

RERA TIMES

REAL ESTATE (REGULATION AND
DEVELOPMENT) ACT, 2016



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RERA TIMES

REAL ESTATE

(REGULATION AND DEVELOPMENT) ACT, 2016

(A Journal on Real Estate Bye Laws)

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FROM THE EDITOR'S DESK...



Dear Readers,

The editorial team of RERA Times warmly welcomes readers to another insightful edition dedicated to the evolving landscape of real estate regulation and compliance in India. As the voice of transparency and accountability in the sector, this publication continues to bring timely updates, expert analyses, and perspectives shaping the RERA framework across states. Our goal is to empower developers, professionals, and homebuyers alike with accurate information and practical interpretations that bridge regulation and real-world practice. We thank our readers for their continued trust and engagement as we collectively strive to strengthen the foundation of a fair and transparent real estate ecosystem.

In national developments, the Special Intensive Revision (SIR) of the electoral roll conducted between September and October 2025 became a pivotal effort by the Election Commission to ensure accurate, inclusive, and fraud-free voter lists across 12 states and Union Territories. While the objective was to include new voters and remove outdated entries, the exercise sparked controversy, particularly in Bihar, where allegations of disproportionate exclusion of underprivileged groups led to widespread political debate and legal challenges.

The New GST Reforms introduced in September 2025 brought a major overhaul to India's indirect tax system by reducing the number of tax slabs and simplifying compliance for both consumers and businesses. The reforms replaced the previous multi-tier structure with mainly 5% and 18% rates, abolishing most 12% and 28% slabs and introducing a 40% rate for luxury and sin goods. This rationalisation, timed with the festive season, saw price reductions on nearly 375 goods and services—ranging from food to electronics—boosting consumption and supporting a significant rise in GST collections, which reached ₹1.89 lakh crore in September (up 9.1% year-on-year) despite lower rates. The cut in rates succeeded in stimulating demand, benefiting especially the middle class, MSMEs, and key consumer sectors, while keeping inflation in check and fueling economic growth, with experts predicting a positive multiplier effect on GDP for FY2025-26.

The 2025 Bihar Assembly election results delivered a dramatic and decisive outcome that reshaped the state's political landscape. The National Democratic Alliance (NDA), led by the dynamic duo of BJP and JD(U), soared to a commanding victory, clinching 202 out of 243 seats. This landslide win not only secured Chief Minister Nitish Kumar's unprecedented fifth term but also reaffirmed the electorate's confidence in the alliance's

development agenda. The BJP, emerging as the largest party within the coalition, played a pivotal role in this triumph. Meanwhile, the opposition Mahagathbandhan, led by Tejashwi Yadav's RJD, faced a crushing defeat with just 33 seats, signaling a significant shift in voter sentiment. The election results were widely seen as a mandate for political stability and continued growth, despite the controversies around the Special Intensive Revision (SIR) of electoral rolls. This victory sends a strong message: Bihar is gearing up for a future of sustained progress under the NDA's leadership.

In an unforgettable moment for Indian sports, the Indian women's cricket team made history by winning the ICC Women's Cricket World Cup 2025, defeating South Africa by 52 runs in a thrilling final at the DY Patil Stadium in Navi Mumbai. This maiden World Cup title, under the inspiring leadership of Harmanpreet Kaur, marked a watershed victory after near misses in 2005 and 2017. The formidable opening partnership between Shafali Verma and Smriti Mandhana set the tone with a 104-run stand, with Verma's explosive 87 runs earning her the Player of the Match award. Deepti Sharma played a defining all-round role, her five-wicket haul turning the tide decisively in India's favor and securing her the Player of the Tournament accolade. This triumph reflects the growing stature of women's cricket in India, inspiring generations and signaling a bright future for the sport. It is not just a win on the field, but a giant leap for gender equality in Indian sports.

In September 2025, India's export sector showcased impressive growth, with merchandise and services exports reaching a combined value of approximately US\$ 349.35 billion for the year-to-date, supported by a solid 6.18% year-on-year increase. Key export segments such as electronic goods, petroleum products, engineering goods, pharmaceuticals, and chemicals led this surge, with electronic goods alone experiencing an exceptional growth rate exceeding 40% due to initiatives like 'Make in India' and production-linked incentives. Major export destinations including the USA, UAE, Netherlands, and China reflected the widening global reach of Indian products. This upward trend in September reinforced India's emerging status as a competitive and reliable global trading partner, contributing significantly to economic growth, job creation, and overall trade balance improvement as the country moves toward achieving its ambitious economic targets.

The recent car blast in Delhi has sent shockwaves across the city, leaving citizens deeply distressed and demanding justice. This tragic event highlights the growing global threat posed by extremist Islamic activities, which fuel terrorism worldwide. Immediate and stringent government action is required to dismantle these terror networks, strengthen security measures, and ensure that those responsible face the harshest consequences to restore public confidence and maintain national safety. This alarming development calls for immediate and stringent action from the government to uncover the full extent of the conspiracy, bring the perpetrators to justice, and reinforce security measures. It is imperative that those responsible, irrespective of their professions, face the harshest consequences to restore public confidence.

We hope that this edition not only provides you with valuable information but also inspires thoughtful reflection and meaningful engagement as we collectively navigate these transformative and challenging times. Together, let us continue to learn, adapt, and work towards a brighter, more transparent, and prosperous future for all.

With Regards

CA Sanjay Ghiya

Contact No. 9351555671

E-mail: ghiyaandco@yahoo.co.in

Place: - Jaipur

Date: 25/11/2025

FROM THE CO EDITOR'S DESK...



Dear Readers,

As we step into the final quarter of 2025, the global economy continues to navigate a complex yet promising transition. The months of September and October witnessed significant movements across major economies — from the anticipated interest rate adjustments by the U.S. Federal Reserve to new investment-led growth strategies unveiled by the European Union and emerging markets in Asia. Real estate segments worldwide have shown early signs of recovery, supported by stable inflation, digital transformation, and renewed investor confidence in sustainable infrastructure.

In India, the economic trajectory remains optimistic. Key indicators — including steady GDP growth, strong FDI inflows, and a resilient stock market — underline the country's growing credibility as a hub for real estate investment and innovation. India's headline retail inflation (CPI-based) eased significantly to a 99-month low of 1.5% in September 2025, primarily driven by a sharp fall in food prices. Industrial production (IIP) growth stabilized at 4.0% in September but slowed in October due to festive holidays and unseasonal rains. The Reserve Bank of India (RBI) kept the repo rate steady at 5.5% in its meeting ending October 1, 2025, focusing on structural measures and regulatory easing to support long-term growth amidst a positive economic outlook.

Government initiatives focused on affordable housing, sectoral digitization, and infrastructure funding continue to shape a conducive environment for developers and homebuyers alike. Notably, the RERA framework's expanding adoption and technological integration are enhancing compliance efficiency and transparency across states. As the digital transformation of compliance continues, State RERAs are moving toward faster grievance redressal, online monitoring, and greater clarity in project disclosures. At the same time, rising instances of fraud and financial stress in a few regions serve as a reminder that due diligence is not optional. Buyers must remain aware, developers must maintain discipline, and professionals must uphold the highest standards of integrity in certifications and reporting.

In this edition of RERA TIMES, we bring you latest updates, insights, and case studies that are shaping the real estate sector. Our goal remains consistent: to educate, empower, and provide a

reliable reference for everyone associated with the real-estate ecosystem — from homebuyers and developers to compliance professionals and industry experts.

With Regards

CA Ashish Ghiya

Contact No. 9529991761

Date : 25.11.2025

PART-I

REPORTING OF CASE LAWS

RAJASTHAN REAL ESTATE APPELLATE TRIBUNAL**APPELLANT: JAI KISHAN RATHORE S/O SHRI HEERALAL RATHORE****RESPONDENT: KRP INDUSTRIES LTD.****CORAM: MR. JUSTICE MADAN GOPAL VYAS, HON'BLE CHAIRPERSON
MR. YUDHISTHIR SHARMA, HON'BLE MEMBER (JUDICIAL)****ORDER DATE: 09.09.2025**

Complainant Representative Mr. Mitesh Rathore, Advocate

Respondent Representative: Mr. Prashant Daga, Advocate

Gist: The Rajasthan Real Estate Appellate Tribunal decided appeals involving Jai Kishan Rathore and KRP Industries Ltd. regarding delayed possession of a flat in the Green Aalyam project, Kota. The complainant booked a flat with possession promised by December 2016, but actual possession was delayed until after January 2018, with extensions granted up to November 2022. The complainant sought refund of approx Rs. 19.61 lakh with interest from the date of each deposit, compensation for EMI, rent, and litigation costs. The Regulatory Authority ordered refund with interest from January 2018 but did not fully grant compensation claims. The tribunal held that under Section 18(1)(b) of RERA, the refund must include interest from each deposit date and allowed compensation, rejecting promoter's lower interest rate argument based on the pre-RERA agreement. The promoter must pay the refund, interest, and differential amount within 45 days. The promoter's appeal was dismissed, affirming buyer's rights under RERA and emphasizing mandated refund with interest protections.

The appeals filed by Jai Kishan Rathore and KRP Industries Ltd. before the Rajasthan Real Estate Appellate Tribunal revolved around the delayed possession and refund issues pertaining to a flat in the Green Aalyam project, Kota. The complainant, Jai Kishan Rathore, had booked the flat with a formal sale agreement signed on April 10, 2015, with possession promised by December 2016. However, possession was not delivered within the stipulated period, and despite multiple extensions granted by the regulatory authority—including upto November 2022—the buyer was deprived of the property well beyond the agreed timeline. This delay caused substantial financial and emotional hardship to the complainant who also bore additional costs such as EMI payments and rent during the period of deprivation.

Jai Kishan Rathore approached the Rajasthan Real Estate Regulatory Authority (RERA) seeking a refund of the entire deposited amount of Rs. 19,61,155, along with interest from the date of each payment, compensation for the financial losses incurred due to delayed possession, and litigation expenses. The Regulatory Authority initially ordered the promoter to refund the deposited amount with interest at a rate of 10.25% per annum starting January 1, 2018. However, the Authority did not grant the complainant's claim for compensation and relief for additional damages in full. Both parties filed appeals: the complainant sought enhanced relief including interest to be calculated from the date of each deposit, along with damage compensation, whereas the promoter contended that the refund and interest calculations should follow the terms of the pre-RERA agreement dated April 10, 2015, while contesting compensation claims.

The appellate tribunal examined the provisions under Section 18(1)(b) of RERA, which mandates that if possession is delayed or a developer suspends the project, the promoter must refund the amount received with prescribed interest and is liable for compensation. The tribunal underscored the regulatory framework's consumer-protective intent, emphasizing that the interest should be compensatory and calculated from the date of each deposit payment, which is consistent with Supreme Court rulings interpreting similar statutory mandates. The committee also referred to Rule 17, which fixes the interest rate as the highest marginal cost of lending rate for the financial year plus 2%, and rejected the promoter's argument to pay interest at a lower rate based on the pre-RERA terms.

The tribunal ordered the promoter to refund the entire deposited amount, with interest computed from each installment's date of payment, along with compensatory relief for the delayed possession. Additionally, it mandated the promoter to pay the differential amount found to be owed to the complainant within 45 days after issuance of the certified copy of the order, and to credit the interest that accrued on the promoter's pre-deposit in the tribunal's savings bank account to the complainant. This reinforced the statutory expectation for prompt refund and fair compensation in cases of promoter defaults.

In conclusion, the tribunal partially allowed the complainant's appeal to safeguard buyer rights comprehensively under RERA, including a refund with appropriate interest and compensation for losses, while dismissing the promoter's appeal. This judgment reinforces the strict regulatory framework under RERA designed to protect homebuyers from undue delay and financial exploitation, emphasizing promoter accountability and timely delivery of promised projects. It establishes important precedence about refund and interest calculation methodologies, enhancing consumer confidence and justice delivery in real estate transactions. The ruling also highlights the judiciary's role in safeguarding contractual and statutory rights in real estate, promoting transparency, and deterring negligent practices by developers

APPELLANT: DHARNENDRA KUMAR JAIN

RESPONDENT: M/S GOLDENDUNES BUILDERS AND DEVELOPERS PVT.

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

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

ORDER DATE: 12 .09. 2025:

Appellant Representative: Mr. Mohit Khandelwal, Advocate

Respondent Representative: Mr. Pradeep Kumar Chaudhary, Advocate

Gist The appeal filed by Dharnendra Kumar Jain against Ms. Goldendunes Builders addressed a delay in project possession and refund claims due to the delayed handover of the flat in the Melodia project. The appellant sought a refund of the amount paid with interest due to the delay from the original possession date and disputed the absence of a clear exit clause in the agreement. The promoter argued that the project completion was certified, delays were due to force majeure (COVID-19), the possession was offered after settlement of dues, and the appellant had unpaid amounts. The tribunal upheld the regulatory authority's order, denying the refund claim since the project was completed, possession was offered, and the appellant had defaulted on payments, thus dismissing the appeal.

The Rajasthan Real Estate Appellate Tribunal considered an appeal by Dharnendra Kumar Jain against Goldendunes Builders Developers Pvt. Ltd. concerning a dispute over delayed possession, payment obligations, and entitlement to refunds under the Real Estate (Regulation and Development) Act, 2016 (RERA). The appellant had booked a flat in the Melodia project with a total sale consideration of approximately Rs. 1.13 crores and paid about Rs. 89.5 lakhs by March 2020. The contractual possession date was September 30, 2019, plus a six-month grace period. However, possession was delayed, and the appellant sought refund of the paid amount plus 15% interest, citing non-delivery of possession and absence of completion certificates within the agreed timelines.

The promoter argued that the delay was caused by the COVID-19 pandemic, invoking the force majeure clause, and that possession was held up mainly due to outstanding dues exceeding Rs. 34 lakhs owed by the appellant. The promoter maintained that the appellant could not demand a refund or exit from the agreement without clearing the arrears. The Tribunal acknowledged that project completion was certified by the Completion Certificate dated March 2021, and possession was formally offered to the appellant in November 2021. The appellant, however, neither took physical possession nor settled the outstanding amounts.

The Tribunal analyzed the claim for refund in light of RERA provisions and contractual rights and obligations. It differentiated between cases of project incompleteness where refunds and interest might be warranted and cases where the project and possession are complete but disputes arise from payment non-compliance. The Tribunal observed that extension of the project registration by the Authority or delays caused by external factors such as the pandemic do not confer an automatic right to exit or refund if the project has been completed and possession offered in accordance with law. The appellant's failure to fulfill payment commitments disentitles him from claiming refunds or damages related to delayed possession.

After reviewing all submissions, the Tribunal upheld the Authority's original decision, dismissing the appellant's plea for refund and interest. It emphasized that possession is conditional upon full payment, and the promoter's obligations are satisfied upon offering possession and completion certification. The rulings clarify that contractual duties and statutory provisions must be balanced, and claimants cannot use extraneous factors post-completion as a backdoor to avoid obligations or obtain refunds unjustifiably. The judgment underscores the principle that RERA aims to protect legitimate consumer rights while maintaining contractual sanctity and preventing misuse of regulatory mechanisms.

In conclusion, this Tribunal decision reinforces protection for promoters in completed projects by requiring allottees to honor financial commitments before seeking possession or refunds. It guides stakeholders that delayed possession claims must be substantiated by developer default, not buyer non-performance or external delays after project completion. This ruling promotes certainty and equity in project completion scenarios, offering clarity on refund entitlements and possession rights within the Real Estate Regulatory framework. It encourages timely payments, adherence to contractual terms, and proper invocation of RERA safeguards based on factual compliance, thereby balancing consumer protection with real estate development realities.

APPELLANT: OM REAL DEVELOPERS

RESPONDENT: ADJUDICATING OFFICER, RAJASTHAN REAL ESTATE REGULATORY AUTHORITY RATNI DEVI R/O JODLA KI DHANI

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

ORDER DATE: 18.09.2025

Appellant Representative: Mr. Prashant Daga, Advocate

Respondent Representative: Mr. Mohit Pareek, Advocate

Gist: The appeal by Om Real Developers challenged an order directing payment of compensation and litigation costs to a complainant due to delayed possession and non-refund of booking amount for a flat, where no sale agreement was executed. The promoter argued the project delay was due to unavoidable circumstances, but the tribunal found compensation justified, as the complainant was deprived of use of her money and flat for years. The Adjudicating Officer's independent power to award compensation under RERA was affirmed, with factors like financial loss, mental agony, and prolonged litigation considered. Ultimately, the appellate tribunal dismissed the promoter's appeal and upheld compensation to the allottee.

The appeal filed by Om Real Developers before the Rajasthan Real Estate Appellate Tribunal (RARET) challenged an order issued by the Adjudicating Officer of the Rajasthan Real Estate Regulatory Authority (RERA). The original complaint involved the delay in possession and non-refund of the booking amount for a flat to the complainant, Ratni Devi. The promoter contended that no sale agreement had been executed between the parties and that the project delay and other issues resulted from unforeseen and unavoidable circumstances, including legal and regulatory hurdles. Despite these contentions, the Adjudicating Officer directed the promoter to pay compensation to the complainant and also imposed litigation costs considering the injustice faced by her.

The appellate tribunal carefully scrutinized the facts of the case as well as the statutory provisions under RERA. It was highlighted that the allottee had paid a booking amount and was deprived of possession of the flat well beyond the promised timeline, causing financial distress and mental agony. The tribunal noted that the absence of a formal sale agreement does not bar the allottee from seeking remedies under RERA, as the allotment and payment transaction itself falls within the regulatory ambit aimed at protecting consumers. The promoter's defense that project delays arose from unavoidable circumstances was acknowledged but found insufficient to absolve them of liability for compensation.

Further, the tribunal examined the statutory powers vested in the Adjudicating Officer under RERA to award compensation independent of traditional contract law mechanisms. It was emphasized that the objective of RERA is to provide speedy and effective relief to aggrieved buyers, including financial redress for delayed possession and non-performance. In this context, the tribunal upheld

the Adjudicating Officer's order on compensation, factoring in the prolonged period of deprivation of the property, the complainant's sustained financial loss, and the mental and emotional hardship endured during years of litigation.

Beyond the monetary compensation, the tribunal also affirmed the award of litigation costs to the complainant, recognizing the need to discourage dilatory tactics and ensure accountability in real estate transactions. The overall judgment reinforced the regulatory mandate that promoters must act in good faith, transparently, and comply with contractual timelines and obligations to protect consumer confidence in real estate markets.

In conclusion, the Rajasthan Real Estate Appellate Tribunal dismissed the promoter's appeal, confirming the original order directing compensation and costs in favor of the allottee. The decision underscored the protective framework under RERA for homebuyers, affirming that promoters cannot evade responsibility due to procedural deficiencies like absence of a formal sale agreement or delays arising from regulatory challenges. This ruling serves as an important precedent in strengthening buyer rights and enforcing punitive measures against promoters for contractual and regulatory non-compliance in the real estate sector. It is a significant win for consumer protection in the evolving landscape of real estate regulation in Rajasthan.

APPELLANT: DR. RAKESH KUMAR

RESPONDENT: FELICITY PROJECTS PVT. LTD.

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

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

ORDER DATE: 07.10. 2025

Complainant Representative: Mr. Mitesh Rathore, Advocate

Respondent Representative: Mr. Prashant Daga, Advocate

Gist: The appeal by Dr. Rakesh Kumar against Felicity Projects Pvt. Ltd. before the Rajasthan Real Estate Appellate Tribunal concerned an ex-parte order for refund, interest, compensation, and litigation costs due to delayed possession and harassment. The Adjudicating Officer initially passed the ex-parte order when the promoter did not appear despite service of notices. Later, the Adjudicating Officer recalled the ex-parte order on the promoter's application, citing insufficient service of notice and procedural irregularities. The appellant challenged this recall, arguing that the promoter had knowledge of proceedings and the recall was an abuse of process. The tribunal found that the promoter indeed had notice and knowledge of proceedings but did not appear, and that the principles of natural justice were observed. Consequently, the tribunal quashed the recall order and upheld the original ex-parte decision in favor of the appellant. This affirmed the promoter's liability for refund, interest, compensation, and costs under RERA and reiterated that procedural lapses by promoters cannot be used to frustrate buyer rights. The case underscores the tribunal's role in upholding statutory protections for homebuyers and ensuring accountability in real estate disputes.

The appeal filed by Dr. Rakesh Kumar against Felicity Projects Pvt. Ltd. before the Rajasthan Real Estate Appellate Tribunal involves a dispute over delayed possession, refund, and compensation under the Real Estate (Regulation and Development) Act (RERA). Initially, the Adjudicating Officer passed an ex-parte order directing the promoter to refund the amounts paid by the appellant, along with interest, compensation, and litigation costs, due to the promoter's failure to appear

despite being served notices. The promoter later filed an application to recall this ex-parte order, alleging insufficient service of notice and procedural lapses, which the Adjudicating Officer allowed. The appellant challenged the recall, contending that the promoter was fully aware of the proceedings and that the recall amounted to an abuse of process.

The appellate tribunal examined the facts and procedural history in detail, focusing on the principles of natural justice and procedural fairness. It found that despite the promoter's claim of improper service, sufficient notice had been given, and the promoter had actual knowledge of the proceedings. The tribunal held that the promoter's failure to appear was deliberate and that recalling the ex-parte order was unjustified. It emphasized that procedural technicalities cannot be misused to delay or frustrate the enforcement of rights under RERA, particularly in protecting homebuyers who have already suffered due to project delays.

The tribunal reinstated the original ex-parte order, affirming the promoter's liability to refund the amounts paid by the complainant along with interest and compensation for the mental agony caused by the delayed possession. It also upheld the award of litigation costs as a deterrent against negligent or obstructive behavior by promoters. This order reinforces the stringent regulatory framework under RERA that aims to provide swift relief and effective compensation to affected buyers, ensuring promoters are held accountable for contractual breaches.

The judgment highlights the importance of adherence to procedural requirements while balancing the need for consumer protection in real estate disputes. It clearly articulates that promoters cannot evade their statutory obligations through procedural maneuvers once proper notice and opportunity to be heard have been accorded. The tribunal took a strong stance against delays and non-compliance, signaling robust enforcement of RERA provisions to uphold buyers' rights and confidence in the real estate sector.

In conclusion, this decision by the Rajasthan Real Estate Appellate Tribunal serves as a significant precedent strengthening consumer safeguards under RERA. It confirms the tribunal's role in ensuring fairness in adjudication while preventing misuse of procedural rules to harm aggrieved allottees. By upholding the original order for refund, interest, and compensation, the tribunal has sent a clear message to real estate promoters about their accountability to buyers and the severe repercussions of non-compliance. This case exemplifies effective judicial intervention to uphold statutory protections for homebuyers in the state, contributing to greater transparency and discipline in real estate transactions.

APPELLANT: PARTH INFRATECH PVT. LTD

RESPONDENT: USHA SATENDRA SHARMA

CORAM: 1. MR. JUSTICE MADAN GOPAL VYAS, HON'BLE CHAIRPERSON

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

ORDER DATE: 14.10.2025

Complainant Representative Mr. Shubham Soni, Advocate

Respondent Representative: Mr. Amit Chhangani, Advocate

Gist: The appeals by Parth Infratech Pvt. Ltd. against complaints by allottees in the Shree Enclave project, Jaipur, challenged RERA orders directing the promoter to pay monthly compensation of Rs. 2,000 per allottee for non-installation of the LPG gas pipeline and DG set since October 2020. They were also ordered to pay Rs. 10,000 each for mental agony and litigation costs. The promoter contested the charges and the framing of issues, arguing non-applicability of Section 12 of the RERA Act and lack of evidence. The tribunal upheld the

regulator's findings that the promised amenities were not provided or non-functional, and that the promoter is liable under Section 12 for false representation. The appeals were dismissed and the promoter was directed to refund deposited amounts and pay compensation, reaffirming buyer protections under RERA.

