



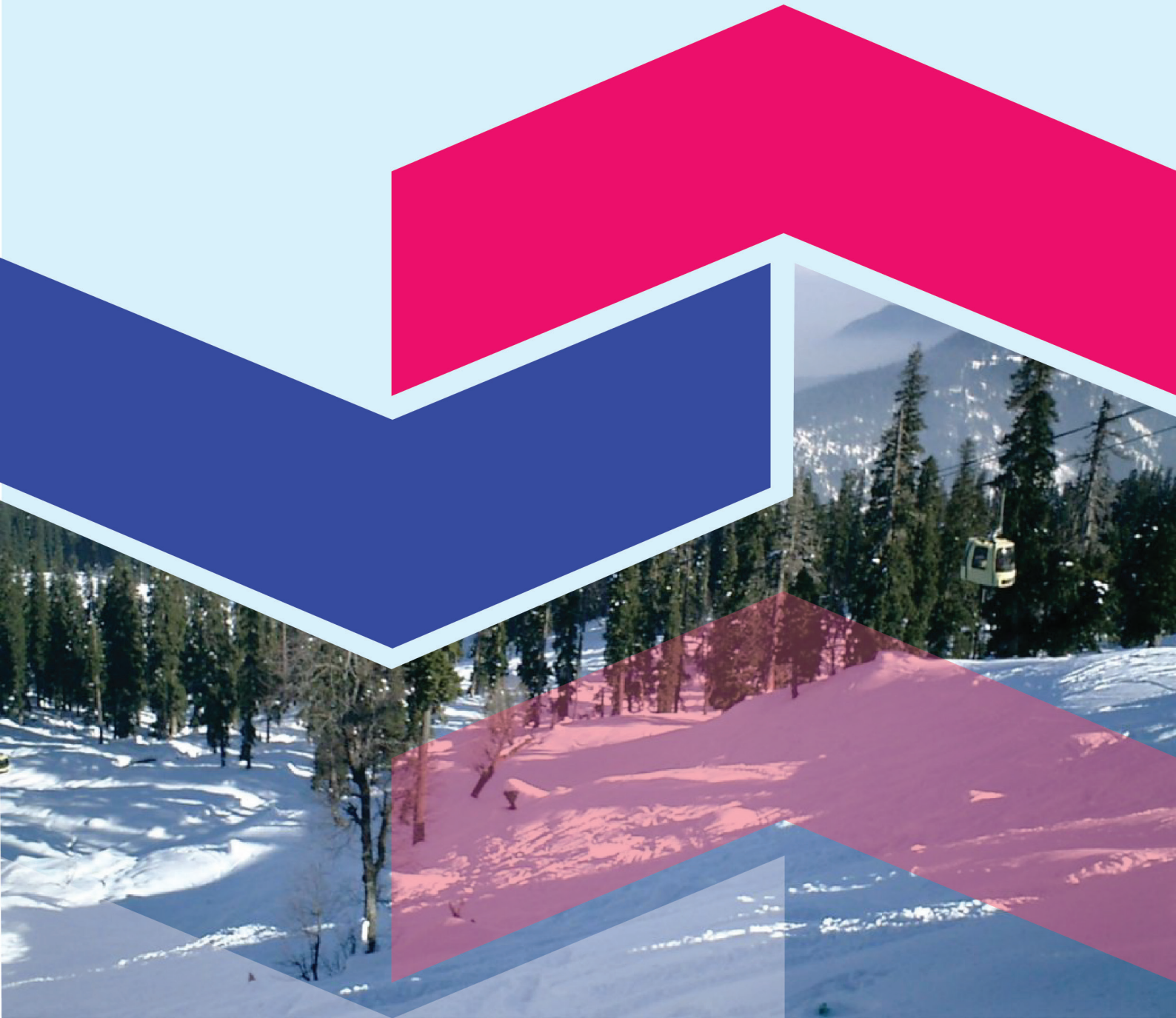
All India Forum of
Real Estate Regulatory Authorities

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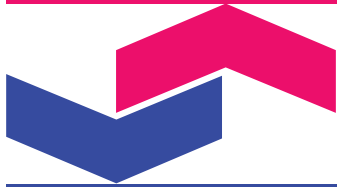






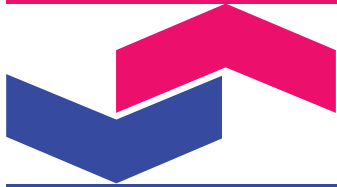
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Message from Shri Anand Kumar, Chairman, AIFORERA



Dear Readers,

It is with great pleasure that I present the third issue of our E-Journal. This publication represents our shared commitment to building a platform for informed dialogue, knowledge exchange, and a deeper understanding of the real estate regulatory ecosystem.

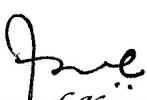
This edition brings together the latest judgments from the Hon'ble Supreme Court, High Courts, and various Real Estate Regulatory Authorities. The inclusion of a dedicated section on recent case law enhances the relevance of the Journal, providing officers and staff of RERAs with a single, consolidated source of key legal developments.

Beyond legal updates, each issue highlights evolving challenges, emerging opportunities, and innovative practices across the sector. It is encouraging to note how Authorities are increasingly engaging in consumer education through media campaigns. This issue showcases such initiatives from Gujarat and Rajasthan, along with a noteworthy innovation by Bihar RERA—Imagery Based Inspections (BR-IBI), a technology-driven tool designed to strengthen compliance under RERA.

The section on recent developments also features the detailed press release issued by the Ministry regarding GST concessions for the housing sector, further enriching the scope of this edition.

I sincerely thank all contributors for their continued support. Your active involvement remains the driving force behind this initiative. With your encouragement, we aspire to make this E-Journal a valuable repository of thought leadership and a trusted reference for the sector.

I hope you find this issue both informative and inspiring.

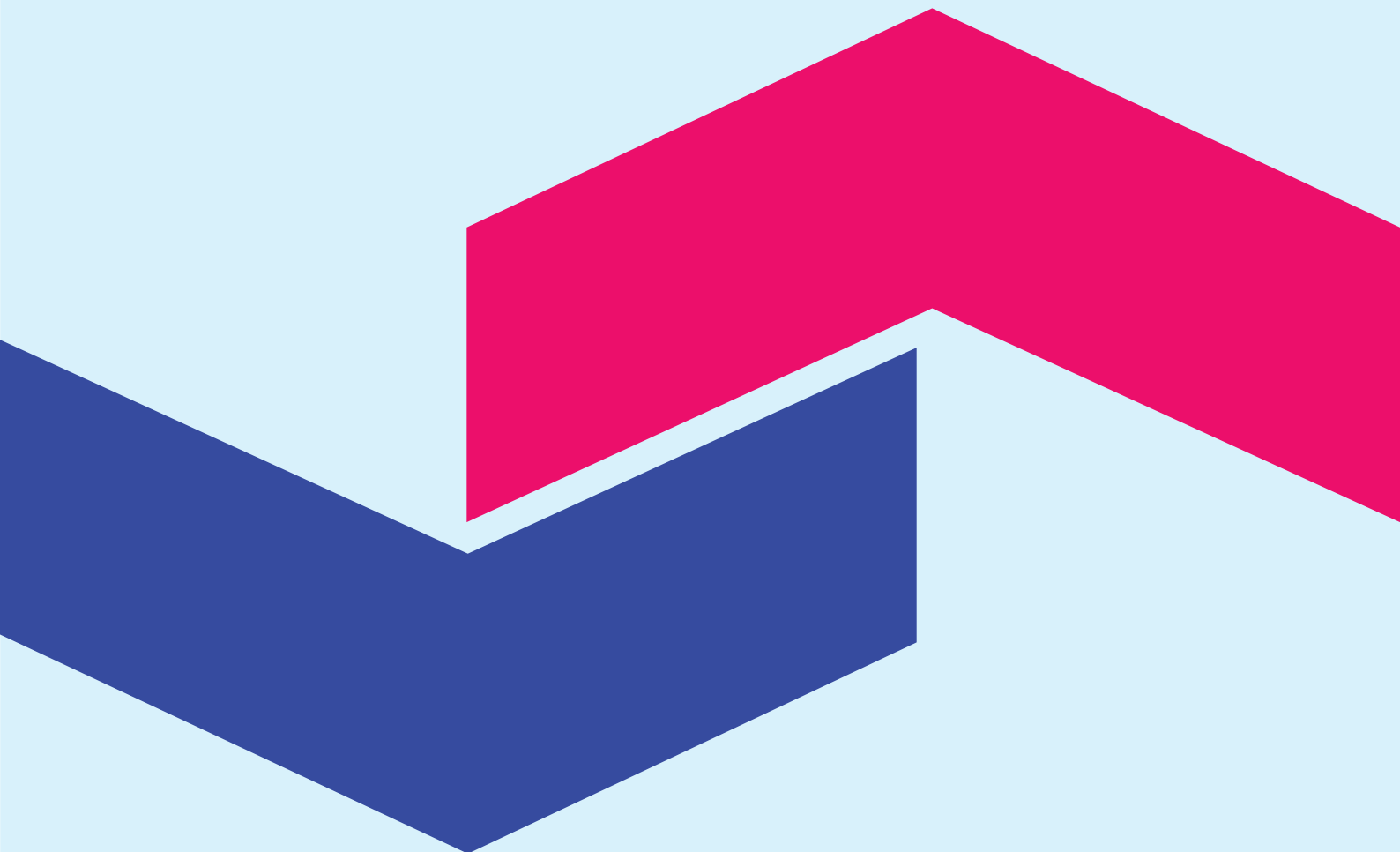

(Anand Kumar)
Chairperson, AIFORERA

10.09.2025



A

**LATEST JUDGMENTS OF HON'BLE
SUPREME COURT AND HIGH COURTS**



1. CITATION 1



Supreme Court Reaffirms Mandatory Four-Month Registration Rule for Property Transactions; Strikes Down 24-Year Delayed Property Registration Attempt

Parties: Mahnoor Fatima Imran & Ors. vs. M/s Visweswara Infrastructure Pvt. Ltd. & Ors. Decided on 16-04-2025.

Link: <https://indiankanoon.org/doc/138788712/>

1.1 Overview

In a landmark decision that reshapes the legal contours of property transactions in India, the Supreme Court has held that sale deeds must be registered within four months of execution, as prescribed under the Registration Act, 1908. Any failure to do so renders such deeds legally invalid, and no subsequent attempts at validation, however well-intentioned, can cure this defect.

The dispute centered around approximately 53 acres of land on the outskirts of Hyderabad, where the State sought to validate an unregistered sale agreement 24 years after its execution. The Court firmly rejected this move, setting a precedent of national significance. It reinforced the doctrine that title to immovable property cannot be transferred through an unregistered sale agreement, and such documents afford no protection against dispossession.

This ruling carries sweeping implications for property developers, buyers, and legal practitioners, as it underscores the non-negotiable nature of timely registration and bars retrospective validation that contravenes statutory mandates.

1.2 Key Legal Issues

Issue 1: Statutory Time Limit

Can a sale agreement be validly registered beyond the time limits prescribed under Sections 23 and 24 of the Registration Act, 1908?

Issue 2: Retrospective Validation

Do State authorities have the power to retrospectively validate unregistered sale agreements, especially after a long lapse of time?

Issue 3: Title and Possession

Does an unregistered sale agreement confer valid title to immovable property or provide legal protection against dispossession?

Issue 4: Allegations of Fraud

How should courts treat discrepancies between the originally executed document and the one produced later in court?

Other areas: The case also touched on important constitutional principles, including the separation of powers and limits of executive authority, questioning whether retrospective validations by the State violate the rule of law and foster arbitrariness.

1.3 Observations of the Court

1.3.1 The Four-Month Rule: A Sacrosanct Statutory Framework

The Supreme Court emphasized that the four-month period for registration under the Registration Act is a mandatory statutory requirement, not a procedural formality. This time frame is designed to:

1. **Ensure Certainty:** Promote finality and legal clarity in property transactions.
2. **Prevent Fraud:** Deter the misuse of stale or fabricated documents.
3. **Maintain Administrative Efficiency:** Avoid overburdening registration offices with outdated claims.
4. **Support Public Policy:** Facilitate prompt dispute resolution and orderly record-keeping.

1.3.2 Retrospective Validation: Constitutional and Statutory Limits

The Court categorically rejected the doctrine of retrospective validation in property matters where it conflicts with express statutory provisions, noting:

1. **Constitutional Boundaries:** Government action must conform to statutory and constitutional limits.
2. **Procedural Safeguards:** Any attempt at validation must follow due process and avoid arbitrariness.
3. **Substantive Legitimacy:** Retrospective validation cannot be used to bypass essential statutory requirements or create unequal treatment among similarly placed individuals.

1.4 Judicial Reasoning and Final Holding

(a) Mandatory Compliance, Not Discretionary Compliance

The Court ruled that the provisions of the Registration Act regarding time-bound registration are mandatory, not directory. Hence, non-compliance results in legal nullity, and such documents cannot form the basis of valid title or legal possession.

(b) Fraudulent Documents and Material Discrepancies

The Court scrutinized the documents presented and noted significant differences between the purported original and the version submitted as evidence. It remarked:

“The validation of the sale agreement, which clearly is shown to be not one executed by the declarants, because of it materially differing from that produced as Annexure P-33... smacks of fraud.”

This reinforces the Court’s intolerance towards attempts to manipulate property records through forged or altered documents.

(c) Public Policy and Rule of Law

Permitting retrospective validation decades after execution would, in the Court’s view, undermine the integrity of the registration system. It would:

1. **Create Perverse Incentives:** Encourage parties to ignore statutory mandates with the hope of post facto validation.
2. **Weaken Legal Certainty:** Erode trust in land records and property transactions.
3. **Violate Rule of Law:** Lead to arbitrary outcomes contrary to constitutional principles.



The Supreme Court's judgment in this case affirms the inviolability of statutory timelines in property registration and serves as a stern warning against administrative or litigative attempts to circumvent these provisions. The ruling is likely to have a lasting impact on how real estate transactions are structured, recorded, and litigated in India.

2. CITATION 2



MOFA Conveyance Rights Override MRTD Development Timelines: Bombay High Court Clarifies Jurisdictional Boundaries

Parties: Flagship Infrastructure Ltd. Through ... vs The Competent Authority Dist. Dy. Reg. Cooperative Societies. High Court of Bombay, Decided on 15 April, 2025.

