form 5)

As per Section 4(2)(1XD) of the Act, 2076, an annual report on statement of accounts of the project in Form No. 5, from a Chartered Accountant, must be uploaded on the web portal by 31 October of each year until the project is completed and Form No. 6 is uploaded. This statement must confirm that the funds collected for the project have been used solely for that project and that withdrawals have been made in proportion to the percentage of project completion. This form has been made available for public view in the website and is an important element of transparency and trust. Promoters shall adhere strictly to this mandate.

6) Agreement for Sale (Section 13 Read with Rule 10-Annexure A)

a) The promoter shall not receive more than 1 % of the total value of the unit without entering into an agreement for sale in Annexure A, Rule 10 of the Rules, and registering the same. In some cases, the Authority has noted that these requirements have not been complied fully. viz: not registering the agreement, not following the prescribed format, changing the terms of the agreement, adding clauses contravening the provisions of the Act. 5

b) The total price of the apartment/villa/plot based on the carpet area, along with a detailed breakup, shall be mentioned in the clause 1.2 of the agreement for sale. This price includes cost of the apartment, cost of other amenities, cost of common area, maintenance cost till handing over to the association of allottees, and including the taxes to be paid by the promoter. However, in case of any additional changes in tax rate shall be governed by (ii) of the explanation in clause 1.2 of the AOS. Charges for electrification, parking, water distribution, solid waste collection, any other common amenities are all included in the total price of the unit. Any fees to be paid by the allottee like electricity connection fee, water connection charges, stamp duty etc. to the government shall be borne by the allottee.

c) Any additional terms and conditions mutually agreed upon, which are not inconsistent with the Act, rules or regulation, shall be clearly stated after Clause 33 of the agreement for sale as 34 onwards.

d) The Authority notes that there exists a practice of collecting "Corpus fund" from the

allottees in advance and to be handed over to the Association of Allottees once the project is complete. In case such a collection is made from the allottee, it shall be clearly mentioned after clause 33 of the prescribed agreement for sale. Such corpus fund shall be collected only just before the execution of sale deed of the unit and the amount so collected shall be handed over to the registered Association of Allottees at the time of handing over of the completed project to them.

7) Formation of Association of Allottees

- a) As per Section 11(4)(e) of the Act, 2016, promoters shall facilitate the formation of an Association of Allottees within three months of the majority of apartments or units having booked. Allottees are legally obliged to participate towards the formation of the Association of Allottees (Section 19(9)). The Authority observes that in some projects, allottees are hesitant to form the Allottee association, instead they want to form owners' association or residents' association after the unit is handed over to them. This argument is not legally tenable.
- b) The Authority hereby direct the promoters to issue a legally drafted letter to allottees after one-third of the booking is over, citing Section 11(a)(e). The letter shall be in the form of invitation letter for meeting of the allottees for the formation of Association of Allottees. In order to facilitate the formation of the association, the promoter shall enclose model bylaws for the association. Promoter himself or a Senior representative shall attend the meeting and explain the need and modality of formation of the association.

8) Project Completion and Handing over

- a) On receipt of occupancy certificate, after completion of the project in all respects as promised to the allottees and as per the agreement for sale, the promoter shall upload a declaration in Form 6 on the web page of the project. Once these documents are uploaded, the project is considered complete. 7
- b) The promoter shall ensure that receipts are provided upon handing over the individual units to allottees.
- c) Also, within 3 months of receipt of occupancy certificate, the promoter shall hand over the common amenities to the registered Association of Allottees and shall obtain a receipt for the same. They shall handover the originals of all documents relating to the project including deed of the project land, sanctioned plans, occupancy certificate, NOC's, licenses, annual maintenance contract documents, electrification plans, fire fighting plan, plumbing plans, consent to operate etc. The original deed of the project land may be retained by the promoter if any units remain unsold at the time of handing over to the association. The original deed shall be handed over to the association once all the units are sold.

RAJASTHAN REAL ESTATE REGULATORY AUTHORITY

Order No. F1 (31) RJ/RERA/2019/687

Dated: 07.06.2024

Subject: Submission of architectural drawings and opening of three RERA accounts

OFFICE ORDER

In pursuance of the decisions taken in 18th Meeting of the Authority held on 07.06.2024, for the following directions are hereby issued for compliance by all concerned.

1. Architectural Drawings: As per Regulation 3(2)(b), promoter has to submit architectural drawings while applying for Completion Certificate in Post Registration module. It is clarified that these architectural drawings which are for all floors, stilt floor workings, typical floor working plan, terrace floor, 3-D views if any, elevation & section details, staircase/balcony railing details, finishing, painting for are to be sealed and signed by an architect who is registered with the Council of Architecture.