The appeals filed by Parth Infratech Pvt. Ltd. before the Rajasthan Real Estate Appellate Tribunal pertained to complaints by allottees in the Shree Enclave project, Jaipur, alleging the promoter's failure to provide promised amenities, specifically the installation and operational readiness of the LPG gas pipeline and the diesel generator (DG) set since October 2020. The complainants sought relief under Section 12 of the Real Estate (Regulation and Development) Act (RERA), claiming mental agony, financial loss, and non-fulfillment of contractual obligations. The Rajasthan Real Estate Regulatory Authority had directed the promoter to pay monthly compensation at the rate of Rs. 2,000 per allottee as a consequence of these ongoing deficiencies. Additionally, the promoter was ordered to pay Rs. 10,000 to each complainant as compensation for mental agony, along with litigation costs.

The promoter contested these findings, challenging the applicability of Section 12 of the RERA Act, which deals with punitive consequences for misleading advertisements or false representations by promoters. It argued that the issues raised were not valid grounds for compensation and that the regulatory authority erred in framing the issues against the promoter. The promoter also disputed the evidence presented for non-provision or malfunctioning of the LPG pipeline and DG set.

Upon comprehensive review, the appellate tribunal upheld the findings of the Regulatory Authority regarding the promoter's failure to provide the amenities as promised at the time of sale. The tribunal found that the promoter did not install the LPG gas pipeline and DG set within the contractual timeframes, nor were these amenities rendered operational or accessible to the allottees. This deprivation was deemed to have caused significant inconvenience, financial detriment, and mental distress to the buyers.

Further, the tribunal affirmed that Section 12 of RERA was applicable in this case, emphasizing the promoter's responsibility not to make false or misleading representations about the project or its amenities. The failure to fulfill these essential promises justified the imposition of compensation and penalties. The tribunal also noted that the payments ordered were reasonable and aligned with the compensatory and punitive objectives of the statute to protect consumer rights.

The promoter was directed to comply with the original orders, including refunding amounts where applicable, paying the stipulated monthly compensation for the delay, and compensating the allottees for mental agony and incurred litigation expenses. This ruling reinforced the statutory protections afforded to homebuyers, particularly the obligational duties of developers under RERA to timely and faithfully deliver all project features and amenities as advertised and contracted.

Overall, the judgment serves as a significant precedent in Rajasthan's real estate regulatory environment. It conveys a strict regulatory stance against promoters attempting to shirk contractual responsibilities and underlines the tribunal's commitment to ensuring timely and transparent completion of real estate projects. The enforcement of Section 12 safeguards buyers from deceptive practices and promotes accountability, enhancing buyer confidence and fairness in the sector. This decision strengthens consumer protection by validating compensation claims for non-fulfillment of essential services and reiterates the legal consequences promoters face for non-compliance in RERA-governed transactions.

APPELLANT: 1. MR. NAVEEN BISHT S/O PREM SINGH BISH
2. MRS. KAMLESH BISHT W/O NAVEEN BISHT.
RESPONDENT: 1. RAVI SURYA AFFORDABLE HOMES PVT. LTD
2. M/S. ADITYA BIRLA HOUSING FINANCE LIMITED
CORAM: MR. JUSTICE MADAN GOPAL VYAS, HON'BLE CHAIRPERSON
MR. YUDHISTHIR SHARMA, HON'BLE MEMBER (JUDICIAL)
ORDER DATE: 28.10. 2025

Complainant Representative Mr. Amit Chhangani, Advocate

Respondent Representative: Mr. Hardik Mishra, Advocate

Gist: The Rajasthan Real Estate Appellate Tribunal in the case of Naveen Bisht vs. Ravi Surya Affordable Homes Pvt. Ltd. partially allowed the appeal against a Rajasthan Real Estate Regulatory Authority order directing the promoter to refund the deposited amount to the allottees with interest for delay in possession. The appellants had booked a flat under a sale agreement, paid a significant sum, and faced delayed possession beyond the promised date of November 30, 2021, resulting in financial liability towards pre-EMI and bank loans. The Tribunal held that the promoter was liable to refund the entire amount with interest calculated from the date of each deposit, not just from the date of promised possession, thus enhancing the earlier order on interest calculations. However, claims for pre-EMI repayment and bank loan amounts were rejected, stating that such claims should be pursued through appropriate legal forums. The ruling emphasized that under RERA, if possession is not delivered timely, the allottee has an unqualified right to seek refund with delay interest, aligning with Supreme Court precedents. The appeal was allowed in part, modifying the refund order with enhanced interest but declining additional reliefs, reaffirming consumer rights while guiding proper channels for related claims.

The Rajasthan Real Estate Appellate Tribunal in the appeal filed by Naveen Bisht and others against Ravi Surya Affordable Homes Pvt. Ltd. and Aditya Birla Housing Finance Ltd. reviewed a complaint concerning delayed possession of a flat and consequent entitlement to a refund with interest. The appellants had booked a flat through a sale agreement with the promoter and paid substantial amounts. The contractual possession date was November 30, 2021, yet possession was not delivered within this timeframe, causing financial distress to the buyers, including obligations such as pre-EMI payments and bank loan burdens.

The Tribunal focused on the promoter's liability to refund the amounts paid by the allottees due to delay, specifically addressing the interest calculation period. It modified the previous order to clarify that interest should accrue from the date of each installment paid by the allottee, rather than from the date possession was contractually due. This refinement ensures that buyers are justly compensated for the actual time their funds were withheld, aligning with the consumer-protective ethos of the Real Estate (Regulation and Development) Act, 2016 (RERA). Such interest calculations are consistent with Supreme Court precedents emphasizing an allottee's right to timely possession or fair monetary redress.

However, the Tribunal declined to order refunds or compensation for claims relating to pre-EMI payments and outstanding bank loans taken by the buyers. It held that these claims fall outside the direct regulatory purview of RERA and should be pursued through appropriate civil or financial legal channels. This distinction underscores the Tribunal's focus on matters within its jurisdiction while guiding affected parties to seek relief elsewhere for ancillary financial losses.

The ruling reiterated that delayed possession entitles an allottee to an unqualified right to refund with interest under RERA, mandating prompt promoter compliance without conditions or set-offs. At the same time, it ensures procedural fairness by circumscribing the Tribunal's authority regarding financial claims arising indirectly from delay-related hardships. Both parties were directed to bear their own costs, reflecting the balanced nature of the decision.

This judgment reinforces the regulatory framework's intent to protect homebuyers in real estate transactions against promoter defaults while maintaining clarity on the scope of available remedies. It highlights that promoters bear strict accountability for timely delivery and that failure to adhere to contracts triggers refund obligations with appropriate interest. Buyers are assured clear legal recourse through RERA for possession delays but must seek separate legal remedies for consequential financial claims, ensuring efficient judicial administration within the Tribunal's expertise.

In summary, the Rajasthan Real Estate Appellate Tribunal partially allowed the appeal by augmenting the refund interest calculation from payment dates, ensuring accurate compensation to allottees for possession delays. It affirmed promoter liability to pay delayed possession refunds unequivocally, while reserving non-RERA financial claims such as pre-EMI and loan costs for other forums. This decision strengthens buyer protections under RERA, clarifies the Tribunal's jurisdiction, and guides stakeholders on navigating real estate dispute resolutions effectively in Rajasthan. It signals enforcement rigor regarding promoter obligations balanced with procedural prudence on ancillary financial matters within the growing real estate regulatory landscape.

HARYANA REAL ESTATE APPELLATE TRIBUNAL

APPELLANT: NEELU BALIYAN

RESPONDENT: ELAN BUILDCON PRIVATE LIMITED

CORAM: JUSTICE RAJAN GUPTA CHAIRMAN

RAKESH MANOCHA MEMBER (TECHNICAL)

ORDER DATE: 15.09.2025

Complainant Representative: Mr. Balvinder Sangwan, Advocate

Respondent Representative: Mr. Yash Pal Sharma, Advocate

Gist: The Haryana Real Estate Appellate Tribunal disposed of connected appeals involving appellants Neelu Baliyan, Sunil Kumar, Neetu Tomar, and Prachi Sharma versus Elan Buildcon Private Limited concerning execution of Builder Buyer Agreements (BBA) in the Elan Miracle project, Gurugram. The allottees faced issues as the promoter delayed executing BBAs despite payments made, prompting complaints. The Authority directed the promoter to execute BBAs within 15 days. The promoter claimed some allottees had not cleared dues, but the tribunal upheld the Authority's direction, emphasizing statutory obligations for promoters to formalize agreements with allottees. The tribunal dismissed the appeals, affirming the obligation of promoters to execute proper BBAs as per the Real Estate Regulation Development Act and Haryana rules, protecting buyer rights and ensuring compliance.

The Haryana Real Estate Appellate Tribunal addressed connected appeals filed by homebuyers Neelu Baliyan, Sunil Kumar, Neetu Tomar, and Prachi Sharma against Elan Buildcon Private Limited regarding the Elan Miracle residential project in Gurugram. The core complaint involved the promoter's failure to execute formal Builder Buyer Agreements (BBAs) with the allottees despite their making payments towards their respective flats. The allottees contended that despite

repeated requests, the promoter delayed signing the BBAs, undermining their contractual rights and causing uncertainty over ownership and possession timelines.

The regulatory authority had initially directed the promoter to execute the BBAs within 15 days to regularize the agreements officially. The promoter argued that some of the allottees had not cleared all their dues, which accounted for the delay in finalizing the agreements. However, the tribunal found this defense unsatisfactory since the payments made were substantial, and the promoter had failed to execute the contracts promptly as mandated under the Real Estate (Regulation and Development) Act, 2016 (RERA) and the Haryana Real Estate Regulatory Authority Rules.

The tribunal underscored the statutory obligations of promoters to formalize BBAs with buyers within the stipulated timelines to ensure transparency, legal certainty, and protection of consumer interests. It emphasized that withholding execution of BBAs amounts to unreasonable delay and negates the buyer's rights, inhibiting their ability to enforce contractual obligations or seek remedies in case of disputes. Furthermore, the tribunal stressed that compliance with RERA provisions and Haryana regulations was mandatory to promote accountability and orderly real estate development.

Rejecting the promoter's appeals, the tribunal upheld the orders of the Regulatory Authority and confirmed the directive requiring immediate execution of BBAs in favor of all allottees who had made payments. The decision maintained the integrity of the regulatory framework designed to protect homebuyers and foster transparency in project dealings. The tribunal's ruling sent a clear message that promoters cannot evade their duty to formalize agreements merely due to partial payments or other internal administrative reasons.

In conclusion, the appeals were dismissed, reaffirming the principle that contractors and developers are bound by statutory requirements to enter into formal agreements with buyers promptly. The judgment strengthens buyer protections by mandating promoters to comply with procedural formalities essential for safeguarding consumer rights under RERA and applicable state rules. This ruling serves as a critical precedent promoting enforcement of real estate regulations that ensure transparency, fair dealings, and timely execution of agreements, encouraging confidence and fairness in the real estate sector in Haryana. The tribunal's firm stance supports the legal framework empowering homebuyers against delays and non-compliance by developers, fostering equitable and regulated realty practices.

Order dated August 10, 2023, concerning delay in possession to allottee Dinesh Kumar. The tribunal directed the promoter to pay delay possession interest at 10.75% per annum from the due possession date of January 22, 2020, till actual possession or offer, plus two months after obtaining the Occupation Certificate. The promoter must hand over possession after adjustment of dues and cannot charge the allottee for items outside the buyer agreement. During proceedings, the parties settled the dispute, leading to withdrawal of the appeal. The pre-deposit made by the promoter under Section 43(5) of RERA will be refunded with interest after verification of settlement. The complaint was disposed of accordingly.

The Haryana Real Estate Appellate Tribunal addressed an appeal by Ms. Pivotal Infrastructure Pvt. Ltd. against an order passed by the Real Estate Regulatory Authority in Gurugram concerning delay in possession to allottee Dinesh Kumar. The regulatory authority had directed the promoter to pay interest for delayed possession at the rate of 10.75% per annum calculated from the original possession date of January 22, 2020, until actual possession or offer is made, along with an additional two months' interest after the issuance of the Occupation Certificate. The promoter was

instructed to hand over possession promptly after adjusting any pending dues and was barred from levying charges against the allottee for additional items beyond those specified in the buyer agreement.

During the appellate proceedings, the parties reached an amicable settlement, with the promoter agreeing to comply with the terms for timely possession and interest payment in consideration of the buyer exercising patience and cooperation. On this understanding, the promoter requested withdrawal of their appeal. The tribunal accepted the settlement and disposed of the appeal accordingly, emphasizing the importance of mutual consent in resolving real estate disputes.

Moreover, the tribunal ordered that the pre-deposit amount made by the promoter under Section 43(5) of the Real Estate (Regulation and Development) Act (RERA), 2016, be refunded with accrued interest following satisfactory verification of compliance with the settlement terms. This mechanism ensures financial protection for both parties while reinforcing regulatory oversight. Through this order, the tribunal highlighted procedural fairness and pragmatic dispute resolution within the framework of RERA.

This judgment underscores the regulatory focus on enforcing possession timelines and interest payment obligations on promoters to safeguard homebuyer interests. It reiterates that promoters are accountable for delay-related financial consequences and cannot impose extra unauthorized charges on buyers. The tribunal's endorsement of alternative dispute resolution via settlement demonstrates a balanced judicial approach fostering cooperation without compromising statutory protections.

In summary, the Haryana Real Estate Appellate Tribunal's decision consolidates critical buyer safeguards by affirming delayed possession interest payments, barring unauthorized charges, and facilitating withdrawal of appeals on settlement grounds. It reflects regulatory rigor combined with flexible dispute resolution, ensuring equitable outcomes aligned with RERA's consumer protection objectives. The order promotes timely project delivery, financial redress, and harmonious resolution in real estate transactions, reinforcing confidence in regulatory governance and ensuring accountability of promoters towards aggrieved allottees. This ruling contributes to fair real estate practices and promotes transparency and trust in the property market ecosystem in Haryana.

APPELLANT: ASHOK KUMAR SONI

RESPONDENT: M/S. TATA HOUSING DEVELOPMENT CO. LTD

CORAM: JUSTICE RAJAN GUPTA CHAIRMAN

SHRI RAKESH MANOCHA MEMBER (TECHNICAL)

ORDER DATE: 25.09. 2025

Complainant Representative: Mr. Prashant Kapila, Advocate

Respondent Representative: None for the respondent

Gist: The Haryana Real Estate Appellate Tribunal dismissed the appeal by Ashok Kumar Soni against Ms. Tata Housing Development Co. Ltd. concerning a complaint related to the Elan Miracle project in Gurugram. The complainant alleged the promoter had changed the site plan without proper evidence, claimed differential pricing for flats sold to a bank at a lower rate compared to him, and sought compensation for non-delivery of possession and lack of promised facilities. The tribunal noted that the complainant had already accepted delayed possession charges and possession was delivered as per earlier orders. It observed that similar claims had been adjudicated in prior complaints, which were dismissed, and the complainant concealed these earlier proceedings. The tribunal affirmed that suppression of

earlier litigation amounts to fraud and bars a party from raising the same claims again. It upheld the Adjudicating Officer's dismissal of the complaint, emphasizing the need to avoid frivolous litigation and maintain judicial economy. No costs were awarded against the appellant, and the appeal was dismissed for lack of merit.

The Haryana Real Estate Appellate Tribunal delivered its judgment in the appeal filed by Ashok Kumar Soni against Tata Housing Development Co. Ltd., centered on complaints related to the Elan Miracle project in Gurugram. The appellant raised multiple grievances, including the alleged unauthorized modification of the site plan, claims of differential pricing with banks receiving flats at discounted rates, delays in possession delivery, and absence of promised amenities. The tribunal scrutinized the documentary evidence and submissions, observing that the appellant did not provide sufficient proof to support the claims about changes in the site plan or differential pricing. Additionally, the tribunal noted that the complainant had already sought and accepted compensation for delayed possession, which was consistent with the earlier regulatory orders.

Moreover, the tribunal identified that many issues raised in the current appeal had been previously adjudicated in related complaints. The appellant had failed to disclose these prior proceedings and judgments, thereby concealing material facts. This suppression of earlier litigation was deemed a serious misconduct amounting to fraud on the regulatory forum. The principle of *res judicata* barred the appellant from reopening settled matters through repetitive complaints, ensuring judicial resources are not wasted on frivolous litigation.

The tribunal emphasized the importance of upholding procedural fairness and judicial economy to foster confidence in real estate dispute resolution under the Real Estate (Regulation and Development) Act (RERA). It affirmed that promoters could not be held liable for alleged deficiencies unless credible evidence is presented, and buyers should not exploit regulatory mechanisms to harass developers with repeated unfounded claims. The Adjudicating Officer's original dismissal of the complaint was therefore upheld, signaling strict adherence to legal standards and evidentiary requirements.

The tribunal rejected all allegations regarding site plan alterations, unjust pricing practices, and deficiencies in amenities or possession timelines, given the absence of corroborative evidence and the complainant's acceptance of delayed possession adjustments. The tribunal did not impose costs on the appellant, recognizing that although the appeal lacked merit, the complainant had acted in good faith rather than with malice. The appeal was dismissed on grounds of lack of substantive merit and abuse of process due to failure to disclose material facts.

This ruling underscores the tribunal's commitment to balancing the protection of homebuyer rights with safeguards against frivolous litigation that threatens the stability of regulatory processes. It reinforces the legal principle that complaints must be supported by credible evidence and that settled disputes cannot be reopened without new grounds. By affirming the promoter's compliance with possession directives and rejecting unsubstantiated allegations, the tribunal promotes transparency, accountability, and fairness in the housing sector's regulatory framework. The judgment exemplifies effective legal stewardship in adjudicating real estate disputes, encouraging buyer vigilance and promoter responsibility within the statutory mandate of RERA. Ultimately, it advances the objective of ensuring trustworthy and efficient resolution mechanisms in the real estate market of Haryana.

APPELLANT: ADVANCE INDIA PROJECTS LIMITED..

RESPONDENT: NARESH SARAN

CORAM: JUSTICE RAJAN GUPTA CHAIRMAN

DR. VIRENDER PARSHAD MEMBER (JUDICIAL)

ORDER DATE: 26.09.2025

Representative: Ms. Svetlana, Advocate with
Mr. Sandeep Verma, Advocate.

Respondent Representative: None for respondent

Gist: The Haryana Real Estate Appellate Tribunal dismissed an appeal filed by Advance India Projects Limited challenging an order of the Real Estate Regulatory Authority dated March 20, 2024. The order directed the promoter to hand over physical possession of the unit to the allottee, Naresh Saran, within 30 days and to pay an assured return of Rs. 74,706 per month from May 3, 2017, to January 21, 2022, adjusted for amounts already paid. The allottee was also required to pay any outstanding dues, while the promoter was to refund any excess payments with interest. The promoter challenged the mandatory pre-deposit requirement, arguing that payments already made to the allottee exceeded the assured return liability. However, the tribunal emphasized that the pre-deposit is mandatory for promoters appealing orders and cannot be waived, affirming the statutory framework under RERA. The appeal was dismissed for non-compliance with pre-deposit provisions, reinforcing that promoters must follow procedural mandates to avail appellate remedies. This decision upholds buyer protections, timely possession delivery, and strict adherence to regulatory processes.

The matter before the Haryana Real Estate Appellate Tribunal involved an appeal by Advance India Projects Limited (the promoter) against an order dated 20 March 2024 issued by the Haryana Real Estate Regulatory Authority (Authority), in favor of allottee Naresh Saran. The Authority's order required the promoter to handover physical possession of the property within 30 days, pay assured returns as per the builder-buyer agreement from 3 May 2017 to 21 January 2022 (after accounting for prior payments), adjust outstanding dues, refund any excess paid amounts with interest, avoid levying extra charges not stipulated in the agreement, and execute the conveyance deed for the property within three months of possession, subject to compliance with state norms and payment of stamp duty.

When the promoter challenged this order, it sought waiver from the mandatory pre-deposit required under Section 43(5) of the Real Estate (Regulation and Development) Act, 2016—a statutory condition for entertaining appeals by promoters. The promoter argued that it had already paid an excess amount of assured return to the allottee, so no pre-deposit should be required. However, upon reviewing the facts and statutory position, the Tribunal held that computation of pre-deposit cannot be left to subjective claims of overpayment by the promoter, and that it is the Registry's responsibility to determine the amount as per the impugned order. The Tribunal clarified that the legal framework makes it compulsory for the promoter to deposit the entire amount to be paid to the allottee before the appeal can be admitted. This requirement is non-discretionary, with no provision for waiver or exemption.

Citing the Supreme Court's ruling in *Newtech Promoters and Developers Pvt. Ltd. v. State of UP*, the Tribunal emphasized that the purpose of the pre-deposit provision is to protect the interests of consumers (allottees) and is based on an intelligible classification between promoters and homebuyers, justified by their distinct rights and obligations under the law. The Tribunal also

explained that the right of appeal for promoters is conditional and cannot be exercised unless the requisite pre-deposit is made, whereas no such requirement exists for appeals filed by allottees.

The Tribunal found the promoter's plea for exemption from the pre-deposit baseless, noting that mere assertion of overpayment did not undermine the Authority's order or fulfil the statutory requirement. The Tribunal dismissed both the waiver application and the appeal itself, declaring that a non-compliant appeal cannot be entertained under law. The decision reinforces the legislative intent to safeguard consumer rights in real estate transactions, ensuring that appeals do not become tools for delaying compliance with regulatory orders.

In summary, the Tribunal dismissed the promoter's appeal due to non-compliance with the pre-deposit requirement. The order confirms that the statutory pre-deposit under Section 43(5) RERA is mandatory for promoter appeals, with no provision for waiver, and is fundamental to protecting homebuyer interests and upholding the regulatory scheme envisioned under RERA.

APPELLANT: NARESH DAYAL

RESPONDENT: M/S BPTP LTD.

CORAM: JUSTICE RAJAN GUPTA CHAIRMAN

DR. VIRENDER PARSHAD MEMBER (JUDICIAL)

DINESH SINGH CHAUHAN MEMBER (TECHNICAL)

ORDER DATE: 13.10.2025

Complainant Representative: Mr. Nitin Kant Setia, Advocate

Respondent Representative: Mr. Hemant Saini, Advocate along with

Mr. Himanshu Monga, Advocate,

Ms. Neha, Advocate

Gist: The document outlines RERA's directives for promoters to ensure timely delivery and formalization of agreements with allottees. It emphasizes promoters' legal obligations to execute Builder Buyer Agreements promptly upon receipt of payments, protecting buyer rights under the Act. The appellate tribunal highlights that delayed possession or modifying project plans without consent amounts to violations, warranting compensation and interest for affected buyers. The ruling reinforces the regulatory framework aiming for transparency, accountability, and fair resolution of real estate disputes, preventing promoters from leveraging procedural delays or non-compliance to the detriment of buyers.

The document is a detailed appellate decision from the Haryana Real Estate Appellate Tribunal emphasizing the legal obligations of real estate promoters under the Real Estate (Regulation and Development) Act (RERA) and related Haryana rules. The tribunal reaffirms that promoters must promptly execute Builder Buyer Agreements (BBAs) with allottees upon receipt of payments to ensure proper legal formalities, transparency, and protection of buyer rights. It condemns delays or failures in signing BBAs as violations of statutory duties that disrupt buyers' contractual rights and generate unwarranted uncertainty regarding property possession and ownership.

The tribunal scrutinizes common issues faced by allottees, such as delayed delivery, unauthorized changes to project plans, and non-fulfillment of promised amenities, holding promoters accountable for such lapses. It underscores that promoters cannot use partial payment defaults or administrative excuses to delay formal agreement execution or avoid liability for timeline breaches. The tribunal stresses that timely execution of agreements, adherence to committed project specifications, and delivery schedules are fundamental obligations intrinsic to building trust and confidence in the real estate sector.

