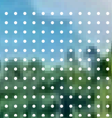

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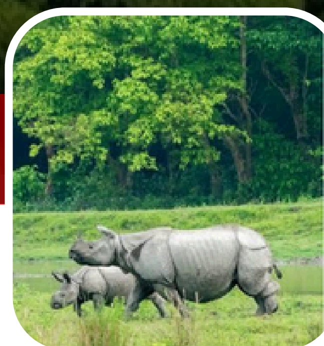

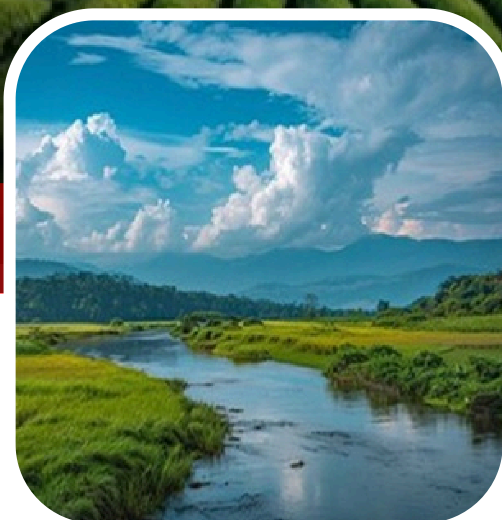

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Chairman's Message

It is my proud privilege to present the 4th issue of our E-Journal. We are delighted to share that the Journal is receiving an overwhelming response from all RERAs and other stakeholders. Feedback indicates that the judgments and orders featured in this edition are proving highly useful to Authorities, and the Journal continues to serve as an effective platform for sharing recent initiatives undertaken by various RERAs with Chairpersons, Members, Officers, and staff across the country.

We are also pleased to inform that the Journal is now being shared with other key stakeholders, most notably the Ministry of Housing and Urban Affairs, Government of India. Within a short span of time, it has emerged as an important tool for capacity building and information dissemination in the sector.

I extend my warm wishes to all readers—Chairpersons, Members, Officers, and staff of every Authority—for a happy, fulfilling, and productive New Year ahead.

2.1 Rajnesh Sharma vs M/S Business Park Town Planners Ltd Civil Appeal No. 3988 of 2023.

Link: 2025 INSC 1149.

Background

The matter arose as a result of appeal against the order of NCDRC disposing off the consumer complaint lodged before it by the appellant. During the course of hearing before the NCDRC, learned counsel for the respondent offered to repay the principal amount with 9% simple interest per annum. This weighed with the NCDRC, and it ordered accordingly without going into the merits of the case. The impugned order nowhere recorded that the appellant accepted such an offer. However, the NCDRC disposed of the matter merely based on the offer made by the counsel for the respondent.

Issue

The Hon'ble Supreme Court observed that law is well settled that the amount of interest should be reasonable. However, what is reasonable varies from case to case. The same is to be granted considering the facts and circumstances of each case. The series of judgments cited by the respondent to buttress its argument that this Court has consistently granted interest @ 9% p.a. will make no difference to the decision in this list, as all the said cases were decided in light of the peculiar facts of each case.

Keeping in mind the overall conduct of the respondent: the delay caused by it in offering the plot, the fact that the respondent charged the appellant delay compensation @ 18% p.a. on the due amount, and the long wait that the appellant had to endure over a period of a decade, causing harassment and anxiety, which are writ large. The Court therefore observed that we find that this is an appropriate case where refund of the principal amount with interest @ 9% p.a., as awarded by the NCDRC, will not serve the ends of justice.

Decision

In view of the conduct of the respondent, it cannot be permitted to escape with a nominal liability for its default, while it charged interest @ 18% on default committed by the appellant. Although, the rate of interest charged by the builder cannot be granted to the buyer as a rule of thumb, however, in the present case, equity and fairness demands that the respondent be put to the same rigours for charging 18% interest and face consequences similar to those imposed on the appellant for default committed by him. If we hold otherwise, we will be perpetuating a manifestly wrong bargain.

We, therefore, substitute the rate of interest awarded by the NCDRC and increase it from 9% to 18% per annum, while keeping the other terms intact. Respondent shall refund the requisite amount within a period of two months from date.

2.2 RAJENDRA KUMAR BARJATYA AND ANOTHER VERSUS U.P. AVAS EVAM VIKAS PARISHAD & ORS. CIVIL APPEAL NO. 14604 OF 2024 (Arising out of SLP (C) No.36440 of 2014) and CIVIL APPEAL NO. 14605 OF 2024 (Arising out of SLP (C) No.1184 of 2015).

Link: 2024 INSC 990

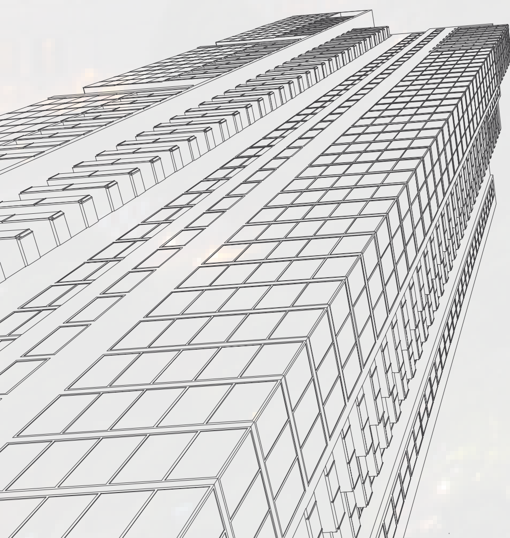
Issue

Demolition of illegal construction on a plot developed by the UP Avas Avam Vikas Parishad.

Decision

Held that there cannot be any estoppel against law. The lapses on the part of the authorities will not vest any person with a right to put up construction without planning approval and in violation of the conditions regarding usage. However, the fact that the notices issued by the authorities between 1990 to 2013 did not culminate into demolition, would speak volumes about the lackadaisical attitude of the authorities and that also smacks of collusion with the violators. Therefore, the fact that the building has stood over 24 years will not clothe the appellants with any right in law and hence we do not find any force in the contentions of the counsel for the appellants alleging delay and latches.

Hon'ble Supreme Court issued supplementary directions on procedure to be followed for executing demolitions.



2.3 Commissioner of Service Tax, New Delhi v. M/s Elegant Developers, CIVIL APPEAL NO(S). 11744 – 11745 OF 2025 Supreme Court.

Link: Indiakanoon.org/doc/59338168

Background

The tax department alleged that Elegant Developers provided taxable "real estate agent" services to SICCL in connection with the acquisition and development of land in various states. Respondent's however, maintained that its dealings with SICCL were for the outright purchase and sale of land and did not involve any consultancy or brokerage.

Decision

The sale of immovable property is not a "service" and therefore not subject to service tax. The court dismissed the Commissioner's appeal, upholding a previous decision by the CESTAT that overturned a tax demand of over ₹10 crore against M/s Elegant Developers. The Supreme Court determined that the company's activities were outright sales of land, not taxable "real estate agent" services, as the company profited from the difference between buying and selling prices, not from commission or consultancy fees.

The Supreme Court found that the company's earnings came from the profit margin on the sale of land, not a commission. It noted that the activity involved the transfer of title in land by way of sale, which is excluded from the definition of "service" under the Finance Act, 1994. The court also rejected the department's claim of suppression of facts, as all transactions were properly documented. Therefore, the Supreme Court upheld the CESTAT's 2019 order, canceling the tax demand against Elegant Developers and reinforcing that a simple sale of immovable property cannot be taxed as a service.

2.4 Wadhwa Group Housing Private Limited ("appellant") versus Mr. Vijay Choksi and SSS Escatics Private Limited. The High Court Bombay

Background

Under the terms of Regulation 33(10) of the Development Control Regulations, 1991, respondent no. 2, SSS Escatics Pvt. Ltd, initiated a project called "The Nest" on land bearing CTS No. 196 (Part), located at Ganesh Chowk, Bhavans Camp, DN Nagar, Andheri (West), Mumbai, as part of a Slum Rehabilitation Scheme. Respondent no. 2 and the appellant signed a Joint Development Agreement in which they committed to working together to develop the project. In accordance with the aforementioned Joint Development Agreement, appellant and respondent no. 2 divided the built-up area for sale to customers.

Respondent no. 1 reserved a 2,385 square feet three-bedroom apartment in the project for the agreed upon sum of ₹ 2,65,35,000. A sum of ₹1,20,00,000 was paid by respondent no. 1 as partial consideration following which a Letter of Allotment was issued by respondent no.2. The project was an ongoing project on the date of enforcement of RERA and was therefore registered by the respondent no.2 under Section 3 of the RERA. The appellant was also declared as a "Promoter" of the project.

Respondent no. 1 contended that the stated date of completion was unilaterally and unauthorizedly changed to March 31, 2020. Furthermore, respondent no. 1 contended that, although the area of the flat he had reserved was 2,385 square feet, an incorrect area was shown on the Maharashtra Real Estate Regulatory Authority website. Respondent no. 1 filed a complaint with the Maharashtra Real Estate Regulatory Authority in accordance with Sections 12 and 18 of the Real Estate (Regulation and Development) Act, 2016 requesting a refund of ₹2,62,35,056 along with interest, costs, and compensation.

Issues

The following substantial questions of law were framed for the Hon'ble Court to decide:

- Whether a promoter who has not received any consideration from an allottee can be made liable for giving refund with interest under Section 18 of the Real Estate (Regulation and Development) Act, 2016?
- Whether on account of non-decision of the point about the liability of the appellant to refund the amount by the Maharashtra Real Estate Regulatory Authority Appellate Tribunal, an order of remand is warranted?

Decision

- if the party decides to continue with the joint venture after Real Estate (Regulation and Development) Act, 2016 comes into force, they must accept the responsibility as a promoter. They can leave the joint venture before the project is registered if they wish to absolve themselves of any liability as a promoter. Therefore, when an investor such as the appellant decides to maintain their involvement in the joint venture, they do so with full knowledge and are subsequently officially registered with Maharashtra Real Estate Regulatory Authority as the promoter of the project. In doing so, it accepts all of the liabilities together with its joint venture partner. It can no longer be asserted that the joint venture exists solely for the purpose of profit sharing and not for the purpose of liability sharing.
- As a result, the promoter is obligated by Section 18(1)(b) to compensate the flat purchaser for the money they were paid. The second respondent, who is the other promoter, and the appellant are both jointly accountable for the money to be refunded because they fall under the description of "promoter."
- The objective behind enactment of Real Estate (Regulation and Development) Act, 2016 must be borne in mind. If this narrow interpretation of Section 18 is approved, developers would then have the authority to intentionally accept payments into one promoter's account and then use the other promoters' fictitious claim that they are not liable for those payments to escape paying interest or receiving a refund.
- RERA is applicable to ongoing projects as well. Therefore, in determining the joint liability of promoters under Section 18, the account in which funds are received is irrelevant.
- The argument put forth by the appellant regarding the lack of privity of contract between it and the complainant is completely erroneous. According to the definition of "promoter" in Section 2(zk) of the Real Estate (Regulation and Development) Act, 2016, even individuals or organisations that a flat buyer does not enter into a contract with are covered by the definition. Consequently, an agreement between each promoter and the buyer of the unit is not required. The issue is one of indoor management between the promoters. The buyer of the flat is not expected to be aware of the specifics of the agreements reached between more than one promoter.
- Regardless of whether they have a contractual relationship with each other or not, all promoters become jointly accountable with respect to flat purchasers who make claims regarding real estate projects. This is the scheme of the said Act and a promoter is not released from their obligations under it just because they do not have a contract with them.

Throwing light on Explanation to Section 2(zk), the Hon'ble Court observed that the Section defines "Promoters" and holds them jointly liable for the duties and obligations outlined in RERA or the Rules and Regulations made thereunder. This includes anyone who builds or converts a building into apartments or develops a plot for sale. Moreover, the appellant's name was registered as "Promoter" at the time the project was registered. Therefore, the appellant cannot deny that it is the promoter of the project.

The appellant's obligations and liabilities under the RERA, its Rules and Regulations will not be released simply because the aforementioned flat is part of the second respondent's share as stipulated in the Joint Development Agreement. This is so because the said Act does not limit or define the responsibilities of various promoters in different areas. For all purposes under RERA, its Rules, and Regulations, the liability is joint.

2.5 Pooja Constructions Vs Secretary Kerala Uranma Devaswom Board, High Court of Kerala Miscellaneous Second Appeal filed under Section 58 of the Real Estate (Regulation and Development Act) 2016

Background

This Miscellaneous Second Appeal is filed by the appellant- builder challenging the Order of the Kerala Real Estate Regulatory Authority (for short 'the K-RERA') dated 18.09.2023 holding that the appellant is the sole promoter of the project "Pooja Arcade" and directing the appellant to register the said project before the K-RERA under Section 3 of the RERA within 15 days from the date of receipt of the order, failing which, the K-RERA shall be constrained to initiate proceedings under Section 59 of the RERA, which is confirmed by the Kerala Real Estate Appellate Tribunal (for short 'the Tribunal,') as per order dated 29.05.2024.

Issues

1. Whether the term "person causes to be constructed" used in the definition of "promoter" as per Section 2 (zk) of the RERA includes landowners?

2. Whether the Explanation to the definition of 'promoter' as per Section 2(zk) of the RERA a landowner is also to be treated as a promoter for all the functions and duties under the RERA?

3. Whether the landowners are also liable to be treated as a co- promoter for the purpose of registration of real estate projects under Section 3 of the RERA?

Decision

On analyzing the facts available in the case on hand, the Court was of the view that the respondents have no role in the process of development of the project. On going through Ext.B9, it is seen that there is no provision indicating any kind of role for the landowners in the matter of construction and development. The landowners do not share any profit or loss out of the Project. The Project is fully under the control of the appellant. The landowners do not have any say in the development and construction of the project. The landowners have no obligation to the allottees of the apartments, apart from obtaining the required Permits and Plans and executing the required Sale Deeds. Ext.B9 Agreement entered into between the appellant and the respondent is not a joint venture agreement.

From the terms of the agreement, it is clear that the respondents are parting their lands for a fixed consideration. They accept a part of their consideration in kind as completed apartments in the constructed project. Their consideration is clearly specified and limited irrespective of the profit or loss of the project. Acceptance of consideration in kind, cannot be termed as participation in the construction and development of the Project. They remain only as landowners and do not promote or develop the Project in any way. So, on the facts of the case, it could not be said that they are also promoters of the project.

The question in the present appeal is whether the term 'promoter' in Sections 3 and 4 dealing with registration of the real estate project is inclusive of the landowner. There are indications in Sections 3 and 4 itself that the term 'promoter' used therein does not include landowner. The above provision mandates the promoter to submit a Declaration if the land is owned by another person. There is no requirement for the landowner to give any kind of declaration. The above provision clearly indicates that the promoter mentioned in Sections 3 and 4 and the landowner are separate and distinct persons, and the term promoter used in Sections 3 and 4 does not include the landowner.

The aforesaid statutory provisions make it abundantly clear that the Application for registration of the Real Estate Project under Sections 3 and 4 of the RERA is to be submitted by the Promoter/s alone who do not include the land owner. There is no provision mandating the Landowner to submit any Application or document directly to the Authority for registration of the Project. Even in the case of a Joint Venture Agreement, the landowner need not join with the promoter for registering the real estate project as per Sections 3 and 4.

