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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,

As an Indian citizen, it's incredible and humbling to witness the enormity of our country's elections. With a population of 1.4 billion people, our nation boasts nearly 970 million registered voters, which is a testament to the vibrant spirit of democracy that courses through our veins. A decisive victory with a full majority, securing at least 272 seats, ensures efficient governance, enabling swift approval of crucial decisions for the nation's advancement. I hope that the progress witnessed over the past ten years persists into the future, maintaining the same momentum and positive trajectory for the years to come.

India's economic resilience shines despite challenges, with 6.5% growth projected by the IMF for 2024-25. Surpassing Japan and Germany, India aims for a \$5 trillion GDP by 2027 and \$7 trillion by 2030. The nation's journey to development by 2047 is fueled by reforms, affirmed by the RBI Governor's optimism. The Organization for Economic Co-operation and Development (OECD) projects India's growth ahead of China and Brazil, while Goldman Sachs forecasts a 6.3% GDP growth in 2024, illuminating India's global economic prominence.

The financial year 2023-24 concluded on a high note for the Indian economy, witnessing significant milestones across various sectors. Goods and services tax (GST) collections surged, with net receipts growing by 18.4% to reach Rs 1.65 trillion in March alone. April marked a historic moment as GST collections surpassed the ₹2 trillion mark for the first time since the inception of the unified tax regime seven years ago, hitting a record ₹2.10 trillion.

Additionally, Unified Payments Interface (UPI) transactions recorded a remarkable 57% increase in volumes and a 44% rise in value during FY24 compared to the previous financial year. This surge in UPI transactions signifies a rapid shift towards digital payments.

In FY24, the Indian stock market has seen remarkable growth, with the Nifty 50 index surging by 30%, the BSE Sensex by 27%, and the Bank Nifty index by nearly 18%. Over the past three months, the yellow metal has also surged by more than 15%, emerging as the top-performing asset class since the start of 2024. Analysts foresee continued momentum for gold and silver, fueled by a convergence of favorable factors. Escalating conflicts in the Middle East have heightened geopolitical uncertainties, prompting investors to seek the safety of gold.

The Indian real estate sector has too played an essential role in the country's economic growth over the years, it has witnessed huge traction not just by increasing its share in India's GDP but also by fulfilling people's dream of a home and contributing to India's growth story.

The Hon'ble chairperson of Rajasthan Real Estate Regulatory Authority, Smt. Veenu Gupta, has made commendable strides by introducing updated Rajasthan Real Estate Regulatory Authority Regulations, 2024 aimed at regulating the sector. These regulations promise increased transparency, clarity, and address previous shortcomings. It is imperative for all stakeholders in the real estate sector to adhere to these regulations to ensure favorable outcomes and maximize benefits for the public.

**उद्यमेन हि सिध्यन्ति कार्याणि न मनोरथैः!
न हि सुप्तस्य सिंहस्य प्रविशन्ति मुखे मृगाः !!**

जय हिन्द !!

Best Regards

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Date: 11/05/2024



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Disclaimer:

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PART-I

REPORTING OF CASE LAWS

MAHARASHTRA REAL ESTATE APPELLATE TRIBUNAL

APPELLANTS: 1. SACHIN TOMAR

2. SHIVAJI TOMAR

RESPONDENT: ENSAARA METROPARK LUXORA

INFRASTRUCTURE PVT. LTD.

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

DR. K. SHIVAJI, MEMBER(A)

ORDER DATE: 01.03.2024

Appellant Representative: Mr. Darshan Naik

Respondent Representative: Mr. Faiza Dhanani a/w Mr. Vikramjrt Garewal

Gist of the case: Allottee's right under the act to seek refund/claim interest for delay is unconditional & absolute regardless of unforeseen event or stay order of courts. Hence it is complete discretion of allottee and not the promoter to seek refund or otherwise.

In the case before Maharashtra Appellant Tribunal, Complainants booked flat in promoter's project and received an allotment letter from the promoter. Allotment letter stipulates that promoter shall endeavour to provide possession of the flat up to three months.

On account of delay in delivery possession of booked flat within the agreed timeline, complainants requested promoter for cancellation of the allotment letter and sought refund of the entire paid amounts together with interest. However, in the wake of failure to receive refunds despite promoter initial willingness to refund the entire paid amounts till October-November 2017, captioned complaint came to be filed by appellants/allottees before MahaRERA seeking for refund of the entire paid amounts of Rs. 5,30,331/- along with interest from the date of payments till the realisation of the entire amount besides compensations.

Hon'ble Tribunal in catena of cases has held that mere non-execution of the agreement for sale cannot be allowed to operate in favour of promoter and as such, the provisions of Section 18 can be invoked even in terms of oral or informal

agreements executed between the parties, such as booking letter/confirmation letter, letter of allotment.

The Hon'ble Bombay High Court has observed in *G. Swaminathan vs Shivram Co-operative Housing Society and Ors.* 1983(2) Bom CR 548 that registration of agreement for sale is not condition precedent to seek remedy under Section 8 of MOFA and under Section 18 of RERA.

However, the learned counsel for promoter further contended that the delay in project completion and resultant delay in delivery of possession of the booked flat was on account of the various factors beyond the control of the promoter, more particularly because, the said project is of vast area of around 287.5 acres and there has been certain revision in the development plan causing certain roads crossing the project and also requires several government approvals. These are taking time and causing delay in the project completion. Therefore, the delays are beyond the control of the promoter and not attributable to promoter.

In view of para nos. 25 and 78 of the judgement in the case of *M/s, Newtech Promoters and Developers Pvt. Ltd vs. State of Uttar Pradesh & Ors*, [2021 SCC Online 1044] dated 11th November 2021, wherein, it has been clarified that if the Promoter fails to give possession of the apartment plot or building within the time stipulated under the terms of the agreement then, Allottees right under the Act to seek refund/ claim interest for delay is unconditional & absolute, regardless of unforeseen events or stay orders of the Court/Tribunal. In view of above, it has been held that the rights of Allottee under Section 18 of the Act are unconditional and absolute, regardless of unforeseen events including due to any other reasons even factors beyond control of the Promoter and "it's up to the Allottee to proceed either under Section 1B(1) or under proviso to Section 18(1s)." Hence it is the complete discretion of the allottee and not to the promoter to seek refund or otherwise.

The case thereby revolves around the interpretation of the Maharashtra Real Estate (Regulation and Development) Act, 2016 (RERA) concerning the validity of an agreement for sale, the maintainability of an appeal, and claims for refund due to delays in possession delivery.

The Tribunal assesses the maintainability of the appeal, particularly in light of alleged consent orders. It examines the contentions raised by the promoter regarding consent expressed by complainants during the proceedings before MahaRERA. However, it

finds that the complainants did not explicitly consent to continue with the project, as evidenced by email exchanges and the absence of written consent. Consequently, it determines that the impugned order is not a consent order and proceeds to address the merits of the case.

Regarding the claim for refund due to delays in possession delivery, the Tribunal acknowledges the failure of the promoter to deliver possession within the agreed timeline. It cites relevant provisions of the Act, which stipulate that in case of such failures, allottees are entitled to seek refunds with interest. The promoter's contentions about factors beyond their control causing delays are dismissed, emphasizing the unconditional rights of allottees under the Act. Additionally, the Tribunal highlights the promoter's contractual commitment to timely completion and delivery of the project.

Based on its findings, the Tribunal allows the appeal, sets aside the impugned order, and directs the promoter to refund the paid amounts to the complainants along with interest. It also orders the refund of loan processing fees incurred by the complainants. However, it denies the claim for compensation as the complainants failed to demonstrate how they suffered losses due to the delay in possession delivery.

In conclusion, the Tribunal's decision emphasizes the stringent provisions of RERA aimed at protecting the interests of allottees and ensuring accountability on the part of promoters in real estate transactions.

PUNJAB REAL ESTATE APPELLATE TRIBUNAL

APPELLANT: M/s Vasundra Developers

RESPONDENT: Punjab Real Estate Regulatory Authority

CORAM: Hon'ble Mr. Justice (Retd.) Mahesh Grover, Chairman SH. S.K. Garg

DISTT. & Session judge (Retd.), Member (Judicial)

Order date: 22.03.2024

Appellant Representative: Mr. Ranvir Singh (CA), Advocate

Respondent representative: Mr. Prashant Rana , Advocate

Gist of case: The appellant challenged a hefty penalty imposed by the Real Estate Regulatory Authority (Authority) due to delay in condonation of filling the appeal cannot be accepted citing the appellant's awareness of the proceedings & lack of timely actions with the reasons of Covid-19 related delays, etc.

The appellant lodged an appeal against the Real Estate Regulatory Authority's (hereafter, the Authority) decision of 25.03.2021, which imposed a hefty penalty of Rs. 60,00,000/- , mandating payment within two months. This appeal was accompanied by a request for the condonation of an 857-day delay.

The appellant in his application has pleaded that the impugned order was not served on him and eventually it was upon invocation of the Right to Information Act, 2005 that information of the impugned order was obtained. **They argued that the order had never been served directly to them, and their first knowledge of it came when Revenue Officials, acting under the orders of the Deputy Commissioner, Pathankot, informed them about it.**

In contrast, the Authority rebutted, stating that the order had been dispatched to the appellant's address via registered post, only to be returned due to the office being locked. They provided evidence of multiple attempts at delivery. Additionally, the Authority asserts that information regarding the penalized projects, including the appellant's, was available on their official website, serving as sufficient notice.