Link: Indian Kanoon - <http://indiankanoon.org/doc/115576888/>

2.1 Issue

Whether a notification issued under Section 20(4) of the Maharashtra Regional and Town Planning Act, 1966 (MRTP Act), granting a developer ten years' time for completing a development project, can override the statutory obligation cast upon the developer under the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 (MOFA) and Rule 9 of the MOFA Rules, 1964, to execute a conveyance of title in favor of a cooperative housing society within four months of its formation. Court decided to examine the scheme and purpose of the two statutes and decide which must prevail in the event of an apparent conflict.

2.2 About the Case

A). Brief Facts of the Case

1. The petitioners were the original developers and owners of the property in question and had undertaken the development of a township project known as Blue Ridge, after securing requisite permissions under the provisions of the Maharashtra Regional and Town Planning Act, 1966.
2. The construction was to be carried out in a phased manner as per the sanctioned plans.
3. The dispute giving rise to the proceedings was confined only to Towers 1 to 8 within the said township project.
4. Respondent No.2-Society was registered on 12th September 2011.
5. According to respondent No.2, the Society comprises eight buildings consisting of 811 flats, 12 shops, and common amenities, spread over the land forming part of the Blue Ridge Township.
6. Respondent No.2 alleged that despite repeated requests, the petitioners failed to convey the land and constructed premises to the Society, as required by law.

B). Statutory Framework and Conflict

1. While MRTP Act and MOFA are two different laws made for two very different purposes, MRTP Act deals with how land is used, how cities are developed, and how big projects should be planned and carried out from the State's and public's point of view.
2. It looks at the larger interest where roads, parks, hospitals, and schools should come, and how construction should happen according to development plans.
3. MOFA, on the other hand, is about the rights of flat purchasers. It focuses on making sure that promoters deal fairly with people who buy flats that they give all necessary information, that the building is constructed as promised, and that the ownership of the flat (and land) is properly and timely transferred to the buyers' society.

C). Key Legal Distinction:

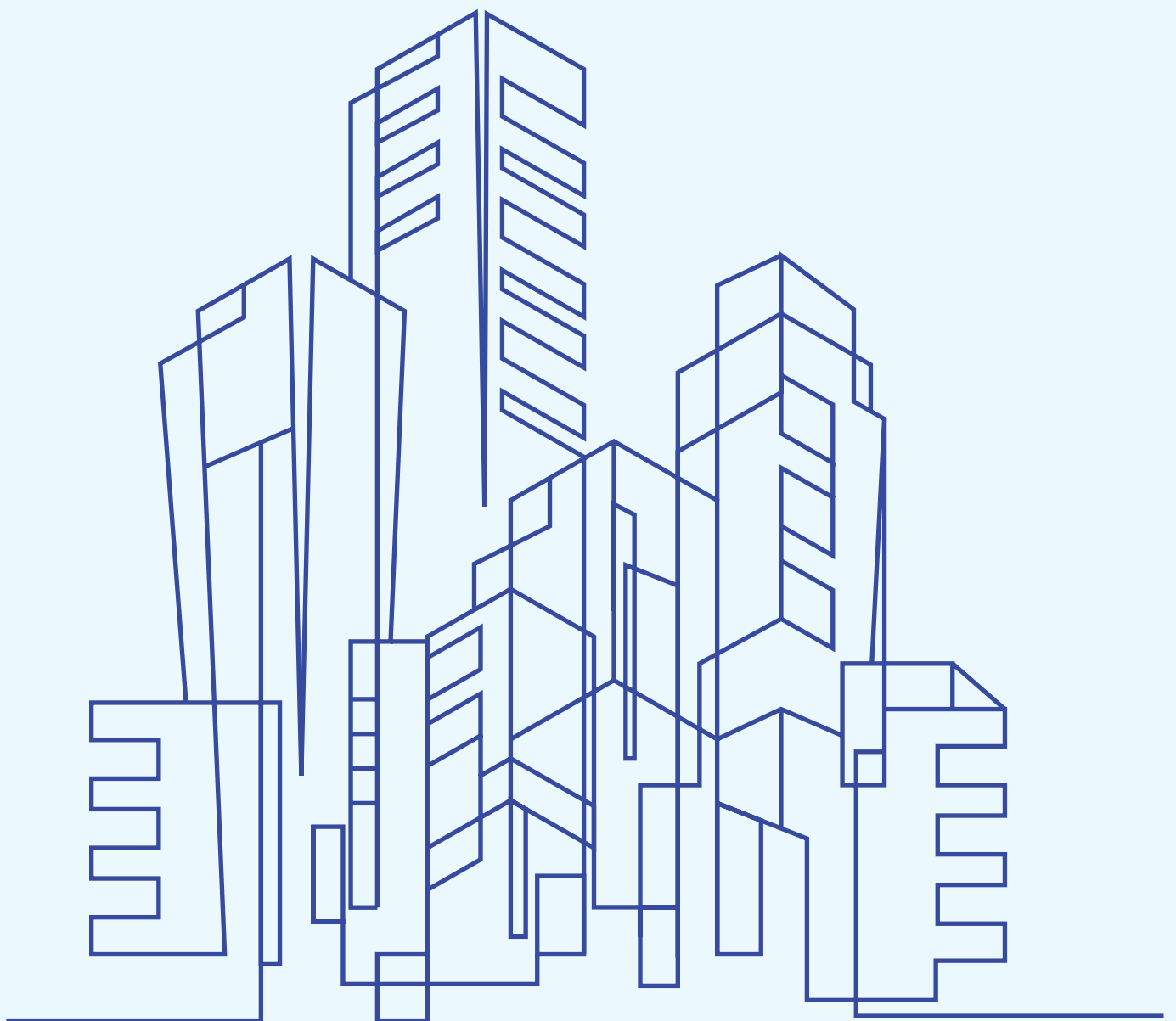
1. Thus, while the MRTP Act speaks about planning of the city, the MOFA speaks about protecting the home buyers.
2. This difference is very important.
3. Even if the promoter has permission under the MRTP Act to take ten years to complete the entire township, that does not mean he can hold on to the ownership of flats or land for so many years and refuse to transfer ownership to the flat buyers who have already paid the full amount and moved into their homes.

2.3 The Court Held That

It is a well-settled rule in law known as *generalia specialibus non derogant*. It simply means that when two laws apply, and one law is general and the other law is special, the special law will override the general law, especially when the special law is made to protect a particular class of people. Once the Competent Authority, upon due examination, concluded that it lacked jurisdiction to adjudicate upon disputes or rights pertaining to the increased FSI particularly in the light of notification under section 20(4) of MRTP Act, it was not open for the Competent Authority to thereafter, in the operative portion of the order, grant any relief to respondent No.2-society in relation to such increased FSI. It is well-settled that a statutory authority must act strictly within the bounds of its jurisdiction. If the Competent Authority in the peculiar facts of this case held that it had no power to decide upon rights concerning additional FSI, any directions issued in that regard in the operative part of the order would clearly be beyond the scope of its authority and would be legally unsustainable.

The consistent judicial refrain, as articulated in *Shimmering Heights CHSL & Ors. v. State of Maharashtra* (Writ Petition No. 3129 of 2016, decided on 6th April 2016), *Zainul Abedin Yusufali Massawala & Ors. v. Competent Authority* (reported in (2016) SCC OnLine Bom. 6028), *P.R. Enterprises & Ors. v. the Competent Authority* (Writ Petition No. 11251 of 2016, decided on 27th November 2018), and *Mehboob Ali Humza & Ors. v. District Sub-Registrar (3), Mumbai & Ors.* (Writ Petition No. 3129 of 2016, decided on 24th June 2016), is that writ proceedings under Article 226 of the Constitution of India are inherently ill-suited for resolving disputes involving competing claims to title, ownership, or proprietary development rights. The jurisdiction of the Competent Authority under Section 11 of the MOFA Act is narrowly circumscribed to operationalizing and effectuating the statutory and contractual duty to execute conveyance in favor of flat purchasers or their legal entity in accordance with the sanctioned plan and the terms recorded in the registered agreements.

It was also held that the Competent Authority is not empowered to adjudicate intricate questions of title, ownership disputes, or competing development rights that require examination of complex evidence or third-party rights. These disputes necessarily fall within the exclusive domain of the civil courts, where full-fledged trial, examination, and cross-examination of evidence can take place. Therefore, any grievance raised by the petitioners alleging that the Respondent-society's claim exceeds its lawful entitlement must be agitated by way of a substantive civil suit.



3. CITATION 3



Bombay High Court Upholds Arbitral Mandate for Revenue Disclosure in Real Estate Development Dispute

Parties: Shree Naman Developers Private Limited vs Premier Textile Processors. COMMERCIAL ARBITRATION PETITION (L) NO. 16197 OF 2025. Bombay High Court decided on 4 July 2025.

Link: 2025: BHC-OS:10569.

3.1 Brief Background

In this matter, a development agreement was executed between Premier and Naman, initially allocating 45% of the constructed area to Premier and 55% to Naman. The parties later renegotiated the terms, resulting in a Supplemental DA that adjusted Premier's entitlement to 45% of the net sales revenues from the project, after deducting agreed expenses such as advertising and brokerage fees. The project involved the construction of six towers, with five towers completed and four having received an Occupation Certificate (OC). The fifth tower is finished and awaiting OC, indicating that the project is substantially complete. Naman contended that Premier is not entitled to any payments until all six towers are fully completed. Also, 250 flats have been sold, and revenues from these sales have been realized, yet Premier being the owner of the land had not received any payments beyond the initial amount paid at the time of the Development Agreement.

The Learned Arbitral Tribunal addressed the issues raised by both parties and mandated that Naman provide a bank guarantee or fixed deposit of Rs.93.54 crores unconditionally, along with additional directives to make disclosure pertaining to revenue. The Court upheld the direction given by the Learned Arbitral Tribunal for Naman to disclose revenue information generated for the period mentioned. It is stated that despite being the landowner entitled to 45% of the net sales revenues, Premier has not received any information from Naman regarding its entitlements. As a result, the Court found no basis to interfere with the directions mandating disclosure of information.

3.2 Court Observations

The Court noted that the explanation provided by Naman before the Learned Arbitral Tribunal regarding the non-payment to Premier is that:

1. Under law governing redevelopment administered by the Maharashtra Real Estate Regulatory Authority ("RERA") cash flows from the project have to be maintained in the designated escrow accounts, and therefore nothing could be paid to Premier;
2. Loan agreements executed with two lenders required usage of such cash flows for servicing the debt obligations incurred on the project. Therefore, the only debits from the cash flows captured in escrow that were permitted were for paying the lenders towards debt servicing obligations; and

3. Nothing is payable to Premier until the completion of the entire project.

3.3 Decision of the Court

Regulatory requirement to maintain cash flows in an escrow account as per RERA would not mean that the inter se contractual obligations between parties would, by implication, stand excused. The Court held that the Learned Arbitral Tribunal had carefully examined the agreed-upon handling of revenues between the parties involved. It was held that compliance with escrow arrangements mandated by regulatory requirements under RERA does not absolve Naman of its contractual obligations to Premier. It is stated that following the execution of the Supplemental Development Agreement, both parties are recognized as co-developers. The Tribunal clarifies that the necessity to maintain cash flows in an escrow account does not imply that the contractual responsibilities between Naman and Premier are excused.

Further, the Court held that the RERA regulatory requirement mandates that cash flows from a project be maintained in an escrow account to ensure that revenues are used for fulfilling project obligations. It is stated that the net sale revenue generated is to be shared between Naman and Premier, and compliance with RERA does not prohibit the distribution of these revenues' owners of shares in the revenues from a project.



4. CITATION 4



Karnataka High Court Clarifies Google India's Non-Liability in Defamation Suit as Distinct Entity

Parties: Google India Pvt. Ltd. v. Nayana Krishna Writ
Petition No. 22125/2019. Decided on 9 July 2025

Link: <https://www.sconline.com/blog/post/2025/07/28/karnataka-high-court-google-india-distinct-legal-entity-than-google-llc-youtube/>

4.1 Case Background

The original defamation suit was filed in 2017 by the plaintiff seeking a permanent injunction against 21 defendants, including Google India Pvt. Ltd., for allegedly posting defamatory content damaging her reputation. Google India denied any role in posting or hosting the alleged material and filed an application under Order I Rule 10(2) CPC seeking removal as a defendant, which was initially rejected by the trial court in February 2019.

4.2 Issues Considered by Karnataka HC

1. Whether Google India was a necessary or proper party to the suit given the absence of specific allegations against it.
2. Whether the plaint met the mandatory requirement of detailing specific defamatory content, its context, and who published it—especially critical in digital defamation claims.

4.3 Key Legal Findings

1. The Court emphasized that Google India is a separate legal entity registered under Indian law. It is a wholly owned subsidiary of Google LLC (U.S.), with no control over platforms like Google Search or YouTube, which are owned by Google LLC. The pleadings in the plaint did not specify any defamatory material allegedly posted or hosted by Google India.
2. Accordingly, Google India cannot be held liable for actions of Google LLC or YouTube, since no operational link or involvement was established.

4.4 Final Decision

1. On July 9, 2025, Karnataka High Court allowed Google India's writ petition and set aside the trial court's 2019 order.

5. CITATION 5



Gujarat High Court Affirms RERA's Right to Appeal Under Section 58 of RERA Act

Parties: Gujarat Real Estate Regulatory ... vs Satyam Infracon. High Court of Gujrat. Decided on 9 March, 2021

Link: Indian Kanoon - <http://indiankanoon.org/doc/53349060/1>

5.1 Brief Background

In Gujarat Real Estate Regulatory Authority vs. Satyam Infracon (09 March 2021), the Gujarat High Court dealt with a key legal question: whether the Real Estate Regulatory Authority (RERA) is entitled to file an appeal before the High Court under Section 58 of the Real Estate (Regulation and Development) Act, 2016.

The respondent (Satyam Infracon) objected to the maintainability of the appeal, arguing that RERA is not included in the definition of “person” under Section 2(zg) of the Act, which is a prerequisite for filing an appeal under Section 58. They contended that only “competent authorities” (not RERA itself) are allowed to appeal under this provision.

