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# AIFORERA

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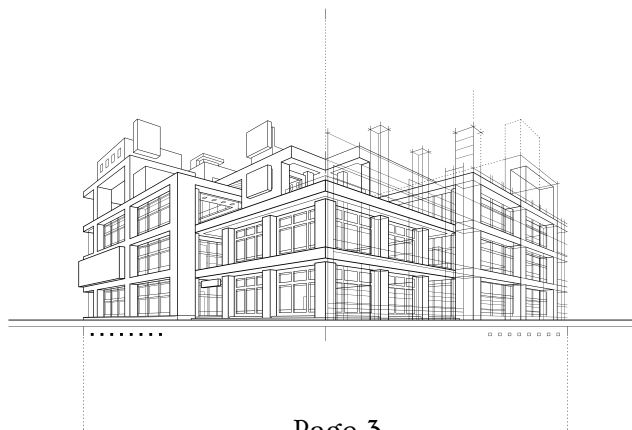
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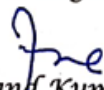
## Chairman's Message

Anand Kumar  
Chairman, AIFORERA  
Dear Readers,

It is heartening to note that our E-Journal has entered its second year of publication with the release of Volume 2. The feedback received from stakeholders so far has been very encouraging. However, we remain committed to continuously improving its scope and quality so that it becomes even more valuable for our readers.

This issue highlights several new initiatives undertaken by various RERAs, including development of Standard Operating Procedures (SOPs) and a case study on the implementation of Section 8 in relation to stalled projects.

We always welcome feedback and suggestions from our readers and would greatly appreciate your inputs to help us further strengthen the journal.

Best Regards,  
  
[Anand Kumar]

# JUDGEMENTS

2.1 Supreme Court of India, Civil Appellate Jurisdiction, Civil Appeal No. 92 Of 2026: The Property Company (P) Ltd Versus Rohinten Daddy Mazda. Dated January 7, 2026.



## Issue

The Court framed two principal issues: Whether the CLB, being a quasi-judicial body, had the power to condone delay in filing an appeal under Section 58(3) of the Companies Act, 2013; and Whether Section 433 of the Companies Act, 2013 (which makes the Limitation Act applicable to NCLT/NCLAT) could be applied retrospectively to validate the CLB's order.

## The Court's Analysis

The Court reaffirmed the established doctrine that the Limitation Act applies only to "courts", unless a special statute expressly extends its applicability to tribunals. Relying on precedents such as: *Town Municipal Council, Athani v. Presiding Officer, Labour Court, Kerala State Electricity Board v. T.P. Kunhaliumma, M.P. Steel Corporation v. Commissioner of Central Excise*, the Court emphasized that: The Limitation Act's provisions, including Section 5 (condonation of delay), are forum-specific. Tribunals cannot assume such power unless explicitly authorized.

## Significance

This decision is important for three reasons: reinforcement of "Body-Specific" Limitation Doctrine, The Court clearly establishes that limitation law depends not only on the nature of proceedings but also on the identity of the adjudicatory forum. With Strict Interpretation of Tribunal Powers, the judgment limits expansive readings of inherent powers and resists equity-based extensions of jurisdiction. Substantive Character of Limitation, the ruling underscores that expiry of limitation creates vested rights in favor of the opposite party, which cannot be disturbed absent statutory authority.

## 2.2 Ansal Crown Heights Flats Buyers Association vs Ansal Crown Infrabuild India Pvt. Ltd. Supreme Court of India Civil Appellate Jurisdiction. CIVIL APPEAL NO(S). 4480-4481 OF 2023. Decided on January 17, 2024.

### Issue

Homebuyers obtained an order from the National Consumer Disputes Redressal Commission (NCDRC) directing the developer to: Complete the project and hand over possession; or refund the deposited amount with 9% interest, failing which 12% interest plus ₹25,000 costs shall be payable.

Meanwhile, insolvency proceedings under Section 9 of the Insolvency and Bankruptcy Code, 2016 (IBC) were admitted against the developer company. Due to the moratorium under Section 14 IBC, execution against the company was barred. The homebuyers sought to execute the order against the company's directors/officers (Opposite Party Nos. 2-9). Therefore, the issue arose: Whether, during a moratorium under Section 14 of the IBC against a company, execution proceedings can continue against its directors/promoters.

### Court's Findings

Section 14 moratorium applies only to the corporate debtor (company). It does not automatically extend protection to directors/officers. Relied on: P. Mohanraj v. Shah Bros. Ispat (P) Ltd. Anjali Rathi v. Today Homes and Infrastructure Pvt. Ltd. The NCDRC had not examined whether the directors were independently liable. Merely because there is a moratorium against the company, proceedings cannot be stopped against directors if they are otherwise legally liable.

### Decision

Supreme Court set aside the NCDRC's order. Execution proceedings may continue against Opposite Party Nos. 2-9. Directors are free to raise objections regarding their liability. The NCDRC must determine their executability in accordance with law. Thus, the Key Legal Principle laid down was that a moratorium under Section 14 of the IBC protects only the corporate debtor, not its directors/promoters, unless specific legal protection applies to them.



## 2.3 Vinit Bahri vs. M/S MGF Developers Ltd. Supreme Court of India 2026 INSC 114. Decided on 04 February, 2026

### Issue

The appellants booked a residential unit in 2005 in a housing project “The Villas” at Gurgaon. A Flat Buyer’s Agreement (2006) promised possession within 36 months (with 90 days’ grace). Possession was delayed and ultimately handed over in January 2015. The buyers alleged: Delay in possession, Unilateral change in layout plan, Excess charges (EEDC, IDC, service tax, fittings), Compensation for mental agony. They filed a complaint before the NCDRC (2017) alleging deficiency in service and unfair trade practice. The National Consumer Disputes Redressal Commission dismissed the complaint holding that: The flat had been leased out, Leasing amounted to a commercial purpose, Hence, the appellants were not “consumers” under Section 2(1)(d) of the Consumer Protection Act, 1986. Thus, Issue Before the Supreme Court was: Whether leasing out a residential flat automatically makes the buyer fall within the exclusion clause (“commercial purpose”) under Section 2(1)(d) of the 1986 Act?

### Court’s Analysis

The Court relied on earlier precedents including: Laxmi Engineering Works vs P.S.G. Industrial Institute, Lilavati Kirtilal Mehta Medical Trust vs Unique Shanti Developers, Shriram Chits (India) Pvt Ltd vs Raghachand Associates. The Court clarified: Dominant Purpose Test

Whether a transaction is for a “commercial purpose” depends on the dominant intention behind the purchase. Mere leasing of property does not automatically prove commercial purpose.

The builder/service provider bears the burden to prove that the purchase was for commercial purposes. Preponderance of Probabilities Standard applies

### Held

The Consumer Protection Act is a beneficial legislation and must be interpreted in favour of consumers unless clear exclusion is established. As the builder failed to prove that the dominant purpose of purchase was profit-generation, leasing alone does not establish commercial intent.

## 2.4 Sumit Bansal vs M/S MGI Developers and Promoters: Supreme Court of India, Criminal Appellate Jurisdiction, Criminal Appeal No. 141 Of 2026. Decided on January 8, 2026

### Issue

The complainant, Sumit Bansal, entered into an Agreement to Sell (07.11.2016) with M/s MGI Developers and its proprietor Manoj Goyal for purchase of three commercial units in Ghaziabad. Total consideration: ₹1,72,21,200 plus ₹35,00,000 as appreciation amount in case of failure to execute sale deeds by 30.09.2018. The sale deeds were not executed. Multiple cheques were issued. All cheques were dishonored. After statutory notices, five complaints were filed under Section 138 of the Negotiable Instruments Act, 1881. However, Delhi High Court Proceedings holding that it pertained to the same underlying liability as the personal cheques. Parallel prosecutions for the same debt would amount to abuse of process. Thus, issues before the Supreme Court were: Whether the High Court was justified in quashing one complaint on the ground that it arose from the same underlying transaction; and Whether the High Court erred in refusing to quash the remaining complaints.

### Held

Under Section 138 NI Act, each dishonored cheque constitutes a separate cause of action, provided statutory requirements are satisfied. The firm cheques and personal cheques were distinct instruments, drawn on different accounts, Presented and dishonored separately, Followed by independent statutory notices. Whether cheques were “alternative” or “substitute” securities is a disputed question of fact, requiring trial. The High Court effectively conducted a mini-trial, which is impermissible under Section 482 CrPC.

### Significance

#### Significance

Each dishonored cheque generates a distinct cause of action, even if arising from the same transaction. Multiplicity of cheques does not merge liability into one prosecutable event. High Courts must avoid conducting a factual evaluation under Section 482 CrPC. Statutory presumption under Section 139 NI Act must be respected at the threshold stage.





## 2.5 Sriganesh Chandrasekaran and Others v. Unishire Homes LLP: Supreme Court of India. 2026 INSC 172; Civil Appeal Nos. 10527-10530 of 2024.

### Background

In *Sriganesh Chandrasekaran and Others v. Unishire Homes LLP* (2026 INSC 172), decided on February 20, 2026, the Supreme Court of India ruled that landowners who entered a Joint Development Agreement (JDA) with a developer are not jointly and severally liable for delay compensation to flat buyers when construction obligations rest solely with the developer. In a significant victory for landowners, the apex court affirmed that contractual terms assigning construction and delivery obligations solely to the developer absolve landowners of delay compensation claims. Homebuyers must now pursue recourse exclusively against the errant developers, though landowners and developers remain jointly responsible for ensuring title transfer and executing sale deeds. This landmark judgment reshapes risk allocation in real estate partnerships, placing greater financial and legal onus on developers.

### Key Takeaways and Judgment Details

- **Core Dispute:** Flat buyers sought compensation from both the developer (Unishire Homes LLP) and the original landowners for a delay of over six years in project completion.
- **Key Ruling:** The Supreme Court held that landowners cannot be held liable for deficiencies in service (delay) if they are not directly involved in construction, especially if the developer indemnified them.
- **Liability Split:** The developer is solely liable for paying compensation/interest for the delay, while the landowners were directed to ensure the transfer of title and execution of sale deeds.
- **Context:** The Court clarified that holding landowners liable solely on the basis of a General Power of Attorney (GPA) in a JDA, when the developer is the main service provider, is incorrect.