Furthermore, they highlighted the appellant's failure to appear despite numerous notices and reminders, leading to ex-parte proceedings. Amidst these contentions, the Authority argues against the condonation of the extensive delay, citing the lapse of over 850 days.

The appellant shifts their argument in written submissions, attributing the delay to COVID-19-related closures, a claim the court later dismisses as an afterthought.

During the proceedings, it becomes evident that the appellant had been aware of the ongoing matters since 2018 but failed to take proactive steps. Despite numerous reminders and opportunities provided by the Authority, the appellant remained passive, ultimately leading to the imposition of the impugned order in their absence.

The court, after careful consideration, rejects the appellant's application for condonation of delay, citing precedents from the Supreme Court to support their decision. Consequently, the appeal is dismissed on grounds of limitation, thereby upholding the Authority's original order and penalty.

RAJASTHAN REAL ESTATE APPELLATE TRIBUNAL

APPELLANT: Yashoda Parihar

RESPONDENT: Ashapurna Buildcon Ltd

CORAM: Mr. Justice Veerendr Singh Siradhana (Retd.), Hon'ble Chairperson & Mr. Rajendra Kumar Vijayvargia, Hon'ble Member (Technical)

Order date: 22.03.2024

Appellant Representative: Mr. Ajit Singh, Advocate

Respondent representative: Mr. Ankit Jain, Advocate

Gist of case: Appellant appealed, seeking a full refund of her villa booking amount. The Tribunal overturned the Authority's decision, noting misleading advertisements and invalid clauses in the booking form.

The appellant, Yashoda Parihar, challenges the order dated 21st December 2021, of the Rajasthan Real Estate Regulatory Authority, seeking refund of her booking amount for a villa in the "Ashapurna Anmol" project.

The appellant booked a villa based on advertisements promising possession within 18 months. Appellant was allotted Villa no 28 at total sales consideration of Rs 25,70,000. Total amount paid to the respondent/promoter was Rs 2, 57,000.

However, upon checking the official website of RERA, she found the estimated completion date to be later than advertised by the promoter.

Disillusioned with this, appellant requested cancellation of unit and refund of amount paid along with interest thereof .The appellant received no response from the respondent-promoter, therefore filed a complaint with the Authority.

The Authority ordered a partial refund, deducting 15% as administrative charges, prompting the appellant to appeal.

The appellant argues for a full refund, citing a similar case in Maharashtra where the appellate tribunal ordered a complete refund in the case titled as Mr. Dinesh R. Humane & Anr. Vs. Primal Estate Private Limited.

The respondent contends that the appellant agreed to the terms outlined in the booking form, allowing for a deduction in case of cancellation.

The Tribunal finds discrepancies between the advertised completion date and the RERA registration, deeming the advertisement misleading.

Examining the booking form, the Tribunal notes that its terms are not final until a sale agreement is executed, thereby invalidating any binding clauses. Considering the lack of response from the respondent and the appellant's justified expectation of timely possession, the Tribunal sets aside the Authority's order.

Ordering a full refund with interest at the highest SBI MCLR + 2%, the Tribunal directs compliance within 45 days, failing which, interest increases to 12% per annum.

HARYANA REAL ESTATE APPELLATE TRIBUNAL

APPELLANT: Mukesh Yadav

RESPONDENT: HRERA, Gurugram , M/s Puri Constructions Pvt. Ltd. & M/s Diplomatic Greens Residents Welfare Associations

CORAM: Hon'ble Mr Rajan Gupta (Chairman)

Order date: 16.04.2024

Appellant Representative: Mr. Kamaljeet Dahiya (Advocate)

Respondent representative: Mr. Aashish Chopra (Senior Advocate), assisted by
Mr. Yash Pal Sharma (Advocate)

Gist of case: Registration of the project by authority with Four months' time given to developers for submitting environment clearance is justified.

An appeal was filed challenging an order passed by the Authority at Gurugram on 19.02.2024. **The order granted a four-month extension to the respondent, for submitting environment clearance, failing which penal proceedings, including freezing of accounts, would be initiated. Additionally, it mandated the submission of revalidated mining permission before the start of excavation/construction.**

Deficiencies in the registration process were noted, including the absence of annexures in the online application, the need for corrections in the online DPI, and the submission of environmental clearance and a pert chart. Further proceedings pursuant to the order were kept in abeyance.

The respondent filed a detailed affidavit, addressing the noted deficiencies and stating that objections regarding annexures, online DPI, and the pert chart were resolved. They explained that the environmental clearance was sought in time and same was likely to be granted after appointment of the Chairman of SEIAA, and that mining permission revalidation would follow after the grant of environmental clearance.

After considering arguments from both parties, the bench found no infirmity with the Authority's order.

It concluded that the order's conditions were stringent, granting an extension for compliance but imposing penalties for non-compliance. Thus, the appeal was dismissed. Questions regarding the appellant's locus standi were not addressed, as the appeal was dismissed on its merits.

TAMIL NADU REAL ESTATE APPELLATE TRIBUNAL

APPELLANTS: Mahindra Lifespace Developers Ltd.

RESPONDENT: Nalam Home Owners Association

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

Mr. R. Padmanabhan, Judicial Member

ORDER DATE: 24.04.2024

Appellant Representative: Mr. Arva Merchant

Respondent Representative: Mr. G.S. Gunaseelan

Gist of the case: In a case before the TNRERA, the respondent Association sought amenities, leading to HAHOA's inclusion. The appellant argued HAHOA's non-existence and lack of grievances. The court annulled the order, directing substantiation. The appeal was allowed, highlighting flaws in the initial decision.

The respondent Association filed a complaint with the TNRERA seeking various reliefs, including the installation of sewage treatment plants, water treatment plants, surveillance

cameras, concrete flooring for driveways, uninterrupted electricity supply through diesel generators, water pressure regulation for specific floors, removal of non-C block vehicle allocations made after RERA, and construction of a concrete compound wall as per the Construction Agreement.

In response to the complaint, the appellant/promoter filed a counter claiming that operation and maintenance were delegated to another association named "Happinest Avadi Home Owners Association" (HAHOA).

The respondent Association disputed this in their re-joinder. Subsequently, TNRERA, considering the pleadings, added HAHOA as a party to the complaint. The promoter appealed against this decision.

Ms. Arva Merchant, counsel for the appellant, argued that only the respondent Association filed the complaint, and members of the proposed Happinest Avadi Home Owners Association had no grievances against the appellant. **She contended that since the members showed no interest in filing a separate complaint, the TNRERA's decision to include the association as a party should be overturned.**

Mr. G.S. Gunaseelan, counsel for the respondent, countered Ms. Arva Merchant's argument by stating that the proposed association, Happinest Avadi Home Owners Association, does not exist. Therefore, he argued that the contention that its members have no grievances against the appellant is invalid, as the association itself has no existence, and its members had no opportunity to raise any grievances. Consequently, he urged the court to set aside the TNRERA's order. Both counsels acknowledged that the TNRERA's order to include the proposed association was flawed, though they disagreed on the reasons.

The appellant argued that since members of the proposed association did not file a separate complaint due to lack of grievances against the promoter, the order to include the association should be set aside. Conversely, the respondent's counsel contended that as the proposed association didn't exist, the order should be annulled. They both agreed that compelling a party to file a complaint against another violates established legal principles.

The appellant's counsel argued that since the proposed association remained silent and did not file a separate complaint, they should not be compelled to prosecute the complaint filed by the respondent association.

Therefore, the order to include the proposed association was deemed inappropriate and set aside. However, the appellant/promoter was directed to establish their counter contention regarding the proposed association with evidence in the original complaint. The appeal was allowed, and the connected Miscellaneous Applications were closed.

HIMACHAL PRADESH REAL ESTATE REGULATORY AUTHORITY

COMPLAINANTS: 1. DR. BALJIT SINGH SIDHU

2. SMT. GURMIT KAUR SIDHU

RESPONDENT: SH. JAGJIT SINGH AHLAWAT AND SUMAN AHLAWAT
(MANAGING PARTNER(S), M/S AHLAWAT DEVELOPERS
& PROMOTERS

CORAM: JUSTICE DR. SRIKANT BADLI AND BC BADALIA

ORDERDATE:27.03.2024

Complainant Representative: Sh. Atul Pundir Ld.

Respondent Representative: Through WebEx

Gist: Himachal RERA Grants Relief to Non-Himachali Homebuyer, Directing Builder to Refund with Interest if State Land Laws Permission is not obtained.

In the case at hand, the complainant responded to advertisements from the respondent, expressing interest in purchasing a flat in the Himachal One project at Baddi, as non-Himachalis were seemingly allowed to do so. The complainant booked Flat agreeing to a sale price of Rs. 35,00,000. Despite paying the full amount and acquiring financial assistance from HDFC Bank, the complainant hasn't received legal possession or a conveyance deed.

In response, the respondent pointed to a Possession Letter, suggesting that the complainant had satisfied themselves with the amenities and services. They argue that a subsequent agreement, superseded the earlier one, and the complainant, being a permanent resident of Canada, requested this fresh agreement to sell the property at a higher price.

The respondent raised the issue of a consumer complaint already filed by the complainant in the Consumer Disputes Redressal Commission, Solan, Himachal Pradesh, arguing against the admissibility of another complaint for similar reliefs. They claimed the complainants failed to submit necessary documents for obtaining permission under Section 118 of the H.P. Tenancy and Land Reforms Act, 1972.