Through its rulings, the tribunal highlights the statutory mandate to provide compensatory relief, including interest payments on delayed possession and compensation for mental agony or financial losses due to non-performance by the promoter. It draws upon precedent and statutory provisions to clarify that interest calculations must align with the financial year's highest marginal cost of lending rate plus a margin, ensuring fair compensation reflective of actual losses incurred by buyers.

The tribunal also tackles issues of repeat litigations and suppression of facts by buyers or promoters, emphasizing principles of res judicata to prevent abuse of the regulatory mechanism. It encourages resolution through settlement where possible, promoting judicial economy and reducing protracted disputes. The tribunal's approach balances consumer protections with safeguards against frivolous claims, aiming to streamline dispute redressal within the robust regulatory architecture of RERA.

A recurring theme is the necessity for transparency, good faith, and compliance with regulatory guidelines to foster an orderly and accountable real estate market. The tribunal reminds promoters that non-compliance not only attracts penalties but also damages market credibility, whereas meticulous adherence to obligations nurtures consumer trust and supports sustainable development.

In conclusion, the tribunal's comprehensive decisions encapsulate the essential regulatory principles of prompt agreement execution, transparent dealings, obligation fulfillment, and strict adherence to timelines under RERA. These rulings enhance protection for homebuyers, clarify the rights and responsibilities of promoters, and promote fair and efficient resolution of real estate disputes in Haryana. The judgment serves as a critical reference for stakeholders, promoting discipline, accountability, and consumer confidence in the evolving regulatory landscape governing real estate transactions. It exemplifies the tribunal's commitment to enforcing statutory safeguards and ensuring justice within the real estate sector.

APPELLANT: ASHIANA DWELLINGS PVT.LTD.

RESPONDENT: 1. MRS. RUHI ROY

2. MR. SANTOSH ROY

CORAM: JUSTICE RAJAN GUPTA CHAIRMAN

DR. VIRENDER PARSHAD MEMBER (JUDICIAL)

DINESH SINGH CHAUHAN MEMBER (TECHNICAL)

ORDER DATE: 17.10. 2025

Complainant Representative: Justice Rajan Gupta Chairman

Respondent Representative: None for Respondent

Gist: The case involves SBL Infrastructure Pvt. Ltd. challenging an order from the Haryana Real Estate Regulatory Authority regarding a complaint by Mrs. Anshu Sharma for non-refund of her booking amount for a flat in a project. The appellant argued that the complainant failed to respond to notices and misrepresented the facts, and the refund was not due as per project status. However, the tribunal noted that due procedure under RERA was not followed, the promoter delayed execution of agreements and possession, and refund was mandated under Section 18 for buyer protection. The tribunal upheld the authority's order directing refund with interest and compensation to the complainant, reinforcing that promoters must comply with contractual and statutory obligations promptly to safeguard consumer rights.

The Haryana Real Estate Appellate Tribunal reviewed an appeal by SBL Infrastructure Pvt. Ltd., contesting a refund order passed by the Haryana Real Estate Regulatory Authority in relation to a complaint filed by Mrs. Anshu Sharma for non-refund of her booking amount for a flat in the promoter's project. The appellant promoter argued that the complainant did not respond to notices served by the authority and alleged misrepresentation of facts regarding the delay and refund claim. They contended that the refund was not due at the time as the project had not reached a stage warranting full refund, and procedural requirements for refund were not fulfilled.

The tribunal carefully evaluated the sequence of events, applicable statutory provisions, and arguments presented by both parties. It observed that despite receiving payments, the promoter had delayed formal execution of sale agreements and possession beyond contractual timelines. This delay caused significant inconvenience and financial hardship to the complainant, who legitimately sought refund under the protective provisions of the Real Estate (Regulation and Development) Act (RERA).

The tribunal noted that the promoter's failure to promptly adhere to contractual and regulatory commitments constituted a breach of statutory obligations. Section 18 of RERA places a clear onus on promoters to refund the amounts paid by allottees, with prescribed interest, in case of delay, default, or failure to deliver possession as per the agreement. The authority had rightfully exercised its powers to direct refund along with interest and compensation as relief for the aggrieved buyer.

The tribunal emphasized that enforcement of buyer rights under RERA cannot be curtailed or delayed by promoter excuses regarding project progress or partial compliance. The regulatory framework is designed to expedite relief measures to homebuyers affected by developer defaults, ensuring financial redress and safeguarding consumer interests. Consequently, the tribunal upheld the order of the authority mandating the promoter to refund the complainant's payment with applicable interest and compensation.

This decision reinforces the principle that promoters must operate within the bounds of the law, execute agreements in a timely manner, maintain transparency, and respect buyer entitlements to refund and compensation in case of non-performance. The ruling also highlights the tribunal's balanced approach to discouraging promoter non-compliance while ensuring procedural fairness and accountability.

In conclusion, the Haryana Real Estate Appellate Tribunal dismissed the promoter's appeal, affirming the regulatory authority's order for refund with interest and compensation in favor of the complainant. The judgement strengthens consumer protections under RERA, deters promoter delays, and upholds contractual sanctity in real estate transactions. By reiterating the promoter's statutory duty to comply without unjustified delay, this ruling promotes equitable treatment of homebuyers and reinforces confidence in legal recourse under RERA's ambit. It stands as a vital precedent directing promoters to honor contractual and regulatory obligations diligently, thus fostering transparency and trust in the Haryana real estate market.

MAHARASHTRA REAL ESTATE APPELLATE TRIBUNAL

APPELLANT: RUNWAL DEVELOPERS PVT. LTD.

RESPONDENT: 1. MR. AMAR OCHANI

2. MRS. KOMAL AMAR OCHANI.

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

SHRI SHRIKANT M. DESHPANDE, MEMBER (A)

ORDER DATE: 4.09.2025

Appellant Representative: Adv. Mr. Abir Patel

Respondent Representative: Adv. Ms. Shakila Mulla

Gist: The main point of the document is that Runwal Developers Pvt. Ltd. challenged two orders from the Maharashtra Real Estate Regulatory Authority (MahaRERA) but filed the appeal after the statutory limitation period had expired. The developer argued that the delay was due to genuinely pursuing a review process and not receiving official intimation about the orders, and that the period spent on the review should not count toward the limitation. The Appellate Tribunal, after considering the facts and legal principles, held that there was sufficient cause for the delay, condoned it, but imposed a cost of ₹10,000 on the developer to compensate the non-applicants for the prolonged litigation.

The case between Runwal Developers Pvt. Ltd. (applicant) and Mr. Amar Ochani and Mrs. Komal Amar Ochani (non-applicants) revolves around the applicant's challenge to two orders passed by the Maharashtra Real Estate Regulatory Authority (MahaRERA) connected to complaint no. CC006000000195593. The first order was dated July 4, 2022, and the second, a review order, was dated November 8, 2024. Runwal Developers filed a delay condonation application to seek permission for filing the appeal beyond the prescribed limitation period.

Runwal Developers contended that they were not officially notified of the first order and only discovered it online on August 18, 2022. They pursued a bonafide review application against this order from December 6, 2022, to November 30, 2024, during which period they argued the limitation period should be excluded under Section 14 of the Limitation Act. The review was dismissed on merits, and subsequently, they filed the appeal on February 25, 2025, with a delay of about 19 days beyond the limitation period. The applicant submitted that delay was unintentional, caused by internal deliberations within their large organization, and emphasized their genuine efforts to file at the earliest. They also argued that refusing delay condonation would cause serious prejudice to them, whereas condonation would not prejudice the non-applicants.

The non-applicants opposed the delay condonation, arguing that the delay was inordinate and due to negligence. They pointed out that the applicant had delayed the review application itself by 109 days beyond the 45-day limit and used the review process deliberately to prolong litigation instead of filing an appeal within time. They viewed this as an abuse of judicial process, causing unnecessary hardship to the non-applicants, who had been involved in prolonged litigation since 2021. The non-applicants also highlighted that the very act of filing the appeal before the execution proceedings concluded showed a lack of good faith by the applicant.

The tribunal examined the facts and legal principles, referencing Section 36(a) of the Maharashtra Real Estate Regulatory Authority (General) Regulations, 2017, which allows review where no appeal has been filed, and considered the provisions of the Limitation Act. It recognized that the applicant's pursuit of review was bonafide and lawful under the RERA Act, thereby exempting the review pendency period from the limitation calculation. Therefore, the delay after the review order came to knowledge was about 25 days. The tribunal emphasized the established legal principle that

"sufficient cause" for delay must be liberally construed to advance substantial justice, provided the delay was not due to negligence or mala fide intent.

After careful consideration, the tribunal accepted the applicant's explanation, finding no deliberate or negligent conduct sufficient to reject the delay condonation. It noted that substantial justice should prevail over technicalities so that meritorious matters are decided on their merit. However, to balance interests and compensate the non-applicants for the inconvenience caused, the tribunal imposed a cost of ₹10,000 on the applicant to be paid directly to the non-applicants.

Consequently, the tribunal allowed the Miscellaneous Application No. 350 of 2025, condoned the delay in filing the appeal, subject to the cost condition. This enabled Runwal Developers to proceed with their appeal challenging both impugned orders, facilitating a fair hearing on the substantive issues of the case while addressing procedural delays with measured fairness.

APPELLANT: MAHIMKAR BUILDERS AND DEVELOPERS PRIVATE LIMITED

RESPONDENT: 1. MR. DAYANAND SHEET

2. MS. HARINAKSHI SHETT

3. ASSISTANT COMMISSIONER-E WARD, MCGM

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

SHRI SHRIKANT M. DESHPANDE, MEMBER (A)

ORDER DATE: 26.09.2025

Appellant representative: Adv. Ms. Ankita chatterjee

Respondent representative: Adv. Mr. Nilesh gala

Gist: The Maharashtra Real Estate Appellate Tribunal allowed the restoration application filed by Mahimkar Builders and Developers Pvt. Ltd. despite a delay of nearly four years, considering the extended limitation period granted by the Supreme Court during the Covid-19 pandemic. The Tribunal found that the delay was sufficiently explained, mainly due to ill health and pandemic disruptions, and rejected allegations of mala fide intent and procedural defects. It emphasized the importance of balancing procedural requirements with equitable considerations under exceptional circumstances. Consequently, the promoter was permitted to pursue the appeal's merits without being barred by procedural delays.

The Maharashtra Real Estate Appellate Tribunal addressed the restoration application of Mahimkar Builders and Developers Pvt. Ltd. in Appeal No. U-13 of 2020, which had been dismissed due to non-compliance with statutory requirements. The promoter sought restoration through a Miscellaneous Application filed in April 2022, alleging sufficient cause for the delay primarily due to the ill health of the promoter's representative and misguidance by their former advocate. Additionally, they raised the unprecedented impact of the Covid-19 pandemic and the consequent lockdowns as significant factors hampering their ability to act promptly. The promoter contended that the restoration application was filed within the extended limitation period sanctioned by the Supreme Court in response to the pandemic, which uniformly suspended limitation deadlines from March 15, 2020, to March 14, 2021.

The allottees opposing the restoration application challenged the genuineness of the delay and accused the promoter of withholding material facts, including pending writ petitions, thereby allegedly attempting to mislead the Tribunal. They further contended that the application was procedurally defective, citing non-compliance with verification norms under the Civil Procedure Code and absence of authorized affidavits, which rendered the application invalid. The allottees argued that such glaring procedural irregularities coupled with the extensive delay demonstrated a lack of bona fide intention by the promoter to pursue their appeal diligently.

The Tribunal carefully examined the submissions, relevant case law, and the Supreme Court's directions on the suspension and extension of limitation periods due to the Covid-19 pandemic. It observed that the extended limitation period recognized by the Supreme Court applies across the board and must be respected unless specific exceptions exist. The Tribunal also stressed that restoration applications filed within the extended limitation period during the pandemic should not be summarily rejected if realistic reasons are provided. Importantly, the court recognized that alleged procedural deficiencies could be addressed or rectified by appropriate directions without denying an opportunity for restoration outright.

Balancing the equitable principle of access to justice with procedural discipline, the Tribunal concluded that the restoration application was filed within the extended limitation period, aligning with the pandemic-induced legal relief measures. It found no conclusive evidence of mala fide conduct or any attempt to mislead the Tribunal. Consequently, the Tribunal dismissed the delay objections raised by the allottees and allowed the restoration application to proceed, thereby restoring the promoter's appeal for hearing on merits. The Tribunal ordered each party to bear its own costs, reflecting the balanced nature of the verdict.

This judgment is significant as it highlights the Tribunal's willingness to apply a nuanced approach in extraordinary circumstances, such as the ongoing effects of a global pandemic. It underscores the importance of upholding litigants' rights by recognizing legitimate limitations imposed by external factors, while also maintaining procedural safeguards to prevent abuse of process. It also clarifies that procedural formalities, though essential, do not override the principle of substantive justice, particularly when parties act in good faith under difficult circumstances.

In essence, the decision promotes fairness and a practical approach towards condoning delays, especially when caused by genuine hardships beyond the parties' control. It reassures promoters and other stakeholders in the real estate sector that tribunals will consider pandemic-related disruptions sympathetically while preserving the integrity and objectives of the Real Estate Regulatory framework. This approach ensures that substantive adjudication of disputes remains accessible, timely, and responsive to real-world challenges faced by litigants today.

APPELLANT: 1. Ritwija Mukund Joshi

2. Mukund Laxman Joshi

RESPONDENT: 1. Mega Developers

2. Yashwant Ramchandra Joshi

3. Shrilant Prabhakarr Joshi

4. Amol Arun Choudhary

5. Yashwant Ramchandra Joshi

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

SHRI RAJAGOPAL DEVARA, MEMBER (A)

ORDER DATE: 16.10.2025

Appellant Representative: Adv. Mr. Rahul Kankariya

Respondent Representative: Adv. Amit Patil

Gist: The Maharashtra Real Estate Appellate Tribunal ruled on appeals filed by flat purchasers against Mega Developers concerning delayed possession and non-refund of amounts paid. The purchasers had booked flats, paying the entire consideration upfront, but possession was not delivered by the agreed date. The developer had offered a rebate for upfront payment and issued a cheque to the purchasers, which was dishonored, leading to a criminal complaint under the Negotiable Instruments Act. The Tribunal found that the developer failed to register the sale agreements and delayed possession, violating the Real Estate (Regulation and Development) Act. The authority had ordered the promoter to refund the paid amount but did not award interest or rebate payments. The Tribunal set aside this order, directing the developer to refund the total amount with interest and pay the rebate with interest, holding that buyers are entitled to such compensation due to delays not caused by them. The developer's claims of delays due to external factors were rejected, emphasizing the promoter's obligation to assess and manage project timelines responsibly. The appeals were partly allowed with both parties bearing their own costs.

The Maharashtra and Haryana Real Estate Appellate Tribunals have delivered several key rulings that collectively illustrate a nuanced balance between procedural adherence and substantive justice within the Real Estate (Regulation and Development) Act, 2016 (RERA) framework. One major focus in Maharashtra was the condonation of delays in filing appeals by promoters such as R. Retail Ventures Pvt. Ltd. and Parinee Realty Pvt. Ltd., where delays were caused by factors including lack of official communication by MahaRERA, ill health of directors, and administrative difficulties compounded by festivals and natural disruptions like heavy rains. The Tribunals adopted a liberal approach in these cases, emphasizing that delays should be condoned where sufficient cause is shown and mala fide intent or deliberate dilatory tactics are absent. This reflects the judiciary's preference to prioritize access to justice and the appeal on merits rather than allow procedural technicalities to bar litigants, thereby aligning with the legislative intent of RERA to promote fairness and protect the interests of all stakeholders.

In stark contrast, the Haryana Real Estate Appellate Tribunal firmly enforced the statutory requirement for promoters to make mandatory pre-deposits before their appeals are admitted, as illustrated in the case of Advance India Projects Limited. The Tribunal underscored that this provision protects homebuyers from frivolous delays and undue litigation aimed at avoiding compliance with RERA orders. Despite promoter claims of overpayment or hardship, the Tribunal

upheld the absolute nature of this requirement, citing Supreme Court precedent and emphasizing statutory intent. This decision reinforces the conditional nature of promoter appeal rights as compared to more unqualified rights for allottees, reflecting a clear consumer-protection priority in the regulatory framework.

Another significant Maharashtra case involved Mahimkar Builders seeking restoration of an appeal dismissed years earlier. The promoters justified the delay with ill health, attorney misguidance, and the impact of the Covid-19 pandemic lockdowns. The Tribunal considered the Supreme Court's extension of limitation periods due to the pandemic and accepted that the restoration application was timely within the extended period. It also rejected claims of mala fide conduct or procedural defects by the allottees. This ruling exemplifies the Tribunal's equitable and flexible approach under extraordinary circumstances, balancing procedural discipline with the realities of litigants' hardships during unprecedented public health crises.

Finally, a case involving Mega Developers drew attention to the delayed possession of flats, refusal to refund amounts timely, and dishonored rebate cheques offered for upfront payments by purchasers. The Tribunal found that the developer failed to register sale agreements timely and deliver possession as per contractual obligations, violating RERA provisions. It enhanced the earlier regulatory order by directing refunds with interest and payment of rebates with interest, rejecting the developer's excuse of external factors for delay. This ruling reiterates the promoter's accountability to manage project timelines and financial obligations responsibly and reinforces homebuyer protections through fair compensation for delay and defaults.

Taken together, these decisions demonstrate the evolving jurisprudence of Real Estate Appellate Tribunals that strive to uphold the dual goals of speedy, fair dispute resolution and robust consumer protection under the Real Estate Regulatory framework. They highlight the judiciary's readiness to condone procedural delays stemming from genuine or uncontrollable causes, enforce mandatory statutory safeguards such as pre-deposits to prevent abusive appeals, and require promoters to fulfill contractual and regulatory obligations including interest-bearing refunds and timely project delivery. This jurisprudence builds confidence among all stakeholders in India's real estate sector that the regulatory ecosystem will balance fairness, accountability, and efficiency, especially in complex, real-world litigation scenarios. These rulings provide a valuable roadmap for promoters, developers, allottees, and legal practitioners navigating compliance and dispute resolution under the Real Estate (Regulation and Development) Act, 2016.

APPELLANT: REAL GEM BUILDTECH PVT. LTD.

RESPONDENT: 1. SURESH MAHAVEER PANSARI

2. MANJU SURESH PANSARI,

3. BHISHMA REALTY LTD.

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

SHRI SHRIKANT M. DESHPANDE, MEMBER (A)

ORDER DATE: 17.10.2025

Appellant Representative: Adv. Mr. Abir Patel

Respondent Representative: Adv. Mr. Murtuza Bohra

Adv. Ms. Archana Malvankar

Gist: The Maharashtra Real Estate Appellate Tribunal addressed the condonation of a 76-day delay in filing an appeal by Real Gem Buildtech Pvt. Ltd. against an order passed by MahaRERA on September 30, 2024. The impugned order was uploaded on the MahaRERA website on October 15, 2024, and the appeal was filed on February 28, 2025, beyond the statutory 60-day limitation period. The promoter explained the delay was due to the complexity of the consolidated group complaints, requiring careful evaluation of multiple intertwined issues, and the internal coordination among various departments to finalize the appeal draft. The Tribunal, relying on settled legal principles, held that "sufficient cause" for delay must be liberally construed to serve substantial justice, especially when there is no mala fide intention or deliberate negligence. It emphasized that refusing condonation could unjustly bar the appellant's valuable right to appeal merely due to technical delay. Considering the genuine efforts made and the non-prejudicial effect on allottees, the Tribunal condoned the delay subject to the promoter paying Rs. 25,000 as costs to the allottees, thus allowing the appeal to be heard on its merits. This judgment demonstrates the Tribunal's commitment to balancing procedural rigor with equitable justice, ensuring that litigants who act bona fide are not deprived of their legal rights due to minor delays in complex scenarios.

The Maharashtra Real Estate Appellate Tribunal considered a case involving Real Gem Buildtech Pvt. Ltd., where the promoter sought condonation of a 76-day delay in filing an appeal against a common order dated September 30, 2024, passed by Maharashtra Real Estate Regulatory Authority (MahaRERA). The impugned order related to Complaint No. CC006000000374880, filed by allottees against the promoter concerning project disputes. The appeal was required to be filed within 60 days but was instead submitted 76 days late, with the promoter attributing the delay to the complexity of the consolidated complaints, the need for thorough examination of intertwined issues affecting multiple complaints, and the coordination required across various internal departments to prepare the appeal draft accurately.

The Tribunal, guided by established case law, underscored that "sufficient cause" for condonation of delay must be interpreted liberally to advance substantial justice rather than defeat the right to appeal on procedural grounds. It emphasized that a delay caused by genuine and bona fide efforts to prepare and finalize a complex appeal, without mala fide intentions or deliberate negligence, should be condoned. The Tribunal noted that rigid adherence to procedural timelines, especially in multifaceted cases involving multiple stakeholders, could unjustly punish the promoter and deny them the opportunity for substantive adjudication.

Balancing procedural discipline with equities, the Tribunal allowed the condonation application but imposed a cost of Rs. 25,000 payable by the promoter to the allottees in recognition of the inconvenience caused by the delay. The decision enables the appeal to be heard on merits, consistent with the principle that justice should not be sacrificed at the altar of mere technicalities.

This ruling illustrates the Tribunal's pragmatic and fairness-oriented stance in real estate dispute resolution. It reflects a focus on preserving access to justice, particularly when delays are caused

by legitimate administrative, procedural, or technical issues inherent in large complex projects. The judgment reinforces that delay alone, without ill intent or prejudice to the opposing party, should not bar an appellant's rights. It provides guidance to promoters and legal practitioners on the importance of demonstrating genuine cause and promptly addressing delays, while also reaffirming the Tribunal's commitment to upholding both procedural rules and substantive fairness under the Real Estate (Regulation and Development) Act, 2016.

By condoning the delay and permitting the appeal on its merits, the Tribunal contributed towards ensuring that project-related disputes are resolved transparently, effectively, and justly, thereby strengthening confidence in regulatory processes governing India's real estate sector. This decision is a notable example of the evolving judicial approach aligning with the stated objectives of the RERA legislation to protect homebuyers and promote responsible real estate development and dispute resolution mechanisms.

RAJASTHAN REAL ESTATE REGULATORY AUTHORITY

COMPLAINANT: VIJAY TANDON

RESPONDENT: 1. FELICITY PROJECTS PVT. LTD.

2. ASHU MATHUR

3. CHETAN PRAKASH GOYAL

CORAM: SMT. VEENU GUPTA, HON'BLE CHAIRPERSON

ORDER DATE: 04.11.2024

Complainant Representative: Adv. Lipi Garg

Respondent Representative: 1. Adv Samay Maheshwari,

2. Adv Siddharth Bapna,

Gist: It is reiterated that disputes between the respondent-landowner and respondent-promoter cannot, and must not, impede or compromise the rights of the allottees. The objective of the Real Estate (Regulation and Development) Act, 2016 is to ensure the protection of allottees and to insulate them from internal disputes relating to development agreements, revenue sharing, or financial settlement between project entities..

The document is an order from the Rajasthan Real Estate Regulatory Authority (RERA) dated November 4, 2024, concerning Complaint No. RAJ-RERA-C-2018-2452 filed by Vijay Tandon against Felicity Projects Pvt. Ltd. and others regarding delayed possession of a flat in the Felicity Irene Usha Tower project, registered with RERA. The complainant was allotted a 4BHK flat and had executed a Sale Agreement on April 15, 2015, with the promise of possession by July 17, 2017, or November 17, 2017, including grace periods. The complainant paid over Rs. 1.07 crores by January 2017, but the possession was not delivered by the stipulated dates, and the project stalled due to disputes between the developer and landowner. The complainant sought a refund of paid amounts along with interest and compensation.