The judgment protects landowners from liability arising from a developer's failure to complete projects on time, distinguishing between the obligation to convey land (landowner) and the obligation to construct (developer).

## Background

The issue before the Supreme Court was whether a consumer complaint filed before the National Consumer Disputes Redressal Commission (NCDRC) was maintainable when the complainants had earlier approached the Maharashtra Real Estate Regulatory Authority (MahaRERA) under the Real Estate (Regulation and Development) Act, 2016. The complainants had initially filed complaints before MahaRERA alleging that the developer, M/s Kabra and Associates, failed to register the project under Section 3 of the RERA Act. MahaRERA ruled that registration of the project was not mandatory and the order attained finality. The complainants later filed another complaint under Section 18 of the Act seeking refund but withdrew it with liberty to file a fresh complaint before the Authority. Instead of refiling before MahaRERA, the complainants filed a consumer complaint before the NCDRC in 2022. The NCDRC held the complaint maintainable.

## Background

The Supreme Court set aside the NCDRC order and held:

- a) Doctrine of Election of Remedies: When two parallel remedies exist (under RERA and the Consumer Protection Act), a party who chooses one remedy cannot later switch to another for the same cause of action.
- b) The complainants had already elected the RERA forum and even withdrew their complaint there with liberty to refile before the same authority.
- c) Having taken that course, they could not subsequently approach the consumer forum.
- d) The earlier MahaRERA order regarding project registration had attained finality and was binding on the parties.

## Decision

The Supreme Court allowed the appeal, set aside the NCDRC order declaring the consumer complaint maintainable, and held that the complainants could not pursue the consumer forum after electing the RERA remedy. A party who chooses a remedy under RERA and withdraws the proceedings with liberty to refile before the same authority cannot subsequently approach the consumer forum for the same dispute, due to the doctrine of election of remedies.

## SECTION 3 RERA ORDERS

### PUNJAB REAL ESTATE REGULATORY AUTHORITY

ORDER 1: Jubilee Techyard & Jubilee Boulevard, Promoter: M/s Jubilee Joy Homes LLP

Date: 11.12.2025

**Provision Invoked:** Section 59 read with Section 40(1) of the Real Estate (Regulation and Development) Act, 2016

#### Background

The Authority received information that the promoter was advertising and promoting two projects—“Jubilee Techyard” and “Jubilee Boulevard”—in Mohali without obtaining mandatory registration under Section 3 of the Act. Promotional materials such as flex boards and flags were displayed, and advances were allegedly collected from prospective buyers.

#### Key Findings

The promoter advertised, promoted, accepted advance amounts, and sold certain plots prior to obtaining RERA registration, which is expressly prohibited under the Act. Promotional materials were removed. Registration application was filed (pending consideration). Undertaking given for future compliance. Section 3 mandates prior registration before advertisement or sale. Under Section 59(1), penalty for default may extend up to 10% of estimated project cost (up to ₹9.8 Crores in this case). Acceptance of funds prior to registration defeats safeguards under Section 4(2)(l)(D), particularly the requirement to deposit 70% of collections in a separate escrow account.

#### Decision

The Authority held that the promoter committed a clear statutory violation. Considering proportionality and subsequent compliance efforts, a penalty of ₹25,00,000 (Twenty-Five Lakhs) was imposed. The penalty is recoverable as land revenue under Section 40(1) of the Act read with Punjab RERA Rules. Payment to be made within 60 days, failing which recovery proceedings shall be initiated.

The promoter must reconcile accounts from the date of first sale/receipt of money in accordance with Section 4(2)(l)(D). After registration, the promoter must file: First quarterly return, First, annual return, and Audit by an independent Chartered Accountant (minimum 10 years' experience; different from regular statutory auditor). Promoter and partners are jointly and severally liable for future compliance. The Authority emphasized that prior registration is mandatory and non-negotiable, and any attempt to advertise or collect money for unregistered projects will attract strict action.

## ORDER 2

Rakesh Verma & Anr. vs. Omaxe New Chandigarh Developers Pvt. Ltd.  
Complaint No.: GC No. 0145/2024, Order Date: 28.11.2025, Project: Group  
Housing (The Lake) – New Mullanpur (SAS Nagar)

### Background

The complainants booked Flat No. TLC/EMERALD-C/Twelfth/1203 in the respondent's project in 2018 for ₹60,78,528/-. They paid ₹56,50,000/- (over 90% of the sale consideration). As per the Agreement to Sale (23.01.2019), possession was to be delivered by 31.07.2021, with a 6-month grace period (subject to force majeure). Possession was not delivered. Hence, the complainants sought: Delivery of possession with Completion/Occupancy Certificate, Interest @ 18% p.a. for delay, Execution of conveyance deed.

### Key Issues & Findings

#### (i) Delay in Possession

Authority extended project timelines by 6 months due to COVID-19. As of hearing, possession was not delivered and Completion/Occupancy Certificate not obtained. Delay exceeded 4 years beyond the original promised date. Hence, held that promoter failed to comply with Section 18 of the Real Estate (Regulation and Development) Act, 2016.

#### (ii) Arbitration Clause Objection

The promoter argued that the arbitration clause barred RERA jurisdiction. Relying on Emaar MGF Land Ltd. v. Aftab Singh, the Authority held that the existence of an arbitration clause does not oust RERA jurisdiction. Objection rejected.

### (iii) Liability of Directors

The complainants arrayed individual directors as parties. The Authority held: Agreement was executed with the company alone. Consideration was paid to the company. No independent liability of directors established. Hence, the complaint was maintainable only against the promoter company.

### Relief Granted (Partly Allowed)

(1) Promoter was directed to Obtain Completion/Occupancy Certificate and issue Offer of Possession within 7 days of obtaining certificate.

(2) Delay Interest was awarded @ 10.85% p.a. (SBI Highest MCLR 8.85% + 2% as per Punjab RERA Rules). Interest payable from 31.01.2022 till valid offer of possession. Calculated till 30.11.2025: Principal considered: ₹56,50,000/-, Delay period: 46 months, Interest awarded: ₹23,49,929/-. Further interest: ₹51,085 per month from 01.12.2025 till possession.

(3) Set-off Mechanism will be that amount payable to allottee and any dues payable by allottee to promoter shall be mutually adjusted. Only net balance payable and allottee exempted from paying maintenance charges to promoter until awarded amount is fully adjusted (except if maintenance transferred to RWA/third party).

(4) Relying on *Newtech Promoters and Developers Pvt. Ltd. v. State of Uttar Pradesh*, the Authority held that: Awarded amount is recoverable as Land Revenue under Section 40(1). If unpaid within 90 days, Secretary shall issue Debt Recovery Certificate to Deputy Commissioner for recovery. Complainants declared Decree Holders; promoter declared Judgment Debtor.



## ORDER 1

Suo Motu in E.P. No. 17/2024 arising from Complaint No. 208/2022 Project: Galaxy Bridgewood, Kadavanthara, Ernakulam Promoter/Judgment Debtors: Galaxy Homes Pvt. Ltd. & Managing Director.

### Background

In Complaint No. 208/2022, the Authority had passed a final order dated 24.07.2023 directing the promoter to: Complete the project and hand over possession within one month and Pay delay interest @ 16.85% p.a. on ₹20,87,565 from 01.09.2020 till handing over possession. The promoter failed to comply. The allottees (Decree Holders) filed Execution Petition No. 17/2024. Revenue Recovery proceedings were initiated for unpaid interest. Revenue Recovery requisition issued to District Collector for ₹12,47,043 (interest component). Promoter claimed pending dues from allottees but failed to produce documentary proof of demand or notice. No stay order was granted by Appellate Tribunal. The Authority observed a recalcitrant and defiant attitude, noting that over 30 cases were pending against the promoter.

### Legal Findings

The promoter failed to comply with the Authority's order thereby attracting penalty under Section 63 of the Real Estate (Regulation and Development) Act, 2016 (penalty up to 5% of project cost for continued default). Section 40 (recovery as arrears of land revenue) read with Rule 27 of Kerala RERA Rules, 2018, and Order XXI Rule 35 CPC. The Authority can enforce its orders like a civil court decree, including physical delivery of possession with police assistance.

The allottees approached the High Court of Kerala, which directed the Authority to ensure possession within three weeks. The Authority acknowledged delay due to procedural issues (lack of quorum), but prioritized enforcement. The Authority also relied on the Supreme Court judgment in *Rahul S. Shah v. Jinendra Kumar Gandhi* emphasizing timely execution of decrees.

## Final Directions

Deputy Director of the Authority appointed as Enforcement Officer. Directed to take over possession of Apartment No. F-8 (8th Floor) in Galaxy Bridgewood Block 1 from promoter. Hand over possession to allottees within one month. Police assistance permitted, if required. ₹2,000 per day penalty imposed from 02.08.2023 (date after original order) till compliance, to be paid within one month, failing which, recovery proceedings under Section 40(1) will continue. The Authority invoked its coercive enforcement powers to ensure: Physical delivery of possession through official takeover. Daily penalty for continued non-compliance, and Recovery of dues as arrears of land revenue. This order reinforces that RERA authorities can execute possession orders directly, akin to civil courts, including use of police assistance.



## ORDER 2

Suo Motu Proceedings No. 1891/2024 (arising from Complaint No. 11/2019 & IA No. 74/2021). Project: MIR Cintra, Angamaly, Ernakulam, Promoter: M/s MIR Builders & Developers Pvt. Ltd. Date of Final Order: 02 August 2025

### Background

The MIR Cintra Flat Allottees Association filed Complaint No. 11/2019 alleging that failure to complete the project (original completion promised by 31.07.2017). Collection of approximately ₹15.06 crores from 46–47 allottees. Non-completion even of structural works. Non-compliance with earlier RERA directions. By order dated 05.02.2021, the Authority had directed completion and handover by 06.07.2022, Opening of an escrow/joint account, and Periodic progress reporting. The promoter failed to comply.

