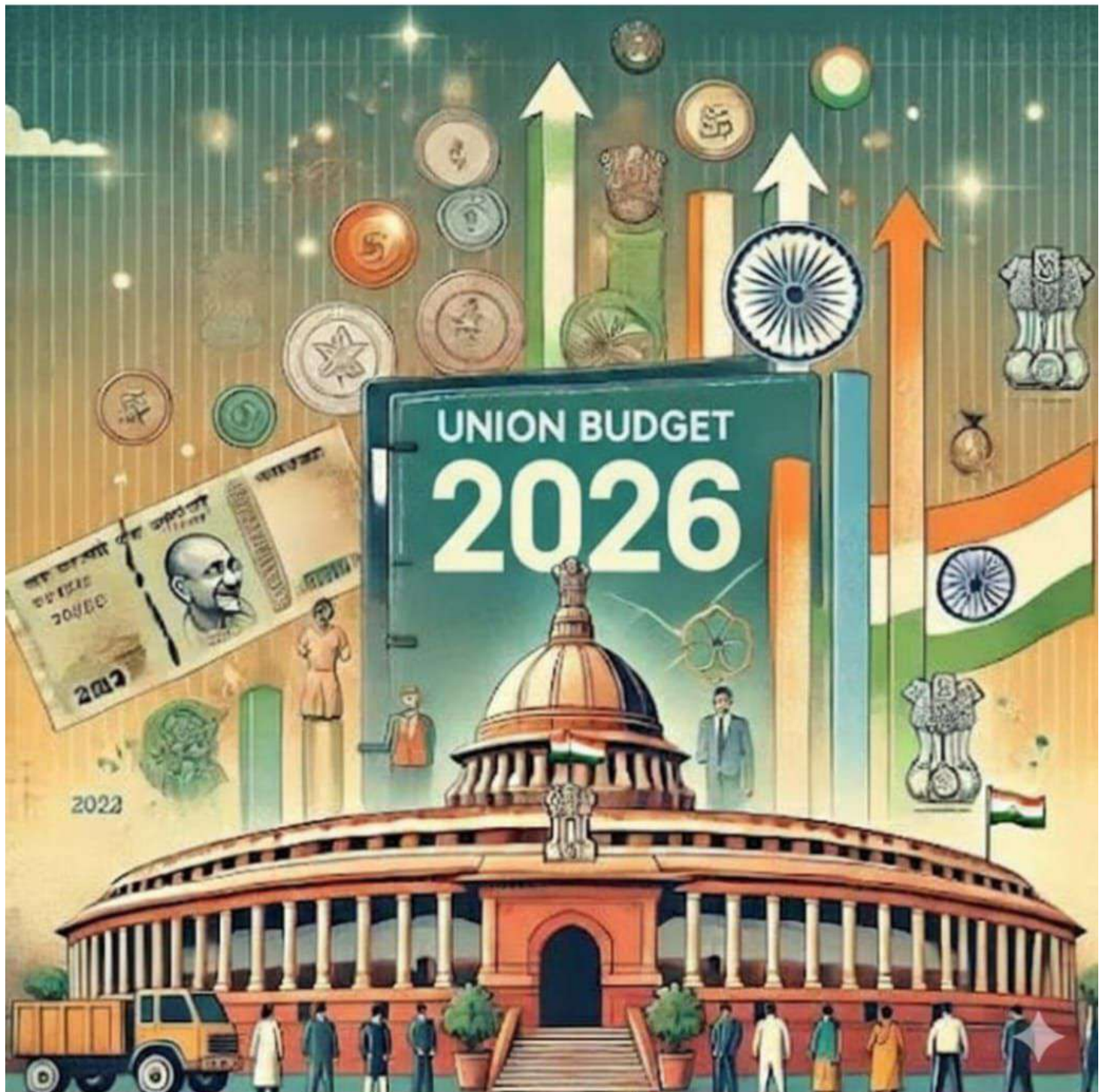


RERA TIMES

REAL ESTATE (REGULATION AND DEVELOPMENT) ACT 2016



VOLUME 9 PART VI Oct-Dec 2025

FCA SANJAY GHIYA
CCA, DISA

FCA ASHISH GHIYA
CS, LLB

“For Private Circulation”

RERA TIMES

REAL ESTATE

(REGULATION AND DEVELOPMENT) ACT, 2016

(A Journal on Real Estate Bye Laws)

EDITORIAL TEAM:

CA ASHISH GHIYA (L.L.B, C.S)

CA SHUBHAM GUPTA

CA RAUNAK KHANDELWAL

Assisted By: Vaidika Chaparwal

Piyush Nandani

Bhavya Garg

Vanshika Chelani

Email Id: ghiyaandco@yahoo.co.in

Address: E-68, Ghiya Hospital Complex,

Sector12, Malviya Nagar,

Jaipur, Raj- 302017



TABLE OF CONTENTS

PART – I

REPORTING OF CASE LAWS.....1

PART – II

NOTIFICATION & CIRCULARS.....52

PART –III

RERA NEWS.....68

Disclaimer:

While every effort has been taken to avoid errors or omissions in this publication. Any mistake or omission that may have crept is not intentional. It is suggested that to avoid any doubt the reader should cross check all the facts, law and contents of the publication with original Government publication or notification or any other concerned original document. It is notified that neither the publisher nor the author or seller will be responsible for any damage or action to anyone, of any kind in any manner, thereon.

FROM THE EDITOR'S DESK...



Dear Readers,

The editorial team of RERA Times is pleased to present the November–December 2025 edition at a time when India's real estate sector is witnessing steady maturity under the framework of regulatory discipline, transparency, and informed compliance. As RERA continues to evolve across states, this edition aims to bring clarity on regulatory developments, judicial interpretations, and practical insights that assist stakeholders in aligning statutory intent with real-world implementation.

India's broader economic environment remains encouraging, supported by stable macroeconomic indicators and sustained GDP growth. This improving economic stability has reinforced investor confidence across sectors, including real estate, infrastructure, and allied industries. The continued focus on fiscal prudence and structural reforms provides a strong foundation for long-term growth and regulatory certainty.

On the global front, a landmark development in India–US relations marked a significant shift in international trade dynamics. Following high-level discussions between the leadership of both nations, the United States announced a substantial reduction in tariffs on Indian exports. This move is expected to enhance India's competitiveness in key sectors, strengthen bilateral trade flows, and deepen strategic economic cooperation in an increasingly interconnected global economy.

Closer to home, the spirit of unity and tradition was reflected in the nationwide celebrations of Makar Sankranti, Pongal, and Lohri. Observed across regions under different names, these harvest festivals symbolise gratitude, prosperity, and new beginnings. Rooted in agricultural traditions and seasonal transitions, they reinforce values of togetherness, sustainability, and respect for nature—principles that remain relevant in contemporary times.

National pride was further amplified with the grand celebration of Army Day 2026 in Jaipur. For the first time, the historic Army Day parade was held on city streets, offering citizens a direct glimpse of the Indian Army's discipline, technological advancement, and operational readiness. The event strengthened the bond between civilians and the armed forces while honouring the courage and sacrifices of the nation's soldiers.

Republic Day 2026 was celebrated across India with patriotic fervour, commemorating the adoption of the Constitution and reaffirming the country's democratic foundations. The ceremonial parade at Kartavya Path, along with state-level celebrations, showcased India's military strength, cultural diversity, and commitment to constitutional values such as justice, equality, and the rule of law.

India's recent Free Trade Agreement (FTA) with the European Union marks a major milestone in its global trade strategy. Concluded after prolonged negotiations, the

agreement seeks to liberalise trade and investment by reducing tariffs across a significant share of goods and services while strengthening regulatory cooperation. The pact is expected to enhance export opportunities for key Indian sectors such as textiles, engineering goods, chemicals, leather, and jewellery. Beyond trade volumes, the FTA reinforces India's integration into global supply chains and deepens its long-term strategic economic partnership with the EU.

The Union Budget 2026–27, presented on 1 February 2026, outlined a strategic growth roadmap focused on infrastructure, fiscal discipline and inclusive development. Public capital expenditure was raised to ₹12.2 lakh crore to accelerate connectivity and city growth, while the fiscal deficit was targeted at 4.3% of GDP, signalling continued consolidation. Key measures included infrastructure-oriented schemes such as seven new high-speed rail corridors and expanded national waterways, strong support for manufacturing and MSMEs, and tax and compliance reforms to simplify business processes. Customs duty adjustments aimed to boost exports and vital sectors, while social, healthcare, and technology initiatives received targeted attention, aligning fiscal policy with the broader vision of Viksit Bharat 2047.

As we bring this edition to a close, we reiterate our commitment to fostering informed dialogue, regulatory clarity, and ethical practices within the real estate sector. We sincerely thank our readers for their continued trust and engagement. We wish everyone good health, renewed motivation, and sustained professional growth as we collectively work towards a transparent, accountable, and resilient real estate ecosystem aligned with the nation's broader development goals.

With Regards

CA Sanjay Ghiya

Contact No. 9351555671

E-mail: ghiyaandco@yahoo.co.in

Place: - Jaipur

Date: 07/02/2026

FROM THE CO EDITOR'S DESK...



Dear Readers,

We extend a warm welcome to our readers as we present this edition at a time when India's economic fundamentals continue to reflect resilience and steady advancement. Sustained GDP growth, improving fiscal stability, and renewed investor confidence underscore the impact of structural reforms and disciplined governance. This positive economic momentum is fostering a stable environment for long-term development across sectors, including real estate, and reinforcing confidence among stakeholders in India's journey towards a strong and future-ready economy.

The World Forum of Accountants (WOFA 2.0), held from January 30 to February 1, 2026 at the India Expo Centre & Mart, Greater Noida, marked a landmark moment for the global accountancy and finance profession. Organised by the Institute of Chartered Accountants of India (ICAI), the forum brought together over 10,000 delegates from more than 40 countries under the theme "Nation Building to Global Collaboration: Strengthening Trust, Enabling Growth." With more than 50 expert-led sessions, the event addressed critical issues including ethics, digital transformation, sustainability, and next-generation skills in finance and governance, reaffirming the profession's vital role in promoting transparency, economic growth, and cross-border collaboration.

The Reserve Bank of India has announced regulatory relaxations for certain non-banking financial companies (NBFCs) to enhance operational flexibility. NBFCs that do not accept public funds, have no customer interface, and have assets below ₹1,000 crore are proposed to be exempted from mandatory registration. Additionally, the RBI plans to relax branch expansion norms by removing the requirement for prior approval to open more than 1,000 branches for select NBFCs. These measures mark a calibrated easing after years of stringent oversight introduced following liquidity stress in the NBFC sector after the IL&FS and DHFL crises, under the RBI's scale-based regulatory framework.

The 5th National Conference of Chief Secretaries, held from December 26–28, 2025 in New Delhi, focused on the theme "Human Capital for Viksit Bharat." Chaired by the Hon'ble Prime Minister, the conference highlighted the importance of harnessing India's demographic dividend, with nearly 60% of the population in the working-age group. Discussions centred on education reforms, skilling for future industries, technology-enabled governance, and ease of doing business, reinforcing the need for coordinated Centre–State action to translate human potential into sustainable economic and social outcomes on the path towards a developed India by 2047.

Gold and silver prices have witnessed notable instability in recent times, driven by a mix of global and domestic factors. Persistent inflation concerns, changing interest rate expectations in major economies, and geopolitical tensions have increased safe-haven demand, leading to sharp price movements. At the same time, volatility in the US dollar and bond yields has caused frequent corrections in bullion prices. Silver, being both a precious and industrial metal, has shown even higher fluctuations due to uncertainty in global manufacturing demand and green energy transitions. In India, currency movements, import duties, and seasonal demand have further contributed to frequent swings in gold and silver prices.

We sincerely thank our readers for their continued trust and engagement and look forward to moving ahead together towards a more transparent, accountable, and sustainable real estate ecosystem under the RERA framework.

With Regards

CA Ashish Ghiya

Contact No. 9529991761

Date : 07.02.2026

PART-I
REPORTING OF CASE LAWS

RAJASTHAN REAL ESTATE APPELLATE TRIBUNAL

APPELLANT: SATISH SHARMA S/O LATE SHRI PREM CHAND

RESPONDENT: VVA DEVELOPERS PRIVATE LIMITED

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

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

DATE: 11.11.2025

Complainant Representative: Adv. Ms. Kritika Singh

Respondent Representative: Adv. Mr. Hemant Kothari

Gist: The appellant sought refund for a delayed project where the original allotted unit was never handed over and other unallotted units were offered instead. No Agreement for Sale was executed despite more than 10% payment, violating Section 13 of the Act. The Tribunal held the promoter failed in statutory obligations and the allottee could not be forced to take another unit. Applying Section 18(1) and Newtech, the appellant was held entitled to refund. The RERA order was modified and full refund with interest was directed without 10% deduction.

The instant appeal was filed under Section 44 of the Real Estate (Regulation and Development) Act, 2016 (“Act of 2016”) by Satish Sharma challenging the impugned order dated 27.04.2023 passed by the Rajasthan Real Estate Regulatory Authority (“Regulatory Authority”/“RERA”) in Complaint No. RAJ-RERA-C-2019-3105. The complaint before the Regulatory Authority sought refund of the amount paid to the promoter along with interest on account of inordinate delay in completion of the project and non-execution of the Agreement for Sale. By the impugned order, the Regulatory Authority disposed of the complaint with directions permitting the promoter to offer possession subject to payment of outstanding consideration, adjustment of interest, and further allowing deduction of 10% administrative charges in the event the allottee opted not to take possession. Aggrieved, the appellant preferred the present appeal seeking refund of Rs.6,47,212/- along with interest without any deduction.

The relevant facts leading to the litigation are that the complainant-appellant booked Unit No. A2-0905 in the respondent promoter’s project on 07.06.2013 for a total sale consideration of Rs.28,45,250/-. A provisional allotment letter dated 15.04.2014 was issued in his favour. Against the consideration, the appellant paid a sum of Rs.6,47,212/-, which exceeded 10% of the value of the unit. Admittedly, no Agreement for Sale was executed between the parties. The appellant alleged that despite several years having passed, the project was delayed by around three years, and therefore requested refund with interest from RERA.

RERA, while disposing the complaint, issued three directions. First, the promoter could hand over possession upon raising fresh demand notices after adjusting accrued interest. Second, interest at 8.6% (SBI highest MCLR + 2%) was directed to be given while computing

adjustment. Third, in case the allottee did not intend to take possession, the promoter was entitled to deduct 10% administrative charges from the deposited amount and refund the balance with interest from 01.02.2021 (excluding moratorium period). The appellant challenged the said order on the ground that he never intended to take possession of an incomplete and delayed project; that the project was still incomplete at the time of complaint; that the unit allotted was malafidely changed from A2-0905 to A3-0702; and that subsequently another unit A2-0406 was offered, which the appellant never booked. The appellant further asserted violation of Sections 13(1) and 13(2) of the Act, since more than 10% consideration was taken without execution of Agreement for Sale.

During arguments, the appellant relied upon an order dated 06.02.2024 passed by RERA in a similarly situated matter titled Dharmendra Kumar Sharma . VVA Developers Pvt. Ltd., where refund along with interest was allowed against the same promoter. It was urged that the present matter deserved a similar outcome, particularly in light of extraordinary delay and shifting of units. The appellant also highlighted his age and status as a retired senior citizen who invested savings to secure peaceful residence, and thus could not be compelled to take possession after a decade-long delay.

The promoter opposed the appeal, submitting that possession of a completed block was offered and that balance consideration was unpaid. It was contended that the project completion was delayed due to Covid-19 and that extension was granted till 31.03.2023. It was submitted that partial completion certificate dated 20.03.2022 was issued for Blocks A-1 and A-2. The promoter maintained that deduction of 10% administrative charges was justified.

Upon hearing both sides, the Tribunal formulated two substantial questions of law: (A) Whether the promoter changed the allotted unit from A2-0905 to A3-0702; and (B) Whether the appellant is entitled to refund in terms of the order dated 06.02.2024 in Dharmendra Kumar Sharma, despite partial completion of the project.

On Question A, the Tribunal held that merely mentioning a different unit number (A3-0702) in a demand notice would not constitute a change in allotment. The allotment letter consistently reflected Unit A2-0905, and the appellant himself sought refund in respect of A2-0905. Thus, there was no enforceable change of unit. Accordingly, Question A was decided against the appellant.

On Question B, the Tribunal examined obligations of the promoter under Sections 11-18 of the Act and noted that promoters are duty-bound to provide possession within the stipulated time and execute an Agreement for Sale once 10% of consideration is received, as mandated by Section 13. The Tribunal emphasized that in absence of agreed timelines, possession must be deemed due within three years in light of the Supreme Court judgment in *Fortune Infrastructure v. Trevor D'lima* (2018). In this matter, despite receipt of more than 10% consideration, no Agreement for Sale was executed. Further, several demand notices were issued for unallotted Unit No. A3-0702, and finally possession was offered for yet another unit A2-0406, which too was never booked. Such conduct invalidated demand notices and offer of possession. The Tribunal held that an allottee cannot be compelled to accept possession of a unit which he never booked. The Tribunal also held that deduction of 10% administrative charges was unsustainable in absence of privity of contract or an agreement stipulating such deduction.

Relying on para 19 of the Supreme Court’s judgment in *Newtech Promoters & Developers v. State of Uttar Pradesh* (2021), the Tribunal held that where the promoter fails to hand over possession within stipulated time, the allottee acquires an unqualified right to seek refund with interest, irrespective of stage of completion. Consequently, Question B was answered in favour of the appellant.

The Tribunal allowed the appeal and modified Direction (iii) of the impugned order. The promoter was directed to refund Rs.6,47,212/- along with applicable interest from 01.02.2021 (excluding moratorium period) within 45 days without deducting 10% administrative charges. No order as to costs was made and pending applications were closed.

APPELLANT : DIPENDRA YADAV S/O LATE SHRI BIRENDER SINGH YADAV

RESPONDENT: SAHARA PRIME CITY LIMITED

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

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

DATE: 04.12.2025

Complainant Representative: Adv. Ms. Kritika Singh

Respondent Representative: None present for respondent

Gist: The allottee booked a unit in 2011 and paid over 90% of the consideration, but the project remained incomplete and no possession was offered for more than a decade. The Regulatory Authority ordered refund but refused interest on the ground that no written Agreement for Sale had been executed. On appeal, the Tribunal held that the absence of such an agreement cannot dilute the allottee’s statutory rights under Section 18 of the RERA Act and that a delay of more than 12 years entitled the allottee to refund with interest. Consequently, the Tribunal modified the order and directed refund along with interest at 10.85% from April 2015.

This appeal was filed by the complainant–allottee, Dipendra Yadav, under Section 44 of the Real Estate (Regulation and Development) Act, 2016 (“Act of 2016”/“RERA Act”), challenging the order dated 19 April 2023 passed by the Rajasthan Real Estate Regulatory Authority (“Regulatory Authority”) in Complaint No. RAJ-RERA-C-N-2022-5388. By the impugned order, the Authority directed refund of a sum of Rs. 15,68,377/- but refrained from awarding interest thereon. Aggrieved by this refusal, the appellant approached the Tribunal seeking refund of the total deposited amount along with interest at the rate of 2% above the applicable MCLR.

The respondent–developer Sahara Prime City Ltd. undertook development of the residential project “Sahara City Homes, Jaipur” situated on Tonk Road, Jaipur. The appellant booked a residential unit on 17 November 2011 for a total consideration of Rs. 28,64,000/- under a construction-linked payment plan. Between 2011 and February 2014, the appellant remitted approximately Rs. 27,68,377/-, constituting more than 90% of the total sale consideration, an amount not disputed by the respondent. At the time of booking, the respondent orally assured possession within 38 months (i.e. by 22 April 2015), although no Builder-Buyer Agreement or Agreement for Sale was executed and the possession date was not mentioned in the allotment letter. Despite repeated requests and prolonged waiting, the project remained incomplete, construction activity was minimal, and no communication or possession offer was made to the appellant. Having lost confidence, the appellant sought cancellation of the allotment and refund of the deposited amount. Due to the respondent’s failure to execute the Agreement for Sale despite collecting more than 10% of the consideration, the appellant

invoked jurisdiction under the Act and filed Complaint No. RAJ-RERA-C-N-2022-5388 before the Authority on 28 June 2022.

Upon hearing, the Authority directed refund of Rs. 15,68,377/- after adjusting Rs. 12,00,000/- representing an interest-free loan extended to the appellant by one of the respondent's subsidiaries. However, it declined to award interest on the ground that no written Agreement for Sale existed between the parties. A rectification application filed by the appellant was rejected on 29 August 2023 reiterating that in the absence of a formal sale agreement, no interest could be granted. The appellant thereafter preferred the present appeal challenging denial of interest.

The Tribunal framed the central question for adjudication as: "Whether the appellant-complainant is entitled for interest over the entire deposited amount?" In support of the claim, counsel for the appellant contended that the respondent violated Section 13 of the Act by collecting more than 10% advance without executing a written and registered Agreement for Sale. The respondent did not contest the facts and despite service of notice failed to enter appearance. The Tribunal observed that under Section 13(1) and 13(2), the mandatory obligation to execute the Agreement for Sale lies primarily on the promoter, and an allottee cannot be deprived of statutory remedies due to such non-execution. It further held that mere absence of a written agreement cannot extinguish the allottee's remedies under Section 18 of the Act, which does not condition refund or interest upon existence of a registered agreement.

The Tribunal referred to its prior ruling in Satish Sharma v. VVA (Appeal No. 76/2023) and to the Supreme Court's decision in Fortune Infrastructure v. Trevor D'Lima (2018) 5 SCC 442 to hold that where no possession timeline exists, a reasonable period of 3 years from booking would apply. Given booking in 2011, the project was delayed for more than 12 years. Applying the ratio of the Supreme Court in Newtech Promoters & Developers v. State of UP (2021), the Tribunal held that once delay is established, the allottee acquires an "unqualified right" to seek refund with interest.

Allowing the appeal, the Tribunal modified the order of the Authority and directed the respondent to refund Rs. 15,68,337/- along with interest at SBI highest MCLR (8.85%) + 2% = 10.85% from 22 April 2015 (the agreed possession date) until realization, within 45 days. No order as to costs was passed.

APPELLANT: 1. ASHWINI KUMAR KANSAL S/O LATE VIRENDER KUMAR KANSAL

2. VIJAY KUMAR KANSAL S/O LATE VIRENDER KUMAR KANSAL

RESPONDENT: GORBANDH FORT AND PALACE LLP.

**CORAM: MR. JUSTICE MADAN GOPAL VYAS, HON'BLE CHAIRPERSON
MR. YUDHISTHIR SHARMA, HON'BLE MEMBER (JUDICIAL)**

DATE: 11.12.2025

Complainant Representative: Adv. Mr. Niraj Pal Singh Yadav

Respondent Representative: Adv. Mr. Sandeep Pathak

Gist: The appeals arose from a dispute regarding a flat in "The Crown" project where full payment was made but possession was delayed beyond the agreed date. RERA directed the promoter to offer possession and pay delayed interest from 01.07.2019.

The complainant sought rectification to treat Rs.83,05,070/- as the deposit amount for interest computation, but RERA rejected it, holding only Rs.82,23,613/- formed the consideration. The complainant appealed, arguing that the Authority failed to consider full payment and interest aspects. The promoter defended delays citing force majeure and maintained that the tax component could not form part of consideration.

As Per Justice Madan Gopal Vyas, Hon'ble Chairperson, both Appeal No.20/2023 and Appeal No.45/2023 were preferred under Section 44 of the Real Estate (Regulation and Development) Act, 2016 (RERA Act, 2016) against orders passed by the Rajasthan Real Estate Regulatory Authority. Since both appeals involved similar facts and controversy, they were decided through a common order. The matter arises out of a dispute concerning Unit No.1013 in the project titled "The Crown" of the respondent-promoter. The deceased complainant-appellant, Shri Virender Kumar Kansal, had booked the said unit for a total sale consideration of Rs.83,00,000/-. According to the complainant, a sum of Rs.82,23,613/- was paid towards the basic sale consideration, excluding taxation, and the total deposit was claimed as Rs.85,81,571/- inclusive of tax components. A Buyer's Agreement was executed between the parties on 03.08.2016. As per Clause (2) of the Agreement, possession was to be handed over by 31.12.2018, extendable by six months as a grace period, thereby making the effective date of possession 30.06.2019. Despite payment made up to 22.04.2016 and the expiry of the contractual period, possession was not handed over. Consequently, the complainant instituted Complaint No. RAJ-RERA-C-2020-3960 before the Regulatory Authority seeking possession along with delayed interest and further prayed for liberty to approach the Adjudicating Officer for compensation.