5.2 Decision

The Court disagreed with this restrictive interpretation. It held that:

1. The term “person” under Section 2(zg), read with the definition of “company” under Section 2(o), includes public authorities like RERA.
2. RERA, being a public authority established by the government under the Act, qualifies as a “person” and hence has the right to appeal.
3. Allowing RERA to be heard before the Appellate Tribunal but not to appeal against its decisions would create a legal inconsistency not intended by the legislature.

5.3 Implications

The Court ruled that RERA is empowered to file an appeal before the High Court under Section 58 of the Act. Accordingly, the preliminary objection raised by Satyam Infracon was rejected.

6. CITATION 6



Karnataka High Court Quashes GST Demand on Landowner, Rules Against Double Taxation in JDA

Parties: Shyamaraju and Co (India) Pvt. Ltd. v. Deputy Commissioner of Commercial Taxes (Audit)-1.7&Anr. Decided on 18 July 2025.

Link: <https://indiankanoon.org/doc/142817838/>

6.1 Brief Facts of the Case:

The petitioner, M/s Shyamaraju and Co (India) Pvt. Ltd., a landowner, entered into an unregistered Joint Development Agreement (JDA) dated 06.02.2017 with M/s Divyasree R.O.W. Projects Pvt. Ltd. ("Divyasree") for developing residential apartments. The Deputy Commissioner of Commercial Taxes (Audit)-1.7 passed an adjudication order dated 30.12.2023 demanding ₹24.84 crore (tax, interest, penalty) under Section 73 of CGST/KGST Acts, holding the petitioner liable for GST on the entire supply, arguing that the unregistered JDA did not legally transfer development rights to Divyasree.

6.2 Key Issues:

1. Whether the petitioner could be held liable for GST when the Developer (Divyasree) had already discharged the tax liability.
2. Whether an unregistered JDA invalidates the developer's tax liability.
3. Whether dual proceedings for the same tax liability amount to double taxation.

6.3 Court's Observations & Findings:

1. The Court noted that Divyasree, a registered taxable person, was previously held liable under a final order dated 28.12.2023 and had fully discharged the GST liability.
2. It held that once tax is paid by the developer, re-imposing the same liability on the landowner constitutes double taxation.
3. The respondent failed to consider this critical overlapping of proceedings, violating natural justice.

6.4 Order:

1. The High Court quashed the adjudication order and GST DRC-07 summary dated 30.12.2023 against the petitioner.
2. Held that tax liability once discharged by Divyasree cannot be re-fastened on the petitioner for the same transaction.

6.5 Legal Significance:

This judgment reaffirms that duplicate tax liability cannot be imposed under GST, especially where one party has already paid dues, and emphasizes substance over form in contractual arrangements under tax law.

7. CITATION 7



Karnataka High Court Quashes RERA's Co-operative Society Order, Upholds Apartment Owners' Rights

Parties: This Karnataka High Court case Akhilesh Anand & Ors. v. State of Karnataka & Ors. IN WPNO.27341/2024. Order dated 30 June 2025

Link: <https://indiankanoon.org/doc/27591626>

7.1 Background

The matter involves disputes between two resident groups at the “Commune 1” apartment project in Bengaluru, the project developer, and various regulatory authorities. The project comprised 384 flats in Towers A-E. Towers B, C, D were completed (195 flats occupied), while A and E remained partly built. Owners of completed flats formed Commune 1 Commune Residents Welfare Association (petitioner No. 59, under the Karnataka Societies Registration Act). Buyers of incomplete flats in A and E formed Commune 1 Buyers Welfare Association (respondent No. 7), also a registered society, and complained to RERA seeking completion rights.

RERA in 2022 directed registration of a co-operative society (respondent No. 8) and later, in May 2024, allowed it to take over the entire project under Section 8 of the Real Estate (Regulation and Development) Act, 2016.

7.2 Petitioners' Grievances (WP 27341/2024)

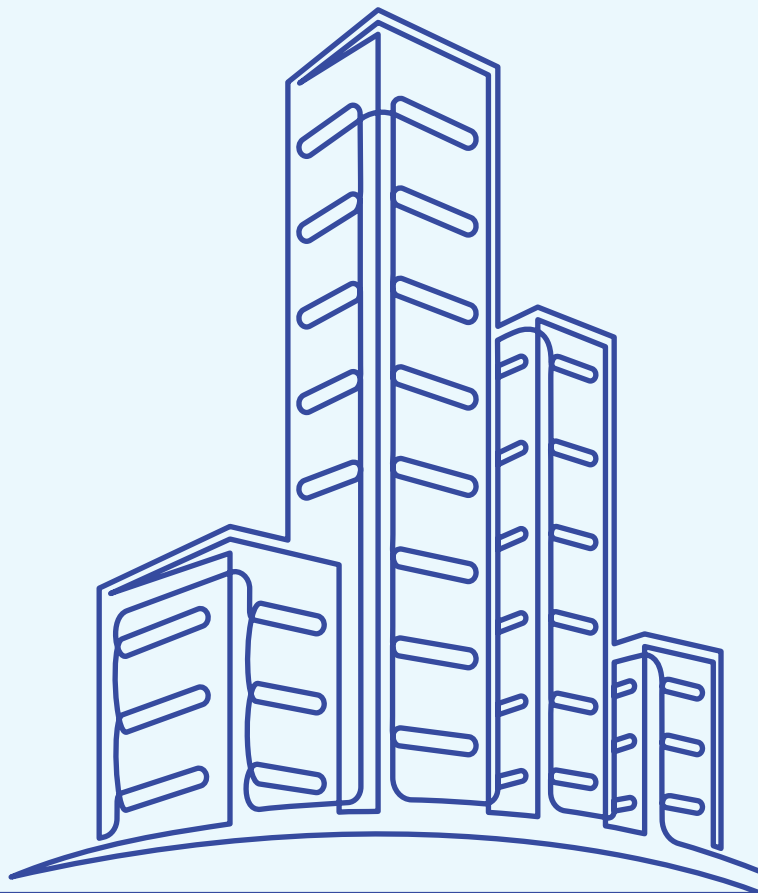
1. RERA's directions were illegal as A/E buyers were a minority; most existing owners had no grievance.
2. Under the Karnataka Apartment Ownership Act, 1972, maintenance should be via an apartment owners' association, not a co-operative society.
3. Multiple bodies (two societies + one co-operative) caused confusion.
4. The co-operative's objects and membership didn't meet the Karnataka Co-operative Societies Act's requirements; it should, at most, handle Towers A and E.
5. Completed-tower residents had already contracted with “NoBroker” for maintenance; interference by the co-operative led to litigation and an injunction against such interference.
6. Co-operative leaders allegedly obstructed construction, caused disputes, and procured an order from the Registrar stopping the petitioner society from collecting maintenance (August 2024).

7.3 Core Legal Issues

1. Whether RERA could direct formation of a co-operative society for the entire project when a majority of flats were already conveyed and occupied.
2. Applicability and interplay of the Karnataka Apartment Ownership Act, 1972 vs. Karnataka Co-operative Societies Act, 1959 in apartment management.
3. Validity of the co-operative's registration given membership shortfall and object clauses.
4. Extent of powers under RERA's Section 8 to transfer project control to an association of allottees.
5. Jurisdiction and propriety of the Registrar's orders affecting an existing residents' society's maintenance rights.

7.4 Final Verdict (30th June 2025)

1. The registration of the co-operative society (respondent No. 8) was quashed for not meeting statutory requirements under the Karnataka Co-operative Societies Act.
2. RERA's orders transferring the entire project to the co-operative under Section 8 were set aside as being beyond its powers in respect of completed and conveyed flats.
3. The Court directed that residents of completed towers form an association under the Karnataka Apartment Ownership Act, 1972 for maintenance and management.
4. For incomplete Towers A and E, RERA was empowered to take steps to protect buyers' interests, including facilitating a separate body if necessary.
5. The Registrar's order restraining the petitioners from collecting maintenance was also quashed.



8. CITATION 8



NCLAT Nullifies Insolvency Admission, Rules Barter Agreements Ineligible as Operational Debt

In the National Company Law Appellate Tribunal (NCLAT), Principal Bench, New Delhi.

Company Appeal (AT) (Insolvency) Nos. 1172–1173 of 2022

- Filed by: Madhya Pradesh Real Estate Regulatory Authority (RERA)
- Against: Admission of a Section 9 application under IBC filed by M/s D.B. Corp Ltd. against M/s AG8 Ventures Ltd., and appointment of Interim Resolution Professional (IRP)

Company Appeal (AT) (Insolvency) No. 1321 of 2022

- Filed by: Aquacity Consumer and Societies Welfare Society (association of 74 homebuyers)
- Against: Same NCLT order admitting the insolvency application

8.1 Key Issues and Background:

1. AG8 Ventures Ltd. (Corporate Debtor) was developing multiple real estate projects in Madhya Pradesh and had entered into several Barter Agreements with D.B. Corp Ltd. (Operational Creditor), a media company.
2. Under these agreements, DB Corp provided advertising services in exchange for a mix of cash and real estate units.
3. DB Corp claimed unpaid operational debt of ₹10.77 crore based on non-delivery of 19 out of 41 units promised in lieu of services.
4. RERA passed several orders against AG8 Ventures for violations, including fund diversion and non-completion of projects. It even revoked project registrations and imposed penalties.
5. DB Corp filed a Section 9 IBC application, which the NCLT admitted. RERA and the homebuyers' association challenged the order alleging collusion between DB Corp and AG8 Ventures.

8.2 Key Questions Before the NCLAT:

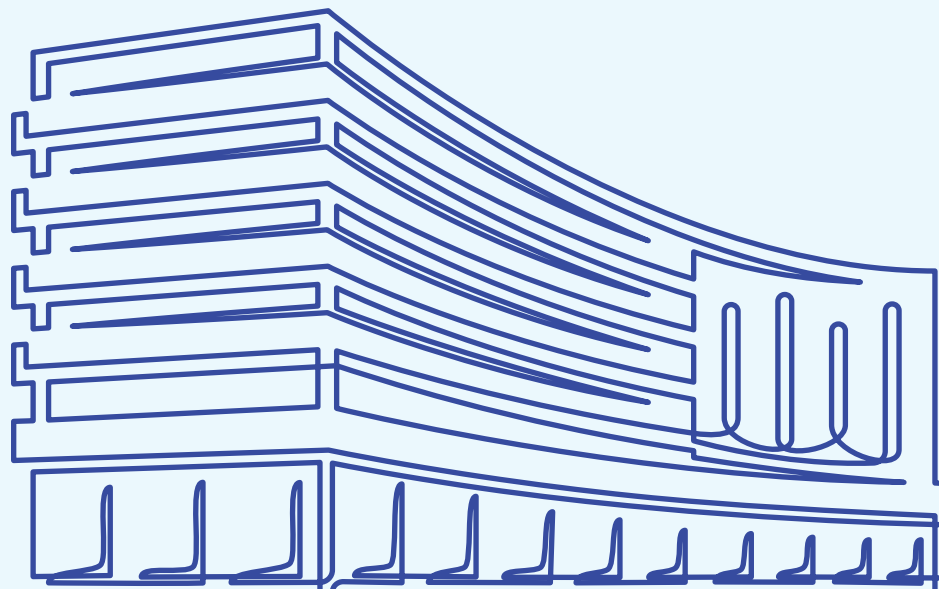
1. Whether RERA and the homebuyers' society had the locus standi to file appeals.
2. Whether Barter Agreements constituted a valid operational debt under IBC.
3. Whether the Section 9 application was filed collusively to avoid regulatory actions and homebuyers' claims.
4. Whether the invoices submitted by DB Corp were forged or time-barred.

8.3 Tribunal's Findings:

1. Locus Standi: Both RERA and the homebuyers' association had valid legal standing under Section 61 of IBC to challenge the NCLT order.
2. Barter Agreements & Operational Debt: The NCLAT held that non-delivery of flats under Barter Agreements does not constitute "operational debt", as the agreements didn't involve a direct claim for money.
3. Fabricated Invoices: Many invoices were backdated with GST fields despite GST coming into effect only in 2017, suggesting fabrication.
4. Collusion: There was prima facie evidence of collusion between the operational creditor and corporate debtor to misuse IBC to override RERA's actions.