The Tribunal addressed and answered the contention of the appellant that if the landowners are not made liable as co- promoters, they will not turn up to discharge their functions of executing sale deeds. In view of Explanation to Sub Clause (vi) of S.2(zk) of the RERA, the landowners will have to be deemed as a promoter for the specified functions of the landowner under the Act. The registration under S.3 is a function to be performed by the promoter and not the landowner because registration is not a specified function that the landowner has to perform. In view of Explanation Sub Clause (vi) of S.2(zk), if a person who provided land for the development process as the landowner is different from the person who actually developed the project, the landowner also will have to be deemed as a promoter not for all legal and practical purposes, but only for the specified functions of the landowner under the Act. S.17 of the RERA which provides for specified functions of the landowner to execute conveyance deed in favour of the allottees. A reading of S.17 of the RERA along with the Explanation to Sub Clause (vi) of S.2(zk) will clearly show that for the purpose of executing sale deed in favour of the allottees, landowner will have to be deemed as a promoter. This does not mean that for all purposes or for all functions, or for all liabilities under the Act, the landowner can be treated as a promoter. The law is very clear that landowners' liability or function must be for the limited functions specified under the law. For all other liabilities and functions than those specifically mentioned in the case of landowner, the liability must be that of the promoter who developed the project.

The liability of the respondents herein as landowners must be only as landowners to discharge their functions under S.17 of the Act and also the other specified functions as landowners and not for other liabilities and functions in the development process. Such liabilities and functions must be that of the promoter who developed the project. Just because the law has imposed certain specified functions of the landowner under a deeming provision, it cannot be said that the landowner must be liable for all other functions. In the case on hand, the respondents have only provided the land for consideration, and they have no role at all in the process of development. These findings of the Tribunal are well founded, do not require any interference and hence they are affirmed.

2.6 Manju Rakesh Vs. State of Up and Ors. And Ritu Kumar and Ors. Vs. State of Uttar Pradesh and Ors. And Vivek Logani and Ors. Vs. State of Up and Ors. HIGH COURT OF ALLAHABAD. Writ C Nos. 38488 of 2024, 38495 of 2024 and 38521 of 2024, Decided On: 09.01.2025.

Background

The petitioners/home buyers claim to have been allotted residential flats in project Knights Court - Jaypee Greens Wish Town, Sector-128, Noida, Uttar Pradesh developed by Builder-Respondent no.3/Jaiprakash Associates Ltd. Aggrieved by the delay in completion of the project and handing over of possession of the flats in question, the petitioners in Writ- C No. 38488 and Writ-C No. 38521 of 2024, filed complaints before the Uttar Pradesh Real Estate Regulatory Authority1, which were allowed in terms of the orders dated 6.5.2019, with a direction to respondent no.3 to handover possession within a period of 45 days from the date of the order, and in case it was unable to do so, to refund the amount deposited together with interest. It is stated that respondent no.3-Builder neither handed over possession of the residential flats in question, nor refunded the amount, hence, in regard to the petitioners in Writ-C No. 38488 and Writ-C No. 38521 of 2024, recovery certificates, bearing dates 18.12.2020 and 10.1.2020 were issued by the UPRERA.

Issue

The petitioners in Writ-C No. 38488 and Writ-C No. 38521 of 2024 have sought quashing of the orders dated 6.5.2019 passed by the Respondent no.2/UPRERA to the extent it directs refund of the amount which, according to the petitioners, were never sought by them. The petitioners in Writ-C No. 38495 of 2024, have similarly prayed for quashing of the order dated 27.7.2021 passed by the UPRERA, on their complaint, to the extent a direction for refund of the amount had been issued. Further prayer has been made in all the three writ petitions for quashing and setting aside decisions dated 30.08.2024, 27.09.2024, 25.10.2024 and Note on offer of possession issued by the Resolution Professional of Respondent no.3/Builder. Also a similar prayer has been made in all the three writ petitions to direct Respondent no.3/Builder through its Resolution Professional to immediately offer possession of the respective residential units to the Petitioners.

Decision

It is not in dispute that the order dated 6.5.2019 passed by the UPRERA was on the complaint made by the petitioners and in terms of the said order, a direction was issued to handover possession of the residential units within a stipulated period of time, and in case of failure to do so, to refund the amount. The recovery certificate was issued consequent to the aforesaid order and it was in view of the consent accorded by the petitioners in furtherance of the agreement entered into between the Builder and the Association of Home Buyers that the recovery certificate was directed to be kept in abeyance. The challenge which is now sought to be raised against the order dated 6.5.2019, that the order directs the refund of the amount, appears to be an afterthought and cannot be entertained at this belated stage in a writ petition, bypassing the statutory alternative remedy of an appeal under the Act, 2016.

Insofar as the other prayers, including the relief sought for setting aside the decisions dated 30.8.2024, 27.9.2024 and 25.10.2024, which are essentially the minutes of the meetings of COC, also cannot be entertained at this stage. This would be particularly for the reason that the record of the meetings are indicative of the deliberations between the parties with no final decision having been arrived with regard to the resolution plan, which would be required to be approved by the Adjudicating Authority. Moreover, it is not disputed that the home buyers including the petitioners, are duly represented by their authorized representative in the meetings of COC with the RP, and the claims put forward on behalf of the home buyers are being considered and final conclusion is yet to be arrived at. It is also not disputed that the petitioners along with other home buyers, as financial creditors, have duly submitted their claims before the RP, in the ongoing Corporate Insolvency Resolution Process.

The importance of concluding CIRP proceedings has been emphasized by the Supreme Court in Mohammed Enterprises (Tanzania) Ltd. vs. Farooq Ali Khan and others MANU/SC/0024/2025 wherein, while entertaining appeals against a judgment of the High Court exercising power of judicial review interdicting Corporate Insolvency Process, it was observed that an unjustified interference with the proceedings initiated under the Insolvency and Bankruptcy Code-20169, breaches the discipline of law. It was further stated that the IBC, being a complete Code in itself, exercise of supervisory and judicial review powers by the High Court would demand a rigorous scrutiny of judicious application.

A similar view had been taken in an earlier decision in Committee of Creditors of KSK Mahanadi Power Co. Ltd. vs. Uttar Pradesh Power Corporation Ltd. and others MANU/SCOR/116714/2024, where the Supreme Court underlined the importance of concluding the CIRP and took exception to the High Court deferring a CIRP in exercise
of powers under Article 226 of the Constitution.

In view of the aforesaid legal position, we are of the opinion that the Insolvency and Bankruptcy Code, being a complete Code in itself, with sufficient checks and balances remedial avenues and appeals, any interference by the High Court in exercise of its extraordinary powers under Article 226 of the Constitution, which may have the effect interdicting the CIRP, would not be permissible as a matter of course. Having regard to the aforesaid and in particular, taking note of the fact that the petitioners have already filed their claims in the pending CIRP proceedings, we are not inclined to entertain the writ petitions, in respect of the reliefs sought, at this stage.

2.7 Mantri Developers Pvt. Ltd VS Snil Pathiyam Veetil & Others. WP no. 17821/2025. High Court of Karnataka: 31/10/2025.

Issue

The respondents who are homebuyers approached the Real Estate Regulatory Authority ('RERA' for short) seeking certain relief. The RERA passed an order granting certain benefits to the respondents on 30-06-2023 and 03-08-2023 respectively. In order to enforce the orders, the respondents approached the Civil Court seeking execution of the said order by registering different execution petitions. Before the Executing Court, the petitioner files an application invoking Section 47 of the CPC to terminate the execution proceedings on the score of lack of jurisdiction to execute the decree or the order passed by RERA. The said applications were rejected by the concerned Court, which has led the petitioner to this Court, in all these petitions.

Decision

Section 40 deals with recovery of interest or penalty or compensation and enforcement of an order, inter alia. Section 40(1) clearly indicates that, it is recoverable from such promoter or an allottee or a real estate agent, in such manner as may be prescribed as arrears of land revenue. Section 79 of the RERA Act. That scheme of the Act, 2016 provides an in-built mechanism and any order passed on a complaint by the Authority under Section 31 is appealable before the Tribunal under Section 43(5) and further in appeal to the High Court under Section 58 of the Act on one or more ground specified under Section 100 of the Civil Procedure Code, 1908, if any manifest error is left by the Authority either in computation or in the amount refundable to the allottee/homebuyer, is open to be considered at the appellate stage on the complaint made by the person aggrieved.

In view of the remedial mechanism provided under the scheme of the 2016 Act, in our considered view, the power of delegation under Section 81 of the Act by the Authority to one of its member for deciding applications/complaints under Section 31 of the Act is not only well defined but expressly permissible and that cannot be said to be dehors the mandate of law. The submission of the appellants/promoters is that under Section 40(1) of the Act only the interest or penalty imposed by the Authority can be recovered as arrears of land revenue and no recovery certificate for the principal amount as determined by the Authority can be issued. If we examine the scheme of the Act, the power of Authority to direct the refund of the principal amount is explicit in Section 18 and the interest that is payable is on the principal amount in other words, there is no interest in the absence of a principal amount being determined by the competent authority. Further, the statute as such is read to mean that the principal sum with interest has become a composite amount quantified upon to be recovered as arrears of land revenue under Section 40(1) of the Act.

It is settled principle of law that if the plain interpretation does not fulfil the mandate and object of the Act, this Court has to interpret the law in consonance with the spirit and purpose of the statute. There is indeed a visible inconsistency in the powers of the Authority regarding refund of the amount received by the promoter and the provision of law in Section 18 and the text of the provision by which such refund can be referred under Section 40(1). While harmonising the construction of the scheme of the Act with the right of recovery as mandated in Section 40(1) of the Act keeping in mind the intention of the legislature to provide for a speedy recovery of the amount invested by the allottee along with the interest incurred thereon is self-explanatory. However, if Section 40(1) is strictly construed and it is understood to mean that only penalty and interest on the principal amount are recoverable as arrears of land revenue, it would defeat the basic purpose of the Act.

The pivotal question now would be, whether an rendered by RERA or its Appellate Tribunal may, in the contemplation of law, be regarded as a decree within the meaning ascribed to the expression under the CPC. Sub-section (2) section 2 of the CPC defines a decree as a formal
expression of an adjudication made by a competent Civil Court, conclusively determining the rights of the parties to the lis. Order XXI of the code in turn, delineates the procedure for execution of such decree. An order passed by RERA however, cannot by any stretch of legal interpretation be equated with a decree, so as to invite execution created under the machinery of Order XXI. The Act itself prescribes a distinct and self contained mode of enforcement - the recovery be effected as, arrears of land revenue from the defaulting promoter or allottee. It is settled principle of procedure that recovery of land revenue cannot be pursued through an execution petition before a civil Court, it lies within the province of the jurisdictional Revenue Authority, ordinarily the Tahsildar.

In the definition of the 'decree' three words are important namely adjudication, court and suit. The use of the said words conclusively show that adjudication by the court in a suit only results in a decree. It is also necessary to note that the suit commences with a plaint and ends when a judgement and order is pronounced which culminates into a decree. The decision or the order of the Appellate Tribunal or that of R.E.R.A. do not conform to any of the above requirements of a decree as defined in Section 2(2) C.P.C.

The definition of a 'decree' contained in the above provision brings-forth the three essential conditions viz. (i) the adjudication must be in a suit; (ii) the suit must start with a plaint and end in a decree; and (iii) the adjudication must be formal and final by the court. The proceedings before the R.E.R.A. are not in the nature of a suit instituted by filing a plaint rather on a complaint. Accordingly, proceedings before the R.E.R.A. cannot be termed as a suit. Thus the decision or order of R.E.R.A. or by the Appellate Tribunal on an appeal arising out of such proceedings would not be a decree within the meaning of Section 2(2) C.P.C.

2.8 Mansi Brar Fernandes Vs Shubham Sharma SC CIVIL APPEAL NO. 3826 OF 2020

Brief Facts

The appellant (Mansi Brar Fernandes) and Respondent No. 2 (Gayatri Infra Planner Pvt. Ltd) had entered into a Memorandum of Understanding (MoU) dated 06.04.2016 which a buy back agreement for four flats in Gayatri Life at Plot No. 1F, Sector 16, Greater Noida (West), Uttar Pradesh. She paid a sum of Rs.35,00,000/- via cheque towards part consideration, and the MoU included a 7 buy-back clause exercisable solely at the discretion of the Corporate Debtor. If the buy-back option was not exercised, the appellant was entitled to receive possession of the flats without payment of any additional amount.

Decision

Despite the MoU having been extended twice (first on 07.04.2017 and second on 07.10.2017), neither flats were delivered, nor payment made; and post-dated cheques worth Rs.1 crore handed over by the Corporate Debtor, were returned dishonoured upon presentation. The appellant thereafter initiated section 7 IBC proceedings in the capacity as an allottee / Financial Creditor, before the National Company Law Tribunal, New Delhi6, besides initiating the proceedings under Section 138 of the Negotiable Instruments Act, 18817. The NCLT issued notice to the Corporate Debtor and after detailed arguments, admitted the application vide order dated 02.01.2020.

Challenging the same, Respondent No. 1 preferred an appeal before the NCLAT, which allowed the appeal and set aside the CIRP proceedings initiated by the appellant against the Corporate Debtor, by the first impugned order. 7.

- RERA remains the primary forum for redressal of homebuyers' grievances;
- The IBC is a forum of last resort, intended to secure revival and completion of viable projects, not to serve as a debt recovery mechanism; and
- Consumer forums should confine themselves to adjudicating individual service deficiencies, thereby avoiding conflicting or overlapping orders across multiple fora.
- The Court further noted that remedies under RERA and the Consumer Protection Act are additional, not exclusive. Both statutes operate alongside the IBC, but with distinct purposes: RERA protects individual investors by enforcing compliance with project obligations, while the IBC operates in rem to revive the corporate debtor and maximise value for all stakeholders.
- States shall ensure that RERA authorities are adequately staffed with infrastructure, experts, and resources. At least one member of every RERA must be a legal expert or consumer advocate with proven expertise in real estate field. RERAs must conduct thorough diligence before granting approval to any project. Failure to do so, resulting in miscarriage of justice, shall amount to an error unpardonable in law and may invite strict intervention by this Court.
- Resolution of real estate insolvency should, as a rule, proceed on a project specific basis rather than the entire corporate debtor, unless circumstances justify otherwise.
- The Union Government shall consider establishing a revival fund under NARCL25 or expanding the SWAMIH26 Fund, to provide bridge financing for stressed projects undergoing CIRP, thereby preventing liquidation of viable projects and safeguarding homebuyer interests.
- In projects at nascent stages, such as where land is yet to be acquired or construction has not commenced, proceeds from allottees shall be placed in an escrow account and disbursed in phases aligned with project progress, as per a RERA-sanctioned SOP. Every RERA shall devise such SOPs within six months from today.
- The Union Government should undertake a consultative exercise to bring about uniformity in RERA Rules across States, to remove ambiguity and fill lacunae in what is otherwise a watershed legislation.
- Collaboration with Indian think tanks and academic institutions should be strengthened to build indigenous capacity for sectoral restructuring. This has the potential to improve India's ease of doing business and accelerate economic growth.

The Union Government may also consider establishing a body corporate, on the lines of NARCL or otherwise, promoted by real estate/ construction-focused PSUs or through Public-Private Partnerships, to identify, take over, and complete stalled projects under the IBC framework. Unsold inventory from such projects could be utilized towards affordable housing schemes like PMAY or for Government quarters, thereby addressing both the housing shortage and revival of sick projects.

RERA ORDERS

3. 1 Gujrat RERA: Rajkamal Saha & others vs M/s. Piramal Capital and Housing Finance ltd. & others. 29/10/2025

Background

The Floris-41 case concerned a residential project in Ahmedabad where several homebuyers discovered that the promoter had secretly mortgaged the entire project to Dewan Housing Finance Limited (DHFL), later taken over by Piramal Capital, even after selling multiple flats to allottees. Without informing buyers or obtaining their consent, the promoter took a ₹15-crore project loan, defaulted on repayment, and concealed the mortgage details from both the allottees and GujRERA.