The Regulatory Authority allowed the complaint vide order dated 13.10.2022. The Authority directed the promoter to offer possession within 30 days and to pay interest on the deposits made by the complainant at the rate of 8% (SBI highest MCLR + 2%) with effect from 01.07.2019, excluding the notified moratorium period, within 45 days from uploading of the order. The promoter was also given liberty to adjust any dues of the complainant against the accrued interest. Subsequent to this, the complainant filed an application under Section 39 of the Act seeking rectification of the order dated 13.10.2022. The rectification sought was to consider the total deposit as Rs.83,05,070/- for the purpose of interest computation, to specify the amount in direction No.(ii) of the order, and to direct payment of interest on such amount from 01.07.2019 till delivery of possession. The Regulatory Authority, however, dismissed the application on 23.12.2022 holding that the consideration amount mentioned in the agreement was Rs.82,23,613/-. The Authority noted that tax amounts and other deductions were not part of the basic sale price and the complainant had never objected to the promoter's reply acknowledging the said figure. It held that the objections were an afterthought and beyond pleadings; hence, rectification was not permissible.

Aggrieved, the legal representatives of late Shri Kansal preferred Appeal No.20/2023 seeking to set aside the order dated 23.12.2022, to recognize the total deposit as Rs.83,05,070/-, to insert such figure into direction No.(ii) of the order dated 13.10.2022, and to direct payment of interest on the said amount up to delivery of possession. Counsel for the appellants argued that the Authority failed to adjudicate all reliefs sought under Section

39 and ignored Clause 1.4 of the Agreement which indicated full payment of consideration. It was also submitted that the Authority had omitted to clarify the terminal date for interest.

In response, counsel for the respondent-promoter contended that delays were caused by force majeure circumstances such as scarcity of construction materials, demonetization, introduction of GST, and the COVID-19 pandemic, due to which extensions were granted up to 16.01.2022. It was submitted that the project was completed, completion certificate obtained on 13.01.2022, and possession delivered in a substantial number of units. On the financial dispute, it was argued that Rs.82,23,613/- was the basic sale price as per Clause 1.4(a) of the Agreement and tax components could not be treated as consideration for the purpose of interest. Therefore, rejection of the rectification application was justified and the appeal deserved dismissal.

APPELLANT : SANJAY MEHTA S/O SHRI MOOL RAJ MEHTA
MOOL RAJ MEHTA S/O SHRI PUKHRAJ MEHTA
RESPONDENT: ROYAL BUILDSQUARE PRIVATE LIMITED
CORAM: MR. JUSTICE MADAN GOPAL VYAS, HON'BLE CHAIRPERSON
MR. YUDHISTHIR SHARMA, HON'BLE MEMBER (JUDICIAL)
DATE: 16.12.2025

Complainant Representative: Adv. Mr. Umang Gupta

Respondent Representative: Adv. Mr. Harshal Tholia

Gist: The allottees booked a flat in “Unique Green Acres,” paid ₹18.99 lakh, but possession was not delivered within the contractual timeline and the project remained incomplete. RERA ordered refund with interest from the possession-due date, but the allottees sought interest from each date of deposit. The Appellate Tribunal held that under Section 18 and Rule 17, withdrawal due to delay entitles the allottee to refund with restitutionary interest from every date of payment. Relying on Experion Developers and its own precedents, the Tribunal modified the order accordingly. The appeal was allowed and refund with statutory interest was directed within 45 days.

In this appeal under Section 44 of the Real Estate (Regulation and Development) Act, 2016 (“RERA Act”), the appellants—allottees challenged the order dated 02.06.2023 passed by the Rajasthan Real Estate Regulatory Authority, Jaipur (“Regulatory Authority”) in Complaint No. 81/2023. By the impugned order, the Authority granted refund of the deposited amount with interest; however, interest was directed to be paid only from the stipulated date of possession rather than from each date of deposit as claimed by the allottees, which gave rise to the present appeal.

The dispute pertains to Flat No. 514 in the project “Unique Green Acres” developed by the respondent-promoter, Royal Buildsquare Pvt. Ltd. The flat was booked for a total sale consideration of ₹34,75,500/-, against which the appellants paid ₹18,98,875/-, and an Agreement for Sale dated 22.05.2013 was executed. As per the agreement, the promoter was obliged to deliver possession within five years plus a one-year grace period, i.e., by 21.05.2019. The project, however, remained incomplete even by that date. Although the Regulatory Authority subsequently extended the project up to 31.01.2026, the complainants,

unwilling to wait further, sought withdrawal and refund along with interest from the date of each deposit.

The Authority allowed refund with interest @8.6% (SBI highest MCLR +2%) from the stipulated possession date, noting that the appellants had not been treated as defaulters since no demand notices for instalments were issued, and the promoter had failed to complete the project as promised. Dissatisfied with the computation of interest, the appellants filed the present appeal seeking modification of the order to award interest from each date of payment, and additionally claimed compensation for mental agony and harassment.

Before the Tribunal, counsel for the appellants contended that the promoter had violated Sections 18 and 19(2) of the RERA Act by failing to complete the project on time and by not keeping the allottees informed regarding progress, despite repeated inquiries. Reliance was placed on Supreme Court judgments including *Experion Developers Pvt. Ltd. v. Sushma Ashok Shiroor (2022)*, *DLF Homes Panchkula Pvt. Ltd. v. D.S. Dhanda*, and *Alok Shanker Pandey v. Union of India* to argue that refund interest must be restitutionary and therefore computed from each date of deposit. Additional reliance was placed on decisions of the Haryana Real Estate Appellate Tribunal and Uttar Pradesh RERA in similar matters.

In reply, counsel for the respondent-promoter argued that the project status on the RERA portal reflected “In Progress” and that the promoter had utilized all available funds for project construction. It was urged that directing interest from each date of payment would impose serious financial strain on the promoter and jeopardize project completion, adversely affecting other allottees; therefore, the appeal should be dismissed in the larger interest of the project and its stakeholders.

Upon consideration of the submissions and record, the Tribunal observed that the sole controversy was limited to whether interest on refunded amounts should be awarded from (i) each date of deposit, or (ii) only from the contractual possession date. Interpreting Section 18(1)(b) of the RERA Act and Rule 17 of the Rajasthan RERA Rules, 2017, the Tribunal held that where an allottee chooses withdrawal due to promoter delay, refund must carry interest from each date of deposit, whereas interest from delay applies only to cases where possession is accepted and the allottee continues.

The Tribunal relied heavily on *Experion Developers*, wherein the Supreme Court held that compensation or refund interest in delayed possession matters must be restitutionary, compensatory, and computed from the date of deposit and not merely from the date of last instalment or contractual possession. Reference was also made to earlier decisions of the Tribunal including *Renu Bhargava v. Aakriti Landcon Pvt. Ltd.* and *Puneet Pareek v. Radha Krishna Build Tech.* On factual examination, the Tribunal noted that payments made between 2012 and 2014 were supported by receipts annexed to the complaint and were not disputed by the promoter.

Consequently, the appeal was allowed. The impugned order was modified to direct refund of the entire deposited amount with interest @SBI Highest MCLR +2% (10.70% p.a.) from each date of deposit until realization, excluding the Authority’s notified moratorium period,

to be paid within 45 days. The prayer for compensation for mental agony was left open to be pursued separately before the competent forum, and no order as to costs was made.

APPELLANT : SUBHASH YADAV S/O SHRI JHABER SINGH

RESPONDENT: 1. ANURAG ENTERPRISES

**2. THE RAJASTHAN REAL ESTATE REGULATORY
AUTHORITY**

**CORAM: MR. JUSTICE MADAN GOPAL VYAS, HON'BLE CHAIRPERSON
MR. YUDHISTHIR SHARMA, HON'BLE MEMBER (JUDICIAL)**

DATE: 18.12.2025

Complainant Representative: Adv. Mr. Peeyush Ganguly

Respondent Representative: None

Gist: The appellant booked a flat in “Anurag Homes” and paid ₹15.02 lakh, but possession was not delivered within the agreed time and no valid completion/occupancy certificate was ever issued, while the project now stands marked as “Lapsed.” Though RERA directed the appellant to take possession with interest, the appellant sought refund, invoking statutory rights under Section 18 of the RERA Act, 2016. The Tribunal noted that in earlier identical matters against the same promoter it had already held that refund cannot be denied when projects remain incomplete and lapsed. Relying on Supreme Court precedents confirming an unconditional right to refund for delayed possession, the Tribunal held that possession cannot be compelled in such circumstances. Accordingly, the appeal was allowed and refund with statutory interest was ordered.

The present appeal under Section 44 of the Real Estate (Regulation and Development) Act, 2016 (“RERA Act, 2016”) was preferred by the appellant, Mr. Subhash Yadav, challenging the order dated 24.04.2025 passed by the Rajasthan Real Estate Regulatory Authority, Jaipur, in Complaint No. RAJ-RERA-C-N-2022-5971. The Authority had directed the promoter, Anurag Enterprises, to hand over possession of the flat to the appellant and pay interest at 11.10% p.a. for delayed possession for the period 21.01.2015 to 28.06.2022, with the complainant required to pay the remaining sale consideration.

The appellant had booked Flat No. 503 in the “Anurag Homes” project. An Allotment Letter-cum-Agreement for Sale dated 10.07.2013 stipulated that possession would be provided within 24 months of booking or commencement of construction. Against a total sale consideration of Rs. 25,42,936/-, the appellant deposited Rs. 15,02,300/- between January 2013 and September 2014. The contractual possession was due latest by 20.01.2015, yet no valid completion or occupancy certificate was issued during that period. The appellant argued that multiple possession offers issued by the respondent (in 2019 and 2022) were invalid, as they were unsupported by proper completion/occupancy certificates, and that the project was shown as “Lapsed” on the RERA portal. Consequently, the appellant sought refund with interest, asserting the absolute right to exit the project under Section 18 of the RERA Act.

Despite service of notice, no appearance was recorded on behalf of the respondent-promoter. The Tribunal examined the record, including its own earlier decisions in Appeal Nos.

68/2021 and 40/2021 involving the same promoter. In those cases, by order dated 15.07.2022, it was held that communications relied upon by the promoter were not valid completion certificates under the Act. In those appeals, the Tribunal had also granted refund to the allottees, holding that the unqualified refund right under Section 18 applied when the promoter failed to complete the project within the stipulated period. Reliance was placed on the Supreme Court judgment in Imperia Structures Ltd. v. Anil Patni, wherein the Court held that Section 18 confers an absolute and unqualified right to refund with interest to an allottee who chooses to withdraw, and that interest must be calculated at the prescribed rate.

The Tribunal further noted that as per the Authority's own findings in para 6 of the impugned order, the project stands categorized as "Lapsed" on the RERA portal, with two extensions already expired and no valid completion or occupancy certificates uploaded till date. In such circumstances, the Tribunal observed that the probability of the project being completed in the near future was negligible, and the appellant could not be compelled to take possession of an incomplete or illegal unit.

Relying on the Supreme Court's judgment in Newtech Promoters v. State of U.P., the Tribunal reiterated that the right to refund under Section 18(1)(a)/(b) and Section 19(4) is unconditional when the promoter fails to deliver possession within the contractual timeline. Applying Section 18(1)(b) read with Rule 17 of the Rajasthan RERA Rules, 2017, it held that an allottee withdrawing from a delayed and incomplete project is entitled to refund with interest calculated from every date of deposit. The Tribunal also relied upon Experion Developers Pvt. Ltd. v. Sushma Ashok Shiroor, wherein the Supreme Court clarified that interest awarded must be compensatory and restitutionary, and therefore payable from the date of each deposit, not merely from the last deposit.

Considering the lapse of more than eight years beyond the contractual possession date, the absence of statutory certificates, and prior precedent including its own decisions and Supreme Court pronouncements, the Tribunal held that the Authority's direction compelling possession was contrary to RERA and judicially untenable. The Tribunal therefore allowed the appeal and directed refund of the amount deposited by the appellant with statutory interest.

APPELLANT: SIDDHARTH BUILDCOM

RESPONDENT: RAJASTHAN REAL ESTATE REGULATORY AUTHORITY

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

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

DATE: 18.12.2025

Complainant Representative: Adv. Mr. S.S. Hora

Adv. Mr. Kartik Agarwa

Adv. Mr. Peeyush Ganguly

Respondent Representative: Adv. Mr. Sanjay Rahar

Gist: The promoter-appellant, Siddharth Buildcom, sought condonation of 511 days' delay in filing an appeal against the RERA order imposing penalty and directing project registration, citing insufficient funds and lack of involvement in the project. RERA opposed, arguing delay was unexplained and unjustified. The Tribunal held

insufficient funds is not “sufficient cause” in law, especially given the special 60-day limitation under Section 44 RERA, and noted that principles of natural justice were followed and appellant participated before RERA. Relying on Supreme Court precedents, the Tribunal held inordinate delay cannot be condoned on vague grounds, and dismissed the application.

The matter concerns an application for condonation of delay filed in Appeal No.33/2025 (Siddharth Buildcom vs. RERA) before the Rajasthan Real Estate Appellate Tribunal, presided by Hon’ble Justice Madan Gopal Vyas (Chairperson). The appeal was directed against an order dated 13.09.2023 passed suo motu by the Rajasthan Real Estate Regulatory Authority imposing penalty under Section 59 of the Real Estate (Regulation and Development) Act, 2016 (“RERA Act, 2016”) and directing registration of the project “Ashok Heights” within a specified period. The appellant approached the Tribunal after an inordinate delay of 511 days, and therefore filed an application under Section 44(2) RERA Act read with Section 5 of the Limitation Act, 1963 for condonation of delay.

The appellant attributed the delay primarily to insufficiency of funds in its bank account during the relevant period, contending that statutory fees required for filing the appeal could not be deposited in time. The appellant also denied being a promoter or developer of the project in question, alleging wrongful impleadment and lack of involvement in execution, and argued that the RERA proceedings were in violation of principles of natural justice. Several judgments of the Supreme Court were relied upon to emphasize a liberal, justice-oriented interpretation of “sufficient cause” such as *Esha Bhattacharjee v. Raghunathpur Nafar Academy*, (2013) 12 SCC 649, *Improvement Trust v. Ujagar Singh*, (2010) 6 SCC 786, *B.S. Sheshagiri Setty v. State of Karnataka*, (2016) 2 SCC 123, *N. Balakrishnan v. M. Krishnamurthy*, (1998) 7 SCC 123, and *Collector, Land Acquisition v. Mst. Katiji*, (1987) 2 SCC 107. On this basis, it was argued that technical delay rules should not obstruct substantial justice, especially where no prejudice would ensue. The appellant further invoked Section 44(6) RERA Act empowering the Tribunal to examine records suo motu to ensure legal propriety of orders passed by the Authority, and contended that issues of jurisdiction and natural justice warranted a hearing on merits.

The RERA Authority vehemently opposed the application through counsel, asserting that no sufficient cause had been disclosed. It was contended that insufficiency of funds is neither bona fide nor credible, particularly when the appellant is engaged in a commercial real estate project. Moreover, no bank statements or documentary proof were produced to support the alleged financial difficulty. The Authority highlighted that the appellant had actively participated before RERA by filing reply, and that proceedings and cognizance under Section 3 RERA were thus within appellant’s knowledge. Absence of certified copies or lack of documents could not justify nearly one and a half years’ delay. The Authority stressed that Section 44 provides for a specific 60-day limitation for filing RERA appeals, and that condonation of inordinate delays would defeat the legislative objective of speed and finality in consumer-protection-oriented real estate regulation.

The Tribunal, after hearing both sides, focused on the nature and quality of cause shown to justify condonation. It noted that delay of 511 days was not merely marginal, but gross and

inordinate. The sole substantive ground—insufficiency of funds—was rejected as not constituting “sufficient cause”. For this proposition, the Tribunal relied on the Supreme Court’s recent decision in *Ajay Dabra v. Pyare Ram* (SLP (C) No.15793/2019, decided 31.01.2023), wherein it was held that insufficient funds cannot justify delay condonation. The Tribunal emphasized that the test of “sufficient cause” imports standards of diligence, bona fides, and reasonable explanation, not vague or perfunctory assertions.

The Tribunal also significantly underscored that the RERA Act is a special legislation enacted to protect homebuyers and regulate the real estate market, and was designed to ensure time-bound adjudication. As per the proviso to Section 44(5), even disposal of appeals after filing is contemplated within 60 days, evidencing legislative intent against prolonged delays. Condonation of nearly 17 months’ delay without compelling cause would undermine this scheme. The Tribunal further referred to *Esha Bhattacharjee*, which laid down that liberal interpretation of limitation must be balanced by reasonableness, and that negligence, indifference, or lack of diligence cannot be overlooked merely under the guise of substantial justice. Similarly, *Basawaraj v. SLAO*, (2013) SC 766, was cited for defining “sufficient cause” as something which must be adequate, bona fide, and not tainted by negligence.

On the claim of violation of natural justice, the Tribunal found no infirmity. The record demonstrated that RERA took cognizance under Section 3 regarding non-registration of the project, a show-cause notice was issued by the Registrar, hearings were conducted, and the appellant was represented through counsel. The penalty imposed and direction for registration were passed under Sections 37 and 38 RERA after hearing both parties. Thus, the Tribunal concluded that the order was neither ex parte nor without jurisdiction, and the issue pertained to merits, irrelevant at the delay stage.

Lastly, the Tribunal noted that condoning such an inordinate delay could prejudice stakeholders, including homebuyers, and that substantial justice cannot mean generosity at the expense of statutory discipline. Citing *Thirunagalingam v. Lingeswaran* (2025 INSC 672), the Tribunal reiterated that inordinate delays require exceptional explanation, not mere arguable merits.

Accordingly, holding absence of “sufficient cause” and lack of bona fides, the Tribunal dismissed the application for condonation of delay, thereby rendering the appeal time-barred.

MAHARASHTRA REAL ESTATE APPELLATE TRIBUNAL

APPELLANT: MRS. RADHA BALASUBRAMANIAM, MRS. AKSHAYA VIJAY

RESPONDENT: THE ADIVASI SAHAKARI GHARBANDHKAM

SANSTHA MARYADIT, PRATHAMESH LAND DEVELOPERS

CORAM: SHRI SHRIRAM R. JAGTAP, DR. RAJAGOPAL DEVARA

ORDER DATE: 22.12.2025

Appellant Representative: Adv. Tanuj Lodah

Respondent Representative: Adv. Sanjeev Singh

Gist: MahaRERA dismissed allottees' complaint against Adivasi Cooperative Housing Society for lack of payment proof in "Sethia Sea View" project; Tribunal upheld, doubting 1996 agreement's authenticity (unsigned earlier), unverified payments, and ruling it a member-society dispute under Cooperative Societies Act Section 91, dismissing appeal.

This appeal arises from the MahaRERA Chairman's order dated 20 November 2020, dismissing Complaint No. CC0060000089858 filed by the appellants (allottees) against the respondents (developers/society). The Authority held that the appellants could not be recognized as allottees in the registered project "Sethia Sea View" (No. P51800002308) due to insufficient documents proving payments to the respondent society, "Adivasi Sahakari Gharbandhkam Sanstha Maryadit" (also "Adivasi Cooperative Housing Society Limited," registered under Maharashtra Cooperative Societies Act No. B/715/1949).

The appellants executed an unregistered agreement for sale on 14 January 1996 for Flat No. 202A (808.3 sq. ft.) at Rs. 6,87,012, signed by the society's Chairperson and Secretary, with possession promised within 36 months. They claim full payment via cheques, evidenced by receipts issued by the society's officials, yet the society never registered the agreement despite repeated requests. Project delays ensued: assisted by Mr. J.L. Dalvi, the society appointed Prathmesh as promoter, who failed; later, Sethia Developers was engaged, registering the project with MahaRERA as promoter-owner.

Appellants' counsel argued the 1996 agreement and receipts—issued under the society's varying but identical names—confirm their status, with 80% payment made from 1996 and retained for 25 years without registration. They urged remand, claiming the Authority ignored these documents and facts.

Respondents countered that in prior Complaint No. 1930/2017 (withdrawn for civil court), the agreement lacked appellants' signatures (noted in respondents' reply affidavit, pp. 92-93), but appeared signed in the current complaint, suggesting forgery. The society lacked a 1996 bank account, precluding cheque encashment; appellants produced no bank statements, and a Rs. 2,00,000 payment went to Dalvi & Associates, not the society. Dalvi letters were irrelevant. The agreement labels appellants as "members," invoking Section 91 jurisdiction under the Cooperative Societies Act for Cooperative Court, not RERA. Land details: MHADA allotted 17,193.47 sq. yards (Survey Nos. 32/6A, 24/3, CTS 22-52, Pahadi, Goregaon West) in 1970 to the 80-member society amid 60 encroachments. A 2005 registered development agreement (No. BDR-11/05672/2005) with Prathmesh provided 1,700 sq. ft. flats to members and 225 sq. ft. to encroachers; buildings completed 2009-2012, with members possessing flats, disqualifying appellants.

After arguments from Advocates Tanuj Lodha (appellants) and Sanjeev Singh (respondents), the Tribunal analyzed pleadings, records, and order. The 1996 agreement's genuineness was doubted: unsigned in the first complaint, signed later without explanation. Receipts exist, but no bank proofs confirm society receipt; doubts linger on transactions. Appellants' membership fees confirm member status, rendering the dispute intra-society under Cooperative Act Section 91, stripping RERA jurisdiction.

The Tribunal found no interference warranted, answered points negatively, dismissed the meritless appeal, and ordered parties bear own costs.

APPELLANT: MR. DEEPAK SAYAJI SHINDE

RESPONDENT: M/S SWARAJYA DEVELOPERS AND BUILDER

CORAM: SHRI SHRIRAM R. JAGTAP, DR. RAJAGOPAL DEVARA

ORDER DATE: 23.12.2025

Appellant Representative: Adv. Mr. Sanket Bora

Respondent Representative: Adv. Mr. Shardul Diwan

Gist: The Appellate Tribunal dismissed Appeal No. U-1 of 2021 challenging MahaRERA's February 24, 2020, order in Complaint No. SC10001979. The allottee argued that developer Swarajya Developers' "Sankalp Niwas" project (400 sq. mtrs., 24 apartments) required RERA registration under Section 3, as ongoing projects with over 8 units demand it, interpreting Section 3(2)(a)'s "or" (land ≤ 500 sq. mtrs. or ≤ 8 apartments) conjunctively. The Tribunal upheld the disjunctive reading per Geetanjali Aman Constructions majority and MahaRERA circulars, exempting small-land projects regardless of units.

The appeal in question challenges an order dated February 24, 2020, by the Chairman of the Maharashtra Real Estate Regulatory Authority (MahaRERA) in Complaint No. SC10001979. The complainant, an allottee, argued that the developer, Swarajya Developers and Builder, failed to register the ongoing project "Sankalp Niwas" at S. No. 267/8, Raksheawadi, Khed, Pune, violating Section 3 of the Real Estate (Regulation and Development) Act, 2016 (RERA). Despite the project's land area being approximately 400 sq. mtrs. with 24 units, the Authority dismissed the complaint, citing exemption under Section 3(2)(a) due to the land size below 500 sq. mtrs.

The allottee had booked Flat No. 19 (600 sq. ft.) via an Agreement for Sale on October 3, 2012, for Rs. 8,10,000, paying Rs. 9,94,160 total, with possession promised within 24 months (by October 2, 2014). The developer obtained a Commencement Certificate on September 17, 2010, but stalled progress, prompting allottee inquiries via emails, WhatsApp, and SMS. The allottee contended that Section 3(2)(a)—exempting projects where land area ≤ 500 sq. mtrs. or apartments ≤ 8 (inclusive of all phases)—applies disjunctively based on project type: plotted development (land threshold) versus apartment buildings (unit threshold). With 24 apartments on a building project, they argued both conditions must align for exemption, and ongoing projects at RERA's commencement required registration under Section 3(1) proviso, punishable under Section 59.

The allottee criticized the Authority's order for misinterpreting legislative intent, ignoring purposive construction, and overlooking Section 2(zn)'s broad "real estate project" definition. They relied on the dissenting view in M/s. Geetanjali Aman Constructions v. Hrishikesh Ramesh Paranjpe (Appeal Nos. SC10000672 & SC10000691, 2019), where Member Sumant Kolhe held exemptions require satisfying both conditions to prevent developer mischief.

The developer countered that the <500 sq. mtrs. land alone triggers exemption, treating "or" disjunctively per the majority in Geetanjali (Coram: Indira Jain (J) & S.S. Sandhu). They cited Ajay Shantilal Raka v. Jayshankar Apartment (Regulatory Case No. 109/2023) allowing de-registration for small land, and MahaRERA Circulars 25/2019 (Oct 11, 2019) and 25A/2023 (Jun 9, 2023). These clarify: projects ≤500 sq. mtrs. are exempt regardless of units, and ≤8 units exempt regardless of land. The developer noted 85% completion, promising possession within six months or mutual agreement.