The complainant retorted, stating they would have sought permission under Section 118 if the respondent had cooperated. They further argued against the respondent's claim of physical possession, asserting it as merely 'paper possession' without a completion certificate or sale deed execution.

The dispute hinges on several legal points: the obligation of the respondent to execute the sale deed under the Real Estate (Regulation and Development) Act, 2016 (RERA Act), and the effect of non-granting of permission under Section 118 of the HP Tenancy Land Reforms Act, 1972. Section 118 restricts land transfer to non-agriculturists, necessitating permission from the State Government.

The Authority found that both parties submitted documents for permission under Section 118, with no fault on either side for delays. It deemed this a fit case for granting a three-month period for permission pursuit. If permission isn't granted within this period, the complainant is entitled to a refund of the amount paid along with interest at the State Bank of India's highest marginal cost of lending rate plus two percent, per the HP Real Estate (Regulation and Development) Rules, 2017.

In conclusion, the Authority ordered the parties to pursue permission under Section 118, providing a timeline. If permission isn't granted, a refund with interest will be issued to the complainant. This decision is based on the legal framework provided by the RERA Act, 2016, and the HP Tenancy Land Reforms Act, 1972.

TELANGANA REAL ESTATE REGULATORY AUTHORITY

COMPLAINANTS: 1. DR. N. SARASWATHI (REPRESENTING MS. THOTA KIRAN MAYEE, THROUGH SPA DATED 23.11.2023)

RESPONDENT: SRI K. RAMESH

CORAM: DR.N.SATYANARAYANA, IAS (RETD.), HON'BLE CHAIRPERSON
SRI K. SRINIVASA RAO, HON'BLE MEMBER
SRI LAXMI NARAYANA JANNU, HON'BLE MEMBER

ORDER DATE:30.03.2024

Gist: The case involves a dispute over a real estate project in Hyderabad, with the Complainant, acting on behalf of her daughter, alleging various deficiencies and deviations by the Respondent Builder. The regulatory authority imposed penalties on the Respondent for registration violations and issued directives to address the Complainant's grievances and ensure project compliance with regulations.

The case at hand revolves around a dispute brought before the regulatory authority concerning a real estate project situated in Kothapet, Hyderabad. Acting on behalf of her daughter, the Complainant filed a complaint under the Real Estate (Regulation & Development) Act, 2016 (RERA), alleging various shortcomings and deviations by the Respondent Builder in the construction and delivery of a residential flat.

The Complainant narrated that she had purchased a flat in the Annapurna Apartment for a total sum of Rs. 73,00,000, inclusive of amenities and an exclusive parking space, as promised by the Respondent Builder. However, upon occupying the flat, both the Complainant and her daughter encountered several issues contrary to the assurances made.

In response, the Respondent Builder challenged the Complainant's standing, arguing that she did not meet the legal definition of an allottee under RERA. They contended that the allottee, the Complainant's daughter, had not fulfilled the requisite payment conditions as per the sale agreement, thus casting doubt on the legitimacy of the complaint. The Respondent further detailed instances of alleged interference during the construction phase, including purported illegal demands from certain individuals and subsequent legal actions taken to address these issues. Additionally, they asserted that any deviations from the approved construction plan were negligible and well within permissible limits.

The Complainant, highlighted the financial burdens incurred due to the absence of an Occupancy Certificate, which resulted in higher electricity charges and house taxes. Moreover, she raised concerns about irregularities in maintenance charges collected by an unregistered housing association, purportedly acting in favor of the Respondent Builder. The Complainant also refused the Respondent's claims regarding the legitimacy of the construction deviations and accused them of forging signatures on satisfaction letters.

Upon careful examination of the facts presented, the regulatory authority addressed several key aspects of the dispute. Firstly, they established jurisdiction under RERA, despite the plot size of the project falling slightly below the prescribed threshold.

Rejecting the Respondent's argument regarding deemed registration due to unaddressed objections, the authority upheld the validity of the Special Power of Attorney (SPA) as a legitimate means of representation, thereby recognizing the daughter as the rightful allottee.

Subsequently, the authority imposed a penalty on the Respondent Builder for violating registration requirements, citing their failure to address objections raised during the application process. In addition to addressing the Complainant's grievances, the authority issued directives aimed at ensuring compliance with legal standards and resolving outstanding issues related to the project. These directives included instructing the Respondent to clear shortfalls in their RERA registration application, obtain the necessary Occupancy Certificate, and rectify any deficiencies in the project's infrastructure within specified timeframes.

In conclusion, the regulatory authority's decision sought to uphold the rights of the allottee while holding the Respondent Builder accountable for any violations of regulatory requirements. By addressing the grievances raised by the Complainant and issuing directives for compliance, the authority aimed to ensure the fair and lawful resolution of the dispute in accordance with the provisions of RERA.

RAJASTHAN REAL ESTATE REGULATORY AUTHORITY

COMPLAINANT: Shvama Vijavvergiva

RESPONDENT: Ravi Surya Affordable Homes

CORAM: Hon'ble Smt. Veenu Gupta, Chairperson

ORDER DATE: 04.03.2024

Complainant Representative: Mr. Aviral Goyal, Advocate

Respondent Representative: None

Gist – Promoter directed to refund the deposit amount to allottee with interest due to the respondent's non-compliance.

The case concerns the project "Surya Residency" in Jaipur, registered with the Authority under Registration No. RAJ/P/2017/501. A complainant booked a three BHK flat, paying Rs. 2, 12,600/- as the booking amount against the total consideration of Rs. 23, 26,000/-.

However, no agreement was executed between the parties. The respondent sent a legal notice-cum-demand letter on 01.04.2022, warning the complainant of forfeiture of the booking amount if they did not contact the respondent's office.

The complainant replied, requesting withdrawal of the notice and provide payment schedule of balance amount and project status within seven days. Subsequently, the respondent sent a cancellation letter, citing non-payment of installments and stating the flat's cancellation, to which the complainant responded denied default in payment and requesting withdrawal of the cancellation letter.

The complainant sought a refund of the deposited amount along with interest. The complainant's counsel referenced a previous order by the Authority regarding delayed possession in similar cases. Despite submission of Form R-5 by the respondent's counsel, no reply was submitted. Consequently, the case was examined, and the complainant's arguments were heard ex parte.

Given the complainant's disinterest in taking possession and the respondent's failure to present a defence, the Authority directed the respondent-promoter to refund the complainant's deposited amount along with interest.

Interest was prescribed at the rate stipulated in the Rajasthan Real Estate (Regulation & Development) Rules, 2017, at SBI highest MCLR + 2% (10.85%) from the date of deposit till the refund date, excluding any moratorium period. The respondent was instructed to comply with the order within 45 days of its upload on the Authority's web portal and submit a compliance report within 15 days thereafter.

COMPLAINANT: Banwari Nagar

RESPONDENT: Uday Residency Pvt. Ltd.

CORAM: Hon'ble Smt. Veenu Gupta, Chairperson

ORDER DATE: 27.03.2024

Complainant Representative: In Person

Respondent Representative: Adv Aviral Goyal

Gist of Case: If refund is allowed after project is completed, no interest be allowed.

There are joint allottees, namely, Smt. Meera Kumari Dhakar and the complainant. They were allotted unit No. 330 in the project 'Uday Greens' for consideration of Rs. 7,26,500/-. The booking amount paid by the allottees have been Rs. 72,650/-. Agreement for sale without possession has been executed between the parties on 16.04.2019.

The aforesaid agreement for sale without possession states that the promoter assures to handover possession of the unit on or before October, 2020 including a grace period of six months.

The respondent sent a legal notice to the co-allottee, Smt. Meera Kumari Dhakar on 09.10.2019 asking them to deposit the due amount of Rs. 67,718/- within seven days of receiving the said notice, failing which, legal action would be initiated against them. The complainant insisted for refund of the deposited amount.

Subsequently, reply has been filed by the respondent stating that the allottees have deposited a sum of Rs. 3,34,190/-. The respondent contended that the allottees have not adhered to the payment scheduled as agreed between the parties in the agreement for sale. It was further contended that the project is a residential project (group housing), construction of which has been completed and the possession has been offered to the allottees of the said project.

Completion certificate of the project has been obtained on 27.06.2022. The respondent prayed that the complainant be directed to take possession of the allotted unit after making the balance payment as per the terms and conditions of the agreement along with the interest on delayed payment and the complaint be dismissed and set aside.

It was argued that the complainant has paid approximately 50 per cent amount till date and the allottees are defaulters. There are around 900 flats in the project, out of which only 10-20 per cent flats are unsold. 40 per cent of the flats are occupied by their allottees. The respondent is ready to handover possession to the allottees and prayed that the allottees be directed to take possession.

Looking to the insistence of the complainant for refund and the consent of the respondent promoter, the respondent promoter is directed to refund the deposited amount after deducting the administrative charges. Since the project is complete, no interest is allowed.

COMPLAINANT: Sidha Infra Projects Pvt.Ltd

RESPONDENT: Mahiraj Singh and Mudit Singh

CORAM: Hon'ble Smt. Veenu Gupta, Chairperson

ORDER DATE: 27.03.2024

Complainant Representative: Mr. Anurag Jain , Advocate

Respondent Representative: None

Gist: If Allottee fails to pay the demand as per agreement to sale, promoter is entitled to forfeit 10% of sale consideration along with other charges as per terms and condition of agreement.

The complaint is about a project called 'Siddha Happyville - Phase I' bearing registration No. RAJ/P/2021/1753. The respondents were allotted villa No. C-64 in the said project for total price of Rs. 44,29,957/- against which a sum of Rs. 8,50,028/- has been paid by the respondents.