Despite the project's completion and the formation of a cooperative housing society, the promoter failed to transfer maintenance deposits, complete promised amenities, or hand over control to the association. DHFL, on its part, was found to have disbursed the majority of the loan without verifying whether the units were already sold or booked, and without ensuring disclosure of the mortgage in public or revenue records. This lack of due diligence and oversight contributed to endangering the rights of genuine homebuyers.

The promoters' acts of concealment and the financier's negligent conduct together created serious risks for allottees' ownership and title, prompting GujRERA to intervene decisively to uphold buyer protection, enforce transparency, and reaffirm the primacy of RERA over conflicting financial recovery laws.

Issues

- Whether the promoter violated Section 11(4)(h) of the RERA Act by mortgaging units already sold or allotted to homebuyers without their consent or disclosure.
- Whether such a mortgage/charge in favor of DHFL/Piramal Capital is valid or enforceable against allottees who have registered sale deeds and possession.
- Whether the lender (DHFL/Piramal) exercised adequate due diligence before granting a ₹15-crore project loan and accepting the project as security.

- Whether RERA has overriding effect over the SARFAESI Act and other financial recovery laws when the rights of allottees clash with the claims of lenders.
- Whether the promoter violated statutory disclosure obligations under Sections 4 and 11 by concealing the mortgage and failing to hand over maintenance deposits and management to the association of allottees.

Legal Provisions & Principles Applied

(I) Section 11(4)(h), Real Estate (Regulation and Development) Act, 2016
Promoter cannot create a mortgage or charge on a unit after executing an agreement for sale. If created, such a charge shall not affect the rights and interest of the allottee.
b. Sections 4 & 11 – Disclosure Obligations
Promoters must disclose all encumbrances, mortgages, financial liabilities at the time of registration and throughout the project lifecycle.
c. Section 89 – Overriding Effect of RERA
RERA overrides all inconsistent laws.
d. Supreme Court Precedent: Union Bank of India v. Rajasthan RERA (2022)
In a conflict between RERA and SARFAESI, RERA shall prevail. Lenders cannot dispossess allottees without following RERA protections.
e. General Principles of Due Diligence for Financial Institutions
Lenders must verify title, check for prior agreements, and ensure no third-party rights exist before disbursing loans.

Analysis By Gujrat RERA

a. Promoter's Conduct

- Promoter took a ₹15-crore loan by mortgaging the entire project. Mortgage was created after several flats were already sold, violating Section 11(4)(h). Promoter intentionally concealed the mortgage from Allottees, GujRERA, and Revenue/public records;
- Promoter failed to transfer Maintenance deposits, Project management, Promised amenities, to the registered association.
  This amounted to fraudulent concealment and breach of statutory obligations.

b. Lender's Conduct (DHFL/Piramal Capital)

- Disbursed most of the loan without verifying whether the mortgaged units were already sold.
- No public disclosure or title verification was conducted.
- Lender's due diligence was deficient, and it accepted security over units that no longer belonged to the promoter.
- Hence, the lender's claim cannot override allottees' rights.

c. Rights of Allottees

- Under Section 11(4)(h), the mortgage cannot affect the rights of allottees with:
  - Registered sale deeds
  - Lawful possession
- Buyers had acted in good faith and fulfilled all obligations.

d. RERA vs. SARFAESI

- Following the Supreme Court ruling, GujRERA held that RERA protections prevail over lender recovery proceedings.
- Lender cannot initiate recovery or enforcement actions affecting the allottees' homes.

e. Consolidation of Proceedings

- GujRERA consolidated multiple complaints involving identical facts for efficiency and consistency.
- Ensured uniform adjudication and judicial economy.

f. Coordination With Law Enforcement

- Ongoing FIRs and criminal investigations against the promoter were acknowledged.
- Regulatory and criminal processes could run parallel without conflict.

Decision

- **Lender (Respondent No. 3) directed to issue NOC / No-Due Certificates**
  For all complainants who have registered sale deeds and lawful possession. To be issued within 15 days of the order.

- **Promoter/Stakeholders ordered to:**
  Transfer maintenance deposits to the registered association of allottees. Hand over project management and control to the association. Fulfill all remaining obligations under RERA.

- Mortgages created on sold units are invalid and unenforceable against allottees.

3.2 Haryana RERA Gurugram:

Application Under section 4 of the RE(RD) Act by M/s Inspire Parking Nest Pvt. Ltd. For registration of The Dome Centre. Date of order 30.10.2025.

Background

The Haryana Shehri Vikas Pradhikaran, Gurugram (hereinafter referred to as 'HSVP') decided to develop the infrastructure i.e., multi-level parking cum Commercial Infrastructure through private participation on a Build, Operate & Transfer (BOT) basis. Accordingly, competitive proposals were invited via e-tender dated 23.11.2021. In response thereto, M/s Adani Infrastructure Pvt. Ltd. (hereinafter referred to as 'Company') submitted a proposal, which was accepted by HSVP vide Letter of Acceptance dated 14.10.2022 for a concession period of 33 years, inclusive of the construction period. The Company had approached the Haryana RERA Gurugram for registration of project under the RE(RD) Act, however, the Authority rejected application being not maintainable under section 4 of the Act. The Company approached the Tribunal which remanded the matter for consideration to the Authority.

Issues

On rehearing the matter, the Authority framed the following issues for decision:

1. Whether the project qualifies as a 'Real Estate Project' under Section 2(zn) of the Act,
2. Whether the Applicant qualifies as a 'Promoter' as defined under Section 2(zk) of the Act?
3. Whether the prospective users of the project in question fall under the definition of allottee as defined under Section 2(d) of the Act?
4. Whether provisions of the Act apply to the project in question?

Material Considered

The Authority, upon re-examination of the complete record including:
• The concession agreement-and related documents;
• The opinion/recommendation of the Planning Branch;
• The legal opinion from the Ld. Additional Advocate General, Haryana;
• The clarifications/submissions submitted by the Applicant during the hearing and written submissions filed on 28.10.2025; and
• The overall structure and purpose of the project.

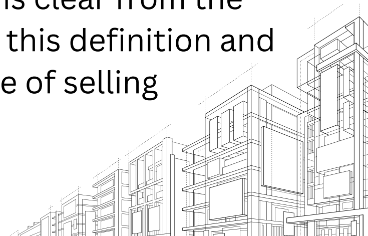
Findings of the Authority

(i) It is noteworthy that the project in question is to be developed on Build, Operate & Transfer (BOT) basis, the same emanates from the Concession Agreement dated 20.04.2023 executed between HSVP and the Applicant herein which is placed on record. Accordingly, there is no element of sale involved in the subject project. The Authority observed that Build-Operate-Transfer (BOT) model is not directly related to the sale of real estate units, which is a key criterion under the Act for registration.
(ii) The BOT model typically involves the development of infrastructure or facilities, where the developer builds the project, operates it for a fixed period, and then transfers ownership to a government authority or private entity.
(iii) It is pertinent to mention here that the Authority vide order dated 12.05.2025 sought a legal opinion from Ld. Additional Advocate General, Haryana with respect to the registrability of the project in question keeping in view peculiar circumstances and facts of the case. The Ld. Additional Advocate General, Haryana opined as under;

- **(a)** Once the developer/ applicant wants to submit itself to the compliances of RERA laws coupled with the fact that there is creation of third- party rights in the project, the Authority shall proceed for the registration.
- **(b)** As stated above, project is being developed by the Special Purpose Vehicle of the Concessionaire namely, M/s Inspire Parking Nest Pvt. Ltd., therefore, the registration is also to be granted in its name only.

(iv) The Authority, upon due consideration, found it appropriate to take a view differing from the opinion tendered by the Ld. Additional Advocate General. While the said opinion has been examined with due regard and respect, the Authority is of the considered view that, keeping in view the statutory provisions discussed hereinbelow, the course of action advised therein does not align with the legal scheme and intent of the Act. Accordingly, in exercise of its independent statutory functions, the Authority proceeded to decide the matter in accordance with its own interpretation of the law as delineated hereinbelow.
(v) Section 3 of the Act deals with “Prior registration of real estate project with Real Estate Regulatory Authority" which states that the registration of a Real Estate Project is mandatory, and the promoter is under an obligation to get the real estate project registered prior to advertise, market, book, sell or offer for sale or invite persons to purchase in any manner any plot, apartment or building.

Considering the relevant provisions of the Act, the Authority observed that it is clear from the definition of a 'real estate project’ that for a project to fall within the ambit of this definition and be eligible for registration under the Act, it must be developed for the purpose of selling



Considering the relevant clauses of the Concession agreement, the Authority found that as per the said terms, upon expiry of the concession period of 33 years, HSVP shall have the right to invite fresh bids for continuation of the project for a further period of 33 years. In the event that the lessee chooses to discontinue the project permanently, either of its own accord or otherwise before expiry of the concession period, the entire project, along with all structures thereon, shall revert to HSVP.

The Authority also found that the Applicant could execute License Agreements with prospective users only after the completion of the infrastructure. In contrast, Section 5(3) of the Act stipulates that the registration granted to a project is valid for the period declared by the promoter for completion of the project or relevant phase, as per Section 4(2) (1) (C) of the Act. The purpose of such a declaration is to ensure certainty, transparency, and accountability in project delivery, while protecting the interests of allottees and users. However, this raises a significant procedural concern as to how can the Applicant declare a completion period under Section 4(2)(1)(C) of the Act when the Concession Agreement itself stipulates a construction period of 21 months, after which the Applicant becomes liable to pay penalties for delay, and moreover, the License Agreements with the prospective users are to be executed only upon completion of the building.

It becomes evident from the terms of the Letter of Acceptance dated 14.10.2022, the Concession Agreement dated 20.04.2023, and the draft License Agreement, that the Applicant does not intend to sell any units in the project. Instead, the Applicant proposes to develop and operate the infrastructure for a defined concession period and thereafter hand it back to HSVP. The Applicant's intent is, therefore, to license portions of the developed infrastructure for temporary commercial use, not to sell them.

The Authority further observed that in the present case, it is clear that the Applicant is not engaged in selling the developed infrastructure to individual buyers. Instead, the construction is undertaken solely for licensing or leasing purposes, and upon the expiry of the 33-year concession period, HSVP shall decide to invite fresh bids. Accordingly, the Applicant does not fall within the definition of a "promoter" as provided under Section 2(zk) of the Act. An examination of the draft agreement referred to in Schedule 13 of the Concession Agreement makes it clear that the prospective users of the project do not qualify as "Allottees." This conclusion arises from the fact that no agreement for sale is executed between the Applicant and the prospective user. Instead, what has been placed on record is a License Agreement, and the Act explicitly excludes a licensee from the definition of "Allottee." For further clarity, the prescribed format for an agreement for sale is provided as Annexure-A in the Haryana Real Estate (Regulation and Development) Rules, 2017.

After examining the applicability of the various sections of the Act, the Authority observed that it becomes clear that Section 11 to 18 of the Act are strictly applicable only to a "promoter" developing a "real estate project" for the purpose of sale to "allottees." In the present scenario given that: i. The Applicant is not a promoter under Section 2(zk), ii. The project is not a real estate project under Section 2(zn), iii. The prospective/end-users are licensees and not allottees under Section 2(d) of the Act. Further, The obligations under Sections 11 to 18 do not and cannot attach to the Applicant. It deserves to be specially mentioned here that no provision, of the Act can be applied to the project in question and defeats the purpose and objectives of the Act as mentioned above.

In light of the above, it can be said without any hitch that the obligations prescribed under Sections 11 to 18 of the Act are not applicable to the Applicant. The Authority is of the considered view that the Act has been implemented to recognize and protect the interests of only three stakeholders, namely: the promoter, the allottee, and the real estate agent. Since the Applicant does not fall under the definition of any of these stakeholders, any application moved by the Applicant wherein neither the Applicant is covered under the definition of a "promoter," nor are the prospective users "allottees," nor is the project a "real estate project" as defined under the Act would fall outside the scope of the statute.

Decision

In view of the foregoing, since the application for registration dated 08.04.2025 submitted by M/s Inspire Parking Nest Pvt. Ltd. (a Special Purpose Vehicle of M/s Adani Infrastructure and Developer Pvt. Ltd.) is based on a concession agreement that is revocable in nature, the title to the land remains vested with HSVP, coupled with the fact that the Applicant does not intend to sell any units of the project to the public, the proposed infrastructure does not qualify as a "real estate project" within the meaning of Section 2(zn) of the Act. Consequently, the Applicant does not fall within the definition of a "promoter" as defined under Section 2(zk) of the Act.

Accordingly, the Authority holds that the present application for registration under Section 4 of the Real Estate (Regulation and Development) Act, 2016, is not maintainable, being inconsistent with the statutory framework as in the present case, the provisions of the Act are not applicable as delineated hereinabove, the Authority decides to reject and return the application with the following directions:
(i) The registration fee deposited by the Applicant shall be returned to M/s Inspire Parking Nest Pvt. Ltd.
(ii) The processing fee deposited is hereby forfeited.

3. 3 Maharashtra RERA:

MRS. MALA SUBRAMANIAN, and MR. K. SUBRAMANIAN VS NIRMAL LIFESTYLE LTD

Background

The matter was earlier heard by the Authority and the application dismissed on the grounds that the Respondent vide an email dated 19.08.2016 terminated the said agreement on account of default of payment towards sales consideration amount on behalf of the Complainants. In view thereof, the Complainant at Sr.No.3 ceased to be an Allottee this captioned complaint. Hence, the complaint at Sr. No. 3 is liable to be dismissed on the preliminary ground of maintainability.

However, despite the order from the Authority, the respondent has raised a demand letter for further payment after MahaRERA had issued the impugned order on 20.06.2024. This shows that contractual relationship remains intact. The relevant submissions made by the Applicant for seeking review of the said final order are as follows:

1. The respondent has issued a demand letter dated 10.07.2024 calling upon the complainant/ applicant to pay an amount of Rs. 9,56,680/- + GST.
2. The respondent neither acted upon the termination notice nor cancelled the agreement or refunded the amounts paid by the complainant to the respondent. Hence, unless the complainant is refunded and registered agreement is cancelled the complainant remains to be an allottee as per section 2(d) of the said Act and are entitled to seek relief under the said act.
3. The registered agreement for sale dated 31.03.2013 is valid and not cancelled by executing a registered deed of cancellation

The allottee therefore sought to review the order dated 20.06.2024 passed by MahaRERA in the complaint no CC006000000197103.

Material Considered by the Authority

The Respondent has not refunded any amount nor provided evidence of cancellation of the agreement. Supreme Court in Kamala & Ors. v. M/s. Kalpataru Ltd. (2021) clarified that a unilateral termination by a promoter does not automatically extinguish an allottee's status under RERA unless supported by a valid cancellation deed and refund of amounts paid. The Impugned Order concluded that the Applicants ceased to be allottees based on an email termination by the Respondent dated 19.08.2016 and the Applicants' email dated 10.02.2021. However, the Authority overlooked the presence of a registered agreement of sale and the absence of a registered deed of cancellation, as required under Section 17 of the Registration Act, 1908, read with Section 31 of the RERA Act, for a valid termination of a registered Agreement for Sale. The Respondent's demand letter dated 10.07.2024 further confirmed that the contractual relationship remained intact, rendering the finding in the impugned order factually and legally erroneous.