### Financial & Audit Findings

Promoter submitted audit schedules without adequate supporting documents. Total project cost shown: approx. ₹14.32 crores. Balance funds available with promoter: ₹3.44 crores (as per own schedules). Association's audit alleged excess receipts of ₹9.03 crores over expenditure. The Authority drew adverse inference against the promoter for lack of supporting records.

The Authority invoked Section 8 (lapse/revocation and completion through association), Section 37 (power to issue directions), under the Real Estate (Regulation and Development) Act, 2016. It concluded that the promoter was not capable of completing the project and intervention was necessary to protect allottees' interests.

### Core Directions Issued

#### **(a) Takeover by Allottees' Association**

The MIR Cintra Flat Allottees Association (with majority consent) was authorized to take over the entire project (99.73 cents land), complete remaining construction and common amenities, and maintain the project thereafter. Apply for extension of project registration within 90 days, obtain renewal/revised planning permission, and provide undertaking to complete project within 18 months.



### **(b) Cancellation of Joint Venture**

The Joint Venture Agreement dated 17.07.2014 between promoter and landowners was cancelled (subject to civil remedies). Landowners directed to execute fresh JV with the Association within 3 months.

### **(c) Restraints on Promoter**

The promoter and its officers were restrained from selling, advertising, alienating, or creating encumbrances. They were also restrained from operating the escrow account (IDBI Bank, Angamaly) directed to hand over all original documents, approvals, plans, contracts, invoices, etc. and held liable for past acts/omissions and outstanding dues. Sub-Registrar directed not to register transactions except conveyance to allottees/association.

### **(d) Refund & Financial Directions**

Promoter was directed to refund ₹3,44,05,528/- (excess receipts as per audited schedules), deposit all post-05.02.2021 receipts into escrow account, and file affidavit of sales and payments. Allottees retain right to claim interest under Section 18 for delay.

### **(e) Monitoring Mechanism**

A Project Advisory & Monitoring Committee (PAMC) was constituted to:

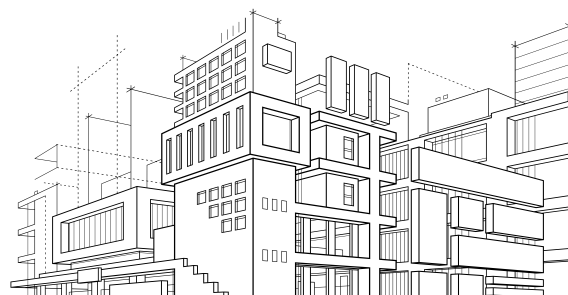
- Supervise project completion.
- Oversee financial transparency.
- Audit accounts annually.
- 

### **Timeline**

- 90 days: Apply for registration extension.
- 3 months: Fresh JV execution & conveyance obligations.
- 18 months: Completion of project (extension only on sufficient cause).
- Failure: Authority may revoke Section 8 relief and initiate action under the Act.

### **Significance of the Order**

This is a strong exercise of Section 8 powers, demonstrating that where promoter fails to complete and comply with RERA directions, the Authority can transfer control to the Allottees' Association, Cancel joint venture arrangements, Restrain promoter from project dealings, Direct refund of excess funds, and Create supervisory mechanisms for completion. The order reinforces RERA's objective of protecting allottees and ensuring project completion rather than mere liquidation or prolonged litigation.



# MAHARASHTRA RERA

Order 1: Complaint No.  
CC006000000580876 and 153 Other  
Complaints



## Background

The case consists of 154 clubbed complaints filed by Individual allottees, and The society/association of allottees. The complaints relate to the large residential project “Clan City”, registered in nine separate phases at Rohinjan, Panvel, Raigad. Reliefs were sought under Sections 7, 8, 13, 18 and 19 of the Real Estate (Regulation and Development) Act, 2016 (RERA), including: Revocation of project registration, Handover of project to the association, Possession with interest, Refund with interest and compensation, and Execution of agreements for sale.

## Key Issues

Project registrations had lapsed on 29-03-2024 and no extension application was filed by the promoter. Further, there was pending litigation by landowners, with an ad-interim injunction granted by the Hon’ble Bombay High Court (26-04-2022). There were serious delays in completion affecting allottees. Because all complaints concerned the same layout (though registered in nine phases), they were clubbed together.

To protect allottees’ interests and explore completion of the project MahaRERA invoked powers under Sections 32(g) and 37 of RERA. A Special Conciliation Panel was constituted comprising of Adv. Shirish Deshpande (Chairman, Mumbai Grahak Panchayat), Mr. Niranjana Hiranandani (Chairman, NAREDCO), The Director (Complaint Management), MahaRERA was appointed as Amicus Curiae. After multiple meetings with stakeholders (including MMRDA and Panvel Municipal Corporation), The Panel submitted its Final Report dated 05-01-2026. Unfortunately, the Conciliation Failed. However, the Panel made certain recommendations for project completion.

## Directions Issued

In view of these observations, the following order is passed in these complaints:-

- a. The Recommendation Report of the Special Conciliation Panel dated 05-01-2026 filed in these complaints in respect of the Clan City Projects is hereby accepted and taken on record. Accordingly, MahaRERA holds that the conciliation process has failed due to absence of any workable proposal from the promoter as well as associations of allottees/society.
- b. The project registrations of the Clan City Projects (total 9 projects) granted by MahaRERA in favour of the respondent promoter have lapsed and therefore, the said projects are considered as stressed projects.
- c. The respondent promoter shall not undertake any fresh sale, marketing, advertisement or creation of third-party rights in respect of the Clan City Projects.
- d. The complaints filed by the society and the association of the allottees and the association, stand disposed of, with directions to take appropriate steps as contemplated in the said report of the Special Conciliation Panel and MahaRERA Order No. 8 of 2019 dated 28-03-2019, as mentioned in the aforesaid para nos. 24 and 25 within the timeline of three months.
- e. It is further directed that, AoA shall take all necessary steps, including approaching the State Government, for grant of additional FSI/TDR, relaxation or modification of development norms, or any other statutory benefits, strictly for the purpose of completing the stalled projects and safeguarding the interests of homebuyers, and shall ensure necessary inter-departmental coordination so as to avoid procedural delays. If required and upon the request of the AoA, MahaRERA shall also request the State Government to extend necessary support for the said purpose. The AoA shall also take all necessary steps to get vacated the interim reliefs granted by the Hon'ble Bombay High Court in the proceedings filed by the landowners
- f. The MMRDA is directed to coordinate with the AoA and to resolve all issues relating to execution of the Rental Housing Component of the Clan City Projects in accordance with the development agreement and applicable Government policy and shall not withhold or delay any approvals, permissions, or clearances, off-site infrastructure etc. as required for completion of the project after takeover under Section 8 of the RERA.
- g. The Panvel Municipal Corporation shall extend full co-operation to the AoA by processing, expeditiously and in accordance with law, all applications relating to building permissions, commencement certificates, occupation certificates, layout approvals, and other approvals, off-site infrastructure etc. as required for completion of the said projects.
- h. After compliance of the necessary directions as mentioned in the aforesaid para no.(d) above, the AoA formed in the said project shall apply for transfer of the said projects by filing appropriate application under the provisions of Section 8 of the RERA within a further period of fifteen days.
- i. The adjudication of the remaining 136 complaints filed by the individual allottees seeking reliefs under Sections 13 and 18 of the RERA is deferred at this stage in view of the ongoing process for appointment of a new promoter under Section 8 of the RERA and as per para no. 35. However, the rights and contentions of the said complainants, being allottees of the said project stand protected and are kept open. The said complainants shall be at liberty to pursue appropriate remedies in accordance with law upon finalization of the appointment of the new promoter, including by filing appropriate applications before the MahaRERA.

## Order 2: Complaints concerning the project “Srushti Enclave” (Reg. No. P51900011095): Dated 03 April 2025

### Background

Five complaints were filed by homebuyers against Gadkari Builder and Associates. Earlier interim and non-compliance orders (dated 04.03.2020 and 08.04.2022) were set aside by the Maharashtra Real Estate Appellate Tribunal on 25.04.2024. The matters were remanded to MahaRERA for fresh adjudication. The project’s proposed completion date at registration was 31.12.2019, later extended to 30.06.2025, but possession with Occupation Certificate (OC) has not been granted.

### Key Issue:

Whether complainants are entitled to relief under Section 18 of the RERA Act for delayed possession.

### Authority’s Observations:

Registered Agreements for Sale were executed (2011–2013) and Possession was not delivered within stipulated time. For Complainants 2–4: Though agreements mentioned possession linked to OC, MahaRERA relied on the declared completion date (31.12.2019) at time of RERA registration. For Complainant 5: Specific possession date in AFS (30.04.2014) applied. Delay clearly established. Promoter cannot rely on perpetual/conditional clauses to avoid liability, and Promoter not entitled to COVID “moratorium period” benefit under MahaRERA Notifications.

### Relief Granted

#### Interest for Delay

Complainants 2–5 are entitled to interest on the amount paid (excluding taxes/stamp duty etc.). Arrears of interest to be adjusted against outstanding dues and Balance to be paid within 60 days. Future interest (till possession with OC) to be paid within 30 days of actual handover. No order as to costs. The Promoter will Update sold/unsold inventory on project webpage, Complete project and obtain Occupation Certificate at earliest, and Cannot claim benefit of MahaRERA moratorium notifications.



Order 3: In Complaint No. CC006000000428827

## Background

The complaint was filed by an allottee against the promoter of a registered real estate project under the Real Estate (Regulation and Development) Act, 2016. The grievance primarily concerned delay in possession and consequential relief under Section 18 of the Act. The project was registered with MahaRERA and had a declared completion timeline at the time of registration.