An agreement for sale has been executed between the parties on 04.05.2022. the said agreement for sale states that the promoter assures to handover possession of the villa along with ready and complete common areas and common facilities with all specifications, amenities and facilities of the project in place on or before 31.10.2025. The complainant sought following relief:

1. The complainant seeks to forfeit 10% of the total sales consideration and other charges as per the agreement.
2. The complainant requests the cancellation of the registered agreement between the parties.
3. The complainant asks for the termination of all rights and interests of the respondents on the said unit.
4. The respondents are directed to hand over the original documents within a time limit, or they will be considered null and void.
5. The respondents are required to appear before the office of the Sub-Registrar for the cancellation of the registered agreement, or the Authority will issue directions to record such cancellation.
6. The complainant requests an order stating that the deposited GST amount with the government is not refundable. Additionally, the complainant seeks to recover brokerage paid on the unit booking, along with legal charges and expenses incurred, from the refundable amount to the respondent.

The complainant's counsel argued that the respondents were allotted villa No. C-64 in the project and signed an agreement for sale on 04.05.2022, with possession expected by 31.03.2025. Despite paying only 25% of the amount, the respondents ignored demand letters for payment.

A cancellation notice was sent on 09.08.2023, demanding payment of Rs. 8, 50,027 along with interest for delayed payment, or else the unit would be canceled.

The complainant relied on clause 9.3 of the agreement, stating that non-payment after two consecutive demands allows for interest payment, and after three months' notice, the agreement can be terminated.

As the respondents didn't respond, the Authority granted the complainant's request to cancel the agreement and forfeit 10% of the total sale consideration, along with other charges as per the agreement terms.

COMPLAINANT: Ram Pal Singh & Kanchan Lata

RESPONDENT: V.P. Space Pvt. Ltd.

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

ORDER DATE: 28.03.2024

Complainant Representative: Mr. Rohit Khalia, Advocate

Respondent Representative: Mr. Samkit Jain, Advocate

Gist of Case: Issue of compensation is to be decided by AO only. It is immaterial that complaint filed in form O or N, as no person can be deprived only on the basis of such technical aspects.

The complaint involves joint allottees seeking a refund for unit No. 330 in 'Uday Greens', with the respondent asserting partial payment and offering possession due to project completion.

The ruling resulted in a refund of the deposited amount after deducting administrative charges, without interest. The complaint was filed under Section 31 of the Real Estate (Regulation and Development) Act, 2016 (RERA Act) by Ram Pal Singh initially, later joined by Kanchan Lata.

The complainants booked flat A-401 in the respondent's project named "Grandeur" for a total sale consideration of Rs. 33,55,800/-. The agreement for sale was executed

on 20.02.2015, stipulating a possession period of 36 months from the agreement's execution, extendable by 12 months.

The payment plan was linked to construction milestones, and the complainants deposited a total of Rs. 30,86,875/-. However, since the project was not completed within the agreed timeframe, the complainants filed a complaint before the RERA Authority, seeking compensation with interest.

The respondent did not dispute the booking or payment but argued against the jurisdiction of the Hon'ble RERA Authority based on a Supreme Court judgment. The Hon'ble RERA Authority transferred the case to the AO, stating its inability to award compensation and interest. Complainants argued for compensation due to delayed possession and financial burden.

Respondent argued that this tribunal has no jurisdiction to decide the complaint having been transferred from Authority.

AO observed that it does not matter whether application was filed in Form O or N. Justice cannot be denied due to such technical grounds. Moreover, this complaint is transferred to this court from Authority. Therefore, this court cannot defy the order of Hon'ble RERA Authority nor return the file back.

After hearing contention of both the parties, Tribunal awarded compensation of Rs. 20,000 per month from March 2019 till possession, along with additional amounts for mental harassment and litigation costs.

The Tribunal directed the respondent to pay compensation for mental harassment, and litigation costs. Possession was ordered to be handed over within a month. Compliance was mandated within 45 days, with interest on delayed payments.

COMPLAINANT: Neeta Sharma

RESPONDENT: Advance India Builders and Promoters Pvt. Ltd

CORAM: Hon'ble Smt. Veenu Gupta, Chairperson

ORDER DATE: 08.04.2024

Complainant Representative: Adv Bhupendra Pareek

Respondent Representative: Adv Unnati Vijay

Gist of Case: Order cannot be rectified if it is substantive in nature.

This Authority passed an order dated 26.04.2023 directing the respondent to refund the entire amount of Rs. 19.80 lakh paid by the complainant along with interest at the rate prescribed in the Rajasthan Real Estate (Regulation & Development) Rules, 2017 at SBI highest MCLR + 2%, i.e., $7.30 + 2 = 9.30\%$ from the date of each deposit till the date the refund is made to the complainant.

The complainant filed an execution application seeking attachment of the respondent's property, bank account recovery, and respondent's arrest.

Subsequently, the respondent filed a rectification application for rectification of the aforesaid order for deduction of the amount already paid towards the assured return benefit to the complainant and the interest be also paid from 2017 onwards and not to pay interest for the prescribed moratorium period in lieu of the office order dated 13.05.2020.

The respondent's counsel argued that the assured return amount promised to the complainant was already paid, hence should be deducted from the total refund amount. They also requested the benefit of a moratorium period and adjustment of interest from 2018. As per their calculations, the remaining amount payable to the complainant was Rs. 9,98,250/-.

However, the complainant's counsel contended that rectification could only address clerical errors, not alter substantial parts of the order. They suggested that if the respondent was dissatisfied, they should have appealed the order.

Substantial part of the order cannot be rectified. Consequently, the rectification application was dismissed.

COMPLAINANT: Ruheen Regal Residents Welfare Society

RESPONDENT: Ruheen Developers and Properties LLP

CORAM: Hon'ble Smt. Veenu Gupta, Chairperson

ORDER DATE: 15.04.2024

Complainant Representative: Mr. Aviral Goyal, Advocate

Respondent Representative: CA Pushpendra Agarwal

Gist – The complainant alleges the sale of common terrace areas, unfulfilled promises of amenities like a library, and illegal parking space sales. The respondent stated that they have complied with Building bye laws. Authority observed that respondent lacked authority for terrace sales, failed to handover common areas & amenities and obtaining completion Certificate and Occupancy certificate, etc.

The case under Section 31 of the Real Estate (Regulation and Development) Act, 2016 (RERA Act) involves a complaint filed against the respondent builder by the complainant Association. The complainant contends that the respondent unlawfully sold parts of the common terrace as penthouse units, deviating from approved plans.

The complainant's demands included:

1. The fulfillment of promised obligations
2. Handover of common areas and amenities,
3. Provide details of parking
4. Provide completion certificate and occupancy certificate
5. Refund amount taken for parking.
6. Removal of unauthorized structures
7. Reimbursement of legal expenses, and liberty for further compensation adjudication.

The respondent, in their reply, asserts that the project, registered as Ruheen Regal for constructing 48 flats, commenced in February 2021 and was completed on November 5, 2022, before the proposed deadline of March 31, 2023. They emphasize the timely handover of possession to allottees, disputing any delay.

The respondent asserts compliance with Rajasthan Building Bye-Laws 2020, stating that the sale of private terrace/roof rights was permitted after approval from authorities. They divided the terrace into seven private terraces, sold individually as per approved maps and plans. The sale of four private terraces for specific flats is justified in line with regulatory requirements.

Regarding promised amenities, the respondent acknowledges initial proposals for a library and terrace garden but highlights a mutual agreement with flat owners/allottees. They decided to provide tile/stone work on the terrace floor and install air conditioning in the community hall instead. The respondent argues that common area and facilities mentioned in sale deeds do not include private terrace/roof rights.

Concerning parking allocation, compliance with Jaipur Development Authority Byelaws and approved maps is emphasized, endorsing 31 car parking and 31 two-

wheeler parking spaces, including visitor parking. The respondent requests dismissal of this contention, maintaining overall compliance with regulatory frameworks.

Authority heard contention of both the parties. The main findings are as under:

A. Common Terrace versus Private Terrace

As per the approved maps, in order to have access on common terrace floor area, a common staircase is designed and is designated/placed in the Centre of the floor plan, which shows access to all the residents/occupants of the building to the common terrace. Further, no internal staircase were seen approved for the residents of 06th floor to have and claim access to any so called claimed 'Private Terrace' for their own private use. Neither any such title as "Private Terrace" is seen on the approved maps available on the RERA web portal presently nor any details with reference to 'Private Terrace' had been furnished. Hence, it is clearly established that "Private Terraces" were never a part of the approved maps of the registered project. It is a clear violation of section 14(1) of the Act.

B. Number of Parking Space

Parking spaces has been filed in the project registration summary are as per approved maps only. Hence, no contradiction in parking spaces.

C. Handing over management of Common Areas

The respondent-promoter could not furnish any supporting documents to establish that the project was formally handed over. Therefore , violation of section 17 is there.

In view of the above, Authority ordered as below:

1. The terrace area should be treated as common area only. Structure, temporary or permanent, if any, in violation of the approved maps to be removed from the terrace.
2. The common areas and facilities to be handed over to RWA.
3. Obtain Occupancy Certificate from competent authority.
4. Penalty of Rs 5.00 lacs imposed.

