2025

ALL INDIA

Forum of Real Estate Regulatory Authorities

SAMPARK

AN AIFORERA JOURNAL

Secretariat AIFORERA
Volume 1, No. 2: April - June 2025

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MESSAGE FROM THE CHAIRMAN AIFORERA

Dear Esteemed Members of the Real Estate Community,

It is with immense satisfaction that I present to you the second issue of our monthly E-Journal. The huge positive response to our first issue has reaffirmed our belief in the necessity and value of this knowledge-sharing initiative for India's evolving real estate landscape.

Your feedback has been instrumental in shaping this edition. Many of you expressed the need for curated compilation of judgments and regulatory decisions, while also suggesting areas where we could delve deeper. We have taken these insights to heart, and this issue reflects our commitment to continuous improvement and responsiveness to your needs.

The month of May has witnessed several landmark judgments and regulatory directives that carry significant implications for developers, homebuyers, financial institutions, and regulatory authorities alike. From the Supreme Court's clarification on the interplay between the IBC and Consumer Protection Act to Kerala RERA's decisive stance on post-agreement mortgages, these developments continue to refine the implementation framework of RERA across India.

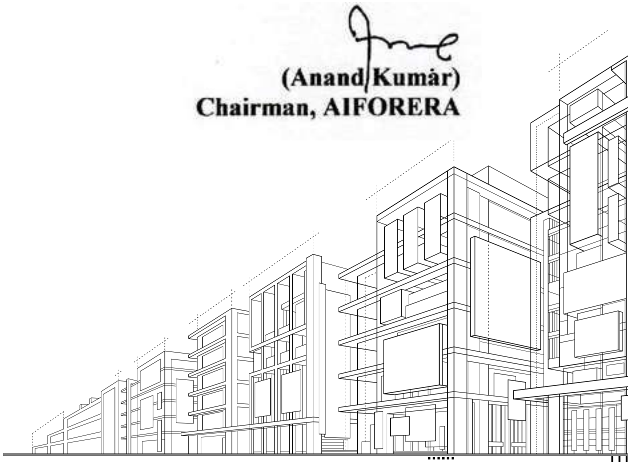
What remains particularly encouraging is how different judicial and regulatory bodies, while operating independently, are converging toward a cohesive interpretation of RERA's fundamental principles—transparency, accountability, and consumer protection. This convergence strengthens the foundational pillars of our regulatory framework while accommodating regional nuances and priorities.

As we move forward with this second issue, we renew our invitation for active participation from all stakeholders. Your case studies, implementation challenges, success stories, and questions will enrich this platform and transform it from a mere information repository to a vibrant community of practice.

Our commitment remains unwavering—to provide you with timely, relevant, and actionable insights that enhance compliance, foster innovation, and ultimately contribute to a more transparent and trustworthy real estate sector across India.

With gratitude for your continued engagement and enthusiasm,

(Anand Kumar)
Chairman, AIFORERA



LATEST JUDGEMENTS

2.1. CITATION 1: SUPREME COURT

Sc Civil Appeal No 4048 of 2024. Saranga Anil Kumar Aggarwal VS Bhavesh Dhirajlal Sheth & Others (March 04, 2025)

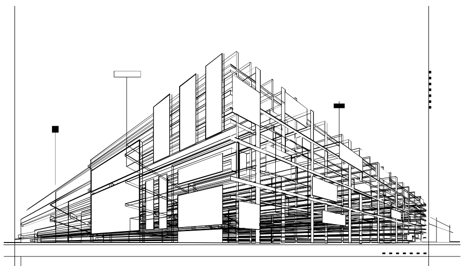
Link:http://api.sci.gov.in

Issue

Appeal against the final judgment and order passed by the National Consumer Disputes Redressal Commission, wherein multiple penalties (27 in total) were imposed on the appellant for failing to deliver possession of residential units to homebuyers as per the agreed timeline. The appellant seeks a stay on the penalty proceedings before the NCDRC, contending that an application under Section 95 of the Insolvency and Bankruptcy Code, 2016 has been filed against them, triggering an interim moratorium under Section 96 of the IBC. The Hon'ble Supreme Court was called upon to adjudicate whether execution proceedings under Section 27 of the Consumer Protection Act, 1986, can also be stayed during an interim moratorium under Section 96 of the IBC.

Decision Highlights

The present case does not involve a mere financial dispute but concerns the enforcement of consumer rights through regulatory penalties. Given that the legislative intent behind the CP Act is to ensure compliance with consumer welfare measures, staying such penalties would be contrary to public policy. Further, the appellant cannot invoke insolvency proceedings as a shield to evade statutory liabilities. The objective of the IBC is to provide a mechanism for resolving financial distress, not to nullify obligations arising under regulatory statutes.



2.2. CITATION 2: SUPREME COURT OF INDIA

Union Bank of India Vs. Rajasthan Real Estate Regulatory Authority & Ors. etc., Petition for Special Leave to Appeal (C) Nos.1861-1871/2022, The Supreme Court of India (16-02-2022)

Link: http://indiankanoon.org/doc/69463067

Issue

In this case, the Rajasthan High Court judgment which held that the Real Estate Regulatory Authority can entertain complaints by home buyers against the bank which took possession of a real estate project as a secured creditor was challenged.

Decision Highlights

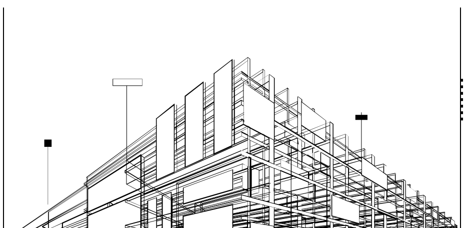
The Supreme Court observed that it is in complete agreement with the view taken by the High Court by which the High Court has ultimately concluded in para 36, as under –

"36. Our conclusions can thus be summarized as under:

(i) Regulation 9 of the Regulations of 2017 is not ultra vires the Act or is otherwise not invalid.

(ii) The delegation of powers in the single member of RERA to decide complaints filed under the Act even otherwise flows from Section 81 of the Act and such delegation can be made in absence of Regulation 9 also.

(iii) As held by the Supreme Court in the case of Bikram Chatterji (supra) in the event of conflict between RERA and SARFAESI Act the provisions contained in RERA would prevail.



Decision Highlights

(iv) RERA would not apply in relation to the transaction between the borrower and the banks and financial institutions in cases where security interest has been created by mortgaging the property prior to the introduction of the Act unless and until it is found that the creation of such mortgage or such transaction is fraudulent or collusive.

(v) RERA authority has the jurisdiction to entertain a complaint by an aggrieved person against the bank as a secured creditor if the bank takes recourse to any of the provisions contained in Section 13(4) of the SARFAESI Act."

However, it is clarified that para 36(v) reproduced hereinabove shall be applicable in a case where proceedings before the RERA authority are initiated by the home buyers to protect their rights. With this, the Special Leave Petitions are dismissed.