The Appellate Tribunal analyzed Section 3(2)(a), affirming the majority Geetanjali view: satisfying either condition (land ≤500 sq. mtrs. or ≤8 apartments) exempts registration. No ambiguity exists in "or," aligning with legislative intent. The impugned order required no interference, dismissing Appeal No. U-1 of 2021 with parties bearing costs, per Section 44(4).

APPELLANT: M/S. SAFFRON INFRADEV PVT. LTD.

RESPONDENT: GOLDEN DREAMS BUILDCON PVT. LTD.

CORAM: SHRI SHRIRAM R. JAGTAP, DR. RAJAGOPAL DEVARA

ORDER DATE: 23.12.2025

Appellant Representative: Adv. Abir Patel

Respondent Representative: Adv. Vikramjeet Garewal

Gist: MahaRERA Appellate Tribunal overturned a 2020 order in the Flamingo project dispute, ruling Saffron Infradev Pvt Ltd an "allottee" under RERA via a 2012 MOU for 35 units (Rs 7cr paid), rejecting Promoter Golden Dreams Buildcon's investor/speculator defense despite high returns and bulk buy. Directed execution/registration of agreements for four Wing A flats within 2 months and interest (SBI MCLR+2%) from Oct 2013 till possession, as delays entitle relief u/s 18; Summary Suit for returns deemed distinct.

This case involves consolidated appeals from MahaRERA's order dated February 13, 2020, in Complaint No. CC003000000000058, pitting M/s. Saffron Infradev Private Limited (Complainant/Allottee) against M/s. Golden Dreams Buildcon Private Limited (Promoter) over 35 residential units in the "Flamingo" project on MIDC-leased Plot No. F-4/1 and F-4/1(p), totaling 84,116 sq.m at Chikalhana, Aurangabad (now Sambhaji Nagar). The land, originally leased to Marathwada Re-Factories Ltd in 1995 and assigned to promoter's sister concern Golden Dreams Technopark Pvt Ltd (GTPL) in 2009, saw MIDC convert usage via letter dated March 30, 2009: 50,496 sq.m for IT, 25,235 sq.m for residential, and the rest for allied services. GTPL assigned residential rights to Promoter through a May 17, 2010, development agreement. Flamingo features three wings (A: 202 units, B: 216 units, C: 140 units), each with four buildings, but only Wing A was RERA-registered post-2016 despite full-project promotions.

The dispute traces to Complainant's Rs. 7 crore investment in Premchand Resorts and Apartments Pvt Ltd (sharing directors Vinod Surana and Santosh Shantilal Muthiyan with Promoter). Unable to repay by August 2012 or deliver promised Rs. 13 crore returns by December 31, 2015, Premchand offered units, culminating in an October 18, 2012, Memorandum of Understanding (MOU). This document specified sale of 35 units (50,171

sq.ft.: 24 2BHK, 1 3BHK, 10 4BHK; 26 in Wing A, 9 in B) for the upfront Rs. 7 crore, promising possession by September 2013 (with 27% p.a. interest on delay), execution/registration of sale agreements (draft annexed), and identification of units, location, and consequences. Promoter failed to deliver possession or agreements, prompting Complainant's RERA complaint for: (a) agreements for four A-3/A-4 flats; (b) interest from October 1, 2013; (c) s.18 compensation for agony; (d) s.12 for false information.

Promoter resisted, arguing MOU reflects investment (Clauses 3(a), 6: high returns), not sale/allotment; Complainant as investor/co-promoter (per prior dismissed complaints, August 26, 2019) lacks allottee status u/s 2(d) RERA; civil court jurisdiction via Summary Suit No. 113/2019 (Bombay HC, claiming Rs. 13 crore recovery). MahaRERA ordered Promoter to list Complainant as co-promoter with area sharing for four Wing A flats on its website, prompting cross-appeals.

The Appellate Tribunal (Adv. Abir Patel for Complainant; Vikramjit Garewal for Promoter) ruled the complaint maintainable, overturning the order. MOU qualifies as "letter of allotment": it details sale consideration (Rs. 7 crore paid, undisputed), units, possession timeline, delay penalties, and sale agreement commitment, forming a binding contract u/s 2(a)-(b), 8 of Contract Act 1872 via proposal acceptance. Promoter admits payment and MOU execution, confirming allotment elements.

Defenses failed: No suppression of clean hands—Summary Suit bifurcates original investment (MOU refunds Rs. 7 crore principal via units; suit seeks Rs. 13 crore returns from Premchand, distinct reliefs, no unit claims). No election/approbate-reprobate, as MOU independently accepts unit offer (suit on Premchand cheques). Speculation (27% rate, bulk buy per Mansi Brar Fernandes v. Shubha Sharma (2025) 259 Comp Cas 769) irrelevant—speculative investors retain RERA remedies (ibid, paras 18.4.6, 21), unlike IBC exclusion. Promoter's delay undisputed; incomplete project triggers s.18(1) proviso interest (Imperia Structures Ltd. v. Anil Patni (2020); Newtech Promoters v. UP (2021 SCC OnLine 1044)).

MahaRERA erred denying sale reliefs, granting unprayed co-promoter status without notice/hearing. Findings: Complaint maintainable; Complainant is allottee; order set aside; reliefs partly granted. Promoter must execute/register agreements for four A-3/A-4 units per MOU within two months and pay proportionate interest (SBI MCLR +2%, simple) from October 1, 2013, till possession offer. Costs on parties; misc. applications disposed.

HARYANA REAL ESTATE APPELLATE TRIBUNAL

APPELLANT: RAJPAL SINGH YADAV

RESPONDENT: PAREENA INFRASTRUCTURE PVT. LTD.

CORAM: JUSTICE RAJAN GUPTA, DR. VIRENDER PARSHAD, SHRI DINESH SINGH CHAUHAN

ORDER DATE: 05.12.2025

Appellant Representative: Mr. Kunal Thapa

Respondent Representative: Mr. Kamaljeet Dahiya

Gist: RERA Tribunal modified Gurugram Authority's order, directing full refund of Rs.31,21,363/- paid by allottee in delayed "Coban Residences" project (possession due 2018, OC 2022) without 10% deduction, plus interest from cancellation (04.08.2021), as promoter's delay outweighed payment default..

This appeal contests the Haryana Real Estate Regulatory Authority (Authority) order dated 13.07.2022 at Gurugram, which mandated the respondent-promoter to refund the appellant-allottee's balance after deducting 10% from the total sale consideration of Rs.1,26,58,997/-, plus 9.50% interest from the allotment cancellation date of 04.08.2021, within 90 days under Section 37 of the Real Estate (Regulation and Development) Act, 2016 (RERA). In 2013, the allottee booked a unit in the promoter's "Coban Residences" project, Sector 99A, Gurugram, under a construction-linked plan, with the Builder-Buyer Agreement executed on 14.01.2015 promising possession by 01.10.2018. The allottee paid Rs.31,21,363/- by 2015 but stopped further payments amid stalled construction; by the due date, progress was negligible, and the allottee's queries went unanswered. The promoter cancelled the allotment on 04.08.2021 for default, though the Occupation Certificate arrived only on 13.12.2022—over four years late and post-cancellation. The allottee complained on 13.07.2022 seeking full refund with interest.

The allottee argued promoter delays breached the contract, rendering the 10% deduction arbitrary, with interest due from payment dates; the promoter countered that payment default justified cancellation and forfeiture. The Tribunal acknowledged the undisputed 01.10.2018 possession date, noting the project's incompleteness even by 04.08.2021 and OC delay until 13.12.2022. It ruled the promoter's prior failure to deliver timely construction frustrated the agreement, outweighing the allottee's default and precluding indefinite payment obligations. Thus, the order was modified to require full refund of Rs.31,21,363/- without deduction, plus prescribed RERA interest from 04.08.2021 until payment, within 90 days of order upload; non-compliance incurs Rs.5,000/- daily penalties under Section 64. The appeal was partly allowed, emphasizing promoter accountability under RERA.

APPELLANT: 1. RAKESH KAPOOR

2. POOJA KAPOOR

RESPONDENT: M/S SPLENDOR LANDBASE LIMITED.

CORAM: JUSTICE RAJAN GUPTA, DR. VIRENDER PARSHAD, SHRI DINESH SINGH CHAUHAN

ORDER DATE: 12.11.2025

Appellant Representative: Mr. Sandeep Kumar Sharma

Respondent Representative: Mr. Anjanpreet Singh

Gist: RERA appellate court set aside a 10% deduction order, granting allottees full refund with 9.80% interest from payment dates for delays in Gurugram's Splendor Epitome project, payable within 90 days or face Rs. 7,000 daily penalties.

This case concerns an appeal against the Real Estate Regulatory Authority (RERA, or "Authority1") order dated 07.07.2022, issued under Section 37 of the Real Estate

(Regulation and Development) Act, 2016. The operative directions required the respondent-promoter to deduct 10% of the sale consideration from amounts deposited by the appellant-complainant-allottees, adjust Rs. 5,80,556 already refunded, and return the balance with 9.80% per annum interest from the cancellation date of 02.08.2019 until payment. Compliance was mandated within 90 days, failing which legal consequences would apply; the complaint was disposed of and the file consigned.

The dispute arose from the "Splendor Epitome" project in Sector 62, Gurugram, where the appellants received provisional allotment of a 600 sq ft unit on 10.12.2013. Construction allegedly did not start until 05.10.2016, prompting the appellants to stop payments. The promoter issued a cancellation notice on 02.08.2019, refunding Rs. 5,80,556, but never applied for an Occupation Certificate (OC) before the complaint. The appellants sought full refund of all payments, citing delays.

After hearings, the Authority allowed a partial refund with the 10% deduction. The appellants appealed, arguing the Authority overlooked the promoter's failure to meet construction timelines and OC requirements. The appellate court agreed, noting no justification for the deduction in the impugned order, un rebutted evidence of delays, and no OC application.

The court set aside the order, allowing the appeal. It directed full refund of all amounts paid by appellants from respective payment dates, plus 9.80% interest until realization (adjusting Rs. 5,80,556). Payment is due within 90 days, with Section 64 penalties and Rs. 7,000 daily fines for delays. Copies were sent to parties, counsel, and the Authority. This ruling emphasizes RERA protections against unfounded forfeitures amid promoter delays.

APPELLANT: M/S MASCOT BUILDCON PRIVATE LIMITED

RESPONDENT: GAJENDRA SINGH

CORAM: JUSTICE RAJAN GUPTA, DR. VIRENDER PARSHAD, SHRI DINESH SINGH CHAUHAN

ORDER DATE: 18.12.2025

Appellant Representative: Mr. Gulshan Kumar

Respondent Representative: Mr. Gejender Singh

Gist: Haryana RERA Gurugram ordered promoters of Oadles Skywalk project to refund Rs. 22.24 lakh (minus prior Rs. 18.28 lakh) plus 10.85% interest to allottees for a 4+ year possession delay and unit discrepancies; Tribunal dismissed promoters' appeal upholding the order.

This case involves an appeal by promoters (appellants) against an order dated 09.04.2024 issued by the Haryana Real Estate Regulatory Authority (HARERA), Gurugram. The order directed respondent No. 2 (promoter) to refund the entire paid-up amount of Rs. 22,24,156/- received from the complainants (respondents-allottees), plus interest at 10.85% p.a. under Rule 15 of the Haryana Real Estate (Regulation and Development) Rules, 2017, from the date of each payment until realization. It deducted Rs. 18,27,517/- already refunded, granting 90 days for compliance, with legal consequences for delay. The complaint was disposed of and consigned to registry.

The project, "Oadles Skywalk" in Sector 83, Gurugram, involved allottees booking commercial unit No. F-192 (first floor, 370.5 sq. ft. super built-up area) via a Sale and Buyback Agreement (SBA) executed on 28.04.2016. Possession was due 36 months later, on 28.04.2019. However, the Occupation Certificate (OC) was granted only on 26.10.2023—a delay of over four years. Allottees paid Rs. 22,24,156/- by 26.04.2017 but, facing stalled construction, size discrepancies (measured deviations from promised dimensions), and no responses to repeated emails, sought refund via email/notice on 23.10.2020 demanding 24% interest. Unresolved, they filed a complaint on 22.01.2021, which HARERA allowed.

Appellants challenged the order, claiming allottees were defaulters for delayed payments, warranting a 10% deduction from the basic sale consideration. They argued the Authority erred in ordering full refund with interest.

Respondents countered that construction barely progressed by the due date, site visits showed minimal work, and promoters ignored queries on deviations and delays. Payments were substantial and timely relative to project status.

The Tribunal, after hearing counsels (including Mr. Gajender Singh for respondents), analyzed key facts. It noted the substantial pre-deadline payments (Rs. 22,24,156/- by 2017), unexcused four-year delay post-28.04.2019, slow construction, unit size issues, and promoters' unresponsiveness. While acknowledging appellants' payment delay claim, the Tribunal ruled it did not excuse promoters' failure to deliver possession timely under the agreement. Allottees' refund right prevailed due to promoters' defaults.

Finding no merit, the Tribunal dismissed the appeal on [date implied as post-09.04.2024]. It upheld HARERA's directions under Sections 34(f) and 37 of the Real Estate (Regulation and Development) Act, 2016, affirming refund with 10.85% interest (not 24% as claimed). The appellants' deposit of Rs. 25,83,692/- (with accrued interest) under Section 43(5) was ordered remitted to HARERA, Gurugram, for lawful disbursement to allottees. Copies were directed to parties, counsels, and the Authority for compliance.

RAJASTHAN REAL ESTATE REGULATORY AUTHORITY

COMPLAINANT: ARPITA JAIN.

RESPONDENT: AIR FORCE NAVAL HOUSING BOARD

CORAM: HON'BLE SHRI R.S. KULHARI, ADJUDICATING OFFICER

DATE: 16.10.2025

Complainant Representative: Adv. Ms. Unnati Vijay

Respondent Representative: Adv Mr. Prateek Rawat

Gist: Arpita Jain booked a flat under the Air Force Naval Housing Board's (AFNHB) welfare scheme in Jaipur, paying over Rs. 55 lakh, with possession promised by end-2017 but delayed until 2022 (completion/occupancy certificates issued later). She claimed compensation for financial loss, EMI interest, rent, missing amenities, agony,

and litigation costs. AFNHB cited JDA “stop work notice” delays and “no profit no loss” exemption. The Adjudicating Officer ruled AFNHB a promoter under Section 2(zk), liable for Section 18 delay violation, awarding Rs. 1 lakh (financial loss), Rs. 30,000 (agony), and Rs. 20,000 (litigation costs); rent and amenities claims rejected.

The case involves a complaint filed by Arpita Jain under Section 31 of the Real Estate (Regulation and Development) Act, 2016 (RERA) against the Air Force Naval Housing Board (AFNHB), which had launched a welfare housing scheme in Jaipur for serving and retired Air Force and Naval personnel on a “No Profit No Loss” basis. The complainant booked a unit in the project, paying an initial amount of Rs. 1,00,000 on 28.12.2011, followed by further payments totaling Rs. 55,06,150 through a housing loan from the State Bank of India. The initial allotment was issued in 2012 for a total consideration of Rs. 36.50 lakh, and after the scheme was relaunched in 2014 with a revised cost of Rs. 54.63 lakh, possession was agreed to be delivered by the end of 2017. Despite these payments, possession was not offered on time, and completion and occupancy certificates were only obtained on 28.10.2021 and 20.06.2022, respectively. During this period, the complainant had been paying interest and EMI on the housing loan and had also incurred rental expenses for alternate accommodation. Earlier, the complainant had filed a complaint before the RERA Authority for refund with interest, which was partly granted, allowing interest at 10.85% per annum, a decision upheld by the Real Estate Appellate Tribunal (REAT), which rejected the complainant’s appeal.

The complainant subsequently filed the present complaint seeking compensation for financial loss due to interest on the loan, mental and physical agony, cost of litigation, and alleged deficiency in services, including non-provision of promised amenities. In its defense, AFNHB contended that it is a welfare society operating on a “No Profit No Loss” basis and that the delay in completion occurred due to a “stop work notice” from the Jaipur Development Authority (JDA), resulting in a loss of 22 months, and that the project had been completed with all approvals and certificates obtained. It was further argued that any additional financial burden should be borne by all members, including the complainant, and that the interest allowed by the RERA Authority was sufficient to compensate the complainant. Regarding amenities, the respondent contended that any changes made in the building’s elevation or facilities were as per the architect’s advice and the RWA formed in 2022 is responsible for managing common areas.

Upon examination, the Adjudicating Officer held that AFNHB qualifies as a “promoter” under Section 2(zk) of RERA, as clarified in the judgments of the Madras High Court and Allahabad High Court, and is therefore liable to comply with RERA obligations. It was noted that possession was not delivered by the agreed date of end-2017, and the delay violated Section 18 of RERA, entitling the complainant to compensation. The officer considered factors such as financial loss, mental and physical agony, loss of opportunity, and litigation costs under Section 72. The interest allowed by RERA (10.85%) was lower than the effective interest paid by the complainant on a compoundable basis (~11.35%), leading to an apparent financial loss. However, claims for rent and amenities were rejected due to lack of specific proof. Ultimately, the tribunal awarded Rs. 1,00,000 as compensation for financial loss, Rs. 30,000 for mental and physical agony, and Rs. 20,000 as litigation cost, with compliance to be made within 45 days, failing which interest at 6% per annum would accrue on the awarded amount. No relief was granted regarding the amenities or rent,

and the complaint was allowed against the respondent AFNHB alone, while no relief was granted for any other parties.

COMPLAINANT: HARJOT SINGH

RESPONDENT: 1. JAIPUR DEVELOPMENT AUTHORITY

2. JAIPUR METRO RAIL CORPORATION LIMITED

CORAM: HON'BLE SHRI R.S. KULHARI, ADJUDICATING OFFICER

DATE: 06.11.2025

Complainant Representative: 1. Adv. Mr. Nikhil Yadav

2. Adv. Mr. Tushar Sharma

3. Adv. Ms. Surbhi Vyas

Respondent Representative: .Adv. Mr. Puyush Ganguly

Gist: Harjot Singh purchased a residential plot in “Metro Enclave” through a JDA auction and paid the full consideration by 27.09.2020. However, possession and execution of the sale deed were delayed until November 2022, despite repeated requests, resulting in financial loss and mental stress. Since project rights had been transferred to JDA under a revised MOU, Respondent No. 2 (Jaipur Metro Rail Corporation) was not held liable. The Adjudicating Officer held that JDA, as the promoter under Section 2(zk) of RERA, violated Section 18 due to the delay and directed it to pay compensation of Rs. 10 lakh for financial loss and Rs. 50,000 towards mental agony and litigation costs, with no relief against Respondent No. 2.

The case involves a complaint filed by Harjot Singh under Section 31 of the Real Estate (Regulation and Development) Act, 2016 (RERA) read with Rule 36 of the RERA Rules, 2017, seeking compensation for the delayed delivery of a residential plot in the project “Metro Enclave” developed jointly by Jaipur Development Authority (JDA) and Jaipur Metro Rail Corporation Limited (JMRCL). The complainant participated in the auction held on 23.01.2020 and was declared the highest bidder for plot No. 11 at Rs. 74,89,020/-, after which he received a demand letter dated 05.02.2020 and a revised demand letter on 07.09.2020. The complainant availed a loan from Indian Overseas Bank and paid the full sale consideration to the JDA on 27.09.2020, as per the demand letter. Despite full payment, the possession and issuance of patta were not delivered promptly. The complainant sent several reminders, including letters dated 16.04.2021 and 04.07.2022 seeking possession and interest on the deposited amount, but no response was received. Consequently, the complainant filed the present complaint seeking interest at 15% per annum for the delayed period, compensation for mental and physical agony, and litigation costs. A parallel complaint was also filed before the RERA Authority for direction regarding possession and patta, during which the JDA eventually issued the patta on 25.11.2022 and executed the sale deed on 30.11.2022, leading the RERA Authority to dismiss that complaint as “settled.”

Respondent No. 2, JMRCL, appeared in the proceedings and clarified that the revised MOU dated 28.09.2022 transferred all project rights and liabilities to JDA, while respondent No. 1 JDA did not initially appear and was proceeded ex-parte, though later the ex-parte order was recalled. In its defense, JDA argued that it had issued possession in compliance with the applicable legal framework and that the complainant failed to demonstrate actual loss. Both respondents contended that the project was executed on a “No Profit No Loss” basis, highlighting its welfare objective, and that inter-se settlement delays contributed to the late possession. The complainant, however, argued that full payment was made as per demand

letters, yet possession was delayed by over two years, causing financial loss due to loan interest and deprivation of the plot's use, as well as mental stress and litigation expenses.

Upon careful consideration, the Adjudicating Officer held that JDA qualifies as a "promoter" under Section 2(zk) of the RERA Act, and the provisions of RERA apply irrespective of whether the promoter is a government body or a welfare organization. Respondent No. 2, JMRCL, was held not liable, as all rights and responsibilities had been transferred to JDA. The officer observed that the possession was delayed by approximately 22 months beyond the receipt of full payment, violating Section 18 of RERA, and entitling the complainant to compensation under Section 72. While the complainant would benefit from the appreciation in the plot's value, financial loss was assessed based on the actual interest paid on the loan, estimated at 9% per annum, yielding a lump sum compensation of Rs. 10 lakh. Additionally, Rs. 50,000 was awarded for mental and physical agony, deficiency in service, and litigation costs, taking a balanced approach to ensure neither party was unduly enriched or prejudiced. No relief was granted against respondent No. 2. The total compensation of Rs. 10,50,000 was to be paid within 45 days, failing which interest at 6% per annum would accrue. The order ensures compliance with RERA obligations while balancing the interests of both the promoter and the allottee.

COMPLAINANT: PRAVIN KUMAR,
RESPONDENT: HINDUSTAN FIBRES LTD.,
CORAM: HON'BLE SHRI R.S. KULHARI
DATE: 11.11.2025

Complainant Representative: Mr. Pravin Kumar,
 Respondent Representative: Mr. Yogesh Sharma,

Gist: In RAJ-RERA-C-O-2024-7244 (11.11.2025), Pravin Kumar sought Rs. 14 lakhs from Hindustan Fibres Ltd. for 20-month delay in Tower-G flat G-504 under HFL-Presidency Estates. Originally booked Tower-C (2015, subvention), consensually shifted in 2021; possession on 13.08.2023, deed on 12.04.2024. He bore EMIs, claiming losses. Officer held Section 18 violation and awarded Rs. 5 lakhs (Rs. 4 lakhs loss + Rs. 1 lakh agony/costs) with 6% interest if unpaid in 45 days.

In Rajasthan RERA complaint RAJ-RERA-C-O-2024-7244, adjudicated by Officer R.S. Kulhari on November 11, 2025, Pravin Kumar (self-represented) claimed Rs. 14 lakhs compensation (Rs. 8 lakhs opportunity cost, Rs. 5 lakhs deficiency in service, Rs. 1 lakh litigation costs) from Hindustan Fibres Ltd. (via Advocate Yogesh Sharma) under Section 31 of the RERA Act for delays in the HFL-Presidency Estates project. He booked a Tower-C flat in 2015 under a subvention scheme (promoter to pay pre-EMIs via buyer loan), made payments on various dates, but Tower-C stalled due to force majeure; on January 12, 2021, it transferred (with wife's consent on his behalf) to ready Tower-G flat G-504 (total Rs. 40,27,515, same scheme), promised "ready for possession soon" (implying Feb-Mar 2021). Possession handed over August 13, 2023 (20 months late), sale deed executed April 12, 2024; promoter issued credit notes (total Rs. 6,63,690 earlier adjusted, plus Rs. 1,46,790 on Mar 17, 2024, and Rs. 88,800 on Apr 9, 2024), but Pravin paid Rs. 6,35,694 EMIs from Jan 2022-July 2023 after promoter stopped mid-2019, netting Rs. 4,88,904 unreimbursed loss (Rs. 6.35 lakhs minus Rs. 2.35 lakhs recent credits).

Respondent admitted delays (COVID, raw materials, policies, buyer payments) but argued consensual transfer resolved disputes, no objections at possession/deed, no cause survives post-completion. Pravin's rejoinder stressed promoter's obligation till possession, broken assurances (2019/2021 delivery), compelling acceptance of alternate flat. The Officer held Tower-C issues moot post-substitution (no coercion evidence, wife's acceptance), limiting scope to Tower-G terms; 20-month delay unexcused despite "completed" claim, violating Section 18; post-possession/deed claims valid (no settlement waiver in documents, legal rights persist); rejoinder elaborative/admissible (not new facts).