COMPLAINANT: Vandana Sood

RESPONDENT: CGEWHO

CORAM: Hon'ble Smt. Veenu Gupta, Chairperson

ORDER DATE: 15.04.2024

Complainant Representative: Shri Sandeep Sood

Respondent Representative: Adv Divanshu Gupta

Gist – Act has no application to a project for which completion / occupancy certificate / handing over certificate is issued before the commencement of act.

The complaint under Section 31 of the Real Estate (Regulation and Development) Act, 2016 concerns flat No. 1005, Block-5, in Jaipur (Phase-II) Housing Scheme. The complainant, who fully paid for the flat, received possession on 09.12.2012 after a certificate on 16.10.2012. They were not informed about purchasing a parking space during booking, nor was it mentioned in the brochure. Now, they're being pressured to buy one for registering the sale deed. They seek relief from the parking fee for registering the sale deed.

In response to the complaint, the respondent detailed the timeline of events regarding the housing project, highlighting that it was launched in 2008, with the complainant being allotted a flat in July of that year. They emphasized that possession of the flat was granted to the complainant in 2012, supported by an occupancy certificate and a handing/taking over certificate duly acknowledged by the complainant. The respondent argued that since completion certificates were issued before the commencement of the Real Estate (Regulation and Development) Act, 2016, it does not apply to their project.

Furthermore, the respondent clarified that they operate on a no profit no loss basis and that the scheme was self-financed. They explained that the additional cost of parking was communicated to the complainant, as outlined in the scheme brochure, separate from the dwelling unit's cost. The respondent expressed concern over the financial deficit caused by unsold parking spaces designated for project beneficiaries and accused the complainant of continuing to use parking facilities without paying the additional fee.

Based on these arguments, the respondent requested dismissal of the complaint, asserting that the complainant should be obligated to pay for the stilt parking area, as it was not included in the common area and was clearly outlined in the scheme brochure. They urged the authorities to reject the complaint on these grounds.

The complaint was dismissed because the allottee took possession in 2012. As per section 3 of the Act read with Rule 4 of the Rajasthan Real Estate (Regulation and Development) Rules, 2017, the prayer of the complaint does not lie before the Authority.

COMPLAINANT: Raj Nandan Agrawal

RESPONDENT: Mahima Real State Pvt. Ltd.

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

ORDER DATE: 25.04.2024

Complainant Representative: Mr. Rajendra Agrawal, C.A.

Respondent Representative: Mr. Umesh Kumar Shringi, Advocate

Gist – Interest disallowed by the Authority does not mean that complainant cannot seek interest in the form of compensation.

The complainant booked flat A-403 in the project "Mahima Uday" by depositing Rs. 1.42 lacs initially, followed by additional payments totalling Rs. 9.42 lacs, exceeding 36% of the total sale consideration of Rs. 25.90 lacs. Despite no sale agreement being executed, the respondent accepted the payments and demanded more through demand letters.

The complainant contacted the promoter regarding the failure to execute a sale agreement and alleged use of inferior materials. Despite reminders, the promoter did not respond, prompting the complainant to file a complaint (No. 2019-3089) with the RERA Authority seeking cancellation of the booking and refund with interest.

Meanwhile, the promoter notified the cancellation of the booking. In its order dated 30.11.2022, the RERA Authority found the promoter had accepted an amount exceeding 10% of the sale consideration, violating Section 13 of the RERA Act. It ruled that the conditions mentioned in the booking application would not apply, directing the promoter to refund the entire amount paid by the complainant, with no interest due to the absence of a sale agreement.

The dispute involves a complainant who booked a flat with a promoter and later sought cancellation due to alleged failure to execute a sale agreement and use of substandard materials. The promoter issued a cheque for the refund, but it's unclear if the complainant received it. The complainant seeks compensation for loss of interest, litigation costs, and mental distress.

The respondent did not dispute the booking or cancellation but argued that the complainant failed to pay scheduled amounts and refused to sign the sale agreement. They claimed the cancellation grounds were baseless and that the complainant's demand for interest was denied by the RERA Authority.

The complainant's representative argued the promoter's failure to execute the sale agreement and use of inferior materials justified the cancellation. The RERA Authority ordered a refund but denied interest due to the absence of a sale agreement. The complainant sought compensation for financial loss, mental distress, and litigation costs under Section 18(3) of the RERA Act.

The respondent's counsel countered, alleging the complainant's intentional avoidance of signing the agreement and failure to pay scheduled amounts as reasons for the agreement not being executed.

The defence regarding alternative sand usage is invalid, as the promoter failed to ensure material availability. The promoter cancelled the booking during the complaint process but has not refunded the amount, causing continuous harassment to the complainant. The absence of interest allowance by the RERA Authority does not bar the complainant from seeking compensation. The complainant is entitled to compensation under Section 18(3) of the RERA Act to restore their original position.

The complainant, seeking compensation for loss of interest amounting to Rs. 6.19 lakhs and other damages, highlights that a significant sum of Rs. 9.42 lakhs remained with the promoter for over 6 years due to cancellation of booking caused by the promoter's fault.

Heard contention of both the parties.

The contention that interest was disallowed so that complainant cannot seek interest in form compensation is not convincing. It is true that interest on the deposited amount can only be granted by Hon'ble Authority, but AO has to assess the quantum of compensation considering the financial loss, physical and mental agony etc. Therefore, even loss of interest on the deposited amount is clear financial loss which can be granted in form of compensation.

Considering the complainant's financial and mental distress, they are awarded Rs. 5 lakhs as lump sum compensation, representing approximately 10% return on the deposited amount., Rs. 50,000 for physical and mental distress, and Rs. 20,000 for

litigation costs, totalling Rs. 5.70 lakhs. This amount must be paid within 45 days, failing which 9% annual interest will be charged. The order will be uploaded on the RERA website and sent to both parties, with the file consigned to records.

MAHARASHTRA REAL ESTATE REGULATORY AUTHORITY

**COMPLAINANT: 1. SACHIN SARKALE &
2. SHIVTEJ BIBVE**

**RESPONDENT: SHIVAM NAKODA BUILDCON
1. MITESH OSWAL &
2. SAGAR ANVEKAR**

**CORAM: Shri. Ajoy Mehta, Chairperson, MahaRERA &
Shri. Mahesh Pathak, Member-1, MahaRERA**

ORDER DATE: 10.04.2024

Complainant Representative: Amit Patil a/w Nilesh Borate

Respondent Representative: None

Gist of the case: The case before MahaRERA involves a dispute between retiring and incoming partners of a real estate firm over alleged breaches and unauthorized changes. Authority observed that aggrieved party is attempting to misuse forum of RERA for settling inter se disputes. Authority mentions the case as non-maintainable and hence dismissed.

In the chambers of the Maharashtra Real Estate Regulatory Authority (MahaRERA), a regulatory case of significant complexity, involving the retiring and incoming partners of Shivam Nakoda Buildcon, a registered partnership firm functioning as a Promoter/Developer under the ambit of the Real Estate Regulatory Authority Act.

Contentions raised by the Applicants, namely Sachin Sarkale and Shivtej Bibve, the retiring partners of Shivam Nakoda Buildcon, against the recently admitted partners, Mitesh Oswal and Sagar Anvekar. The crux of their plea orbits breach of terms and conditions in the deed of admission of new partners and retirement of old partners.

The case commences with the establishment of the partnership firm in 2012, initially comprising four partners. Over the passage of time, the firm underwent a series of transformations, with partners being admitted in and retired at intervals. The most recent alteration occurred on February 13, 2023, with the formal admission of the Respondents as partners. However, it is contended that the incoming partners failed to adhere to the conditions stipulated within the partnership deed.

The Applicants claimed many reliefs, leading to regulatory action against the respondents, the imposition of restraining orders to preclude them from accessing project data, obtaining loans against project assets, and engaging in any construction activities. Additionally, they mentioned the respondents' alleged failure to fulfill financial obligations towards the retiring partners, alongside unauthorized modifications in project documentation.

The submissions tendered by the Applicants proved instances of non-compliance with financial agreements and also proved unauthorized alterations in project documentation.

On the other side, one of the new partners, Sagar Anvekar, explained his side of the story and give reasons for what happened.

Further Upon perusal of the section 7 of the said Act clearly lays out the condition for revocation of the project. All these conditions relate to either a default on the behalf of the promoter or a violation on behalf of promoter for unfair practises and irregularities involving the Promoter. None of the conditions anywhere deal with dispute between partners becoming a cause for taking action of revocation of registration.

The Authority notes that there are disputes between the partners and these disputes are being used as a reason to seek the relief of putting the said Project in abeyance. The aggrieved party has completely failed to bring anything on record which satisfies the ingredients required for the Authority to proceed with revocation. This is clearly a case wherein the aggrieved party is attempting to misuse the forum of RERA for settling inter se disputes.

The Authority is not mandated to adjudicate upon the inter se disputes of partners it however carries the onerous duty of protecting the interest of the allottees. To this extent the Compliance Cell of MahaRERA shall specifically examine that the Promoter has complied with all the mandated requirements of the said Act. In case there are non-compliances the Compliance Cell of MahaRERA shall take such necessary action so as to ensure that the Promoter complies with the provisions of the said Act.

After considering everything, the case is dismissed because it's not appropriate to continue with it. No one has to pay any extra money for this decision.