2.3 CITATION 3: SUPREME COURT OF INDIA

Himanshu Singh & Others (representing over 1200 homebuyers/borrowers) VS Union of India & Others (including various banks, housing financial corporations, and builders/developers)

Special Leave to Appeal (C) No(s). 7649/2023 (along with multiple tagged cases - batch of 170+ petitions) (18-02-2025)

Link: http://indiankanoon.org/doc/56087870

Issue

- This case concerns the systematic failure of statutory and government authorities in regulating 'subvention schemes' offered by builders/developers, where EMI/pre-EMI payments of home loans were promised to be paid by builders until possession delivery, resulting in widespread defaults and financial distress to homebuyers.

- While the judgment does not specifically cite RERA sections, it references RERA authorities and mentions that homebuyers sought relief from Real Estate Regulatory Authority (RERA). The Court directed RERA authorities of UP and Haryana to appoint Nodal Officers to assist in the investigation.

- This judgment represents a landmark intervention in real estate disputes, establishing a comprehensive investigation framework to address systemic failures in the housing finance sector and protect homebuyer interests through multi-agency coordination and forensic examination of builder-bank nexus.

Main Issues Include:

- **Subvention Scheme Defaults:** Builders advertised schemes promising EMI payments until possession but defaulted in 2018-2019
- **Tripartite Agreement Violations:** Banks, homebuyers, and builders entered agreements that were systematically breached
- **Regulatory Circumvention:** Banks and Housing Financial Corporations bypassed regulatory frameworks
- **Coercive Recovery:** Banks demanded payments from homebuyers despite incomplete projects and no possession offered
- **Suspected Nexus:** Prima facie evidence of "unholy nexus" between banks/HFCs and builders

Decision highlights

•**Primary Directions - CBI Investigation:** The Supreme Court ordered comprehensive investigation through 7 Preliminary Enquiries as outlined in Paragraph 17:
"We direct the Central Bureau of Investigation to register seven Preliminary Enquiries, in the manner as suggested in the affidavit filed on its behalf."

- **Scope of Investigation (Paragraph 17):**
  1 One Preliminary Enquiry for M/s Supertech Ltd projects
  2 Five separate enquiries for NCR projects (NOIDA, Greater NOIDA, Yamuna Expressway, Gurugram, and Ghaziabad)
  3 One enquiry for projects outside NCR (excluding Supertech Ltd)
- **Resource Mobilization: Paragraph 18** mandates significant resource allocation:
  1 UP Police: 12 Deputy Superintendents, 20 Inspectors, 30 Head Constables/Constables
  2 Haryana Police: 5 Deputy Superintendents, 7 Inspectors, 10 Head Constables/Constables
  3 Nodal Officers: From various development authorities, RERA, RBI, and Ministry of Housing
- **Forensic Audit Support: Paragraph 19 directs:**

"The President, Institute of Chartered Accountants of India is directed to deploy three Chartered Accountants, who are well conversant with the process of forensic audit, and place them at the disposal of CBI to assist the Bureau/SIT in the matter of subject enquiry/investigations."

• **Key Findings on Supertech Ltd:** The Court noted alarming statistics from the Amicus Curiae report (Paragraphs 7-8):
1 Supertech Ltd has 21 projects across 6 cities
2 Tripartite agreements with 19 different banks/HFCs
3 Approximately 800 aggrieved homebuyers
4 Total loans secured: Rs. 5,157.86 crores since 1998
• **Financial Arrangements for Investigation:** Paragraphs 23-25 establish funding mechanism:
1 Amicus Curiae honorarium: Rs. 5 lakhs per month
2 Supporting staff honorarium and expenses
3 Corporation Bank directed to make payments (having released Rs. 2,477.54 crores in loans)
4 Ultimate cost to be borne by developer-cum-builders
• **Timeline and Next Steps:** Interim status report required from CBI on next hearing; next hearing date: 22.07.2025
• **Protective Measures:** The Court maintained interim protection to homebuyers as per earlier orders, ensuring no coercive action during investigation.

2.4 CITATION 4: DELHI HIGH COURT

Court on Its Own Motion vs. Govt of NCT of Delhi & Ors., W.P.(C) 9550/2019, Delhi High Court (13th March 2023).

Link: http://indiankanoon.org/doc/61868886

Issue

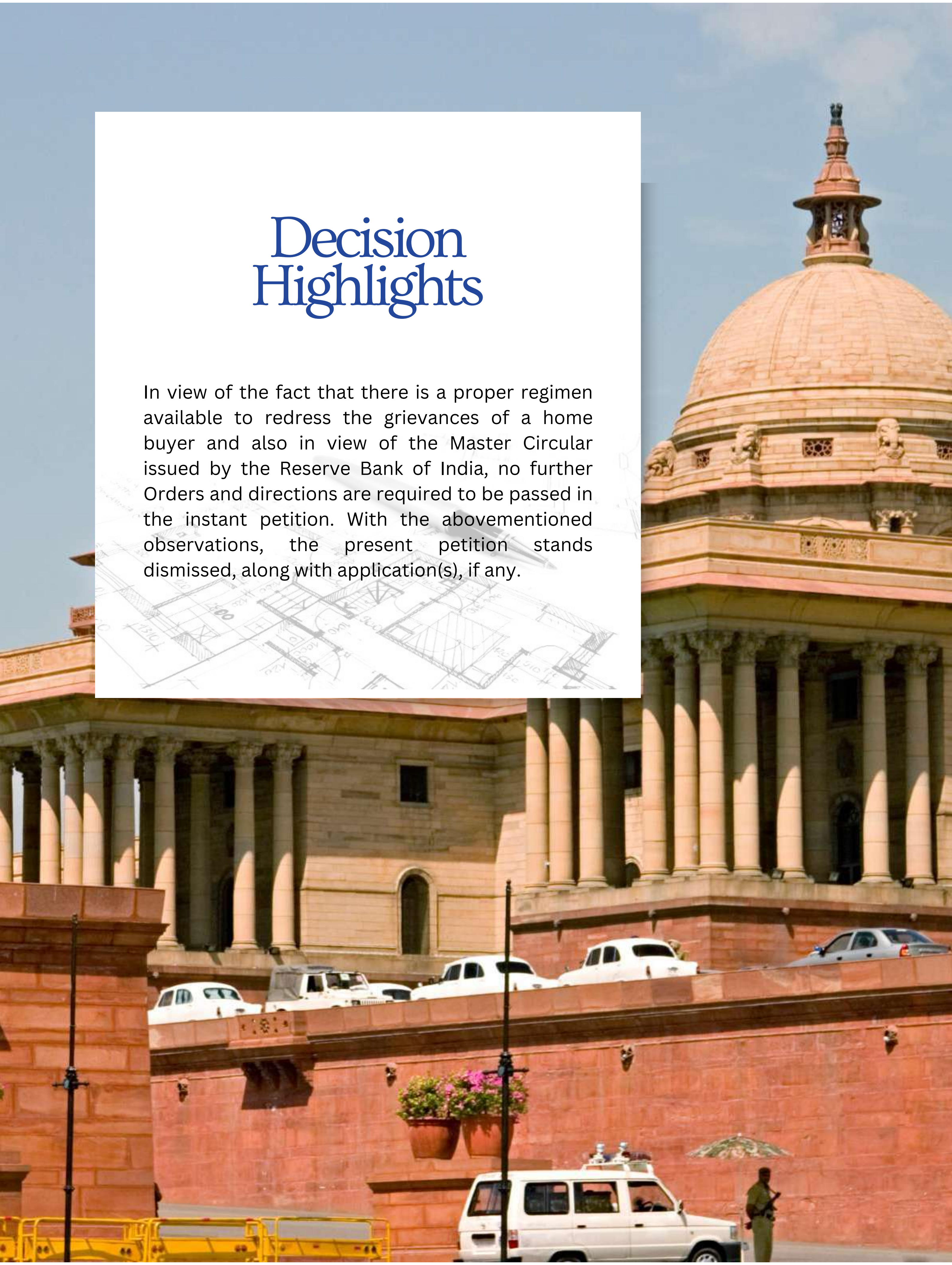
Complainant before this Court seeks the issuance of directions to the Central Government to draft and implement a comprehensive scheme to address the grievances of home buyers availing home loans, including those buyers who haven't been given possession of their flats by their builders and are still paying monthly instalments towards EMI payment, and are thus unable to claim tax benefits on the payment of such monthly interest amounts. The Complainant prays for the formulation and implementation of a scheme that conclusively addresses the grievances of other home buyers who may not have the capacity to approach courts/forums to seek redressal against builders.