The Authority found that the complainant is entitled to a refund with interest as the respondents failed to deliver possession within the agreed timeline. The respondents' claim that delays were caused by force majeure events, such as court stay orders from 2018 to 2022 and the COVID-19

pandemic, was acknowledged but did not absolve their responsibility. The claim that the complainant defaulted on payments was rejected based on ledger evidence and the fact that no demands after 2017 were raised by the respondents. The project is declared lapsed as it remained incomplete even after extensions were granted thrice.

The dispute over accountability revealed that the delay in the project completion was primarily the responsibility of the developer and landowner, as per Clause 22 of the Development Agreement dated April 23, 2015, which binds the developer to complete work within 36 to 40 months subject to reasonable extensions for force majeure or title issues. The Authority avoided entanglement in the internal dispute between landowner and developer, referencing precedent that it is not the forum to decide such ownership conflicts.

Regarding liability for refund payment, an arbitral award dated April 25, 2024, along with settlement agreements, established that both the developer and landowner are jointly and equally liable to refund the amount with interest. Although the landowner contested the award's applicability before the Authority, the Authority upheld the award as valid and binding since it was not challenged legally and represented a mutual settlement. Therefore, both parties are directed to refund the complainant amount with interest calculated at the prescribed SBI highest marginal cost of funds rate from the expected possession date until payment is made, excluding any moratorium period.

The order concludes by directing compliance within 45 days of uploading the order, emphasizing the developer's and landowner's clear responsibility as per the Development Agreement and the arbitral settlement. The complaint is disposed of with instructions for refund and interest payment to the complainant. This case highlights key aspects of the Real Estate (Regulation and Development) Act, including buyer protection through timely possession, joint liability of project stakeholders, and RERA's authority to enforce refunds and interest for delays in possession and project completion.

COMPLAINANT: MANGLAM BUILD DEVELOPERS LIMITEDs

RESPONDENT: SMT. KIRAN DEVI CHOUHAN

CORAM: SMT. VEENU GUPTA, HON'BLE CHAIRPERSON

ORDER DATE: 23.09.2025

Complainant Representative: Adv Yashwant Suwalka,

Respondent Representative: None for respondent

Gist: The complaint relates to the cancellation of a unit allotted to Smt. Kiran Devi Chouhan by Manglam Build Developers Limited due to non-payment of outstanding dues. Despite reminders and notices, the respondent neither paid nor appeared before the Authority, leading to an ex parte hearing. The Authority allowed the cancellation of the unit and agreement for sale, and directed the Registrar to issue a notice to the Sub-Registrar for cancelling the registered sale agreement. This order was passed by the Rajasthan Real Estate Regulatory Authority on 23.09.2025

The complaint before the Rajasthan Real Estate Regulatory Authority (RERA), Jaipur, involves Manglam Build Developers Limited as the complainant and Smt. Kiran Devi Chouhan as the respondent concerning unit No. LIG-626 in the project Manglam Aadhaar located in Bikaner. The unit was allotted to the respondent through an allotment letter dated 30.11.2017 with a total consideration of Rs. 9,90,000, of which the respondent paid Rs. 99,000 upfront. An agreement for sale was executed on 12.01.2018 which included a clause (7.1) committing the promoter to hand over possession of the unit with all prescribed specifications, amenities, and facilities by December 2019, with an additional six months' grace period.

Despite the contractual obligations, the respondent failed to pay the remaining amount. The developer issued multiple demand-cum-reminder letters to the respondent regarding the payment of pending dues, but there was no compliance. Consequently, the promoter cancelled the allotment on 02.02.2024 citing non-payment of dues and sought the Authority's intervention to uphold this cancellation and to direct cancellation of the registered sale agreement. The complaint was filed under section 31 of the Real Estate Regulation and Development Act, 2016, which covers disputes arising from breaches of contract and obligations.

During the proceedings, the respondent did not appear before the Authority and did not submit any written reply even after proper notices and hearing opportunities were provided. The Authority thus proceeded with an ex parte hearing based on the complainant's submissions. After evaluating the facts, the Authority found the cancellation justified because the respondent defaulted on payments despite clear contractual terms and reminders. The Authority held that non-appearance and non-compliance by the respondent further reinforced entitlement to cancellation.

The Authority's order provided clear directives: it allowed the complaint filed by Manglam Build Developers Limited, confirmed the cancellation of the allotment and the agreement for sale of unit No. LIG-626 in their favor, and instructed its Registrar to serve a notice on the concerned Sub-Registrar to cancel the registered agreement for sale dated 12.01.2018. This final direction ensures the legal formalities reflect the termination of the contract and protects the promoter's rights to deal with the unit as per the law. The decision highlights the importance of timely payments in real estate transactions and the legal consequences of failing to meet payment obligations under RERA regulations, safeguarding developers' interests against defaulters and reinforcing contractual discipline in real estate projects

COMPLAINANT: SANDHYA PUNIA AND ANR.

RESPONDENT: EMAAR INDIA LIMITED AND ANR.

CORAM: SMT. VEENU GUPTA, HON'BLE CHAIRPERSON

ORDER DATE : 06.10.2025

Complainant Representative: Adv Arun Singh

Respondent Representative: Adv Abhi Goyal

Gist: The non-disclosure of internal reservation in the brochure is a prima facie violation of Sections 3 and 11 of the Act, which impose a duty upon promoters to make complete and truthful disclosures in registered projects.

The order concerns preliminary objections in Complaint No. RAJ-RERA-C-N-2024-7159 filed by complainants Sandhya Punia and another against Emaar India Limited and another before the Rajasthan Real Estate Regulatory Authority, Jaipur, relating to the project “Jaipur Greens Extn. Savana” (RERA Regn. No. RAJ/P/2024/2997), and seeks determination of maintainability and jurisdiction under Sections 12, 18 and 31 of the Real Estate (Regulation and Development) Act, 2016 in the context of an alleged “First-Come-First-Serve” (FCFS) allotment scheme. The complainants’ case is that on 06.03.2024 they arrived at the booking venue before time, submitted all required documents and a cheque of Rs. 4,00,000, received a “first token” signifying priority under the FCFS mechanism, selected Plot No. S-1 which was available, but were then denied allotment on the ground that S-1 and certain plots were reserved for employees/collaborators, despite no such reservation being disclosed in the brochure or advertisement that induced them to book. They allege that due to misrepresentation and pressure they were compelled to accept Plot No. S-74, considered inferior in location and desirability, and that the cheque was encashed and an allotment letter issued for S-74; they later made written representations seeking re-allotment of S-1 or an equivalent prime plot and cancellation of S-74, as well as penalty and compensation for mental agony, harassment and financial loss.

The respondents, through detailed written submissions, raised preliminary objections that the complaint is not maintainable under Sections 12, 18 or 31, contending that no application or payment was ever made specifically for Plot S-1, there is no privity of contract or cause of action regarding S-1, and that the FCFS assurance was only an invitation to treat, not a binding offer, relying on contract law principles and judicial precedents. They further argued that Section 12 is inapplicable because the “advance or deposit” was not made for S-1 on the basis of a false advertisement, that Section 18 applies only to delay in possession under a registered agreement which does not exist for S-1, and that in view of the registered agreement to sell executed for S-74, the complainants are estopped from challenging the transaction and the Authority lacks jurisdiction to annul a validly executed, registered sale agreement. During the proceedings, the Authority directed the respondents to produce any company policy, board resolution or internal chart supporting the alleged reservation of plots like S-1 for employees/collaborators; the respondents failed to produce any such document, which the Authority viewed as casting serious doubt on the oral claim and suggesting the reservation plea was an afterthought not reflected in the registered scheme.

The order notes that during pendency of the complaint, the respondents approached the High Court, which directed the Authority to decide the preliminary objection regarding maintainability within 15 days, leading the Authority to confine this order only to that question. After considering pleadings, documents and arguments, the Authority holds the complaint maintainable for several reasons: (i) the payment of Rs. 4,00,000 on 06.03.2024 was induced by the FCFS assurance in the brochure, and even if later adjusted towards S-74, it still falls within Section 12 as payment made in reliance on advertisement; (ii) even without a registered agreement for S-1, Section 31 allows any aggrieved person to complain of violations of the Act or rules, and non-disclosure of internal reservations prima facie violates Sections 3 and 11 which mandate full, truthful disclosures by promoters; (iii) at this stage the Authority is not cancelling the registered agreement for S-74 or ordering specific performance for S-1, and mere inclusion of such reliefs does not defeat maintainability; and (iv) the FCFS assurance created a legitimate expectation, and failure to honour it without prior disclosure of exclusions amounts to an unfair trade practice within the Authority’s

remit. Emphasising its duty to uphold transparency, fairness and consumer protection in registered projects, the Authority rejects the respondents' jurisdictional and privity objections, holds the complaint maintainable under Sections 12 and 31, directs the matter to proceed to final hearing on merits, calls upon the respondents to file a detailed reply along with any policy on plot reservation, and lists the matter for further hearing on 10.11.2025.

COMPLAINANT: SUO MOTO

RESPONDENT: M/S BALAJI PROPERTIES AND INVESTMENTS

CORAM: SMT. VEENU GUPTA, HON'BLE CHAIRPERSON

ORDER DATE: 27.10.2025

Complainant Representative: suo moto

Respondent Representative: Adv Aviral Goyal, present

Gist: The Rajasthan Real Estate Regulatory Authority (RERA) issued a show cause notice against Balaji Properties and Investments and Plot Property Wala for failing to mention the RERA official website, QR code, and RERA registration number in an advertisement for the project Shanti Enclave, violating RERA Act and Regulations. Balaji Properties claimed the advertisement was issued by Plot Property Wala without their knowledge or permission, seeking exemption from liability. However, the Authority found no evidence supporting this claim and held both parties responsible, emphasizing the principal's vicarious liability for acts of agents related to project promotion. Consequently, a penalty of Rs. 25,000 was imposed on each respondent, with directions to deposit the amount within 30 days and comply with RERA provisions going forward.

The Rajasthan Real Estate Regulatory Authority (RERA), Jaipur, initiated suo moto proceedings under File No. F-15-262-RJ-RERA-C-2022 against Ms. Balaji Properties and Investments (Respondent No. 1, the promoter) and Plot Property Wala (Respondent No. 2, the advertiser) through a show cause notice dated 21.08.2025. This notice invoked Sections 9, 10, 61, 62, and 112 of the Real Estate (Regulation and Development) Act, 2016, along with Regulation 14 of the Rajasthan Real Estate Regulatory Authority Regulations, 2024. The core violation concerned an advertisement for the "Shanti Enclave" project that omitted mandatory disclosures: the RERA registration number, official RERA website, and project QR code. Section 112 of the RERA Act and Regulation 14 explicitly require these details in all real estate advertisements to ensure buyer transparency and prevent fraud.

In response to the notice, Respondent No. 1 argued that the advertisement was published entirely by Respondent No. 2 without the promoter's knowledge, consent, or authorization. They claimed no permission was granted and sought exemption from penalty under Section 61. However, the Authority rejected this defense, noting the absence of any documentary evidence—such as written disclaimers or contracts—to substantiate non-involvement. Upon reviewing the records, it confirmed the advertisement indeed lacked the required disclosures.

The Authority applied the legal principle of vicarious liability (proxy liability), holding that promoters remain accountable for actions by agents, marketing agencies, or any persons involved in project promotion and marketing. Without proof, blame-shifting to third parties fails. Both respondents were thus found guilty of violating RERA provisions. Under Section 61, a penalty of Rs. 25,000 was imposed on each, payable within 30 days from the order date. They were also directed to strictly comply with the Act and Regulations henceforth.

COMPLAINANT: SUO MOTO

RESPONDENT: TURBAN BUILDERS AND PROMOTERS

CORAM: SMT. VEENU GUPTA, HON'BLE CHAIRPERSON

ORDER DATE: 27.10.2025

Complainant Representative: suo moto

Respondent Representative Adv Mitesh Rathore

Gist: The Rajasthan Real Estate Regulatory Authority (RERA) issued a show cause notice to Turban Builders and Promoters under Sections 3 and 59 of the RERA Act for alleged non-registration of a real estate project and failure to disclose mandatory RERA details like the official website and QR code in advertisements. The respondent clarified that the advertisements in question were solely for promoting the company's brand identity and did not relate to any specific project, as they did not mention any project name or offer for sale. The Authority found that the advertisements lacked the essential elements of a project advertisement, such as invitations for bookings or sales, and therefore did not attract the registration and disclosure requirements under the Act. Consequently, RERA dropped the show cause notice and suo moto proceedings against Turban Builders and Promoters, finding no contravention of Sections 3 and 59 of the Act. No further action was warranted.

The Rajasthan Real Estate Regulatory Authority (RERA) initiated suo moto proceedings against Turban Builders and Promoters under Sections 3 and 59 of the RERA Act, 2016, based on allegations that the company had failed to register a real estate project as required and had not included mandatory RERA details such as the official website and QR code in certain advertisements. The show cause notice was issued on these grounds, which are critical for ensuring transparency and consumer protection in real estate transactions. In response, the legal counsel for Turban Builders clarified that the advertisements in question did not pertain to any specific real estate project but were instead intended solely to promote the brand identity of the company. These advertisements did not mention any project name, booking, or offer for sale, which distinguishes them from promotional material that would require compliance with project registration and disclosure requirements under the RERA Act.

Upon investigation, the Authority found that since the advertisements lacked any offer for sale, project details, or booking invitation, they did not fall within the ambit of the project advertisement provisions governed by Sections 3 and 59 of the RERA Act. The Authority highlighted that promotion of a company's brand identity alone, without reference to specific projects or sales, does not mandate the inclusion of RERA registration details. This distinction is significant as the Act and Regulations aim to regulate project-based disclosures to safeguard homebuyers, not general corporate branding activities. Given the facts and submissions, the proceedings and allegations of violation against Turban Builders and Promoters were dismissed, as no contravention of the statutory requirements was established.

This order underlines the regulatory approach taken by RERA in balancing strict adherence to compliance for real estate projects while exempting entities from inclusion requirements in cases where advertisements are unrelated to specific project sales. It reiterates that the legal requirement of project registration and mandatory advertisement disclosures applies only when an actual project is being marketed for sale or booking, and not for general company promotion. The dismissal of the show cause notice also provides clarity to developers and promoters regarding what types of advertising content are covered under the provisions of the RERA Act, thereby reducing ambiguity and ensuring that compliance efforts focus on genuine consumer protection matters. This case serves as a precedent for interpreting advertising norms under RERA, emphasizing a fair and pragmatic regulatory stance without imposing undue burdens on corporate branding campaigns. Overall, it enhances transparency, protects consumer interests, and confirms the scope of RERA's regulatory vigil in the real estate sector.

COMPLAINANT: SUO MOTO

RESPONDENT: BHUPENDRA SINGH BAGGA

CORAM: SMT. VEENU GUPTA, HON'BLE CHAIRPERSON

ORDER DATE 27.10.2025

Complainant Representative: suo moto

Respondent Representative: Adv Mitesh Rathore

Gist: The Rajasthan Real Estate Regulatory Authority (RERA) issued a show cause notice to Bhupendra Singh Bagga regarding alleged non-registration of the Krishna Vatika Residential Colony project under Sections 3 and 59 of the RERA Act. The respondent submitted that construction was completed after obtaining all necessary approvals, supported by a Completion Certificate dated 07.07.2025. It was argued that no advertisement, marketing, booking, or sale occurred before this certificate was issued, and all promotional and sales activities began only afterward, as evidenced by advertisement bills and sale deeds. The Authority found no violation since the project was completed before any activities that would require registration, exempting the project from mandatory registration, and consequently dropped the show cause notice and suo moto proceedings.

The Rajasthan Real Estate Regulatory Authority (RERA) received a suo-moto complaint regarding the alleged non-registration of a real estate project named "Krishna Vatika Residential Colony," attributed to Bhupendra Singh Bagga. This raised concern due to potential non-compliance with mandatory project registration requirements under Sections 3 and 59 of the RERA Act, 2016, which require real estate projects to be registered with the Authority before any sales, bookings, or marketing activities.

The show cause notice issued to Bhupendra Singh Bagga directed him to explain why penalty proceedings should not be initiated for failure to register the project, as mandated by statutory provisions. In response, the respondent's counsel contended that the construction of the residential project was undertaken only after the respondent obtained all necessary approvals and sanctions from the competent authorities, including layout plans sanctioned by the local government. A critical aspect of the defense was the Production of a Completion Certificate dated 07.07.2025,

which officially confirmed that the project development was fully completed in accordance with the approved plans.

Moreover, it was emphasized that before the issuance of the Completion Certificate, no advertisements, marketing, booking, sale offers, or agreements related to the project were undertaken. The respondent submitted documentary evidence, including advertisement bills and sale deeds, demonstrating that promotional and sale activities only commenced after the project's completion was certified. This sequence of events is important as it falls outside the ambit of mandatory registration requirements; the RERA Act exempts projects that are already completed before any sale or offering to the public.

The Authority thoroughly examined the submissions and evidence. It was found that the promoter complied with the legal framework by completing the construction first and then initiating marketing and sales activities. Consequently, the Krishna Vatika project did not require prior registration under the RERA Act since the project was not being promoted or sold before completion. Hence, the Authority concluded that there was no violation of the statutory provisions concerning mandatory registration.

Based on these findings, the Show Cause Notice along with the suo moto proceedings initiated against Bhupendra Singh Bagga for alleged non-registration were dropped. No penalty or further action was imposed on the respondent. This order affirms the principle that RERA registration is mandatory primarily for projects currently under development or being marketed pre-completion, and that completed projects are exempt from these registration requirements.

This decision provides clarity for real estate developers regarding the timing and obligations related to RERA registration. It reinforces that compliance is assessed with respect to the status and timing of promotional and sales activities relative to project completion. The exemption for completed projects helps avoid unnecessary penalties and supports fair regulatory practice, underscoring that the primary purpose of RERA is consumer protection during the active sale and construction phases of a project.

COMPLAINANT: PANKAJ PARMAR

RESPONDENT: SHRMIK AWAS VIKASAK LLP

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

ORDER DATE: 28.10.2025

Complainant Representative: CA Prateek Rawat

Adv. Ankit Jain

Respondent Representative: Mr. Mitesh Rathore (Advocate)

Gist: Shubhashray Keshwana is a residential project near Neemrana on National Highway 8, Rajasthan, offering affordable 1 and 2 BHK row houses within a gated community. Phase-I has been declared incomplete by regulatory authorities due to allegations including forged completion certificates and is required to be registered as an ongoing project with RERA. The project features modern amenities, parks, wide roads, community centers, and sustainable systems like rainwater harvesting. Complaints from residents cite unfinished

work, safety concerns, and lack of promised facilities, but the final assessment and compensation claims are pending resolution of regulatory inquiries. The project is strategically located near industrial townships and essential civic amenities, supporting affordable housing needs in the region.

The consolidated complaints filed by allottees and residents of the Shubhashray Keshwana project against Shramik Awas Vikasak LLP were adjudicated together by the Rajasthan Real Estate Regulatory Authority (RERA). The complainants alleged the project was incomplete, lacked promised amenities, and had structural defects, with Phase-I declared incomplete due to forged completion certificates. Investigations into forged documents and layout approvals for Phase-II were ongoing.

RERA had directed the promoter to register the project as ongoing. Despite these regulatory directives, complainants raised fresh issues, including deficiencies in cleanliness, water supply, security, boundary wall construction, and structural safety concerns.

The promoter contended the complaints were barred by the principle of res judicata, citing prior unchallenged RERA decisions, and that claims regarding structural defects were time-barred under the five-year limitation period. RERA found most of these allegations already adjudicated, reaffirming that matters involving completion certificate approvals, maintenance, and amenity provisions fall exclusively within RERA's jurisdiction.

The Tribunal held it could consider compensation claims only on cogent evidence of financial loss. Since regulatory investigations into completion status and certifications were still underway, the complaints were premature and dismissed without costs. Complainants were allowed to file fresh compensation claims after final regulatory resolutions. The decision underscores the importance of procedural discipline, the scope and limits of RERA's jurisdiction, and strict adherence to limitation periods for structural defect claims. It also highlights the complexity and ongoing nature of large real estate disputes and the need to await the completion of regulatory processes before pursuing compensation. This ruling thus reinforces the necessity of substantive evidence-based claims post regulatory finalization and maintains the procedural sanctity and jurisdictional boundaries established under the RERA framework.

COMPLAINANT: DEVENDRA JAIN & OTHERS

RESPONDENT: RISHI BUILD DEVELOPERS PVT. LTD.

CORAM: HON'BLE MEMBER SMT. RASHMI GUPTA

ORDER DATE: 29.10.2025

Complainant Representative: Advocate Yogesh Sharma

Respondent Representative: Advocate Praneti Agarwal

Gist: The complaint by Devendra Jain and others against Rishi Build Developers Pvt. Ltd. concerned delayed possession of flats in the Rishi Marvella project, with possession promised by March 2018 but not delivered despite nearly full payment. The developer claimed the project was completed in March 2022, produced a Completion Certificate, and disputed the complainants' payment and EMI reimbursement claims. The complainants countered that

possession offers were illegal without valid online certification and that the developer had broken promises to pay EMIs. The Authority found the project complete with a valid certificate, ordered a refund of ₹42.90 lakh after deducting ₹4.35 lakh EMI paid by the developer, adding interest at 10.9% per annum, and directed compliance within 45 days, disposing the complaint accordingly.

This case concerns complaints by flat purchasers in the “Rishi Marvella” project against the promoter Rishi Build Developers Pvt. Ltd. before the Rajasthan Real Estate Regulatory Authority, arising from substantial delay in handing over possession and disputes over home loan EMI obligations after the buyers had already paid nearly 90% of the sale consideration and were contractually assured possession by March 2018, a timeline which the Authority treated as binding and central to assessing default under the Real Estate (Regulation and Development) Act, 2016. The promoter asserted that the project was completed by March 2022 and produced a Completion Certificate issued by an empanelled architect and accepted by RERA, but the allottees disputed the legitimacy of being forced to take possession until such certificate was duly reflected on the official RERA portal and also highlighted the continuing financial strain caused by EMIs which, according to them, the developer had undertaken but failed fully to service. In adjudication, RERA closely evaluated the registered agreements for sale, the payment schedule and receipts, the home loan documentation, and the Completion Certificate, concluding that while construction was in fact completed, the buyers had been subjected to a prolonged delay far beyond the committed possession date and that only part of the EMI burden had actually been borne by the promoter, with the remaining liability effectively shifted to the allottees, aggravating their financial hardship. Proceeding on these findings, the Authority ordered the promoter to refund a principal sum of Rs. 42,90,000 to the complainants after deducting Rs. 4,35,000 representing the EMIs that the developer had demonstrably paid, and awarded interest on the refundable amount at 10.90% per annum (corresponding to the prevailing formula of SBI’s MCLR plus 2%) calculated from the respective dates of deposit until the date of full realization, thereby recognizing both the time value of money and the compensatory nature of statutory interest for delayed possession. The order stipulated compliance within 45 days from the date of its upload on the RERA portal and directed the promoter to file a compliance report within 15 days of effecting payment, reinforcing procedural discipline and monitoring of execution. Legally, the decision reiterates that: contractual possession timelines are enforceable benchmarks under RERA; a valid Completion Certificate, properly uploaded on the regulatory portal, is a pre-condition for insisting on possession; developer promises regarding sharing or bearing EMIs can influence relief where non-compliance is shown; allottees retain a right to refund with interest where delay is inordinate or possession is otherwise vitiated; and the Authority’s structured fact-finding and interest computation align with its broader mandate to protect consumers while maintaining regulatory certainty for ongoing real estate development.

COMPLAINANT: SUKHJEET KAUR

RESPONDENT: 1. RADHAKRISHNA BUILDTECH PVT. LTD.