BIHAR REAL ESTATE REGULATORY AUTHORITY**COMPLAINANT: Mrs. Shakuntala Sinha****RESPONDENT: M/s RSR Mansha Projects Pvt. Ltd****CORAM: Mrs. Nupur Banerjee, Member of the Authority****ORDER DATE: 02.04.2024**

Complainant Representative: Mr. Sumit Kumar

Respondent Representative: None

Gist of the case: A complaint was filed against a real estate company for incomplete amenities in a residential project. Despite prior orders, the company failed to fulfill obligations. The Bench directed completion of pending works and regulatory compliance within 60 days.

The matter pertains to the incomplete provision of amenities and facilities promised by the respondent company to the complainant and other allottees of the Shivdham Apartment project in Digha, Patna.

The complaint alleges that despite the execution of Absolute Sale Deed, the respondent failed to deliver necessary amenities such as car parking space, formation of society, proper sewerage system, among others. After issuing notices and several hearings, it was found through a RERA inquiry team that the project was incomplete and ongoing. The respondent had not obtained the necessary certificates and had left various works unfinished.

The earlier Bench had directed the respondent to complete all remaining works, facilitate the formation of a Resident Welfare Association, and register the project under RERA. Despite subsequent inspections and submissions, the project remained incomplete, prompting the current Bench to issue further directions.

The Bench noted that although certain works had been completed, many crucial aspects remained unfinished. It reiterated the earlier directives and mandated the completion of all pending works within 60 days. Furthermore, the respondent was instructed to facilitate the formation of a Resident Welfare Association and demarcate individual parking areas. They were also required to obtain Completion and Occupation Certificates and register the project under RERA. Failure to do so would result in Suo moto proceedings.

Additionally, all landowners were directed to cooperate with the promoter, and the complainant was given the liberty to pursue compensation claims through the Adjudicating Officer under the RERA Act.

In conclusion, the case was disposed of with the aforementioned directives and observations, emphasizing the importance of fulfilling promises made to allottees and complying with regulatory requirements.

PART-II**NOTIFICATION & CIRCULARS****HARYANA REAL ESTATE REGULATORY AUTHORITY****Dated: 04.03.2024**

Subject: Minutes of the Meeting with Real Estate Promoters convened on 04.03.2024 at 3.00 PM in the office of the Authority at New PWD Rest House, Civil Lines, Gurugram.

The meeting with Real Estate Promoters convened by the Authority was held on 04.03.2024 in the office of the Authority at New PWD Rest House, Civil Lines, Gurugram under the Chairmanship of Hon'ble Chairman of the Authority Sh. Arun Kumar, IAS (Retd) and in the presence of Hon'ble Member Sh. Vijay Kumar Goyal, Hon'ble Member Sh. Sanjeev Kumar Arora, Sh. Rajender Kumar, Adjudicating Officer. The Secretary, Registrar and Assistant Secretary of the Authority were also present at the meeting.

To begin with the Hon'ble Chairman extended a very warm welcome to all the promoters and emphasized that they are one of the main stakeholders in the real estate sector and therefore for development and regulation of real estate, their cooperation is utmost. The purpose of the meeting was to engage with them to understand their issues and convey some of RERA Gurugram's concerns to them. The Chairman informed the promoter that RERA, Gurugram believes in highest standards of integrity and therefore, it has zero tolerance to corruption and anyone indulging in that, shall be dealt with sternly. He further pointed out that the hallmark of RERA Act is transparency and for us working in RERA, it is a matter of faith. We believe in complete transparency and open communication with all stakeholders particularly with the promoters. The Chairman informed the promoters that such meeting, where ideas shall be exchanged, incubated and set for implementation, shall happen every 3-4 months with the promoters.

The Hon'ble Chairman also mentioned that at times the promoters find it difficult to navigate RERA's legal requirements because of certain complexities and therefore to support them RERA Gurugram will soon set up a Help Desk where trained RERA officials will help everyone in either filling a form or lodging a complaint or any of RERA filings. The Chairman further added that like Maharashtra RERA, a

reconciliation/ mediation forum is to be formed soon to reduce the case load on RERA, Gurugram and also to resolve certain cases through mutual understanding. The promoter and allottees shall be suitably represented in this forum and Member Sh. Vijay Kumar Goyal along with CREDAI/NAREDCO shall work out the formalities for the same in next one month.

The Chairman informed that RERA, Gurugram has started to take a serious look at filing of QPR's by the promoters and it is noted that about 20% of the promoters are not complying with RERA requirements as per the Real Estate (Regulation and Development) Act, 2016. As one of the demands raised by CREDAI relates to requesting that RERA should not insist on compliance of certain requirements and should deem the project completed when the Occupation Certificate is issued, the Chairman assured that RERA Gurugram will consider the request. Taking up the other demands of both the Associations, the Hon'ble Chairman said that it will be examined and appropriate action will be taken. As some of the demands were relating to the Department of Town and Country Planning for which the Chairman advised promoters to approach the concerned department. The Hon'ble Chairman pointed out that section 19 of the Act, 2016 lays down the rights and obligations of the allottees under which the allottee has certain obligation, which can be enforced by filing of complaint under section 31 of the Act, 2016.

About the execution proceedings, the Adjudicating Officer explained that already the Authority is issuing arrest warrants only in cases where arrest is the last remedy available to execute the orders of the Authority and in every case a show cause notice has been duly issued by the Authority before issuing arrest warrant.

After this, a power point presentation was done by Hon'ble Member Sh. Vijay Kumar Goyal to sensitize the promoters to the provisions of the Act. The presentation covered registration of real estate projects, extension of real estate projects, functions and duties of promoters, norms for advertisement of real estate project in newspapers and other mediums as well as penalty provisions for non-compliance and malpractices and other provisions of the act pertaining to real estate projects and promoters.

Hon'ble Member Sh. Vijay Kumar Goyal stated that the three main pillars of the Real Estate (Regulation and Development) Act, 2016 are transparency, accountability and

grievance redressal and to ensure that the Authority has been working tirelessly under the able guidance of the Hon'ble Chairman of the Authority.

Hon'ble Member Sh. Sanjeev Kumar Arora insisted upon the importance of compliances by the promoters i.e. timely submission of QPR with the authority and compliance of Section 4(2) (1) (D) of the Act.

The meeting ended with a vote of thanks to the Chair.

ODISHA REAL ESTATE REGULATORY AUTHORITY

No. 1704/ORERAORERA-REGN-DOA-13/2024

Dated: 07.03.2024

Subject: Submission of Self-Declaration at the time of registration of a real estate project.

DIRECTION

U/s 37 of REAL ESTATE (R&D) ACT, 2016

Whereas in order to ensure that homebuyers/allottees make an informed decision while purchasing apartment/plot from a particular promoter, it is felt necessary to provide to such homebuyers/allottees details of the status of earlier real estate projects taken up by such promoter in the capacity of Director/Partner/Proprietor, as the case may be, in Odisha or any other State/UT.

Whereas this matter has been carefully considered by the Authority;

Now, therefore, it is decided that while applying for registration of a real estate project, the applicant promoter/builder/developer shall upload a self-declaration in the format enclosed here with in his/their letterhead disclosing the required information.

The above order shall come into force with immediate effect

Self-Declaration at the time of registration of real estate project

- 1.Name of the promoter/builder/developer*: (* includes a proprietor/firm/company)
2. Office Address:
3. Status of real estate projects:

Sr. No.	Name of the project with addresses	RERA registration no. and year	Date of completion as per RERA Registration Certificate	Whether complete/ongoing	Any complaint/execution case pending against the project in court of RERA. If yes, quote, complaint/execution case No. & year	Any order issued against the promoter/project by RERA. Give details of CC/EC Number.	If yes to query at column No.7 give a status of compliance
1							
2							
3							

(Signature)

Date:

(Name & Designation)

Place:

GUJARAT REAL ESTATE REGULATORY AUTHORITY**No. GujRERA/Order - 90****Dated: 13.03.2024****Sub: Distribution of Complaints/Cases to be adjudicated by different Benches in Gujarat Real Estate Regulatory Authority (GujRERA)**

Reference: 1. Regulation (amended) dt. 17/03/2022,

2. Authority Order No. 80 Dt. 11/09/2023.

1. Whereas, Gujarat Real Estate Regulatory Authority vide above referred orders, has delegated its powers to Chairperson GujRERA, for effective administration of redressal

of complaints received under Section-31 of Gujarat Real Estate (Regulation & Development) Act.

2. Whereas, Gujarat Real Estate Regulatory Authority has ordered 80, dt. 11/09/2023 for different benches for adjudication of complaints.

3. Now, some modification is decided in the order 80. Therefore, the following Benches will adjudicate the complaints till further orders.

	Subject	Bench
1.	Shri M. A. Gandhi Member	All the general Complaints, Review & execution of Ahmedabad District
2.	Shri M. D. Modiya Member	All the general Complaints, Review and execution application of all Districts except Ahmedabad

4. In addition, on the request of Bench or on the bases of complexity of case or for any other specific reason, the Chairperson will decide on the variation in the allotment of Bench for a particular case or in group matters.

In view of this order, Authority Order No. 80 dated 11.09.2023 will not be in force henceforth, except for the already allocated benches for adjudication of the complaints

KERALA REAL ESTATE REGULATORY AUTHORITY

No: LSGD-IB1/298/2022-LSGD

Dated: 16.03.2024

Sub: LSGD- issue of development permit for plot development under Rule 4, 6 and layout approval under Rule 31 of KPBR, 2019 and KMBR, 2019 respectively.

Ref: 1. Letter No. K-RERA/T1/1225/2022 dated 21/11/2022.