Regulation 36(a) of the Maharashtra Real Estate Regulatory Authority (General) Regulations, 2017 permits the filing of a review application if there is a discovery of new and important matter or evidence that was not within the applicant's knowledge or could not have been produced earlier. In this case, the Respondent's demand letter dated 10.07.2024 which is issued after the passing of impugned order constitutes "important new matter" that was not available at the time of the original proceedings, thereby justifying the filing of a review application. The demand letter is an admission on the part of the Respondent that he has chosen not to further upon his notice for cancellation and the respondent still recognises that the allottee-promoter relationship between the parties survives.

For a review application to be maintainable under Regulation 36(a), the applicant must demonstrate an error apparent on the face of the record in the impugned order. The absence of consideration of the Respondent's subsequent demand letter and the failure to address the lack of a registered deed of cancellation in the original order constitute errors apparent on the face of the record, warranting a review.
Section 39 of the RERA Act empowers the Authority to rectify any mistake apparent from the record within two years from the date of the order. The Respondent's demand letter and the lack of a registered deed of cancellation were not considered in the original order, constituting mistakes apparent from the record. Therefore, the Authority is within its jurisdiction to amend the order to rectify these mistakes, as per Section 39.

Decision

Therefore, after considering the aforementioned observations and provisions of the Act, the materials placed on record, the facts of the case and submissions, made by the parties, the authority allowed the review application.

3. 4 Telangana RERA

Beccun Life Style Cultural Asscoiation Versus Beccun Infrastructures Limited

Background

The present matter comprises a batch of complaints instituted by the Complainant Association, wherein all its members are allottees/purchasers of units in the project titled “Beccun Life Style”. The Association, over time, has filed multiple complaints in Form ‘M’ before this Authority a total of five in number as the strength of its membership increased subsequent to the filing of the initial complaint. To ensure inclusion of all newly inducted members of the Association as Complainants, separate complaints were preferred. However, the underlying facts, reliefs sought, and Respondent’s pleadings in all such complaints are substantially similar.

The present complaints have been filed by the Complainants, who are members of the Flat Owners Association comprising purchasers of units in the project titled “Beccun Life Style”, developed by M/s Beccun Lifestyle Infrastructure Ltd., situated at Kompally, Hyderabad. The said project is a registered real estate project under the provisions of the Real Estate (Regulation and Development) Act, 2016, bearing Registration No. P02200001308. In addition to this, the project also includes extensions for Block A and Block E, registered separately under Registration No. P02200008689.

The grievance of the Complainants primarily revolves around inordinate delays and lack of transparency in the execution of the project. It is alleged that despite the lapse of more than four years since their respective bookings, construction activity in Blocks A, A Extension, D, and E has not commenced, and not a single brick has been laid in these blocks. While Respondent had initially assured early completion, all work was subsequently halted without any valid justification or intimation to the allottees.

Reliefs Sought

In view of the aforementioned grievances and submissions, the Complainants have sought the following reliefs from this Authority:

a) To direct the Respondent to deliver possession of the allotted flats in accordance with the specifications, layout, and amenities as represented in the project brochure and promotional material, including the promised amenities block.

b) To direct the Respondent to compensate each allottee with a sum of ₹15,000/-per month as rental compensation, owing to the delay in handing over possession, as per the terms of the Agreement for Sale.

c) To direct the Respondent to immediately execute and register the Sale Deeds before the competent authorities in favour of:

i. Allottees who have paid the entire sale consideration, and

ii. Allottees who are willing to settle the balance consideration amount for semi-finished units.

d) To restrain the Respondent from effecting any further sale or marketing of units in the project until such time the Respondent fulfils its obligations toward the existing allottees, particularly those who made payments more than four years ago and are yet to receive possession.

e) To direct the Respondent to furnish copies of valid approvals and sanctioned building plans concerning:

i. Construction of 8th, 9th, and 10th floors in Blocks A, B, C, D, and E;

ii. Construction permissions for Block A Extension and Block E.

f) To direct the Respondent to ensure that the project status is regularly and accurately updated on the RERA website, strictly in compliance with the statutory requirements under the Act and Rules.

g) To declare all unilateral cancellations of flat bookings and forfeiture of payments made by the allottees as illegal, arbitrary, and in contravention of the RE(R&D) Act. Consequently, to direct the Respondent to withdraw all such cancellation notices and forfeiture demands forthwith.

h) To direct the Respondent to open a separate, dedicated bank account for this project, wherein:

i. All payments made by existing and future allottees shall be deposited, and

ii. Said account shall be operated under the joint oversight of this Authority and designated members of the Beccun Lifestyle Cultural Association, to ensure that collected funds are used exclusively for completion of the present project and not diverted for any other purpose.

i) To permit members of the Complainant Association to conduct monthly, peaceful, and physical inspections of the site to monitor construction progress and ensure transparency.

j) To direct the Respondent promoter and co-promoters to pay interest to allottees for the delay in completion of the project, in accordance with the provisions of Section 18 of the RE(R&D) Act.

k) In the event the Respondent promoter and co-promoters are found incapable or unwilling to complete the project, to invoke the appropriate provisions of the RE(R&D) Act and take necessary steps including:

- Appointment of a third-party agency or project management consultant,
- Change in promoter,
- Or any other suitable measure deemed fit by this Authority to safeguard the interests of the allottees and ensure project completion.

Issues

1. Whether the Complainant Association has the requisite locus standi to maintain the present Complaint before this Authority?

2. Whether the Complainants are entitled to the reliefs as sought in the Complaint, including:

a) Whether any relief can be granted in respect of the units which have already been encumbered by way of registered Agreements of Sale/AGPAs?

b) Whether the Complainants are entitled to a direction against the Respondent to complete the project as per the representations made in the Brochure and to hand over possession in accordance with the terms of the executed Agreements of Sale?

c) Whether the Respondent is liable to furnish the sanctioned plans and approvals, if any, obtained from the competent authority in respect of the 8th, 9th, and 10th floors of Blocks A, B, C, D, F, and the extensions of Blocks A and E, and what is the legal status of the allottees who have been allotted flats on the said floors, in case such floors are found to be unauthorized?

d) Whether the unilateral cancellations of the Agreements of Sale by the Respondent are legally sustainable, and whether the Respondent is liable to register the units in favour of allottees who have paid the total consideration or are willing to do so?

e) Whether the Complainants are entitled to compensation under the provisions of the RE(R&D) Act or the terms of the Agreement?

f) Whether the Complainants are entitled to interest for delay, if any, in completion or delivery of possession?

g) Whether the Complainants are entitled to a direction for creation and operation of a separate designated account for the project in terms of the provisions of the Act?

h) Whether appropriate directions are to be issued with regard to the alleged change in the Promoter?

3. Whether the Respondent has violated any of the provisions of the Real Estate (Regulation and Development) Act, 2016 and the rules and regulations made thereunder?

Decision

Having regard to the detailed findings recorded on each of the foregoing issues, and in exercise of the powers conferred upon this Authority under Sections 35,37, and 38 of the Real Estate (Regulation and Development) Act, 2016, the following directions are hereby issued in the interest of justice, equity, and transparency:

1) The Complainant Association, being a collective body of allottees formed to safeguard the interests of its members, possesses the requisite locus standi to maintain this complaint under Section 31(1) of the RE(R&D) Act.

2) The Respondent has indulged in double sale of twelve units. The Respondent shall allot alternate unencumbered units of equivalent value and configuration, or in the absence thereof, refund the amounts with interest under Section 18(1)(a) within forty-five (45) days.

3) Respondent No. 1 shall, within thirty (30) days from the date of this Order, submit a comprehensive roadmap for completion of the project, clearly delineating the construction phases, timelines, and milestones. The Respondent shall also submit a detailed financial resource plan, indicating the sources, availability, and proposed utilization of funds required for each phase of construction, strictly in conformity with the provisions of the Real Estate (Regulation and Development) Act, 2016 and the Telangana Real Estate (Regulation and Development) Rules, 2017.

4) Units on the 8th, 9th, and 10th floors being unsanctioned, the Respondent shall offer alternate units of equivalent value or refund the entire amount with statutory interest under Section 18 of RE(R&D) Act from the date of receipt of each payment till the actual realization within 90 days from the date of this Order.

5) All unilateral cancellations not in conformity with Section 11(5) are set aside. The Respondent shall execute and register Sale Deeds in favour of allottees who have paid or are willing to pay the total sale consideration within forty-five (45) days.

6) Where possession of the unit is delayed beyond the agreed date, the Respondent–Promoter shall pay interest under Section 18(1)(a) of the RE(R&D) Act to each affected allottee at the rate prescribed by this Authority, calculated up to the actual date of possession. However, in cases where the concerned allottees have themselves defaulted in making payments as per the payment schedule stipulated in the Agreement for Sale, such allottees shall be liable to pay interest for delayed payment under Section 19(7) of the RE(R&D) Act. The amount of delayed-payment interest, if any, shall be duly set off and adjusted while computing the net amount payable to the respective allottees under this Order. The accrued total interest amount, after such adjustment shall be payable and the Respondent shall discharge the cumulative interest liability within a period of three (3) months from the date of handing over possession, in three(3) equal monthly instalments, and shall pay the same directly to the concerned allottees, in order to balance the interest of timely project completion and to avoid a situation where immediate large-scale disbursement of funds may adversely impact the construction progress and thereby jeopardize the interests of all allottees at large, the payment of such interest shall stand deferred.

7) The Respondent shall continue to operate the existing RERA-designated project account strictly in accordance with the mandate of Section 4(2)(l)(D) of the Real Estate (Regulation and Development) Act, 2016.Notwithstanding the statutory requirement of maintaining seventy percent (70%) of the amounts realized from allottees in the project account, the Respondent is directed to deposit one hundred percent (100%) of all sums received from existing and future allottees into the said account. The said funds shall be exclusively utilized for the completion of the subject project and for no other purpose what so ever. The Respondent shall, on or before the 10th day of every succeeding month, submit to the Association of Allottees and to the Secretary, Telangana RERA, (a) the statement of account of the RERA-designated project account and (b) the utilization certificate duly certified by the project's-chartered accountant.

8) A Grievance and Communication Cell shall be established within two (2) weeks from the date of this Order; monthly inspections by the Association shall be permitted in accordance with Paragraph 86 of this Order.

9) If the Respondent fails to complete the project within the extended period, the Complainant Association is at liberty to approach this Authority under Section 8 of RE(R&D) Act.

10) This Order is passed in exercise of the powers conferred under Sections 35, 37, and 38 of the Real Estate (Regulation and Development) Act, 2016. The Authority expects both parties to extend full cooperation in the execution of this Order to achieve the fundamental object of the RE(R&D) Act the expeditious and transparent completion of real estate projects for the protection of homebuyers' interests.

11) The Secretary, TG RERA, is directed to upload a copy of this Order on the RERA-registered webpage of the concerned project, so as to ensure accessibility to all allottees and stakeholders.

12) In view of the contraventions noted under Paragraphs 92 to 97 of this Order, the Secretary, Telangana RERA is hereby directed to initiate steps for imposition of penalty under Section59, 60 and61 of the RE(R&D)Act against the Respondent, after due approval of the Authority.

This Order is passed with the intent to balance regulatory enforcement with consumer protection. The Respondent is reminded that the Authority's indulgence in granting a final opportunity stems solely from the need to safeguard the interests of the allottees whose life savings are invested in the project. Failure to honor this opportunity shall attract immediate action under Sections 7 and 63 of Real Estate (Regulation and Development) Act, 2016.

3.5 Haryana RERA Panchkula:

Harpreet Singh Chona VS Vatilka ltd, ORDER on COMPLAINT NO. 321 OF 2025

Background

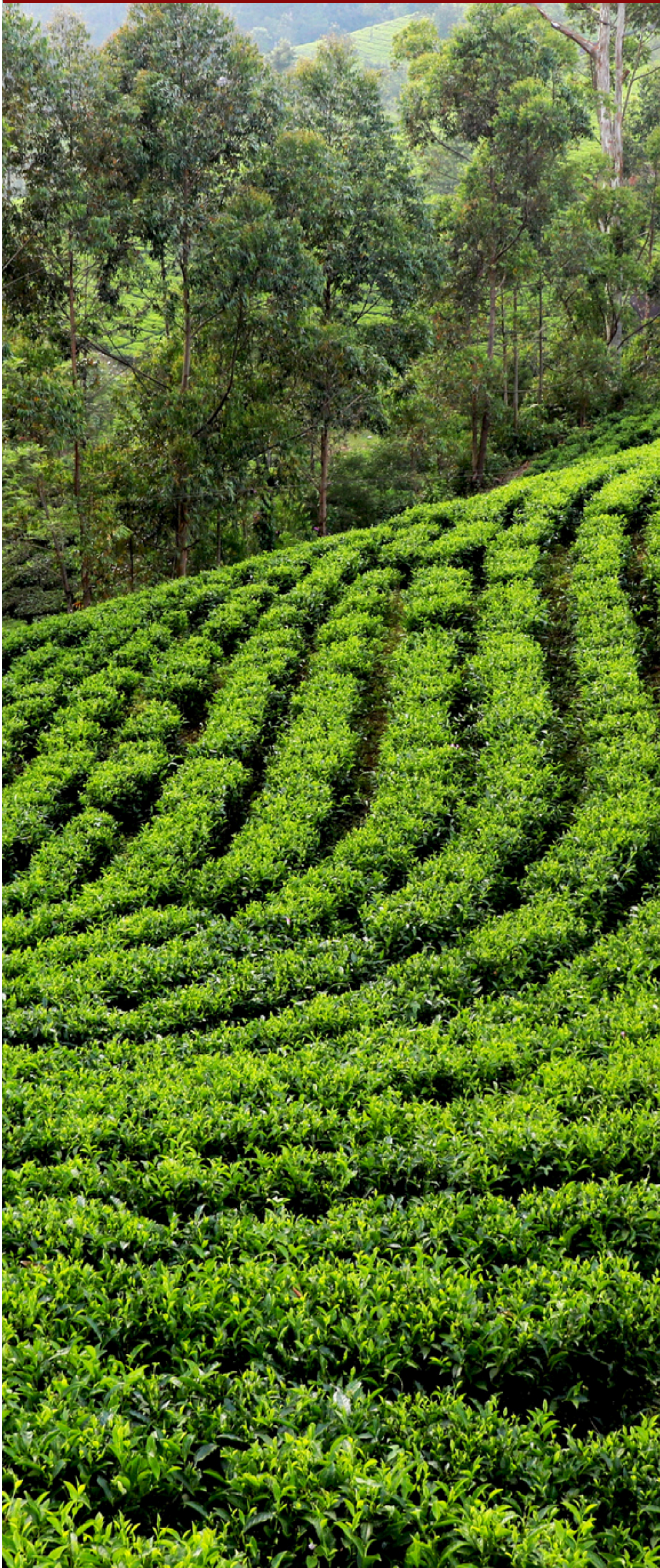
Main issue is that the respondent challenged the jurisdiction of the Authority to adjudicate in this case. Because in the case of Mansi Brar Fernandes v. Shubha Sharma & Anr., 2025 INSC 11 (SC) the Hon’ble Supreme Court has held that any transaction that contains an element of Assured Returns is speculative in nature. Hence, the one who has entered into such a ‘speculative’ transaction cannot fall within the rigours of the definition of Allottee as per Section 2(d) of the RERD Act.