## Issues Considered

1. Whether there was delay in handing over possession as per the Agreement for Sale and/or the declared completion date.
2. Whether the complainant is entitled to:
  - Refund of the amount paid, or
  - Interest for delayed possession.
3. Whether the promoter is entitled to claim any extension or force majeure protection

## Key Observations

The Agreement for Sale and project registration details were examined. The declared completion date at the time of RERA registration is binding on the promoter. Possession had not been handed over with Occupation Certificate within the stipulated period. Delay was attributable to the promoter. Conditional or open-ended possession clauses cannot defeat statutory rights under Section 18. Benefit of general extensions (including pandemic-related relief, if claimed) was not accepted unless specifically applicable.

## Decision

The complaint was partly allowed. The complainant was held entitled to interest for delayed possession from the date immediately after the committed possession/completion date until the date of actual possession with Occupation Certificate. The Promoter was directed to Pay accrued interest within a stipulated period (generally 60 days). Continue to pay future interest until handing over possession with Occupation Certificate. Adjust arrears against outstanding dues, if any. Complete the project and obtain Occupation Certificate at the earliest.





# GUJRAT REAL ESTATE REGULATORY AUTHORITY

Promoter's Liability for Maintenance of Unsold Units under RERA: A Case Analysis of Casa Vyoma Project, Case No.: CMP/Ahmedabad/230802/000074, Project: Casa Vyoma, Date of Order: 06 January 2025

## Background

The allocation of maintenance and common area expenses in real estate projects frequently generates disputes between promoters and allottees, particularly concerning liability for unsold units. The Real Estate (Regulation and Development) Act, 2016 (RERA) seeks to establish clarity and fairness in such financial obligations by imposing statutory duties upon promoters. The decision of the Gujarat Real Estate Regulatory Authority (Guj RERA) in the Casa Vyoma project provides significant judicial clarity regarding the promoter's responsibility to bear maintenance expenses in respect of unsold flats.

This case reinforces the statutory obligation of promoters to bear project-related outgoings until ownership and possession are transferred to allottees. In the Casa Vyoma project, the complainant allottees alleged that the promoter failed to bear proportionate maintenance and common area expenses for several unsold flats within the project. Instead, the promoter collected the entire maintenance amount from the existing allottees, thereby shifting the financial burden onto purchasers who had already taken possession of their units.

The allottees contended that the promoter continued to retain ownership, possession, and control over the unsold inventory. Consequently, they argued that the promoter was legally obligated to bear the maintenance costs attributable to such unsold units. Despite statutory provisions under RERA requiring promoters to pay project outgoings until transfer of possession, the promoter was unable to provide adequate justification for imposing such expenses on existing allottees.

## Core Legal Issue

The principal issue before the Authority was: Whether the promoter is liable to bear maintenance charges for unsold flats or units within a project until such units are sold and possession is transferred to respective allottees.

## Findings

The Gujarat RERA Authority examined the statutory obligations imposed upon promoters under the RERA framework, particularly with respect to payment of common expenses and project maintenance charges. The Authority made the following key observations:

- (i) The Authority noted that the promoter continued to remain in possession and control of the unsold flats. Since ownership rights had not been transferred, the promoter continued to derive benefits and exercise control over such units.
- (ii) The Authority emphasized that until units are sold and transferred to allottees, the promoter retains proprietary and possessory rights over them. Consequently, the promoter also continues to bear the corresponding financial responsibilities.
- (iii) The Authority relied upon Section 11(4)(g) of the Real Estate (Regulation and Development) Act, 2016, which mandates that the promoter must: Pay all outgoings including maintenance charges, municipal taxes, electricity charges, water charges, and other statutory dues until possession is handed over to allottees. Based on this statutory mandate, the Authority concluded that the promoter cannot shift maintenance liability relating to unsold units onto existing allottees.

## Decision

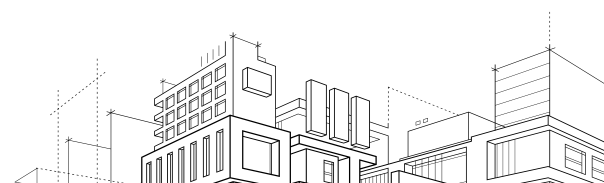
Upon evaluating the facts and statutory provisions, the Authority held the promoter liable for maintenance expenses attributable to all unsold units within the project. The Authority issued the following directions:

- Maintenance costs relating to unsold flats shall be proportionately borne by the promoter.
- Existing allottees cannot be compelled to subsidize maintenance expenses of unsold inventory retained by the promoter.
- 

The decision establishes the following legal principle:

(a) A promoter is statutorily responsible for bearing all common area and maintenance expenses relating to unsold units until such units are sold and possession is transferred to the respective allottees. Any attempt to shift this financial burden onto existing purchasers is contrary to the provisions and objectives of the Real Estate (Regulation and Development) Act, 2016; and

(b) The Gujarat RERA's decision in the Casa Vyoma project constitutes an important interpretation of promoter obligations under Section 11(4)(g) of the RERA Act. By affirming that promoters must bear maintenance expenses for unsold units, the Authority has reinforced the legislative intent of protecting homebuyers and ensuring equitable allocation of financial responsibilities.





## Background

The complainant booked Plot No. D-1/01 admeasuring 578.52 sq. yards for a total sale consideration of ₹7,31,24,928/-. An Agreement for Sale dated 11.03.2025 governed the transaction. The complainant paid ₹72,89,352/- at the time of booking but failed to pay subsequent instalments as per the agreed payment plan.

The complainant sought withdrawal of the cancellation letter, quashing of payment demands, Handover of possession as per Agreement, Payment of delay possession charges. Main Contentions were: the balance 70% payment was allegedly payable within 9 months of booking or on offer of possession, whichever was later. Several demand notices and reminders were allegedly never served. The project approvals and RERA registrations had lapsed, and the plot allegedly fell within a restricted/NCZ area. The respondent withheld amounts from other cancelled plots and failed to adjust the same properly.

## Respondent's Submissions

The project had already received a Part Completion Certificate dated 22.03.2018 prior to booking. The complainant had booked five plots in the same project and was fully aware of the project status and approvals. As per the payment plan, ₹1,09,34,028/- was due within 60 days of booking (by 03.05.2025). Despite reminders and a pre-cancellation notice dated 10.07.2025, the complainant failed to pay outstanding dues. Cancellation was effected on 27.08.2025 after more than four months of default. The plot did not fall in any NCZ area, and allegations were denied.

## Findings of the Authority

The Agreement clearly recorded that development was complete and a Part Completion Certificate had been issued in 2018. Clause 7.2 made possession subject to payment of outstanding dues. The complainant was obligated to pay ₹1,09,34,028/- within 60 days of booking but paid only ₹72,89,352/- and made no further payments. Multiple reminders were issued, followed by a valid pre-cancellation notice. Under Section 19(6) of the Real Estate (Regulation and Development) Act, 2016, the allottee is obligated to make timely payments.

The Authority held the cancellation dated 27.08.2025 to be valid. As per the Haryana RERA Rules, 2017, upon cancellation, the promoter is entitled to forfeit 10% of the sale consideration as earnest money. Since the complainant had paid only 9.96% of the total sale consideration, the entire deposited amount was liable to forfeiture.





Order 2: Madhur Properties Pvt. Ltd. v. St. Patricks Reality Pvt. Ltd.  
Decision Date: 28.11.2025

## Brief Summary

The complainant sought allotment and possession of a 120 sq. yard plot in the respondent's project Central Park-III, along with delayed possession charges under Section 18 of the RERA Act, execution of conveyance deed, restraint on additional financial demands, revocation of project registration, freezing of bank accounts, penalties, and other consequential reliefs

Complainant's Case was that paid ₹3,00,000 on 02.11.2014 as booking amount for a 120 sq. yard plot at ₹40,000 per sq. yard. Alleged assurance of possession within three years (by 02.11.2017). Claimed that despite lapse of over 11 years, no allotment, agreement, or possession was given. Alleged refusal by respondent to allot the plot and pay delay compensation. The respondent however pleaded that no allotment letter, agreement, or concluded contract ever existed. Receipt issued was merely acknowledgment of deposit and did not confer any right of allotment. Complainant never applied for provisional allotment nor pursued the matter for over 10 years. Complaint barred by limitation. Payment made prior to enforcement of RERA Act, 2016. Disputed authenticity of receipt.

## Findings of the Authority

The cause of action arose in 2014, the complainant however, remained inactive for nearly 11 years without sufficient explanation. As such, the claim was held time-barred under the Limitation Act, 1963. The Authority reiterated that law aids the vigilant, not those who sleep over their rights (relying on B.L. Sreedhar v. K.M. Munireddy, AIR 2003 SC 578).

## Decision

The complaint was dismissed as barred by limitation, for want of locus standi (not an allottee), and as involving disputed questions beyond the Authority's jurisdiction. Liberty was however, granted to the complainant to pursue appropriate civil or criminal remedies before a competent forum.

## Order 3: Vinod Taneja & Ors. v. M/s Advance India Projects Ltd. Decision Date: 20.01.2026

### Background

The complainants sought imposition of penalty under Section 61 of the Real Estate (Regulation and Development) Act, 2016 and a detailed inquiry under Section 35 alleging statutory violations by the promoter. The complainants' pleaded that he booked a commercial restaurant space (SF/R-1A) in May 2019 and alleged that before execution of the Buyer's Agreement (16.08.2019), the promoter collected about 57% of the total sale consideration—claimed to be in violation of Section 13(1) of RERA. He claimed that the promoter leased the unit to a gym ("Fuel 4 Fitness") without proper consent and at a lower rental than allegedly assured and alleged violation of sanctioned plans and loss of locational advantage.

### Respondent's Defense

Allotment letter issued on 03.07.2019; Buyer's Agreement executed on 16.08.2019 and that the unit was purchased specifically for leasing and earning rental income. Clause 21 of the Agreement expressly authorized the promoter to lease the unit on behalf of the complainants. Further, constructive possession (not physical possession) was agreed upon under Clause 7. Occupation Certificate obtained on 28.09.2020; constructive possession offered on 03.10.2020. Lease to "Fuel 4 Fitness" was in accordance with contractual terms and later terminated due to tenant default. RERA Authority lacks jurisdiction over lease-related disputes.