Decision Highlights

When the projects proponent defaults in completing a project, it is always open for the banks to approach the National Company Law Tribunal under the Insolvency and Bankruptcy Code, 2016 for getting a Insolvency and Resolution Professional appointed and to take measures to ensure that project is revived and the project is completed because the banks are also anxious to recover their money. The entire problem that has been projected by the Complainant has to be looked into to safeguard the interests of the home buyers and also the banks who deal with public money, and the banks cannot be converted into developers and builders or an authority on whom the responsibility is loaded to ensure that the project is completed. Other than the remedies in Insolvency and Bankruptcy Code, 2016, it is always open for the home buyers to approach the Real Estate Regulatory Authority (RERA) to ensure that the project is completed.

Decision Highlights

In view of the fact that there is a proper regimen available to redress the grievances of a home buyer and also in view of the Master Circular issued by the Reserve Bank of India, no further Orders and directions are required to be passed in the instant petition. With the abovementioned observations, the present petition stands dismissed, along with application(s), if any.



2.5. CITATION 5: KARNATAKA HIGH COURT

M/S. Provident Housing Limited v. Karnataka Real Estate Regulatory Authority & ANR., WRIT PETITION No.18448 OF 2021, Karnataka High Court (02-01-2023)

Link: http://indiankanoon.org/doc/80781373

Issue

The petitioner, a real estate developer, entered into an agreement for sale and construction with the respondent for an apartment in a project. The project had a proposed completion date of 31/01/17, and partial occupancy certificates were granted to the petitioner in 2015 and 2017. The respondent sought to cancel the agreement on the grounds that the land had not been legally acquired for the project, and the petitioner refunded the amount after deducting cancellation charges. In 2019, the respondent filed a complaint before the RERA Authority seeking a refund of the remaining amount, which was granted by the Authority. The petitioner challenged the maintainability of the complaint before the Karnataka High Court.

Decision Highlights

It was noted that The Real Estate (Regulation and Development Act, 2016 ('the Act' for short) comes into force on 01-05-2016 and the Rules thereunder were notified on 10-07-2017. Section 84 empowers appropriate Government to make Rules. "Among other things clause (v) of Rule 4 therein exempts rigour of the Act and the Rules where partial occupancy certificate is obtained to the extent of the portion for which occupancy certificate is issued, therefore, the Rule itself recognizes the situation of issuance of partial occupancy certificate on the exemption with the applicability of the Act and the Rules or the conditions stipulated therein. It is in the aforesaid statutory framework the issue in the list is to be considered."

Decision Highlights

The court further said "In view of the preceding analysis, more particularly, with regard to the explanation of 'ongoing project' under the Rules which exempts application of the Act and the Rules since the project had commenced and partial occupancy certificate was issued prior to coming into force of the Act, the complaint itself was not maintainable before the Authority.

Notwithstanding such exemption, the Adjudicating Authority appears to have been swayed by the grievance vented out by the 2nd respondent in entertaining the complaint." Therefore, the authority lacked jurisdiction when it issued the order, making it legally invalid.

2.6. CITATION 6: HIGH COURT OF PUNJAB AND HARYANA

CWP-24591-2024: HC Punjab and Haryana. M/S Ramprastha Developers Pvt. Ltd. And Others VS State of Haryana and Others (31.01.2025).

Link: http://indiankanoon.org/doc.62917733

Issue

Whether homebuyers can approach RERA for remedy under the RE (RD) Act.

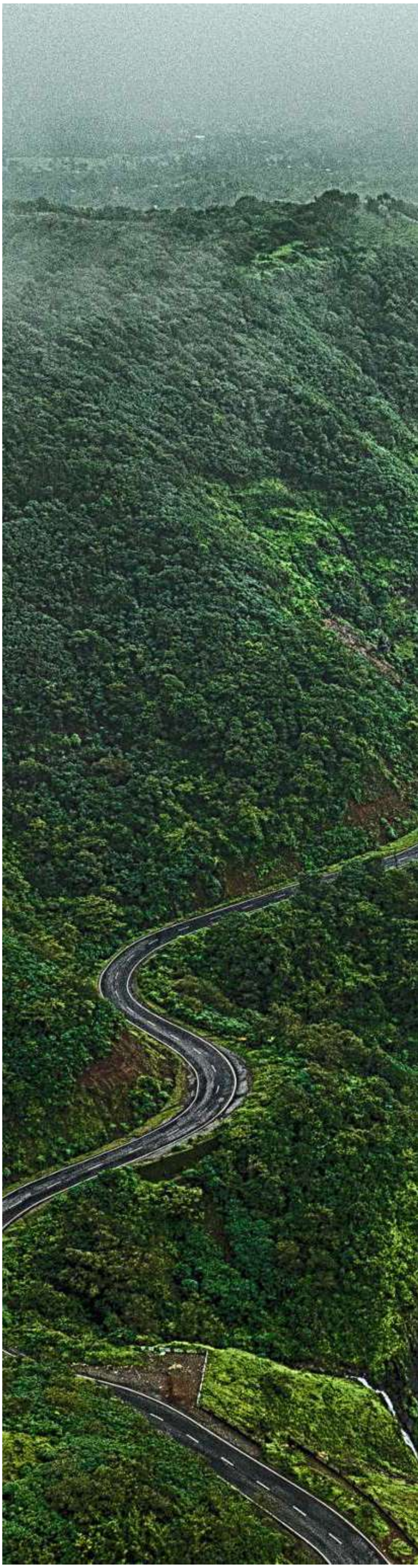
Decision Highlights

Non-Issuance of the relevant/ apposite license to the present petitioners yet does not restrict the right of the home buyers, to access the remedy as contemplated under the instant specific statute, i.e. the RERD Act.