Decision

The Authority discussed every aspect in detail, including the definition of a Speculative Investor. Founded in the statutory text of RERA, the facts and the authoritative pronouncements of the Hon’ble Supreme Court in the aforementioned case of Mansi Brar and Ors, it was held that the present complainant does not lose the character of an allottee under RERA merely because the agreement contains one term relating to *assured returns*. The decision in Mansi Brar Fernandes does not dilute this position. It merely circumscribes the ability of certain speculative investors to trigger corporate insolvency resolution under the IBC; and in fact, fortifies the position of the complainant as allottee in this complaint. The two regimes serve different legal purposes, and the exclusion from one cannot be extrapolated to create an exclusion in the other.

3.6 Haryana RERA Panchkula:

ORDER NO 271 OF 2022 AND OTHER COMPLAINTS



Background

The complaint revolves around the factum that the complainants and respondent are related to each other and the parties agreed to execute a purported "Memorandum of Understanding" (MoU) dated 27.10.2014, under which the complainants have claimed rights in respect of allotment of a unit in the project of the respondent. The complainant alleges that the said MoU created binding obligations of allotment and possession.

Issues

In view of the above, the preliminary issues for determination are, firstly, whether the complainants can be regarded as "allottees" under the Act so as to maintain the present proceedings. Second, whether the reliefs sought, namely, payment of fixed resale consideration and interest under the MoU, fall within the jurisdiction of this Authority.

Decision

The Authority considered the term 'allottee' in detail, Sec 31, S 2(d) and related issues. Even though the MOU mentioned the Complainant as an 'allottee', and held that the terms and words by themselves were not relevant. The spirit of an agreement has to be seen and indeed the veil has to be pierced. Order of Hon'ble Apex Court in Hon'ble Apex Court in

SUPREME COURT OF INDIA CIVIL APPELLATE JURISDICTION, CIVIL APPEAL NO. 3826 OF 2020 and many other decisions were considered.

It was held that "In the absence of a lawful and binding document establishing allotment, the complainants have failed to establish their locus as "allottees" under Section 2(d) of the Act. Accordingly, this Authority is constrained to hold that the complainants' reliefs cannot be granted by this Authority."

3.7 Rajasthan Real Estate Regulatory Authority, Jaipur

Complaint No. RAJ-RERA-C-N-2024-7159 Sandhya Punia and Another Vs Emaar India Limited and Another

Dispute

The dispute arises from the complainants' allegation that the respondents misrepresented and failed to honour a First-Come-First-Serve (FCFS) allotment assurance in the project "Jaipur Greens Extn. – Savana" (RERA Reg. No. RAJ/P/2024/2997).

The complainants claim that:

- They arrived on time, completed booking formalities, and were issued the "first token," giving them priority for allotment.
- Plot No. S-1 was available, but the respondents later refused to allot it, citing undisclosed "employee/collaborator reservation."
- Under pressure, they were compelled to accept Plot No. S-74, despite preferring Plot S-1.
- Written representations for correction of allotment were ignored.

The respondents deny any wrongdoing and raise preliminary objections, asserting lack of jurisdiction and maintainability.

Issue Raised

Whether the complaint filed under Sections 12, 18, and 31 of the Act is maintainable before the Authority, and whether the Authority has jurisdiction to entertain allegations arising out of the FCFS allotment process and the alleged non-disclosure of reservations.

Dispute

The dispute arises from the complainants' allegation that the respondents misrepresented and failed to honour a First-Come-First-Serve (FCFS) allotment assurance in the project "Jaipur Greens Extn. – Savana" (RERA Reg. No. RAJ/P/2024/2997).

The complainants claim that:

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- Written representations for correction of allotment were ignored.

The respondents deny any wrongdoing and raise preliminary objections, asserting lack of jurisdiction and maintainability.

Issue Raised

Whether the complaint filed under Sections 12, 18, and 31 of the Act is maintainable before the Authority, and whether the Authority has jurisdiction to entertain allegations arising out of the FCFS allotment process and the alleged non-disclosure of reservations.

Decision

The Authority rejected the respondents' preliminary objections and held that the complaint is maintainable, based on the following findings:

- **Section 12 applicability:**

The complainants paid ₹4,00,000 on the basis of the FCFS assurance contained in the respondent's brochure. Even if the amount was later adjusted towards Plot S-74, the inducement based on advertisement brings the complaint within Section 12.

- **Section 13 applicability:**

Any aggrieved person may file a complaint for violation of statutory provisions. The undisclosed "reservation" of plots constitutes prima facie violation of Sections 3 and 11, relating to mandatory and truthful disclosures.

- **Absence of agreement for Plot S-1:**

This does not defeat maintainability at the preliminary stage, because the complaint concerns conduct under the Act, not specific performance of a contract.

- **FCFS assurance:**

The assurance creates a legitimate expectation. Failure to honor it without prior disclosure amounts to unfair trade practice, falling within the Authority's adjudicatory scope.

- **Lack of evidence by respondents:**

Despite direction, respondents failed to produce any document supporting the claim of employee/collaborator reservation, undermining their preliminary objections.

Order

- The complaint is held maintainable under Sections 12 and 31 of the Act.
- The respondents' objections regarding jurisdiction, privity of contract, and maintainability are rejected at this stage.
- The matter shall proceed to final hearing on merits.
- The respondents are directed to file a detailed reply and produce all relevant documents, including any policy regarding plot reservation.

3.8 Rajasthan Real Estate Regulatory Authority, JAIPUR

Complaint No. RAJ-RERA-C-2018-2452: Allottee in whose favour the final order dated 04.11.2024 was passed vs Landowner of the project "Felicity Irene Usha Tower" and Felicity Projects Private Limited / Project Promoter

Dispute

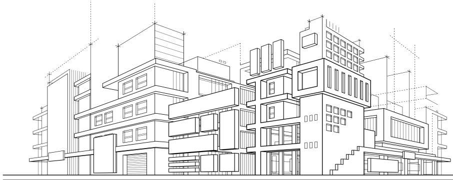
The dispute arises in the course of execution of the final order dated 04.11.2024, which imposed certain monetary obligations on the landowner in favour of the complainant.

The landowner seeks directions to:

- Utilise Rs. 75,00,000 from the sale proceeds of Flat No. 305 (from his share of inventory)
- Ensure that funds are not misappropriated by the promoter, given alleged past financial misconduct
- Facilitate compliance with the order dated 04.11.2024.
  The promoter, however, opposes the application, arguing that:
- The parties are bound by the MoU of 27.01.2023 (reaffirmed 25.10.2025).
- The landowner has breached the MoU and failed to meet project-related financial commitments.
- The landowner withheld a Demand Draft of Rs. 2.105 crores and failed to submit a payment plan despite directions.
- Though Flat No. 305 may be landowner's share, any utilisation of proceeds must conform to the revenue-sharing terms (30% deposit obligation).
  The complainant remains unpaid in substantial part, and the project has lapsed (as of 31.08.2025).

Issue Raised

Whether, in the course of execution, the Authority should issue directions regarding utilisation of the sale proceeds of Flat No. 305 and the Demand Draft of Rs. 1 crore so as to ensure compliance with the order dated 04.11.2024, notwithstanding the inter se disputes between the landowner and promoter.



Decision

The Authority held that:

- Inter se disputes between the landowner and promoter cannot obstruct compliance with orders passed in favour of allottees.
- It is undisputed that Flat 305 forms part of the landowner's share, and the sale transaction has yielded a Demand Draft of Rs. 1 crore, presently held by the landowner.
- As the complainant's entitlement under the order dated 04.11.2024 remains substantially unpaid, immediate utilisation of the sale proceeds is essential.
- Under the MoU, 30% of sale consideration from landowner's inventory must be deposited with the promoter; the landowner has not denied this obligation.
- As the complainant has to be protected, the Authority will ensure that funds earmarked for the complainant are directly transferred and cannot be diverted.

The Authority therefore allowed the Miscellaneous Application, directing deposit of the Demand Draft into the project account and direct transfer to the complainant.

Order

The landowner must deposit the Demand Draft of Rs. 1,00,00,000 into the designated project account immediately. The promoter shall directly transfer Rs. 70,00,000 from the deposited amount to the complainant toward compliance of the order dated 04.11.2024, and furnish proof within two working days. The remaining 30% of sale proceeds shall stand credited to the promoter's share as per the MoU dated 27.01.2023 read with 25.10.2025. Upon payment of Rs. 70,00,000, nearly 90% of the landowner's liability stands discharged; the landowner must comply with the balance amount within the earlier stipulated period.

The Registry shall write to the bank to ensure transfer of Rs. 70,00,000 to the complainant. The promoter shall not be permitted to withdraw this amount.

3.9 Rajasthan Real Estate Regulatory Authority, Jaipur

Comp. No. RAJ-RERA-C-2020-3527.
Meenakshi Patel VS VN Buildtech Pvt. Ltd.

Dispute

The dispute in the present miscellaneous application concerns:

- The respondent's request that the Authority direct the complainant to first settle her housing loan account from the refund amount already received.
- The respondent argues that such a direction is necessary to avoid future liability or credit complications relating to the unit for which refund has been ordered.

  The complainant opposes this prayer, asserting:
- There is no tripartite agreement between the complainant, respondent, and the bank.
- The respondent has no locus or legal authority to seek directions concerning the complainant's private loan arrangement.
- The complainant is regularly paying EMIs, and the respondent's interests are not affected.

Issue Raised

Whether the Authority can, in execution proceedings, direct the complainant to settle her personal loan account with the bank out of the refunded amount, in the absence of any tripartite agreement or legal obligation linking the respondent to the complainant's loan.

Decision

The Authority held that:

- The request of the respondent lacks legal justification and contractual basis.
- The loan is an independent contract between the complainant and her financing bank.
- In the absence of a tripartite agreement, the respondent has no enforceable right to seek directions regarding settlement of the complainant's loan.
- The respondent's obligations are limited to refunding the amount as directed in earlier orders, and do not extend to the complainant's financial arrangements with the bank.

Accordingly, the miscellaneous application was found without merit.

3.10 Haryana RERA Gurugram

Vandana Gupta V/S BPTP Limited. CR/3936/2024.

Issue

The complainant was allotted the subject unit vide allotment letter dated 10.12.2012. As per possession clause 1.6 of BBA dated 01.04.2013, the possession of the unit was to be delivered to the complainant by 01.04.2017 including grace period of 6 months on account of force majeure circumstances. She has paid an amount of Rs.1,33,00,594/- against the sale consideration of Rs1,04,89,500/- agreed at time of buyer's agreement which is more than 100% of the consideration. Thereafter, the sale consideration was increased to Rs.1,85,49,279/- at the time of offer of possession. It is pertinent to mention here that the complainant has paid Rs.1,33,00,594/- of the sale consideration prior to the offer of possession and the same is evident as per Statement of Account annexed with offer of possession dated 13.12.2021.

Relief sought

- Direct the respondents to deliver the physical possession of the unit along with delay possession charges.
- Direct the respondent to declare the cancellation letter dated 09-11-2022, as null and void.

Decision

The authority examined the concept of 'valid offer of possession'. It is necessary to clarify this because after valid and lawful offer of possession, liability of promoter for delayed offer of possession comes to an end. On the other hand, if the possession is not valid and lawful, liability of promoter continues till a valid offer is made and allottee remains entitled to receive interest for the delay caused in handing over valid possession. The authority, after detailed consideration of the matter, arrived at the conclusion that a valid offer of possession must have following components: Possession must be offered after obtaining occupation certificate, subject unit should be in habitable condition and Possession should not be accompanied by unreasonable additional demands.

However, the primary condition of valid offer of possession has not been fulfilled by the respondent as it failed to offer possession of the subject unit to the complainant after the receipt of occupation certificate by the competent authority. The respondent is contending that the occupation certificate was obtained on 09.12.2021 and thereafter, possession was offered to the complainant on 13.12.2021. Upon perusal of the document bearing Memo No. ZP-437-Vol.-III/AD(RA)/2021/31083 dated 09.12.2021, it is observed that the said document was issued by the concerned department in principle for the purpose of inviting objection/suggestion for construction of the 152 units (22 no's extra units) Tower 20 & 21 and Tower 24 & 25 instead of sanctioned 141 no's units, without approval of building plans and the same was also accompanied with certain conditions. Further, it is also specifically stated in the concluding para of the said letter dated 09.12.2021 that "Thereafter, "Final" approval of the "Provisional" occupation along with sanction letter (BR-VII) will be conveyed after examination of the objections, if any received in this regard from the General Public/existing Allottees within 30 days after issuance of communication as and when issued by you."

Thus, it is concluded that the letter dated 09.12.2021 is not occupation certificate issued by the concerned department under "Form BR-VII" under Code 4.10 of Haryana Building Code, 2017. Moreover, the occupation certificate was issued by the concerned department on 24.08.2022 in respect of the tower where the unit of the complainant is situated. In short, the respondent offered the possession to the complainant without obtaining occupation certificate. Accordingly, the offer of possession vide letter dated 13.12.2021 cannot be termed as valid offer of possession in absence of occupation certificate and demands raised vide the said letter are also set-aside for the aforesaid reason. In view of the above, the authority is of the opinion that cancellation letter dated 09.11.2022 is invalid and is hereby set aside by the authority being bad in eyes of law. The respondent is directed to re instate the allotted unit of the complainant as per BBA and if the same is not available then allot an alternate unit of the same size, similar location and same price as originally booked by the complainant within a period of 60 days from the date of this order.

3.11 Karnataka RERA

Ramachandra Nayk & Others V/S Commissioner Bengaluru Development Authority [Bda]Compliant No:CMP/180114/0000399 & Others Dated 07th Day Of NOVEMBER 2025

Brief Facts

This is a batch of complaints filed against various projects developed and promoted by BDA alleging multiple breaches of the Real Estate (Regulation & Development) Act, 2016 by the Bangalore Development Authority (BDA). The project is not registered in RERA. BDA had initially invited application for sites of various dimensions during Oct-2015 and preliminary allotment and final allotments are made during July-2016 and Dec-2016 respectively. The complainants contented that, the Respondent had collected amounts from the Complainants. Further, contented the Respondent has failed to provide the said amenities and facilities, complete the development work as assured. The complainants have been corresponding with the Respondent-Promoter regarding their grievances, but there is no positive response from the Respondent. Hence, this complaint.

The core allegations are:

- BDA has not completed registration of NPKL as a Real Estate Project under Section 3 of RERA despite collecting (in many cases) full consideration from Phase-I allottees;
- BDA has failed to provide basic infrastructure (water, sewerage, electricity, roads, parks etc.) making the layout uninhabitable;
- BDA advertised and invited applications for additional 5,000 sites while registration remains pending;
- BDA collected amounts in excess of statutory limits (advertised 12.5%/ collected beyond 10% pre-agreement) and imposed arbitrary penal interest/penalties on delayed payments;
- BDA has not deposited project collections in an escrow account and has not made requisite disclosures;

In support of their claim, the complainants have produced documents such as payment receipts, allotment deeds, swadheen patra, memo of interest for penalties. On the other hand, in support of defense the Respondent has produced documents such as brief Report pertaining to Nada Prabhu Kempegowda Layout, progress Report pertaining to Nada Prabhu Kempegowda Layout, photographs, status report of the sites.

Issues

On the above averments, the following points would arise for our consideration :-

1. Whether BDA is a "Promoter" under Section 2(zk) and therefore statutorily required to register the project under Section 3?
2. Whether the Nadaprabhu Kempegowda Layout constitutes a "Real Estate Project" under Section 2(zn) of the Act?
3. Whether RERA overrides inconsistent statutes?
4. What order?