Compensation factored financial loss (proved Rs. 4 lakhs net EMIs, as property appreciates unlike refunds), plus mental/physical agony/litigation costs (Rs. 1 lakh); rejected higher unproven claims. Directed Rs. 5 lakhs total within 45 days, else 6% p.a. interest; order uploaded, sent via post, file consigned. This highlights RERA's focus on proven losses in substituted units under subvention schemes, promoter accountability for delays post-transfer, and allottee rights despite acceptance

COMPLAINANT: NEERU GUPTA & OTHERS

RESPONDENT: ADINATH PROPERTIES PVT. LTD.

CORAM: HON'BLE MEMBER: SUDHIR KUMAR SHARMA

DATE: 11.11.2025

Complainant Representative: Adv. Kumari Anju

Respondent Representative: Adv. Disha Bohra

Gist The complainants booked units in the “Terra City” project and sought refund with interest alleging delay, incomplete work, and lack of approvals even after taking possession years earlier. The promoter objected, arguing that the project was exempt from RERA under earlier final orders because a completion certificate had been issued prior to the Act becoming applicable. The Authority noted that possession had already been taken, that the complaints were filed belatedly, and that key allegations were unsupported by documents. Since the exemption issue was already conclusively decided, the Authority held it lacked jurisdiction. The complaints were dismissed with liberty to approach another appropriate forum.

The complainant filed a complaint under Section 31 of the Real Estate (Regulation and Development) Act, 2016 before the Rajasthan Real Estate Regulatory Authority regarding the project titled “Raksha Residency,” alleging that the project was being developed without registration under RERA and that various activities such as advertisement, marketing, and sale were being carried out in violation of the Act. The matter came up for hearing, where the respondent’s counsel argued that the Authority lacked jurisdiction to entertain the complaint because the Authority had already, in a prior suo-moto proceeding against the same promoter, passed a detailed order dated 28.07.2025, categorically holding that the said project fell under the exemption category provided under Section 3(2)(a) of the Act, and therefore was not liable for registration under RERA.

On this basis, the respondent sought dismissal of the complaint as barred by an existing final decision on the same issue. The complainant’s counsel did not dispute the existence of the earlier suo-moto order but contended that he intended to place additional material on record to show that the project was still ongoing and therefore not eligible for exemption, relying

on advertisements, brochures, legal notices, and even an office order dated 08.03.2022 issued by the Authority, to demonstrate that material development and commercial activity continued.

The Authority took these documents on record; however, the respondent argued that such materials were irrelevant as the issue of exemption had already attained finality, and in any case, RERA lacked the power to review its own orders. After hearing both sides and examining the record, the Authority observed that the exemption question had already been determined in the earlier suo-moto matter after full adjudication and issuance of a reasoned final order. Since the suo-moto order had conclusively held that the project was exempted from registration under Section 3(2)(a) of the Act, no further adjudication on the complaint was required.

The Authority emphasized that it could not sit in review over its own earlier decision, particularly when the complainant's submissions effectively sought reconsideration of an already settled jurisdictional issue. In view of this, the Authority held that the complaint was not maintainable and dismissed the same. However, while disposing of the proceedings, the Authority clarified that the complainant was not left remediless and would be at liberty to seek relief before an appropriate forum, if so advised, for any claims or grievances that may fall outside the scope of RERA or that could be adjudicated elsewhere. The complaint was accordingly dismissed for want of jurisdiction, with no further directions on merit.

COMPLAINANT: RAJENDRA AGRAWAL

RESPONDENT: MODEST INFRA LTD.

CORAM: HON'BLE MEMBER SMT. RASHMI GUPTA

ORDER DATE: 26.11.2025

Complainant Representative: Advocate Rajendra Agrawal

Respondent Representative: Advocate Rubal Tholia

Gist: In Rajasthan RERA complaint RAJ-RERA-C-N-2023-6344, Rajendra Agrawal booked flat C-709 in Modest Infra Ltd.'s Green Meadows project (RAJP2017200) on July 11, 2015, paying Rs. 1,98,848 (exactly 10% of Rs. 19,88,481 total under subvention scheme), but received neither possession nor an Agreement for Sale despite follow-ups. The developer claimed the payment was below 10%, alleged default on dues justifying forfeiture, and cited a partial completion certificate for Tower-C dated May 27, 2022, seeking dismissal. Agrawal's rejoinder denied default and confirmed compliance. On November 26, 2025, Member Smt. Rashmi Gupta allowed the complaint, noting no completion certificate on record or RERA portal, un rebutted total consideration, and absent sale agreement, directing refund of Rs. 1,98,848 plus 10.90% p.a. interest (SBI MCLR 8.90% + 2%) from deposit dates (excluding moratorium) within 45 days of portal upload, with compliance report due 15 days thereafter.

In the Rajasthan Real Estate Regulatory Authority (RERA) complaint numbered RAJ-RERA-C-N-2023-6344, adjudicated by Hon'ble Member Smt. Rashmi Gupta in Jaipur on November 26, 2025, complainant Rajendra Agrawal, represented by his advocate via video conference, pursued action against respondent Modest Infra Ltd., represented by Advocate

Rubal Tholia, under Section 31 of the Real Estate (Regulation and Development) Act, 2016, concerning delays in the Green Meadows group housing project registered as RAJP2017200. The core grievance stemmed from Agrawal's booking of flat No. C-709 on July 11, 2015, where he paid Rs. 1,98,848 as the booking amount—precisely 10% of the total sale consideration of Rs. 19,88,481 under the developer's subvention scheme—yet possession was never handed over, no formal unit allotment occurred, and crucially, no Agreement for Sale (ATS) was executed despite his consistent follow-ups with the developer.

Agrawal sought a full refund of his payment along with interest for the prolonged delay. In defense, Modest Infra Ltd. argued that the Rs. 1,98,848 payment constituted less than 10% of the total consideration, claimed Agrawal defaulted on subsequent installment dues thereby justifying forfeiture of the booking amount, and asserted that a partial Completion Certificate for Tower-C had been obtained on May 27, 2022, warranting dismissal of the complaint. Agrawal filed a detailed rejoinder controverting these claims, reaffirming the payment aligned exactly with the 10% threshold per the subvention scheme, denying any default on his part, and emphasizing the developer's unilateral failure to proceed with ATS execution or possession handover.

Both parties' counsel reiterated their averments during arguments before the Authority. Upon perusing the records, hearing submissions, and scrutinizing evidence, the Authority observed that the respondent failed to produce or upload the alleged Completion Certificate on the RERA web portal or annex it to pleadings, rendering the claim unsubstantiated; the complainant's stated total sale consideration of Rs. 19,88,481 went unrebutted; the 10% payment was verified against the total; and the absence of an executed ATS critically undermined the developer's position, entitling Agrawal to relief in light of the project's ongoing status.

Accordingly, the complaint was allowed in full: Modest Infra Ltd. was directed to refund Rs. 1,98,848 plus simple interest at 10.90% per annum (calculated as the highest Marginal Cost of Funds based Lending Rate [MCLR] of State Bank of India at 8.90% plus 2%) from the respective dates of each deposit, excluding any applicable moratorium period, until actual realization by the complainant. Compliance was mandated within 45 days from the order's upload on the RERA portal, followed by submission of a compliance report to the Authority within 15 days thereafter; the order was to be uploaded on the portal, circulated to all concerned parties, placed on file, with the case removed from the cause list and consigned to records. This ruling underscores RERA's emphasis on promoter accountability for executing agreements and timely possession, particularly when only booking amounts are paid per promotional schemes without further buyer default.

COMPLAINANT: SHEELA SHRIVASTAV

RESPONDENT: RAKSHA REALTECH PVT. LTD. & ORS.

CORAM:HON'BLE MEMBER: SUDHIR KUMAR SHARMA

DATE: 27.11.2025

Complainant Representative: Adv. Arpit Jain

Respondent Representative: Adv. Anurag Jain

Gist: In this case, the complainant alleged that the project “Raksha Residency” was unregistered under RERA, but the respondent contended that the Authority had already, in a prior suo-moto order dated 28.07.2025, held that the project fell under the exemption category under Section 3(2)(a) and therefore did not require registration. Although the complainant sought to submit additional documents to show that the project was still ongoing, the Authority noted that it could not review its earlier order on the same issue. Since the exemption finding was already concluded, no further adjudication on the complaint was required. Accordingly, the complaint was dismissed for want of jurisdiction, with liberty to approach an appropriate forum for relief.

The matter titled Sheela Shrivastav vs. Raksha Realtech Pvt. Ltd. & Ors. (Complaint No. RAJ-RERA-C-N-2023-6787) came before the Rajasthan Real Estate Regulatory Authority, Jaipur, wherein the complainant invoked Section 31 of the Real Estate (Regulation and Development) Act, 2016 alleging that the project “Raksha Residency,” developed by the respondent promoter, was not registered with the Authority despite being an ongoing real estate project. At the hearing held on 27.11.2025, counsel for the respondent submitted that the Authority had already adjudicated the issue of registration in a previous suo-moto proceeding titled Suo-Moto vs. Raksha Realtech Pvt. Ltd., and by its order dated 28.07.2025 had categorically held that the said project was exempt from registration in terms of Section 3(2)(a) of the Act, meaning that it was deemed to be completed or otherwise falling within the statutory exemption from the obligation to register.

On that basis, the respondent argued that the present complaint was not maintainable and ought to be dismissed for want of jurisdiction since the Authority had already decided the central point in issue. The complainant’s counsel, however, contended that notwithstanding the earlier suo-moto adjudication, the complainant wished to place additional material on record to show that the project was still ongoing and therefore not exempt, including advertisements, brochures, legal notices, and certain Rajasthan RERA office orders dated 08.03.2022, thereby suggesting that the project continued to be marketed and construction activities were still being carried out.

These documents were duly taken on record; however, the respondent countered that such submissions were irrelevant because the Authority lacked the power to review or reconsider its earlier decision on the same issue, and that permitting the present complaint to proceed would effectively amount to a review of the finalized suo-moto order. After hearing both sides and perusing the records, the Authority observed that the previous decision dated 28.07.2025 had conclusively determined that “Raksha Residency” was exempt from registration under Section 3(2)(a), and therefore the issue stood settled. Since the complaint was essentially premised on the allegation of non-registration, and given that the Authority could not reopen or review its own order in such manner, further adjudication would be futile.

The Authority therefore dismissed the complaint, holding that no cause survived for consideration in view of the exemption already recognized. However, while dismissing the complaint, the Authority preserved the complainant’s liberty to approach an appropriate forum for any relief deemed necessary, indicating that the dismissal was not on merits of any personal grievance but solely on the question of regulatory jurisdiction under the RERA Act. Thus, the ruling clarifies that once jurisdictional facts concerning project registration

are conclusively determined in a suo-moto proceeding, subsequent complaints raising identical issues cannot be entertained by the Authority as it is not vested with review powers.

COMPLAINANT: NITESH JAIN,

RESPONDENT: ARG CG DEVELOPERS LLP..

CORAM: HON'BLE MEMBER: SUDHIR KUMAR SHARMA

DATE: 18.12.2025

Complainant Representative: Adv. Arpit Jain

Respondent Representative: Adv. Prashant Daga

Gist: Nitesh Jain complained against ARG CG Developers LLP (RERA case RAJ-RERA-C-N-2023-6318) for delayed possession of Flat 117, Block 3 in ARG Ananta project (RAJP2017054), booked in 2016 for Rs. 22 lakhs. Promised within 36 months from 2017 agreement and RERA deadline 31.12.2020 (extended to 2021), possession occurred via sale deed on 17.05.2024 after full payment, despite project lapses. Authority allowed interest claim under Section 18 at 10.80% p.a. on Rs. 13.58 lakhs from 01.01.2022 to 17.05.2024, plus on later payments, rejecting builder's payment delay defense (order 18.12.2025)

In the Rajasthan Real Estate Regulatory Authority (RERA) complaint RAJ-RERA-C-N-2023-6318, complainant Nitesh Jain from Jaipur challenged ARG CG Developers LLP over delayed possession of Flat No. 117 in Block 3 of the ARG Ananta project (RERA registration RAJP2017054), located at Sector 17, Pratap Nagar, Sanganer, Tonk Road, Rajasthan. Jain booked the unit in 2016, paying Rs. 1.1 lakhs initially and Rs. 2.2 lakhs in February 2017, totaling Rs. 3.3 lakhs before the Agreement for Sale (ATS) on 14.03.2017 for Rs. 22 lakhs total consideration; he then secured a home loan from Axis Bank, with a Tripartite Agreement executed on 17.10.2017, disbursing Rs. 19.13 lakhs by 2023, though installment 7 was partially halted due to incomplete construction per the linked payment plan.

The ATS Clause 4 promised possession within 36 months from project approval, aligning with RERA's initial completion date of 31.12.2020; the developer secured two extensions, including a force majeure one to 31.12.2021, but the project lapsed repeatedly in 2023, bearing ongoing loan and rent burdens on Jain, who had a prior premature complaint (RAJ-RERA-C-N-2020-3934) dismissed on 06.04.2021.

Initially filed on 25.09.2024 seeking refund with interest from deposit dates, Jain amended via application on 27.05.2025 (post-sale deed on 17.05.2024) to claim interest under Section 18 from 01.01.2022 (post-last extension) to possession date, retaining the flat; the developer countered on 25.06.2025 that the complaint was unmaintainable, citing payment delays, ignored possession offer on 30.12.2023, full payment only at sale deed execution, and Clause 15 superseding prior agreements, plus completion certificate on 09.12.2022 and OC in April 2024, demanding dismissal with costs.

During hearings before Member Sudhir Kumar Sharma, Jain's counsel highlighted project lapses, no fixed ATS possession date, and bank halt, while developer's counsel stressed buyer defaults and clause extinguishment; the Authority took judicial notice of the project's "COMPLETED OC ISSUED" status, allowed amendment as sale deed pendency doesn't

bar Section 18 rights (not waived explicitly), and ruled no discretion in mandatory interest. Per Schedule-4 Part-B of the sale deed, Rs. 13.58 lakhs paid by 01.01.2022 attracts interest from then to 17.05.2024; Rs. 3.5 lakhs (08.02.2022), Rs. 1.57 lakhs (04.01.2023) from respective dates to 17.05.2024; Rs. 2.86 lakhs (15.05.2024) and Rs. 47,800 (17.05.2024) exempted; at prescribed rate (SBI MCLR 8.80% + 2% = 10.80% p.a.), payable within 45 days of 18.12.2025 order, no costs awarded, complaint allowed.

COMPLAINANT: THE LOVE HOMES LLP

RESPONDENT: MADAN LAL

CORAM: HON'BLE MEMBER: SUDHIR KUMAR SHARMA

DATE: 18.12.2025

Complainant Representative: 1. Adv Pranjul Chopra
2. Adv Komal Suthar

Respondent Representative: None on behalf of the respondent

Gist: In this case, the promoter of a registered project sought cancellation of two allotments due to prolonged non-payment of installments by the allottees after paying only nominal booking amounts, despite repeated demand and reminder notices from 2021 to 2024. The allottees did not appear or file any reply and were proceeded ex-parte. The Authority upheld the promoter's contractual right to cancel the agreements but, applying Section 13(2) of the RERA Act read with Rule 9 and Form-G, held that only the booking amount could be forfeited. The remaining amounts paid by the allottees were ordered to be refunded. The agreements stood cancelled and the Sub-Registrar was directed to record the cancellation upon proof of refund.

The present combined complaints, bearing Nos. RAJ-RERA-C-N-2025-8118 and RAJ-RERA-C-N-2025-8131, were filed by The Love Homes LLP (promoter) under Section 31 of the Real Estate (Regulation and Development) Act, 2016 before the Rajasthan Real Estate Regulatory Authority in relation to the registered project "Love Homes Marwar Phase-II" (Registration No. RAJ/P/2019/1115), seeking formal cancellation of two Agreements for Sale executed on 15.10.2020 in respect of Unit Nos. 403 and 407 in Tower-K, on account of prolonged payment defaults by the respondent-allottees. The promoter asserted that the total agreed sale consideration for the units was Rs. 20,56,166/- and Rs. 20,56,491/- respectively and that the allottees had only paid Rs. 2,01,101/- and Rs. 2,00,000/- inclusive of Rs. 1,00,000/- booking amounts deposited on 27.07.2020 and subsequent amounts paid in October 2020, but thereafter no payments were made towards the installment schedule. The promoter issued several demand letters starting 12.01.2021, followed by reminders on 17.02.2021, 10.11.2021, 05.03.2022, and further notices in 2023 and 2024, culminating in cancellation notices dated 27.03.2024 and 16.05.2024, and a pre-cancellation notice dated 23.01.2025 affording seven days' time to cure the default.

Despite these opportunities, the allottees remained non-responsive. On 07.03.2025, the promoter issued final cancellation letters and invoked the Authority's jurisdiction seeking validation of cancellation pursuant to Clause 12.2 of the Agreements for Sale, which contractually entitled cancellation in the event of extreme or prolonged default. Although multiple hearing notices dated 15.05.2025, 21.05.2025, and 12.08.2025 were served, neither respondent appeared nor filed reply; therefore, the Authority proceeded ex-parte. During

final arguments, the promoter reiterated the sequence of default and its contractual entitlement to cancel.

After considering the material, the Authority observed that natural justice requirements were satisfied since the promoter had followed a consistent, time-bound and documented process for recovery and cancellation and had afforded sufficient opportunities. However, the Authority further noted that the project was a RERA-registered project and therefore the consequences of cancellation, forfeiture and refund must be evaluated in light of Section 13(2) of the Act read with Rule 9 of the Rajasthan RERA Rules, 2017 and Form-G, which collectively impose a statutory limitation on the extent of forfeiture permissible upon allottee default.

Applying these provisions, the Authority accepted the promoter's cancellation but held that only the booking amount could be forfeited. Accordingly, in Complaint No. 2025-8118, the promoter was permitted to forfeit Rs. 1,00,000/- and directed to refund Rs. 1,01,101/-; and in Complaint No. 2025-8131, Rs. 1,00,000/- was allowed to be forfeited and Rs. 1,00,000/- was ordered to be refunded. The Agreements for Sale dated 15.10.2020 were declared cancelled, and the Authority directed that upon proof of refund, the Registry would transmit the order to the Sub-Registrar for recording cancellation of the registered Agreements. No order as to costs was passed, compliance was mandated within 45 days, and the complaints were disposed of and removed from the cause list.

COMPLAINANT: SHRI RAM BIYANI & ORS.

RESPONDENT: 1. DANARAM & BHANWAR LAL

2. AADHAR PRIME REAL HOMES

CORAM: HON'BLE MEMBER: SUDHIR KUMAR SHARMA

DATE: 18.12.2025

Complainant Representative: Adv. Twinkle Lalwani

Respondent Representative: Adv. Prashant Daga

Gist: In these three clubbed complaints concerning the unregistered project "Terra City," the allottees sought refund with interest alleging inordinate delay, lack of basic amenities, and forcible/deceitful possession without completion/occupancy certificates. The promoter objected on maintainability and jurisdiction, relying on prior RERA orders (30.06.2021, 09.09.2021 & 28.08.2023) holding the project exempt from RERA registration. The Authority noted that the complainants had already taken possession long back and raised the dispute only in 2023, rendering the complaints an afterthought without supporting evidence of forcible possession. It further held that the issue of project registration stood conclusively settled earlier and the Authority thus lacked jurisdiction. All three complaints were dismissed, with liberty to pursue remedies before other appropriate fora.

The present matter comprises three clubbed complaints filed by allottees of the "Terra City" project seeking refund of their deposited amounts along with interest and compensation, alleging that even after receiving possession years earlier, the project was incomplete, lacking basic civic amenities and statutory approvals, and that possession had been taken under coercive circumstances; they contended that electricity and water connections were makeshift, roads and infrastructure remained unfinished, and no completion or occupancy

certificate existed, thereby constituting a continuing breach entitling them to exit and refund under the RERA framework.

The promoter strongly opposed maintainability and jurisdiction by arguing that the project stood exempt from RERA registration pursuant to earlier final orders of the Authority dated 30.06.2021 and 09.09.2021, followed by a clarificatory order dated 28.08.2023, wherein it was conclusively held that a valid completion certificate existed prior to the commencement of the Act and therefore the Authority could not exercise regulatory or adjudicatory powers over the project; the promoter asserted that the present complaints were an attempt to reopen a settled issue in collateral proceedings.

The Authority examined the rival positions and first noted that the complainants had admittedly accepted possession long back and continued to remain in occupation without initiating timely proceedings, and that no contemporaneous documentary evidence was produced to substantiate allegations of forcible possession or fraud, rendering the complaints belated and largely unsupported. It was further held that the centerpiece of the complainants' claim—namely that the project was unregistered and incomplete—directly conflicted with the prior conclusive findings of exemption and completion already affirmed by reasoned orders, and that the matter could not be re-agitated before the Authority at the execution or complaint stage.

Applying the principle of finality, the Authority reiterated that once the exemption issue had attained finality, it lacked jurisdiction to entertain refund or interest claims premised on violations of RERA provisions, since such claims presuppose regulatory jurisdiction under the Act. While the Authority did not enter into factual adjudication on alleged deficiencies due to the jurisdictional bar, it expressly recorded that the existence of post-possession disputes or consumer grievances could be pursued in an alternate and appropriate forum. The Authority therefore dismissed all three complaints as not maintainable for lack of jurisdiction, while observing that the complainants were at liberty to seek remedies elsewhere in accordance with law.

Overall, the decision underscores that exemption and completion certificate findings under RERA, once finalized, create a jurisdictional barrier for subsequent complaints seeking refund or interest premised on violations of RERA obligations, particularly when possession has been taken and no continuing contractual or statutory breach can be adjudicated within the RERA framework.

COMPLAINANT: SUKHJEET KAUR

RESPONDENT: 1 RADHA KRISHNA BUILD TECH PVT. LTD.

2. SMT. GAYTRI SETHI

3. SHRI CHIRAG SETHI

4. SMT. SAKSHI SETHI

5. SHRI SUBASH GUPTA

6. SHRI SURESH KUMAR SETHI

7. SMT GAYTRI SETHI AND ORS.

CORAM: HON'BLE SHRI R.S. KULHARI, ADJUDICATING OFFICER

DATE: 23.12.2025

Complainant Representative: Adv. Mr. Yogesh Sharma,

Respondent Representative: 1. Adv. Mr. Pravesh Ramola, on behalf of the respondent No.1.
2. Adv. Mr. Rohit Tantia, Advocate on behalf of the respondent Nos. 2 to 7

Gist: The complaints concerned the “Terra City” project, where allottees sought refund with interest alleging delay, lack of amenities, and coercive possession without completion/occupancy certificates. The promoter opposed maintainability, arguing that the project stood finally held exempt from RERA registration in earlier orders, and that possession was voluntarily taken years ago. The Authority noted the complaints were filed belatedly and lacked supporting evidence for allegations such as forcible possession or fraud. Since the exemption and jurisdiction questions were already conclusively adjudicated earlier, the Authority held it could not reopen the matter. Consequently, all complaints were dismissed with liberty to approach other competent fora.

The present matter involves three connected complaints filed by allottees of the “Terra City” residential project seeking refund of amounts paid along with interest on the grounds of alleged inordinate delay, non-completion of promised amenities, non-provision of mandatory approvals such as completion/occupancy certificates, and alleged coercive or deceitful handing over of possession. The complainants asserted that despite paying substantial consideration long back, the promoter failed to complete the project within the timeline represented at the time of booking and that what was handed over as “possession” was merely symbolic, lacking habitability features and basic municipal utilities.

The promoter contested maintainability, primarily arguing that the project is not subject to RERA as it had already been held to be exempt from registration on account of pre-RERA completion certificate in earlier proceedings concluded finally on 30.06.2021, 09.09.2021 and 28.08.2023, and therefore any attempt by the complainants to indirectly reopen the registration issue is barred. The promoter further contended that possession was voluntarily accepted long ago, that the complaints were filed belatedly as an afterthought, and that no documentary evidence supported the claims of coercion, fraud, or absence of completion documentation.

The Authority examined the earlier proceedings and noted that the exemption question had attained finality and could not be reopened in collateral complaints seeking refund under the guise of non-completion, as doing so would undermine the conclusiveness of its prior orders. It also took note that the complainants had admittedly taken possession years earlier and continued to occupy or enjoy the units without contemporaneous protest, thereby weakening the claim that possession was either forcible or fraudulent. The Authority further observed that essential allegations, such as lack of completion or occupancy certificate, absence of basic amenities, or ongoing construction, were not substantiated by supporting documents such as municipal notices, correspondence, photographs, or survey reports, even though the burden of proof lay on the complainants.