2.7 CITATION 7: HIGH COURT OF PUNJAB AND HARYANA

Civil revision No. 728of 2024 HC Punjab and Haryana. Brig. Raj Kapoor Maur VS M/s Landmark Apartments Pvt. Ltd (04-04-2025).

Link: http://indiankanoon.org/doc/112434767



Issue

Exclusion of Civil courts jurisdiction under Section 79 of the Real Estate (Development and Regulation) Act, 2016 (hereinafter referred to as “the 2016 Act”) to entertain and decide suit filed by colonizer/promoter for recovery of unpaid dues against the allottee.

Decision Highlights

Once a specialized Tribunal has been created under the 2016 Act which provides for remedy under the Act, the Civil Court should not entertain the suit. Such specialized Tribunal has the benefit of experts and domain knowledge of the subject which would be in a better position to assess the recoverable amount against the allottee.

In this case, the Trial Court has erred in concluding that there is no remedy like summary suit. Once the jurisdiction of the Civil Court to entertain and decide the dispute is excluded, the Civil Court erred in overlooking the same particularly when under Section 31 the colonizer/promoter has the remedy of filing complaint before the Tribunal constituted under the 2016 Act.

RERA Authority

Gujarat Real Estate Regulatory Authority (GujRERA)

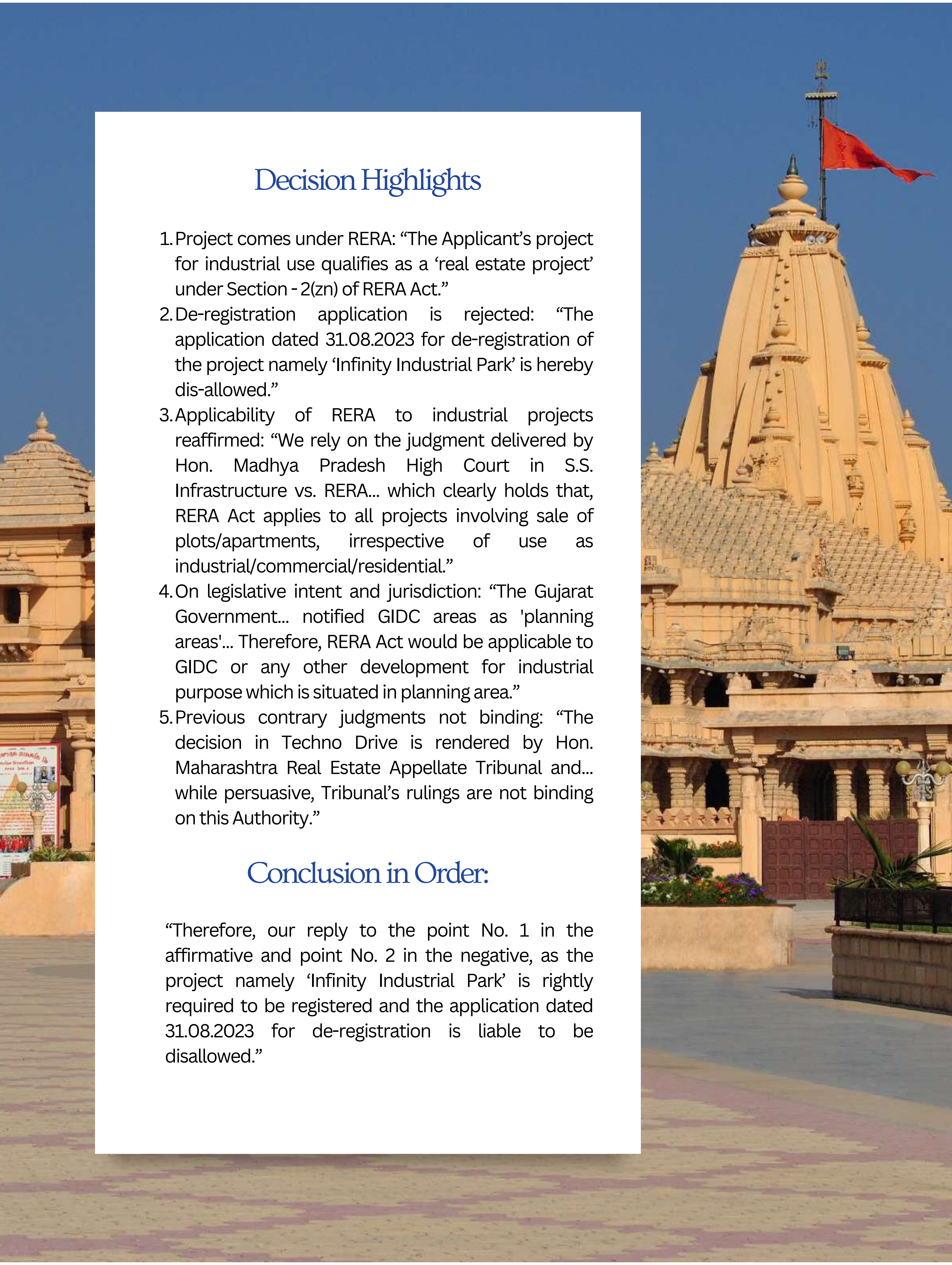
Case number: 6373/2023 Party: M/s. Prince Infraventures LLP

RERA provision invoked: Section 5 of the RERA Act (registration), with arguments relating to Sections 2(e), 2(j), and 3(1)

Regarding: The promoter applied for de-registration of the project "Infinity Industrial Park" on the basis that industrial projects are outside the ambit of the RERA Act. The Authority rejected the request, which was remanded for rehearing by the Gujarat Real Estate Appellate Tribunal.

Issues Raised

1. Whether the project "Infinity Industrial Park" comes under the ambit of the RERA Act for registration?
2. Whether the promoter's application for de-registration of the project is to be allowed?
3. What final order should be passed by the Authority?



Decision Highlights

1. Project comes under RERA: “The Applicant’s project for industrial use qualifies as a ‘real estate project’ under Section - 2(zn) of RERA Act.”
2. De-registration application is rejected: “The application dated 31.08.2023 for de-registration of the project namely ‘Infinity Industrial Park’ is hereby dis-allowed.”
3. Applicability of RERA to industrial projects reaffirmed: “We rely on the judgment delivered by Hon. Madhya Pradesh High Court in S.S. Infrastructure vs. RERA... which clearly holds that, RERA Act applies to all projects involving sale of plots/apartments, irrespective of use as industrial/commercial/residential.”
4. On legislative intent and jurisdiction: “The Gujarat Government... notified GIDC areas as 'planning areas'... Therefore, RERA Act would be applicable to GIDC or any other development for industrial purpose which is situated in planning area.”
5. Previous contrary judgments not binding: “The decision in Techno Drive is rendered by Hon. Maharashtra Real Estate Appellate Tribunal and... while persuasive, Tribunal’s rulings are not binding on this Authority.”