Issues

Section 2(zk)(ii) of RERA defines a "promoter" as a person who develops land into a project, whether or not the person also constructs structures on any of the plots, for the purpose of selling to other persons all or some of the plots in the said project, whether with or without structures thereon:

Section 2(zk)[iii) of the Act expressly includes any development authority or any other public body in respect of allottees of-

a) Building or apartments, as the case may be, constructed by such authority or body on lands owned by them or placed at their disposal by the Government: or

b) Plots owned by such authority or body or placed at their disposal by the Government, for the purpose of selling all or some of the apartments or plots

It clarifies that any Development authority or any public body which constructs or develops land/buildings for sale to the general public shall be deemed to be a Promoter. BDA has developed and allotted residential sites in the NPKL layout to the public.

The Ministry of Housing and Urban Affairs through Office Memorandum dated 07/05/2019 has clarified that even Delhi Development Authority (DDA) falls within the definition of "Promoter" under Section 2(zk) of the RERA Act. Thus, the law deliberately includes BDA-type authorities within the definition of promoter. BDA forming layouts and selling sites falls squarely under this definition. Therefore, the argument that BDA is not a promoter is contrary to the statute itself. Thus, BDA is a Promoter.

Our finding on point No.2 - The definition of "Real Estate Project"under Section 2(zn) means the development of a building consisting of apartments, or converting an existing building or a part thereof into apartments, or the development of land into plots or apartments, as the case may be, for the purpose of selling all or some of the said apartments or plots or building, as the case may be, and includes the

all common areas, the development works, all improvements, and structures thereon, and all easement, rights and appurtenances belonging thereto. The Hon'ble Karnataka High Court Precedent and other connected matters has observed that when a statutory authority engages in commercial sale of sites/flats, it is performing the role of a Promoter, hence RERA applies.

Therefore, NPKL IS A "REAL ESTATE PROJECT" under section 2(zn) as the Development of land into plots for the purpose of selling such plots to allottees. NPKL involves formation of residential sites and sold to individuals against payment the payments made. Hence, it is a statutory inclusion. Further, RERA applies even to Government Authorities. RERA does not exempt public authorities.

The Act exempts only projects under:

- Section 3(2) (area below 500 sq.m, or fewer than 8 apartments)
- Any project solely for Government employees through no public sale are also not applicable.

BDA sells plots to general public, therefore RERA applies fully.

Further BDA's reliance on being a "Welfare Authority" is misleading. The fact that BDA undertakes welfare schemes or subsidised allotments does not exempt it from statutory compliance when it undertakes commercial transactions of sale of plots. RERA is not a tax or profit-control statute. RERA is about transparency, accountability, time-bound development and consumer protection. Even non-profit promoters are regulated if they sell real estate. The Purpose (profit or welfare) is irrelevant.

This has been affirmed in Hon'ble Supreme Court in Lucknow Development Authority v. M.K. Gupta (1994) (1994) 1 SCC 243 and N. Nagendra Rao v. State of A.P. (1994) 6 SCC 205 held that development authorities are amenable to consumer protection laws when engaging in housing development and allotment. It further affirms that statutory development authorities engaged in commercial sale are not immune from regulatory oversight and consumer remedies. Hence, the same principle applies to BDA.

Our finding on point No.3- BDA argues BDA Act is a special statute. But RERA is a later Central Act and subsequent enactment with overriding effect. Under Section 89 of RERA:

"The provisions of this Act shall have effect notwithstanding anything inconsistent contained in any other law for the time being in force." While the BDA Act, 1976 governs planning and land development, RERA is a later (2016) special enactment enacted specifically to regulate real estate projects and protect homebuyers. The Act does not regulate BDA's planning or regulatory functions. It regulates only transactions involving development and sale to allottees. Therefore, the contention that RERA interferes with planning powers is misplaced. Thus, to the extent of development, sale and delivery of plots, RERA has overriding effect. Therefore, this Authority has jurisdiction to entertain the Complaint.

At this juncture, our attention is drawn to the decision of the Hon'ble Supreme Court of India in Civil Appellate Jurisdiction Civil Appeal No(s) 6745-6749 of 2021 (arising out of SLP (Civil) No(s) 3711-3715 of 2021 between M/s. Newtech Promoters and Developers Private Limited Versus State of UP & others, it is held as under :-

Looking to the scheme of Act 2016 and Section 3 in particular of which a detailed discussion has been made, all "ongoing projects" that commence prior to the Act and in respect to which completion certificate has not been issued are covered under the Act. It manifests that the legislative intent is to make the Act applicable not only to the projects which were yet to commence after the Act became operational but also to bring under its fold the ongoing projects and to protect from its inception the inter se rights of the stake holders, including allottees/home buyers, promoters and real estate agents while imposing certain duties and responsibilities on each of them and to regulate, administer and supervise the unregulated real estate sector within the fold of the real estate authority.

The Authority is of the view that, at this stage, the Respondent need to upload the required documents to register the subject Project under RERA, falling which proceedings be initiated under Section 59(1) of the Act for violation of Section 3 of the Act.

Accordingly, the point raised above is answered in the affirmative. Our finding on point No.3:- In view of the above discussion, this complaint deserves to be allowed. Hence, we proceed to pass the following order.

In exercise of the power conferred under section 31 of the Real Estate (Regulation and Development) Act, 2016, the complaints are allowed as under:

1. The preliminary objection of the Respondent (BDA) that the Authority lacks jurisdiction because BDA is a statutory planning authority is rejected.
2. It is declared that BDA, insofar as it develops land and allots plots/buildings to members of the public for consideration (NPKL), is a "Promoter" under Section 2(zk) and the Nadaprabhu Kempegowda Layout is a Real Estate Project under Section 2(zn).
3. The project "Nadaprabhu Kempegowda Layout" is held to be an ongoing project requiring registration under Section 3 of the Act read with Rule 4 of the Karnataka Rules. The Promoter/Developer is hereby directed, to register the project within two weeks from the date of this order.
4. The Respondent shall file all the necessary project details, including layout approvals, sanctioned plans, development status, financial disclosures, external/internal development works and pro-formas of agreements, a demarcation of CA sites, parks, open spaces, roads, STP/WTP and utilities; current inventory of sold/unsold plots/villas and encumbrances in accordance with Section 4 of the Act and Rule 3 of the Karnataka RERA Rules, 2017.
5. The Authority further directs the Respondent to refrain from marketing, advertising, booking, selling or offering for sale any of the Villas/plot /amenity space and from creating third-party interests in CA sites/open spaces/roads in the said project until such registration is completed, in compliance with Section 3(1) of the Act.
6. The Promoter/Developer is also given an opportunity to submit his explanation within three weeks, as to why penalty proceedings u/s.59(1) of the Act should not be initiated for violation of section 3 of the Act.

3.12 Punjab RERA

Naresh Kumar Aggarwal VS M/s Ornaxe Chandigarh Extension Developers Pvt. Ltd.. India Trade Tower, 1st Floor, Baddi Kurali Road, New Chandigarh Mullanpur, Distt. SAS Nagar (Mohai), Punjab - ''40901

Brief Facts

From the pleadings and documents placed on record, several facts emerge as undisputed. The complainants had booked a residential flat in the respondent's project titled "The Lake" in September 2014, and pursuant to the booking, they were allotted Flat No. TLC/MYSTIC-A/ELEVENTH/1104. An Agreement-cum-Allotment Letter was executed between the parties on 21.03.2015, wherein the respondent committed to deliver physical possession of the unit within 42 months + 6 months (grace period) from the date of execution of the agreement, that is, on or before 20.03.2019. It is not disputed that the sale consideration of the unit was fixed at Rs. 54,63,905/-, out of which the complainants have already paid Rs 47,22,714/- as per the various demands raised by the respondent. It is also undisputed that the respondent issued a communication dated 26 07.2023, offering possession for fit-outs to the complainants.

Issues

The complainants contend that the unilateral increase in the super area from 1285 sq. ft. to 1325 sq. ft. is illegal as it was carried out without obtaining their prior written consent. The initial super area of the flat was mentioned as 1285 sq. ft. and was later revised to 1325 sq. ft. by the respondent; this increase is admitted by both parties, though they differ on its legality and applicability. They submit that the demand raised for the increased area should be quashed, as it violates statutory provisions governing alterations in sanctioned plans. Additionally, the complainants point out that an amount of Rs 97,041/- has been wrongfully imposed as delayed payment interest, whereas the delay in the project is entirely attributable to the respondent. Due to the prolonged delay and the complainants seek interest at the rate of current MCLR + 2% on all deposited amounts from the respective dates of deposit until realization. They also pray for quashing of the demand letter dated 26.07.2023 and for issuance of a corrected statement of account.

Decision

After examining the submissions, documents, and material placed on record, it is evident that the committed date for delivery of possession of the allotted unit was 20.09.2018 and by adding further 6 months as mentioned in clause 40(a), it can be considered as 20.03.2019. The condition of force majeure mentioned in clause 40(b) defined/provided are so general in nature that many of these can be pleaded while technically these may not be force majeure actually. But, since the contract has been signed between the parties before RERD Act, 2016 came in to existence, therefore, this part of agreement [Clause 40(b)] is held to be applicable and period of due possession is extended to 48 months in the present case, whereas the respondent admittedly issued an offer of possession only on 26.07.2023. This offer was issued without enclosing/disclosing of any Occupation Certificate, and therefore it cannot be regarded as a valid or legal offer of possession under the scheme of the RERD Act, 2016. The Partial Occupancy Certificate was obtained on 18.07.2023 and the Final Occupancy Certificate was granted on 10.10.2023, long after the contractual timeline. Accordingly, the delay in completion and making the unit fit for lawful occupation is clearly attributable to the respondent, and the complainants cannot be penalized for not taking possession prior to the issuance of the Final Occupancy Certificate.

The respondent has invoked force majeure as a defence to justify the delay; however, no documentary evidence has been produced to demonstrate that the circumstances relied upon or that the delay occurred solely u/s 31 (GC No. 0455/2023) due to unavoidable and unforeseeable conditions beyond its control. A bare assertion unsupported by credible material cannot be accepted. The plea of force majeure is therefore rejected.

It is held that force majeure conditions were not prevalent upto 20.03.2019 as the COVID-19 was declared from 25.03.2020. Therefore, the due date of possession had expired almost one year ago from the COVID-19 epidemic. Hence, no benefit of any condition force majeure can be given after 20.03.2019 including COVID-19 epidemic as the due date of possession was before the outbreak of epidemic.

The record further indicates that the respondent has imposed delayed payment interest Rs.3,21,500/- (upto 14.11.2025) upon the complainants and continues to claim further interest. Since the delay in completion is attributable to the respondent, the complainants cannot be saddled with delayed payment charges after due date of possession since payments were to be made after offer of due possession. Under Section 19(4), allottees have a statutory right to timely possession, and Section 18(1) mandates that in the event of delay, they are entitled to interest for every month of such delay.

The records do not show that the respondents have given any calculation for delayed period interest in submission of payments while sending the demands to the complainant-cum-allottee. Further, there is delay in handing over of the possession. Therefore, no interest can be charged from 20.03.2019 onwards for any delay in any payment required to be made after 20.03.2019 except which was due before 20.03.2019 as per payment plan upto the date of possession and was duly communicated that in case the amount is not paid interest will be charged. It is also held fhat if there is any delay in any payment as per plan on or before 20.03.2019, the interest cannot be charged more than the interest being ordered in this order i.e. SBI’s highest MCLR + 2% as on the date of this order.

In view of the above findings, the complaint deserves to be Partly Allowed and this Bench holds that:-

i. The respondent has failed to fulfill its contractual and statutory obligation to deliver possession of the allotted unit within the agreed timeline. In view of the delay attributable solely to the respondent, the complainants are entitled to interest @ 10.85% (i.e. 8.85% SBI'
Highest MCLR Rate applicable as on 15.11.2025 + 2%) as per Rule 16 of the Punjab State Real Estate (Regulation & Development) Rules, 2017, on the amounts paid i.e. Rs.47,22,714/- by the complainants, from 20.03.2019, being the day immediately after the committed extended date of possession, up to 14.11 2025, which is the date on which the first valid and legally enforceable offer of possession was made to the complainants.
ii. It is clarified that no delayed payment interest shall be levied upon the complainants for any delay in payment after 21.03.2019 due to non-payment as due possession was delayed by the promoter. However, the builder is at liberty to charge for any delayed payment, if any for more than 15 days from the due date as per "schedule of payment" till it was paid and also which has been communicated on the authorised address of allottee in writing or by u/s 31 (GC No. 0455/2023) Page 19 of 22 email that delay interest from a particular date will be/is being charged till payment on any amount becoming payable. However, the delayed interest is ailowed only after a minimum delay of 15 days. The promoter has not given any break-up during hearing either in writing or orally, hence, the amount of Rs.3,21,500/- is considered as unverified and not enforceable as such. The promoter is entitled to interest as mentioned in this para for delay of payment as per this bench and discussed in this para for delay of minimum 15 days and duly communicated of delay.
iii. Further, it is expressly clarified that any balance amount payable by the complainants shall first be adjusted against the interest accrued on account of the delay in possession. Only the remaining lawful dues, if any, shall be payable by the complainant after such adjustment both parties are directed to comply with these directions in a fair and transparent manner to ensure that the complainants are not subjected to any unlawful financial burden arising from the delay in possession. Apparently, the interest being allowed for the period of delay offer of possession is higher than the amount payable by allottee, the promoter is directed to handover the vacant, peaceful and ready unit as per "Agreement for Sale" and subsequent promises and assurances on or before 15.01.2026 after doing the needful cleaning and requisite fixings, if any required.
The promoter is further informed that non-obeyance of this order may make him liable for penalty under RERD Act, 2016. The allottee is also directed to take possession on or before 15.01.2026 and in case there is any deficiency, it may mention in writing to the promoter tor removing the same and accept possession in protest and the promoter will carry-out such work in 15 days of occupation by allottee.
iv. The complainants are hereby directed to take over possession of Flat No. TLC/MYSTiC-A/ELEVENTH/1104 from the date of this order, after clearing the balance amount due under the Agreement for Sale.
v. The promoter is allowed to charge the increase in super area of 40 feet including balcony at the average rate charged for the flat u/s 31 (GC No. 0455/2023) on the basis of super area mentioned in Annexure-B (Part III) of the agreement.
vi. The promoter will not charge any 'Maintenance Charges' prior to 14.11.2025.
vii. The promoter will make the Flat No. TLC/MYSTICA/ELEVENTH/1104 ready immediately after receiving this order in the manner and form required as per "Agreement for Sale" and customary norms prevalent in the market before handing over the due possession. The period for payment of interest will be considered from the next month in which the due date of possession till it is validly offered to the allottee by the promoter/respondent to the previous month of the date in which possession has been effectively handed over by the promoter.