The belated timing of the complaints, filed only in 2023 despite possession being delivered years earlier, was considered indicative of an afterthought remedy rather than a live grievance contemporaneously pursued. On these cumulative considerations, the Authority concluded that since the project was already held exempt from RERA registration, the Authority lacked jurisdiction to entertain or grant refund relief premised on violation of obligations arising under the Act.

It held that the complaints were not maintainable, dismissed them, and clarified that the dismissal would not bar the complainants from seeking remedies before alternative competent fora such as consumer courts or civil courts, should they be advised to do so. Overall, the decision underscores two themes: (i) that jurisdictional questions settled in prior proceedings cannot be revisited indirectly; and (ii) belated complaints unsupported by evidence and inconsistent with earlier conduct are unlikely to succeed before the Authority.

COMPLAINANT: 1. DEVENDRA JAIN.

2. SALONI JAIN.

RESPONDENT: 1. RISHI BUILD DEVELOPERS PVT LTD.

2. NAND KISHORE VERMA

3. VIMLA DEVI

CORAM: HON'BLE SHRI R.S. KULHARI, ADJUDICATING OFFICER

DATE: 30.12.2025

Complainant Representative: Adv. Mr. Yogesh Sharma,

Respondent Representative: 1. CA Praneti Agarwal, for Respondent no. 1.

2. None present for respondent no. 2 & 3.

Gist: The complainants booked two flats in “Rishi Marvella,” paid over 90% of the price through loans, and alleged delay, non-delivery of possession promised for March 2018, non-payment of assured EMIs/rentals, and consequent financial and mental loss. The promoter denied receipt of part of the money, claimed higher EMI payments, and attributed delay to Covid-19, arguing the project was later completed with extension. The RERA Authority, in a parallel refund complaint, held the ₹6 lakh booking amount was paid and only ₹4.35 lakh was proved as EMI reimbursement, and ordered refund with interest @10.90% p.a. The Adjudicating Officer held Section 18 was violated, rejected the Covid defence as possession was due pre-Covid, and applied restitution principles. The promoter was ordered to pay an additional 1% p.a. interest as compensation plus ₹2,00,000 for deficiency/opportunity loss/mental agony and ₹20,000 litigation cost, with no liability on landowners.

In this complaint under Section 31 of the Real Estate (Regulation and Development) Act, 2016 read with Rule 36 of the Rajasthan RERA Rules, the complainants Devendra Jain and Saloni Jain sought compensation against the promoter Rishi Build Developers Pvt. Ltd. in relation to two units (Flats 702 and 603) booked in 2017 in the RERA-registered project “Rishi Marvella” at Jaipur. Each flat was priced at Rs. 26.25 lakh, of which Rs. 6 lakh (Rs. 3 lakh per flat) was paid at booking on 10.07.2017, followed by agreement for sale dated 19.07.2017, and subsequent loan disbursements from HDFC Bank, taking the total deposit to Rs. 47.25 lakh (Rs. 23.62 lakh per flat).

The complainants alleged that possession was contractually and commercially assured for March 2018 based on the project timeline uploaded on the RERA Portal, and that over 90 percent consideration had been paid; however, possession was never offered and no completion or occupancy certificate was issued at that stage. They further alleged that the promoter had assured Rs. 13,000 per month per unit as rental income and had agreed to bear EMIs, but had paid only Rs. 26,000 per month for nine months up to May 2018, after which all payments stopped. Compensation was sought for interest on deposits, deficiency in service, EMIs paid by them, and mental/physical agony.

The promoter, while not disputing booking and agreement, denied receiving Rs. 6 lakh and claimed to have received only Rs. 41.25 lakh, further asserting that Covid-19 caused delay and that an extension up to 31.03.2022 had been granted by Rajasthan RERA, after which completion certificate was obtained on 30.03.2022. Respondents 2 and 3 (landowners) remained absent. In a connected refund complaint (No. 2024-7072), Rajasthan RERA had already adjudicated core factual disputes and held that the Rs. 6 lakh booking amount was indeed paid and that only Rs. 4.35 lakh, not Rs. 7.12 lakh, stood proved as EMI reimbursements, ordering refund of Rs. 42.90 lakh with interest at State Bank of India highest marginal cost-based lending rate (10.90 percent p.a. simple) as per Section 18, excluding moratorium. Relying on the earlier findings and applying Section 18 read with Section 72, the Adjudicating Officer rejected the promoter's defence, holding that Covid-19 could not explain a delay for possession contractually due in March 2018 and that mere extension by the Authority does not dilute allottees' statutory rights.

Applying the Supreme Court's restitution principles in *Experion Developers Pvt. Ltd. v. Sushma Ashok Shiroor* (2022), the Adjudicating Officer compared bank loan interest (compounding between 8.90–10.75 percent p.a.) with the simple interest granted (10.90 percent), finding a differential financial loss of about 1 percent to the complainants even after statutory refund interest. Accordingly, compensation was awarded at an additional 1 percent p.a. on deposited amounts until payment, plus Rs. 2,00,000 towards deficiency in service, lost opportunity, and mental agony, and Rs. 20,000 as litigation cost, with 45 days for compliance and default interest at 6 percent. No relief was granted against landowners, who were held non-promoters in the transaction.

ASSAM REAL ESTATE REGULATORY AUTHORITY

COMPLAINANT: SHRI B. K. MISHRA.

RESPONDENT: M/S. S M ENGINEERS & DEVELOPERS.

CORAM: BINOD KUMAR CHETRI, AJS (RETIRED)

DATE: 20.11.2025

Complainant Representative: In Person

Respondent Representative: Shri Vishal Poddar (Partner)

Gist: The appellant sought condonation of a delay of 511 days in filing the appeal under Section 44(2) of the RERA Act, 2016, stating that insufficient funds prevented timely payment of statutory fees and that they were unnecessarily impleaded despite having no active role in the project. The authority held that financial constraints do not constitute a sufficient cause for condonation and that delay must be justified with due diligence and bona fide reasons. As the appellant failed to meet this threshold, the application for condonation was rejected and the appeal was dismissed as time-barred.

The present complaint arises from a complaint dated 22.10.2024 filed by Shri Binay Kumar Mishra against M/s S.M. Engineers and Developers, a partnership firm comprising Shri Umesh Beria, Shri Sandip Agarwal and Shri Vishal Poddar. The complainant had entered into an agreement in November 2021 for purchase of a 3BHK flat priced at Rs. 93 Lakhs, bearing Flat No. B-101 on the first floor of the project titled "Aashi KRB Green", a G+9 residential apartment located at Rupnagar, Guwahati. It was alleged that the promoter had

carved out 15 servant quarters from 30 available parking slots and sold them at Rs. 6 Lakhs per unit while the remaining parking slots were sold at Rs. 4 Lakhs per slot, which, according to the complainant, amounted to violation of Rule 36 of the Assam Apartment (Construction and Transfer of Ownership) Act, 2006. The complainant further alleged that despite having lodged representation before the society office bearers on 16.09.2024, no parking was allotted and no response was received. The complainant also referred to an earlier complaint moved before GMC in 2022 which had resulted in removal of certain illegal sheds yet no refunds were made to affected flat owners.

It was further alleged that although possession was taken in November 2023, the promoter refused to execute the sale deed notwithstanding the fact that occupancy certificate had been obtained on 14.06.2022. The complainant alleged deviations from the sanctioned plan in the form of extended balconies and terraces in multiple flats and stated that nearly 90% of the rooftop area of Blocks A and B had been sold to private parties and that a space initially earmarked for badminton court had been converted into a 4BHK apartment. According to the complainant, servant quarters were impractically allotted on the ground floor without adequate facilities such as water, cooking space or toilet and a first-floor servant quarter should have been allotted. It was also contended that the construction was made up to G+10 despite NOC having been issued for G+9 and that several promised amenities including intercom, jogging track, badminton court, wall distempering and paver block works remained unfulfilled.

In reply dated 10.08.2025, the respondent contended that the complainant had misused his official position as Additional DGP to file multiple complaints before GMC, GMDA, GST authorities, police authorities and consumer fora and that he was indulging in multiplicity of proceedings. The respondent pointed out that an earlier complaint, being Complaint No. RERA/Assam/COM/2022/26 filed by the same complainant on 01.08.2022, had already been adjudicated by the Authority on 08.02.2024 and further carried in Appeal No. 14/2024 before the Appellate Tribunal which was disposed of on 27.09.2024. It was submitted that pursuant thereto, the sale deed had been executed and registered on 24.12.2024 and that a sum of Rs. 3,64,000/- remained unpaid by the complainant in terms of the Appellate Tribunal's direction. The respondent therefore argued that the present complaint was barred by res judicata, constituted abuse of process and was substantially a repetition of allegations already decided.

The complainant, in his submissions, maintained allegations of illegal sale of parking slots and servant quarters, unauthorized sale of roof terrace area and common spaces, poor workmanship, non-fulfilment of amenities, and violation of Rule 36 of the 2006 Act. The respondent, however, asserted that all construction was carried out in accordance with approved plans and NOCs, that parking charges had been duly addressed in the registered sale deed, that the open space earmarked for badminton court was converted into a garden area at the request of flat owners, that no common areas had been sold, and that the complainant had forcibly occupied certain spaces in the building. It was also contended that no contractual entitlement existed for allotment of a first-floor servant quarter.

The record of the earlier complaint reflects allegations concerning shortfall in carpet area measurement, non-execution of sale deed, delay in issuance of occupancy certificate, GST disputes, rooftop construction, violations of sanctioned plan and excess pricing. After exchange of pleadings and joint inspection by GMC, GMDA and RERA officials, the Authority had passed order dated 08.02.2024 directing joint measurement, recalculation of price, refund of Rs. 13,52,000/- charged towards balcony/outer wall/parking components, rectification of agreement, review of price based on promised standard of a premium fully-furnished flat, verification of GST computation, verification of alleged violations by GMC and provision of amenities under Section 12. The Appellate Tribunal, while deciding Appeal No. 14/2024 on 27.09.2024, noted the aforesaid background and addressed issues relating to execution of sale deed, excess charging, rooftop construction, parking sheds and statutory compliance which, according to the respondent, renders the present complaint repetitive.

COMPLAINANT: MD. SOHRAB ALI & ANR..

RESPONDENT: M/S GUWAHATI CONSTRUCTION.

CORAM: MR. P. K. BORTHAKUR, CHAIRMAN, RERA, ASSAM.

DATE: 22.11.2025

Complainant Representative: Adv. Md. Fahad Faridi

Respondent Representative: 1. Adv. Mr. Siddharth Saucheti

2. Adv Mr. Uddeepan Goswami

Gist: The complainant entered into an agreement for sale dated 30.12.2020 for a 3rd-floor flat at Rs. 32 Lakh and paid Rs. 25.5 Lakh, of which Rs. 16 Lakh was refunded, leaving an undisputed balance of Rs. 9.5 Lakh. He also claimed Rs. 32,000 paid toward GST and interest at 24%, which the promoter contested, citing delays not attributable to him. The promoter argued that construction was delayed due to a civil suit and injunction by a third party, but the project later received an Occupancy Certificate on 25.02.2025. The Adjudicating Officer directed the promoter to refund Rs. 9.5 Lakh within one month, submit a detailed affidavit regarding the civil suit and injunction, and clarified that interest and GST issues will be decided later. The matter is fixed for further hearing on 10.02.2026, while compensation claims for inconvenience must be pursued separately.

The present matter involves a complaint filed by the allottee, whose advocate is Md. Fahad Faridi, against the promoter regarding the delay in handing over possession of a flat. The complainant had entered into an agreement for sale with the promoter dated December 30, 2020, for flat/unit no. "A" on the 3rd floor of Block No. D, measuring approximately 1,411 square feet of super built-up area, at a total consideration of Rs. 32,00,000. The agreement was rectified twice subsequently, on November 23, 2021, and May 24, 2023, without any change in the total consideration. Out of the total consideration, the complainant had paid Rs. 25,50,000 in multiple instalments. Due to the delay in possession, the complainant demanded a refund of the amounts paid. The promoter returned Rs. 16,00,000, leaving a balance of Rs. 9,50,000 as undisputed, which the respondent agreed to refund. In addition, the complainant sought reimbursement of Rs. 32,000 paid on his behalf toward GST, which the promoter contested, stating that the amount had been remitted to the government and was not refundable.

The complainant also claimed interest at 24% per annum from the date of execution of the agreement of sale until realization. The Adjudicating Officer observed that under the RERA Act, the applicable rate of interest is the SBI Marginal Cost of Lending Rate (MCLR) plus two percent, and not the 24% specified in the agreement. Since the complainant had not provided a detailed calculation of interest or a certified claim, he was granted liberty to submit his claim for interest in accordance with the RERA Act, duly certified by a Chartered Accountant. The respondent opposed the interest claim, arguing that the delay in handing over possession was not attributable to him, and therefore, he should not be held liable. The question of promoter's liability for interest due to the delayed possession will be determined at a later stage.

The complainant also prayed for Rs. 10,00,000 as compensation for inconvenience, financial loss, and additional expenses incurred due to the delayed completion of the flat. However, the Adjudicating Officer noted that the matter of compensation falls within the separate jurisdiction of the Adjudicating Officer of RERA, and as such, the claim could not be considered in the present proceedings. The complainant may pursue a separate compensation claim before the Adjudicating Officer if so desired.

The promoter's counsel contended that the delay in construction was caused by a civil suit filed by a third party on December 1, 2021, claiming rights over the project land, which resulted in an injunction that halted construction. The promoter highlighted that the project had subsequently received an Occupancy Certificate dated February 25, 2025. However, questions were raised regarding the issuance of the RERA registration certificate on April 6, 2023, valid from December 12, 2021, to April 1, 2023, despite the civil suit and injunction being in place. It was unclear whether the promoter had disclosed the pendency of the civil suit and the injunction to the RERA Authority during the registration process. Additionally, when asked about how the project was completed and the Occupancy Certificate obtained despite the injunction, the promoter's counsel admitted to being unaware and indicated that further instructions from his client were required.

In view of the above, the promoter was directed to submit a detailed affidavit addressing the civil suit, the injunction issued by the Civil Court, and whether these facts were disclosed to the RERA Authority while applying for the registration certificate. The promoter was further directed to refund the undisputed balance of Rs. 9,50,000 to the complainant within one month. The issue concerning the GST amount of Rs. 32,000 will be addressed at the next hearing. The RERA Registrar was instructed to examine the project registration file to ascertain whether the promoter had disclosed the pendency of the civil suit regarding the title of the project land at the time of registration. The matter was scheduled for further hearing on February 10, 2026, to consider these submissions and any further claims by the complainant, including interest and GST reimbursement.

This case highlights the procedural and substantive complexities arising from delayed possession, partial refund disputes, compliance with RERA registration obligations, and the need for transparency in disclosing third-party litigation affecting real estate projects. The directions issued aim to ensure that undisputed amounts are refunded promptly while allowing the parties to address contested issues in subsequent proceedings.

COMPLAINANT: SHRI SURAJYOTI HAZARIKA
RESPONDENT: M/S DHS CONSTRUCTION
SHRIDIPJYOTI BORA
CORAM: S.N. SARMA, ADJUDICATING OFFICER
DATE: 09.12.2025

Complainant Representative: Shri Surajyoti Hazarika
 Respondent Representative: None

Gist: Shri Surajit Hazarika filed a complaint against M/S DHS Construction for failing to provide a lift, forcing him to rent a nearby apartment for his ailing parents from June 2021 to February 2024. He incurred rent of Rs. 5,02,157 and maintenance charges of Rs. 99,000, totaling Rs. 6,01,157. The earlier RERA order directed the promoter to install a lift, generator, firefighting equipment, and obtain the occupancy certificate. The respondent failed to appear, and the case proceeded ex parte, with the complainant's claims supported by rent agreements and bank statements. The Adjudicating Officer awarded Rs. 6,41,157 including rent, maintenance, Rs. 30,000 for mental agony, and Rs. 10,000 litigation cost, with 9% interest for delayed payment.

The present complaint before the Adjudicating Officer of the Real Estate Regulatory Authority, Assam, was filed by Shri Surajit Hazarika against M/S DHS Construction, a partnership firm represented by Shri Dipjyoti Bora, initially registered as RERA/ASSAM/ADJ/2025/05. The complainant approached the Authority seeking compensation due to the respondent's failure to provide essential facilities in his flat, specifically a lift, which made it impossible for him to bring his ailing parents to his 4th-floor apartment as the ground floor was reserved for parking. During the COVID-19 pandemic, this compelled the complainant to shift his parents to a nearby apartment at "Swasteeek Siddhi," for which he paid monthly rent that initially amounted to Rs. 12,000 and later increased to Rs. 16,537 per month, in addition to a maintenance charge of Rs. 3,000 per month over a period of 33 months. The complainant substantiated his claim with rent agreements and bank statements covering the period from June 2021 to February 2024, totaling Rs. 502,157 for rent and Rs. 99,000 for maintenance, resulting in an overall claim of Rs. 601,157.

Prior to filing the present complaint, Shri Surajit Hazarika had obtained a favorable order from the RERA Authority in case number RERA/ASSAM/COM/2024/07, dated April 24, 2025, which directed the respondent to provide basic facilities, including installation of a lift, generator, and firefighting equipment within two months, and also advised the promoter to take necessary steps for obtaining the occupancy certificate. The RERA order further suggested that the complainant could approach the Adjudicating Officer to seek compensation for the additional costs incurred due to the non-provision of these facilities. Following this, the complainant filed the present compensation petition in Form N, seeking reimbursement for the rent and maintenance charges he had incurred as a direct consequence of the promoter's default.

The Adjudicating Officer noted that despite service of notice, the respondent Shri Dipjyoti Bora failed to appear, and therefore, the proceedings were conducted ex parte. During the hearing, the complainant reiterated that the absence of a lift in his flat compelled him to keep his parents in a rented apartment for nearly three years, resulting in substantial financial burden. Documentary evidence, including three rent agreements executed on June 1, 2021, May 1, 2022, and April 15, 2023, along with bank statements confirming rent payments, was submitted and remained uncontested due to the respondent's absence. Although the complainant could not provide direct documentation for maintenance charges, the Authority accepted his claim on the general principle that tenants or flat holders are obliged to pay such charges in addition to rent, and that these were not included in the rent agreements.

The Adjudicating Officer evaluated the case under the provisions of Sections 11(4) and 18(3) of the Real Estate (Regulation and Development) Act, 2016. Section 18(3) provides that a promoter is liable to pay compensation to an allottee if the promoter fails to fulfill any obligations under the Act, rules, regulations, or terms of the sale agreement. In this case, it was established that the respondent failed to install a lift and obtain the occupancy certificate, thereby neglecting contractual and statutory obligations. Section 72 of the Act, which provides guiding factors for adjudging compensation, was applied to ensure that the award was fair and just, taking into account the loss suffered, absence of facilities, and mental anguish experienced by the complainant.

After a detailed scrutiny of the evidence, the Adjudicating Officer held that the complainant was entitled to compensation for the rent amounting to Rs. 502,157, maintenance charges of Rs. 33,000, an additional Rs. 30,000 for mental agony and suffering, and Rs. 10,000 towards litigation costs. The total compensation was thus fixed at Rs. 641,157, to be paid by the respondent within 45 days, failing which interest at 9% per annum would accrue from the due date until realization. The complaint was accordingly disposed of, with the respondent being held fully liable for the financial loss and inconvenience caused due to non-provision of the agreed facilities.

HIMACHAL PRADESH REAL ESTATE REGULATORY AUTHORITY

COMPLAINANT: 1. SH. RAJESH SACHDEVA

2. SMT. ASHA SACHDEVA

RESPONDENT: SH. RAJDEEP SHARMA

CORAM: MEMBERS

DATE; 22.11.2025

Complainant Representative: Sh.Rajesh Sachdeva.

Respondent Representative: None for respondent

Gist: Sh. Rajesh Sachdeva and Smt. Asha Sachdeva filed a complaint against M/s Rajdeep & Co. Infra Pvt. Ltd. for failing to deliver possession of Flat No. D-302, 3-BHK Duplex in "Kasauli Paraiso" despite full payment of Rs. 44,00,000/- as per the Agreement dated 28.12.2021. Possession was due on 30.04.2022 with a three-month grace period, but the developer delayed delivery, gave false assurances, and refused to rectify discrepancies in the unit size. The developer raised jurisdictional objections citing an arbitration clause and blamed delays on NGT orders affecting map approvals, but failed to substantiate these claims or appear for hearings. The

Authority held that H.P. RERA has jurisdiction, confirmed receipt of full payment, found the developer in breach, and recognized the complainants' right to interest for delayed possession under Section 18. Consequently, the complaint was allowed, directing immediate possession, interest at 10.85% per annum on Rs. 44,16,748/- until possession, a penalty of Rs. 15 lakh, and liberty to approach the Adjudicating Officer for further compensation.

The present complaint was filed by Sh. Rajesh Sachdeva and Smt. Asha Sachdeva, senior citizens and permanent residents of Park Belles, Dehradun, against M/s Rajdeep & Company Infra Pvt. Ltd., represented by Sh. Rajdeep Sharma, the developer of the "Kasauli Paraiso" project in Tehsil Kasauli, District Solan, Himachal Pradesh. The complainants entered into an Agreement for Sale dated 28.12.2021 to purchase Residential Unit No. D-302, a 3-BHK duplex with an attic in Tower-D of the project, for a total consideration of Rs. 44,00,000/-, of which Rs. 21,00,000/- was paid through cheque and the remaining Rs. 23,16,748/- was to be adjusted against rent payable by the respondent for a property leased by the complainants in New Delhi.

The developer issued an allotment letter acknowledging receipt and adjustment of the total consideration. According to the Agreement, possession of the fully constructed flat was to be handed over by 30.04.2022 with a three-month grace period; however, the respondent failed to deliver possession despite repeated reminders, emails, and assurances, including a meeting on 20.04.2024 in which possession was promised by 30.05.2024. The complainants alleged that despite full payment and contractual obligations, the developer made false claims about their financial difficulties, repeatedly suggested cancellation and refund despite no such request from the complainants, and failed to rectify discrepancies in the unit size, initially promised as approximately 1920 sq. ft. but later offered as 960 sq. ft., indicating breach of agreement and misrepresentation.

The respondent opposed the complaint, claiming that the complainants had no cause of action, lacked locus standi, approached the Authority with unclean hands, and relied on Clause 34 of the Agreement, which provided for arbitration in Chandigarh under the Arbitration and Conciliation Act, 1996, as a mechanism to resolve disputes. The respondent also attributed the delay in possession to orders passed by the National Green Tribunal affecting map approvals and alleged that the complainants had sought cancellation due to financial difficulties. However, the respondent failed to substantiate any of these claims with documentary evidence or appear for multiple hearings despite repeated opportunities, thereby frustrating the proceedings.

The Authority examined the pleadings, documents, and communications submitted by the complainants, including the Agreement, Allotment Letter, and TDS statements reflecting adjustment of rent towards the sale consideration. It was held that the Authority has jurisdiction under the H.P. Real Estate (Regulation and Development) Act, 2016, as the complainants are lawful allottees and aggrieved persons entitled to relief. The full payment of Rs. 44,00,000/- was confirmed, and the respondent was found to be in clear breach of contractual obligations for failing to hand over possession within the stipulated period. The Authority rejected the respondent's claims regarding arbitration, regulatory delays, and alleged cancellation requests, noting that the project was duly sanctioned and registered, and that no evidence of NGT orders affecting the project was produced. Consequently, the complaint was allowed, and the respondent was directed to hand over lawful and peaceful possession of Unit No. D-302 immediately. The Authority further directed the respondent to pay interest at 10.85% per annum on Rs. 44,16,748/- for each month of delay from

30.04.2022 until possession is delivered, and imposed a penalty of Rs. 15 lakh under Sections 11(4)(a) and 18(1)(a) of the Act for non-compliance. The complainants were also granted the liberty to approach the Adjudicating Officer for further compensation under Section 71 of the Act. The order underscores the developer's liability for deficiency in service, breach of agreement, and the Authority's power to enforce possession, interest, and penalty under RERA to protect consumer rights.

COMPLAINANT: 1.MRS. SUPRABHA KUMARI MOHAN SINGH.

2. MR. UDIT JAI BHUTANI

RESPONDENT: M/S RAJDEEP AND COMPANY INFRASTRUCTURE PRIVATE LIMITED

CORAM: CHAIRPERSON AND MEMBERS

DATE; 06.12.2025

Complainant Representative: Sh. Udit Jai Bhutani

Respondent Representative: Sh. Rishi Kaushal.