2. RERA Accounts: Three separate accounts will be opened by the Promoter, as per Regulation 11 under the head "maintenance of the separate project account" with the banks in the following manners:

- (i) Promoter's name - Project's name Collection Account.
- (ii) Promoter's name - Project's name Retention Account
- (iii) Promoter's name - Project name - Promoter's Account.

This bears the approval of the Hon'ble Chairperson.

PART-IV
RERA NEWS

The Economics Times

Dated: 06.05.2024

Aggrieved home buyer: Should you file a case in RERA or civil court, which works better for you?

The Real Estate Regulatory Authority (RERA) Act in India empowers homebuyers to address grievances related to property transactions through specialized forums. These forums, mandated for projects meeting specific criteria, offer a streamlined process for complaints such as delays in possession, payment issues, and contractual breaches. RERA courts, equipped with powers akin to civil courts, ensure timely adjudication and resolution of disputes within 60 days, providing a faster alternative to traditional legal avenues.

Choosing between RERA and civil courts depends on the nature of the dispute. While RERA offers advantages like ease of filing, cost-effectiveness, and specialized expertise in real estate matters, civil courts retain jurisdiction for issues beyond RERA's scope. Homebuyers must assess their specific grievances and legal options to determine the most suitable path for seeking redressal, ensuring clarity and effectiveness in resolving real estate-related disputes in India.

ET REALITY

Dated: 08.05.2024

UPRERA - No Restriction On Registration Of Allocations For Full Projects Of Ansal API's Lucknow Township

The Uttar Pradesh Real Estate Regulatory Authority (UPRERA) has issued a recent clarification regarding its directive dated 26th June 2023 concerning Ansal API Ltd.'s Sushant Golf City High-Tech Township project in Lucknow. Completion certificates issued before RERA implementation allow registration of allocations without restriction for specific projects like Santushti Enclave 1, Paradise Crystal, and Celebrity Garden. Promoters are authorized to execute registered sale deeds for these projects U.P. RERA Chairman Sanjay Bhushreddi emphasized this protects allottees' interests. Ongoing investigations prompt directives for supplementary responses and

affidavits from the promoter. U.P. RERA oversees fund management ensuring payments are disbursed based on recovery certificates.

LIVE LAW

Date: 12.05.2024

MAHA REAT – The Carpet Area Specified In The Agreement Of Sale Shall Supersede Over Any Other Documents.

The Maharashtra Real Estate Appellate Tribunal, comprising Justice Shriram R. Jagtap and Dr. K. Shivaji, recently ruled on a case involving discrepancies in the carpet area of a property purchased by a homebuyer in the Meridia project. Despite claims of a smaller carpet area than promised, the Tribunal upheld the agreement for sale's specified area of 50.29 sq. mtrs. as authoritative and binding. They dismissed the homebuyer's appeal seeking compensation for the alleged deficit, citing that the agreement's clauses superseded earlier documents like the challan and draft agreement. The Tribunal noted the homebuyer's failure to dispute the carpet area at possession or later and affirmed the builder's compliance with the agreement terms regarding additional payments and GST.

ECONOMIC TIMES

Dated: 21.05.2024

Six actions homebuyers can take if their house is stuck in a delayed real estate project

The actions homebuyers stuck in delayed or stalled real estate projects can take:

1. File a complaint with RERA: Homebuyers can request interest on delayed possession or a full refund of money paid along with interest through the Real Estate (Regulation and Development) Authority.
2. Go to consumer courts: If possession is delayed for over a year, complaints can be filed with the District Commission (up to Rs. 20 lakh), State Commission (Rs. 20 lakh to Rs. 1 crore), or National Consumer Disputes Redressal Commission (over Rs. 1 crore).
3. Approach the NCLT: Homebuyers can petition the National Company Law Tribunal for insolvency proceedings, seeking relief in case of delayed

possession, with decisions made based on the Committee of Creditors' resolution.

4. File a complaint with the CCI: Although less common now due to RERA, complaints to the Competition Commission of India can be considered, especially after precedent-setting orders like those against DLF.
5. SWAMIH Fund assistance: The SWAMIH Scheme offers last-mile funding for stalled projects, but strict conditions limit its availability, with fewer than 100 projects qualifying for assistance since its inception.
6. Take legal action: Initiating legal proceedings, including filing FIRs and cases with authorities like the Economic Offences Wing and Enforcement Directorate, can exert pressure on developers for resolution.