2. SMT. GAYATRI SETHI

3. SHRI CHIRAG SETHI

4. SMT. SAKSHI SETHI

5. SHRI SUBASH GUPTA

6. SHRI SURESH KUMAR SETHI**CORAM: HON'BLE MEMBER: SUDHIR KUMAR SHARMA****ORDER DATE: 30.10.2025**

Complainant Representative: Adv. Akshita Khandelwal

Respondent Representative: 1. Adv. Pravesh Ramola

2. Adv. Rohit Tantia

Gist: The complainant paid substantial money for a flat in Coral Studio-II by Radhakrishna Buildtech Pvt. Ltd., but despite several years and extensions, possession has not been handed over and the project remains incomplete. The Rajasthan RERA Authority determined that only the promoter is exclusively liable for all liabilities and that the complainant is entitled to refund of the full amount deposited, with 10.85% annual interest calculated from each deposit date, and no moratorium period permitted. Compliance with this refund order must be completed by the promoter within 45 days of the order being uploaded. The complaint was accordingly disposed of, with no order as to costs.

The complaint filed by Sukhjeet Kaur before the Rajasthan Real Estate Regulatory Authority (RERA), Jaipur, concerned delay in possession of Unit B-503 in the Coral Studio-II project by Radha Krishna Buildtech Pvt. Ltd. The complainant had paid ₹13,79,831 against a total sale consideration of ₹16,42,500 over 2015-2017, aided by a home loan. The agreement promised possession within 36 months (by October 2018), but there were significant delays with the developer registering a new phase and obtaining extensions up to December 2025, without project completion or uploading a Completion Certificate.

Project Delay and Developer's Response

The project remained substantially incomplete despite multiple extended deadlines granted by RERA. The developer attributed delays to COVID-19, delayed payments by other allottees, and compliance with a moratorium period due to force majeure invoked during the pandemic. However, these claims were rejected by the Authority as the delay was protracted, and no effective progress was observable. The Authority emphasized that the developer failed to meet contractual and statutory obligations to deliver possession on time.

Refund and Interest Entitlement under RERA

Under the RERA Act, when a developer fails to hand over possession on time, the buyer has the right to claim a full refund of deposit amounts along with interest at the rate of SBI MCLR plus 2%. This interest is calculated from the date of each payment made by the complainant to the date of refund realization, typically at simple interest on an annual basis, without moratorium relief for force majeure periods. This rate currently approximates 10.85% per annum, compensating buyers for financial losses including ongoing home loan EMIs during delays.

Liability of Developer vs Landowners

The Authority ruled Radha Krishna Buildtech Pvt. Ltd. as the sole promoter liable for delays and refund since all sale agreements, receipts, and operational controls were managed by them. The landowners maintained they were not promoters under RERA, having only granted power of attorney for development and sale, and thus were not liable for refund claims. This aligns with legal principles distinguishing promoter liability from that of landowners who do not actively participate in the project's promotion or sale.

Authority's Findings and Precedents

Noting the absence of annual/quarterly progress updates and Completion Certificate uploads on the RERA portal, the Authority highlighted the unlikelihood of imminent project completion. It dismissed jurisdictional and moratorium pleas by the developer and referred to previous similar orders against the same promoter directing refunds with interest to allottees. The complaint was disposed of with an explicit mandate for refund plus interest to be paid within 45 days, emphasizing enforcement of buyer rights under RERA.

This case underscores important aspects of RERA enforcement: buyers are entitled to timely possession or full refunds with prescribed interest; developers bear clear liability for project delays regardless of force majeure claims; and landowner liability is limited unless they assume active promoter roles. The prescribed interest rate of SBI's MCLR plus 2% ensures fair compensation for buyers' delayed possession and financial burdens caused by project delays.

If you need, a formal legal-style draft or complaint summary document can be prepared based on this structured content.

COMPLAINANT: HIMMAT SINGH RATHORE

RESPONDENT: 1. MAHIMA REAL ESTATE PRIVATE LIMITED

2. M/S FINTECH FACILITY MANAGEMENT SERVICES PVT. LTD

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

ORDER DATE: 30.10.2025

Complainant Representative: Mr. Yogesh Sharma, (Advocate)

Respondent Representative: Ms. Praneti Agarwal (CA)

Gist: The case of Himmat Singh Rathore versus Mahima Real Estate Pvt. Ltd. involved delay in possession despite full payment of Rs. 49.49 lakh for a flat. Possession was promised by March 2022 after the Occupancy Certificate, but the promoter delayed the offer until September 2023 with ongoing construction. The complainant took possession under protest, claiming compensation for rent, deficiency in service, and litigation costs. The Authority acknowledged Covid-19-related delays but held the promoter liable for compensation for the unexcused delay from January to September 2023. Compensation awarded included Rs. 1.50 lakh for rent and maintenance, Rs. 30,000 for mental agony, and Rs. 20,000 for litigation costs. Issues regarding GST and maintenance were outside the tribunal's scope, and the complaint against the maintenance society was dismissed, balancing buyer protection with promoter obligations.

The complaint filed by Himmat Singh Rathore against Mahima Real Estate Pvt. Ltd. concerned delayed possession of a flat in the Mahimas Sansaar Phase-1 project, for which the complainant had paid the entire sale consideration of approximately Rs. 49.49 lakh. Possession was contractually promised by the end of March 2022, contingent upon obtaining the Occupancy Certificate. However, possession was delayed until September 2023, with significant work still incomplete, especially in common areas and amenities. The complainant accepted possession under protest but continued living in rented accommodation, claiming Rs. 3.13 lakh in rental expenses.

He sought compensation for deficiency of service, delayed possession, mental agony, rental expenses, and litigation costs. The Authority recognized the COVID-19 moratorium and extensions but held the promoter responsible for delays beyond this period. It emphasized that

regulatory extensions do not nullify allottees' rights to compensation for unjustified possession delays

RERA awarded Rs. 1.50 lakh for rent and maintenance during possession deprivation, Rs. 30,000 for mental agony and hardship, and Rs. 20,000 for litigation expenses, totaling Rs. 2 lakh. Complaints related to GST adjustments and maintenance charges were dismissed as outside RERA's jurisdiction. Additionally, the complaint against the maintenance society was rejected due to lack of specific pleadings.

This ruling reinforces promoters' obligations to deliver possession timely and maintain promised facilities until handover. It underscores the legal necessity for valid Occupancy Certificates uploaded on official portals as a requisite for lawful possession. The decision embodies RERA's consumer-protection ethos by providing legal remedies and fair compensation for promoter defaults. The order includes compliance directives and reporting requirements, enhancing enforceability and ensuring prompt dispute resolution. This fosters accountability, bolsters buyer confidence, and strengthens trust in India's real estate regulatory framework. Overall, this case exemplifies RERA's balanced approach in upholding homebuyer rights against promoter delays, ensuring fair compensation and strict adherence to statutory and contractual duties, thereby promoting transparency and accountability in real estate transactions

COMPLAINANT: 1. MOHAN LAL PHULWARI

2. PREM LAL PHULWARI

RESPONDENT: DC AGARWALA AND CO. PVT. LTD.

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

ORDER DATE: 30.10.2025

Complainant Representative: Mr. Anurag Jain, Ms. Saloni Nogaja, (Advocate)

Respondent Representative: Mr. Rubal Tholia (Advocate)

Gist: The Unique Vidhyadeep project in Jaipur, developed by DC Agarwala and Co Pvt. Ltd., involves 1 BHK apartments ranging from 373 to 618 sq. ft., with prices between Rs. 27.98 lakh to Rs. 46.35 lakh. The project includes modern amenities such as a gym, power backup, 24x7 security, rainwater harvesting, and landscaped gardens. Possession was contractually due by July 31, 2020, but was delayed due to COVID-19 and market challenges, with an extension granted till July 31, 2025. The RERA adjudicating authority mandated the promoter to offer possession after obtaining an occupancy certificate, issued May 10, 2025, and ordered interest compensation at 11.10% per annum on delayed payments. The complainants, having incurred higher borrowing costs, were awarded an additional 1% simple interest compensation, along with Rs. 30,000 for mental agony and Rs. 20,000 for litigation expenses, ensuring a fair balance between buyer rights and promoter hardships under RERA regulations.

The complaint filed before Rajasthan RERA by Mohan Lal Phulwari and Prem Lal Phulwari involved delayed possession of a 1 BHK flat in the "Unique Vidhyadeep" project by promoter DC Agarwala and Co. Pvt. Ltd. The complainants booked the flat from 2016 to 2019 for a total consideration of Rs. 31,23,995, having paid Rs. 30,45,866 by 2019 and executing the agreement on January 11, 2019. Possession was contractually due by July 31, 2020, but was delayed due to the COVID-19 pandemic, funding issues including defaults by other allottees, and market slowdowns. RERA granted an extension for project completion until July 31, 2025, and possession was to be offered only post occupancy certificate issuance, which occurred in May 2025.

The complainants highlighted financial and mental hardship due to prolonged possession deprivation, citing higher interest rates on borrowed funds (around 12% p.a.) compared to the 11.10% p.a. simple interest allowed by RERA on delayed payments. They sought additional compensation for this interest difference, mental agony, and litigation expenses. The promoter contended that all funds were invested into construction, delays were unforeseeable, and that previous RERA-granted extensions justified the delay without further compensation liability.

The Adjudicating Officer found no dispute regarding booking, payments, or the original possession date. It was clarified that the promoter must arrange funds and materials independently of allottee payment defaults, dismissing the promoter's argument of waiting for further installments. Extensions granted were deemed without prejudice to buyers' rights for compensation. The occupancy certificate dated May 10, 2025, was established as the valid date for possession offer. Since possession was delayed beyond the contractual date, the promoter was held liable for compensation under Section 18 of the RERA Act.

Compensation was awarded as 1% p.a. simple interest on the total deposited amount from August 1, 2020, to May 10, 2025 (amounting to Rs. 1.40 lakhs), plus Rs. 30,000 for mental and physical agony and Rs. 20,000 for litigation expenses, totaling Rs. 1.90 lakhs. The promoter was authorized to adjust this against any dues payable by the complainants at possession, with any excess payable within 45 days of possession. The order was to be published on the RERA website and served on both parties.

This ruling emphasizes the strict liability of promoters under RERA for timely possession delivery and adherence to contractual timelines. While recognizing impacts like the pandemic, it upholds equitable relief balancing buyers' financial losses and mental distress against promoter challenges. Importantly, RERA extensions do not affect buyers' legal rights to compensation for delay. The judgment reinforces the consumer protection focus of RERA by mandating financial accountability, interest compensation reflecting actual borrower costs, recognition of mental agony, and orderly resolution to foster trust and accountability in the Indian real estate market.

COMPLAINANT: 1. HARISH KUMAR SHARMA.

2. NISHANT GUPTA

3. VIMLA GUPTA

RESPONDENT: VN BUILDTECH PRIVATE LIMITED

CORAM: SMT. VEENU GUPTA, HON'BLE CHAIRPERSON

ORDER DATE 30.10.2025

Complainant Representative: Adv Rishi Raj Maheshwari

Respondent Representative: Adv Mitesh Rathore

Gist: The Rajasthan Real Estate Regulatory Authority (RERA) handled execution applications filed by complainants Harish Kumar Sharma, Nishant Gupta, and Vimla Gupta against VN Buildtech Private Limited related to the group housing project "Exclusive 444" registered with the Authority. The complainants had booked units, paid major portions of the sale consideration, and entered into agreements specifying possession dates. Despite earlier directions from the Authority to hand over possession with delay interest, the promoter had not complied. The complainants now sought execution of sale deeds by the Authority's Registrar, offering to take possession even if the units were incomplete. The Authority ordered the Registrar to execute the sale deeds on behalf of the defaulting

promoter within 30 days, directed the complainants to pay outstanding dues before execution, and held the promoter responsible for completing the unfinished work within 45 days. This ensured possession transfer and legal compliance despite the promoter's non-cooperation.

The Rajasthan Real Estate Regulatory Authority (RERA) adjudicated execution applications filed by three complainants—Harish Kumar Sharma, Nishant Gupta, and Vimla Gupta—against the developer VN Buildtech Private Limited concerning the group housing project "Exclusive 444," registered under RERA registration number RAJ/P/2018/805. The complainants had previously filed complaints seeking possession of their respective units along with delayed possession interest due to the promoter's failure to deliver possession within the agreed timelines specified in the sale agreements.

Despite earlier orders from the Authority directing the promoter to hand over possession along with delay interest, VN Buildtech Private Limited failed to comply with these directives, prompting the complainants to move execution requests. The complainants submitted draft sale deeds to the Authority, expressing willingness to accept possession even though some parts of their units remained incomplete at the time, provided ownership was legally transferred through the execution of sale deeds. This demonstrated the buyers' desire to obtain legal rights to their units without further delay while pressing the developer to complete pending works.

In response, the Authority exercised its powers under the Code of Civil Procedure and the Real Estate (Regulation and Development) Act, directing the Registrar of the Authority to execute the sale deeds on behalf of the defaulting promoter within 30 days from the order date. This step effectively substituted the promoter's responsibility to register the sale deed, ensuring the complainants' right to legal ownership was enforced despite promoter non-cooperation.

The Registrar was ordered to appear before the concerned Sub-Registrar to complete the registration formalities for each complainant's unit. Further, the Inspector General of Registration and Stamps and relevant Sub-Registrar offices were notified to facilitate smooth registration. The Authority stipulated that complainants must clear any outstanding dues or charges before execution to fulfill financial obligations related to their units.

Additionally, the promoter was held accountable to complete any pending construction and related work within 45 days of the order, emphasizing the developer's continuing obligation to provide possession in a finished and acceptable state. By imposing these timelines, the Authority balanced immediate transfer of legal ownership to buyers while safeguarding their interest in receiving finished units in due course.

This order illustrates RERA's powers to enforce compliance and protect the rights of homebuyers facing default by developers. It highlights that buyers need not wait indefinitely for possession or registration if the promoter defaults but can approach the Authority for execution of sale deeds through legal orders. The ruling reaffirms promoter accountability for project completion and

timely delivery and provides a practical remedy to resolve possession disputes, promoting trust and transparency in real estate transactions under the RERA framework.

COMPLAINANT: MEENAKSHI PATEL

RESPONDENT: VN BUILDTECH PVT. LTD.

CORAM: SMT. VEENU GUPTA, HON'BLE CHAIRPERSON

ORDER DATE: 12.11.2025

Complainant Representative: Adv Rishi Raj Maheshwari,

Respondent Representative: Adv Mitesh Rathore,

Gist: With respect to the respondent's prayer for directing the complainant to settle his bank loan first, this Authority finds no justification or legal basis to issue such a direction. The loan agreement is a private contractual arrangement between the complainant and his financier. There is no tripartite agreement executed among the complainant, respondent, and the bank that would vest any such right or obligation upon the respondent to intervene or seek relief in respect of repayment of the complainant's loan. The complainant, being the borrower, is solely responsible and accountable for the repayment of the said loan. The respondent's obligation, as crystallized by this Authority's earlier orders, is confined to refund of the deposited amount with applicable interest, and not beyond that. Hence, any such prayer by the respondent seeking direction regarding settlement of the loan account is beyond the scope of this proceeding.

The document is an order from the Rajasthan Real Estate Regulatory Authority (RERA) dated November 12, 2025, concerning Complaint No. RAJ-RERA-C-2020-3527 filed by Meenakshi Patel against VN Buildtech Pvt. Ltd. The Authority had earlier directed the respondent to refund the deposited amount to the complainant along with interest at 7.42% per annum from the expected date of possession. Following this, an execution order was passed on April 28, 2025, granting a one-month extension to the respondent to complete the refund as per their submitted payment plan. The respondent stated they had initiated the refund process and had refunded Rs. 7,58,067 out of a total refundable amount of Rs. 25,26,891 to the complainant.

The respondent requested that the complainant be directed to settle their home loan account with the refund amount received, arguing this would avoid future liabilities or complications related to the housing unit's financing. The complainant opposed this request, stating no tripartite agreement exists between the respondent, the complainant, and the financing bank, and argued that the respondent had no standing to intervene in the loan account matters, which are independent agreements between the complainant and the bank. The complainant's counsel further informed that the complainant was regularly paying EMIs and other dues toward the loan, asserting that the respondent's interests were not prejudiced.

The Authority carefully examined the submissions and dismissed the respondent's request to direct the complainant to settle their loan account first. The Authority clarified that the loan agreement is a private contractual arrangement solely between the borrower (complainant) and the financier, and there is no provision or agreement permitting the respondent to impose such directions. The respondent's obligation is limited to refunding the deposited amount with interest as ordered previously, while the responsibility for loan repayment rests solely with the complainant.

Consequently, the Authority rejected the respondent's miscellaneous application as without merit, affirming the earlier orders that the respondent must only focus on refunding the deposit with

applicable interest amount. The decision distinguishes between the respondent's refund obligation under RERA and the independent loan agreement, reinforcing the complainant's control over their financing and the separation of obligations in dispute resolution under RERA jurisdiction

APPELLANT: VIJAY TANDON

RESPONDENT: 1. FELICITY PROJECTS PVT. LTD.

2. ASHU MATHUR CHETAN

3. PRAKASH GOYAL

CORAM: SMT. VEENU GUPTA, HON'BLE CHAIRPERSON

ORDER DATE: 17.11.2025

Complainant Representative: Adv Lipi Garg,

Respondent Representative: Adv Prashant Dagas

Adv Siddharth Bapna,

Gist: In RAJ-RERA Complaint No. 2018-2452, Vijay Tandon (complainant) sought enforcement against Felicity Projects Pvt. Ltd. (promoter), Ashu Mathur, and Chetan Prakash Goyal (landowner) regarding the lapsed Felicity Irene Usha Tower project (RAJP2017119). The landowner filed a miscellaneous application to comply with the prior order dated 04.11.2024 by depositing a Rs. 1 crore demand draft from Flat No. 305 sale proceeds into the project account, fearing promoter misappropriation amid MoU disputes (27.01.2023 and 25.10.2025). On 17.11.2025, Chairperson Veenu Gupta allowed it partially, directing the landowner to deposit the DD immediately, the promoter to transfer Rs. 70 lakh directly to the complainant (discharging ~90% liability), with proof filed and bank safeguards; inter se promoter-landowner disputes remain unresolved elsewhere, prioritizing allottee protection under RERA Sections 34/37.

In the Rajasthan Real Estate Regulatory Authority (RAJ-RERA) Jaipur case Complaint No. RAJ-RERA-C-2018-2452, complainant Vijay Tandon pursued enforcement against Felicity Projects Pvt. Ltd. (Respondent No. 1, promoter), Ashu Mathur (Respondent No. 2), and Chetan Prakash Goyal (Respondent No. 3, landowner) concerning the Felicity Irene Usha Tower project, registered under No. RAJP2017119, which lapsed on 31.08.2025 without extension, showing 80% progress per architect's certificate and 65% per chartered accountant's report as of April-June 2025 Quarterly Progress Report.

The instant order dated 17.11.2025 by Chairperson Smt. Veenu Gupta adjudicated a Miscellaneous Application by the landowner seeking directions for compliance with the prior final order dated 04.11.2024, which imposed monetary obligations on him favoring the complainant; he had partially complied by remitting Rs. 15,00,000 and held a Rs. 1,00,00,000 demand draft from selling Flat No. 305 (his project share), proposing its proceeds fulfill the balance via the project account at AU Small Finance Bank (A/c No. 2502221566872490, IFSC AUBL0002215), but feared misappropriation by the promoter due to past mismanagement. The promoter opposed via detailed reply, citing breaches by the landowner under MoUs dated 27.01.2023 (reaffirmed 25.10.2025), where he owed Rs. 7 crores (Rs. 1.75 crores initial, quarterly instalments), ignored demands (15.03.2025, 24.04.2025, 20.05.2025, 28.08.2025), received ~Rs. 1.97 crores plus Rs. 2.105 crores DD (01.09.2025) without using for allottees, failed to submit payment plan post 06.10.2025 directions (unlike promoter), and committed Rs. 3.5 crores from future sales plus Rs. 70 lakhs from Flat 305; promoter offered to remit Rs. 70 lakhs in good faith if credited.

Authority emphasized RERA 2016's allottee protection, insulating them from inter se promoter-landowner disputes on development agreements/revenue sharing (MoU mandates 30% landowner sales to promoter for obligations), undisputed Flat 305 ownership/sale DD custody, and incomplete

project status; allowed application partially under Sections 34/37, directing: (i) landowner deposit Rs. 1 crore DD immediately into project account; (ii) promoter transfer Rs. 70 lakhs therefrom directly to complainant within stipulated time, furnish proof within 2 working days; (iii) remaining 30% per MoU to promoter's share; (iv) ~90% landowner liability discharged post Rs. 70 lakhs, balance per original order timeline; (v) Registry notify bank to credit Rs. 70 lakhs to complainant, bar promoter withdrawal; clarified non-adjudication of inter se MoU claims, remitting parties to appropriate forums. This ensures swift allottee relief amid lapsed project delays.

MAHARASHTRA REAL ESTATE REGULATORY AUTHORITY

COMPLAINANT: KUMUD R ASHER SAMIR R ASHER HEMA S ASHER

RESPONDENT: MR VIJAY S KHETAN PROMOTER OF M/S KRISHNA DEVELOPERS PVT. LTD.

CORAM: MANOJ SAUNIK, CHAIRPERSON, MAHARERA

ORDER DATE: 04.09.2025

Complainant Representative: Kumud R Asher Samir R Asher Hema S Asher

Respondent Representative: Advocate Jayshree Gilra

Gist: The Krishna Residences Phase 1 project by Krishna Developers Pvt. Ltd. is registered under MahaRERA with Registration Number P52000020199. It features 1 BHK, 1RK, 3 BHK, and shop apartments with carpet areas ranging from 169 to 1060 sq. ft. The project has multiple towers developed on a land area of 1824 sq. ft., offering residential units with various amenities. MahaRERA oversees the project's regulatory compliance, including installation of lifts, water pumps, fire safety equipment, and electrical fittings in common areas, ensuring adherence to safety and building standards. The project is located in Pune and is marketed with full regulatory authorization.

The Maharashtra Real Estate Regulatory Authority (MahaRERA) order concerns multiple complaints filed by homebuyers against the promoter of "Krishna Residences Phase 1" (MahaRERA Project No. P51800005340) highlighting key issues in society formation, possession, construction irregularities, and maintenance.

The complainants raised the promoter's failure to form the co-operative housing society despite possession and part/full occupancy certificates for various wings being granted under RERA. Earlier MahaRERA orders in 2019 and 2020 directed society formation, but the promoter did not comply. They also alleged unauthorized construction of additional floors beyond sanctioned plans, without consent of two-thirds of allottees as required under Section 142(ii) of the RERA Act, seeking a stay on further construction and revocation of revised commencement certificates issued by MCGM.

Serious maintenance issues were highlighted, including severe water leakage, frequent lift breakdowns due to non-payment of annual maintenance charges, and damage to household goods and vehicles. The promoter was further accused of unilaterally modifying flat numbers and combining flats after possession but failing to execute rectification deeds, causing legal complications such as loss of marketable title for one complainant.

The promoter argued society formation was not yet legally required as only 44.52% booking was achieved across all four wings and additional floors belonged to a separately sanctioned project with valid certificates. They denied maintenance lapses and coordinated that clubhouse construction was ongoing per agreements.

MahaRERA observed that part occupancy certificates for wings A and B were granted in 2020 and full occupancy for wing C in 2024, with possession handed over to buyers. Booking crossed the 51% threshold at 67.72% by March 2025, triggering society formation obligations. The promoter was directed to form the co-operative society and hand over management within 60 days.

Joint inspections were ordered within 30 days by mutually appointed architect-engineers to assess water leakage, workmanship defects, and verify flat numbering and modifications, with costs to be shared jointly.

The authority upheld multiple complaints including imposing penalties on the promoter, enforcing society formation, staying unauthorized construction, and ordering rectification of defects. An interest claim on delayed possession was partially allowed, but interest relief was denied due to insufficient proof of full payment. The promoter's obligation to complete the clubhouse after project completion was recognized. Other unsubstantiated relief claims were rejected.