Gist: Mrs. Suprabha Kumari Mohan Singh and Mr. Udit Jai Bhutani filed a complaint against M/s Rajdeep & Company Infrastructure Pvt. Ltd. for misrepresentation in the Agreement for Sale of 1 BHK Flat No. 301, Tower H/Block-8, Mashobra Hills, Shimla, alleging incorrect details of unit size and floor, which caused rejection of a home loan from Bank of Baroda. The complainants sought cancellation of the booking and a full refund of Rs. 7,01,000/-. The respondent argued that the complainants' loan rejection was due to the bank's independent valuation, issued an allotment letter with clear cancellation terms, and the complaint was filed after 91 days of allotment, entitling the promoter to forfeit the booking amount. The Authority found no documentary proof of misrepresentation by the promoter, observed that the loan rejection was unrelated to the promoter's actions, and noted that the cancellation occurred after 90 days of allotment. Accordingly, the Authority held that the promoter did not default under the agreement or RERA provisions and dismissed the complaint, upholding the forfeiture of the booking amount.

The complaint before the Himachal Pradesh Real Estate Regulatory Authority was filed by Mrs. Suprabha Kumari Mohan Singh and Mr. Udit Jai Bhutani against M/s Rajdeep & Company Infrastructure Pvt. Ltd., regarding the booking and subsequent cancellation of a 1 BHK unit, Flat No. 301, Tower H/Block-8, Mashobra Hills, Shimla. The complainants executed an Agreement for Sale on 06.08.2024 and paid a total booking amount of Rs. 7,01,000/-.

They claimed that the agreement contained incorrect information about the unit's size and floor, which caused the rejection of their home loan application from Bank of Baroda, and alleged that the respondent's demand to forfeit the entire booking amount was arbitrary and unjustified. They sought cancellation of the booking and a full refund with interest. The respondent filed a detailed reply, contending that the complainants had no cause of action and were attempting to evade contractual obligations. It was stated that the allotment letter dated 23.07.2024 clearly outlined cancellation terms, specifying that requests made after 91 days from issuance would lead to forfeiture of the booking amount. The respondent asserted that they had fully cooperated in facilitating the bank loan by issuing a "No Objection Certificate" and undertaking, and the loan rejection resulted from the bank's independent

valuation, unrelated to any misrepresentation by the promoter. The respondent maintained that all contractual obligations were complied with and that the complainants' claims were unsubstantiated.

The complainants, in their rejoinder, argued that the respondent misled them, delayed processing their refund, and offered only Rs. 1.5 lakh while arbitrarily forfeiting the remaining amount. They reiterated that the loan rejection was directly due to the respondent's misrepresentation and inflated valuation in the agreement. Supporting documents, including bank rejection letters, were submitted. The complainants requested a full refund along with interest and imposition of penalties on the promoter for misrepresentation and unfair trade practices. The Authority examined the relevant clauses of the Agreement for Sale and the allotment letter, including clauses relating to default, withdrawal, and refund.

It observed that the booking amount and refund policy were clearly outlined, and the cancellation request was made on 23.10.2024, i.e., after 90 days of issuance of the allotment letter. The Authority further noted that the bank's loan rejection was due to its internal valuation, which did not attribute any deficiency or misrepresentation to the promoter. The complainants failed to provide evidence of incorrect unit details affecting the loan, and the promoter had not violated any RERA provisions or contractual terms. Accordingly, the Authority concluded that the complainants were not entitled to a refund, as the booking amount forfeiture was valid under the allotment letter. No default by the promoter was established, and the complaint was dismissed in its entirety. The decision reaffirmed the binding effect of allotment letters and agreements and clarified that independent bank valuations do not create liability for the promoter in loan rejections.

COMPLAINANT: SMT. KAVITHA SASHIDHAR.

RESPONDENT: M/S ROYAL NEST FOREST VIEW DHARAMSHALA

CORAM: CHAIRPERSON AND MEMBERS

DATE: 08.12.2025

Complainant Representative: Smt. Kavitha Sashidhar.

Respondent Representative: Sh. Raj Duggal, Ld..

Gist: Smt. Kavitha Sashidhar filed a complaint against M/s Royal Nest Forest View, Dharamshala, for withholding Rs. 55,563/- after she cancelled the booking of two apartments (Flat No. 107 and 108) within 18 days of payment, despite making advance payments totaling Rs. 11,66,825/-. The respondent claimed the deduction was for GST and administrative charges, relying on an unsigned booking form and contractual clauses. The complainant argued that no formal agreement for sale or allotment letter was issued, and under RERA provisions, no deduction is permissible if cancellation occurs within 30 days of booking. The Authority observed that the respondent violated Section 11(3) of the RERA Act by not issuing an allotment letter and failed to substantiate the deduction or GST payment. Consequently, the Authority directed the respondent to refund the withheld amount with 10.85% interest and imposed a penalty of Rs. 50,000/- for statutory violations.

The complaint before the Himachal Pradesh Real Estate Regulatory Authority was filed by Smt. Kavitha Sashidhar, resident of Dharamshala, against M/s Royal Nest Forest View, Delhi NCR, regarding the booking and subsequent cancellation of two residential units in

their Dharamshala project. The complainant had booked Flat No. 107 and Flat No. 108 and paid an advance of Rs. 51,000/- on 12.02.2025, followed by NEFT payments of Rs. 6,73,875/- and Rs. 4,41,950/- on 21.02.2025, totaling Rs. 11,66,825/-. Due to domestic circumstances, she emailed the respondent on 02.03.2025 to cancel the booking and sought a full refund. The respondent refunded Rs. 11,11,262/- but withheld Rs. 55,563/-, claiming the deduction represented GST and earnest money.

The complainant contended no proof of GST payment was provided, and the deduction was legally impermissible under RERA provisions, since cancellation was requested within 30 days of booking. In its defense, the respondent argued that the complainant had requested structural and interior modifications, incurring costs of around Rs. 1,30,000/-, and that Clause 5 of the unsigned booking form allowed forfeiture of 10% of the basic sale price upon cancellation. It contended that the refund issued was in good faith, exceeding statutory obligations, and relied on the Supreme Court judgment in *Godrej Projects Development Limited v. Anil Karlekar & Ors.*, which permitted deduction of booking amounts in cancellations.

The respondent also claimed the complaint was premature and misdescribed the company name. The complainant, in her rejoinder, emphasized that no formal agreement for sale or allotment letter was ever executed, that all payments were made under pressure, and that structural or interior suggestions were only for cost estimation and not executed. She relied on the prescribed allotment letter format under RERA, which mandates full refund if cancellation occurs within 30 days of issuance of the allotment letter. Since no allotment letter was issued, the 30-day period for permissible deduction started from the booking date, making the deduction illegal.

The Authority analyzed the submissions and observed that the respondent had violated Section 11(3) of the RERA Act by failing to issue the allotment letter and provide requisite project information. The unsigned booking form and Clause 5 relied upon by the respondent lacked legal sanctity, and no documentary proof of GST payment was produced. The Authority concluded that the complainant was fully entitled to the refund of Rs. 55,563/-, as the respondent had no legal basis for withholding the amount. Accordingly, the Authority allowed the complaint, directing the respondent to refund Rs. 55,563/- with interest at 10.85% per annum within 60 days and imposed a penalty of Rs. 50,000/- under Section 61 for violation of Section 11(3). The respondent was also required to submit a compliance report within 30 days, failing which further action would be initiated under the Act. This order reinforces the mandatory compliance of RERA provisions relating to allotment letters, refund timelines, and transparency in advance payments.

MAHARASHTRA REAL ESTATE REGULATORY AUTHORITY

COMPLAINANT: 1. VIKAS RATHEE

2. JUHI VIKAS RATHEE

RESPONDENT: 1. PASHMINA REALTY PRIVATE LIMITED

2. INDIA INFOLINE FINANCE LIMITED

CORAM: MANOJ SAUNIK, CHAIRPERSON, MAHARERA

DATE: 13.11.2025

Complainant Representative: Adv. Aditya Ajgaonkar

Respondent Representative: Adv. Anwar Landge.

Gist: Vikas Rathee and Juhi Vikas Rathee sought withdrawal from the MahaRERA-registered “Pashmina Lotus” project and refund of Rs. 41,38,058/- with interest, costs, and loan reimbursement. Although the project’s completion extended from 30.09.2016 to 30.12.2021, possession and OC were never given. Respondents claimed consent to shift to “Lake Riviera,” but emails and a 2019 promoter letter proved cancellation and refund commitment. MahaRERA held no valid consent, delay established, and directed refund with interest under Section 18.

The complaint filed by Vikas Rathee and Juhi Vikas Rathee before MahaRERA concerned their allotment in the “Pashmina Lotus” project by Pashmina Realty Pvt. Ltd., registered under MahaRERA project no. P51800008883. The complainants had executed an agreement for sale dated 08.11.2013 and made payments aggregating Rs. 41,38,058/- for flat no. 802. The project’s original completion date was 30.09.2016, subsequently revised to 30.12.2021, but neither possession nor occupancy certificate was provided to the allottees. The complainants sought to withdraw from the project under Section 18 of the RERA Act, claiming refund of the amounts paid along with interest, legal costs, and repayment of loans disbursed by India Infoline Finance Ltd. (respondent no. 2) on their behalf.

The respondents, Pashmina Realty, contended that the complaint was not maintainable, alleging that the complainants had consented to shift to an alternate project, “Lake Riviera,” and had thereby waived their right to refund. They relied on an earlier MahaRERA order in *Bhagwan Wadhvani vs. Pashmina Realty* and claimed that the agreement for sale for “Pashmina Lotus” was novated to the new project, absolving the promoter of liability. The respondents also argued that repayment of the loan to respondent no. 2 fell under civil court jurisdiction, as they were not party to the financial arrangement. The complainants rebutted, providing documentary evidence rejecting the alternate project option via emails dated 15.02.2016, 26.04.2016, 06.12.2016, and 10.05.2017.

They emphasized that the promoter, through a letter dated 24.06.2019, had acknowledged the cancellation of their allotment, attached a calculation sheet, and undertook to refund the amounts paid and clear dues of the financial lender by 14.09.2019. Despite this, no refund was processed, and possession remained undelivered. The complainants clarified that the funds from respondent no. 2 were part of the consideration for the flat, not a loan to the promoter, and hence within MahaRERA’s jurisdiction for relief. MahaRERA, after reviewing submissions, emails, correspondence, and the promoter’s acknowledgment of cancellation and refund obligation, observed that the complainants had not consented to the alternate project and that the promoter failed to deliver possession or refund amounts paid.

It was noted that delay in possession and absence of occupancy certificate caused hardship to the complainants. Consequently, MahaRERA concluded that the complaint is maintainable under Section 18 of the RERA Act, entitling the complainants to seek refund with interest. The final order affirmed maintainability of the complaint and left costs unaltered. This case underscores that promoters cannot evade refund liability under Section 18 even when alternate projects are proposed, unless the allottee explicitly consents, and emphasizes the binding effect of formal acknowledgments of cancellation and refund obligations.

COMPLAINANT: KUNAL VISHNU SAWANT

RESPONDENT: MR NIMISH SHAH, LOTUS LAXMINARAYAN HOMES & PARTNERS

CORAM: HON'BLE MEMBER ,SHRI. MAHESH PATHAK

DATE: 04.12.2025

Complainant Representative: The complainants appeared in person

Respondent Representative: Ld. Adv. Vinay Rawat

Gist: Six homebuyers of “Hari Residency Phase I” (Vasai, Palghar) approached MahaRERA against the promoter for delay, seeking possession with OC, interest for delay, compensation, stopping extra charges, and proper society formation. The promoter objected, saying the buyers already filed consumer cases and delays were due to COVID, labour and financial issues, with majority consent for extension. Buyers replied that RERA remedies differ from consumer claims and promised no double recovery. MahaRERA held both forums can proceed, noted absence of OC, and ruled the RERA cases maintainable for adjudication.

Six allottees, including Kunal Vishnu Sawant, Prashant Ramrao Pawar, Pramod Hiran Patil, Mukeshkumar Amarpal Mishra, Pramod Madhukar Bhoir, and Sakshi Gautam Mohite, filed complaints before MahaRERA against Mr. Nimish Shah and Lotus Laxminarayan Homes concerning delay in possession of their flats in the project “Hari Residency Phase I” (MahaRERA Registration No. P99000015966) in Vasai, Palghar. The complaints were filed between 18 and 22 July 2024 and subsequently clubbed for hearing, as they pertained to the same project.

The complainants sought directions to the promoter for handing over possession along with valid Occupancy Certificates (OCs), payment of interest for delay in possession, compensation for inconvenience, rectification of construction quality, prevention of unlawful charges, and transparent participation of all allottees in society formation. The respondents submitted replies on 08-09-2025, raising a preliminary objection that the complaints were not maintainable because the complainants had already filed consumer cases before the State Consumer Dispute Redressal Commission in March 2025 seeking similar reliefs.

They claimed that possession delays were due to unforeseen circumstances including COVID-19, labour and material shortages, health issues of partners, and freezing of funds in PMC Bank. They stated that over 51% of allottees, including five of the six complainants, had consented to an extension of the completion date to 31-12-2027. The respondents also denied allegations of excess GST, area discrepancies, and unfair charges, and argued that certain claims were vague or defective. The complainants countered the maintainability objection, explaining that they had initially filed these complaints before MahaRERA and only later approached the Consumer Forum for additional and distinct reliefs such as mental agony, rent/EMI, and GST refunds. They submitted affidavits and undertakings ensuring no double recovery or overlapping claims, and highlighted that possession without OC is unlawful as per Supreme Court guidance in Newtech Promoters (2021).

They emphasized that RERA reliefs are regulatory in nature, whereas consumer forum claims are compensatory, and submitted a comparative table clarifying which forum addresses which claim. MahaRERA noted that the RERA complaints were filed earlier, between 18-22 July 2024, while the consumer complaints were filed in February 2025. The Authority observed that remedies under RERA and the Consumer Protection Act are concurrent and not mutually exclusive, and that pendency of consumer complaints does not divest MahaRERA's jurisdiction.

It also highlighted that the RERA complaints address regulatory issues such as delay in possession, area shortfall, lawful possession, and prevention of illegal demands, particularly when no OC has been issued for Wing A of the project. Accordingly, MahaRERA rejected the preliminary objection of maintainability raised by the respondents and held that these complaints are maintainable under Section 31 of RERA. The Authority directed that the complaints proceed to adjudication on merits and scheduled the final hearing for 17-12-2025, directing both parties to file additional written submissions before the next date of hearing.

This case highlights that filing of parallel consumer complaints does not bar RERA proceedings, provided claims are distinct and parties undertake not to seek duplicate recovery, reaffirming the concurrent jurisdiction and regulatory role of MahaRERA in ensuring timely possession, proper documentation, and protection of allottees' rights.

COMPLAINANT: MANTRA INSIGNIA ABCDE PREMISES CSL

RESPONDENT: MANTRA INSIGNIA LLP

CORAM: SHRI. RAVINDRA DESHPANDE

DATE: 05.12.2025

Complainant Representative: Adv. Makarand Paradkar

Respondent Representative: Adv. Nilesh Borate

Gist The complainant, Mantra Insignia ABCDE Premises CSL, filed an interim application before MahaRERA seeking to restrain the promoter, Mantra Insignia LLP, from carrying out construction within the complainant society's premises and from creating third-party interests over common areas, including parking spaces, during the pendency of the complaint. The complainant alleged that ongoing construction could lead to multiplicity of litigation and submitted photographs to support their claim. The respondent denied all allegations, asserting that the construction is lawful, fully sanctioned, compliant with municipal, environmental, and planning regulations, and that the complainant's claims lacked evidence, statutory approvals, or prima facie merit. MahaRERA observed that the dispute primarily relates to ownership, use of common areas, alleged encroachments, and inter-member society issues, which fall outside its jurisdiction. Considering the absence of prima facie illegality, imminent harm, or irreparable loss, the Authority rejected the interim application and noted that the complainant should approach the appropriate forum for such disputes.

Mantra Insignia ABCDE Premises CSL filed an interim application before MahaRERA seeking an order to immediately halt construction activities being carried out by Mantra Insignia LLP within the premises of the complainant society. The complainant contended that the ongoing construction, including proposed use of common areas as open or semi-covered parking, would result in multiplicity of litigation, unauthorized creation of third-

party interests, and potential harm to the society members. The complainant requested directions to restrain construction, prevent sale or encumbrance of common areas, and sought police intervention if necessary.

Photographs of the site were annexed to substantiate the claims. The respondent, Mantra Insignia LLP, filed a detailed reply denying all allegations as false, frivolous, and vexatious. The respondent asserted that the construction is lawful, within the scope of sanctioned permissions, and compliant with all municipal, environmental, and planning regulations. They disputed the authenticity of the photographs submitted and alleged misuse of common areas by society members for unauthorized commercial activities. The respondent argued that the application was intended to harass and obstruct lawful development, and prayed for dismissal with costs. An additional reply emphasized that the complainant failed to produce credible evidence showing illegality, urgency, or imminent harm, which are essential for granting ad-interim relief. MahaRERA considered the submissions and material on record.

The Authority noted that the dispute primarily concerns ownership and use of common areas, alleged encroachments, and inter-member disagreements within the society. These issues are civil or commercial in nature and fall outside the limited regulatory jurisdiction of MahaRERA under the RERA Act. The Authority observed that the complainant had not produced any statutory orders or approvals indicating that the ongoing construction is unauthorized, nor any evidence showing immediate or irreparable harm. The complainant also failed to demonstrate a prima facie case or balance of convenience in their favor. Accordingly, MahaRERA held that the application sought to convert civil/commercial disputes into a RERA matter without jurisdictional basis.

Granting an interim halt on construction, in the absence of evidence of illegality or imminent harm, would cause disproportionate hardship to the respondent. The Authority concluded that the complainant must approach an appropriate forum for the issues raised regarding ownership, use, or encroachment of common areas. In view of the above, MahaRERA rejected the interim application and ordered costs in the cause. This case reinforces that MahaRERA's jurisdiction is confined to regulatory issues under the RERA Act, and interim reliefs cannot be granted for disputes primarily involving civil ownership, inter-member society conflicts, or alleged misuse of common areas without prima facie evidence of illegality or imminent harm.

COMPLAINANT: KISHOR NARSING KAMATH

RESPONDENT: POONAM LIFESTYLE

CORAM: SHRI. MAHESH PATHAK

DATE: 08.12.2025

Complainant Representative: The complainant appeared in person

Respondent Representative: Mr. Sumit Jain

Gist The complainant, Kishor Narsing Kamath, filed a complaint before MahaRERA seeking refund of the amount paid for a flat in the Poonam Park project along with interest and compensation, due to delay in possession beyond the agreed date of March 2013. The respondent, Poonam Lifestyle, opposed the complaint, citing multiple legal impediments including attachments of the project and personal assets under the MPID Act, pending criminal proceedings, and delays in approvals and occupancy certificates caused by authorities. The respondent sought either stay of the

complaint or its transfer to the Sessions Court, Palghar, claiming exclusive jurisdiction under the MPID Act for matters relating to attachments. MahaRERA observed that the pendency of parallel proceedings directly affects the complaint and that adjudication at this stage could lead to multiplicity of proceedings or conflicting directions. Since the complainant did not file any rejoinder disputing these claims, MahaRERA adjourned the complaint sine die, allowing either party to seek revival after the final disposal of the proceedings before the Sessions Court.

Kishor Narsing Kamath filed Complaint No. CC12500011 before MahaRERA on 01-01-2025, seeking refund of amounts paid for flat No. 102 in Poonam Park, Palghar, along with interest and compensation under Section 18 of the RERA Act, citing delay in possession. The agreement for sale dated 27-09-2011 provided for possession by 31-03-2013. The complainant had paid Rs. 8,66,750 towards the flat and incurred additional charges of Rs. 53,515. The respondent, Poonam Lifestyle, contested the complaint, highlighting multiple issues that impeded possession. It explained that while the construction completion certificate (CC) was issued in 2012, delays in environmental clearance necessitated revised plans, with a fresh CC granted in 2016.

Applications for water connection and OC were delayed by authorities, and some flats were temporarily used as Covid Care Centres. The respondent also faced harassment via civil and criminal proceedings, including four FIRs and attachments under Section 7 of the MPID Act, which included project and personal properties and bank accounts. As such, the respondent claimed it was statutorily barred from refunding amounts or completing the project and requested either a stay of the proceedings or transfer of the complaint to the Sessions Court, Palghar. MahaRERA noted that multiple parallel proceedings before the Sessions Court, Palghar, and the Bombay High Court directly impacted the subject matter of the complaint.

The complainant had not filed a rejoinder opposing the respondent's claims. MahaRERA observed that adjudicating the complaint while these matters were pending could result in conflicting directions and multiplicity of proceedings. The Authority emphasized that the jurisdiction to release attachments and related matters lies exclusively with the Designated Court under the MPID Act. Considering the pendency of the parallel proceedings and the direct effect on the complaint, MahaRERA held it just and proper to adjourn the matter sine die.

The parties were granted liberty to apply for restoration or revival of the complaint upon the final disposal of the proceedings under the MPID Act or upon cessation of attachments affecting the project. This order reflects MahaRERA's approach to avoid conflict with proceedings under other statutory frameworks, particularly the MPID Act, and underscores the principle that RERA cannot adjudicate matters where jurisdiction is exclusively vested in another competent court due to statutory attachments or ongoing legal proceedings.

COMPLAINANT: TERRAZA COMPLEX CHS LTD

RESPONDENT: M/S SANSKRUTI CITY SPACE

CORAM: SHRI. RAVINDRA DESHPANDE

DATE: 11.12.2025

Complainant Representative: Adv. Shivjeet Golekar

Respondent Representative: Adv. Shashikant Kulkarni.

Gist: Terraza Complex CHS Ltd. complained before MahaRERA against M/s Sanskruti City Space for failing to remove an illegal swimming pool and fix building defects in the registered project (P52100006921). PMC had issued notices and later demolished the unauthorized pool due to inaction. The society sought defect rectification, reimbursement, a 30 kW solar installation, and Rs. 5 crore damages. MahaRERA noted the promoter had earlier agreed to these works but did not comply. With no reply to the amendment plea, MahaRERA allowed amendment to comprehensively adjudicate all reliefs.

The complaint before MahaRERA was filed by Terraza Complex CHS Ltd., through its Chairman Santosh Londhe and Mr. Ramchandra Londhe, against M/s Sanskruti City Space, represented by its partner Ramesh Patel, concerning the non-compliance in removing an illegal swimming pool and rectifying building defects in a project registered with MahaRERA (P52100006921). The complainant submitted an amendment application seeking directions to the respondent to rectify defects at their own cost within three months of filing the complaint, reimburse expenses incurred in case of default, install a 30 kW solar power generation unit at the society's premises as compensation for the loss of amenities, and pay interest at 18% per annum along with damages of Rs. 5 crore for deprivation of amenities.

The facts revealed that the Pune Municipal Corporation (PMC) had issued notices dated 03.12.2024 and 16.01.2025, directing the respondent to remove the unauthorized swimming pool and rectify other structural defects, including construction of a fire exit staircase, proper access to common ducts, and waterproofing issues. Despite these notices, the respondent failed to comply, prompting the PMC to demolish the swimming pool on 24.01.2025. Prior to this, the respondent had submitted a letter dated 04.04.2024, undertaking to remove the pool at their own cost, install a 30 kW solar power unit, and carry out necessary rectifications, which was approved by the society in a Special General Body meeting held on 20.04.2024. Nevertheless, the respondent did not execute any of these commitments.

The complainant proposed specific amendments to the complaint to reflect these developments accurately, including revising para 11 to include details of the undertaking and PMC actions, and amending prayer clauses to direct the respondent to carry out defect rectification, install the solar unit within two months, and reimburse costs for pool removal, debris clearance, and terrace waterproofing. The respondent did not file any reply or objections to the amendment application.

MahaRERA, after considering the submissions and the necessity to adjudicate the matter on merits while avoiding multiplicity of proceedings, allowed the amendment application. The complainant was permitted to amend the complaint within the scope of the application within 15 days and directed to upload the revised complaint on the MahaRERA website immediately. This procedural order ensured that the Authority could later decide the complaint comprehensively, addressing both rectification of building defects and compensation for loss of amenities due to the respondent's persistent non-compliance.

This case underscores the Authority's role in enabling complainants to amend proceedings to capture all relevant reliefs and ensuring that developers honor statutory, contractual, and municipal obligations related to building safety and amenities.

COMPLAINANT: 1.KIRTI BURAD

2.SUMIT SAJJAN BURAD

RESPONDENT: 1.MARVEL OMEGA BUILDER PVT. LTD.