Conclusion in Order:

“Therefore, our reply to the point No. 1 in the affirmative and point No. 2 in the negative, as the project namely ‘Infinity Industrial Park’ is rightly required to be registered and the application dated 31.08.2023 for de-registration is liable to be disallowed.”

RERA Authority

Haryana Real Estate Regulatory Authority, Gurugram

Caseno.: 3936/2024

Parties: Vandana Gupta (Complainant) vs BPTP Limited & M/s Countrywide Promoters Pvt. Ltd. (Respondents)

Link: https://haryanarera.gov.in/assistancecontrol/viewOrderPdf/MjM0ODg0

RERA provision invoked:

• Section 11(4)(a): Promoter's responsibility to fulfil obligations under the agreement for sale.
• Proviso to Section 18(1): Interest to be paid by promoter for delayed possession.
• Section 31: Complaint before Authority.
• Section 34(f): Authority's function to ensure compliance.
• Section 37: Power to issue directions.
• Rule 15 of the Haryana Rules, 2017: Prescribed interest rate.

Regarding: Delay in possession of a residential unit, increase in super area without consent, illegal demand of additional payment, and subsequent cancellation of the unit by the developer.

Issues Raised

• Was the possession delayed beyond the agreed date despite payments by the complainant?
• Was the increase in super area without consent legal?
• Was the cancellation of the unit by the builder lawful?
• Whether the complainant is entitled to delay possession interest?

Decision Highlights

•Delay in Possession Attributed to Promoter:
The Authority held the promoter accountable for failing to hand over possession within the stipulated time: “Accordingly, it is the failure of the respondent/promoter to fulfil its obligations and responsibilities as per the agreement to hand over the possession within the stipulated period.” (Para 29)

•Force Majeure Argument Rejected:
The Authority dismissed the respondent’s plea that delays were caused by external events like the COVID-19 pandemic and NGT orders: “Events such as the NGT and Supreme Court orders were for a shorter duration… There is a delay of more than ten years… It is well settled principle that a person cannot take benefit of his own wrongs.” (Paras 11–12)

•Invalid Cancellation of Unit:
The cancellation letter issued by the builder on 09.11.2022 was declared illegal: “The authority is of the opinion that cancellation letter dated 09.11.2022 is invalid and hereby set aside by the authority being bad in eyes of law.” (Para 18)

Decision Highlights

•Valid Possession Must Meet Defined Standards:
The Authority clarified what constitutes a valid possession: “Possession must be offered after obtaining occupation certificate… The unit should be in habitable condition… and should not be accompanied by unreasonable additional demands.” (Para 20)

• Interest Awarded for Delay:
The Authority directed the promoter to pay: “Delayed possession charges at the prescribed rate of interest @11.10% p.a. for every month of delay from the due date of possession i.e., 01.04.2017 till valid offer of possession plus two months after obtaining OC…” (Para 31(ii))

• **Other Key Directions:**
• Possession or an alternate unit to be offered within two months.
• Builder not to charge beyond the builder-buyer agreement.
• Outstanding dues, if any, to be adjusted against interest.

RERA Authority

Haryana Real Estate Regulatory Authority, Gurugram

Case no.:Complaint No. 5082 of 2023

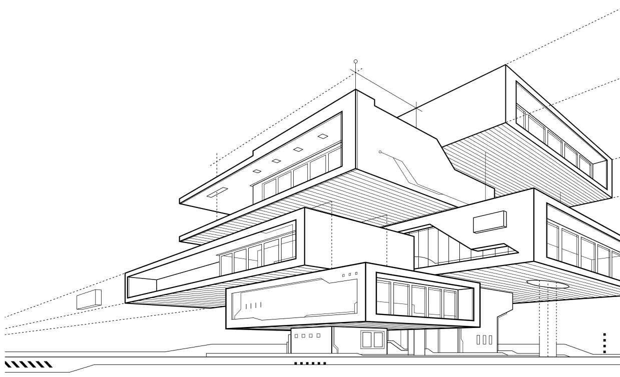
Parties: Shaurya Kataria (Complainant) vs M/s Mahira Buildtech Pvt. Ltd. (Respondent)

Link: https://haryanarera.gov.in/assistancecontrol/viewOrderPdf/MjI1Njk4

RERA provision invoked

- Section 11(4)(a): Promoter’s obligations under the agreement and Act
- Section 18(1)(b): Refund due to discontinuation of business or revocation of registration
- Section 31: Filing of complaints
- Section 34(f): Functions of the authority
- Section 37: Directions by the authority
- Rule 15 of the Haryana Rules, 2017: Prescribed interest rate

Regarding: Refund of the entire sale consideration along with interest, after the builder failed to construct or deliver possession of a unit in the “Mahira Homes 103” affordable housing project in Sector 103, Gurugram. The complainant sought relief citing that the project was abandoned, RERA registration was revoked, and the builder failed to fulfil obligations under the sale agreement.



Issues Raised

• Whether the builder violated Section 11(4)(a) by failing to deliver possession?
• Whether the complainant is entitled to a full refund with interest under Section 18(1)(b)?
• Whether the revocation of the project's registration amounts to discontinuation of the promoter's business?
• Whether compensation and litigation costs can be granted by the Authority?

Decision Highlights

• **On Revocation & Project Status:**
"...the Authority vide order dated 11.03.2024 revoked the registration certificate of the project... this amounts to discontinuation of business of the respondent." (Para 18)

• **On Refund Entitlement:**
"Since vide order dated 11.03.2024, the registration certificate of the project stands revoked... there seems no possibility of completing the said project in near future. Thus, the complainant is entitled to his right under section 18(1)(b)..." (Para 19)

• **Prescribed Interest Rate:**
"...the prescribed rate of interest shall be the State Bank of India highest marginal cost of lending rate +2%... i.e., 11.10%." (Para 21)

Authority's Final Directions

• Refund full amount (₹23,53,300) with 11.10% interest within 90 days.
• Refund bank's share first, with remaining balance to be returned to the complainant.
• Provide NOC from the bank for release of claim.
• Legal consequences to follow if not complied within 90 days.

RERA Authority

Haryana RERA

Case Number: Complaint No. 5589 of 2023

Parties: Aarti Sood vs M/s JMK Holdings Pvt. Ltd.

Link: https://haryanarera.gov.in/assistancecontrol/viewOrderPdf/MjE2Mzc3

Case Regarding: The complainant sought restoration of allotment and compensation for delay in possession of her flat in the “Grand Iva” project, Sector 103, Gurugram. The builder cancelled the allotment without executing a buyer’s agreement and without following due process, despite having received over 50% of the total consideration.