### Findings of the Authority

The Agreement clearly provided that possession meant constructive possession, which was duly offered after obtaining the Occupation Certificate. Clause 21 empowered the promoter to lease the unit. The leasing to "Fuel 4 Fitness" was done as per agreed terms. The complainants could not challenge rights expressly granted to the promoter.

No provision in the Agreement granted terrace rights; hence no relief granted. Jurisdictional Limitation existed as disputes relating to leasing arrangements fall outside the jurisdiction of the RERA Authority.

### Decision

The Authority found no violation warranting penalty or inquiry. The complaint was dismissed.

# PUDUCHERRY REAL ESTATE REGULATORY AUTHORITY (PRERA)

Serene Pelican Villa Owners Association VS M/s Serene Senior Living  
Pvt. Ltd. C.Nos. 4 & 5 of 2024 Order dated: 27 November 2025.



## Background

The layout project “Pelican Belfort” was approved in 2011. Individual purchasers bought plots from the landowner and entered into construction agreements with the Developer. They also executed separate service agreements with the Service Provider for senior-care amenities (clubhouse, dining, medical care, housekeeping, security, etc.). Villas were handed over between 2013–2017. In 2024, the Allottee Association and certain individual buyers filed complaints seeking: Registration of the project under RERA, Completion of alleged pending amenities, Transfer/refund of corpus and refundable deposits, Declaration that service agreements and appointment of Service Provider are invalid, Compensation and interest for delay (in C.No.5/2024). The Developer filed Interim Applications challenging maintainability and jurisdiction.

## Key Issues Framed by PRERA

1. Whether the project was “ongoing” as of 01.05.2017 (when RERA came into force)?
2. Whether PRERA has jurisdiction over disputes relating to the Service Agreement?
3. Whether individual complainants (C.No.5/2024) are entitled to compensation for delay?

## Findings of the Authority

Completion certificates were issued between 2013–2017. Amenities were operational and services were being rendered from 2013. Photographs and records showed amenities in use (including inauguration of clubhouse in 2015). The project was held to be completed prior to RERA commencement. Hence, the project was not an ongoing project under Section 3 of RERA and being so, not registerable under RERA.

Service agreements were executed individually and bilaterally between allottees and the Service Provider. The Association was not a party to those contracts. The Service Provider had purchased common amenity areas via registered sale deed. Disputes relating to service contracts fall under the Indian Contract Act, not RERA. Hence, PRERA has no jurisdiction over service agreement disputes.

## Claim for Compensation (C.No.5/2024)

Since the project is outside RERA's scope, compensation under Section 18 cannot be granted. Maintainability fails; hence compensation and interest claims also fail. Individual plot owners purchased plots directly from landowners; no undivided share (UDS) concept involved. Many allottees had previously invoked arbitration and withdrawn proceedings. The Model Guidelines for Retirement Homes (2019) permit appointment of service providers—consistent with the project structure. Mere existence of unsold units does not make a completed project “ongoing.”

## Final Order

Interim Applications allowed. Complaints in C.No.4/2024 and C.No.5/2024 dismissed as not maintainable. Representation by another complainant (Anilkumar Belvadi) also rejected on similar grounds. A real estate project completed before 01.05.2017 (with possession delivered and amenities operational) does not fall under RERA, even if disputes arise later regarding services or contractual terms.



## SECTION 4 INNOVATIVE BEST PRACTICES

### MAHARASHTRA RERA (MahaRERA)

#### Innovative Practice 1: Execution and Registration of Agreements through appointment of a Fit & Proper Person

### Background

MahaRERA regularly passes reasoned orders, after due hearing, directing execution and registration of Agreements for Sale or Deeds of Cancellation between promoters and allottees. However, in several cases, despite clear directions of the Authority, parties fail or refuse to cooperate in executing or registering the requisite documents. Such non-cooperation creates serious challenges in implementation of orders, delays final resolution of disputes, and undermines the efficacy of regulatory adjudication.

### Judicial Guidance

The Hon'ble Division Bench of the Bombay High Court, vide judgment dated 06.10.2025 in Writ Petition (L) No. 18256 of 2025, addressed this enforcement gap. The Court held that where parties default in complying with orders concerning execution of documents, the Regulatory Authority is empowered to appoint a fit and proper person to execute and register such documents on behalf of the defaulting party. The Hon'ble Court further directed that Registrars of Assurances shall register documents so executed, in compliance with specific directions issued by the Authority.

This judgment provided clear judicial guidance to ensure that statutory orders are not rendered infructuous due to deliberate non-cooperation by parties.

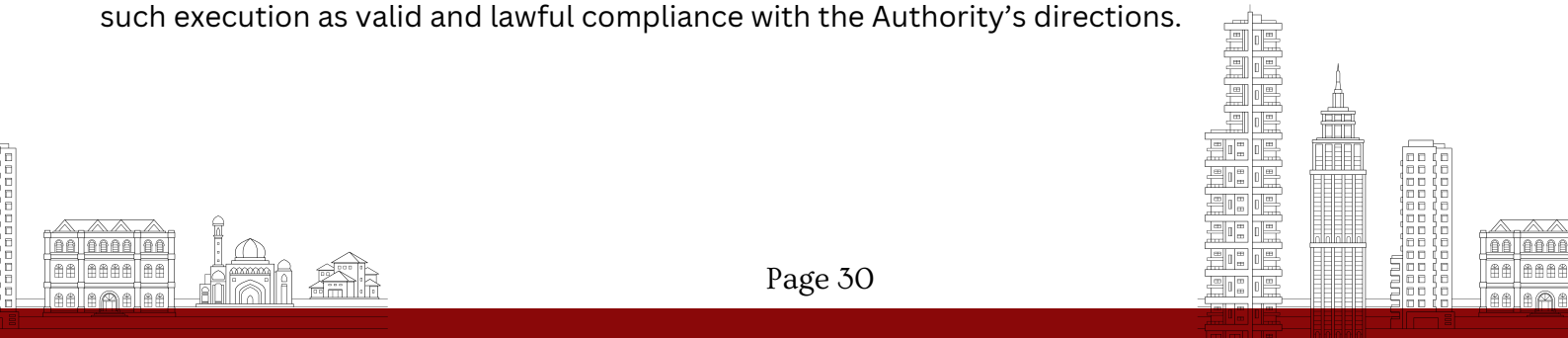
### Innovative Practice Adopted by MahaRERA

In compliance with the aforesaid judgment, MahaRERA has devised and institutionalised a Standard Operating Procedure (SOP) for execution and registration of documents through a fit and proper person appointed by the Authority. This mechanism ensures certainty, finality, and enforceability of MahaRERA's orders, without forcing parties into further litigation.

### Standard Operating Procedure (SOP)

1.Appointment of Fit and Proper Person: In complaints where relief is sought directing the respondent (promoter or allottee) to execute and register an Agreement for Sale or Deed of Cancellation, the Authority shall, upon default in compliance, appoint a fit and proper person from the Authority to execute and register the concerned document on behalf of the defaulting party.

2.Directions to Registrar of Assurances: The order shall specifically direct the concerned Registrar of Assurances to register the document executed by the appointed fit and proper person, treating such execution as valid and lawful compliance with the Authority's directions.





## Innovative Practice 2: Integration of MahaRERA Portal with Building Plan Management Systems for Verification of Commencement and Occupation Certificates

### Background

MahaRERA mandates submission of valid Commencement Certificates (CC) as a pre-condition for registration of real estate projects and Occupation/Completion Certificates (OC) for closure of projects. However, in certain instances, promoters were found to have obtained MahaRERA project registration on the basis of fake or fraudulent Commencement Certificates, notably in some cases pertaining to Kalyan Dombivli Municipal Corporation.

Such instances posed a serious risk to homebuyers, undermined regulatory credibility, and highlighted systemic gaps in cross-verification of approvals issued by Planning and Competent Authorities. Given the large volume of projects registered with MahaRERA and the multiplicity of planning authorities across Maharashtra, manual verification of certificates was neither scalable nor reliable.

### Policy and Administrative Intervention

To address this challenge, the Government of Maharashtra, vide Government Resolution dated 23.02.2023, directed all Planning / Competent Authorities in the State to integrate their Building Plan Management Systems (BPMS) and approval portals with the MahaRERA portal in a time-bound manner.

### Innovative Practice Adopted by MahaRERA

Pursuant to the Government Resolution, MahaRERA integrated its portal with Building Plan approvals portal of different ULBs. As on date, 481 Urban Local Bodies (ULBs) across Maharashtra have been successfully integrated with the MahaRERA portal, enabling seamless, system-driven verification of planning approvals at scale.

Under this innovation, MahaRERA no longer relies solely on documents uploaded by promoters. Instead, Commencement Certificates and Occupation Certificates are automatically fetched from the concerned BPMS of the issuing Competent Authority, thereby ensuring authenticity and eliminating the possibility of forged, fabricated, or tampered approvals.

## Interim Measure Pending Full Integration

In cases of local bodies where system integration is yet to be completed, MahaRERA has instituted an interim verification mechanism. District-wise designated email IDs have been created exclusively for receiving Commencement Certificates and Occupation Certificates directly from Planning / Competent Authorities. Maharashtra Real Estate Regulatory Authority

All Planning / Competent Authorities are required to attach and forward CCs and OCs to the designated MahaRERA email IDs immediately upon issuance. With effect from 19.06.2023, every Commencement Certificate submitted by a promoter along with an application for project registration is compared and verified with the certificate received directly from the concerned Competent Authority prior to further processing.

## Impact

This innovation marks a significant shift to system-based verification. With 481 ULBs already integrated, MahaRERA has institutionalised a scalable and technology-driven verification framework across the State. It has strengthened consumer protection by preventing registration of projects based on fraudulent approvals, enhanced inter-departmental coordination, and reinforced the integrity of the MahaRERA registration process.