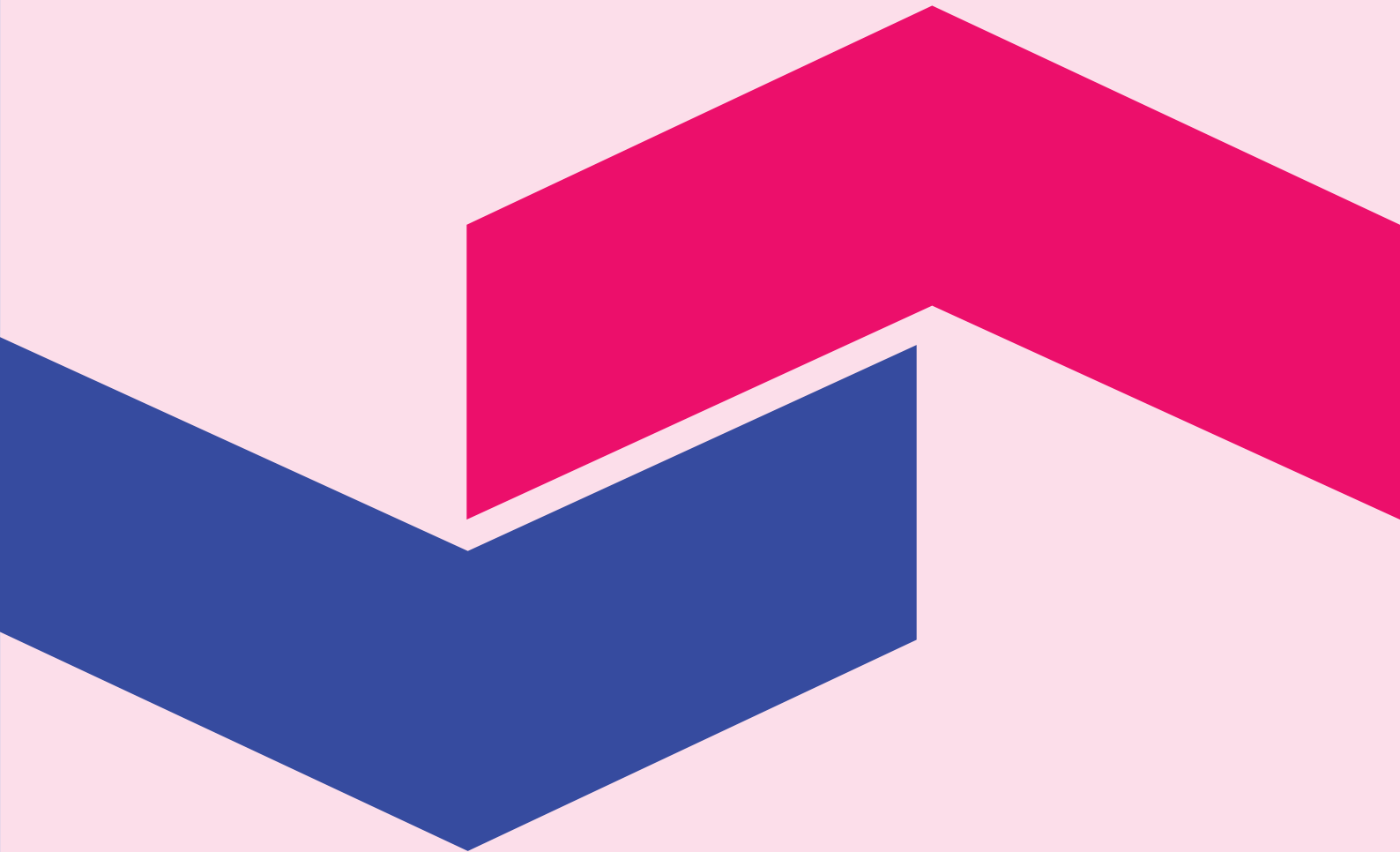
8.4 Decision:

5. NCLAT held that DB Corp was not an operational creditor under IBC and set aside the NCLT's admission order dated 05.08.2022.
6. All actions taken in the CIRP, including moratorium and IRP appointment, were nullified.
7. The NCLAT quashed the admission of insolvency proceedings initiated by DB Corp against AG8 Ventures, holding that the Barter Agreements did not create a monetary operational debt, and the IBC process was misused to circumvent RERA penalties. The appeals by RERA and the homebuyers were allowed, reinforcing that IBC cannot be invoked to evade statutory obligations under the RERA Act.



B

RERA ORDERS



9. CITATION 9



Rajasthan RERA Penalizes Developer for Illegal Terrace Sales and Non-Compliance with RERA Obligations

RERA: Rajasthan

Complaint No: RAJ-RERA-C-N-2023-6164

Parties: Ruheen Regal Residents Welfare Society Respondent vs Ruheen Developers and Properties LLP.

Order date: 15.04.2024:

9.1 Dispute:

The Ruheen Regal resident's welfare society filed a complaint alleging that the respondent promoter, who illegally sold part of the common terrace area as private terraces (penthouse units) contrary to the approved plans, and failed to deliver promised amenities such as a terrace garden and library. Additional grievances include forced sale of parking spaces with insufficient parking provided, non-handover of common areas and building documents to the residents' association, and failure to obtain the occupancy certificate.

The respondent denied violations, asserting that the terrace was sold as private terraces in accordance with Rajasthan Building Bye-Laws and sanctioned plans, claimed mutual agreement on replacing terrace garden and library with other amenities, and maintained that parking provision complies with approved plans.

9.2 Provisions Invoked:

1. Real Estate (Regulation and Development) Act, 2016 ("RERA")
2. Section 14(1) (Compliance with approved plans)
3. Section 17 (Handover of common areas to residents' association)
4. Section 11(4) (Obtaining occupancy certificate)
5. Section 31 (Authority to adjudicate complaints)
6. Section 61 (Penalty for violations)
7. Rajasthan Building Bye-Laws, 2020 (Respondent's defense on terrace sale) Jaipur Development Authority approved plans

9.3 Issues Raised

1. Whether the sale of terrace area as “private terrace” violates the approved building plans and RERA provisions.
2. Whether the respondent complied with its obligation to hand over common areas and amenities to the residents’ welfare association.
3. Whether the occupancy certificate has been obtained in compliance with the law.
4. Whether parking provisions and sale were in accordance with approved plans.
5. Whether penalties should be imposed for violations of RERA provisions.

9.4 Findings

1. The Authority found that the approved maps by Jaipur Development Authority do not depict any “private terrace” and the terrace area is designated as common area with shared access. The sale of terrace portions as private terraces is therefore a violation of Section 14(1) of RERA.
2. Parking spaces as per approved maps were found to be in conformity; no contradiction found regarding parking numbers.
3. The respondent failed to produce any formal handover documents of common areas to the complainant association, and the association was registered after the alleged handover event, violating Section 17 of RERA.
4. The respondent has not obtained the occupancy certificate, violating Section 11(4) of RERA.

9.5 Decision

Consequently, the respondent was directed to:

1. Treat the terrace as common area; remove any illegal structure.
2. Handover common areas and amenities to the residents’ association formally.
3. Obtain occupancy certificate from the competent authority.
4. A penalty of ₹ 5,00,000/- was imposed under Section 61 of RERA for the violations, to be paid within 45 days.



10. CITATION 10



Rajasthan RERA Directs Bank to Issue NOC, Upholds Allottee's Rights Over SARFAESI Claims

RERA: Rajasthan

Complaint No: RAJ-RERA-C-N-2023-6115

Parties: Complainant: Surendra Kumar Katyal Respondents:
1. Aakriti Landcon Private Limited (Respondent No. 1)
2. Naresh Sharma (Respondent No. 2) 3. Purshottam Dayal Dubey (Respondent No. 3) 4. Baroda Rajasthan Kshetriya Gramin Bank (Respondent No. 4)

Order date: 30.10.2024

The complainant purchased a flat in the 'Shreenath Oasis' project from the developer, paying full consideration. The project was mortgaged to the respondent bank without disclosure to the complainant. The developer defaulted on loan repayments, and the bank-initiated recovery under the SARFAESI Act, restricting further sale transactions and refusing to issue a No Objection Certificate (NOC) to the complainant. The complainant contended that the sale deed was executed in good faith, and the bank's actions are impeding his right to sell the flat and are causing undue hardship.

10.2. RERA Provisions Invoked

1. Section 2(zk), 11(4)(h), 31, 37, 79, and 89 of the Real Estate (Regulation and Development) Act, 2016 (RERA)
2. Section 43 of the Transfer of Property Act, 1882
3. Section 58 of the Transfer of Property Act, 1882
4. SARFAESI Act, 2002
5. Relevant case law: Mukesh Agarwal vs SNG Real Estate Pvt. Ltd., Union Bank of India vs Rajasthan Real Estate Regulatory Authority & Ors.

10.3 Issues Raised

1. Whether the respondent bank qualifies as a "promoter" under the RERA Act and whether the Authority has jurisdiction over the bank.
2. Whether the bank's rights as a secured creditor under the SARFAESI Act override the rights of bona fide allottees under the RERA Act.
3. Whether the complainant has the right to sell the flat despite the bank's charge on the project.

10.4 Decision

1. **Jurisdiction and Promoter Status of Bank:** The Authority held that the bank, as an assignee of the promoter's rights via mortgage, falls within the definition of 'promoter' under section 2(zk) of the RERA Act. This position aligns with precedent from Haryana RERA and the Supreme Court ruling in *Union Bank of India vs Rajasthan RERA*. Hence, the Authority has jurisdiction to direct the bank in this matter.
2. **Priority of RERA vs SARFAESI Rights:** The RERA Act, being a later special law with a non-obstante clause (Section 89), prevails over the SARFAESI Act in matters of conflict. The complainant is a bona fide allottee, with a valid sale deed executed and registered, not challenged by the bank. Therefore, recovery proceedings under SARFAESI cannot undermine the allottee's rights under RERA.
3. **Right to Sell Allotted Flat:** Under Section 11(4)(h) of RERA, an allottee is protected from liabilities arising from promoter's loans or encumbrances. The bank may recover dues from the promoter or unsold flats but cannot auction or prevent the sale of flats already allotted. The bank's refusal to issue NOC and attempts to auction allotted flats violate RERA provisions.

The complaint is upheld. The respondent bank is declared a promoter under the RERA Act and is liable to fulfill promoter obligations. The bank is directed to issue a No Objection Certificate (NOC) to the complainant to enable sale of the flat. The complaint stands disposed of with these directions



11. CITATION 11



Rajasthan RERA Recognizes Barter Agreement with Allottee, Orders Refund for Non-Delivery of Unit

RERA: Rajasthan

Complaint No: RAJ-RERA-C-N-2024-7349

Parties: Complainant: NS Publicity India Pvt. Ltd.;
Respondent: Alokik Buildcon Private Limited

Order date: 30.06.2025

11.1 Dispute

The complainant entered into a barter agreement with the respondent promoter for allotment of a residential unit (Unit No. 306, Mayur Dhwaj Grand project) in exchange for advertisement services valued at ₹ 74,00,000/-. The complainant alleges partial performance of services amounting to ₹ 58,07,833/- but the respondent failed to complete the project and deliver possession within the stipulated period. The complainant seeks refund of the value of services provided with interest due to the respondent's failure to deliver possession.

The respondent contends the relationship is only service provider-client and not allottee-promoter, challenges jurisdiction of the Authority, relies on arbitration clause, and alleges incomplete performance by complainant and force majeure events causing delay.

11.2 Provisions Invoked

1. Real Estate (Regulation and Development) Act, 2016 ("RERA")
2. Section 31, RERA Act
3. Section 2(1)(d), RERA Act (Definition of "allottee")
4. Section 89, RERA Act (Precedence over other laws)
5. Arbitration and Conciliation Act, 1996 (contended by respondent)
6. Barter Agreement dated 05.05.2015 (Clause 14 arbitration clause)

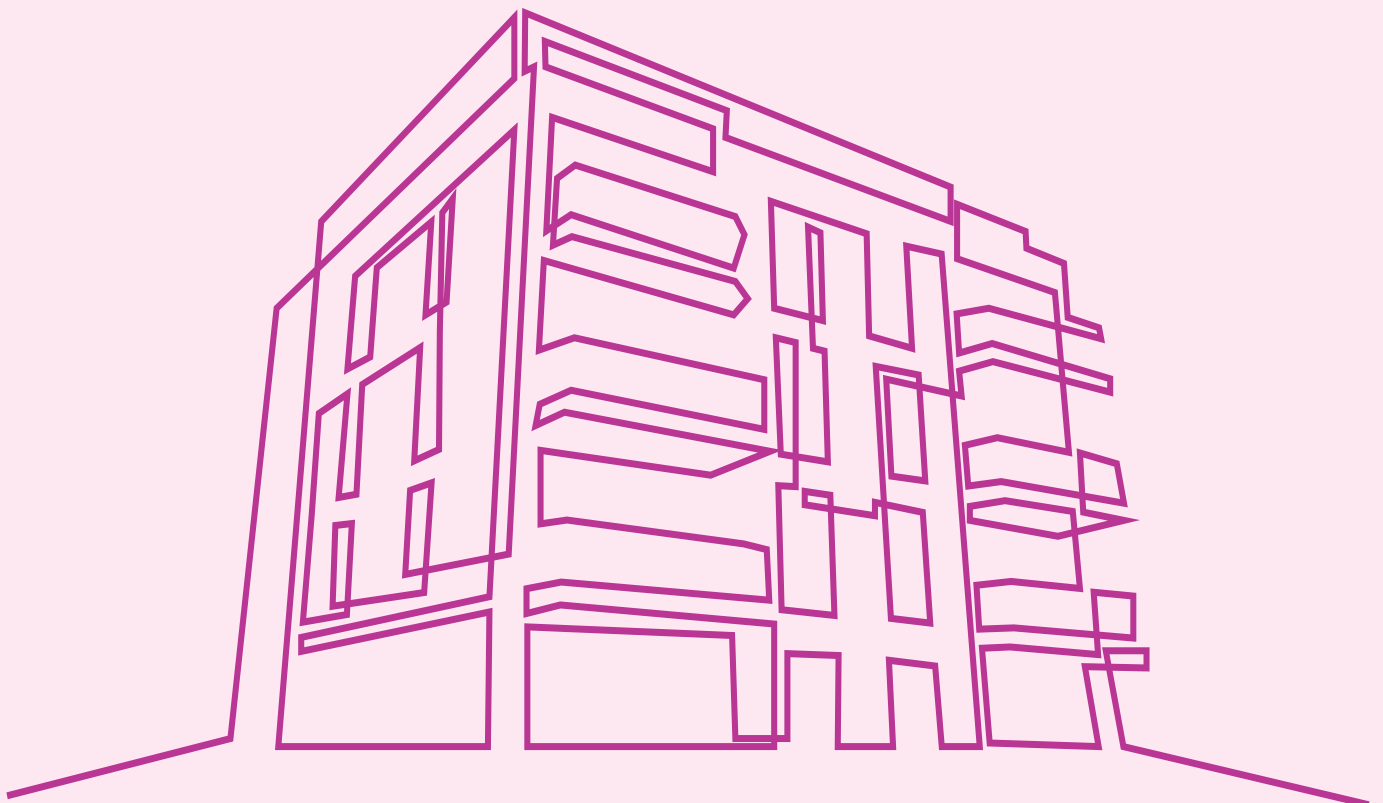
11.3 Issues Raised

1. Whether the complainant qualifies as an "allottee" under RERA despite consideration being non-monetary (barter for services).
2. Whether the Real Estate Regulatory Authority has jurisdiction to entertain the complaint notwithstanding the arbitration clause in the barter agreement.
3. Whether the respondent is liable to refund the value of services rendered due to failure in delivering possession of the unit.

11.4 Decision

1. The Authority held that under Section 2(1)(d) RERA, an “allottee” includes any person to whom a unit is allotted, irrespective of the mode or nature of consideration, including barter arrangements.
2. Clauses 1 and 2 of the barter agreement establish an enforceable right to the residential unit in exchange for advertisement services, which creates an allottee-promoter relationship governed by RERA protections.
3. The respondent’s contention that the parties only share a service provider-client relationship is unsustainable, given that possession of a registered project unit is involved.
4. Regarding the arbitration clause (Clause 14), the Authority held that Section 31 vests exclusive jurisdiction in the Authority for complaints under RERA, and Section 89 mandates RERA’s provisions prevail over other laws, including the Arbitration Act. Thus, the arbitration clause does not bar the Authority’s jurisdiction.
5. Consequently, the complaint is maintainable, and the complainant is entitled to relief under the RERA Act.
6. The respondent promoter is directed to refund ₹58,07,833/- without deduction.
7. Compliance to be made within 45 days of uploading the order on the Authority’s web portal.