Sections of RERA Act Invoked

- Section 11(4)(a): Promoter’s responsibility to fulfil obligations under the agreement
- Section 13(1): Restriction on collecting over 10% of cost without an agreement for sale
- Section 18(1): Entitlement to refund or interest for delay
- Section 17(1): Execution of conveyance deed
- Section 19(11): Obligation of allottee to participate in registration
- Section 34(f): Compliance oversight by RERA
- Section 37: Power to issue directions
- Rule 15: Interest to be paid = SBI MCLR + 2% (i.e., 11.10% in this case)

Issues Raised

1. • Whether the cancellation of allotment by the promoter was lawful?
2. • Whether the promoter violated Section 13 by collecting more than 10% of the amount without executing a buyer agreement?
3. • Whether the complainant is entitled to delay possession interest?
4. • Whether the promoter must execute an agreement and hand over possession?

Decision Highlights

- **Cancellation Set Aside as Illegal:** HRERA ruled that cancellation without formal notice and refund was invalid, especially after collecting over 50% payment without executing a buyer agreement—violating Section 13(1) of the Act - "The said cancellation is bad in law and is hereby set aside."
  (Para 15)

- **Delay Interest Awarded at 11.10% p.a.:** "The allottee shall be paid by the promoter, interest for every month of delay from the due date of possession i.e., 29.03.2021, till offer of possession plus 2 months or actual handing over of possession..."
  (Para 25)

- **Due Date of Possession Calculated:** This was based on environmental clearance date (29.09.2016) + 4 years + 6-month COVID extension - "Therefore, the due date of possession comes out to be 29.03.2021."
  (Para 18)

- **Mandatory Agreement to be Executed:** If the unit was already sold to another buyer, a similar unit must be offered at the original rate - "The respondent is directed to enter into a registered agreement for sale... within a period of one month."
  (Para 26)

- **Possession and Conveyance to be Completed:** "...handover the possession of the unit... and get the conveyance deed of the allotted unit executed in her favour in terms of section 17(1)... within three months from the date of this order."
  (Para 27)

Key Directions

- Cancellation is declared void.
- Delay interest at 11.10% p.a. to be paid.
- Agreement for sale must be executed within 30 days.
- Possession and conveyance deed must be completed.
- No unlawful maintenance charges to be imposed.
- Respondent must comply within 90 days or face legal consequences.

RERA Authority

Haryana RERA

Case Number: Complaint No. 2587 of 2023

Sushree Mathur VS Sweta Estates Pvt. Ltd., M/s Central Park Estate Pvt. Ltd., Bellevue Central Park Association

Link: https://haryanarera.gov.in/assistancecontrol/viewOrderPdf/MTg5NTM1

Case Regarding: The complainant sought refund of ₹37,66,170/- paid under alleged coercion and duress as interest on delayed payment, at the time of taking possession of a flat in "Central Park II" project. The complaint also included claims about the unfinished condition of the flat and obstruction by the RWA in completing work.

Sections of RERA Act Invoked

- Section 31: Filing of complaint
- Section 11(4)(a): Promoter’s obligations
- Section 34(f): Compliance enforcement by the Authority

Issues Raised

- Whether HRERA has jurisdiction in cases where the conveyance deed was registered before the RERA Act came into force?
- Whether the promoter was liable to refund excess interest collected for delayed payments?
- Whether the RWA could be held liable for obstructing access and demanding charges from the complainant?
- Whether the complaint is time-barred or maintainable?

Decision Highlights

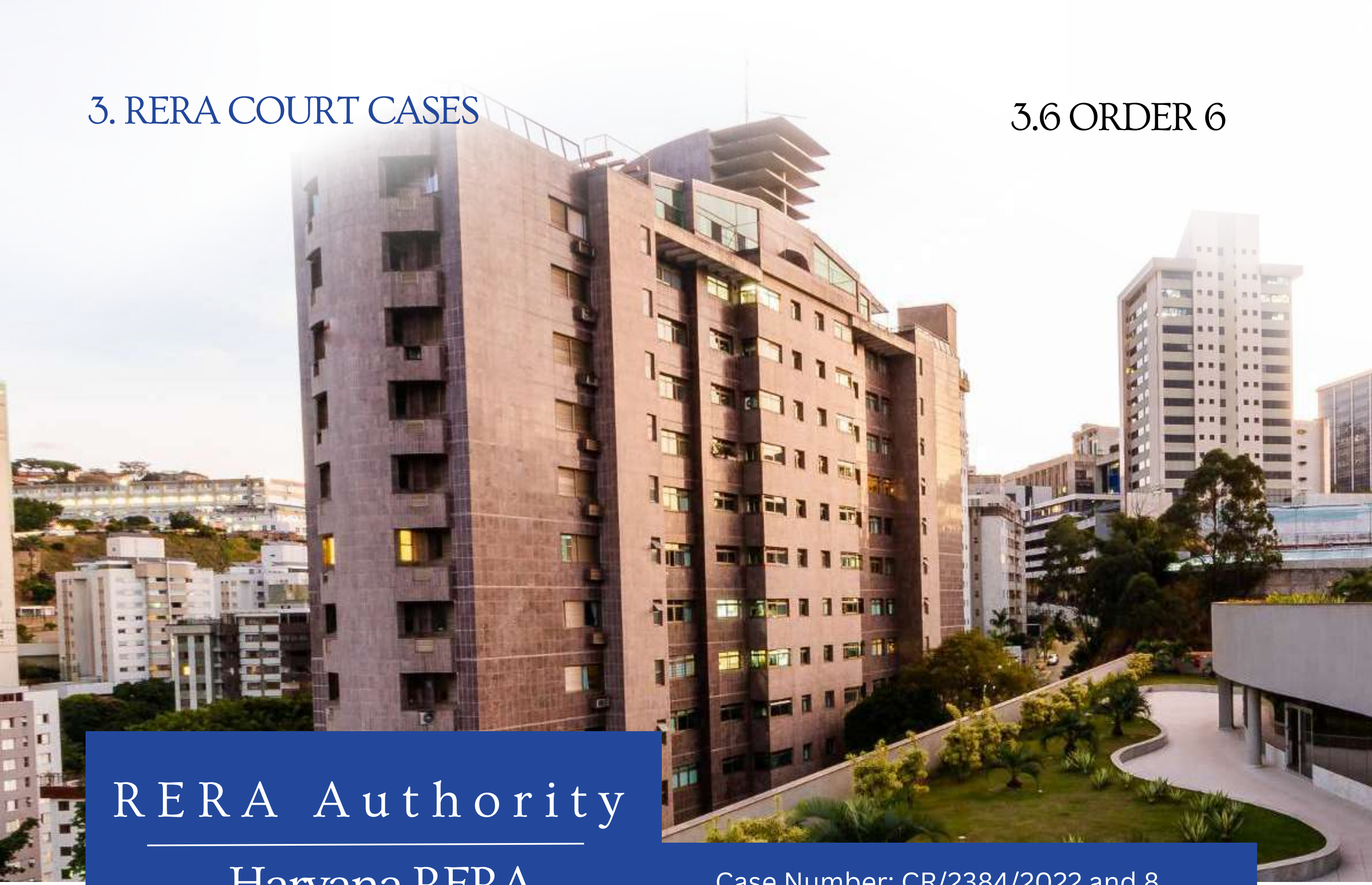
Complaint Dismissed for Lack of Jurisdiction and Delay: The Authority held that since the conveyance deed was registered on 04.03.2015, well before the RERA Act came into force (May 2016), the relationship of promoter and allottee no longer existed at the time of filing the complaint - “The handing over of possession and conveyance deed has happened much before the commencement of the Act and hence, at this later stage, the relief of any alleged excess payment is not maintainable.”
(Para 18)