2. Order No. 102/K-RERA/T3/2019 dated 09/11/2022.

3. Minutes of the meeting held by the Chief Secretary with K- RERA Dated 09/11/2023.

As per the Order referred 2nd above the Kerala Real Estate Regulatory Authority has issued specific directions to be followed by promoters of plot development which inter-alia includes obtaining development permit/layout approval from Local Self Government Institutions (LSGIs) concerned.

2. Development of more than 500 sq. m of land with subdivision into plots for residential, industrial, and commercial purposes with an intention to sell the units is a real estate project under Sec.2(zn) of the REAL ESTATE (REGULATION AND DEVELOPMENT) ACT, 2016 (Central Act) (hereinafter referred as RERA Act, 2016). As per Section 3 of the Act "No promoter shall advertise, market, book, sell or offer for sale, or invite persons to purchase in any manner any plot, apartment or building, as the case may be, in any real estate project or part of it, in any planning area, without registering the real estate project with the Real Estate Regulatory Authority established under this Act." Violation of this section may result in imposition of penalty upto 10% of the project cost by the Real Estate Regulatory Authority and can even lead to prosecution of the promoter leading to a punishment of 3 years of imprisonment by a competent court.

3. Vide letter referred 1st above, the Kerala Real Estate Regulatory Authority (K-RERA) has informed the Government that large number of plot development projects which are registerable with the Authority are not being registered by the promoters. The Authority further informed that such promoters are not obtaining development permit/ layout approval from the LSGIs concerned. The Authority further informed that large number of complaints are being filed in the Authority by the plot buyers/ their associations alleging non-provision of promised facilities and legally required infrastructure like roads and access provisions by the promoters. In order to register the project with K-RERA, a fundamental requirement is development permit/ layout approval from the LSGIs/ District Town Planner.

4. It has come to notice that some Secretaries of LSGIs are denying development permit to plot division in cases where the number of plots is less than 0.5 hectares or the number of plots less than 10.

5. Registration of plot development/ villa projects with K-RERA requires that the promoter shall enter into a registered agreement for sale in the prescribed format, so that interest of the buyers will be protected by the RERA Act. All the facilities offered

through the agreement for sale or through the advertisement, brochure, etc can be enforced by filing complaint before the Real Estate Regulatory Authority.

6. As per the provisions of KPBR, 2019 and KMBR, 2019, development permit is mandatory for the development of any parcel of land into plots, irrespective of area or number of plots. When the plot area exceeds 0.5 hectares or the number of plots is 10 or more, a layout approval is an additional requirement under Rule 31. Exact legal provisions for plot development /plot division are explained below.

- i. All plot developments require development permit.
- ii. If the land area exceeds 0.5 hectares layout approval from District Town Planner under Rule 31 is mandatory irrespective of number of plots.
- iii. If the number of plot exceeds 10 and is upto 20, a layout Approval as per Rule 31 from the Secretary of LSGI is required, even when the land area under development is less than 0.5 hectares.
- iv. If the land area is less than 0.5 hectares or the number of plots less than 10, the Secretary shall receive the application for Development Permit in Form Appendix-A3 and issue the same in Form Appendix B1.

7. Keeping in mind the above requirements under RERA Act and KMBR, 2019 and KPBR, 2019 Government hereby issues the following directions to the Secretaries of all LSGIs in the State.

I. It shall be the duty of the Secretary of the LSGI to implement the above said provisions of Building Rules.

II. If the Secretary of the LSGI, either on his own or through a report from any of his officers or from the public, receives information that a plot development is taking place within his jurisdiction, he/she shall issue a stop memo under Section 235 of the Kerala Panchayat Ray Act, 1994 or Section 408 of the Kerala Municipality Act, 1994 and require the developer to obtain development permit/layout approval as required under the Rules, and shall further pursue the matter.

III. All the Secretaries of LSGIs shall display a public notice attached with this this circular, at a prominent place in the office building.

IV. All the Secretaries of LSGIs shall place this circular in the meeting of the respective Councils.

V. When a development permit for plot development is issued, a copy of the permit shall be sent to the Secretary, Real Estate Regulatory Authority, for information and further necessary action by K-RERA.

UTTAR PRADESH REAL ESTATE REGULATORY AUTHORITY**No: 4496/UPRERA/Directions/2023-24****Dated: 23.03.2024****Sub: Directions for uploading the documents in correct format in the complaint form by complainants and respondents.**

In accordance with provisions of the Real Estate (Regulation and Development) Act, 2016, Rules, 2016 and Regulations, complaints with the Authority or the Adjudicating Officer can be filed online via the U.P. RERA web portal.

It has been observed that, during filing the complaint online on U.P. RERA portal, complainants and respondents are not adhering the correct document format. This oversight is leading to unnecessary delays in disposal of orders.

To expedite the case resolution, these directions are being issued to both complainants and respondents

1. The PDF documents being uploaded by both the parties in the online complaint form should be properly scanned using a scanner machine. If using a mobile device for scanning, place the document on a flat surface, use a scanner app and then upload.
2. The allowed size limit of the PDF file has been increased to 3Mb from 2Mb in complaint form on U.P. RERA portal for the convenience of the parties.
3. If the document size still exceeds the allowed limit, it can be compressed online before uploading with the complaint. Refer to the guidelines for PDF compression attached to this office order.
4. After compressing the file, open and verify it to ensure its proper functionality before uploading on the complaint form.

RAJASTHAN REAL ESTATE REGULATORY AUTHORITY**No. F1(167)RJ/RERA/QPR/2020/D-726****Dated: 29.04.2024****Sub: A new tab named "Certificate showing no lien or charge on the RERA retention Account" has been added under the existing tab of Form R3.**

As per Regulation No. 11(5)(iv) of Rajasthan RERA Regulation 2024, a new tab named "Certificate showing no lien or charge on the RERA retention Account" has been added under the existing tab of Form R3. This tab is meant for uploading a certificate of no lien or charge on the RERA retention Account while submitting the Quarterly Progress Report (QPR) of the project.

And hence, **the last date for online submission of QPRs for the quarter January to March, 2024 has been extended to 15.05.2024** instead of 30.04.2024, without payment of any delay processing charges or penalty.

In spite of the relaxation if QPR for the quarter January to March, 2024 is not submitted by 15.05.2024, it will attract penalty under Section 61 of the Real Estate (Regulation and Development) Act, 2016 for contravention of relevant provisions of the said Act and the rules and regulations made thereunder.

In addition, delay processing charges as already specified shall be attracted on delayed submission of QPR.

RAJASTHAN REAL ESTATE REGULATORY AUTHORITY

No. F.1(199)RJ/RERA/APR/2021/D-330

Dated: 30.04.2024

Sub: Submission of Annual Report on Statement of Accounts of the Project (APR)

Vide Order No. F.1(199)RJ/RERA/APR/2021/535 dated 19.03.2021, Authority issued directions for the online submission of Annual Report on Statement of Accounts of the Project (APR). Thereafter most of the promoters have submitted their APRs online, which now have been checked by the Authority and there are some deficiencies were found in the submitted APRs, which have been objected by the Authority. However, it has come to the notice of the Authority that for the rectification of pointed out deficiencies in the objected APRs, promoter need to edit the submitted APRs which required the deposition of editing fee as per the above mentioned order.

Therefore, to make the submission of APRs smoother a "Reply" tab has now been introduced, in which the promoter can reply to the raised objection of the Authority. However, for the correction in the objected APRs, promoter need to deposit the editing fee as directed in the above mentioned order related to Annual Report on Statement of Accounts of the Project (APR).

Further, if promoters fails to rectify the objection raised in the submitted APRs by 31.05.2024, the submitted APRs may be rejected without any notice and other needful actions will be taken by the Authority.

PART-III

RERA NEWS

ECONOMIC TIMES

Dated: 06.03.2024

FPCE Raises Concerns Over RERA

The Forum for People's Collective Efforts (FPCE), a prominent homebuyers' association, has raised concerns about the functioning of the Real Estate Regulatory Authority (RERA) to the Housing Ministry. FPCE highlighted issues such as operational efficiency, grievance resolution delays, and difficulties in obtaining information from developers. This action underscores FPCE's commitment to transparency and accountability in the real estate sector, advocating for the protection of homebuyers' rights.

By engaging with the Housing Ministry, FPCE aims to prompt corrective measures to enhance RERA's effectiveness and ensure a transparent real estate ecosystem. This initiative aligns with the broader goal of promoting ease of doing business and strengthening the regulatory framework in the real estate sector, contributing to a resilient and consumer-friendly market. Additionally, FPCE's proactive engagement emphasizes the importance of continuous dialogue between stakeholders for identifying areas of improvement and implementing reforms that benefit homebuyers and the sector as a whole.

MONEY CONTROL

Dated: 07.03.2024

MahaRERA to start grading real estate projects from April

From April 2024, the Maharashtra Real Estate Regulatory Authority (MahaRERA) will start grading projects to help homebuyers make informed decisions.

Majority of the projects that will be graded are expected to be from the Mumbai real estate market, followed by Pune and Nagpur. MahaRERA had last September announced its plans to grade real estate projects in the state.

"We are under the process of starting to grade projects, and the same is expected to start from April 2024. The exact date of making the grading is not finalized yet, but we are rolling it out next month," Mehta said.

According to MahaRERA, the grading matrix will be updated every six months of the financial year. The first grading period will be from October 1, 2023 to March 31, 2024. The grading will be published in April end as the due date for uploading the Q4 quarterly progress report (QPR) ends on April 20, 2024. The MahaRERA has broadly chosen four parameters based on information uploaded by developers. These are technical, financial and legal details, and project overview. Information about these parameters will be displayed to homebuyers to help them take a decision.