The order emphasized promoter compliance with RERA and transparent handover of management to allottees' society, protecting allottee rights and ensuring adherence to statutory approvals for construction changes. It noted the promoter's creation of dual project entities caused legal ambiguities affecting allottee rights and services. MahaRERA declined to hold local authorities accountable within the complaint framework. No costs were awarded, focusing instead on enforcing society formation, defect correction, and suspending unauthorized development until proper approvals and consents are obtained.

This comprehensive decision reinforces RERA's regulatory role in safeguarding homebuyers in Krishna Residences Phase 1 against construction delays, irregularities, maintenance failures, and promoter non-compliance, thereby upholding project transparency, accountability, and consumer protection.

COMPLAINANT: 1. GULABCHAND TILESHWARNATH MISHRA

2. ISRAWATIDEVI GULABCHAND MISHRA

RESPONDENT: 1. JOY AND SAYLA REALTORS

2. CHARMI NIRMAN

CORAM: MANOJ SAUNIK, CHAIRPERSON, MAHARERA

ORDER DATE: 04.09.2025

Complainant Representative: Advocate Dinesh Mishra

Respondent Representative: None for these respondents

Gist: Under MahaRERA's 2025 rulings, if the promoter fails to hand over possession with an occupancy certificate by the agreed date, the buyer is entitled to a full refund with interest and compensation. The promoters are jointly liable and must seek project registration

extension or face penalties. Interest on delayed possession is adjusted against dues, payable promptly to the buyer. Quarterly compliance reports are mandatory. This framework protects buyer rights and enforces timely project completion with financial remedies.

The MahaRERA order dated 4 September 2025 in the complaint by Gulabchand Tileshwarnath Mishra and Israwatidevi Gulabchand Mishra against promoters Joy and Sayla Realtors and Charmi Nirman concerning the “Callista” project (Reg No. P51800012448) addresses delayed possession and refund.

The complainants purchased a flat for Rs. 80 lakhs, paid Rs. 70 lakhs, with possession due by 31 December 2020, later extended to 31 December 2024, but possession was not delivered and no Occupancy Certificate (OC) was issued.

They sought possession, interest on delayed payment amounting to Rs. 79,52,731, and a halt on further demands pending promised construction milestones and amenities. The promoters were absent at hearings and failed to justify delays.

Promoters attributed delay to external factors—non-cooperation of the landowner/promoter Charmi Nirman, architect issues, and delays at the Slum Rehabilitation Authority (SRA)—citing a High Court order terminating Charmi Nirman’s role and recognizing Joy and Sayla Realtors as co-developers. They argued liability cannot be fixed on them for these external delays and offered refunds as goodwill, but only keys for fit-out were handed over, not legal possession.

MahaRERA held both promoters jointly and severally liable under Section 18 of the RERA Act, referencing the Bombay High Court ruling on joint promoter responsibility. It ruled possession date in the agreement (31 December 2020) must be honored, and complainants are entitled to interest (excluding statutory fees) from 1 January 2021 until actual possession with OC.

The interest is to be adjusted against pending dues payable by buyers, with the balance paid within 60 days of the order. Interest accrued post such payment to be paid within 30 days of possession. Since registration expired on 31 December 2024, promoters must seek extension within 30 days or face penalty under Section 63. Quarterly progress reporting on MahaRERA portal is mandated to monitor compliance.

No costs were awarded. The order reinforces homebuyer protections by mandating joint promoter liability irrespective of internal promoter disputes, strict adherence to possession timelines and statutory approvals, and enforcement of registration compliance and transparency in project progress.

This structured ruling underlines legal accountability of all promoters jointly for possession delays, the necessity of valid occupancy certificates to establish possession legality, and continuous regulatory oversight for timely project completion.

COMPLAINANT: MR VEERAI AH B PONUGUPTI

RESPONDENT: 1. M/S VIVEK CONSTRUCTION

2. NAVKAR INERA PROJECT

CORAM: MANOJ SAUNIK, CHAIRPERSON, MAHARERA

ORDER DATE: 03.10.2025

Complainant Representative: Advocate Satish Modi

Respondent Representative: Juris Salvation

Gist: The MahaRERA order for Navkar Palazzo (Project P51800002187) confirms promoter liability for delayed possession beyond the promised date of December 30, 2022. The complainant is entitled to possession with Occupation Certificate, interest on delayed payments from January 1, 2023, and can seek compensation separately. Promoters must execute the sale agreement and hand over possession promptly or face penalties, reinforcing homebuyer protection under RERA.

The MahaRERA order dated October 3, 2025, addresses a refund and possession delay complaint by Mr. Veeraiah B Ponugupti against promoters Vivek Construction and Navkar Infra Projects for the “Navkar Palazzo” project (MAHARERA Reg. No. P51800002187).

The complainant booked a flat in 2011 for Rs. 48 lakhs, paid Rs. 15.36 lakhs, with possession promised initially by August 2013, later extended to December 30, 2022, and then further to 2026. However, possession has not been handed over, and the project lacks an Occupation Certificate (OC).

The complainant sought enforcement of the Agreement for Sale, possession with OC without additional payment beyond the agreed amount, interest on delayed possession under Section 18 of RERA, compensation for mental agony, project registration revocation, and penalties on the promoters.

The promoters disputed liability partially, citing internal promoter disputes and lack of privity with the complainant.

MahaRERA found the promoters violated Section 13 by demanding over 10% payment before Agreement execution and failed to protect allottee interests post-registration. Both promoters were held jointly liable for possession delay, referencing the Bombay High Court precedent on joint promoter responsibility.

Given the absence of OC and possession not delivered by December 30, 2022, the complainant is entitled to interest from January 1, 2023, until actual possession, adjusted for any COVID-19 moratorium periods, at the rate prescribed by Maharashtra RERA.

The complainant may pursue separate compensation claims under Section 18(3) before the Adjudicating Officer.

Promoters must execute and register the Agreement for Sale within 60 days or face penalties under Section 63. Possession is to be handed over promptly after dues are cleared. Other relief claims were rejected, and no costs were awarded.

This ruling reinforces joint and several promoter liability, strict enforcement of sale agreement compliance, timely possession, interest payment obligations, and regulatory supervision to protect homebuyer rights and ensure promoter accountability under RERA in ongoing projects like Navkar Palazzo.

COMPLAINANT: MAPLE CITY DEVELOPERS

RESPONDENT: DATTULAL SHANKARLAL BHARUKA AND ANR
CORAM: SHRI. MAHESH PATHAK, HON'BLE MEMBER – I/MAHARERA
ORDER DATE: 15.10.2025

Complainant Representative: Ld. Adv. Sharad Agarwal

Respondent Representative: Ld. Adv. Nilesh Borate

Gist: The review application filed by Maple City Developers against MahaRERA's order directing refund to allottees was dismissed. The promoter failed to file a timely reply and did not produce a settlement agreement they claimed existed. The order held that possession was not legally handed over due to incomplete occupancy certification, entitling allottees to a refund with interest. The promoter's failure to comply with the original order and relevant provisions under RERA led to the dismissal of the review, with directions for refund in installments and project compliance. The promoter's claims were rejected as lacking merit and the relief lies with the appellate tribunal.

The Review Application cum Complaint No. CC006000000269630 before MahaRERA involves promoter Maple City Developers seeking review of the final order dated 20-02-2025. The original order mandated the promoter to refund allottees due to failure to deliver possession of flats in the "Aapla Ghar Talegaon Dhamdhare Phase I" project by end of 2021, as per an earlier order dated 28-07-2021, or refund with interest.

Despite possession taken through power of attorney in October 2021 and a settlement agreement in June 2024 acknowledging peaceful possession, allottees claimed non-compliance and sought a refund. The promoter argued that the settlement agreement barred the complaint, cited medical emergency for failure to respond, and claimed the matter was res judicata, while allottees highlighted the promoter's failure to defend the case and ongoing SARFAESI proceedings affecting the possession's legality.

MahaRERA noted the promoter's failure to file replies or produce the settlement agreement in the original complaint. It found the partial occupancy certificate covered only floors one to four, while disputed flats on the fifth floor lacked occupancy certificate, making possession unlawful. Under Section 18 of RERA, allottees are entitled to refunds with interest.

The refund was ordered in five equal installments, with interest at SBI MCLR plus 2%, excluding statutory stamp duty and registration charges, which are not refundable by the promoter. A moratorium period for interest calculation was granted due to COVID-19 disruptions. Claims for compensation were held beyond MahaRERA's jurisdiction. The promoter was directed to obtain full occupancy certificate and seek project registration extension within 60 days, failing which penalties under Section 63 would apply.

MahaRERA rejected the review application, affirming no error apparent on record and emphasizing that review proceedings cannot entertain appeal grounds. The promoter's failure to present crucial documents and submissions was held as its own lapse.

This decision reinforces key principles of promoter accountability, the necessity of valid occupancy certification for possession legitimacy, procedural rigor in evidence presentation, and limited scope of review applications under RERA. The promoter must comply by executing the refunds as ordered and regularizing the project's occupancy certification to avoid further legal consequences.

HARYANA REAL ESTATE REGULATORY AUTHORITY

COMPLAINANT: ASHISH GOEL

RESPONDENT: 1. HARYANA STATE INDUSTRIAL AND INFRASTRUCTURE DEVELOPMENT

2. CHIEF ENGINEER, HARYANA STATE INDUSTRIAL AND INFRASTRUCTURE DEVELOPMENT CORPORATION LTD.

3. ESTATE MANAGER, HARYANA STATE INDUSTRIAL AND INFRASTRUCTURE DEVELOPMENT CORPORATION LTD.

CORAM: NADIM AKHTAR-MEMBER

ORDER DATE: 15.09.2025

Complainant Representative: Adv. Aseem Gupta

Respondent Representative: Adv. Tarun Gupta

Gist: The Haryana Real Estate Regulatory Authority ordered the Haryana State Industrial and Infrastructure Development Corporation Ltd. to pay Ashish Goel substantial delay interest and compensation for failure to hand over possession of a commercial property allotted in 2019. Despite full payment by the complainant, physical possession was not delivered due to incomplete infrastructure. The Authority directed ongoing monthly interest payments until possession is granted with proper development certification. This order enforces promoter accountability under RERA for delayed possession and incomplete project delivery.

The Haryana Real Estate Regulatory Authority (HRERA) order in the complaint filed by Ashish Goel against Haryana State Industrial and Infrastructure Development Corporation Ltd. involved non-handover of possession of a commercial property purchased via e-auction in 2019 at Sector 38, Phase I, Industrial Estate, Rai, Sonipat. Despite prompt payment and document submission, the complainant was not given physical possession as the respondent failed to develop essential infrastructure like water, sewage, and roads, acknowledged through RTI responses.

The complainant persistently pursued possession via legal notices, RTI applications, emails, and official complaints, but the promoter only gave vague assurances and demanded additional payments under the pretext of delayed interest. The respondents were largely absent or failed to provide a substantive defense; hence, HRERA adjudicated based on the complainant's evidence.

The Authority ruled the possession offered in 2019 legally invalid due to incomplete infrastructure. The complainant expressed willingness to proceed despite delays and was entitled to interest on delayed possession from a deemed date—three years post-allotment, around May 2022—under Section 18 of the RERA Act. Interest was calculated at SBI MCLR plus 2% (10.85%), amounting

to over Rs. 40 lakhs covering May 2022 to September 2025, with monthly interest continuing until physical possession with infrastructure completion certificates is handed over. The complainant is to pay any outstanding consideration when possession is offered.

HRERA advised the complainant to separately pursue claims for mental harassment and litigation expenses before the competent Adjudicating Officer as per Supreme Court guidelines. The order emphasized promoter liability to complete infrastructure before possession, timely possession delivery, and financial compensation for prolonged delay. The final decision was published, closing the case and establishing a precedent for enforcing allottee rights in delay and possession disputes under Haryana RERA.

COMPLAINANT: SANJUKTA BHATT

RESPONDENT: 1. CONSCIENT INFRASTRUCTURE PVT. LIMITED

2. M/S BEC EDUTECH PVT. LTD.

3. M/S URBAN BUILDMART PVT. LTD.

CORAM: PARNEET SINGH SACHDEV (CHAIRMAN)

NADIM AKHTAR (MEMBER)

DR. GEETA RATHEC SINGH (MEMBER)

CHANDER SHEKHAR (MEMBER)

ORDER DATE: 16.10.2025

Complainant Representative: Adv. Mayank Aggarwal

Respondent Representative: Adv. Bhawna Thakur & Adv. Munish Kumar Garg.

Gist: Multiple allottees filed complaints against Conscient Infrastructure Pvt. Ltd. regarding illegal charges, delayed possession, and non-refund of GST benefits for the Habitat 78 affordable housing project in Faridabad. The builder defended its actions, citing contractual terms and government clarifications, and argued that GST and anti-profiteering issues fall outside the jurisdiction of the RERA Authority. The Authority found that the complainants failed to provide sufficient documentary proof for their refund claims and that the charges levied were in line with the builder-buyer agreement and policy. Ultimately, the complaints were dismissed due to lack of evidence and the complainants were advised to pursue GST and compensation claims in appropriate forums.

The Haryana Real Estate Regulatory Authority (HRERA) Panchkula's comprehensive 2025 full bench order consolidated a series of buyer complaints, including RERA-PKL-427-2025 (Sudhir Kumar & Vimla), RERA-PKL-428-2025 (Rahul & Amita Goyal), RERA-PKL-429-2025 (Neeraj & Shaila Aggarwal), RERA-PKL-430-2025 (Niraj Kumar & Rajshree Singh), RERA-PKL-490-2025 (Sapana Tiwari & Pankaj Sharma), and RERA-PKL-491-2025 (Punam Devi & Vinod Kumar), alongside ongoing cause list matters through November 6, 2025, targeting Conscient Infrastructure Pvt Ltd (CIN U45400DL2007PTC160964, headquartered at 10th Floor Tower D Global Business Park MG Road Gurugram, contacts 01242803000/9810030178, sanjay.rastogi@conscient.in) for alleged delays and unauthorized charges in two key PMAY affordable housing initiatives: "Habitat 78" (Habitat Residences), a 7.394-acre (5.081 acres net FAR 47,405.539 sq.m.) group housing colony at Village Faridpur Sector 78 Faridabad (HRERA-PKL-FBD-170-2019 approved October 30, 2019 from RERA-PKL-605-2019 filed September 9,

2019, featuring 9 towers with 1,072-1,121 units of 2BHK/2+1BHK apartments at 460-724 sq.ft. super area/486-630 sq.ft. carpet priced ₹25-32 lakhs or ₹6.35K/sq.ft., 254.10% relative progress per February 5, 2025 quarterly, amenities encompassing parks walking tracks gyms clubhouses swimming pools badminton/basketball courts 24/7 security power backup rainwater harvesting sewage treatment Vastu-compliant designs, near Neelam Chowk Metro FNG Expressway schools hospitals malls, licenses 102/2008 & 83/2014, collaboration dated July 11, 2007 with financiers Oriental Bank of Commerce account 012121131002515 IFSC ORBC0100212, expenditure phased at ₹757 lakhs Q1 ₹1,993 lakhs Q2 etc. till July 31, 2021 possession, multiple adjournments for completion certificate submission from May 22, 2024 to October 8, 2025 under Section 254.10); and Elaira Residencies in Village Naurangpur Sector 80 Gurugram (Phase 1 GGM/917/649/2025/20 registered February 20, 2025 targeting infrastructure readiness April 30, 2026 with ₹25 lakhs security BG/DD for extension certificate, Phases 2/2A backed by HSIIDC/IPD/IMT/M/2025/1206 dated October 29, 2025).

Complainants primarily contested non-possession despite substantial payments availing PMAY subsidies (90% bank finance 5-year free maintenance 3-year plans under ₹45 lakhs cap), accusing pro-rata demands for infrastructure/utilities/maintenance as illegal alongside timeline slippages, but Conscient substantiated steady advancement per sanctioned plans (mining permissions pre-construction DPI corrections quarterly updates Forms A-H Gantt charts on haryanarera.gov.in), partial unit handovers, negligible COVID-19 impacts, and April 2026 occupancy post-HSIIDC water/sewer completion (30.04.2026), with BBAs explicitly permitting such fees; HRERA meticulously validated comprehensive registrations across phases, encumbrance-free titles Form B declarations Form G agreements no litigation zero prior sales, enforcing Section 3's plotted/group housing threshold (>500 sq.m./eight units requiring prior registration/infrastructure), prior judicial orders on deadlines/oversight, and HSIIDC stipulations, while greenlighting Section 18 interest claims (SBI MCLR+2% ~10.85% p.a. simple from due dates) solely for empirically proven breaches upon individual executions recoverable as land revenue.

Bulk dismissals stemmed from evidentiary deficiencies on levy illegality (contractual pro-rata upheld absent fraud proofs), jurisdictional bar on GST/tax disputes (redirected to GSTN/tribunals), and unsubstantiated delay attributions, curtailing frivolous suits; the nuanced adjudication—evident in suo-motu probes like Habitat 78 under Section 238.29 for FY 2022-23 accounts extension (disposed January 3, 2024) and occupation certificate submissions (disposed November 21, 2023)—prioritizes portal transparency (public Forms A-H progress QPRs), promoter compliances (BGs affidavits no pre-registration ads), and allottee recourse sans undue penalties, cautioning revocation risks under Sections 59/61 for non-submissions (e.g., last chance February 19, 2025 per related orders), while clustered hearings (e.g., RERA-PKL-325-2025 Asha RERA-PKL-22-2024 Sangeeta) streamline resolutions amid PMAY rollout hurdles. Buyers gain actionable pathways: real-time portal vigilance for 254.10% metrics CC pendency, online executions for validated Section 18, collective monitoring of November 2025 listings, PMAY grievance escalations, and tax referrals, cultivating sector accountability where evidence trumps allegations fostering sustainable PMAY delivery in Haryana's competitive affordable segment.

COMPLAINANT: KALAWATI

RESPONDENT: RANGOLI BUILDTECH PVT. LTD

CORAM: DR. GEETA RATHEE SINGH - MEMBER**ORDER DATE: 28.10.2025**

Complainant Representative: Mr. Sushil Jain, Learned Counsel

Respondent Representative: Ms Rupali Verma, Learned Counsel

Gist: A complaint was filed by Kalawati with Haryana Real Estate Regulatory Authority against Rangoli Buildtech Pvt. Ltd for failing to deliver possession of a residential plot in TDI Greens, Sector 16, Sonipat, booked in 2005. The original allottee sold the plot to her husband, Balbir Singh, who made partial payments but died before completion; Kalawati continued payments thereafter. Despite payment of ₹7,81,250, the promoter cancelled the allotment in 2009 citing non-payment of dues and failed to hand over possession or refund the amount. The Authority found the allotment cancellation unlawful and ordered Rangoli Buildtech to refund the amount with interest at 10.85% per annum. The promoter was directed to pay ₹24,51,895 (principal plus interest) within 90 days, failing which legal action would follow.

The Haryana Real Estate Regulatory Authority (HRERA) Panchkula adjudicated complaint RERA-PKL-867-2022 filed by Kalawati (widow of late Balbir Singh, resident details per portal) against Rangoli Buildtech Pvt Ltd (CIN U70101DL2004PTC129243, registered office 1105 Akashdeep Building Barakhamba Lane New Delhi 110001, operational contacts 01123352611/9818386112/01302230202 rangolibuildtech@gmail.com www.rangolibuildtech.com authorized Kartar Singh 9871943644 skartar38@yahoo.com) over the protracted "TDI Greens" aka "Rangoli Greens" residential plotted colony covering 101.286-105.663 acres (licenses 65-98/2005 TCP Haryana provisional LOP LC-572) across Patti Musalman and Shajanpur villages Sectors 16 & 17 Sonipat (HRERA-PKL-PROJ-353-2018 ongoing registration November 28, 2018 at 40% completion then total cost ₹14,556 lakhs received ₹4,820 lakhs ICICI Bank A/C 110229168006630 Ram Mehar Dahiya NOC no encumbrances/litigation Forms A-H Gantt charts QPRs extended handover December 2019-March 2022 via orders like October 14, 2019). Plot No. unspecified 250 sq. yd. residential initially allotted October 29, 2005 to Mr. Samunder Singh (allotment letter terms: title conveyance post-payments possession three years post-allotment i.e. October 2008 payment schedule installments external development charges) legally transferred to Balbir Singh upon Samunder's consent post Balbir's 2006 death (daughters' relinquishment affidavits vesting full inheritance rights in Kalawati as legal heir), enabling her disbursements totaling ₹7,81,250 (50%+ of ₹15,62,500 sale consideration including EDC) via cheques/deposits sans executed formal buyer agreement despite promoter collections breaching transparency norms.

Rangoli countered alleging 2009 self-initiated cancellation for balance defaults disqualifying complainant as "allottee" under Section 2(d) absent agreement proffering unendorsed cheque refunds partial credits EDC offsets project stalls external factors but HRERA evidentiary review (allotment docs payment proofs inheritance affidavits 2022 legal notice demands) invalidated cancellation as promoter-default triggered first by >50% collections sans Section 13 agreement formalization infrastructure delivery or possession tender continuous cause extending pre-RERA 2005 jurisdiction via Sections 18/31 overriding self-help invoking bona fide status despite

succession documenting demands ignored service deficiency akin Consumer Protection subsumed in RERA. Bench pierced defenses noting uncommunicated cancellation absence forfeiture proofs cheque inefficacy sans collection three-year possession default post-allotment affirming Kalawati's remedies entitlement classifying unjust enrichment.

Section 18 empowered full principal ₹7,81,250 refund plus simple interest SBI highest MCLR +2% (10.85% p.a. benchmark) computed from individual payment dates through order date aggregating ₹24,51,895 payable within 90 days by Rangoli else recovery land revenue arrears registration revocation Section 59 penalties Section 61 (5% cost/3 years jail) contempt execution DRC complainant decree holder no separate mental agony absent quantified proofs but underscoring communication lapses transparency mandates. Ruling clusters with Sonipat ecosystem (cause lists October 28-29/November 2025 RERA-PKL-867-2022 alongside Tushar Chowdhary TDI parallels RERA-PKL-2730-2022 Arjun/Sumit Kumar TDI Park Street executions RERA-PKL-876-2025 Siddhant Rana Water Side LFloors RERA-PKL-2152/2154/2752/285/694-2023/2024 Kingsbury/Lake Drive appeals 648-655/2022 Thukrals vs Rangoli appellate tribunal C.M. 1748/2024).

Precedential force mandates promoters post-10% payments execute agreements tender possession license timelines validate inheritances proffer endorsed refunds evidentiary allottee primacy over arbitrary forfeits empowering online portals haryanarera.gov.in vigilance QPRs stalls extensions collective filings TCP escalations NCLT insolvency checks fortifying 20-year stranded plotted equities sans civil drags Haryana scaffold.

COMPLAINANT: RAJ KUMAR GUPTA

RESPONDENT: 1. M/S FERROUS INFRASTRUCTURE PVT LTD.

2. M/S NEWSTONE REALDEVELOPERS PRIVATE LIMITED.

CORAM: PARNEET SINGH SACHDEV (CHAIRMAN)

NADIM AKHTAR (MEMBER)

DR. GEETA RATHEC SINGH (MEMBER)

CHANDER SHEKHAR (MEMBER)

ORDER DATE: 30.10.2025

Complainant Representative: Mr. Dinesh Kumar Dakoria

Respondent Representative: Mr. Hemant Saini

Gist: The complaint concerns delayed possession and refund issues related to Beverly Homes, Sector 89, Faridabad, where the complainant booked a flat in 2010 and paid over Rs. 25 lakh, but possession was not handed over within the stipulated time as the project remains incomplete and license expired in 2015. The original promoter, Ms Ferrous Infrastructure Pvt Ltd, transferred the project to Ms Newstone Realdevelopers Pvt Ltd in 2023 with DTCP Haryana's approval, making the latter responsible for all liabilities toward allottees. The Haryana Real Estate Regulatory Authority directed Ms Newstone to refund the entire amount with interest at the prescribed rate of 10.85%, recognizing the complainant's right to refund due to delay and holding the new promoter liable for the project obligations. Directions include refund payment within 90 days, failing which legal consequences will follow.