Complaint Filed After Unreasonable Delay: The Authority noted the complainant made the payments and took possession without protest, and later attempted to re-open settled issues after a long delay - “The issue arose in early 2015, but the complaint was filed over 8 years later... indicating acceptance of those terms.”
(Para 16)

Civil Court Judgment Already Addressed the Dispute: The matter was previously adjudicated in Civil Suit No. CS/6678/2012, where the complainant received relief. The Authority refused to interfere in previously settled matters - “The Authority cannot act as a court of appeal to the judgment and decree passed by the Civil Court.”
(Para 15)

Respondent No. 2 and 3 Not Proper Parties: The Authority dismissed claims against Respondents 2 and 3, citing absence of contractual relationship and lack of privity - “Respondent no. 2 has not received any money from the complainant and is not a promoter of the project... Respondent no. 3 proceeded ex-parte.”
(Paras 17–18)

Final Order: The complaint was dismissed in entirety. The Authority reiterated that projects completed before RERA's enactment fall outside its jurisdiction unless an ongoing obligation exists.



RERA Authority

Haryana RERA

Case Number: CR/2384/2022 and 8 other connected complaint

Link: https://haryanarera.gov.in/assistancecontrol/viewOrderPdf/MjMxODY4

Parties

- Complainants:
  - Praful Chander Agarwal & Sanjana Agarwal and others
- Respondents:
  a. M/s Oasis Landmark LLP
  b. M/s Godrej Properties Ltd.
  c. M/s Oasis Buildhome Pvt. Ltd.

Case Regarding: The complaints pertain to delays in delivery of possession in the Godrej Icon project at Sector 88A & 89A, Gurugram. The complainants alleged fraudulent misrepresentations, collection of excessive payments prior to possession, concealment of land facts, unauthorized changes to project layout and density, and demanded refund with interest and compensation.

Sections of RERA Act Invoked

- Section 11(4)(a): Promoter's obligation to fulfill commitments made in the agreement.
- Section 18: Entitlement of refund and interest for failure to deliver as agreed.
- Section 31: Complaint filing mechanism.
- Section 34(f): RERA’s power to enforce compliance.
- Section 37: Power to issue directions.

Issues Raised

- Was there a delay in possession beyond the agreed period?
- Did the respondents make misrepresentations regarding land size, density, and project amenities?

Issues Raised

- Were unauthorized changes made without consent of 2/3rd allottees as required under RERA?
- Were payments collected prematurely and under coercion?
- Should the complainants be refunded with interest and compensation?

Decision Highlights

- **Refund with Interest Ordered:** "The authority directs the respondents to refund the entire amount paid by the complainants along with interest at the prescribed rate i.e., 10.70% p.a. from the date of each payment till the date of refund."
  (Refer: Para 31 of the Order)
- **Respondents Held Liable Jointly and Severally:** "Respondents No. 1 to 3 are jointly and severally liable for completion of the project. The primary responsibility lies with Respondent No. 1 and 3."
  (Refer: Para 20)
- **Attempt to Exclude Godrej Properties Rejected:** "Respondent No. 2 has acted as a promoter and falls under the definition under Section 2(zk)(v)... Thus, its contention to be removed is rejected."
  (Refer: Para 19)
- **Jurisdiction Affirmed Despite Pending Court Case:** "The authority has jurisdiction to entertain this complaint as it pertains to refund and interest, in accordance with Hon'ble Supreme Court's rulings."
  (Refer: Paras 16–17)
- **Misrepresentation and Unauthorized Changes Noted:** "Reduction in land size, increase in number of units, and unapproved project amendments without consent of allottees were identified and constitute misrepresentation."
  (Refer: Detailed factual findings, Paras 6–14)

Conclusion / Directions by Authority

- Full refund with interest to all complainants.
- Respondents jointly liable for all obligations.
- Godrej Properties Ltd. remains a party as "promoter" under RERA.
- Relief on compensation and litigation cost referred to the Adjudicating Officer under Section 71.

19-Year Delay in Plot Allotment: RERA Gurugram Orders Compensation at 11.10% Interest

RERA: Haryana Real Estate Regulatory Authority, Gurugram

Case number: Complaint No. 3543 of 2024; Date of Complaint: 14.08.2024; Date of Order: 09.04.2025

Parties

Complainant: Pankaj Dhawan,
R/o: 12, Malka Ganj, Delhi-110007

Respondents:

1. M/s Ramprastha Estates Pvt. Ltd.
2. M/s Ramprastha Developers Pvt. Ltd.
3. M/s Ramprastha Promoters & Developers Pvt. Ltd.

Regarding:

This case involves a 19-year-old dispute where the complainant paid Rs. 8,25,000/- in 2006 for booking a 300 sq. yards plot in "Ramprastha City" project but never received plot allotment, buyer's agreement execution, or possession despite full payment.

Issues raised

Primary grievances:

1. Non-allotment of specific plot number despite full payment in 2006
2. Failure to execute buyer's agreement even after 19 years
3. Non-delivery of possession beyond the reasonable completion period
4. Lack of project clarity - promoter mentioned two different sectors (37C&D and 92,93&95) without specifying exact allotment location
5. Corporate veil manipulation - Multiple companies created to avoid responsibility

Respondents' defence:

- The respondents argued that "the receipt based on which the present complaint has been filed has not been issued by the answering respondents" and claimed no legal enforceability against them.

Decision Highlights

i. **Corporate smoke screen:** The Authority observed that "the respondents have attempted to create a smoke screen of corporate opacity by creating multiple corporate entities and obfuscate the issue." The Authority noted that all three respondent companies share the same registered address, email ID, and common directors, concluding that "all the respondents shall be jointly and severally liable to bear the responsibility."

ii. **Receipt as valid agreement:** The Authority held that "The document/receipt so issued in favour of a person can be termed as an agreement for sale to put the developer before RERA Authority, compelling it to fulfil its obligations against the holder of that document."

iii. **Due date calculation:** Relying on the Supreme Court judgment in Fortune Infrastructure and Ors. vs. Trevor D'Lima and Ors., the Authority determined that "a time period of 3 years would have been reasonable for completion of the contract" making the due date of possession as 21.03.2009.

iv. **Delay period:** The Authority found a delay of more than 16 years in handing over possession, noting that the complainant has been waiting since 2006.

v. **Interest rate determination:** The prescribed rate of interest was calculated as 11.10% per annum (SBI MCLR of 9.10% + 2% as per Rule 15).