## Innovative Practice 3: New Additions to Project Registration Certificate

### Background

In order to reduce information asymmetry in the real estate sector and empower homebuyers, MahaRERA has consistently focused on ensuring maximum disclosure of project-related information in the public domain. Towards this objective, MahaRERA has introduced several transparency-enhancing initiatives, including:

- a. Mandatory QR code on the Project Registration Certificate as well as on all advertisements, linking directly to project details on the MahaRERA portal
- b. Comprehensive disclosure of project information on the MahaRERA website, accessible to all stakeholders

As a further step towards strengthening transparency and enabling informed decision-making by homebuyers, MahaRERA has modified the Project Registration Certificate to include additional, critical project-related information in a single, easily accessible document.

The modified Project Registration Certificate now serves as a consolidated disclosure document, providing key regulatory and compliance-related information at a glance. The enhanced certificate includes the following additional details:

- Building details, including particulars of the Commencement Certificate
- Parking details as disclosed and approved
- Details of all project extension applications, including status and approvals
- Details of all correction applications filed by the promoter

### Impact

By expanding the scope of information contained in the Project Registration Certificate, MahaRERA has strengthened transparency at the point of reference most commonly relied upon by homebuyers, financial institutions, and other stakeholders. This initiative enhances information symmetry, improves regulatory accountability, and enables stakeholders to assess project compliance, changes, and timelines more effectively—thereby reinforcing trust in the MahaRERA regulatory framework.

# GUJRAT RERA

## A Model Framework for Efficient Complaint Redressal under RERA: Gujarat RERA's Standard Operating Procedure



### Introduction

The Real Estate (Regulation and Development) Act, 2016 envisages a robust grievance redressal mechanism to safeguard the interests of homebuyers and ensure accountability within the real estate sector. However, inconsistent procedural practices and administrative delays across jurisdictions have often undermined the effectiveness of this framework.

The Gujarat Real Estate Regulatory Authority (Guj RERA), through Order No. 113 dated 22 December 2025, has introduced a comprehensive Standard Operating Procedure (SOP) governing complaint redressal before the Authority and the Adjudicating Officer.

The Standard Operating Procedure introduced by Gujarat RERA represents a transformative advancement in complaint redressal under the RERA framework. By effectively combining technological innovation with procedural rigor, Guj RERA has developed a transparent, citizen-centric, and efficient adjudicatory system. This article examines the salient features of the Guj

### RERA SOP.

Section 31 of the Real Estate (Regulation and Development) Act, 2016 empowers any aggrieved person to file a complaint before the Real Estate Regulatory Authority or the Adjudicating Officer for violations of the Act, Rules, or Regulations framed thereunder. Over the years, the Gujarat Real Estate Regulatory Authority has accumulated substantial practical experience in adjudicating complaints. This experience revealed recurring procedural challenges, including incomplete filings, delayed submission of documents, and inconsistencies in service of notices.

To address these concerns, and in exercise of its powers under Section 38(2) of the Act, Guj RERA issued Order No. 113 introducing a detailed Standard Operating Procedure (SOP) for complaint redressal. The SOP, which came into force on 1 January 2026, applies to both pending and future complaints, irrespective of whether they are filed online or offline. The primary objective of the SOP is to ensure consistency, transparency, and procedural efficiency in adjudication proceedings.

## 2. Structured Categorization of Complaints

One of the designing features of the SOP is its reliance on the clear categorization of the process of complaints into two distinct forms, thereby eliminating jurisdictional ambiguity and facilitating efficient case allocation.

### 2.1 Form-A: General Complaints

Form-A is prescribed for complaints involving violations such as delay in possession, refund with interest, execution of agreements for sale, execution of conveyance deeds, structural or workmanship defects, and other related reliefs that do not involve compensation claims.

### 2.2 Form-B: Compensation Claims

Form-B is exclusively designated for monetary compensation claims to be adjudicated by the Adjudicating Officer under Section 71 of the Act.

This structured bifurcation ensures that complaints are directed to the appropriate adjudicatory forum at the initial stage, thereby expediting proceedings and enhancing administrative efficiency.

## 3. Digital Integration with Inclusive Access

The SOP adopts a hybrid complaint filing mechanism that balances technological advancement with accessibility considerations.

### 3.1 Online Filing

Complaints may be filed through the official Guj RERA portal along with payment of a mandatory fee of ₹1,000. All supporting documents must be uploaded at the time of filing to ensure completeness of records.

### 3.2 Offline Filing

The SOP also permits physical submission of complaints. Such complaints are subsequently digitized by the Authority's office to ensure uniform digital record maintenance.

Additionally, even in cases of online filing, complainants are required to submit hard copies of complaints within seven days. This requirement ensures authenticity, accuracy, and completeness of records while accommodating stakeholders who may have limited digital access.

## 4. Mandatory Scrutiny and Defect Rectification

The SOP establishes a rigorous scrutiny mechanism to ensure procedural compliance and completeness of filings. Each complaint undergoes detailed verification to ascertain:

- Compliance with prescribed formats
- Completeness of annexures
- Submission of requisite supporting documentation

Where defects are identified, they are communicated to the complainant with a specified timeline for rectification. Failure to cure such defects within the stipulated period may result in rejection of the complaint without refund of fees. This filtration mechanism eliminates incomplete and non-maintainable complaints at an early stage, thereby reducing avoidable procedural delays.

## 5. Uniform Documentation Framework

To promote standardization and clarity in case records, the SOP mandates the submission of structured annexures, including:

- Communication details of parties
- Chronological list of events
- Particulars of the subject unit or property
- Payment history and transaction details
- Indexed documentary evidence
- Authorization formats for legal representatives

This uniform documentation framework facilitates efficient verification, enhances judicial clarity, and streamlines the adjudication process.

## 6. Technology-Based Service of Notices

The SOP institutionalizes a technology-driven service of notice system through an integrated dashboard-based communication framework.

Notices and complaints are primarily served digitally through registered email addresses and promoter dashboards maintained on the Guj RERA portal. Physical service is mandated only in limited circumstances, such as cases involving non-registered parties, including banks and promoters of unregistered projects.

Importantly, service through email and dashboard notifications is deemed valid service under the SOP. Consequently, parties are required to regularly monitor their registered communication channels. This system significantly reduces service-related delays and enhances procedural transparency.

## 7. Pre-Hearing Management and Alternative Dispute Resolution

The SOP introduces a structured pre-hearing management stage designed to promote efficiency and encourage consensual dispute resolution.

Respondents are required to submit their replies along with supporting documentation within prescribed timelines. At this stage, disputes may be referred to the Amicable Settlement Forum in accordance with earlier Guj RERA orders. Where settlement efforts are unsuccessful, the matter proceeds to adjudication on merits.

By integrating alternative dispute resolution mechanisms into the complaint process, the SOP reduces adjudicatory burden and facilitates faster resolution of disputes.

## 8. Hybrid Hearing System and Procedural Discipline

The SOP also permits physical submission of complaints. Such complaints are subsequently digitized by the Authority's office to ensure uniform digital record maintenance.

Additionally, even in cases of online filing, complainants are required to submit hard copies of complaints within seven days. This requirement ensures authenticity, accuracy, and completeness of records while accommodating stakeholders who may have limited digital access.

## 9. Flow Charts for End-to-End Process Visualization

A noteworthy innovation in the SOP is the inclusion of detailed flow charts illustrating the entire complaint lifecycle. These visual aids cover:

- Filing and digitization of complaints
- Scrutiny and defect rectification
- Issuance of notices
- Pre-hearing procedures
- Hearing and final adjudication
- Execution and enforcement proceedings

Such process visualization enhances accessibility and understanding for both litigants and practitioners, thereby promoting procedural transparency and stakeholder confidence.

## 10. Codified Post-Order Remedies and Enforcement

The SOP clearly delineates available post-order remedies and enforcement mechanisms. These include:

- Rectification of clerical or apparent errors under Section 39 of the Act
- Review of orders in accordance with the Gujarat RERA Rules
- Execution proceedings in cases of non-compliance with orders (both online and offline modes)
- Statutory appeals before the Real Estate Appellate Tribunal

The codification of these remedies ensures effective enforcement of regulatory orders and strengthens confidence in the dispute resolution framework.

## 11. Summing up

Institutional and procedural strengths of the Guj RERA SOP , includes:

- Institutionalization of standardized complaint procedures
- Seamless integration of digital platforms
- Early-stage filtration of defective complaints
- Promotion of amicable dispute resolution
- Transparent and technology-driven service mechanisms
- Disciplined and structured hearing management
- User-Friendly Flow Charts

Collectively, these reforms are expected to contribute to improved efficiency, reduction in case pendency, and enhanced stakeholder trust in the RERA grievance redressal mechanism.

For more details, please go to

[https://drive.google.com/file/d/1PpGk60QCKHybm0cNDFJTLCbfgACgb2p3/view?usp=sharing\\_](https://drive.google.com/file/d/1PpGk60QCKHybm0cNDFJTLCbfgACgb2p3/view?usp=sharing_)





## UTTAR PRADESH REAL ESTATE REGULATORY AUTHORITY

U.P. RERA Initiative for Completion of Projects- Policy for Extension of Projects dated 18-02-2025

### Background

The completion of real estate projects, especially the pre-RERA bigger projects, mostly in the NCR region of Uttar Pradesh, has been a challenge and U.P. RERA has been formulating conducive policies to facilitate completion of such stuck or delayed projects from time to time. Section-6 of the RERA Act permits maximum extension of registration by one year which has not proved sufficient in a large number of cases. Therefore, U.P. RERA, with a view to facilitate completion of such projects has framed a new comprehensive regulation deriving requisite enabling powers from Section-6, 7, 8, 34(f), 37 and 38(2) of the RERA Act and most importantly from the judgement of Hon'ble Bombay High Court in the matter of Neelkamal Realtors, to successfully address the hindrances in completion of the projects.