2.MARVEL REALTORS AND DEVELOPERS LTD

CORAM: Hon'ble Member, Shri. Ravindra Deshpande

DATE: 16.12.2025

Complainant Representative: Adv. Sancheti

Respondent Representative: Adv. Nilesh Borate

Gist: Kirti and Sumit Burad filed a MahaRERA complaint against Marvel Omega Builders Pvt. Ltd. and Marvel Realtors and Developers Ltd. seeking refund, interest, and compensation for project delays. Respondent No. 2 sought to keep the matter in abeyance due to CIRP against Respondent No. 1 and the statutory moratorium under Section 14 of the IBC. The complainants argued proceedings could continue against Respondent No. 2 and sought a no-say order for non-reply. MahaRERA held the reliefs were tied to the corporate debtor's obligations and separate adjudication risked conflicting outcomes. It kept the matter in abeyance, rejected the no-say plea, and gave liberty to revive after insolvency concludes.

Kirti Burad and Sumit Sajjan Burad filed Complaint No. CC005000000075072 before MahaRERA against Marvel Omega Builders Pvt. Ltd. (Respondent No. 1) and Marvel Realtors and Developers Ltd. (Respondent No. 2), seeking refund, interest, and compensation due to delay in project delivery under the Real Estate (Regulation and Development) Act, 2016. The complainants alleged that the respondents failed to respond to their original and amended complaints in time and continuously delayed proceedings since 2018. The complainants also referenced previous MahaRERA proceedings, including a partly allowed complaint with interest directions, which became non-est after the Supreme Court's decision in Newtech Promoters & Developers Pvt. Ltd. vs. State of UP.

Respondent No. 2 filed an application to keep the complaint in abeyance, citing the ongoing Corporate Insolvency Resolution Process (CIRP) against Respondent No. 1, initiated by the NCLT Mumbai Bench via order dated 06.09.2024 under Section 14 of the Insolvency and Bankruptcy Code, 2016. A statutory moratorium under Section 14 prevents continuation of any proceedings against the corporate debtor. Respondent No. 2 noted that the Section 12A application, governing withdrawal of CIRP, is pending before NCLT following NCLAT directions, and continued CIRP activities are under active consideration. The complainants countered that Section 14 does not bar proceedings against non-corporate debtor entities and requested a "no-say" order for Respondent No. 2.

MahaRERA examined the submissions, noting that the complaint arises from the same project, same unit agreement, and overlapping obligations of Respondent No. 1 and Respondent No. 2. Any adjudication now on merits could directly affect liabilities of the corporate debtor under CIRP and potentially conflict with NCLT orders. The Authority recognized that while Section 14's moratorium does not automatically bar all proceedings against non-corporate entities, the reliefs sought—refund, interest, and compensation—are integrally connected to the corporate debtor's obligations and the ongoing CIRP. Separate adjudication could result in inconsistent outcomes.

Considering judicial propriety and the statutory mandate of the moratorium, MahaRERA allowed Respondent No. 2's request to keep the proceedings in abeyance and rejected the complainants' no-say application. The Authority clarified that complainants have the liberty to approach MahaRERA for adjudication after the final disposal of the insolvency proceedings against the respondents.

This order underscores MahaRERA's approach to respect ongoing CIRP proceedings, ensuring no conflict with statutory mandates under the Insolvency and Bankruptcy Code, while balancing the rights of all parties to seek relief post-resolution of corporate insolvency.

TELANGANA REAL ESTATE REGULATORY AUTHORITY

COMPLAINANT: SMT. KAMAL JAIN

RESPONDENT: 1.MANTRI DEVELOPERS PRIVATE LIMITED

2. JUBILEE HILLS LANDMARK PROJECTS PRIVATE LTD.

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

SRI K. SRINIVASA RAO, HON'BLE MEMBER

SRI LAXMI NARAYANA JANNU, HON'BLE MEMBER

DATE: 29.11.2025

Complainant Representative: Sri D. Suresh

Respondent Representative: Ms. Shireen Sethna Baria

Gist: TG-RERA order (29.11.2025, Complaint 08/2025) by Smt. Kamal Jain vs. Mantri Developers & JHLPL set aside unilateral termination of AFS for Unit D-802 (Mantri-A project). No pre-termination notices served; INR 50L refund invalid. Directed repayment for restoration, Schedule-B compliance, and promoter obligations under RERA Sections 11, 114A. Compensation deferred; revival plan sub-judice.

The Telangana Real Estate Regulatory Authority (TG-RERA) issued an order dated November 29, 2025, in Complaint No. 08/2025, filed by Smt. Kamal Jain against Mantri Developers Private Limited and Jubilee Hills Landmark Projects Private Ltd. (JHLPL) regarding Unit No. D-802 in the Mantri-A project at Sy. No. 163, Jubilee Hills, Hyderabad. The complainant, a senior citizen, alleged unilateral termination of the Agreement for Sale (AFS) dated September 13, 2018, and refund of her INR 50 lakh advance without consent, seeking injunction, damages, and penalties.

The project spans 28,303 sq. yards on land acquired via HUDA auction in 2006 by a consortium, later transferred to JHLPL. Development agreements evolved through amendments (2011-2018) with Mantri entities, shifting shares to 50:50. GHMC sanctions progressed from G+2 (2012) to G+11 floors (2021). RERA registration (P02500000549) lapsed post-September 2023 extensions due to delays from height restrictions, heritage issues, SRDP proposals, COVID-19, funding constraints, litigations, and customer defaults. Respondents secured funding from SWAMIH and Dickey Asset Management (INR 250 Cr + INR 50 Cr working capital) and proposed revival in CC No. 15/2024, listing the complainant as an allottee.

Complainant paid INR 50 lakh on October 3, 2018, for initial Unit D-502, later switched to D-802 (total consideration ~INR 4.16 Cr). She denied any "100% down payment" scheme, citing Schedule-B milestones and no construction progress by 2021 possession date.

Respondents claimed termination via June 21, 2022 notice for payment default under alleged scheme (balance ~INR 3.82 Cr due by November 2018), refunding full advance per Clause 4.1.3 without forfeiture. No prior demand notices (per Clauses 2.0, 3.2) or service proofs were produced.

TG-RERA observed mandatory pre-termination notices absent, invalidating the action under AFS terms and Sections 114A, 115 RERA. Termination addressed wrong unit (D-502), contradicted respondents' own allottee list. Promoter delays barred unilateral allottee burden. IA No. 01/2025 maintained status quo. Compensation claims deferred to Adjudicating Officer (Form N).

Authority set aside termination, directing complainant to repay INR 50 lakh to project account within 15 days for AFS restoration; respondents to reinstate allotment, adhere to Schedule-B payments linked to progress, and comply with Section 11 RERA. Interest applies for delays (Section 19(6)); penalties for non-compliance (Section 63). Revival proposal sub-judice; complaint disposed without costs.

COMPLAINANT: MRS. MAHESHWARAM PADMA

RESPONDENT: 1. M/S. BHUVANATEZA INERAPROJECTS PVT. LTD.

2. M/S. GREEN METRO INFRATECH & PROJECTS PVT. LTD.

3. M/S. TULASI CONSTRUCTIONS

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

SRI K. SRINIVASA RAO, HON'BLE MEMBER

SRI LAXMI NARAYANA JANNU, HON'BLE MEMBER

DATE: 01.12.2025

Complainant Representative: In person

Respondent Representative: Sri G.N. Satyanarayana

Gist: The complainant paid ₹27.95 lakh for a flat in the registered “Tulasi Lake Front” project based on an Agreement of Sale executed by Respondent No. 1, who misrepresented himself as promoter but lacked authority. No privity with the actual promoter was proved. Telangana RERA denied registration relief and instead ordered Respondent 1 to refund the entire amount with 10.75% interest and face penalty action.

The complaint was filed before the Telangana Real Estate Regulatory Authority by Smt. Maheshwaram Padma under Section 31 of the Real Estate (Regulation and Development) Act, 2016 seeking registration of Flat No. 202 in Block-5 of the “Tulasi Lake Front” project at Suraram Village, Medchal-Malkajgiri District. The complainant asserted that she paid the entire consideration of ₹27,95,000 on various dates towards the purchase of the flat, and also paid registration-related charges, pursuant to an Agreement of Sale dated 28 June 2021 executed with Respondent No. 1 (Bhuvanateza Infraprojects Pvt. Ltd.), who represented himself as vendor and facilitator of the sale. Despite receipt of full payment, the respondents allegedly failed to execute the registration and continued to postpone the same. She further alleged that Respondent No. 1 misrepresented that he was the promoter of the project, though the actual promoter was Respondent No. 2 (Green Metro Infratech & Projects Pvt. Ltd.), while Respondent No. 3 (Tulasi Constructions) was the developer.

The relief sought was for a direction to register the flat in her favour. Respondent No. 1 contested maintainability on the ground that he was merely an independent marketing agent

and not a registered real estate agent, and further contended that the matter was one of criminal liability since an FIR had been registered and his assets frozen. Respondent No. 2 objected to locus and maintainability on grounds of absence of privity of contract, asserting that no consideration was paid to it and that the project remained under construction with possession due in 2028, rendering the complaint premature. Respondent No. 3 similarly argued that no authorization was given to Respondent No. 1, and therefore no liability could arise against it.

The complainant, through rejoinder, refuted these objections, alleging collusion among respondents, fraudulent inducement, and unfair trade practices, while asserting that Respondent No. 1 negotiated, allotted, and received full payment for the unit. After perusing the record, the Authority first addressed maintainability, holding that Respondent No. 1's contention that he was not a registered agent could not be a defense since Section 2(zm) read with Section 9 prohibits unregistered facilitation, and failure to register does not create immunity. The Authority also noted statutory provisions treating such conduct as amounting to that of a promoter, and rejected Respondent No. 2's claim of non-involvement, observing that once a project is registered, the promoter cannot feign ignorance of marketing activity. However, on examining the evidentiary record, the Authority found that no payments, allotment documents, or authorizations linked Respondent No. 1's actions to Respondents No. 2 and 3 in the present matter, notwithstanding past cases where similar conduct led to joint liability. As every receipt and agreement emanated solely from Respondent No. 1, and no contractual or financial nexus with the promoter was shown, Respondents No. 2 and 3 could not be directed to register the flat.

On the relief sought, the Authority held that Respondent No. 1 assumed the role of promoter, executed the Agreement of Sale, collected the entire consideration, and failed to deliver possession, thus attracting Section 18(1) which entitles the allottee to refund with interest. Registration of the flat was held impracticable since Respondent No. 1 had no legal authority to convey Block-5 units. The Authority therefore directed Respondent No. 1 to refund ₹27,95,000 with interest at 10.75% per annum (SBI MCLR plus 2%) from 28 June 2021 until actual realization, within 30 days. The Authority also recorded that Respondent No. 1 had engaged in misrepresentation, unauthorized collection of funds, and unfair trade practices, directed initiation of penalty proceedings under Sections 38 and 61, and cautioned Respondents No. 2 and 3 that promoters cannot remain silent when unauthorized entities market units in their projects. The complaint was disposed without costs.

PART-II
NOTIFICATION AND CIRCULARS

RAJASTHAN REAL ESTATE REGULARITY AUTHORITY

Order no. - 1483

Date: 13/11/2025

NOTIFICATION

Subject: Submission of Responses to Objections Raised in Quarterly Progress Reports (QPR) and Annual Progress Reports (APR).

It has been observed that a number of promoters have not submitted their responses to the objections raised by the Authority on their Quarterly Progress Reports (QPR) and Annual Progress Reports (APR). In several cases, the objections are remain unattended for more than one year from the date such objections were communicated.

Non- response to such objections results in incomplete disclosure of project progress and constitutes non-compliance under the provisions of the Real Estate ((Regulation and Development) Act, 2016 and Rajasthan Real Estate (Regulations and Development) Regulations, 2024.

A. The Authority takes serious note of such prolonged non-compliance. All concerned promoters are hereby directed to submit their responses and comply with all pending objections relating to their respective QPRs and APRs within thirty (30) days from the date of issuance of this Order.

B. In case of failure to comply within the stipulated time period, the concerned QPRs and APRs shall be pulled back by Authority and rejected. Consequently, it shall be deemed that the respective QPR/APR have not been filed by the promoter, and the Authority shall proceed to initiate appropriate action under the provisions of the Real Estate (Regulation and Development) Act, 2016 and the rules and regulations made thereunder.

This bears the approval of Hon'ble Chairperson.

CHHATTISGARH REAL ESTATE REGULARITY AUTHORITY

Order no. 139/CGRERA2025/2624

Date: 14/11/2025

NOTIFICATION

Subject: Notarisation of Additional Clauses in Agreement for Sale and Mandatory Disclosure of RERA Collection Account Details Extension of Project Registration

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

1. Notarisation of Additional Clauses in Agreement for Sale

A standard format of the Agreement for Sale has been prescribed under Rule 9 of the Chhattisgarh Real Estate (Regulation and Development) Rules, 2016, as provided in Annexure-A, comprising 33 standard clauses.

If any promoter intends to incorporate additional clauses beyond those prescribed in the standard format, such additional clauses shall be duly notarized by the competent Revenue Authority before execution of the Agreement for Sale and before submission to CG-RERA for project registration.

Furthermore, in any specific case, if the Agreement for Sale with any particular allottee requires inclusion of any additional clause not mentioned at the time of project registration, the same shall also be duly notarized and submitted to the Authority for record and compliance.

2. Disclosure of RERA Collection Account Details

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

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

MAHARASHTRA REAL ESTATE REGULARITY AUTHORITY

Order no. – 50/2025

Date: 18/11/2025

NOTIFICATION

Subject: In the matter of execution and registration of documents by a fit and proper person appointed by the Authority.

Whereas, the Hon'ble Division Bench, Bombay High Court, vide judgement dated 06.10.2025, in Writ Petition (L) No. 18256 of 2025, has directed that upon default in compliance of the orders concerning execution of documents, a fit and proper person of the Authority shall be appointed to execute and register such documents with specific directions to the concerned Registrar of Assurances to register the same.

Now therefore, in compliance with the aforesaid judgement dated 06.10.2025, the Authority hereby prescribes the following Standard Operating Procedure:

1. In complaints filed seeking orders to direct the respondent (promoter or allottee) to execute and register an Agreement for Sale or Deed of Cancellation ("the said document"), a fit and proper person of the Authority shall be appointed to execute and register the said document upon default by the respondent. The order shall specifically direct the Registrar of Assurances concerned to register the said document executed by the appointed fit and proper person.
2. The above procedure shall apply to pending non-compliance applications awaiting hearing and final disposal.

This Circular shall come in force with immediate effect.

MAHARASHTRA REAL ESTATE REGULARITY AUTHORITY

Order no. – 51/2025

Date: 18/11/2025

NOTIFICATION

Subject: In the matter of recovery of interest or penalty or compensation ordered to be paid in the complaints filed under Section 31 of the Real Estate (Regulation and Development) Act, 2016.

Whereas, Sub-section (1) of Section 40 of the Act¹ read with Rule 3 of the Rules² enables, empowers and authorizes the Authority or the Adjudicating Officer as the case may be, to recover from a promoter or an allottee or a real estate agent, as the case may be, any interest or penalty or compensation as may be imposed in the same manner as is applicable in respect of land revenue as provided under the Maharashtra Land Revenue Code, 1966.

Whereas, Sub-section (2) of Section 40 of the Act read with Rule 4 of the Rules enables, empowers and authorizes the Authority or the Adjudicating Officer as the case may be, to enforce its orders or directions issued or passed by it in the same manner as if it were a decree or order made by the principal civil court of original jurisdiction in a suit.

And whereas, the Hon'ble Division Bench, Bombay High Court, in its order dated 06.10.2025, in Writ Petition No. 3565 of 2025, has held that execution of the orders passed by the Authority in matters concerning recovery of interest or penalty or compensation should be undertaken and carried out in the same manner as if such orders were a decree or order made by the principal civil court of original jurisdiction in a suit. The Hon'ble Division Bench, Bombay High Court has further held in that regard that the provisions of the Code of Civil Procedure, 1908 and in particular Order XXI Rule 41 thereof would apply for execution of the orders passed by the Authority.

Now therefore, in exercise of the powers conferred by the above-referred provisions of the Act and the Rules and in compliance of the order dated 06.10.2025, of the Hon'ble Division Bench, Bombay High Court passed in Writ Petition No. 3565 of 2025, the Authority in matters concerning recovery of interest or penalty or compensation hereby

prescribes the following Standard Operating Procedure for implementation with immediate effect:

1. After expiry of the period of sixty (60) days from the date of passing of the order by the Authority in the complaint, the complainant (allottee / the judgement holder) shall file online, a non-compliance application (execution application) for recovery of the consideration amount paid with interest or interest for delayed possession or compensation, as the case may be;
2. Such non-compliance application shall be listed and schedule for hearing within four (4) weeks from the date of receipt of the said application;
3. On the listed date, if prima facie non-compliance is established and demonstrated, the respondent (judgement debtor) shall be called upon to comply with the order passed by the Authority and in this regard a reasonable period of time shall be granted and allowed for such compliance. The non-compliance application shall accordingly be adjourned for recording and verifying compliance;
4. On the adjourned date if the respondent fails to record compliance, an order shall be passed calling upon and directing the respondent to file an Affidavit disclosing and detailing all movable and immovable assets, including bank accounts and other investments, within a specified period as may be determined. The non-compliance application shall accordingly be adjourned for filing of the asset disclosure Affidavit;
5. On the adjourned date, if the respondent does not file the asset disclosure Affidavit as directed, an order shall be made for the attendance and examination of the respondent (judgement debtor) for production of any books or documents and the non-compliance application shall be adjourned accordingly;
6. In spite of the action taken as above, if the books and documents are not made available, the said fact shall be noted and recorded and the non-compliance application shall be heard on merits and disposed of in accordance with law. Subject to the merits of the case and in the facts and circumstances thereof, the order in the non-compliance case that would be passed shall incorporate the following directions and measures:
 - a. Imposition of penalty as may be deemed fit, proper and appropriate considering the severity and extent of non-compliance of the order of the Authority;
 - b. Issuance of Recovery Warrant (Revenue Recovery Certificate) for recovery of the amounts as directed and stipulated in the order passed by the Authority in the complaint filed before it. This Recovery Warrant shall be duly prepared and forwarded for attaching and auctioning of the movable and immovable properties including bank accounts of the respondent based on such records as are available with the Authority, to the office of Collector concerned for necessary action and implementation;
 - c. Invocation of the provisions of Sub-section 2 of Section 40 of the Act read with Rule 4 of the Rules, and reference and transmission of the matter to the principal civil court of original jurisdiction in a suit to ensure and secure compliance with the provision of Sub-rule (2) and Sub-rule (3) of Rule (1) of Order XXI of the Code Civil Procedure, 1908. The above procedure is required to be followed and implemented as the Authority does not have or maintain Civil Prison Premises for detention of judgement debtors.

7. Upon receipt of the particulars and details of movable and immovable assets of the respondent from the principal civil court of original jurisdiction in a suit, necessary amendments and modification to the Recovery Warrant shall be made and sent to the Collector concerned to attach and auction the said properties of the respondent for recovery of the amounts due and payable if any;

8. If the respondent complies with the directions stated in Clause Nos. 4 or 5 hereinabove, to hear on merits the non-compliance application and pass necessary orders in accordance with law. Subject to the merits of the case and in the facts and circumstances thereof, the orders in the non-compliance application that would be passed shall incorporate and include the directions and measures specified in point Nos. (a) and (b) of Clause 6 hereinabove; and

9. The IT Department, MahaRERA shall ensure and make necessary arrangements that the online system and digital infrastructure enables and facilitates compliance of the procedure prescribed herein.

This Circular prescribing the Standard Operating Procedure shall come in force with immediate effect.

TELANGANA REAL ESTATE REGULARITY AUTHORITY

Order no. - A/900/TG RERA/2025

Date: 02/12/2025

NOTIFICATION

Subject: TG RERA - Execution of orders passed by the Telangana Real Estate Regulatory Authority and Adjudicating Officer Filing of Application for Execution -Instructions issued – Reg

Whereas, Section 40(1) of the Real Estate (Regulation and Development) Act, 2016 provides that;

"If a Promoter or an Allottee or a Real Estate Agent, as the case may be, fails to pay any interest or penalty or compensation imposed on him, by the Adjudicating Officer or the Regulatory Authority or the Appellate Authority, as the case may be, under this Act or the Rules and Regulations made thereunder, it shall be recoverable from such Promoter or Allottee or Real Estate Agent, in such manner as may be prescribed as an arrears of land revenue."

Section 40(2) of the Real Estate (Regulation and Development) Act, 2016 provides as under;

"If any Adjudicating Officer or the Regulatory Authority or the Appellate Tribunal, as the case may be, issues any order or directs any person to do any act, or refrain from doing any act, which it is empowered to do under this Act or the Rules or Regulations made thereunder, then in case of failure by any person to comply with such order or direction, the same shall be enforced, in such manner as may be prescribed."

2. Whereas, the Government of Telangana has issued G.O.Ms.No.60, Municipal Administration and Urban Development (Plg. III) Department Dated:04.03.2025 amending Rule 23 of the Telangana Real Estate (Regulation and Development) Rules 2017, which reads as follows:

The Rule 23 of Telangana Real Estate (Regulation & Development) Rules, 2017 shall be substituted with Rule 23(1) and inserting Rule 23(2) after Rule 23(1):

- a) Rule 23(1). Recovery of interest, penalty and Compensation: "The recovery of the amounts due such as interest, penalty or compensation shall be recovered as arrears of land revenue in the manner provided under applicable local laws."

The following shall be added after Rule 23(1) as Rule 23(2):

- b) Rule 23(2), "For the purpose of sub-section (2) of section (40), every order passed by the Adjudicating Officer, Regulatory Authority or Appellate Tribunal, as the case may be, under the Act or the rules and regulations made thereunder, shall be enforced by the Adjudicating Officer, Regulatory Authority or the Appellate Tribunal in the same manner as if it were a decree or order made by the Principal Civil Court in a suit pending therein and it shall be lawful for the Adjudicating Officer, Regulatory Authority or Appellate Tribunal, as the case may be, in the event of its inability to execute the order, send such order to the Principal Civil Court, to execute such order either within the local limits of whose jurisdiction the real estate project is located or in the principal civil court within the local limits of whose jurisdiction the person against whom the order is being issued, actually and voluntarily resides, or carries on business, or personally works for gain".

3. In pursuance of the above and in exercise of the powers conferred under Section 25, read with Section 34(g) of Real Estate (Regulation and Development) Act, 2016, the Execution Petitions shall be entertained by this Authority subject to the following conditions:

- i. Application for execution of order/direction/decision in a prescribed Form-I (Appended), shall be accompanied by a fee of Rs.1000/- (Rupees One Thousand Only) in favor of TG RERA FUND through a Demand Draft or online payment to A/c No. 50100595798191, HDFC Bank, IFSC Code: HDFC0007036 or through online payment mode NEFT, RTGS, IMPS and UPI.
- ii. All proceedings in execution shall commence upon the filing of an application in the prescribed form. Every such application seeking execution of an order shall be made in writing, duly signed and verified by the applicant, and shall contain all requisite particulars set out in tabular form as specified in Form-I (Appended). Three sets of application shall be forwarded through post or in person to this office.

Prescribed Form for Execution Application:

Form-I

Application for Execution of Order/Direction/Decision [Order 21 Rule 11 of the CPC]

In the Office of the Telangana Real Estate Regulatory Authority, Hyderabad.

I.....Original Complainant hereby apply for execution of the order/direction/decision herein below set forth;

1	No. of Original Complaint	
2	Name(s) of Applicant/Original Complainant	
3	Name(s) of Opponent/Original Respondent	
4	Date of Order/Decision	
5	Details of Appeal/Revision/Review filed/pending, if any	
6	Details of previous Execution Application, if any	
7	Actual amount due with interest on the date of filing application	
8	Any other relief granted by the Authority	
9	Amount of Cost awarded by the Authority	
10	Mode in which assistance of the Authority is required: i.e., Attachment and sale of lands movable or immovable property or arrest and detention of the Opponent/Original Respondent, or execution of sale deed or possession of property or any other specific relief.	
11	Name, Address, Contact Number, e-mail address of the Opponent against whom relief of arrest and detention is claimed	
12	Details about the movable or immovable property against which relief is prayed for	
13	Any other details which are required for effective execution	

I..... the Applicant/Original Complainant declare that what is stated herein is true to the best of my knowledge and belief.

Date:

Place:

[Signature of Applicant]

CHHATTISGARH REAL ESTATE REGULARITY AUTHORITY

Order no. – 141/RERA/2025/2781

Date: 03/12/2025

NOTIFICATION

Subject: Corrigendum to Circular 132 dated 26-09-2025 - Mandatory Submission in Annexure-23 for Estimated Construction Cost and Development Work Plan

In continuation of the earlier issued circular, it is hereby clarified that with respect to Point No. 2, projects which are ongoing but whose registration has expired shall be required to submit Annexure-23 in the immediately succeeding quarterly update, subsequent to the grant of extension of registration instead of mandatory submission in the July-Sep 2025 quarter.