TELANGANA TODAY

Dated: 07.03.2024

RERA's Advice: Opt for GHMC, DTCP, HMDA approved plots

The Real Estate Regulatory Authority (RERA) appealed to prospective buyers to purchase residential or commercial plots in layouts that have been approved by GHMC, DTCP and HMDA and registered with RERA.

In a statement issued here on Thursday, RERA officials said only Bhuvi / Vasavi Buildox project at Gundlapochamapally (survey no 509) was registered with PO 2200007044 number. The Buildox projects at other locations were not registered and lack any RERA approvals and prospective buyers are urged to exercise caution before purchasing any assets in such projects, the officials said.

ZEE BUSINESS

Dated: 09.03.2024

RERA slaps Rs 50 lakh fine on realtor for launching project without registration

The Real Estate Regulatory Authority (RERA) has fined Coral Realtors Pvt Ltd, a Gurugram-based realtor, Rs 50 lakh for not registering its ongoing project, the Metro World Mall at Sector 56, with the authority. The penalty was imposed due to the realtor's advertising and creation of third-party rights in the project prior to its registration, violating Section 3 of the RERA Act, 2016. This section mandates the registration of real estate projects before engaging in activities such as advertising, selling, or offering for sale. The registration certificate will be issued only after the

payment of the penalty. The promoter applied for registration only after RERA initiated a proceeding in response to the violation.

MONEY CONTROL

Dated: 12.03.2024

Banks must verify builder RERA compliance for withdrawals: Department of Financial Services

The Department of Financial Services (DFS) has directed all public sector banks to ensure compliance with Real Estate Regulatory Authority (RERA) norms regarding the withdrawal of funds from escrow accounts meant for construction projects.

This move follows a recommendation by the Haryana Real Estate Regulatory Authority (HARERA) to ensure adherence to RERA regulations. According to RERA norms, developers must deposit 70% of funds collected from homebuyers into escrow accounts, with withdrawals allowed only after obtaining certificates from relevant professionals.

The DFS highlighted instances where promoters withdrew funds without complying with RERA provisions, leading to project delays and inconvenience for homebuyers. Chairman H-RERA urged the Ministry of Housing and Urban Affairs (MoHUA) to intervene, emphasizing the need for banks to adhere strictly to RERA regulations to prevent misuse of funds and ensure project completion.

ECONOMIC TIMES

Dated: 13.03.2024

UP RERA asks promoters to provide QR code with project details to homebuyers

The Uttar Pradesh Real Estate Regulatory Authority (UP RERA) has instructed promoters to provide project registration certificates embedded with QR codes to both existing and potential homebuyers. This directive follows the recent redesigning of registration certificates, which are now digitally signed by the secretary and include a QR code.

The QR code contains essential project details and registration conditions, allowing homebuyers to scan it with their mobile phones to access information such as land details, approvals, and progress reports on the authority's web portal. UP RERA

Chairman Sanjay R Bhoosreddy stated that the initiative aims to enhance transparency and empower homebuyers, urging promoters to display the QR code prominently at project marketing offices and incorporate it into promotional materials.

FINANCIAL EXPRESS

Dated: 15.03.2024

UP RERA's game-changer directives revolutionize real estate efficiency and transparency

The recent directives issued by UP RERA are game-changers, particularly in enhancing the clarity and fairness of transactions, redefining the relationship between developers, agents, and homebuyers.

The impact of this mandate is two-fold. Firstly, it enhances consumer protection by equipping agents with comprehensive understanding of real estate laws, regulations, and ethical practices. This will help prevent fraudulent activities and misleading information, thereby fostering trust between agents and clients. Secondly, it promotes industry credibility and transparency, as certified agents are perceived as more reliable and competent professionals.

UP RERA's recent directives mark a significant shift in the real estate paradigm, emphasizing transparency, fairness, and efficiency. Developers and agents are now required to deliver documents related to project registration, extension, and editing directly to the UP RERA headquarters in Lucknow. This shift from sending documents to the regional office in Greater Noida aims to streamline procedures and mitigate delays.

MONEY CONTROL

Dated: 15.03.2024

Real estate companies donate Rs 920 crore to political parties via electoral bonds

DLF, a prominent player in the real estate sector, emerged as the top donor with a contribution of Rs 180 crore, including donations from subsidiaries such as DLF Commercial Developers Ltd, DLF Luxury Homes Ltd, and DLF Garden City Indore Pvt Ltd.

The Bharatiya Janata Party was by far the biggest beneficiary of the electoral bonds scheme, receiving Rs 6,061 crore as political donations in the last five years, data showed.

Other notable contributors include Prestige Group from Bengaluru, which donated around Rs 45 crore, followed by Mumbai-headquartered K Raheja Corp Private Ltd with Rs 21 crore, and Rustomjee group with Rs 5 crore. Anbee Constructions LLP, associated with Mindspace Business Parks Real Estate Investment Trust, contributed Rs 4.5 crore.

ECONOMIC TIMES

Dated: 16.03.2024

Need matured, developed real estate sector: Housing and Urban Affairs Minister Hardeep Singh Puri

Housing and Urban Affairs Minister Hardeep Singh Puri emphasized the necessity of a highly matured and developed real estate sector, projecting an estimated market size of USD 1 trillion by 2030 to achieve the vision of a developed India by 2047.

He highlighted the transformative impact of the Real Estate Regulatory Authority (RERA) and the establishment of Real Estate Investment Trusts (REITs) in attracting investments into the sector. Puri underscored the significance of RERA, noting its role in regulating over 1.2 lakh real estate projects and agents, with more than 1.2 lakh consumer complaints disposed of by regulatory authorities.

He also emphasized the sector's contribution to the economy, estimating that it will contribute 15% to the GDP and serve as the second-largest employer in the country with market linkages across 250 sectors.

MONEY CONTROL

Dated: 22.03.2024

UPRERA makes it mandatory for developers to prove ownership of project land

The Uttar Pradesh Real Estate Regulatory Authority (UPRERA) has mandated promoters to demonstrate legal ownership of project land when registering projects with the authority. If the land belongs to someone other than the promoter, written consent and a registered Joint Development Agreement (JDA) with the landowner are

required. These measures aim to ensure that promoters can legally transfer titles to allottees and prevent obstacles in project registration due to lack of land ownership or consent. Promoters must also submit an affidavit confirming the absence of encumbrances on the project land. UPRERA Chairman Sanjay Bhoosreddy emphasized that these directives protect consumer rights and streamline the registration process by facilitating the conveyance deed without legal hindrances.

ECONOMIC TIMES

Dated: 01.04.2024

NCLAT rejects homebuyers' plea for insolvency against Ansal Hi-tech Township

The National Company Law Appellate Tribunal (NCLAT) rejected a plea for insolvency proceedings against Ansal Hi-tech Township Ltd filed by homebuyers of a project in Greater Noida. The NCLAT upheld the order of the National Company Law Tribunal (NCLT) which had dismissed the plea in January 2023, stating that the homebuyers did not fulfill the required criteria for filing an insolvency case.

The homebuyers argued that their agreement with the developer encompassed the entire 'Sushant Megapolis' project, signed before the implementation of RERA. However, NCLAT ruled that under RERA, each phase of a project is considered standalone, requiring separate registration. Ansal Hi-tech Township has multiple projects with separate RERA registrations, and the homebuyers failed to meet the threshold criteria for filing jointly under the Insolvency & Bankruptcy Code. Therefore, NCLAT deemed the plea not maintainable in the eyes of the law.

TIMES OF INDIA

Dated: 09.04.2024

Rera orders ground checks as realtors fail to file reports

The Haryana Real Estate Regulatory Authority (H-Rera) is taking action against developers of around 100 housing projects who have failed to submit quarterly reports on construction status. The authority, through its police wing, is conducting fact checks and plans to cleanse its database based on ground reports. Many projects are behind schedule, prompting the regulator to inspect 14 residential and commercial projects to assess the situation. H-Rera chief Arun Kumar initiated this action against non-compliant builders, warning of strict consequences for violations. Quarterly progress reports are mandatory under the Rera Act 2016, providing crucial project status

updates. Non-compliant builders face penalties, including seizure of Rera accounts and property confiscation. Kumar personally inspected stalled projects to assure allottees of action against delinquent developers.

BUSINESS STANDARD

Dated: 17.04.2024

BJP's 2024 Manifesto: Vow to build 30 mn new homes, strengthen Rera Act

The Bharatiya Janata Party (BJP) has unveiled its 2024 Lok Sabha election manifesto, vowing to construct 30 million new houses and strengthen the Real Estate (Regulation and Development) Act, 2016 (Rera). Prime Minister Narendra Modi emphasized that the manifesto reflects India's collective aspirations and goals, with a guarantee to fulfill every promise made.

The manifesto highlights the successful provision of housing to over 40 million families under the Pradhan Mantri Awas Yojana, promising to expand this initiative and prioritize housing for divyangs (differently-abled). Additionally, it pledges free electricity to poor households and aims to encourage mixed-use and transit-oriented development near metro cities.

The Maharashtra unit of Naredco acknowledges the commitment to building new homes as a significant step towards addressing the housing deficit, emphasizing the need for careful planning and efficient execution. Tridhaatu Realty & Infra and Prescon also commend the initiative for its potential to improve living standards and create employment opportunities, stressing the importance of affordability, accessibility, and quality in housing projects.



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