The complaint is allowed. The respondent is directed to refund the value of services rendered. The matter stands disposed of with the above directions.



12. CITATION 12



Rajasthan RERA Enforces Sale Deed Execution for Non-Compliant Developer in Aranya Project

RERA: Rajasthan

Complaint No: RAJ-RERA-C-2018-2432

Parties: 1)Complainants: Naval Kishore Vijay and Anita Khandelwal
2)Respondents:
i. Unique Dream Builders Pvt. Ltd.
ii. Shri Mahendra Kumar Sanadhya
iii.Shri Narendra Kumar Sanadhya
iv. Smt. Rama Sanadhya

Order date: 20.11.2024

12.1 Dispute

The complainants booked Flat No. 702 in the registered project “ARANYA” for ₹ 59,60,010. The respondents failed to deliver possession and ultimately sold the flat to a third party, refusing to refund the complainants. After earlier orders directing possession and sale deed execution, respondents failed to comply, prompting execution proceedings.

12.2 Provisions Invoked

1. Real Estate (Regulation and Development) Act, 2016 (RERA Act)
2. Rajasthan Real Estate Regulatory Authority Regulations, 2024 (Regulation 44)
3. Code of Civil Procedure, 1908, Order 21, Rule 34

12.3 Issues Raised

1. Whether the respondents are obligated to deliver possession and execute the sale deed as per prior RERA orders.
2. Whether the Authority can invoke CPC provisions and Regulation 44 of the RERA Regulations to execute the sale deed on behalf of non-compliant respondents.
3. Whether the complainants are entitled to possession and registration of the sale deed despite respondents’ non-appearance and denial.

12.4 Decision

1. The Authority confirmed the respondents' liability to deliver possession and execute the sale deed as per the earlier orders dated 08.12.2020 and 13.04.2022, which have gained finality and are not stayed.
2. As the respondents failed to appear or object and did not claim any pending dues, the Authority invoked Regulation 44 read with Order 21, Rule 34 CPC to direct that the Registrar of the Authority execute the sale deed on behalf of the respondents within 30 days.
3. The possession already handed over to complainants is declared absolute and compliant with previous directions.
4. The draft sale deed submitted by the complainants is approved; registration charges shall be borne by the complainants.
5. The Authority directed the Registrar to inform the Inspector General of Registration and Stamp and the jurisdictional Sub Registrar for appropriate action.
6. The execution application is allowed. The sale deed shall be executed by the Registrar on behalf of the respondents, and possession is confirmed. The application is disposed of.



13. CITATION 13



UP RERA Dismisses Time-Barred Complaint for Delayed Possession and Extra Charges

RERA: Uttar Pradesh

Parties: Narendra Nath Tripathi (Complainant) vs. Uttar Pradesh Awas Evam Vikas Parishad (Promoter/OP)

Presiding: Shri Sanjay R. Bhoosreddy, Chairman, U.P.RERA

13.1. Dispute

1. Complainant booked a flat in Bhagirathi Enclave (2013) paying installments totaling ₹ 53.19 lakh.
2. Possession was promised by 30-03-2016, but actually handed over on 19-01-2018, after execution of sale deed on 10-11-2017.
3. Car parking was allotted after 3 years (2020).
4. He alleged arbitrary price escalation, unlawful extra charges, and delay in possession.
5. Relief sought: interest for delay, refund of extra charges, interest on parking charges, and litigation cost.

13.2. Respondent's Defense

1. Price in brochure was only estimated; final price determined after project completion.
2. Complainant accepted allotment, executed sale deed, and took possession without protest.
3. Under Clause 6(a) of sale deed, buyer waived further claims.
4. Complaint barred by Section 14(3) & 18 RERA and limitation under the Limitation Act, 1963.

13.3. Issues Considered

Whether the complaint is maintainable?

1. Key point: Applicability of Limitation Act, 1963 to RERA proceedings.
2. RERA does not exclude the Limitation Act; hence limitation principles apply.
3. For interest claims, Article 25, Limitation Act applies → 3 years from when interest becomes due.

13.4. Findings

1. Possession was delivered in Jan 2018. Complaint filed in April 2024 (≈6 years later).
2. No evidence of protest/demand for interest before filing complaint.
3. Delay is extraordinary and unreasonable.
4. Covid-19 extension plea rejected: UP RERA was functioning online; over 16,000 complaints were filed/heard during pandemic.
5. Complaint held to be an afterthought and barred by limitation.

13.5. Order

1. Complaint dismissed as not maintainable (time-barred).
2. Parties to bear their own costs.
3. Order uploaded on RERA portal.

Outcome: Complaint dismissed due to limitation bar; no relief granted to allottee.

Outcome

Complaint dismissed due to limitation bar;
no relief granted to allottee.



14. CITATION 14



MahaRERA Upholds Allottee's Rights, Orders Possession and Interest in Palais Royale Dispute

RERA: Maharashtra

Parties: Promoter: Honest Shelters Private Limited. Allottee: IIFL Finance Limited and IIFL Management Services Limited, having acquired specific flats through deeds of assignment from the original flat purchasers. Concerning multiple cross-complaints between Honest Shelters Private Limited (the promoter) and IIFL Finance Limited/IIFL Management Services Limited (the allottee), relating to flats in the Palais Royale real estate project in Mumbai. order dated 16 January 2025

14.1 Dispute:

The promoter seeks cancellation of agreements for sale and assignment due to alleged non-payment by the allottee, while IIFL seeks handover of possession, interest for delayed possession, and compensation.

14.2 Case Background

1. The Palais Royale project had its original promoter, Shree Ram Urban Infrastructure Limited (SRUIL), who mortgaged the property to Indiabulls Housing Finance Limited (IHFL), then went into liquidation, with Honest Shelters later acquiring the project at auction.
2. IIFL obtained ownership of the disputed flats before Honest Shelters became the promoter.
3. Payments for the flats were made partly to the original promoter and partly into an escrow account managed by IHFL.
4. Disputed termination notices were issued by Honest Shelters, claiming non-payment by the allottee; IIFL refuted those claims and produced evidence of payment.

14.3 Issues for Determination

1. Whether IIFL qualifies as an allottee under RERA.
2. Whether the promoter is entitled to the reliefs sought (cancellation of agreements etc.).
3. Whether IIFL is entitled to possession, interest for delay, and compensation under RERA.

14.4 Authority's Findings

1. IIFL is Recognized as Allottee: The Authority confirms that IIFL is a legal 'allottee' under RERA, having acquired the flats through valid assignment deeds.
2. Payments Completed: Documents proved that the original allottees made full payments for the flats, and these were received by the original promoter and via escrow to IHFL.
3. Termination Notices Invalid: The promoter's termination of agreements was deemed not in terms of the original agreement for sale; thus, requests for cancellation by the promoter were dismissed as not maintainable.
4. Entitlement to Reliefs: IIFL is entitled to possession of the flats, interest for delayed possession (as specified in the agreements), and the right to seek further compensation through MahaRERA's Adjudicating Officer.
5. Project Delays: The project completion is overdue; the promoter is directed to update the status of the project and seek an extension of project registration, otherwise face penalties under Section 63 of RERA.
6. Obligations of the Promoter: Honest Shelters, as the current promoter, inherits all the responsibilities under RERA, including completion of construction and handing over possession with occupancy certificate.
7. Role of Official Liquidator: The Official Liquidator is directed to hand over possession of the flats to Honest Shelters so the promoter can complete construction and deliver possession to IIFL.

14.5 Final Order (Extracts)

1. Complaints by IIFL (Sr. No. 7 to 14) are allowed; complaints by the promoter (Sr. No. 1 to 6, 15 & 16) are dismissed.
2. The promoter must hand over possession of the subject flats with occupancy certificate and pay interest on delayed possession to IIFL within 60 days, as per Rule 18 of RERA Rules.
3. IIFL may approach the Adjudicating Officer for determination of compensation for hardship, financial loss, and mental agony.
4. The promoter must take steps to revive project registration and update project status.
5. Parties are free to seek execution in case of non-compliance with this order.
6. IIFL is the rightful allottee; their complaints are allowed for possession and interest. The promoter's cancellation requests are dismissed. The promoter and liquidator are directed to facilitate completion and possession of the disputed flats; failure to comply will attract penalties and further legal consequences.

15. CITATION 15



HARERA Sets Aside Illegal Cancellation, Orders Refund or Unit Allotment with Interest

RERA: HARERA, Gurugram

Parties: HARERA Gurugram decision on complaints regarding delayed possession and cancellation of apartments in the Caladium project, Sector 109, Gurugram, developed by Solutrean Buildings Technologies Pvt. Ltd.

Order dated: 27.03.2025

15.1 Case Background

The complaints involve apartments B-161 and B-111 booked by Late Shri Kanwar Pal Singh Gill (whose legal heirs are now the complainants) in 2013 under a Builder Buyer Agreement. Payments of over ₹80 lakhs were made, but possession was not delivered on time and units were later cancelled by the builder. The builder demanded an additional ₹ 17,25,872 during the offer of possession and eventually transferred the units to third parties after cancellation, without informing the complainants or refunding their payments.

15.2 Authority Findings

1. HARERA held the builder's cancellation of allotments as legally invalid and unfair for several reasons:
2. Complainants had paid more than the basic sale price and almost the full total consideration.
3. The additional demand at possession and other charges were found to be unjustified.
4. Builder failed to explain delays, adjust interest, and communicate proper procedures for legal heir transfer.
5. Conveyance deeds for the units were executed in favor of third parties after complaints were filed, and the builder did not disclose this during proceedings, which the Authority considered bad faith.
6. The builder also enjoyed funds from both the complainants and new buyers, amounting to unfair trade practice.

15.3 Directions Issued

1. The order sets aside the cancellation and requires the builder to offer a similar unit at the original rate or refund the amounts paid, with interest at 11.10% per annum from the date of each payment until the actual refund or possession.

2. Interest arrears are to be paid within 90 days from the order and monthly interest payments to be made until final compliance.
3. Compensation for mental harassment may be pursued separately before the Adjudicating Officer as per RERA provisions.

15.4 Legal Basis

The order relies on Section 11(4)(a), Section 18(1), and Rule 15 of the Haryana RERA, establishing the builder's responsibility to allottees and the formula for delayed possession interest, based on SBI's MCLR + 2%, totaling 11.10% as of the order date.

15.5 Outcome

The complaints are disposed of, with the builder directed to either give an equivalent unit or refund paid amounts with interest, and groundwork laid for compensation proceedings if complainants so wish.



16. CITATION 16



HARERA Directs Refund of Excess Charges and Conveyance Deed Execution for Oodles Skywalk

RERA: HARERA, Gurugram

Parties: Concerning complaints filed by allottees Shailender Godara and Harshit Batra against the promoter Mascot Buildcon Pvt. Ltd. related to the project “Oodles Skywalk” in Gurugram. The core issues involve delay in possession, possession charges, execution of conveyance deed, and discrepancies in super area loading charges.

Order dated: May 28, 2025

16.1 Key Points

The complaints were treated as applications for non-compliance of statutory obligations by the promoter under the Real Estate (Regulation and Development) Act, 2016 (RERA). The possession was due within 36 months of the buyer’s agreement dated October 7, 2014, but was delayed. The occupation certificate was issued only on October 26, 2023, and possession was offered on February 14, 2024. The promoter contested delays citing force majeure reasons like government restrictions, lockdowns, material shortages, and non-payment by allottees, but the Authority ruled these did not justify the delay.

16.2 Orders

1. The Authority found the promoter liable to pay delay possession charges and interest at the prescribed rate of 11.10% per annum from the due date till possession.
2. The promoter was directed to execute the conveyance deed in favor of the complainant within three months and provide all essential services such as electricity and water connections within 60 days.
3. Illegal loading charges of 122% were imposed by the promoter instead of the accepted norm of 25%, and the promoter was directed to revise the sale consideration and refund the excess amount.
4. The promoter was prohibited from charging both IFMS and IFCRF separately and ordered to refund any amount collected under IFCRF within 30 days.
5. The complainant had been coerced into signing waiver letters which the Authority declared illegal and not binding regarding statutory rights.

The complaints were disposed of with directions to the promoter to comply with all obligations and pay dues within specified timelines.

17. CITATION 17



Jharkhand RERA Orders Delivery of Parking Spaces and Certificates for Arctic Mall Shops

RERA: Jharkhand

Complaint No: 34/2020

Parties:

1. Complainants: Alope Kumar Gupta & Chandra Kant Gopalka
2. Respondent: Amrendra Kumar Sinha (New Aryan Construction Co.)

17.1 Issue:

Complainants purchased entire 1st floor including 1316 Sq. ft. on the right side of the floor in the project of the respondent, namely, Arctic Mall, regarding which agreement for sale was executed on 13.07.2006. Subsequently on 10.05.2011 sale deed with respect to these shops bearing shop no. 01 to 14 on 1st floor having an area of 4386 Sq. ft. plus 1316 Sq. ft. on right of the constructed area was executed. It was also agreed upon that if the developer will not give the said shops and hall, then the developer will give the shop space on the ground floor on the same side onwards east side, as marked in built-up area or double height at the rate of ₹ 3,000/- (Rupees Three thousand) only per Sq. ft. In the sale deed dated- 10-05-2011 it is also mentioned that a sum of ₹ 1,08,84,500/- (Rupees One Crore eight lakh eighty-four thousand five hundred) only has already been received by the respondent as a consideration amount against the said shop space no. 1 to 17 on first floor measuring an area of 5,500 Sq. ft. as described in schedule II along with 10 Nos. car parking space in lower ground floor of the building of the Arctic Mall.

Despite full payment and registered sale deed, the developer failed to hand over parking spaces and completion/occupancy certificate.

17.2 Findings:

1. Sale deed confirmed payment; no dues remained.
2. Developer failed to prove any outstanding amount.
3. Parking spaces and completion/occupancy certificate not delivered despite repeated requests.