The Hon'ble Supreme Court, in its judgment in the matter of M/s. Newtech Promoters and Developers Pvt. Ltd. Vs. State of U.P. and Others (Civil Appeal Nos. 6745-6749 of 2021), has upheld that the refund to be granted u/s.18 read with Section 40(1) of the Real Estate (Regulation & Development) Act, 2016 is to be recovered as Land Revenue along with interest and/or penalty and/or compensation.
In view of the aforesaid legal provisions and judicial pronouncement, it is hereby directed that the net amount payable, if any, by the promoter shall be recovered as Land Revenue as provided u/s 40(1) of the RERD Act, 2016. The total amount due towards delayed interest upto 31.10.2025 is calculated at an amount of Rs.31,59.131/- and the respondent is directed to make the payments

3.13 Punjab RERA

Punjab RERA Suo Motu VS M/s Singla Builders & Developers Limited, Plot No. 1265-C, Sector 82, JLPL Industrial Area, SAS Nagar (Mohali), Punjab - 140301

Brief Facts

Real Estate Regulatory Authority, Punjab (hereinafter referred to as “the Authority”), pursuant to information received regarding an apparent violation of the provisions of Section 3 of the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as “the Act”) by M/s Singla Builders & Developers Ltd (hereinafter referred to as “the Promoter”). The issue under consideration concerns the un-registered real estate project titled “CITY OF DREAMS - 8,” which was allegedly being advertised and flats sold prior to obtaining registration with the Authority. The Authority, being vested with statutory responsibility under the Act to ensure transparency, accountability, and compliance within the real estate sector, deemed it appropriate to examine the matter in Sec 59, City of Dreams 8. Page 2 of 8 2. The preliminary information available to the Authority indicated that the Promoter had commenced advertising and marketing activities for its proposed project “CITY OF DREAMS - 8” through distribution of brochures, pamphlets, and other promotional materials. The said materials represented the project as an upcoming residential/commercial development and invited bookings from prospective purchasers even before the project had been registered with the Authority. Such actions, prima-facie, constitute a contravention of the express prohibition contained in Section 3 of the Act, which mandates that: -

No promoter shall advertise, market, book, sell, or offer for sale, or invite persons to purchase any unit in a project without prior registration with the Real Estate Regulatory Authority.

In view of the seriousness of the alleged contravention, a notice was issued to the Promoter, calling upon it to explain the circumstances under which the project was being marketed and advances collected without registration. The Promoter was required to appear in person and furnish complete details of the transactions and advertisements pertaining to the project “CITY OF DREAMS - 8.” On the scheduled date, Sh. Vipul Monga, Advocate, along with Sh. Aman Singla, representative of the Promoter, appeared before the Authority and participated in the proceedings. During the course of the hearing, the Authority directed the Promoter to produce comprehensive documentation, including copies of bank accounts, ledgers reflecting the receipt of any money from prospective buyers, and details of all allotments, bookings, or advances received.

The Authority also directed that details of any advertisement or promotional campaign undertaken be furnished for scrutiny.

Pursuant to the directions, the Promoter filed a written reply accompanied by supporting documents. In its reply, the Promoter candidly admitted that there had been a breach of the provisions of the Act, explaining that certain promotional activities and the acceptance of advance payments from prospective buyers were initiated inadvertently prior to formal registration of the project. The Promoter expressed regret for the lapse and submitted that no mala fide intention was involved, and that steps were being taken to comply with all regulatory requirements. The Promoter further disclosed that an amount of Rs.3,26,43,400/- (Three Crore Twenty-Six Lakh Forty- Three Thousand Four Hundred only) had been received from 50 allottee (s) / buyers towards booking or advance against the proposed sale of units in the project. Along with the reply, the Promoter placed on record a certificate issued by a Chartered Accountant certifying that the total estimated cost of the project is Rs.52,06,96,985/- (Fifty-Two Crore Six Lakh Ninety-Six Thousand Nine Hundred Eighty-Five only).

Issues

Upon a detailed consideration of the documents placed on record and the oral submissions advanced during the hearing, the Authority finds that M/s Singla Builders & Developers Ltd has indeed engaged in promotional, marketing and selling activities in respect of the project “CITY OF DREAMS - 8” prior to its registration. The Authority further finds that the Promoter accepted and collected significant advance amounts from prospective allottees, totaling Rs.3,26,43,400/-, as per its own submissions which is in contravention of Section 3 of the Act. Such actions amount to an unauthorized commencement of a real estate project, bypassing the statutory process of registration. The Authority notes that the project cost, as certified- by the Chartered Accountant, stands at Rs.52,06,96,985/-, which is a substantial figure and forms the basis for determination of penalty under the relevant provision.

Decision

While the Promoter has admitted the contravention and expressed willingness to rectify the lapse, the Authority cannot overlook that the acceptance of large sums of public money without prior registration not only contravenes the express language of the statute but also undermines the core regulatory safeguards meant to protect consumers. The Act envisions that -"Q promoter's first step before any engagement with the public must be registration, which ensures project’s legal, financial, and technical particulars are duly verified and publicly disclosed. Any departure from this mandate erodes the integrity of the regulatory system and potentially exposes consumers to risks of uncertainty, delay, and loss.

The Authority has also considered the submissions made by the learned counsel for the Promoter, who stated that the non-registration was unintentional and arose due to administrative delay in finalization of certain approvals, and that the funds received were held in an account without misutilization. While the Authority appreciates the subsequent cooperation of the Promoter and the admission of the violation without concealment, it remains a settled principle that ignorance or inadvertence cannot be pleaded as a defense to statutory compliance. The obligation under Section 3 is absolute, and every promoter is presumed to be aware of the law governing its operations.

The Authority further observes that M/s Singla Builders & Developers Ltd is a well established developer with multiple ongoing and completed projects in the State of Punjab and is therefore expected to have comprehensive knowledge of the requirements under the RERA framework. The breach in this case cannot be viewed as a mere technical lapse; it represents a substantive deviation from the statutory obligation intended to safeguard public interest. The Authority is conscious of its dual role - to ensure compliance and also to maintain investor confidence by deterring violations. Therefore, while considering the penalty, the Authority has taken into account the Promoter’s cooperative conduct and expression of contrition, but at the same time recognizes that the violation pertains to collection of significant public money and premature marketing of an unregistered project.

After examining the submissions, documents, and material placed on record, it is evident that the committed date for delivery of possession of the allotted unit was 20.09.2018 and by adding further 6 months as mentioned in clause 40(a), it can be considered as 20.03.2019. The condition of force majeure mentioned in clause 40(b) defined/provided are so general in nature that many of these can be pleaded while technically these may not be force majeure actually. But, since the contract has been signed between the parties before RERD Act, 2016 came in to existence, therefore, this part of agreement [Clause 40(b)] is held to be applicable and period of due possession is extended to 48 months in the present case, whereas the respondent admittedly issued an offer of possession only on 26.07.2023. This offer was issued without enclosing/disclosing of any Occupation Certificate, and therefore it cannot be regarded as a valid or legal offer of possession under the scheme of the RERD Act, 2016. The Partial Occupancy Certificate was obtained on 18.07.2023 and the Final Occupancy Certificate was granted on 10.10.2023, long after the contractual timeline. Accordingly, the delay in completion and making the unit fit for lawful occupation is clearly attributable to the respondent, and the complainants cannot be penalized for not taking possession prior to the issuance of the Final Occupancy Certificate.

The respondent has invoked force majeure as a defence to justify the delay; however, no documentary evidence has been produced to demonstrate that the circumstances relied upon or that the delay occurred solely u/s 31 (GC No. 0455/2023) due to unavoidable and unforeseeable conditions beyond its control. A bare assertion unsupported by credible material cannot be accepted. The plea of force majeure is therefore rejected.

It is held that force majeure conditions were not prevalent upto 20.03.2019 as the COVID-19 was declared from 25.03.2020. Therefore, the due date of possession had expired almost one year ago from the COVID-19 epidemic. Hence, no benefit of any condition force majeure can be given after 20.03.2019 including COVID-19 epidemic as the due date of possession was before the outbreak of epidemic.

The record further indicates that the respondent has imposed delayed payment interest Rs.3,21,500/- (upto 14.11.2025) upon the complainants and continues to claim further interest. Since the delay in completion is attributable to the respondent, the complainants cannot be saddled with delayed payment charges after due date of possession since payments were to be made after offer of due possession. Under Section 19(4), allottees have a statutory right to timely possession, and Section 18(1) mandates that in the event of delay, they are entitled to interest for every month of such delay.

The records do not show that the respondents have given any calculation for delayed period interest in submission of payments while sending the demands to the complainant-cum-allottee. Further, there is delay in handing over of the possession. Therefore, no interest can be charged from 20.03.2019 onwards for any delay in any payment required to be made after 20.03.2019 except which was due before 20.03.2019 as per payment plan upto the date of possession and was duly communicated that in case the amount is not paid interest will be charged. It is also held fhat if there is any delay in any payment as per plan on or before 20.03.2019, the interest cannot be charged more than the interest being ordered in this order i.e. SBI’s highest MCLR + 2% as on the date of this order.

4.1 CHHATTISGARH

"Towards Complete Compliance- RERA's Initiative to Identify Unregistered Projects"

With the objective of ensuring comprehensive regulatory oversight and enhancing transparency in the real estate sector and in order to ensure compliance with the provisions of the Real Estate (Regulation and Development) Act 2016, and to strengthen the regulatory framework governing real estate activities across the State, a series of coordinated measures have been undertaken by the Authority.

A DO letter dated. 16-06-2025 was written to the Inspector General of Registration and Superintendent by this authority, requesting that directions be issued to all registry offices to mandatorily mention the RERA Registration Number or record the reason for non-registration in all property registration documents.

In response to which, the Inspector General of Registration issued instructions to all the state registry offices vide its letter dated 03-07-2025 to include the same in the registry papers. Either the RERA Registration Number or the reasons for not obtaining registration, as application, from the following categories:
The project is outside the planning area
2. The land area of the project is 500 sq.mtrs or less
3. The number of proposed apartments in the project is 8 or fewer
4. Building Use (B.U) permission for the project was obtained before 01/05/2017.

Additionally, the Authority has undertaken a detailed verification exercise of all layouts approved by the Town and Country Planning (T&CP) Department across Chhattisgarh state. The primary purpose of this initiative was to identify projects liable for mandatory registration under the Act. During the systematic verification process, layouts approved by the Directorate of T&CP, were thoroughly examined in the light of their development characteristics, land use, and applicability under the RERA framework.

As a result of this coordinated exercise, several cases have been identified as liable for registration, and appropriate action for their registration has already been initiated. This initiative represents a major step toward strengthening compliance, expanding the regulatory ambit of the Authority, and ensuring that all eligible projects are duly registered.

To institutionalize and streamline this verification mechanism, CG RERA and the T&CP Department are in the process of establishing real-time data sharing through API integration. This system will enable the automatic transfer of layout and approval data from T&CP to CG RERA, facilitating timely identification of projects requiring registration and ensuring continuous monitoring of compliance.

At present, records of approved layouts are being regularly received from the T&CP Department and are under verification to assess their liability for registration under the provisions of the Act. This initiative exemplifies the Authority's commitment to transparency, accountability and inter-departmental coordination, thereby contributing to the orderly growth and regulation of the real estate sector in Chhattisgarh.

4.2 Sub Committee Develops Uniform QPR Performa for all RERAs

The Governing Council had commissioned a study on the Performa of Quarterly Progress Reports used by various RERAs. The was conducted by a committee consisting of Chairpersons Haryana RERA Panchkula and Tamil Nadu, and Members drawn from Maharashtra and Gujrat RERAs. The Committee analysed the Performa used by different RERAs and identified differences and shortcoming. A detailed presentation in this regard was made in the 25th GC meeting at Lonavala. After going through the presentation, it was decided to task the committee to develop common standards and protocols for Regulatory Compliance and Monitoring to be used for the common digital platform. Accordingly, after detailed analysis, the Committee has developed common Standards and Protocols for Regulatory Compliance and Monitoring.

RERA DATA STANDARDS

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8.1 Project Identification &Overview

Field ID	Data Field	Act Reference	Mandatory / Optional	Data Type	Validation Rules	Remarks
8.1.1	Project Section	Section 4(2)(a)	Optional	Text	Alphanumeric, max 50 characters, Format: [State Code]/RERA/[Year]/[Sequential Number]	Auto fetch from main data at time of registration / alteration
8.1.2	Project Name	Section 4(2)(b)	Optional	Text	Max 200 characters, no special characters except hyphen and space	Auto fetch from main data at time of registration / alteration
8.1.3	Project Number	As per registration number under provisions of the Act	Optional	Text	Alphanumeric, max 30 characters, must match registration format	Auto fetch from main data at time of registration / alteration
8.1.4	Project Address	Section 4(2)(c)	Optional	Text	Max 500 characters, must include city, state, PIN code	Auto fetch from main data at time of registration / alteration
8.1.5	Project Type	Section 4(2)(e)	Optional	Dropdown Text	Residential / Commercial / Mixed Use / Plotted Development / Residential Affordable Housing	Auto fetch from main data at time of registration / alteration
8.1.6	Registration Date	Section 4(2)(l)	Optional	Date	Format DD-MM-YYYY, cannot be future date, must be after RERA Act implementation	Auto fetch from main data at time of registration / alteration
8.1.7	Project Completion Date	Section 4(2)(l)(C)	Optional	Date	Format DD-MM-YYYY, must be after registration date, cannot be past date	Auto fetch from main data at time of registration / alteration
8.1.8	Quarter Ending Period	—	Optional	Date	Format DD-MM-YYYY, must be quarter end date (31-Mar / 30-Jun / 30-Sep / 31-Dec)	Auto-generate as per system date
8.1.9	Quarter Submission Date	—	Mandatory	Date	Format DD-MM-YYYY	Punch

8.2 Estimated Project Costs

Field ID	Data Field	Act Reference	Mandatory / Optional	Data Type	Validation Rules	Remarks
8.2.1	Estimated Cost of Land	Section 4(2)(l)(D)	Mandatory / Optional	Currency	Positive number, max 15 digits, 2 decimal places, INR format	Auto fetch from main data at time of registration / alteration
8.2.2	Estimated Cost of Construction of Apartments	Section 4(2)(l)(D)	Mandatory / Optional	Currency	Positive number, max 15 digits, 2 decimal places, INR format	Auto fetch from main data at time of registration / alteration
8.2.3	Estimated Cost of Infrastructure & Other Structure	Section 4(2)(l)(D)	Mandatory / Optional	Currency	Positive number, max 15 digits, 2 decimal places, INR format	Auto fetch from main data at time of registration / alteration
8.2.4	Other Costs (including EDC, taxes, levies, etc.)	Section 4(2)(l)(D)	Mandatory / Optional	Currency	Positive number or zero, max 15 digits, 2 decimal places, INR format	Auto fetch from main data at time of registration / alteration
8.2.5	Total Estimated / Revised Project Cost	Section 4(2)(l)(D)	Optional	Currency	Sum of fields 8.2.1 to 8.2.4, auto-calculated, read-only	Auto fetch from main data at time of registration / alteration
8.2.6	Estimated Balance Cost to Complete the Project	Section 4(2)(l)(D)	Optional	Currency	Positive number or zero, max 15 digits, 2 decimal places, cannot exceed total project cost	Auto fetch from main data at time of registration / alteration; Auto generated on basis of registration / alteration data & previous quarter data

8.3 Estimated Project Costs

Field ID	Data Field	Act Reference	Mandatory / Optional	Data Type	Validation Rules	Remarks
8.3.1	Total Expenditure on the Project	Section 4(2)(l)(D)	Optional	Currency	Positive number or zero, max 15 digits, 2 decimal places, cannot exceed total project cost	Auto fetch from main data at time of registration / alteration; Auto-generated from the data submitted in all previous quarters
8.3.2	Expenditure Made Up to the Date of Registration	Section 4(2)(l)(D)	Optional	Currency	Positive number or zero, max 15 digits, 2 decimal places, cannot exceed total expenditure	Auto fetch from main data at time of registration / alteration
8.3.3	Expenditure on Infrastructure in the Quarter	Section 11(1)(d)	Mandatory	Currency	Positive number or zero, max 15 digits, 2 decimal places, INR format	—
8.3.4	Expenditure on Taxes, Levies, EDC, etc. in the Quarter	Section 4(2)(l)(D)	Mandatory	Currency	Positive number or zero, max 15 digits, 2 decimal places, INR format	—
8.3.5	Actual Paid Taxes, Levies, EDC as on Date	Section 4(2)(l)(D)	Mandatory	Currency	Positive number or zero, max 15 digits, 2 decimal places, INR format	—
8.3.6	EDC Due as on Date	Section 4(2)(l)(D)	Optional	Currency	Number (can be zero), max 15 digits, 2 decimal places, INR format	—
8.3.7	Amount Utilized for Construction	Section 4(2)(l)(D)	Mandatory	Currency	Positive number or zero, max 15 digits, 2 decimal places, INR format	—
8.3.8	Amount Utilized for Approvals and Others	Section 4(2)(l)(D)	Optional	Currency	Positive number or zero, max 15 digits, 2 decimal places, INR format	Auto fetch from main data at time of registration / alteration
8.3.9	Balance Amount from Collected Funds	Section 4(2)(l)(D)	Mandatory	Currency	Number (can be negative), max 15 digits, 2 decimal places, INR format	—