Further, an additional column is hereby inserted in Annexure-23, wherein the promoter shall be required to specify whether each facility/amenity proposed in the project shall be provided or not.

All other provisions of the earlier circular shall remain unchanged.

(In the letter head of Promoter)

Annexure -23

(Expected cost to be incurred in accordance to development work plan)

Name of Project: _____

Name of Promoter: _____

Registration No: _____

Registration Valid for: _____ Years _____ month _____ Day _____

Project Status New Project Ongoing Project Extension Project Cost Change

Total Estimate of Engineer cost as per Annexure -4 (In Lakhs)

Cost incurred till the last quarter update as per annexure-4(In Lakhs)

Financial Estimated Progress (In lakhs)

S.No	Particulars	Expected Cost of Construction and development to be incurred
1	Within 1 year	
2	Within 2 year	
3	Within 3 year	
4	Within 4 year	
5	Within 5 year	
	TOTAL	

Physical Progress of Project

(Applicable only in case of new registration and Extension of project)

S.NO	DESCRIPTION	Facilities (Yes/No)	Completion Timeline
1	Boundary Wall		
2	Entrance Gate		
3	(A)Murrum Filling		
	(B)WMM Laying		
	(C)CC Work		
4	(A)Storm Line		
	(B)Sewer Line		
	(C)Water Supply Line		
	(D)Electric Supply Line		
5	Underground Water Tank		
6	Overhead Water Tank		
7	STP		
8	Electrification (Transformer, RMU, Cables, Panels & Departmental Fee)		
9	COMMON DEVELOPMENT		
10	(A)Garden		
	(B)Club House / Community Centre		
	(C)Outdoor Play Area		
	(D)Temple		
	(E)Foot Path (Paving)		
	(F)Street Light		
	(G)Tube well		
	(H)Rain Water Harvesting		
	(I)Solid Waste Management		
	(J)Fire Safety System / Fire Safety Equipment		
11	Building Civil Construction		
12	Building Finishing Work		

13	Miscellaneous (As per and sanctioned layout and brochure) -		
	(A)		
	(B)		
	(C)		
	Total cost of Development		

Date:

Place:

Signature of Authorized Signatory of project along with seal

TAMILNADU REAL ESTATE REGULARITY AUTHORITY

Order no. -TNRERA/A3/3816/2025

Date: 12/12/2025

NOTIFICATION

Subject: Maintenance of Bank Accounts in a Scheduled Bank under Section 4(2)(1)(D) Directions Issued under Section 37 of the Real Estate (Regulation and Development) Act, 2016 - Reg.

In compliance of Section 4(2)(1)(D) of the Real Estate (Regulation and Development) Act, 2016, the promoter has to open a separate account in a Scheduled Bank to cover the cost of construction and the land cost. Accordingly while filing application for registration of a real estate project, the promoter opens a account in a Scheduled Bank and furnish the Bank Certificate in the prescribed format

2. Normally, promoters receive the amount from home buyers/ allottees in a collection account and from there 70% of the amount is transferred to the RERA Designated Separate Account. The details of the amount received and transactions in the RERA Designated Separate Account are provided in the Quarterly Progress Report. However, there is no mechanism to monitor the collection account. Further, in some cases, promoter maintains a separate collection account for each project whereas in some cases, the collection account may serve multiple projects.

3. The above issue has been discussed in detail by the Authority and the following directions are hereby issued under the powers vested with the Authority in Section 37 of the Real Estate (Regulation and Development) Act, 2016, regarding maintenance of three Bank Accounts.

1) Opening of RERA Project Accounts:

The promoters shall open the following three bank accounts in a single Scheduled Bank and branch for a real estate project. The details of these accounts shall be furnished while filling application for registration of a real estate project.

A. RERA Designated Collection Account (100%)

B. RERA Designated Separate Account (70%)

C. RERA Designated Transaction Account (30%)

In case of the real estate projects developed based on Joint Development Agreement (JDA) two set of the above 3 accounts to be opened i.e, one set for the land owner and another set for the promoter, irrespective of number of land owners and promoters.

A) RERA Designated Collection Account (100%):

The entire amount (100%) collected from the allottees from time to time should be first deposited in the 'RERA Designated Collection Account'.

The account name shall be as follows:

"RERA Designated Collection Account (100%) (Name of the project) (Name of the promoter)".

The bank where the RERA Designated Collection Account 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 or any means of instruments from this account.

The promoter shall furnish particulars of the 'RERA Designated Collection Account' of the project in the allotment letter and in the agreement with the existing/prospective home buyers for the purpose of receiving payments towards allotment in the registered project.

Once the amount is received in the 'RERA Designated Collection Account', 70% of the amount shall be transferred to the 'RERA Designated Separate Account' and the balance 30% to the 'RERA Designated Transaction Account' through auto sweep facility at the end of the same day.

B) RERA Designated Separate Account (70%):

The promoter shall open and maintain "RERA Designated Separate Account" for the project in the same bank and branch for each registered project separately wherein 70% of the amount received in "RERA Designated Collection Account" from the allottees shall be transferred through auto sweep facility to the RERA Designated Separate Account at the end of the same day.

The account name shall be as follows:

"RERA Designated Separate Account (70%) (Name of the project)
(Name of the promoter)".

The above account shall be free from all encumbrances and should not be an escrow account. This account shall be free from lien, loans, third party control i.e. lender/bank/financial institution and cannot be attached by any other Government Authority / body unless any direction is given by Tamil Nadu Real Estate Regulatory Authority (TNRERA).

The amount from the 'RERA Designated Separate Account' shall be withdrawn by the promoter only after submission of Form 1 (Architect Certificate), Form 2 (Engineer

Certificate) and Form 3 (Certificate by Chartered Accountant in practice) as prescribed in Regulation 7, to the bank and should be uploaded on TNRERA's portal. All the Certificates issued by Chartered Accountant shall contain QR Code. The money withdrawn from the separate account shall be credited to the 'RERA Designated Transaction Account' and shall be utilized only for meeting the following expenditure incurred on the project.

1. Land Cost
2. Cost of Construction / Development cost
3. Refund of the principal amount, if any, to the allottees subject to a maximum of 70% of the total refund.

C) RERA Designated Transaction Account (30%):

The promoter shall open and maintain a project transaction account and all transactions relating to project development shall be from this account only.

Only upto 30% of the amount realized for the real estate project from the allottees from time to time in 'RERA Designated Collection Account' of the project shall be transferred to the 'RERA Designated Transaction Account'.

The account name shall be as follows:

"RERA Designated Transaction Account (30%) (Name of the project)

(Name of the promoter)"

Funds mobilized by the promoter from sources other than the allottees such as project loan, promoter's contribution, etc. shall also be credited in the 'RERA Designated Transaction Account'.

This amount can be utilized for meeting expenses towards refund (subject to a maximum of 30% of the total refund), compensation, Interest on refund /compensation, marketing, repayment including interest on project loans, project administrative and overhead expenses and the penalty, if any, imposed by TNRERA.

ii) Report to the Authority:

The promoter shall submit following disclosure for existing secured/unsecured finances availed for the real estate project by mortgaging land or building/flat or both and serve the loan and interest thereon from 'RERA Designated Transaction 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 Chartered Accountant certifying that loan amount is used for this project only.

If the promoter is availing project loan after registration with TNRERA he shall disclose the details as mentioned above, then and there, immediately.

iii) Change of three Bank Accounts of the Project:

Any change in the above three bank accounts of the project, after registration of the real estate project with the TNRERA will be permitted for valid reasons only with the prior written approval of the Authority. The promoter shall submit affidavit cum declaration, Form RA1, RA2, RA3 & RA4 as per the format available in the Authority's website for change of bank accounts.

iv) Closure of Bank Accounts:

On completion of the project, the promoter shall file an application for completion of the real estate project as per the checklist as hosted in the Authority's website along with the prescribed fee. On issue of completion report by TNRERA, and on receipt of the said completion report by the bank, the bank may permit the promoter to withdraw the balance amount from all the three accounts. This Authority will also notify about the completion of the project on the Authority's website.

v) Obligations of the Bank:

The banks shall be obliged to follow the provisions of opening, operating and closing of all three accounts.

All the three TNRERA Designated Bank Accounts shall be opened in the same bank and branch.

The bank and branch where the three accounts are opened shall ensure that no debits or withdrawal are permitted from the 'RERA Designated Collection Account (100%)' by means of cheque, debit card, credit card, internet banking facility or any other payment methods or any means of instruments except through an auto sweep facility to transfer the 70% of the amount from the 'RERA Designated Collection Account' to the 'RERA Designated Separate Account' and 30% to the 'RERA Designated Transaction Account'.

The banks shall strictly follow the nomenclature prescribed by TNRERA.

The bank shall take a written standing advice from the promoters at the time of opening of the three accounts for auto transfer of funds deposited in the 'RERA Designated Collection Account' of the real estate project in the proportion of 70% and 30% to the 'RERA Designated Separate Account' and 'RERA Designated Transaction Account' respectively.

The banks shall issue the certificate in the prescribed format, (Form-A) as hosted in this Authority's website to the promoter and the promoter shall upload the bank certificate while filing of application for project registration.

. The bank shall suspend withdrawals/transfers from all the three accounts of the project upon lapse of registration as mentioned in Form-C issued by TNRERA. However, the bank accounts shall remain operational only in the event where TNRERA has granted extension of the project validity which is uploaded in the Authority's website.

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

vi) Transfer of amount from 'RERA Designated Separate Account (70%)' to Fixed Deposit:

The promoters may transfer the amount available in the 'RERA Designated Separate Account (70%)' to Fixed Deposit through Auto sweep facility subject to the following conditions:

- 1) The amount collected in the 'RERA Designated Separate Account' may be transferred to the Fixed Deposit attached to the 'RERA Designated Separate Account' and shall not be transferred to any other account in the same branch or to any other bank/branch.
- ii) On maturity of the Fixed Deposit or on pre-mature closure of the Fixed Deposit, the principal amount along with interest shall be credited to the 'RERA Designated Separate Account' only.
- iii) The Fixed Deposit will be "No Lien" fixed Deposit.
- iv) No loan can be obtained against or on such fixed Deposit.
- v) No charge can be created on such Fixed Deposit.

This will come into effect for all the applications received from 01.01.2026 including resubmission applications.

Form-A Bank Certificate:

(Format for furnishing a certificate from a Scheduled bank in their letter head duly signed by the competent authority with official seal and e-mail ID for maintaining separate account as per Section 4(2)(1)(D) of the Real Estate (Regulation and Development) Act, 2016 for a real estate project).

To

The Chairperson,

Tamil Nadu Real Estate Regulatory Authority (TNRERA), Chennai.

Sir,

Sub: TNRERA - Application for registration of a real estate project Construction of (Building/layout) at Opening a separate account for the project - Reg.

- Ref: Project details: i.. Name of the project
- ii. Layout / Building
- iii. No. of floors and usage (in case of building)
- Iv. Site address

It is certified that(Name & address of the promoter) has opened three accounts in our bank as given below.

- a) RERA Designated Collection Account (100%) - Account No.
- b) RERA Designated Separate Account (70%) Account No.
- c) RERA Designated Transaction Account (30%) - Account No.

The amount realized from the allottees from time to time will be first deposited in the 'RERA Designated Collection Account'. Seventy Percent (70%) of the amount from the above account shall be transferred through auto sweep facility to the 'RERA Designated Separate Account' at the end of the same day. The balance 30% amount will be transferred to the 'RERA Designated Transaction Account'.

2. In compliance of the Section 4(2)(1)(D) of the RERA Act, the amount deposited in the 'RERA Designated Separate Account (70%)' shall be withdrawn by the promoter after it is certified by the

- (i) Engineer,
(ii) Architect, and
(iii) Chartered Accountant in practice

stating that the withdrawal of the amount from the 'RERA Designated Separate Account' is in proportion to the percentage of completion of the project.

3. The balance amount available will be released and the said three accounts will be closed only on production of Completion Report of the aforesaid real estate project issued by the Tamil Nadu Real Estate Regulatory Authority.

RAJASTHAN REAL ESTATE REGULARITY AUTHORITY

Order no. - E.1(31)RJ/RERA/Authority Meeting/2019/608

Date: 15/12/2025

NOTIFICATION

Subject: Directions to promoters to use a standard font size in advertisement while displaying the schemes name "Mukhyamantri Jan Awas Yojana".

Whereas it has come to the notice of Authority that in several newspapers pamphlets and other promotional materials the private promoters use to show the term "Mukhyamantri Jan Awas Yojana very prominently and in a font size disproportionately larger which may create an impression in the minds of stakeholders/home buyers that the project has been launched by the State Government.

And whereas such misleading and deceptive advertisement needs to be curbed and necessary directions are required to be issued in this regard in order to make the advertisement more transparent and reliable.

Therefore, in exercise of the powers conferred under section. 37 of RERA Act, 2016, the Authority issues the following directions in the interest of public at large:-

1. The term "Mukhyamantri Jan Awas Yojana" in the advertisements made for the projects developed under such schemes shall be displayed only in a font size smaller than or equal to the font size of the project's contact details and address.
2. Such information shall be displayed only at the right hand in the footnote of the advertisement.
3. The Logo of the "Mukhyamantri Jan Awas Yojana" should not be used in advertisement by the private promoters.
4. These directions shall apply to all promotional and advertising materials including print media, catalogues, leaflet, prospectus, standees at project sites and sales offices as well as websites/webpages of projects as also on social media such as Facebook, Whatsapp, Instagram, Youtube or any other platform.
5. Failure to comply with the directions shall be treated as a violation of Regulation 14(8) of the Regulations, 2024 and shall attract a penalty under section 61/63 of RERA Act of not less than Rs. 10,000/- which may extent upto Rs. 50,000/- per violation.

These directions shall come into force with immediate effect.

This bears the approval of the Hon'ble Chairperson.

PART-III

RERA NEWS

BUSINESS STANDARD

Date: 05.11.2025

ED, IBBI set new rules to ensure cheated homebuyers, banks get assets back

The Enforcement Directorate (ED) and the Insolvency and Bankruptcy Board of India (IBBI) have finalised a new standard operating procedure (SOP) to restore assets of bankrupt companies and their promoters, attached under the Prevention of Money Laundering Act (PMLA), to affected parties such as banks or homebuyers. The initiative follows coordination meetings between IBBI officials and ED investigators, with the IBBI issuing a circular on November 4.

Under the SOP, Insolvency Professionals (IPs) will file a standard undertaking before special PMLA courts to release attached assets for restitution or restoration to creditors. Previously, PMLA attachments restricted the use of corporate debtor assets in insolvency resolution, delaying proceedings. Now, Resolution Professionals can apply under Sections 8(7) and 8(8) of PMLA to release assets solely for creditor benefit, ensuring no advantage to accused promoters and maintaining full compliance safeguards. The mechanism aligns strict PMLA enforcement with value maximisation under the Insolvency and Bankruptcy Code (IBC), expediting resolutions and reducing pending litigations while protecting public and creditor interests.

BUSINESS STANDARD

Date: 13.11.2025

Why former Jaypee Infratech MD was arrested in money laundering case

Manoj Gaur, former chairman and managing director of Jaypee Infratech Ltd (JIL), was arrested by the Enforcement Directorate (ED) under the Prevention of Money Laundering Act (PMLA) for allegedly diverting funds meant for housing projects. He is accused of cheating thousands of homebuyers of Jaypee Wishtown and Jaypee Greens, whose projects remain incomplete despite payments totaling around ₹14,599 crore.

The case began after homebuyers filed complaints with the Economic Offences Wings (EOW) in Delhi and Uttar Pradesh, highlighting stalled construction even after the National Company Law Tribunal (NCLT) approved a resolution plan in March 2023, and Suraksha Realty took over JIL in May 2025. ED investigations, including raids in Delhi, Noida, Ghaziabad, and Mumbai, revealed that a significant portion of the money was diverted to other Jaypee Group companies such as Jaypee Sewa Sansthan, Jaypee Healthcare, and Jaypee Sports International. Gaur, as Managing Trustee of Jaypee Sewa Sansthan, allegedly

played a central role in these transactions. He will be produced in court as the ED continues probing the flow of funds and potential involvement of others.

ECONOMIC TIMES

Date: 18.11.2025

RERA isn't toothless, it's still shaping up

The Real Estate (Regulation and Development) Act, 2016 (RERA) has often been criticized for delays and enforcement challenges, leading to the perception that it has not lived up to its promise. However, RERA has significantly transformed India's real estate sector by enhancing transparency, protecting homebuyers, and curbing exploitative practices. The 70:30 escrow rule ensures funds are used exclusively for specific projects, preventing developers from diverting money and encouraging timely project completion. Quarterly project updates provide buyers real-time information, shifting negotiating power in their favor.

RERA also enforces personal accountability, holding promoters liable for non-compliance and discouraging frivolous litigation. Judicial interpretations have reinforced homebuyer rights over financial institutions in conflicts with SARFAESI, while Sections 11 and 67 ensure developers are protected from defaulting buyers. Challenges remain in execution, handover processes, and awareness. Administrative improvements, modernised laws, and education can strengthen enforcement, making RERA a credible, balanced, and trust-inspiring framework.

BUSINESS STANDARD

Date: 22.11.2025

MahaRERA issues SOP to fast-track compensation recovery for homebuyers

Maharashtra Real Estate Regulatory Authority (MahaRERA) has introduced a Standard Operating Procedure (SOP) to expedite the recovery of compensation from developers in cases of non-compliance or defaults, following directions from the Bombay High Court. Under this SOP, developers who fail to pay compensation despite repeated opportunities will, for the first time, be referred to the principal civil court of the relevant jurisdiction, where they may face imprisonment of up to three months. This measure is aimed at strengthening recovery mechanisms and ensuring timely relief for homebuyers.

Homebuyers have a 60-day window from the date of the compensation order to receive payment. If the developer fails to comply, the buyer must file a non-compliance application with MahaRERA to recover the compensation amount, including applicable interest or delayed possession charges. MahaRERA will process such applications within four weeks. If prima facie non-compliance is established, the developer is given a reasonable period to adhere; failure to do so requires submission of an affidavit listing all movable and immovable assets, bank accounts, and investments.

For enforcement, a recovery warrant may be issued to the district collector for attachment or seizure of the developer's assets and bank accounts. Non-disclosure of assets leads to

referral to the civil court, where imprisonment may be imposed. Homebuyers approach MahaRERA for compensation when amicable resolutions fail, typically in cases of delayed possession, sub-standard construction, missing amenities, or lack of promised facilities.

ECONOMIC TIMES

Date: 13.12.2025

Why SWAMIH is India's quiet infrastructure revolution?

India's stalled housing projects have created a silent infrastructure crisis, trapping household savings, bank credit, land value and urban confidence. Delayed completion forces families to pay both rent and EMIs, depresses neighbourhood values, and clogs capital that could otherwise support consumption, jobs and growth. Recognising that a completed home is as critical as a highway or airport, the government launched the Special Window for Affordable and Mid-Income Housing (SWAMIH) Investment Fund I in 2019 to provide last-mile financing for stressed, RERA-registered projects. With a final corpus of Rs 15,530 crore, SWAMIH-I is India's largest social-impact fund targeting housing completion. Its mandate is narrow and outcome-driven: fund viable brownfield projects to the finish line rather than refinancing lenders or engaging in speculative restructuring.

Legal and regulatory clarity—such as recognition as “interim finance” under the Insolvency and Bankruptcy Code and exemptions for RBI-regulated investors—has strengthened the fund's ability to engage with distressed projects. Its unified investment and asset management team enables grounded monitoring and resolution, aligning developers, lenders, authorities and homebuyers around completion timelines. Beyond benefiting buyers, SWAMIH-I has unlocked over Rs 35,000 crore of liquidity for ancillary industries from contractors to MSMEs, reviving micro-economies. It represents a quiet social-infrastructure intervention that turns stranded projects into thriving communities.

ECONOMIC TIMES

Date: 20.12.2025

Incorporate green areas in projects, provide skill training to labourers: Shah to realty developers

Union Home Minister Amit Shah emphasized the need for green building norms to become the “new normal” in the housing sector, urging developers to incorporate energy-efficient designs, water recycling, rainwater harvesting, scientific waste management, and green areas without significantly increasing costs. Speaking at a CREDAI conclave, he also stressed skill training for laborers, building low-cost homes, and ensuring transparency in the land market while discouraging land banking and speculative holdings, suggesting self-regulation by the industry. Shah highlighted that RERA has streamlined developers' operations, improved construction quality, and safeguarded homebuyers' interests, with 1.55 lakh projects registered across 35 states and UTs. He noted that GST reductions on building materials, including cement, could lower construction costs by 5–7%, enabling builders to offer better facilities. Union Environment Minister Bhupender Yadav supported

sustainable development, faster environmental clearances, and net zero emission goals, urging developers to focus on solid and electronic waste recycling alongside green project initiatives.

HINDUSTAN TIMES

Date: 20.12.2025

Budget 2026: CREDAI calls for higher affordable housing cap, tax relief for real estate developers

The Confederation of Real Estate Developers' Associations of India (CREDAI) has called on the government to revisit the definition of affordable housing and restore tax incentives in the Union Budget 2026. The industry body argued that the current ₹45-lakh cap, fixed in 2017, does not reflect today's market realities due to a sharp rise in land and construction costs. CREDAI has proposed either scrapping the cap altogether or raising it to ₹90 lakh to ensure more projects qualify as affordable. It believes this would directly benefit consumers since affordable units attract only 1% GST. To further boost housing supply, CREDAI also sought a reduction in GST on developers' works contracts from 18% to 12%, which it says would improve project viability and lower final apartment prices.

The association additionally requested renewed tax incentives for developers building affordable homes, recalling that such incentives had been offered in earlier budgets to stimulate supply. CREDAI highlighted that RERA has enhanced transparency and that the sector is growing at a compounded annual rate of 10–12%. Alongside policy reform, the body stressed its sustainability agenda, setting a target of net-zero carbon emissions by 2047 and undertaking afforestation initiatives in Nashik, Gurugram and other regions.

HINDUSTAN TIMES

Date: 26.12.2025

Year-ender 2025: Top 5 Karnataka RERA orders that redefined homebuyers' rights

In 2025, the Karnataka Real Estate Regulatory Authority (KRERA) issued several landmark rulings that expanded homebuyer protections and clarified the scope of RERA in the state. In a major relief to buyers, KRERA restrained a lender from taking possession of units in the Aswani Sunshine project after discovering that the flats had been sold without disclosure of an existing mortgage. The regulator held that genuine purchasers cannot be penalised for a developer's loan default.

KRERA also invoked Section 8 of RERA to allow the Abhinandan Residency Welfare Association in Belagavi to take over and complete a stalled project after the promoter's death, providing a practical route for reviving abandoned developments. In another case, KRERA ordered Golden Gates Properties to pay ₹1.08 crore in delayed interest in a luxury project, reinforcing strict accountability on possession timelines. Further, KRERA directed DC Hi Rise LLP to construct a compound wall and refrain from altering undivided share allocations. In a precedent-setting decision, KRERA declared the Bengaluru Development

Authority a “promoter” and directed registration of the NPKL project under RERA, bringing statutory bodies within regulatory oversight.

ECONOMIC TIMES

Date: 29.12.2025

Dream of buying Rs 50 lakh homes fades as developers go premium: Report

Affordable housing is rapidly declining in India’s major cities as real estate developers increasingly focus on premium and luxury projects, according to a report based on Antique Stock Broking’s BFSI Conference 2025. Developers are reluctant to build homes priced below ₹50 lakh due to high land costs, thinner margins, and reduced incentives under the revised Pradhan Mantri Awas Yojana (PMAY). Consequently, traditional affordable housing in Tier 1 and 2 cities is shrinking, while demand for high-ticket homes priced ₹2–3 crore is rising.

Lenders highlighted that banks are not structured to handle the micro-level assessments required for affordable housing and are expected to participate through co-lending partnerships rather than direct exposure. Housing Finance Companies (HFCs) are advised to expand operations in Tier 3 and 4 cities to reach underserved segments. Experts noted that while salaried customers offer predictable cash flows with lower yields, assessing non-salaried clients provides higher yields and less competition. The shift towards premium housing is reshaping home loan strategies and market dynamics in India.



Ghiya Hospital

Care from very first breath

A Centre for Management of High Risk Pregnancy

Dr. Supriya Ghiya

MBBS, M.S. (OBS & Gynae)

Dr. Saloni Ghiya

MBBS, M.S. (OBS & Gynae)

Sector - 12, Malviya Nagar, Jaipur-302017 • Phone : 0141-2547279
E-mail : hospital_ghiya@yahoo.co.in • Website : www.ghiyahospital.com