17.3 Order:

Respondent directed to hand over 10 parking spaces and provide certificates within 6 months; penalty of ₹ 500/day for non-compliance.

18. CITATION 18



Jharkhand RERA Directs Refund with Interest for Cancelled Flat in Rajkamal Plaza

RERA: Jharkhand

Complaint No: 35/2018

Parties:

1. Complainant: Ranjit Kumar Gupta
2. Respondent: M/s Nexgen Infra Heights Pvt. Ltd.

18.1 Issue:

Dispute is over delay and cancellation of flat purchase (Flat No. 303, Rajkamal Plaza). Complainant paid ₹ 24.55 lakh but possession and completion certificate not given. Developer cancelled agreement citing non-payment. It is the case of the complainant that developer had entered into agreement for sale dated 28.08.2015 for purchase of flat number 303 at 3rd floor at Raj Kamal Plaza situated in Gali number 01, Jay Prakash Nagar, Dhanbad, at payment of consideration amount of ₹ 33,85,550/- only including ₹ 2,25,000/- only for parking. Till 27.06.2017 developer has received a sum of ₹ 24,55,758/- plus service tax with effect from 26.06.2015.

Time of completion of the said flat was 36 months as per clause no. 16 of the agreement for sale. The flat was not handed over to the complainant. He served one legal notice on 09.08.2017 and another legal notice on 26.07.2017 to the developer for delivery of possession of the flat and Completion Certificate. The developer also served advocate notice dated 24.01.2018 which was replied by the complainant on 10.02.2018. Hence, it has been prayed that developer may be directed to hand over the possession of the flat with completion certificate obtained from MADA. It is also prayed that enquiry may be set up above standardization of material used by the developer in the project and also to investigate whether the said construction has been done as per sanctioned plan.

18.2 Findings:

1. Agreement required delivery within 36 months.
2. Disputes and plan revisions caused delays; complainant not informed;
3. Developer arbitrarily cancelled agreement, refunded only ₹ 10 lakh.

18.3 Order:

Respondent to refund balance ₹ 14.55 lakh with 7% interest within 3 months. Relief of possession/ inspection not granted since flat was sold to another buyer.

19. CITATION 19



Jharkhand RERA Enforces Flat Share Delivery and Compensation for Development Agreement Breaches

RERA: Jharkhand

Complaint No: 79/2023

Parties:

1. Complainant: Girdhari Singh
2. Respondent: M/s Kripa Infra Height Pvt. Ltd.

19.1 Issue

This is a dispute under MoU and development agreements (2014-2018) regarding share of flats (48% share + parking), delivery delays, encroachment allegations, and non-payment for extra sold area (684 sq. ft.).

19.2 Findings & Order

1. Complainant entitled to 684 sq. ft. additional area with interest at 10%.
2. Developer directed to hand over share of flats, issue possession/completion certificates, and clear defects.
3. Complainant also entitled to monthly rent of ₹ 5,000 per flat from March 2022 until handover.
4. Encroachment by complainant (10 ft. road) to be removed.
5. Both parties to settle accounts for extra works.



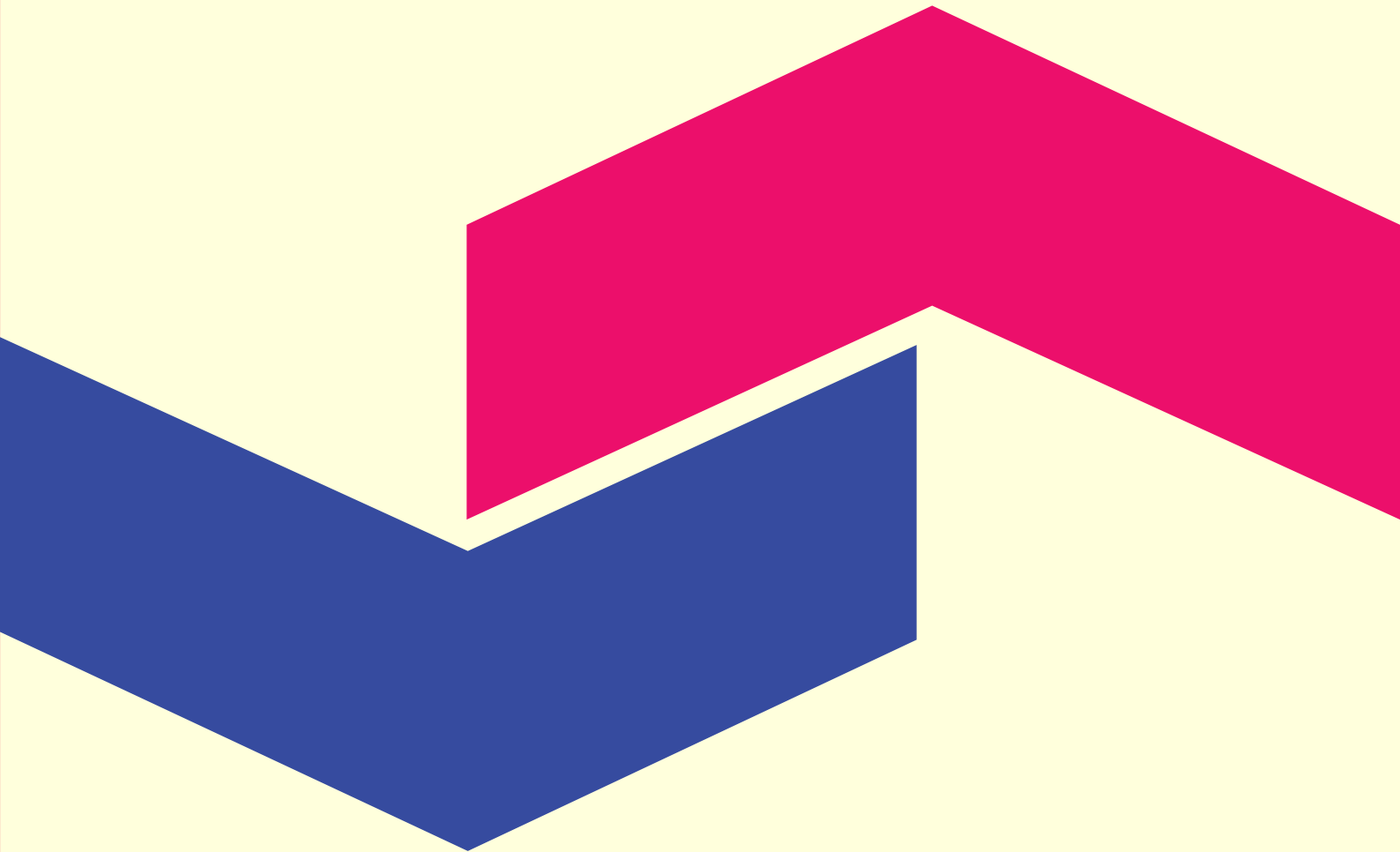
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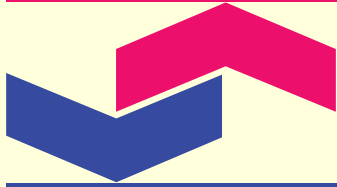
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BEST PRACTICES





20. Bihar RERA: Imagery-Based Inspections (BR-IBI) Initiative (A tech-based tool for enhancing RERA compliances)

OVERVIEW

The Bihar Real Estate Regulatory Authority (RERA Bihar) has introduced the Imagery-Based Inspections (BR-IBI) initiative, a technology-driven tool designed to enhance compliance with the Real Estate (Regulation and Development) Act (RERA). This proactive approach leverages satellite imagery, field coordination, and awareness campaigns to ensure effective implementation of the Act across the state. The BR-IBI initiative represents a pioneering effort by RERA Bihar to integrate technology, coordination, and awareness in enforcing the RERA Act. By adopting this tech-based, collaborative approach, RERA Bihar aspires to set a benchmark for real estate regulation, ensuring transparency, accountability, and compliance in Bihar's real estate sector.

BACKGROUND AND PREPARATORY EFFORTS

Sensitization and Coordination

Over the past year, RERA Bihar has actively collaborated with district administrations through divisional-level interactions to strengthen the enforcement of the RERA Act. The Authority has conducted five divisional workshops, engaging officials from 20 districts, urban local bodies, and the registration department. These workshops focused on raising awareness about the cardinal provisions of the RERA Act and related regulations, clarifying the roles of officials in ensuring effective ground-level implementation.

Feedback and Data Collection

During these workshops, RERA Bihar gathered critical feedback from district officials regarding areas in their jurisdictions where apparent violations of the RERA Act were occurring. To streamline reporting, bespoke formats were distributed to field officials, particularly those involved in land revenue-related tasks, requesting monthly reports on violations. This preliminary data collection formed the foundation for targeted interventions.

Technological Integration

RERA Bihar's technical teams were tasked with identifying violation sites using satellite imagery. These teams prepared Keyhole Markup Language (KML) files to maintain a digital record of the identified locations. The preliminary data included precise longitude and latitude coordinates, enabling direct access to these sites during field visits.

IMPLEMENTATION AND ACTION

Ground Truthing and Joint Surveys

Following the identification of violation sites and the collection of preliminary data, RERA Bihar coordinated with district administrations to conduct ground truthing. Joint field visits, involving district officials and RERA Bihar's technical teams, were carried out to verify the violations. During these visits, comprehensive data was collected, including project names, promoter details, and estimated land areas under development.

A dossier was prepared for each site and shared with the respective District Magistrate for further action. This included obtaining authenticated land record details, such as the village (Mauza) name, landowner details, Khata Number, and Plot Number, from government records. Additionally, steps were outlined to address violations and promote compliance through awareness initiatives.

Progress in Key Districts

To date, joint surveys have been completed in three districts: Saran, Bhagalpur, and Purnia. These surveys were followed by coordination with local land revenue officers to gather additional data. Based on the evidence collected, RERA Bihar initiated Section 3 Violation (STV) proceedings. In Saran, orders have been issued, resulting in penalties totalling approximately ₹ 1.35 crore imposed on ten defaulters engaged in unregistered plotted development projects. STV hearings in Bhagalpur and Purnia are in advanced stages, with orders expected soon.

Future Plans

RERA Bihar plans to expand the BR-IBI initiative by launching additional survey rounds in other districts in the coming months, aiming to cover all major districts by the end of the financial year.

AWARENESS AND COMPLIANCE INITIATIVES

Beyond Penal Action

RERA Bihar has adopted a broad-spectrum approach that extends beyond penal measures to foster compliance through awareness and education. To safeguard prospective home and plot buyers and encourage developers to adhere to the RERA Act, the Authority has implemented several initiatives:

1. **Billboards for Awareness:** Awareness billboards have been erected in surveyed areas to educate both buyers and developers. These billboards protect buyers from misleading advertisements and encourage developers to comply with the Act before launching projects.
2. **Media Campaigns:** RERA Bihar has utilized radio jingles and newspaper advertisements to generate statewide awareness about the RERA Act and its provisions.

Stakeholder Engagement

By combining enforcement with awareness, RERA Bihar ensures that stakeholders, including buyers and developers, are well-informed about their rights and responsibilities under the Act. This dual approach aims to create a culture of compliance and accountability in the real estate sector.

KEY INSIGHTS AND FUTURE OUTLOOK

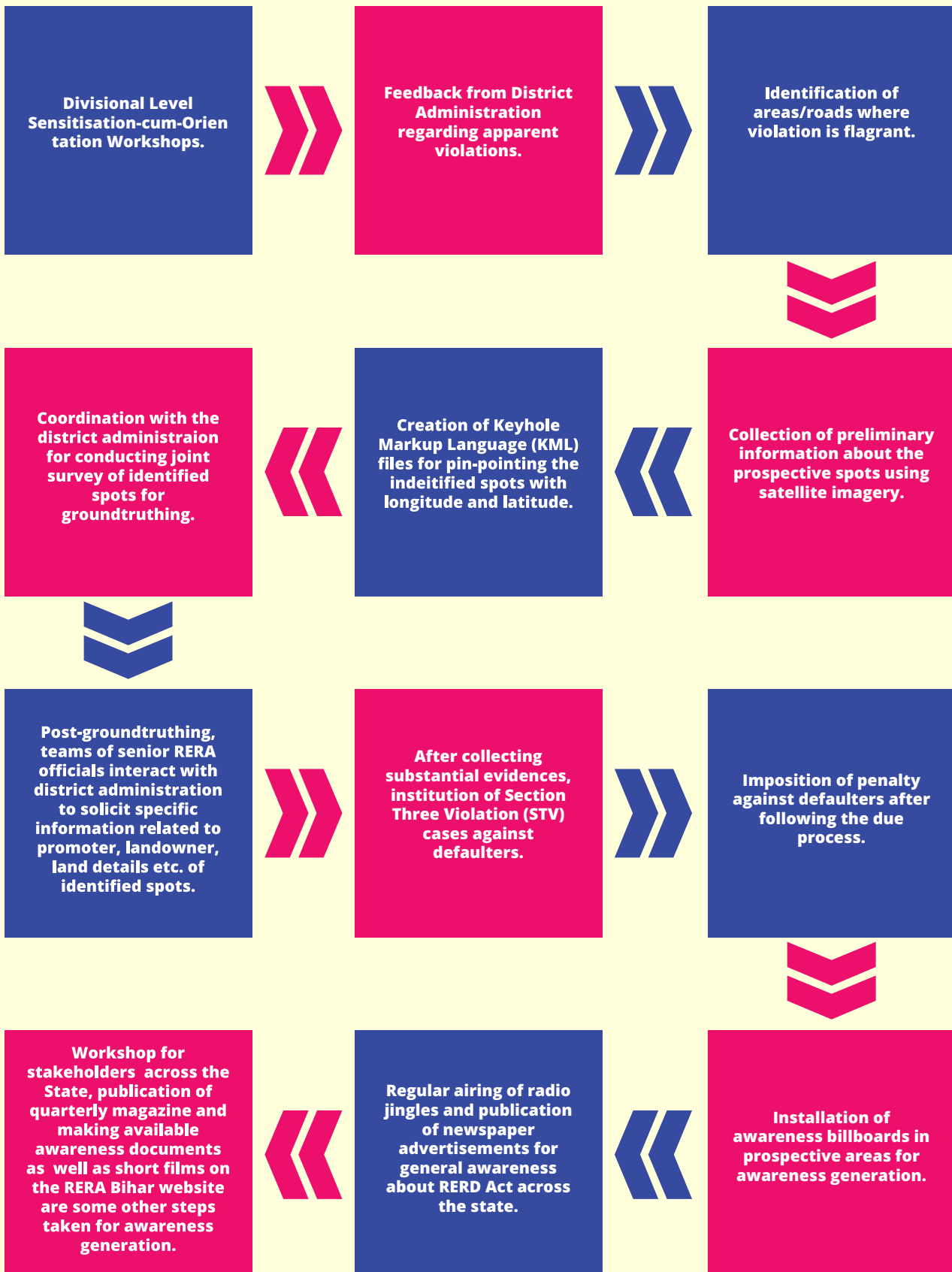
Proactive Approach to Compliance

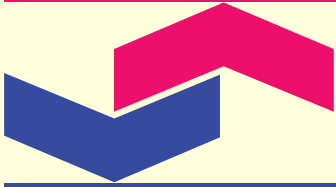
Effectively curbing violations of Section 3 of the RERA Act requires a proactive and coordinated strategy. With limited resources, Real Estate Regulatory Authorities across India rely on collaboration with state government field machinery to monitor on-ground developments. RERA Bihar's experience underscores the importance of sensitization workshops, technological interventions, and partnerships with local administrations for successful implementation.