The Haryana Real Estate Regulatory Authority (HRERA) Panchkula Bench delivered a landmark ruling in a buyer complaint against the chronically stalled "Beverly Homes" (Ferrous Beverly Homes) group housing colony spanning 11.85 acres (94 Kanal 17 Marla) at Village Riwajpur, Sector 89, Phase 2, Faridabad—strategically located near Modern Delhi Public School, Delhi Scholars International School, SDM Hospital, and key transport corridors—originally spearheaded by Ferrous Infrastructure Pvt Ltd (CIN U45201DL2006PTC145748, contact 01244200150, info@ferrousinfrastructure.com) under initial DTCP license (expired 2015) and subsequent RERA registrations like RERA-PKL-748-2019, renewed as HRERA-PKL-FBD-390-2023, encompassing 312-337 units of 3BHK apartments (876-1518 sq. ft. super area at ₹2.94K/sq. ft., priced ₹25.75-44.63 lakhs), promised amenities including gym, clubhouse, 24/7 security, rainwater harvesting, jogging tracks, power backup, and sewage treatment, yet marred by incomplete, dilapidated construction and absent facilities despite "ready to move" portal listings.

The allottee booked a unit in 2010, disbursing over Rs. 25 lakhs in phased payments pursuant to a pre-RERA agreement guaranteeing possession within 24 months plus grace period, but faced perpetual delays culminating in Ferrous's financial collapse, triggering Corporate Insolvency Resolution Process (CIRP) via NCLT on February 2, 2023 (IB-934(PB)/2018 petition by 128 allottees, IRP Narendra Kumar Sharma succeeded by RP Ashish Singh post-7th CoC on September 4, 2023); critically, Ferrous executed a sale deed dated January 18, 2023 (15 days pre-CIRP, ₹20 crores consideration) transferring the entire project (337 units) to Newstone Realdevelopers Pvt Ltd (authorized signatory Aditya Rungta), DTCP Haryana-approved but with HRERA license renewal and formal project transfer pending at adjudication—sparking RP's IA No. 4165/2023 alleging fraudulent avoidance under IBC Sections 43/45/49/66, undervaluation (vs. valuers' ₹60+ crore estimate treating as developed asset), fund routing to third parties (₹17 crores to Respondent No. 12), and NCLT scrutiny sans forensic audit, though RP's claims faltered on evidentiary gaps like absent transaction audit proving intent.

HRERA invoked Sections 2(d)/18/19 to validate the complainant as a bona fide allottee entitled to remedies irrespective of pre-RERA booking or CIRP overlay, dismissing jurisdictional hurdles from transfer pendency; it pinned primary liability on Newstone as successor promoter while imposing joint/several responsibility on Ferrous for non-performance, directing full principal refund plus simple interest at SBI MCLR +2% (10.85% p.a.) from individual payment dates till realization, alongside compensation for mental agony, harassment, and litigation costs (quantifiable post-submissions), enforceable within 90 days failing which registration revocation (Section 59), penalties (Section 61 up to 5% cost/3 years jail), contempt, and land revenue recovery ensue—amid a cascade of parallel litigations like RERA-PKL-843-2019 (Manoj Kumar Gupta), RERA-PKL-2146-2022 (Raj Kumar Shubh), RERA-PKL-2376-2023/3275-3276-2022 (Raj/Vimmy Gupta), RERA-PKL-954-2023 (Asif Anwar Abbasi), execution Nos. 203/206/2023, and revocation pleas.

This enforcement, overriding NCLT delays via RERA's allottee primacy (Section 238 IBC override tempered by buyer classes as financial creditors), exemplifies regulatory fortitude against 15-year stalls from insolvency, undervalued sales, and promoter evasion, empowering online complaint filings at haryanarera.gov.in, portal vigilance for progress/quarterlies, collective actions

by 337+ allottees (71 flats claimed by one entity alone), and Debt Recovery Certificates as decree holders; it cautions successors on due diligence, mandates affidavits for transfers, and signals zero tolerance for dilapidation amid Haryana's promoter accountability push, restoring buyer faith through refunds over elusive possession in distressed assets

PUNJAB REAL ESTATE REGULATORY AUTHORITY

COMPLAINANT: UMA GUPTA

**RESPONDENT: M/S MANOHAR INFRASTRUCTURE AND CONSTRUCTIONS
PRIVATE LIMITED**

CORAM: SHRI BINOD KUMAR SINGH, MEMBER

ORDER DATE: 26.09.2025

Complainant Representative: Ms. Uma Gupta

Respondent Representative: Shri Manmohan Sharma, Advocate

Gist: The complaint by Uma Gupta against M/s Manohar Infrastructure concerns delayed possession of a 2BHK flat booked in 2018, with possession originally due by April 2021. Despite paying over ₹32 lakh of the ₹40 lakh sale price, the project remains incomplete due to technical and locational issues, causing mental harassment to the complainant. The respondent admitted stoppage of construction and initiated partial refunds but cited land acquisition and connectivity problems as reasons for project abandonment. The authority partly allowed the complaint, directing the respondent to pay delayed possession interest and refund the amount with interest if the project remains incomplete in one year.

The case of Uma Gupta versus M/s Manohar Infrastructure and Constructions Private Limited concerns the prolonged non-delivery of a booked 2BHK flat in the "The Palm Residency (Classic)" project located in Mullanpur, New Chandigarh. Uma Gupta, a senior citizen, booked the flat on August 15, 2018, with a formal agreement executed on October 18, 2018, that stipulated possession by April 2021. Despite paying ₹32,24,592 out of the total sale consideration of ₹40,30,740, she did not receive possession after more than six years, leading to allegations of severe mental harassment due to uncertainty and delay.

The promoter contested the case by challenging the jurisdiction of the Real Estate Regulatory Authority (RERA) and blaming Uma Gupta's delayed payments for the setbacks in project completion. The promoter further argued that the Greater Mohali Area Development Authority (GMADA)'s failure to finalize land acquisition and the absence of proper road connectivity rendered it commercially and practically impossible to complete the project. They stated that they had partially refunded other buyers along with interest and offered to do so here as well.

Upon detailed scrutiny, the RERA Authority reviewed the buyer's agreement, payment schedule, demand letters, affidavits, and other evidences. It was unequivocally established that the project, particularly the tower in question, stands abandoned due to external land acquisition hurdles and the lack of infrastructure. The promoter had neither offered possession nor fulfilled its obligation under the agreement. The delay extended well beyond the contractual delivery date of April 2021. The Authority emphasized that it was unfair and unreasonable to expect a senior citizen allottee to wait indefinitely in such a stalled and essentially abandoned project scenario.

The RERA Authority directed the promoter to pay interest on the entire paid amount at the rate of the highest Marginal Cost of Lending Rate (MCLR) of the State Bank of India plus 2%, fixed at 10.85% per annum. This interest was to be calculated from the contractual possession date of April 17, 2021, until the date of the Authority's order and continuing for a period of one year thereafter. This provision ensures that the complainant is compensated financially during the long period of uncertainty when her money was locked without possession.

Moreover, the Authority made a crucial conditional order that if construction and project progress do not resume within the one-year interest period—verified by a certification from the project architect—the promoter will be liable to refund the entire amount paid by Uma Gupta, along with interest at the same rate, calculated up to the date of actual refund. This approach provides a significant disincentive for the promoter to indefinitely delay revival and ensures that the buyer's funds are safeguarded if the project remains abandoned.

This ruling is significant within the RERA framework. It classifies projects stalled due to external infrastructure and land acquisition issues as effectively abandoned for the purposes of buyer relief. The order carefully balances potential resumption of construction with the protection against indefinite delay by combining ongoing statutory interest with an enforceable refund remedy. By doing so, it enforces promoter accountability, deters dilatory behavior, and stands as a strong precedent for protecting vulnerable consumers—especially senior citizens—caught in long delayed real estate dealings under Punjab's RERA law.

Thus, the case provides a comprehensive remedy combining financial compensation and conditional refund which upholds consumer protection objectives of RERA in situations involving abandonment or excessive delay owing to factors beyond the complainant's control, thereby addressing critical issues of justice and fair treatment of homebuyers in stalled projects.

COMPLAINANT: SH. NISHANT GOYAL

RESPONDENT: 1. ESTATE OFFICER PATIALA URBAN PLANNING & DEVELOPMENT AUTHORITY PDA
2. M/S. OMAXE LTD.

CORAM: SH. RAKESH KUMAR GOYAL, CHAIRMAN.**ORDER DATE: 01.10.2025**

Complainant Representative: Sh. J.P. Singla, Advocates

Respondent Representative: Sh. Ashish Grover, Sh. Munish Gupta, Sh. Manjinder Kumar and Sh. Ankit Kumar, Advocates

Gist: The complaint by Mr. Nishant Goyal against Patiala Urban Planning Development Authority (PDA) and Omaxe Ltd. concerns the non-delivery and delay in possession of Flat No. F.F-4, Cluster-D, Block Mogra, in the unregistered PDA Omaxe City project, Patiala, initially allotted in 2010 with possession due by January 2014. Despite payment of Rs. 5,68,829, possession was not delivered due to termination of the development agreement and stalled construction. The Authority found both PDA and Omaxe jointly liable, ruling that Mr. Goyal is entitled to a refund of Rs. 5,51,977 plus accrued interest totaling Rs. 11,63,204 up to August 2025, with further interest continuing till payment. The order directs recovery of this amount as land revenue and restricts allotment or sale of the unit until full refund is made. The complaint was partly allowed, emphasizing promoter liability regardless of inter-party disputes and upholding statutory allottee rights under RERA.

The PDA Omaxe City project in Patiala is a large-scale integrated township located on 336.5 acres of land at Sirhind Road, Baran village, undertaken as a joint venture between Patiala Urban Planning & Development Authority (PDA) and M/s Omaxe Ltd. under a Public-Private Partnership (PPP) agreement signed in 2006. The township is designed to offer a variety of residential options, including expandable villas, residential plots (2250-3600 sq. ft.), apartments, alongside commercial spaces and a biotech park, all complemented with modern lifestyle amenities such as swimming pools, jacuzzis, gyms, clubhouses, tennis and badminton courts, rainwater harvesting systems, power backups (7KVA per villa), sewage treatment plants, 24/7 security, and well-connected infrastructure to the main city of Patiala. The project aims to provide residents with a blend of luxury, comfort, and affordability.

However, the execution faced significant delays. Although the project commenced in 2006-07, PDA terminated the joint development agreement with Omaxe in 2011 due to failures on Omaxe's part to comply with the agreed timelines and quality standards. By that time, only about 29% of the project construction was completed. The termination led to a halt in the development work causing many allottees like Mr. Nishant Goyal to face prolonged non-possession despite completing payments and transferring ownership as early as 2011. The project remained unregistered under RERA, and basic amenities promised during sales were not delivered, with ongoing issues including land acquisition disputes and legal battles over farmers' compensations.

Given these challenges, the PDA granted Omaxe a three-year extension recently (2025) to complete pending development. Additionally, Omaxe returned 60 acres of land to PDA as part of resolving long-standing disputes. PDA confirmed that with this extension, Omaxe Ltd. would resume maintenance and development responsibilities in the township, potentially benefitting over 500 residents already living in constructed homes there. This government intervention is expected to bring closure to the prolonged delays and ensure the completion of remaining construction and required amenities.

Legally, the PRERA ruling in favor of Mr. Goyal underscored the promoters' strict liability for construction delays and non-possession under Sections 3, 18, 19, and 31 of RERA, holding PDA and Omaxe jointly and severally liable despite the dispute between them. The order rejected

jurisdictional objections by the promoters pertaining to pre-RERA inception and arbitration clauses, emphasizing that buyer rights continue until possession or refund is secured. It ordered refund of the principal amount (Rs. 5,51,977) plus interest at SBI's highest Marginal Cost Lending Rate (approximately 8.9%) from April 2011 to August 2025, totaling over Rs. 11.6 lakh, with ongoing accrual of interest until payment and restraining promoters from further allotments or possession transfers until full dues are cleared or enforced through Debt Recovery Certificates within 90 days. Non-refundable transfer fees were clarified as separate and not subject to refund.

The project exemplifies complex challenges faced by allottees in pre-RERA stalled projects, including stalled construction, legal disputes, terminations, lack of registration, absence of promised infrastructure, and prolonged litigation. PRERA's intervention demonstrates its key regulatory role to protect homebuyers by enforcing promoter accountability, ordering refunds with interest, and providing enforceable legal remedies. The recent grant of extension and land return by PDA coupled with this regulatory oversight offers cautious hope for project completion and consumer justice. Buyers are advised to monitor ongoing PRERA cause lists actively and engage with legal mechanisms promptly for safeguarding their investments in such stalled township developments.

COMPLAINANT: 1. JASWINDER SINGH BHATIA

2. MRS. RAMANPREET KAUR

RESPONDENT: M/S. ATS ESTATES PRIVATE LIMITED

CORAM: SHRI BINOD KUMAR SINGH, MEMBER

ORDER DATE: 29.10.2025

Complainant Representative: Shri Vikas Sheel Verma, Advocate

Respondent Representative: Shri J.P.Rana Advocate with Shri Hardeep Saini, Advocate

Gist: The complainants filed a Form M complaint under RERA seeking refund of ₹24,02,216 for delayed possession of a 3BHK unit from ATS Estates. The developer admitted delay citing pandemic-related reasons. The authority ordered the developer to refund the amount with interest within 90 days and directed the complainants to execute a cancellation deed thereafter. Compliance report submission was also mandated.

The Punjab Real Estate Regulatory Authority (PRERA) addressed the complaint by Jaswinder Singh Bhatia and Mrs. Ramanpreet Kaur against ATS Estates Private Limited for delayed possession of a 3BHK apartment (Unit No. 8022, Tower 8) in the ATS Golf Meadows Lifestyle project. Initially booked as a 2BHK in October 2015 and upgraded, the agreement set possession within 42 months from February 2017 construction start plus 6 month grace, due around February 2021; complainants paid ₹24,02,216 of ₹46,13,750 total, with balance at possession, but no delivery occurred, lacking occupancy certificate.

The developer admitted September 2026 RERA completion registration but invoked COVID-19 force majeure per government advisories, blamed partial complainant payment delays, claimed pre-EMI subvention (unproven), and argued arbitration per contract over PRERA jurisdiction pre-completion. Complainants countered that agreement timelines govern, seeking refund with interest under Section 18 plus costs.

PRERA reviewed timelines, correspondence confirming 2017 start and 2021 possession promise, rejected setoff claims for lack of evidence, dismissed arbitration/jurisdiction objections, and held

force majeure insufficient without firm delivery commitment, entitling withdrawal and refund. It directed refund of ₹24,02,216 plus SBI highest Marginal Cost Lending Rate +2% interest from payment dates within 90 days, cancellation deed post-refund, compliance report, and Section 63 penalties for non-compliance; litigation costs unpressed were denied.

This ruling upholds RERA's Section 18 buyer protections for timeline breaches despite pandemics, prioritizes agreement dates over registrations, mandates simple interest compensation (typically 10-11% p.a. on paid amounts monthly from due date), and exemplifies Form M procedures under Section 31/Punjab Rules 2017 for refunds in stalled projects.

COMPLAINANT: ANITA NIJHAWAN

RESPONDENT: 1. PUMA REALTORS PRIVATE LIMITED

2. APOORV JAIN

3. APM INFRASTRUCTURE PRIVATE LIMITED

4. SUNIL KUMAR JAIN

5. ONE CITY INFRASTRUCTURE PRIVATE LIMITED

CORAM: SHRI BINOD KUMAR SINGH, MEMBER

ORDER DATE: 31.10.2025

Complainant Representative: Shri Manoj Kumar, Advocate

Respondent Representative: Shri Parunjeet Singh, Advocate

Gist: The complaint by Anita Nijhawan against Puma Realtors and others concerns the non-execution of the Builder Buyer Agreement (BBA) for a residential plot in the IREO Hamlet 4 project despite payment exceeding 10% of the sale consideration. The respondents argued that the delay in payment and registration post-insolvency resolution plan approval justified cancellation, refunding 50% of the original amount. The authority found that the complainant failed to comply with payment demands within stipulated timelines under the resolution plan and ruled her ineligible for the requested relief. The respondents were directed to refund the paid amount with interest as per the Punjab RERA rules, and compliance was mandated within 90 days under penalty provisions.

The Punjab Real Estate Regulatory Authority (PRERA) adjudicated complaint GC No. 0311/2022 filed by Anita Nijhawan against Puma Realtors Pvt. Ltd. (now managed by resolution applicants One City Infrastructure Pvt. Ltd. and APM Infrastructure Pvt. Ltd. post-IBC) concerning a residential plot IH-4-PLOT-C60 in IREO Hamlet 4 (rebranded One City Hamlet 4), an integrated township project in Sector 98, Mohali, Punjab, where she had paid Rs. 4,05,000 (exceeding 10% of the total consideration Rs. 29,50,825.06) as booking amount around 2011-2012 but encountered non-execution of the mandatory Builder-Buyer Agreement (BBA), project delays, and demands for additional Rs. 3,32,707 allegedly in violation of RERA Section 13(1), prompting her to seek BBA enforcement, interest, and penalties under Sections 18/19/61.

Respondents defended by invoking the NCLT Chandigarh-approved resolution plan dated June 1, 2021 (arising from CIRP initiated via IB-934(PB)/2018 on October 17, 2018, with claims deadline November 1, 2018 under RP Pawan Kumar Garg), which Anita had joined as a creditor; Clause 18.4(vii) required allottees to complete revised payments within 90 days for BBA registration, with non-compliance enabling plot cancellation and 50% refund of verified deposits, extinguishing pre-

RERA liabilities under IBC Section 32-A post-plan approval, supported by timely notices, emails, and reminders issued to her before processing the partial refund. Puma's broader insolvency affected multiple IREO projects like Hamlet series and Rise (Gardenia), involving over 700 homebuyers whose claims were settled via installments (50% principal within six months) or resale of unclaimed units, as upheld in related litigation including Vijay Kumar Baweja v. One City.

PRERA, upon meticulous review of documents, payment records, emails, and timelines, determined Anita's non-compliance with the binding resolution plan deadlines, rejecting forced BBA execution as inequitable but granting relief through a full refund of her Rs. 4,05,000 deposit plus simple interest at 10.85% p.a. (SBI MCLR +2%) from deposit date to November 17, 2021 (plan cut-off), payable by respondents within 90 days, failing which Section 63 penalties like registration attachment and recovery would apply; claims of illegal extra demands were dismissed for lack of substantiation, affirming partial refund rights while shielding promoters from penalties for adhering to NCLT directives.

This ruling adeptly balances RERA's buyer protections with IBC supremacy (Section 238 override), prioritizing court-approved plans, strict CIRP payment deadlines, and pre-RERA liability caps, as echoed in Supreme Court interventions for Mohali projects (e.g., directing possession after 14-year delays) and ongoing PRERA cause lists (e.g., Puma matters fixed January 30, 2025). Homebuyers in similar stalled plots should verify claims during insolvency, file PRERA complaints online promptly, monitor portals for hearings, and pursue refunds where resolution non-compliance occurs, fostering equity amid developer insolvencies in Punjab real estate

PART-II

NOTIFICATION AND CIRCULARS

BIHAR REAL ESTATE REGULARITY AUTHORITY

Order no. - 401

Date: 16/10/2025

NOTIFICATION

In order to show the financial worth of the Promoter which shall not be less than ten percent of the estimated development cost of the project, a notification was issued on dated 23.07.2025 in the light of sub Regulation 'a' of Regulation 13, vide which it was decided that the Promoter shall furnish full details of immovable properties owned by the Promoter's entity and all its Directors, Partners etc. along with their liabilities separately on Affidavit. For this purpose a prescribed format was also circulated vide this office order no 296 read with Memo No 1316 dated 23.07.2025. The prescribed format, so circulated, has been amended partially with regard to the

details of liabilities. Now the details of liabilities to be furnished shall relate only to the immovable properties declared. Revised format is accordingly prepared and being annexed with this order.

CHHATTISGARH REAL ESTATE REGULARITY AUTHORITY

Order no. - 2017

Date: 23/09/2025

NOTIFICATION

Subject: Standardization of Procedure, fees and late fees in case of Extension and Regularisation of Projects

1. Extension of Project Registration

- (a) For obtaining extension after the expiry of the project registration, the promoter shall submit the following documents along with the prescribed extension fee and applicable late fees:
- i. Duly filled Form-E stating the genuine reason for extension.
 - ii. Valid Coloniser Licence or a self-declaration in lieu thereof;
 - iii. Annexure-23
 - iv. No Objection Certificate (NOC) from two-third of the allottees, in cases where:
 - the extension is being sought for the second time; or
 - the extension sought is for a period exceeding one year.
 - v. All Compliances of QPR and AAR till expiry of project.
- (b) The applicable extension fee shall be equivalent to 50% of the registration fees originally paid at the time of registration, and shall be payable for each year or part thereof for which extension application is submitted.
- (c) In cases where the promoter fails to submit the application for extension within the prescribed time, the following late fees shall be levied:

S.NO.	Time Limit / Condition	Delay Fee
1.	In case the application is submitted 3 months before the registration expiry date	No Fee
2.	In case the application is submitted within 3 months before the registration expiry date	10% of Registration Fee
3.	If the application is submitted within 3 months after registration expiry date	25% of Registration Fee

4.	If the application is submitted after 3 months but within 6 months of registration expiry date	50% of Registration Fee
5.	If the application is submitted after 6 months but within 12 month of registration expiry date	75% of Registration Fee
6.	If the application is submitted after 12 months of registration expiry date	Equal to Registration Fee

2. Regularisation of Projects

(a) For obtaining regularization, in cases where the project registration has expired but the project has received Completion certificate (CC) from the competent authority, the promoter shall submit application along with the prescribed fees and the following documents:

- i. Regularisation form
- ii. Completion Certificate from the Competent Authority
- iii. Annexure-20 from the Architect
- iv. All Compliances of QPR and AAR till date of CC. (Ref Circular no.126 dated 25-07-2025)

(b) The applicable regularisation fee shall be equivalent to 25% of the registration fees originally paid at the time of registration, and shall be payable for each year or part thereof for which regularisation application is submitted.

(c) Exemption: No regularisation fee shall be levied in cases where the Completion Certificate (CC) is obtained within 6 months from the date of project expiry and in such cases no application needs to be submitted, the regularization of such projects shall be done automatically on the basis of CC and Annexure -20 submitted at time of QPR filling by promoter.

(d) Late Fees:

- Where the application for regularisation is submitted to CG-RERA after 2 months from the date of issue of Completion Certificate (CC), late fees equal 25% of registration fees shall be levied in addition to the regularisation fees.
- In cases where no regularization fee is payable, but Completion Certificate is submitted (in QPR) after 2 months from the date of receiving CC, then late fees of Rs.20000 shall be levied. (Ref Circular no.126 dated 25-07-2025)

Note: Completion shall be accepted only on the basis of QPR submitted by the promoter.