The salient features of U.P. RERA regulation dated 23-07-2025 and the policy dated 18-02-2025 are as below:-

It is required under U.P. RERA rules that the promoter shall file application for extension of registration at least three months prior to the lapse of registration and graded late fee starting from Rs.10,000/- to Rs.1,00,000/- is imposed in case of delayed applications as a means of ensuring compliance of this provision and compounding of the default under Rules.

### Application for Extension of Registration within the Limits of Section-6 of RERA

The promoter has to make online application accompanied by valid sanctioned plan, proof of updating of all QPRs, uploading of up to date annual audit reports etc, but most important of all he has to submit a notarized affidavit on eleven points in prescribed format supported by a physical and financial plan for completion of the project in excel, also in prescribed format.

## Application for Extension of Registration beyond the Limits of Section-6 of RERA

A promoter seeking extension of registration beyond one year is additionally required to furnish the written consent of more than 50 percent of the unique allottees of the project for such extension in the prescribed format, to form association of allottees and furnish the details of such AoA, to provide the sources of finance to demonstrate the availability of adequate financial resources and confirmation from the allottees for payment of balance receivables.

### Salient Contents of the Affidavit and the Completion Plan

The promoter has to give notarized affidavit on eleven points which, inter alia, includes court orders affecting the projects, compliance status of the project, financial details, formation of Association of Allottees, consent of the AoA and allottees and compliance with approved building plan. The physical and financial plan for completion is in three parts & Part-1 containing Tower wise physical completion plan with arrangement of required financials, Part-2 containing the completion plan of Development Works with arrangement of financials and Part-3 containing the arrangement of project financials, by the promoter from his sources, through the sale unsold units, receivables from the allottees and estimated pending or new receivables from the banks or financial institutions or co-developers.

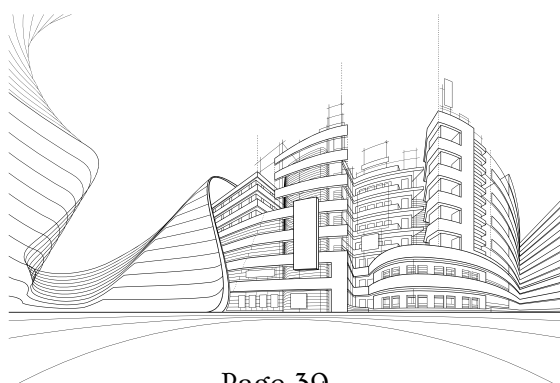
### Evaluation of Application and Grant of Extension

The application is examined in the Technical Division of the Authority and defects are communicated to the promoter for addressing in time. There is a committee of officers under the Secretary, comprising the heads of technical, revenue, financial and legal divisions for advance evaluation of the application. Technical division carries out the physical inspection of every project coming under the category of extension beyond twelve months. The committee assesses the application based on the information provided by the promoter and the inspection report for assessment of the legal, economic and operational viability of the project. In case the promoter has addressed the pointed defects, the application for extension within twelve months is approved by the Secretary. All matters of extension beyond one year and defective applications within one year are brought before the Authority for decision after hearing the promoter and the Association of Allottees as well as the financiers as may be required, on case-to-case basis. The Authority normally places some additional terms and conditions while granting such extension.

### Monitoring of Projects with Extension of more than twelve months

These projects are shifted to a different category named “Projects Extended beyond Scope of Section-6” on the U.P. RERA web portal.

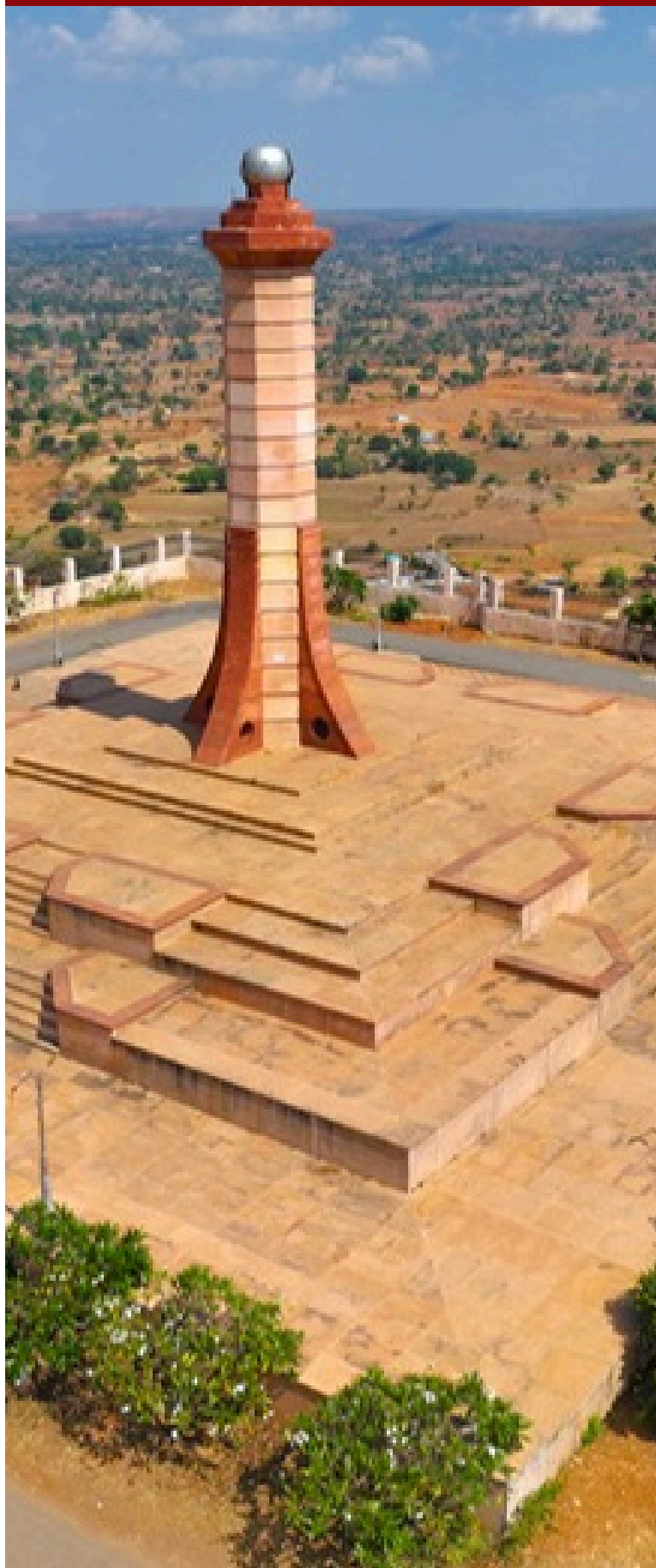
- 1) Technical division or an officer authorized by the Authority in this behalf reviews the progress of the project at the end of every quarter in a meeting with the promoter and the representatives of the AoA.
- 2) In case the project is not showing the progress as per the plan submitted by the promoter, the matter is brought before the Authority for appropriate directions, including a revised mitigation plan after hearing all the parties concerned.



# TELANGANA REAL ESTATE REGULATORY AUTHORITY

## Regulatory Intervention and Project Revival Under TG RERA

A report on Jaya Platinum Project and the Exercise of Sections 7 and 8 by Telangana RERA Authority



### Abstract

The Real Estate (Regulation and Development) Act, 2016 (RERA) represents a structural shift in India's real estate governance architecture, embedding transparency, financial discipline, and statutory oversight within the housing market. While the Act is frequently examined in terms of project registration and consumer grievance redressal, less attention is accorded to its corrective mechanisms, particularly the revocation and revival framework under Sections 7 and 8 of the Act. This article examines the intervention of the Telangana Real Estate Regulatory Authority (TG RERA) in the stalled residential project named Jaya Platinum, promoted by M/s Jayathri Infrastructures India Pvt. Ltd. The case demonstrates how regulatory revocation, when coupled with structured empowerment of the Association of Allottees, can convert project distress into a legally supervised revival process. The analysis situates the case within broader regulatory theory, emphasizing the transition from promoter-centric development to stakeholder-governed completion models.

### I. Introduction

The enactment of the Real Estate (Regulation and Development) Act, 2016 marked a decisive regulatory inflection in India's real estate sector. Prior to RERA, delayed possession, diversion of funds, and opacity in project disclosures produced systemic distrust between promoters and homebuyers. The statutory framework introduced by Parliament was therefore not limited to consumer protection; it was intended to recalibrate market governance by imposing enforceable compliance obligations.

Central to this recalibration are Sections 7 and 8 of the Act. These provisions empower the Regulatory Authority to revoke registration where statutory defaults are established and to subsequently facilitate completion through alternative mechanisms, including the Association of Allottees. In effect, these sections embed a legally structured exit-and-revival pathway for distressed projects. The “Jaya Platinum Project” matter provides an instructive illustration of how this statutory design operates in practice.

Particulars	Details
Project Name	Jaya Platinum
Promoter	M/s Jayathri Infrastructures India Pvt. Ltd.
Location	Bowrampet Village, Dundigal Municipality, Medchal–Malkajgiri District
Project Area	2731.78 Sq. Yards
Configuration	Stilt + Ground + 5 Floors
Total Units	60 Apartments
RERA Registration Number	P02200003688
Approved by	HMDA & Dundigal Municipality
RERA Validity	Up to 14.10.2024

Despite initial regulatory registration and municipal approvals, the project experienced progressive stagnation. By June 2022, construction activity had ceased entirely. Although a significant proportion of flats had been sold and sale deeds executed, physical progress plateaued at approximately 66 percent completion.

The promoter failed to demonstrate financial closure, continuity of contractor engagement, or a viable timeline for completion. Repeated opportunities for explanation did not produce documentary substantiation sufficient to restore regulatory confidence. At this stage, the matter transcended a mere delay dispute; it evolved into a question of systemic compliance and promoter capability under RERA’s statutory scheme.

### III. Initiation of Proceedings and Evidentiary Foundation

The matter concerning Jaya Platinum Project came before the Telangana Real Estate Regulatory Authority pursuant to complaints filed by multiple allottees of the project. A group of affected homebuyers, collectively representing a substantial portion of the 60-unit residential development, approached the Authority alleging prolonged delay in completion, cessation of construction activity, and failure of the promoter to provide a credible timeline for delivery.