Scaling the BR-IBI Initiative

RERA Bihar is committed to expanding the BR-IBI initiative to cover all major districts by the end of the financial year. By leveraging satellite imagery, field verification, and awareness campaigns, the Authority aims to enhance compliance and increase project registrations across the state.

Flow Chart of the BR-IBI initiative





21. Gujarat RERA: One-Page Project Summary in Public Domain

Enhancing Transparency, Trust, and Accessibility in Real Estate

In a significant step toward strengthening transparency, trust, and accessibility in the real estate sector, the Gujarat Real Estate Regulatory Authority (GujRERA) has launched the One-Page Project Summary initiative. This innovative approach ensures that essential project details are presented in a concise, standardized, and easy-to-understand format, making regulatory disclosures more accessible to all stakeholders.

By simplifying complex disclosures into a standardized and user-friendly format, making them publicly accessible and quarterly updated, through this initiative, GujRERA aims to empower buyers, support promoters, and strengthen regulatory oversight, setting a benchmark for transparency in the sector.

What is the One-Page Project Summary?

The One-Page Project Summary is a single-page document designed to provide all critical details of a registered real estate project at a glance. It distills complex technical information into a clear and standardized presentation, enabling buyers, promoters, and regulators to engage with verified data efficiently.

Importantly, this summary is:

1. Available in the public domain for all projects registered with GujRERA.
2. Dynamically updated every quarter, reflecting the latest progress reported by promoters through their Quarterly Progress Reports (QPRs).

This ensures that buyers and stakeholders always have access to the most recent and official status of their projects.

Easy Access Through GujRERA Portal

Accessing the One-Page Project Summary is simple and user-friendly:

1. Visit the GujRERA portal www.gujrera.gujarat.gov.in
2. Search for a project by name or registration number.
3. Select the “Project Preview” option.
4. View the summary on-screen or download it in PDF format.

Since the summary is publicly available for every registered project, it ensures that buyers, investors, and regulators can track progress quarter by quarter, without barriers.

Information Included

Each summary captures essential project details, such as:

1. Project Name & Registration Number
2. Project Address & Property Type
3. Promoter Information
4. Redevelopment Project Status
5. Affordable Housing Status
6. Project Land Area, Total Open Area & Covered Area
7. Carpet Area of Units (Range)
8. Project Estimated Cost (₹) & Loan Percentage Against Costs
9. Compliance Details
10. Collection Bank Details
11. Unit Configurations
12. Stage-Wise Construction Progress
13. Plan Passing Authority
14. Available Amenities
15. Draft Agreement for Sale (AFS) Document

Benefits of the One-Page Summary

For Buyers and Investors

1. Provides quick access to verified facts in the public domain.
2. Enables informed and confident decision-making.
3. Ensures visibility of quarterly project progress updates without reliance on intermediaries.


For Promoters

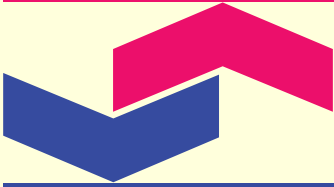
1. Serves as a platform to demonstrate transparency and compliance.
2. Enhances credibility and trust with potential buyers and investors.
3. Reflects a promoter's commitment to timely disclosures.

For Regulators

1. Improves public engagement and information dissemination.
2. Reduces the need for repeated queries or information requests.
3. Provides a uniform, up-to-date view of all registered projects.

Sample of One-Page Project Summary

Scan For Project Details				
Project Name: R**** S**** GUJRERA Reg. No.: PR/GJ/GANDHINAGAR/GANDHINAGAR/Gandhinagar Municipal Corporation/MAAxxxxxx/010125/xxxxxx Project Address: T.P. No. ***/*, F.P. ** Nr. R**** A*****, B/h Hotel H****, Z*****, Gandhinagar Taluka: Gandhinagar Dist.: Gandhinagar State: GUJARAT				
Project Type:- Mixed Development				
About Property:- Residential and Commercial (Mixed)				
Project Start Date:- 01-01-2024		Project End Date:- 31-12-2027		
Project Land Area:- 1295 Sq Mtrs		Carpet Area of Units (Range):- 13.55 Sq Mts - 79.78 Sq Mts		
Total Open Area:- 573.18 Sq Mtrs				
Total Covered Area:- 721.82 Sq Mtrs				
Plan Passing Authority:- Gandhinagar Municipal Corporation		Redevelopment Project:- YES/NO	Affordable Housing :- YES	
Common Amenities				
Garden Lift	Security Drinking Water Water Conservation Water Supply		Community Hall Fire Safety Road	
Type Details				
Unit Type	Block	Total Units	Booked Units as on 03/07/2025	Un-booked Units as on 03/07/2025
Shop	A+B	12	1	11
Flat	A+B	34	6	28
Promoter Details				
Promoter Name:- R**** Company	Promoter Type:- Company			
Office Address:- T.P. No. ***/B, F.P. ** Nr. R**** A*****, Z*****, Gandhinagar, GUJARAT.				
Partners:- 1 Partners details 2 Partners details				
Project Estimated Cost (Rs.): - 15,00,00,000		Percentage Loan Against Project Estimated Cost :- 0 %		
Compliance				
Total Quarterly Compliance Required:- 1	Total Complied Quarters:- 1		Total Quarterly Compliance Defaulted:- NIL	
Total Annual Compliance Required:- 1	Total Complied Annual Compliance:- NIL		Total Annual Compliance Defaulted:- NIL	
Collection Bank Details				
Bank Name:- R*** REALTY PROJECTS R**** S**** COL-LECTION A/C	A/c Number:- *****1717		IFSC Code:- UTIB0005292	
Construction Booking Status				
Block Name	Block Progress (%)	Common Amenities (%)		
A+B	0.00	0.00		
Status				
Type	Application Number		Date	



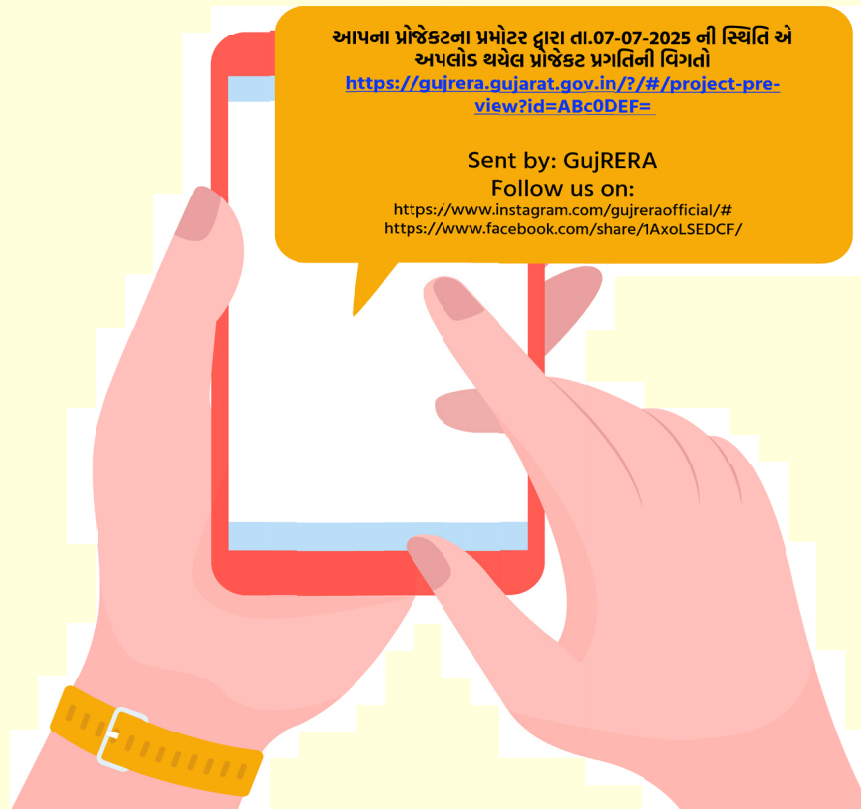
22. Gujarat RERA: Project Progress Updates Via SMS to Allottees

(A tech-based tool for enhancing RERA compliances)

Gujarat RERA's SMS Initiative for Project Progress Updates

Effective communication is the foundation of a healthier, more trustworthy property market. In line with its vision to promote transparency, accountability, and trust in the real estate sector, the Gujarat Real Estate Regulatory Authority (Gujarat RERA) has introduced a groundbreaking communication initiative: Project Progress Updates via SMS.

This initiative is more than a communication tool; it is a strategic step toward building lasting stakeholder confidence in Gujarat's real estate ecosystem. This system ensures that all registered allottees receive timely updates on the progress of their projects through a concise, accessible format delivered directly to their mobile phones.



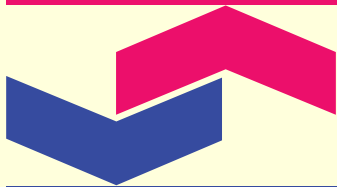
The One-Page Project Information System: Simplified Information for Buyers

Under the provisions of the Act, every time a promoter submits a Quarterly Progress Report (QPR) to Gujarat RERA. Under this initiative, allottees automatically receive an SMS containing a secure link. This link provides access to a one-page project progress summary of that quarter, designed to present key details in a simple, reader-friendly manner. It has the following main features:

1. **Concise Format:** A single-page document highlighting the latest updates.
2. **Direct Delivery:** Secure SMS link sent to all registered allottees.
3. **Regular Frequency:** Updates are synchronized with promoters' quarterly submissions, implying allottees receive an update each in the months of January, April, July and October every year until the project is completed.
4. **Ease of Access:** Information available anytime, anywhere, via mobile devices.
5. **Additional information:** A QR code is part of this information, which automatically takes the recipient to more detailed information through the dashboard of the promoter.
6. **Graphs:** Graphic representation of progress from one quarter to the next makes it easier for the buyer to understand progress.

Benefits of Enhancing Transparency Through Proactive Communication

1. **Bridging the Information Gap:** Traditionally, homebuyers often faced delays or inconsistencies in accessing project-related updates. Gujarat RERA's initiative addresses this issue by proactively sharing verified updates at regular intervals, directly sourced from the promoter's submissions.
2. **Empowering Buyers:** By providing easy access to official information, the system empowers allottees to:
 - Track project progress in real time.
 - Monitor compliance with regulatory requirements.
 - Stay informed without dependency on third-party or unofficial sources
3. **Building Trust and Confidence:** When homebuyers consistently receive official, transparent, and timely updates, it strengthens their trust in both the regulatory authority and the developer. This confidence is crucial in a sector often challenged by delays, uncertainties, and lack of clarity.
4. **Strengthening Regulatory Safeguards:** The initiative underlines Gujarat RERA's role as a protector of consumer interests, ensuring that developers remain accountable and buyers are never left in the dark about their investments.
5. **Accessibility:** By leveraging SMS communication and secure web links, Gujarat RERA ensures that even buyers with minimal digital literacy can stay updated without complications.



23. Gujarat RERA: Initiative For Comprehensive Communication & Awareness Campaign

Contract Awarded and Implementation Commenced

The Gujarat Real Estate Regulatory Authority (Gujarat RERA) has awarded the communication consultancy contract for the design, development, and execution of its communication and advocacy initiatives. The consultant agency has initiated the work and is now actively engaged in implementing a comprehensive awareness campaign across multiple platforms.

Objective of the Initiative

The primary objective of this initiative is to create greater awareness and understanding of the Real Estate (Regulation and Development) Act among all stakeholders, including:

1. Property buyers
2. Real estate developers
3. Real estate agents
4. Other allied stakeholders

Through systematic outreach, Gujarat RERA aims to strengthen transparency, accountability, and informed participation in the real estate sector.

Roll-Out of Communication Activities

As part of the first phase of implementation:

1. A comprehensive Communication Strategy has been developed for advocacy and communication including communication topics, target groups, focus areas, communication approach, objectives, phase-wise activities, modes of communication, other advocacy and communication activities (mass media, outreach campaigns, outdoor media activities, etc.) and special initiatives.
2. Social media handles have been initiated and activated across multiple platforms.
3. A one-pager information note has been circulated via SMS to all registered homebuyers, ensuring direct access to official updates.
4. Social media handles have been formally shared to enable stakeholders to receive authentic and timely information.



Multi-Platform Engagement

The campaign is leveraging a range of digital platforms to maximize reach and engagement, including:



- Facebook: @gujRERAofficial
- Instagram: @gujRERAofficial
- WhatsApp channel: Gujarat RERA
- YouTube channel: @gujRERAofficial

Overall Creative Approach

Creative awareness posts are being developed and disseminated across Gujarat RERA's official social media platforms on a regular basis. The creative material is both in form of static posts and short videos.

A list of communication topics has been prepared and creative posts are developed based on the same. Regular updates, informative content, and awareness materials are being shared in a structured manner as per the approved social media calendar. The overall approach is to develop content which is informative but at the same time it is engaging in nature. The idea is to get people interested in following these handles. At the same time it is ensured that all the communication materials maintain 100% accuracy as well as ensure no scope of ambiguity or mis-interpretation. Gujarat RERA has set up a robust system of vetting each and every communication material before approval for dissemination.