These steps provide avenues for homebuyers to address financial losses, seek redressal, and exert legal pressure in cases of delayed or stalled real estate projects

TIMES OF INDIA

Dated: 10.06.2024

OCs are now mandatory for issuing letters of possession, says UP-Rera

UP-Rera has mandated that developers must obtain occupancy certificates (OCs) before issuing possession letters to homebuyers, which has drawn objections from both buyers and realtors. Buyers fear bearing the consequences of disputes between builders and authorities, while developers argue this will delay flat handovers due to ongoing legal issues. Possession letters must be issued within two months of receiving the OC/CC and a copy provided to allottees. The rule changes the previous requirement of four NOCs and a seven-day waiting period, extending it to a 30-day wait for OCs/CCs.

Real estate bodies like Credai argue this will negatively impact buyers, especially those waiting for possession in stalled projects. Homebuyers also express concerns, highlighting that the new rule complicates situations where projects are delayed due to outstanding dues. Additionally, Rera has prohibited developers from including demand notices in possession letters, providing a model letter format on their website to avoid confusion.

MONEY CONTROL**Date: 14.06.2024****Developers can't charge homebuyers interest on unpaid dues if project is delayed: NCDRC**

The National Consumer Disputes Redressal Commission (NCDRC) has ruled that real estate developers cannot charge homebuyers interest on unpaid dues if a project is delayed beyond the agreed handover date. This decision, upheld on June 3, followed a case where Gurudarshan Singh booked a flat in Faridabad's The Pranayam, which faced significant delays with completion in 2013 despite a 2011 handover date. Despite Supreme Court directives, various state real estate regulators have previously ordered homebuyers to pay interest, but a recent Supreme Court decision overturned such rulings.

BUSINESS STANDARD**Date: 23.05.2024****MahaRERA suspends registration of over 20,000 real estate agents**

The Maharashtra Real Estate Regulatory Authority (MahaRERA) has suspended the registration of around 20,000 real estate agents for a year due to their failure to obtain the MahaRERA Real Estate Agent Certificate of Competency. This affects over 42% of all registered agents in Maharashtra. Since 2017, 47,000 agents have registered with MahaRERA. Agents must complete training and upload their certificates within a year to restore their licenses; otherwise, their registration will be permanently canceled.

Ajay Mehta, MahaRERA chairman, emphasized the mandatory nature of this certification since January 2023 and warned developers against engaging with unqualified agents. MahaRERA also announced a de-registration process for agents wishing to exit the system, requiring them to apply to the Director (Registration) via email. Complaints against agents undergoing deregistration will still be addressed by MahaRERA.

FINANCIAL EXPRESS**Date: 11.06.2024**

CREDAI-NCR stresses Deemed Approval clause to accelerate real estate deliveries

CREDAI-NCR and leading developers emphasize the significance of the deemed approval clause for Occupation Certificates (OC) and Completion Certificates (CC) to ensure timely project completions, transparency, and buyer confidence in real estate. Following UP RERA's mandate requiring promoters to obtain an OC/CC before offering possession letters, this regulation allows automatic approval if requests are not responded to within a specified timeframe. This prevents delays, reduces financial strain, and maintains project timelines.

Manoj Gaur, President of CREDAI-NCR, highlights the importance of understanding and adhering to this clause. Salil Kumar of CRC Group and Yash Miglani of Migsun Group underscore the clause's role in promoting efficiency and trust in the market. The deemed approval clause is pivotal in fostering a reliable and efficient real estate development process, benefiting both developers and homebuyers.

INDIAN EXPRESS

Date: 18.06.2024

Will only accept written submissions from home buyers to avoid tweaks in complaints: UP RERA

The Uttar Pradesh Real Estate Regulatory Authority (UP RERA) will now only accept written submissions from complainants to avoid delays caused by changes in the sought relief after the final order. This decision aims to eliminate confusion and streamline the disposal of complaints. Sanjay Bhoosreddy, Chairman of UP RERA, emphasized the importance of this change for strengthening the judicial process and ensuring satisfactory final orders.

UP RERA has created a standard format for written submissions, requiring complainants to provide detailed property information, agreements, payments, complaints, and requested relief. This format aims to bring clarity to the relief sought by complainants. The Authority also plans to introduce a similar format for promoters. Under section 31 of the Real Estate (Regulation and Development) Act, 2016, both buyers and promoters can file complaints with UP RERA.



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