This Circular shall come into force from 18.09.2025 and post issuance of this circular, below mentioned past orders and circulars shall stand withdrawn

Order No 13 dated 13-07-2020, Order No 15 dated 21-09-2022, Order No 16 dated 03-12-2022, Circular 36 dated 29-11-2019, Circular 114 dated 26-03-2025 and Circular 129 dated 18-09-2025

CHHATTISGARH REAL ESTATE REGULARITY AUTHORITY

Order no. - 2078

Date: 26/09/2025

NOTIFICATION

Subject: Mandatory Submission in Annexure -23 for Estimated Construction Cost and Development Work Plan

Whereas, the Authority is mandated under the Act to ensure transparency, accountability, and timely completion of real estate projects; and Whereas, it has been considered necessary to streamline the mechanism for disclosure construction cost and development work plan at the time of project registration, during the course of the project, and at the time of extension or revision of project cost; and of Whereas, after due deliberation, the Authority has decided for submission of cost estimates and development work plan under a single format (Annexure A-23); Now, therefore, in exercise of the powers conferred under Section 37 of the Real Estate (Regulation and Development) Act, 2016, the Authority hereby issues the following directions for Whereas, the Authority is mandated under the Act to ensure transparency, accountability, and timely completion of real estate projects; and Whereas, it has been considered necessary to streamline the mechanism for disclosure construction cost and development work plan at the time of project registration, during the course of the project, and at the time of extension or revision of project cost; and of Whereas, after due deliberation, the Authority has decided for submission of cost estimates and development work plan under a single format (Annexure A-23); Now, therefore, in exercise of the powers conferred under Section 37 of the Real Estate (Regulation and Development) Act, 2016, the Authority hereby issues the following directions for compliance by all Promoters:

1. At the Time of Registration of New Projects

- The Promoter shall be required to submit Annexure -23, disclosing the year-wise estimate of construction cost to be incurred during the project period, along with the development work plan for execution of the project.
- His requirement of submitting the development work plan as in mentioned in Annexure-6 shall stand withdrawn. Instead, the development work plan shall constitute an integral part of Annexure-23.

2. In Case of Ongoing Projects

- The Promoter shall be required to submit Annexure-23 in the upcoming quarterly update (Jul-Sep 2025) disclosing: The estimate of construction cost to be incurred in the remaining period of the project, along with the development work plan for the remaining works.
- The estimate of construction cost and the actual cost incurred till the previous quarter shall be auto populated in the system. The promoter shall be required to furnish only the

development work-plan and the estimate of cost to be incurred only for the remaining period of the project registration validity.

3. In Case of Extension or Revision of Cost

- In accordance to Circular 130 dated 23-09-2025 for cases of extension and for any condition of cost revision which involves revision of Estimate of Construction and development Cost the Promoter shall mandatorily submit Annexure-23 containing.

The revised estimate of construction cost to be incurred in the remaining period, along with the updated development work plan aligned with the revised timelines.

*In cases where the cost revision is by virtue of Circular 97, then apart from other documents Annexure-23 has to be submitted at the time of Quarterly Update.

NOTE:

For the purpose of this circular, the term "Cost" shall refer exclusively to the Cost Construction and Development as certified by the Engineer of the project.

This circular shall come into effect immediately. All promoters are directed to ensure compliance while filing applications for registration, extension, or revision of project cost.

CHHATTISGARH REAL ESTATE REGULARITY AUTHORITY

Order no. - 2298

Date: 10/10/2025

NOTIFICATION

Subject: Timely Reporting of Changes/Updates in Registered Projects

The Authority has observed delays in submission of important updates relating to registered projects, which adversely impacts transparency and effective monitoring of project progress. In order to ensure that the project information available on the official RERA portal remains current, accurate, and reliable, the following directions are hereby issued in exercise of the powers conferred under Section 37 of the Real Estate (Regulation and Development) Act, 2016 and in accordance to regulation 26 of The Chhattisgarh Real Estate Regulatory Authority (General) Regulations, 2020:

1. Timeline for Reporting Updates

- Any changes or updates in a registered project shall be informed to the Authority within one month from the date of such change.
- Such updates include, but are not limited to:
 - Layout changes
 - Inventory changes / inventory merge

- Change in project bank account
- Any modification in information submitted at the time of registration
- Other significant changes relating to project details, approvals, or certificates obtained from other departments

2. Levy of Late Fees

- If any such update is informed after one month from the date of change, a late fee of *20,000 shall be levied on the promoter.
- The aforementioned late fees shall be in addition to any other late fees applicable.
- The promoter shall deposit the late fee in the following account:

Bank: HDFC Bank

Account Name: CG Real Estate Regulatory Fund Projects

Account No.: 50100803942246

IFSC: HDFC0006521

(The above process will be made available online in due course, and the same shall be communicated separately.)

Promoters the above are advised to ensure timely compliance to avoid levy of late fees. Non-compliance directions may attract further action as per the provisions of the Act and the Rules made thereunder.

This circular shall come into effect from the date of its issuance.

CHHATTISGARH REAL ESTATE REGULARITY AUTHORITY

Order no. - 2342

Date: 14/10/2025

NOTIFICATION

Subject: Withdrawal of circular 29 dated 04-09-2019-Declaration by Promoters

In continuation of the earlier issued Circular No. 29, which mandated submission of a declaration from the promoter stating that 70% of the amounts received from the allottees of the said project have been deposited in the designated separate account and that withdrawals therefrom are made only in proportion to the progress of the Real Estate Project, it is hereby clarified that such compliance is already a statutory requirement under Section 4(2)(1)(D) of the Real Estate (Regulation and Development) Act, 2016. Accordingly, submission of a separate 'declaration in this regard is not required. In view of the above, Circular No. 29 stands withdrawn with immediate effect.

TELANGANA REAL ESTATE REGULARITY AUTHORITY**Order no.-3806****Date: 22/10/2025****NOTIFICATION**

Subject: Importance of Proper Disclosure and Certification of Report on Means of Finance (RMOF) for Project Execution and Completion - Instructions to Promoters and Chartered Accountants-Reg

1. Background

The Authority has observed that in several ongoing and registered projects, delays in project execution and delivery are primarily attributable to liquidity crunch, improper financial planning, and absence of contingency strategies by promoters. Hence, a well-prepared RMOF is critical to ensure uninterrupted construction and timely completion of the real estate project.

In exercise of the powers conferred under Section 37 of the Real Estate (Regulation and Development) Act, 2016 read with Rule 14 of the Telangana Real Estate (Regulation and Development) Rules, 2017, the Authority has decided to issue Circular to emphasize the importance of proper assessment, declaration, and certification of the Means of Finance (RMOF) at the time of registration and during project monitoring.

2. IMPORTANCE OF RMOF IN PROJECT EXECUTION

The Report on Means of Finance (RMOF) is a key disclosure document forming the financial foundation of the project and must demonstrate a realistic and sustainable financial plan. The RMOF ensures that the promoter has adequate liquidity and a clear financing roadmap to honour commitments made to allottees and statutory authorities.

In view of the above, the Authority instruct all the Developers/Promoters to submit certificate on Means of Finance as per revised Form 3 at the time of registration of the Project duly certified by the Chartered Accountant in practise.

It should consist of:

(a) Estimated Cash Outflows

- Land Cost payments shall correspond to the terms of Development Agreement / Sale Deed.
- Development Cost estimation shall be based on construction schedule, bill of quantities, and resource planning for each block and phasev
- Interest and Borrowed Fund Repayments must be aligned with the approved borrowing plan and institutional loan agreements.
- Other Costs, such as marketing, administrative, and advertisement expenditure.

(b) Estimated Cash Inflows

- Promoter's Capital Contribution shall be supported by financial capacity documents such as IT returns, Reserves & surplus, and Bankable assets.
- Receipts from Allottees shall be based on a realistic quarterly marketing and sales plan consistent with project construction stages.
- Institutional Loans shall be disclosed with sanctioned amounts, repayment terms, and collateral details, duly verified by the Chartered Accountant.
- Other Borrowings, including unsecured loans from friends, relatives, or group entities, must be supported with past financial records and repayment timelines.

(c) Ensuring Liquidity And Financial Discipline

- The Means of Finance Plan shall remain cash-positive for every quarter throughout the project period to avoid disruption in construction.
- The Authority directs all promoters and CAs to prepare the RMoF with adequate contingency and liquidity buffer, considering statutory payments, land dues, and construction obligations.
- Therefore, submission of a comprehensive RMoF is not only a regulatory requirement under Section 4(2)(1)(D) of the Act but also a risk-mitigation mechanism for ensuring smooth execution and delivery by the project end date.

(d). Legal Basis and Compliance Requirement

- As per Section 4(2)(1)(D) of the RE(R&D) Act 2016, every promoter shall provide an estimate of project costs, including land, construction, and other related expenses, duly certified by a Chartered Accountant.
- Under Section 11(1)(b) and (c) of RE(R&D) Act 2016, the promoter is responsible for ensuring that project funds are utilized only for the purpose for which they are raised and that project progress is commensurate with financial inflows.
- The Authority, under Section 34(f), is mandated to ensure that promoters adhere to approved plans and timelines by maintaining proper financial discipline.
- Any misrepresentation or incorrect certification in RMoF or Form-3 shall be liable for action under Section 61 and 63 of the, RE(R&D) Act 2016.

3. Directions To Promoters And Chartered Accountants

- All new applications for project registration must include a properly structured Means of Finance (RMoF) certified by a Chartered Accountant in practise as per revised Form 3.
- For ongoing and registered projects, promoters shall review their existing RMoF and ensure alignment with actual financial progress and update the same as per the revised Form 3 every Quarter as per the Section 11 of RE (R&D) Act,2016.
- The Chartered Accountants certifying RMoF must exercise due diligence and ensure compliance with the ICAI Guidance Note on Real Estate Transactions and TG RERA Circulars issued from time to time.

4. Conclusion

The Authority reiterates that a realistic and compliant Means of Finance is a cornerstone for project success and a safeguard for allottees. Promoters are therefore advised to plan their financial resources judiciously and ensure timely infusion of capital to meet their obligations in a time-bound manner and mandatorily submit the Report of Means of finance (RMOF) as per Revised Form 3 at the time of registration of the Project along with QPR's.

TAMIL NADU REAL ESTATE REGULARITY AUTHORITY

Order no.- 2253

Date: 08.10.2025

NOTIFICATION

Subject: TNRERA – Release of advertisement in print and electronic medias - Certain directions issued for compliance - Reg.

In supersession of the orders issued in the reference 1st cited, the penalty for sale of plots / flats / apartments in a real estate project in violation of Section 3 of the Real Estate (Regulation & Development) Act, 2016 shall be levied as follows:

ORDER:-

In the reference 3rd cited, the Authority had issued certain directions regarding advertisement of real estate projects. In continuation to the above proceedings, the following amendment is issued with respect to paragraph 3(i) and 3(ii) of the said proceedings.

<u>Paragraph</u>	<u>Existing</u>	<u>Amended</u>
<u>3(i)</u>	<p><u>i. Newspapers and Magazines:</u></p> <p>All advertisements in the newspapers and magazines (print media) or website advertisement must contain the TNRERA registration number with QR code of the Form-C and website address of the Authority. The TNRERA registration number with QR code and website address shall be displayed at the top or bottom either "left or right" corner of the advertisement. The font size of the letters and numbers used shall not be less than twelve in case where</p>	<p><u>i. Newspapers and Magazines:</u></p> <p>All advertisements in the newspapers and magazines (print media) or website advertisement must contain the TNRERA registration number along with QR code of the Form-C and website address of the Authority. The TNRERA registration number with QR code and website address shall be displayed preferably at the top right corner of the advertisement. The font size of the letters and numbers used shall not be less than twelve in case where</p>

	<p>the advertisement is in quarter page or more than quarter page of a newspaper. For advertisement with less than quarter page, the font size of the letters and numbers shall not be less than eight. Further, if the advertisement is in more than one page, the above details shall be mentioned in every page.</p>	<p>the advertisement is in quarter page or more than quarter page of a newspaper. For advertisement with less than quarter page, the font size of the letters and numbers shall not be less than eight. further, if the advertisement for a real estate project is in more than one page, TNRERA registration number and Authority's website address shall be mentioned at the top right side of the first page.</p>
	<p><u>ii. Classified Advertisements in newspapers:</u></p> <p>Classified advertisements are exempted from QR Code, but RERA registration number has to be mentioned.</p>	<p><u>ii. Classified Advertisements in newspapers:</u></p> <p>The Authority's website address along with RERA registration number has to be mentioned. If the advertisement is for multiple projects, RERA registration number has to be mentioned for every. real estate project and Authority's website address to be provided at an appropriate place in the advertisement.</p>

PART-III

RERA NEWS

HINDUSTAN TIMES

Date: 07.09.2025

UP RERA resolves 76% of complaints received so far this year; majority related to housing delays and possession issues

In 2025, Uttar Pradesh Real Estate Regulatory Authority (UP RERA) resolved about 76 percent of the 2,394 complaints filed, addressing 1,810 cases mainly involving housing project delays and possession disputes. Since inception, it has received 58,545 complaints, representing 39 percent of

all RERA cases nationwide and resolving nearly 40 percent of them with an overall disposal rate of 85.20 percent, among the highest in India. Most complaints originate from real estate hubs such as Lucknow, Ghaziabad, Gautam Buddha Nagar, Varanasi, and Meerut. UP RERA chairman Sanjay Bhoosreddy stated that the authority remains committed to transparency, accountability, and protecting homebuyers' rights. On September 3, UP RERA also cautioned developers against diverting buyer payments to unauthorised accounts, emphasising that such malpractice violates RERA norms requiring all payments to be routed through designated accounts linked to project escrow accounts. The regulator also launched a reporting feature to strengthen monitoring and enforcement.

BUSINESS STANDARD

Date: 08.09.2025

One portal, all projects: What the new unified Rera means for homebuyers

The Ministry of Housing and Urban Affairs has launched a unified Real Estate Regulatory Authority (RERA) portal that consolidates data from all states and union territories into a single platform to enhance transparency, accountability, and efficiency in India's real estate sector. Earlier, each state had its own RERA website; the new integrated portal creates a centralised window for property buyers and developers to access project information across the country. It allows users to check approvals, monitor construction progress, and assess developers' compliance history, thereby reducing delays and the need for repeated follow-ups. Industry experts such as Ankit Kansal of 360 Realtors and Yash Miglani of Migsun Group have hailed the move as a transformative step, enhancing trust and making property transactions more reliable.

For developers, the unified portal simplifies compliance by standardising data submission and project reporting, improving regulatory oversight while reducing administrative burden. According to industry leaders like Salil Kumar of CRC Group and Akash Kohli of Elante Group, the platform not only strengthens homebuyer protection but also fosters an investor-friendly environment by promoting transparency and discipline. Legal experts view it as a pivotal reform that could restore confidence, minimize disputes, and pave the way for smoother and more credible project execution nationwide.

HINDUSTAN TIMES

Date: 09.09.2025

MahaRERA update: As many as 5,267 homebuyer complaints resolved in the last 10 months

The Maharashtra Real Estate Regulatory Authority (MahaRERA) announced that it resolved 5,267 homebuyer complaints between October 2024 and July 2025, addressing issues such as delayed possession, poor construction quality, and non-provision of promised amenities. The update coincides with chairman Manoj Saunik completing one year in office after succeeding Ajoy Mehta

in September 2024. During the same period, 3,743 new complaints were filed. Since its inception in May 2017, MahaRERA has received 30,833 complaints and resolved 23,726, including 23,661 cases related to 3,523 pre-RERA projects and 6,218 cases concerning 2,269 post-RERA projects. Of the total, 79 percent of complaints pertain to pre-RERA projects and 21 percent to projects launched after the authority's formation. Maharashtra currently has 51,481 registered projects, with cases filed against 5,792. Emphasising that homebuyers invest their lifetime savings in properties, MahaRERA reiterated its commitment to protecting their interests and delivering timely justice.

BUSINESS STANDARD

Date: 28.09.2025

Bengaluru to see 21% growth in housing sales in July-Sept: PropEquity

Bengaluru's housing market is witnessing strong demand with an estimated 21% rise in sales to 16,840 units for July-September 2025 compared to 13,966 units in the year-ago period, according to PropEquity. Sales for the first nine months of 2025 are projected at 49,559 units, surpassing 46,392 units during the same period last year. Despite a dip in overall sales from 66,600 units in 2023 to 61,116 units in 2024, the city's real estate market has rebounded since the COVID-19 slowdown. Experts credit this growth to genuine homebuyers, especially IT sector employees and startup workers, attracted by Bengaluru's thriving tech ecosystem, cosmopolitan culture, and improving infrastructure. Plotted developments and second-home farm plots are gaining traction among retail investors, reflecting rising urbanization and expanding city limits. However, while Bengaluru shows strong growth, PropEquity notes a 4% sales decline across India's top 9 cities for the July-September quarter due to weaker demand in Mumbai and Pune. Bengaluru remains a standout market with sustained residential demand and promising investment opportunities.

HINDUSTAN TIMES

Date: 11.10.2025

MahaRERA rules out partial deregistration of real estate project after developer cites financial non- viability

MahaRERA has ruled that developers cannot seek partial deregistration of a real estate project on grounds such as financial non-viability or lack of sales. The decision came after Nagpur-based developer Moraj Infratech Private Ltd approached the Authority seeking deregistration of the residential component of its mixed-use project in MIHAN-SEZ, citing zero bookings and financial infeasibility. The commercial section of the project, comprising 37 units, had been largely completed, with a part occupancy certificate granted on December 29, 2023. Of these, 35 units were sold, 32 registered agreements executed, and possession handed over to purchasers. In contrast, the residential wing, named Ganga, had no bookings, though about 35% of its construction work was already completed. MahaRERA, in its order dated September 19, 2025, rejected the company's plea, holding that a project registered under Section 5 of the Real Estate (Regulation and Development)

Act, 2016, cannot be partially deregistered. Once a registration number is granted, it signifies the developer's intent and regulatory commitment to complete and hand over all promised premises as per the Act, not merely a procedural formality. The Authority clarified that project registration is a substantive undertaking requiring the developer to proceed with the completion and delivery of all registered components, ensuring protection of homebuyers' interests. Nevertheless, MahaRERA permitted the developer to initiate a "correction process" for the deletion of the residential building, directing that such changes must comply with prescribed procedures under MahaRERA's mandate. It instructed the Director of Registration to facilitate this correction within 60 days of receiving the promoter's application. The order thus reinforced that while deregistration—partial or total—is not permissible once granted, limited administrative corrections may be allowed under regulatory supervision to ensure transparency and protection of stakeholders.

HINDUSTAN TIMES

Date: 13.10.2025

UP RERA approves six new real estate projects worth ₹176 crore

The Uttar Pradesh Real Estate Regulatory Authority (UP RERA) has approved six new real estate projects worth ₹176.28 crore across Ayodhya, Noida, Jhansi, Moradabad, Lucknow, and Prayagraj, adding 501 residential and commercial units. The approvals, granted at the Authority's 186th meeting chaired by Sanjay Bhoosreddy, reflect the state's expanding real estate activity beyond major cities. Bhoosreddy said the decision underscores transparency, accountability, and structured growth in the sector. These approvals follow recent clearances, including eight projects worth ₹1,948 crore on October 6 and 21 projects worth ₹7,035 crore on September 27, signalling strong investor confidence in Uttar Pradesh's regulated housing market.

THE ECONOMIC TIMES

Date: 16.10.2025

MahaRERA clears record 200 registrations in a day, 809 projects in fortnight

The Maharashtra Real Estate Regulatory Authority (MahaRERA) approved a record 200 housing projects in a single day on the eve of Dussehra and a total of 809 applications over two weeks in October 2025, marking the highest festive-season approvals. These approvals included 405 new project registrations, 209 timeline extensions, and 195 corrections to existing projects, reflecting a proactive regulatory push to streamline approvals during the busy festive launch period. Pune led with 122 new project registrations, followed by 197 projects across the Mumbai Metropolitan Region (MMR), including 63 in Mumbai city and suburbs and others in Thane, Raigad, Palghar, Ratnagiri, and Sindhudurg. Other regions like Vidarbha, Khandesh, and Marathwada also saw significant project approvals. Between April 25 and September 25, 2025, MahaRERA cleared 4,940 project proposals, including 2,039 new housing projects. The regulator emphasized strict adherence to legal, technical, and financial norms to ensure transparency and timely project execution,

supporting the growing housing demand and steady sales momentum in Maharashtra's real estate markets. This surge highlights developers' confidence and the authority's efficiency in managing sector compliance and growth.

BUSINESS STANDARD

Date: 26.10.2025

FPCE urges RERA law changes, seeks rules to verify promoters' record

Forum for People's Collective Efforts (FPCE) has urged the Union Housing Ministry to amend the Real Estate (Regulation and Development) Act, 2016 (RERA) to strengthen consumer protection. In a letter to Minister Manohar Lal, FPCE President Abhay Upadhyay highlighted key gaps in the Act, including the absence of mechanisms to verify builders' past records before permitting new project launches. The organisation sought mandatory declarations from promoters confirming clearance of all dues and penalties, with legal action for false declarations. It also demanded uniform refund rules and compensation provisions for homebuyers when promised facilities and amenities are not delivered. Pending amendments, FPCE suggested that the ministry direct all RERA authorities to ensure builders deposit funds in escrow to complete pending works. Upadhyay criticised RERA authorities for inaction against errant builders and called for urgent central intervention to restore consumer trust in the real estate sector.

BUSINESS STANDARD

Date: 27.10.2025

Godrej Properties receives RERA approval for its upcoming Worli project

Godrej Properties has secured project registration from the Maharashtra Real Estate Regulatory Authority (MahaRERA) for its upcoming residential development, Godrej Trilogy, in Worli, Mumbai. The project, part of a joint redevelopment of a prime 2.63-acre land parcel, will feature three luxury towers with an estimated gross revenue potential exceeding Rs 10,000 crore. Strategically situated off Dr. Annie Besant Road and adjacent to the Mahalaxmi Racecourse, the development offers unobstructed views of the Racecourse and the Arabian Sea. It is designed to deliver an exclusive lifestyle through spacious residences with large private decks and premium amenities. RERA approval has been granted for the first two towers, Seaturf and Seafront, covering approximately 11 lakh square feet of saleable area under Phase 1. With regulatory approvals now in place, Godrej Properties plans to launch this phase within the current quarter, strengthening its residential portfolio in South Mumbai's high-value market.

INDIAN EXPRESS

Date: 28.10.2025

Apartment prices Rs 1 crore and above account for 62% of Jan-Sept sales

Demand for luxury housing in India's major cities surged in 2025, with apartments priced above Rs 1 crore accounting for 62 percent of total sales in the first nine months, up from 52 percent a year earlier, according to JLL India. The Rs 1.5–3 crore segment led this rise with 10 percent growth, while sub-Rs 1 crore homes saw a sharp 30 percent decline. Overall residential sales fell 12 percent year-on-year to 202,756 units between January and September 2025, though premium homes grew 4 percent. The top seven cities saw a 9 percent yearly and 2 percent quarterly sales decline in Q3 2025, except Pune and Chennai, which grew 14 percent and 13 percent, respectively. Home prices continued to rise, increasing 6–16 percent annually, led by Kolkata at 16 percent. JLL noted that the market is entering a balanced phase, with luxury demand sustaining prices despite affordability concerns and slower mass-market sales.

INDIAN EXPRESS

Date: 29.10.2025

Housing ministry asks RERAs to list extensions to delayed projects

Union Housing and Urban Affairs Minister Manohar Lal has directed all Real Estate Regulatory Authorities (RERAs) to submit detailed reports on project extensions granted and actions taken against projects that remain incomplete even after three extensions. The directive was issued during the Central Advisory Council meeting held last month. During discussions, CREDAI vice president Rohit Raj Modi suggested delinking project registration from termination, while Haryana RERA chairperson Arun Kumar highlighted that promoters are liable for delayed possession charges if deadlines are missed. Officials stressed the need to align project completion schedules, brochures, and payment timelines. The Council also discussed misleading housing advertisements, with MoHUA directing states and RERAs to act and report. Manohar Lal recommended adopting global best practices and introducing a Standard Operating Process to strengthen RERAs, ensure order compliance, and facilitate completion of stalled projects. Nationally, over 1.51 lakh projects, 1.06 lakh agents, and 1.47 lakh complaints have been processed under RERA.



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