Important orders and relevant developments or instructions are also being shared using the social media networks.



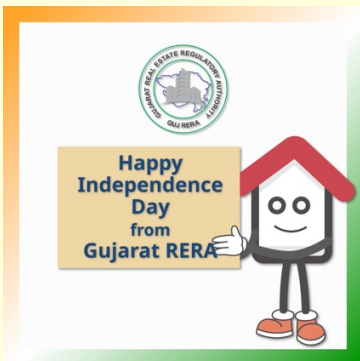
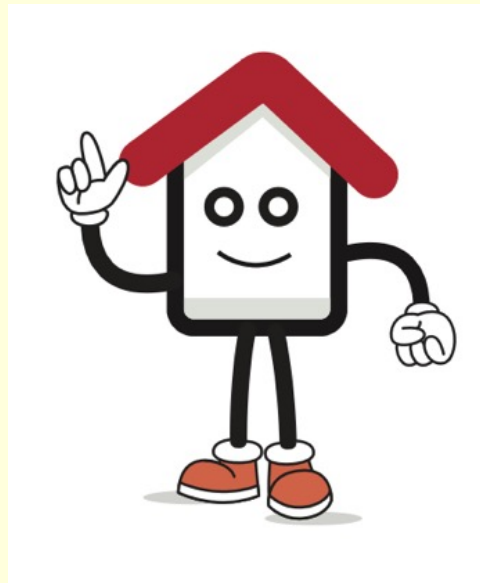
Creative Posts



Videos

Creation of Mascot

A special mascot has been developed to make the communication more engaging as well as to create an icon for all communication activities. The mascot is named RERA-G (word play for Rera ji). The mascot is used extensively for communication dissemination through creative posts and videos.



Creation of a Punchline

Gujarat RERA created a punch line to go with all its communication activities, which aptly captures the essence of RERA services.

The gujarati punchline is **રેરા છે, તો નિરાંત છે**; which means **रेरा है, तो सुकून है** in Hindi.

રેરા છે, તો નિરાંત છે.



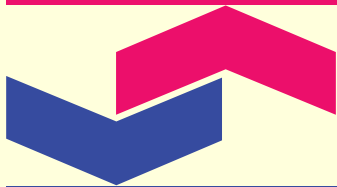
रेरा है, तो सुकून है



Commitment of Gujarat RERA

This initiative reaffirms Gujarat RERA's continued commitment to protecting the interests of property buyers and promoting fair practices in the real estate sector. By disseminating accurate, timely, and accessible information, Gujarat RERA seeks to empower stakeholders and strengthen confidence in the regulatory framework.





24. Rajasthan RERA: Use of Social Media for Awareness & Communication

Rajasthan RERA hired a professional social media agency for the purpose of awareness and communication related to RERA activities through digital media.

Objective

Build TRANSPARENCY & TRUST in real estate sector by educating home buyers and creating awareness about RERA.

Target Audience

The target audience for awareness through digital media was identified as follows:
Can show through graphic, if feasible.

Primary

1. Buyers (Residential & Commercial)
2. Promoters/Builders
3. Real Estate Agents

Secondary

1. Public at Large
2. Media

Content Coverage

Some of the key content areas for digital media awareness were identified as follows:

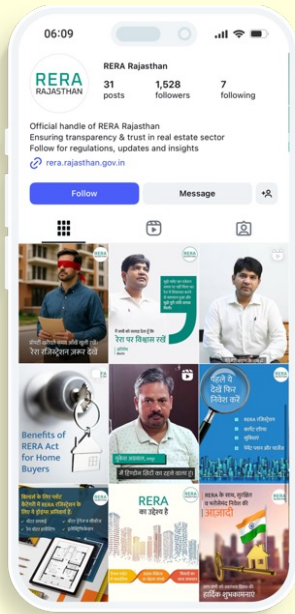
1. Awareness about Rajasthan RERA provisions and rights of home buyers
2. Legal/Compliance related info for Builders/Promoters
3. Complaint filing
4. Registration of projects under RERA
5. Beneficiary Testimonials
6. Other Educational snippets
7. Activities/Workshops by RERA Rajasthan
8. Any other related information

Social Media Activity

Social media activities were initiated from 1st July 2025 on two platforms viz. Instagram and Facebook in form of creatives, carousels and videos. Samples of different creations and some key statistics about the activities undertaken on different social media platforms has been provided herewith.

Instagram Activities

Handle : rera.rajasthan



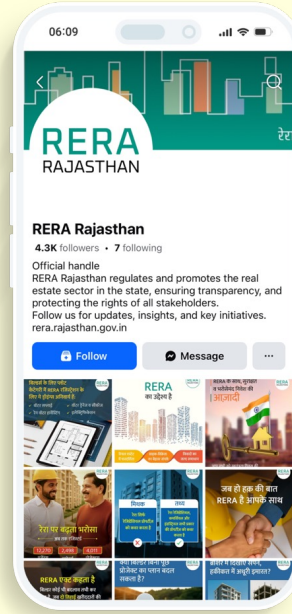
Followers
1560

Views
4.6 M

Interactions
35K

Reach
242K

Facebook Activities



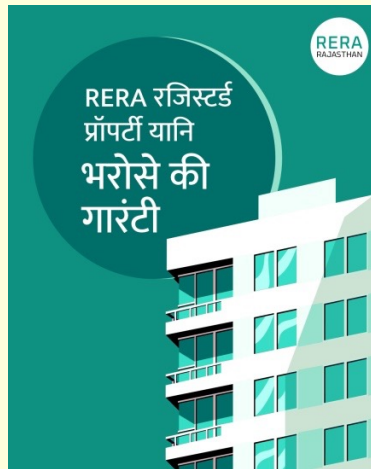
Followers
4,383

Views
1.28 M

Interactions
7.8K

Reach
532K

Social Media Creatives



Carousels

रेरा पर बढ़ता भरोसा
— अब तक रजिस्टर्ड —

12,270	2,498	4,011
एजेंट्स	प्रमोटरर्स	प्रोजेक्ट्स

11 अगस्त 2025 तक

पहले ये देखें फिर निवेश करें

- 1 RERA रजिस्ट्रेशन
- 2 कार्पेट एरिया
- 3 सुविधाएं
- 4 पेमेंट प्लान और चार्जज

क्या बिल्डर बिना पूछे प्रोजेक्ट का प्लान बदल सकता है?

RERA एक्ट कहता है
बिल्डर कोई भी बदलाव तभी कर सकता है, जब दो तिहाई खरीददारों की लिखित सहमति हो

जब हो हक़ की बात RERA है आपके साथ

Benefits of RERA Act for Home Buyers

Legal protection against real estate fraud

A clear mechanism for resolving disputes

Standardized definition of carpet area

Assurance of timely project completion

Fixed accountability of developers

Videos



Views
123.2K



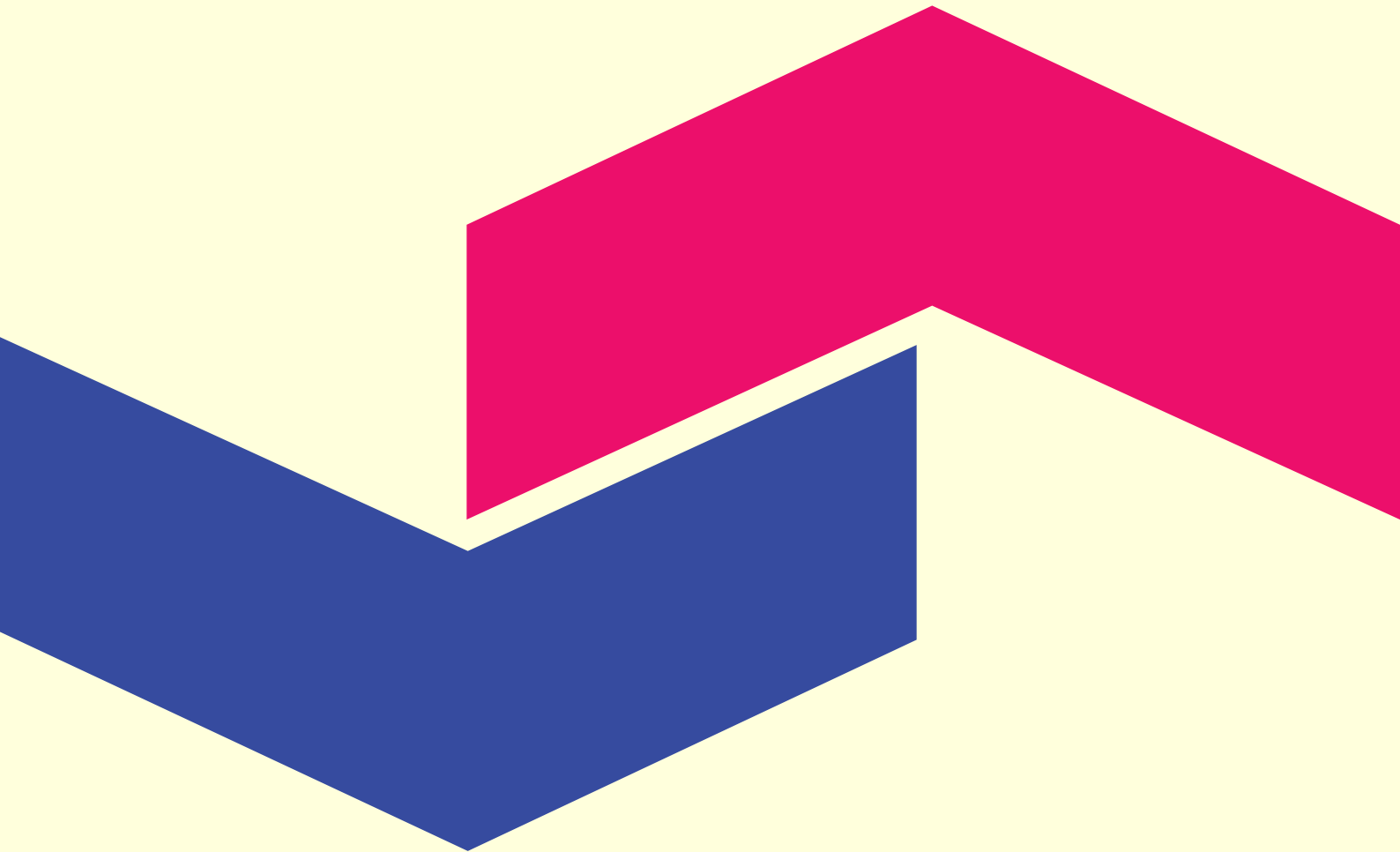
Views
275.7K

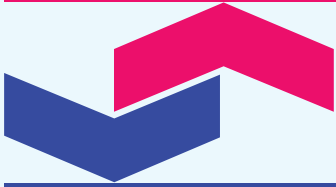
The social media platforms are quickly becoming popular and Rajasthan RERA hopes to reach a large audience across the State through this initiative in the coming months.



D

**RECENT
DEVELOPMENTS**





25. Impact of GST Reduction on Housing

Government of India gives a big boost to the construction industry with substantial GST reductions

Press Release by the Ministry of housing and urban Affairs

The GST rate cuts in various construction inputs, particularly Cement, will make housing more affordable, reduce infrastructure costs, strengthen MSMEs, and create jobs – fully aligned with the mission of Housing for All.

The measures will support Smart Cities, metro projects, and urban infrastructure by reducing material costs.

The steps will improve private investment in the construction sector.

Cement (28% to 18% GST)

1. Cement is one of the largest input costs (15-20% of building cost and 11% of cost of construction) in housing and infrastructure. Reduced GST will significantly bring down overall construction expenses.
2. Lower cement cost directly supports PMAY (Urban) and other urban infrastructure projects.
3. The cement industry is highly employment-intensive across mining, logistics, manufacturing, and distribution. Demand growth from lower prices will boost jobs in Cement plants and ancillary units, logistics, etc.
4. Reduced cement cost will improve the efficiency of public spending.

Cement Bonded Particle Boards, Jute Particle Boards, etc. (12% to 5% GST)

1. Particle boards are widely used in housing, prefab structures, and furniture. Lower GST makes them more competitive.
2. Jute boards support renewable, biodegradable materials, aligning with India's climate goals.
3. Cheaper boards will reduce finishing costs in both urban and rural housing projects.
4. A large share of the particle board industry is MSME-driven, and lower taxes will aid employment in semi-urban/rural clusters.

Marble & Granite Blocks (12% to 5%)

1. It will reduce the costs of flooring, tiling, and interiors, making housing more affordable.
2. India has a large natural stone sector; reduced GST will boost domestic competitiveness and reduce reliance on imports.
3. Marble and granite extraction & processing employ lakhs in Rajasthan, Gujarat, Karnataka, Andhra Pradesh – GST relief helps sustain these jobs.

Supply of Job Work for the manufacture of Bricks, which attracts 5% GST. (12% to 5%) Sand Lime Bricks (12% to 5%)

1. Supply of job work in relation to the manufacture of all kinds of bricks is also being reduced from 12% to 5%.
2. Expected to reduce the cost of manufacturing of bricks which are an essential input to construction activities.
3. Bricks are basic to all housing, especially in rural & low-cost segments. Lower GST will make the construction of small houses cheaper.
4. Bricks are basic to all housing, especially in rural & low-cost segments. Lower GST will make the construction of small houses cheaper.
5. Brick kilns are mostly run by MSMEs. GST reduction will boost the demand, ease their compliance burden and reduce working capital needs.
6. Reduced brick manufacturing prices directly translate to faster adoption of pucca housing in urban and rural areas.
7. GST is being cut for Sand-lime bricks from 12% to 5%. Sand lime bricks offer several technical advantages over traditional red bricks. It will make them more affordable.

Services by way of treatment of effluents by a Common Effluent Treatment Plant will be reduced from 12% to 5%.

1. Tax reduction on CETPs will encourage industries to adopt centralized waste treatment solutions, leading to a pollution-free environment and promoting sustainable development across industrial regions.
2. It will help municipal corporations adopt clean energy solutions for waste management.
3. The rate cuts will stimulate green jobs in waste segregation, plant operations, and maintenance.

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