The complainants contended that despite having paid significant portions of the sale consideration and, in many instances, having registered sale deeds, the project had remained physically stagnant since mid-2022. They further alleged non-disclosure of financial status, absence of transparency in utilization of funds, and lack of communication regarding completion schedules. These complaints were registered under the provisions of the Real Estate (Regulation and Development) Act, 2016 and taken up for adjudicatory consideration by the Authority.

Upon issuance of notices and during the course of hearings, it became evident that the dispute extended beyond individual grievances and raised systemic questions concerning promoter capability, financial viability, and regulatory compliance. The Authority therefore expanded the scope of examination from complaint-specific relief to a broader inquiry into the status of the project itself. A distinguishing feature of the Authority's approach at this stage was the invocation of Section

35 of the Act, which empowers the Authority to call for information, conduct inquiries, and obtain expert assistance. Recognizing that an objective technical assessment was necessary to determine the actual stage of construction and financial alignment, TG RERA directed an independent inspection through the Engineering Staff College of India (ESCI). The inspection report dated 01.12.2023 confirmed that:

- Physical completion was limited to approximately 66 percent.
- Construction activity had been halted.
- Approximately twelve additional months would be required for completion, contingent upon uninterrupted funding.

This technical assessment provided an objective evidentiary basis for subsequent regulatory action. It insulated the Authority's decision-making from arbitrariness and anchored its conclusions in professional evaluation rather than contested assertions.

## IV. Revocation Under Section 7: Legal Analysis

The cumulative findings of the technical inspection, coupled with the promoter's inability to demonstrate financial viability or a time-bound completion strategy, established a prima facie case of sustained statutory non-compliance. In these circumstances, the matter progressed from

- Failure to adhere to declared completion timelines.
- Non-compliance with Sections 11 and 18 concerning promoter obligations and liability for delay.
- Absence of demonstrable financial capability to complete the project.
- Persistent inaction despite regulatory notices.



The Authority, upon a comprehensive consideration of the material placed on record, has declared the promoter as a defaulter and debarred entity. In addition, findings were returned regarding demonstrated financial incapacity, failure to complete the development within the declared timeline, and inability to submit any credible, feasible, or time-bound revival plan.

Additionally, the authority imposed a monetary penalty of ₹2,36,83,156/- on M/s Jayathri Infrastructures for violations committed across multiple projects.

In view of the gravity of the default and its wider regulatory ramifications, particularly considering the promoter's involvement in multiple real estate projects, the Authority deemed it necessary, in the interest of protecting allottees at large and maintaining regulatory discipline, to direct that the order of revocation and declaration of default be communicated to the concerned Real Estate Regulatory Authorities (RERAs) in all States and Union Territories. The object of such communication is to ensure heightened regulatory vigilance and to prevent of any further real estate projects by the said promoter, who stands debarred on account of persistent and serious statutory violations.

Further, the Authority has addressed communications to the concerned Planning Authorities and Competent Authorities, including MAUD, HMDA, DTPC, GHMC, and other Urban Development Departments, directing that no permissions, approvals, sanctions, registrations, layout approvals, building permissions, or project-related clearances be granted to the said promoter during the subsistence of the order of revocation and declaration of default. From a jurisprudential standpoint, the revocation order reinforces a foundational principle of regulatory governance namely, that registration under the Act is conditional, contingent upon continuous and scrupulous compliance, and subject to ongoing supervisory oversight. Such registration is neither perpetual nor indefeasible, but remains liable to suspension or revocation upon established breach of statutory obligations and conduct prejudicial to the interests of allottees at large and the integrity of the real estate sector.

## V. Section 8 as a Structured Revival Mechanism

Revocation under Section 7 does not conclude regulatory responsibility. Section 8 mandates that, upon revocation, the Authority may take necessary steps to facilitate completion of the remaining development works, including carrying out the project by the Association of Allottees or by competent authority. The second proviso to Section 8 confers upon the Association of Allottees a preferential right to undertake completion.

In the Jaya Platinum Project matter, the flat purchasers consolidated themselves into the JP Welfare Association through a General Body process reflecting majority consent. The formation process involved formal enrolment of members, adoption of resolutions authorizing representation before the Authority, and constitution of an executive committee to coordinate technical and financial planning.

Upon formalization, the Association approached the Authority with a structured revival proposal. The proposal contained a defined financial architecture, including the opening of a dedicated project completion escrow account to ensure ring-fenced fund utilization. It also proposed technical evaluation, and cost assessment. Further, the Association submitted an indicative timeline for completion, supported by an assessment of pending civil, finishing, utility, and compliance works.

The Authority evaluated the proposal through the lens of statutory prudence. It examined whether the proposed funding model was realistic, whether majority consent was demonstrably secured, whether existing encumbrances could impede completion, and whether the proposed contractors possessed adequate technical capacity. Only upon satisfaction that the Association's roadmap was credible and aligned with the objectives of the Act did the Authority permit the association-led completion mechanism to proceed.

Thus, the progression from revocation to revival in this case illustrates the structural design of Section 8. It transforms regulatory enforcement into stakeholder empowerment, ensuring that distressed projects are not abandoned but redirected toward lawful completion under institutional supervision.

## VI. Governance Transformation: From Promoter Control to Collective Stewardship

The revival of the Jaya Platinum Project represents a structured transition from promoter-centric control to a statutorily supervised, association-led completion framework under Sections 7 and 8 of the Real Estate (Regulation and Development) Act, 2016. This transformation was not incidental but legally sequenced and institutionally designed by the Telangana Real Estate Regulatory Authority.

### 1. Regulatory Vacuum Following Revocation

Upon revocation of project registration under Section 7, the promoter's authority to continue development stood extinguished. However, revocation did not terminate the project itself. It created a regulatory vacuum that required structured reallocation of execution responsibility to prevent asset deterioration and further prejudice to allottees.

The Authority therefore proceeded under Section 8, which mandates facilitation of remaining development works upon revocation.

### 2. Institutionalization of the Association of Allottees

A precondition for Section 8 implementation was the presence of a legally constituted and representative body of purchasers. During proceedings, the allottees organized themselves into the JP Welfare Association, which came on record with documented resolutions and overwhelming consent for collective completion.

The Authority recorded that:

- A substantial majority of units were already registered in favour of purchasers;
- More than 90% of allottees supported association-led completion;
- The Association undertook to act in compliance with statutory and regulatory requirements.

This institutionalization transformed dispersed homebuyers into a legally cognizable executing body capable of assuming project stewardship.

### 3. Invocation of Section 8 and Government Consultation

Section 8 requires consultation with the appropriate Government before transferring completion responsibility.

In compliance with statutory mandate:

- The Authority addressed Letter No. 1269/TSRERA/2023 dated 30.04.2024 to the Government of Telangana;
- Approval was granted vide Memo No. 5791/Plg.III/2024 dated 22.11.2024;
- Section 8 was formally invoked through interim order dated 02.12.2024.

This procedural compliance is significant. It demonstrates that revival under Section 8 is not discretionary improvisation but a structured statutory mechanism requiring inter-institutional coordination.

### 4. Conditional Transfer of Execution Powers

The Association was not granted unfettered autonomy. The Authority imposed a supervisory framework requiring:

- Transparent contractor engagement;
- Maintenance of financial discipline;
- Operation through designated escrow banking mechanisms;
- Strict adherence to sanctioned plans;
- Compliance with all applicable building and municipal laws;
- Continued regulatory oversight by TG RERA.

Through these conditions, the Association effectively assumed the limited role of promoter for the purpose of completion, while remaining under regulatory surveillance.

## 5. Completion and Occupancy Certification

Under this supervised model:

- The balance 34% of construction was completed;
- All structural, finishing, utility, and compliance works were executed;
- The competent planning authority issued an Occupancy Certificate dated 05.01.2026.

The grant of Occupancy Certificate marked the functional success of the revived governance structure.

## 6. Separation of Execution from Liability

A defining feature of the model was the preservation of promoter liability notwithstanding transfer of completion responsibility. The Final Order clarified that:

- Statutory obligations under Sections 11 and 17 remain enforceable against the original promoter;
- Mortgage-related encumbrances remain the promoter's responsibility;
- The promoter is mandated to execute conveyance deeds for mortgaged units within 30 days of release, as per general body resolution of Association of Allottees.
- Non-compliance would invite action under Section 63 and other enabling provisions.

Thus, while execution authority shifted to the Association, legal accountability remained attached to the defaulting promoter. This separation ensured that revival did not become a mechanism for liability dilution.

## 7. Structural Outcome

- The revived model demonstrates a calibrated governance transformation consisting of:
- Revocation under Section 7 and declared the promoter as defaulter
- Government consultation;
- Invocation of Section 8;
- Recognition of a majority-backed Association;
- Conditional transfer of execution;
- Continuous regulatory supervision;
- Successful issuance of Occupancy Certificate;
- Preservation of promoter liability.

The transition was therefore not merely operational but institutional, replacing unilateral promoter control with collectively administered, regulator-supervised completion.



## VII. Institutional Significance and Policy Implications

The significance of this case extends beyond the immediate project. It underscores four institutional lessons:

- First, technical audits enhance regulatory legitimacy and defensibility.
- Second, revocation is not inherently punitive; it is a corrective gateway. Third, Associations of Allottees, when empowered within statutory parameters, can serve as effective completion entities.
- Fourth, regulatory credibility depends upon decisive action combined with procedural fairness.

## VIII. Conclusion

The revival of Jaya Platinum Project under the supervision of the Telangana Real Estate Regulatory Authority illustrates the operational strength of Sections 7 and 8 of the Real Estate (Regulation and Development) Act, 2016.

Through evidence-based inquiry, lawful revocation, and structured empowerment of the Association of Allottees, the Authority transformed a stalled residential project into a regulated pathway toward completion. The case reaffirms that statutory enforcement, when exercised with procedural rigor and

institutional balance, can restore confidence in distressed real estate developments.





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