8.4 Financial Information & Fund Utilization

Field ID	Data Field	Act Reference	Mandatory / Optional	Data Type	Validation Rules	Remarks
8.4.1	Cash Inflow	Section 4(2)(l)(D)	Mandatory	Currency	Positive number or zero, max 15 digits, 2 decimal places, INR format	–
8.4.2	Escrow/Separate Bank Account Details (Account No., Bank Name, Branch, IFSC)	Section 4(2)(l)(D)	Optional / Mandatory Optional	Text	Account No: 9–18 digits; IFSC: 11 alphanumeric characters; Bank Name & Branch: max 100 characters each	Auto fetch from main data at time of registration / alteration
8.4.3	Opening Balance in Escrow/Separate Account	Section 4(2)(l)(D)	Optional	Currency	Number (can be negative), max 15 digits, 2 decimal places, INR format	Auto fetch from main data at time of registration / alteration
8.4.4	Amount Deposited in Escrow/Separate Account	Section 4(2)(l)(D)	Mandatory Optional	Currency	Positive number or zero, max 15 digits, 2 decimal places, INR format	–
8.4.5	Amount Withdrawn from Escrow/Separate Account	Section 4(2)(l)(D)	Mandatory Optional	Currency	Positive number or zero, max 15 digits, 2 decimal places, INR format	–
8.4.6	Sources of Fund	Section 4(2)(l)(D)	Mandatory	Text	Multi-select: Own Funds, Bank Loan, Customer Advances, Other Sources, max 200 characters	Auto fetch from main data at time of registration / alteration

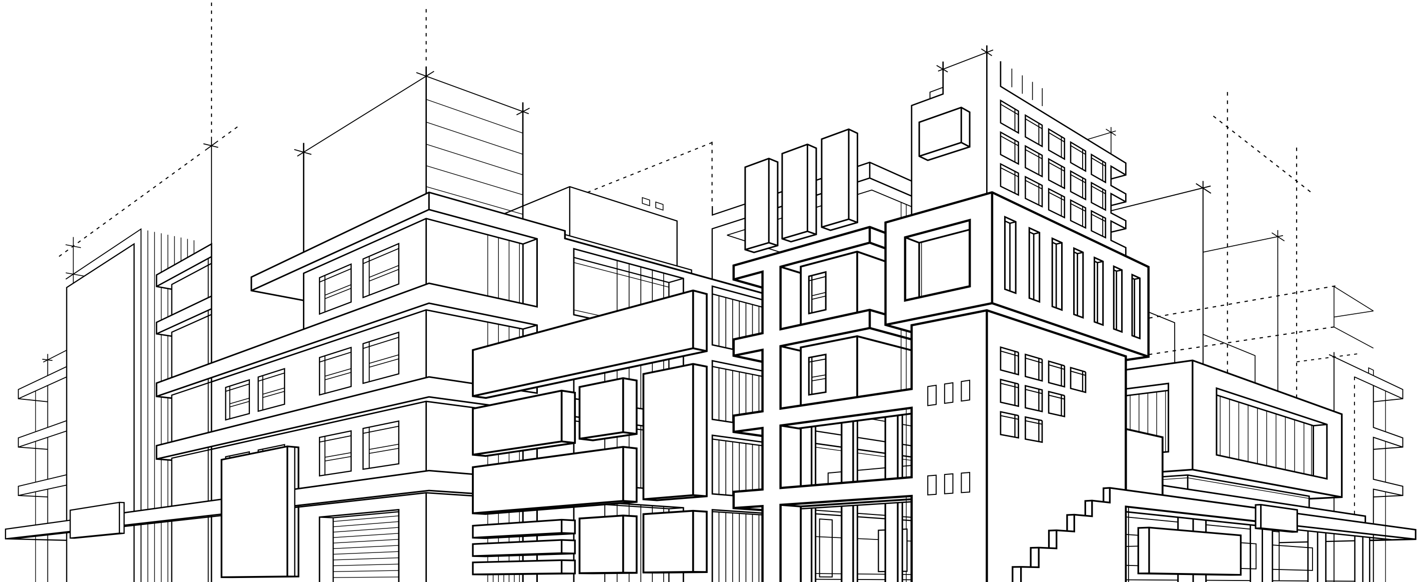
8.5 Sales & Booking Details

Field ID	Data Field	Act Reference	Mandatory / Optional	Data Type	Validation Rules	Remarks
8.5.1	Total Plots/Apartments /Garages	Section 11(1)(b)	Optional / Mandatory	Numeric	Positive integer, max 6 digits, greater than 0	Auto fetch from main data at registration / Alteration
—	Number of Total RCC Slabs including Basement	Section 11(1)(a)	Mandatory	Numeric	—	—
—	Number of Basements	Section 11(1)(a)	Mandatory	Numeric	—	—
—	Number of Floors	Section 11(1)(a)	Mandatory	Numeric	—	—
—	Number of Lifts	Section 11(1)(a)	Mandatory	Numeric	—	—
8.5.2	Inventory Type	Section 11(1)(b)	Optional / Mandatory	Text	Dropdown: Plots / Apartments / Garages / Shops / Offices / Mixed	Auto fetch from main data
8.5.3	Sold/Booked up to Previous Quarter	Section 11(1)(b)	Optional / Mandatory	Numeric	Non-negative integer, max 6 digits, cannot exceed total units	Auto fetch
8.5.4	Sold/Booked in the Current Quarter	Section 11(1)(b)	Mandatory	Numeric	Non-negative integer, max 6 digits	—
8.5.5	Cumulative Number of Units Sold/Booked	Section 11(1)(b)	Mandatory	Numeric	Auto calculated: prev + current	—
—	Cumulative Number of Garages Booked	Section 11(1)(c)	Mandatory	Numeric	—	—

Field ID	Data Field	Act Reference	Mandatory / Optional	Data Type	Validation Rules	Remarks
8.5.6	Unsold / UnBooked Units	Section 11(1)(b)	Mandatory	Numeric	Total units minus cumulative sold, auto calc	—
8.5.7	Total Area (Sq.m.) of Units Sold/Booked	Section 11(1)(b)	Mandatory	Numeric	Positive decimal, max 10 digits, 2 decimals	—
8.5.8	Total Area (Sq.m.) of Units Unsold / Unbooked	Section 11(1)(b)	Mandatory	Numeric	Non-negative decimal, max 10 digits, 2 decimals	—
8.5.9	Balance Receivables from Sold Apartments	Section 11(1)(b)	Mandatory	Currency	Non-negative, max 15 digits, 2 decimals	INR format
8.5.10	Balance Unsold Area & Estimated Sales Proceeds	Section 11(1)(b)	Mandatory	Numeric	Non-negative decimal, max 10 digits, 2 decimals	Note: Balance Unsold Area duplicate of 8.5.8
8.5.11	Estimated Receivables of Ongoing Project	Section 11(1)(b)	Mandatory	Currency	Non-negative, max 15 digits, 2 decimals	INR format
8.5.12	Unit Status (Booked, Cancelled, Pledge)	Section 11(1)(b)	Mandatory	Text	Dropdown: Booked / Cancelled / Pledged / Available / Sold / Registered	—
8.5.13	Allottee Name, Mobile, Email, KYC	Section 11(1)(b)	Mandatory	Text	Name max 100 chars, Mobile 10 digits, Email valid format, KYC Aadhaar/PAN	—
8.5.14	Date of Allotment / Booking / Agreement of Sale	Section 11(1)(b)	Mandatory	Date	DD-MM-YYYY, Not future date, must be after registration date	—
8.5.15	Agreement of Sale / Sale Deed Registration No. & Date	Section 17	Mandatory	Text & Date	Reg No: alphanumeric max 50 chars; Date: DD-MM-YYYY	—
8.5.16	Refund Amount & Details for Cancelled Bookings	Section 18	Mandatory	Currency & Text	Amount: positive number 2 decimals; Details: max 500 chars	Two separate rows required

8.6 Allottee Personal Information (Section 13)

Field ID	Data Field	Act Reference	Mandatory / Optional	Data Type	Validation Rules	Remarks
8.6.1	Primary Allottee Name	Section 13	Mandatory	Text	Full legal name	As per identity documents
8.6.2	Co-Applicant Name(s)	Section 13	Optional / Mandatory (If	Text	Joint applicant names	Required only if joint ownership
8.6.3	Father's / Spouse Name	Section 13	Mandatory	Text	As per official documents	Identity verification
8.6.4	Date of Birth	Section 13	Optional	Date (DD-MM-YYYY)	Valid date format	Used for age verification
8.6.5	Gender	Section 13	Mandatory / Optional	Dropdown	Male / Female / Other	Gender identification
8.6.6	Nationality	Section 13	Mandatory	Dropdown	Country selection	Indian / Foreign National
8.6.7	Occupation	Section 13	Optional	Text	Professional details	Source of income
8.6.8	Annual Income	Section 13	Optional	Currency	Income verification	Financial capability assessment



8.7 Allottee Personal Information (Section 13)

Field ID	Data Field	Act Reference	Mandatory / Optional	Data Type	Validation Rules	Remarks
8.7.1	Permanent Address	Section 13	Mandatory	Text (Alpha–Numeric–Special Characters)	Complete address with PIN	Permanent residence
8.7.2	Correspondence Address	Section 13	Mandatory	Text (Alpha–Numeric–Special Characters)	Mailing address	If different from permanent
8.7.3	Mobile Number	Section 13	Mandatory	Numeric	10-digit number	Primary contact
8.7.4	Landline Number	Section 13	Optional	Numeric	STD code + Number	Alternative contact
8.7.5	Email Address	Section 13	Mandatory	Email	Valid email format	Electronic communication

8.8 Identity and Documentation

Field ID	Data Field	Act Reference	Mandatory / Optional	Data Type	Validation Rules	Remarks
8.8.1	PAN Number	Section 13	Mandatory	Alphanumeric	Valid PAN format	Income tax identification
8.8.2	Aadhaar Number	Administrative	Optional	Numeric	12-digit; encrypted masked details	Privacy compliant storage

8.9 Construction Progress & Photos

Field ID	Data Field	Act Reference	Mandatory / Optional	Data Type	Validation Rules	Remarks
8.9.1	Overall Percentage of Project Completion	Section 11(1)(d)	Mandatory	Numeric	—	—
—	Details of percentage of work done for internal works in individual blocks	Section 11(1)(e)	Mandatory	Numeric	—	—
—	Details of percentage of work done for external works in individual blocks	Section 11(1)(e)	Mandatory	Numeric	—	—
—	Details of percentage of work done for development in common area	Section 11(1)(e)	Mandatory	Numeric	—	—
8.9.2	Percentage of Project Completion at Start of the Quarter	Section 11(1)(d)	Mandatory	Numeric	Range: 0–100; decimal up to 2 places; must be ≤ overall completion	—

Field ID	Data Field	Act Reference	Mandatory / Optional	Data Type	Validation Rules	Remarks
8.9.3	Percentage of Project Completion During the Quarter	Section 11(1)(d)	Mandatory	Numeric	Range: 0–100; decimal up to 2 places; (Start + During) = Overall completion	—
8.9.4	Milestone Chart / Bar Chart / Gantt Chart	Section 11(3)(b)	Mandatory	Chart / Table	PDF/JPEG/PNG; max 10MB; min resolution 800×600	—
8.9.5	Estimated Start Date of the Activity	Section 11(1)(d)	Optional / Mandatory	Date	DD-MM-YYYY	Auto fetch from registration / alteration
8.9.6	Estimated End Date of the Activity	Section 11(1)(d)	Optional / Mandatory	Date	DD-MM-YYYY	Auto fetch from registration / alteration
8.9.7	Actual Start Date of the Activity	Section 11(1)(d)	Mandatory	Date	DD-MM-YYYY	—
8.9.8	Actual End Date of the Activity	Section 11(1)(d)	Mandatory	Date	DD-MM-YYYY	—
8.9.9	Status of Construction of Each Building/Floor with Photos	Section 11(1)(d)	Mandatory	Image	JPEG/PNG; max 5MB; min resolution 1024×768; geo-tag preferred	—
8.9.10	Status of Construction of Internal Infrastructure / Common Areas with Photos	Section 11(1)(d)	Mandatory	Image	JPEG/PNG; max 5MB; min resolution 1024×768; geo-tag preferred	—
8.9.11	Geo-tagged Photographs of Project	Implied u/s 11	Mandatory / Optional	Image	JPEG/PNG with GPS metadata; max 5MB; coordinates must match site	—
8.9.12	Photographs of External Development / Individual Blocks	Section 11(1)(d)	Mandatory	Image	JPEG/PNG; max 5MB; min 1024×768; multiple angles	—
8.9.13	Photographs of Flooring / Internal Works	Section 11(1)(d)	Mandatory	Image	JPEG/PNG; max 5MB; min 1024×768; clear visibility	—
8.9.14	Dated Picture of Display Board	Nil	Mandatory / Optional	Image	JPEG/PNG; max 5MB; date clearly visible; RERA display board mandatory	—

8.10 Certifications & Documents

Field ID	Data Field	Act Reference	Mandatory / Optional	Data Type	Validation Rules	Remarks
8.10.1	Promoter Self-Certificate of Stage	Nil	Optional	Text	Max 2000 characters, must include declaration statement and signature details	—
8.10.2	Completion Certificates & Details	Section 11(1)(f)	Optional / Mandatory	Documents & Text	PDF format, max 10 MB, certificate number and date mandatory	Not Necessary
8.10.3	Occupancy Certificate (OC) & Details / Building Use Permission (BU) Certificate Details	Section 11(1)(f)	Optional / Mandatory / Optional	Documents & Text	PDF format, max 10 MB, issued by competent authority	Not Necessary
8.10.4	Formation of Legal Entity (Society/Co-op) / Incorporation of Company	Section 11(4)(e)	Mandatory Optional	Documents & Text	Registration certificate PDF, registration number alphanumeric max 50 chars	—

8.11 Legal & Compliance

Field ID	Data Field	Act Reference	Mandatory/ Optional	Data Type	Validation Rules	Remarks
8.11.1	List of Legal Cases	Section 4(2)(l)(B)	Mandatory	Text	Max 5000 characters	Include case numbers, court names, and status
8.11.2	Changes in Encumbrances Report & CERSAI Reports	Section 4(2)(l)(B)	Mandatory	Documents & Text	PDF format, max 20 MB	Report date must be within last 6 months

8.12 Miscellaneous Information

Field ID	Data Field	Act Reference	Mandatory/ Optional	Data Type	Validation Rules	Remarks
8.12.1	Status of Grievance Redressal, if any	Section 11(1)(g)	Mandatory/ Optional	Documents & Text	PDF/Text format	Include other relevant details
8.12.2	Government Dues and Payment Details	Section 4(2)(l)(D)	Mandatory/ Optional	Documents & Text	Payment receipts in PDF, amounts in INR	Include dues clearance certificate

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