Key directions quoted:

- Plot Allotment: "The respondents/promoter is directed to allot a specific plot number to the complainant...and to enter into a registered buyer's agreement...within a period of 60 days."

Respondents' defence:

- Interest Payment: "The respondents/promoter is directed to pay interest to the complainant against the paid-up amount at the prescribed rate of 11.10% p.a. for every month of delay from the due date of possession i.e., 21.03.2009 till actual handing over of possession."

- Arrears Settlement: "The arrears of such interest accrued from 21.03.2009 till the date of order...shall be paid by the respondent/promoter to the complainant within a period of 90 days."

- Future Compliance: Monthly interest payments to be made "before 10th of the subsequent month" and possession to be handed over "within three months after obtaining completion/part completion certificate."

This case establishes important precedents providing relief to homebuyers caught in similar situations involving multiple corporate entities and prolonged delays.

[Link: https://haryanarera.gov.in/assistancecontrol/viewOrderPdf/MjI1Njk4](https://haryanarera.gov.in/assistancecontrol/viewOrderPdf/MjI1Njk4)

Gurugram RERA orders refund with interest for failure to give possession for 14 years

RERA: Haryana Real Estate Regulatory Authority (HARERA), Gurugram

Case number: Complaint No. 6312 of 2022

Parties **Complainants:** : Pankaj Dhawan, & Captain Sumant Varma Respondent: M/s Vatika Limited

RERA provisions invoked:

- Section 11(4)(a): Promoter's obligation to fulfill responsibilities under the agreement for sale.
- Section 18(1): Right of allottee to seek refund and interest in case of delayed possession.
- Section 19(4): Allottee's right to claim refund and compensation.
  Rule 15 of Haryana RERA Rules: Interest rate at SBI MCLR + 2%.

Regarding:

The case revolves around the complainants' investment in a commercial unit in the "Vatika INXT City Centre" project in Gurugram. Despite full payment of ₹58,38,000 made in 2008, the builder failed to deliver possession by the contractual date of October 1, 2010. The complainants alleged illegal relocation of their unit, unfair contractual amendments, and non-delivery of promised possession, prompting their demand for a refund with interest.

Issues Raised

1. Delay of over 14 years in handing over possession.
2. Unilateral relocation of unit and changes to the agreement without consent.
3. Misrepresentation by the builder regarding project timelines and approvals.
4. Legality of assured returns paid until 2018.
5. Maintainability of the complaint post-dismissal of a previous one.

Decision Highlights

i. HARERA Gurugram found the complaint maintainable and ruled in favor of the complainants. The Authority rejected the builder's claims of delay due to force majeure, noting: "The buyer's agreement was executed... much prior to the occurrence of Covid-19 restrictions and hence, the respondent cannot be benefitted for its own wrong."

ii. The authority emphasized the continuing wrong and upheld the complainants' right \ to refund under Section 18(1) and Section 19(4): "The allottee cannot be expected to wait endlessly for taking possession... and for which she has paid a considerable amount towards the sale consideration."

iii.Accordingly, HARERA directed: "The respondent is directed to refund the entire paid-up amount of ₹58,38,000/- received by them from the complainants along with interest at the rate of 11.10% per annum... from the date of each payment till the actual date of refund."

An adjustment was allowed for ₹71,40,000 and ₹3,60,000 already paid as assured returns and committed returns, respectively.

Final Direction: The builder was given 90 days from the date of order (13.02.2025) to refund the balance amount with interest, failing which legal consequences would follow.

Link: https://haryanarera.gov.in/assistancecontrol/viewOrderPdf/MjMxODk3

RERA Authority

Maharashtra Real Estate Regulatory Authority (MahaRERA)

Case number: CC006000000395566

Link: www.maharera.mahaonline.gov.in

- **Parties:** Narendra Popat vs Parinee Realty Pvt Ltd and others
- **RERA Provisions invoked:** Sections 11(5), 13, and 18 of the RERA Act, 2016
- **Regarding:** Dispute over cancellation of allotment, non-execution of the agreement to sell, and claim of interest due to delayed possession.

Issues Raised

- Validity of the promoter's cancellation letter
- Failure to execute and register agreement for sale
- Entitlement of allottee to interest for delay

Decision

- **Cancellation letter is invalid:**
  "The cancellation letter issued by the promoter was held invalid under Section 11(5) in view of the compensation letter waiving the remaining balance of consideration to be paid by the allottee."

- **Violation of Section 13:**
  "Directed the promoter to execute and register agreement to sale with the allottee."

- **Interest awarded under Section 18:**
  "Held that the allottee is entitled to claim interest under Section 18 of the RERA Act."

RERA Authority

Maharashtra Real Estate Regulatory Authority (MahaRERA)

Common Order dated 17.04.2025 in CC006000000197873 and 15 other linked complaints

Link: www.maharera.mahaonline.gov.in

- **Parties:**
- **Complainants:** Multiple homebuyers including Romil Ravindra Desai and others
- **Respondents:** M/S. Sai Siddhant Developers and D.N. Nagar Shivneri Co-operative Housing Society Ltd
- **RERA provisions invoked:** Primarily under Sections 2(zk), 2(zg), 8, 13, and 18

Issues raised

- Whether the housing society qualifies as a "promoter"
- Whether the society must complete the remaining development work or appoint a new developer
- Whether allottees are entitled to remedies under Section 13 and 18 of the Act
- Whether the allottees can claim refund, possession, or compensation

Decision

- **Housing society is a promoter:**
  "The cooperative society constructing the building on behalf of the members or for allottees falls within the definition of promoter under section 2(zk) read with section 2(zg)."

- **Joint liability of society and developer:**
  "Both the landowner and promoter stand on equal legal footing as promoters under the Act.

Decision

- **Violation of the purpose of the Act by the society:**
  "The society is in violation of the object and very purpose of the Act."

- **Directive to complete or reassign project:**
  "Directed the society to either carry out the remaining development work... or appoint a new competent developer... as the project registration has lapsed."

RERA Authority

Maharashtra Real Estate Regulatory Authority (MahaRERA)

Case number: Regulatory Case No. 292 of 2024

Parties: Namrata Developers Private Limited vs Happy City Varale (MAHARERA Project Reg. No. P52100018045)

Link: www.maharera.mahaonline.gov.in

RERA Provisions invoked: Primarily under Section 5; concerns over scope and oversight of registration and deregistration under the Act

Regarding: Application for partial deregistration of the project due to inability to complete one building out of the three due to pandemic and market conditions.

Issues raised:

- Whether partial deregistration of a single building (Building A) is permissible
- Whether deregistration aligns with the purpose and structure of Section 5 of the Act
- If MahaRERA can allow project registration to remain valid for only part of the original project

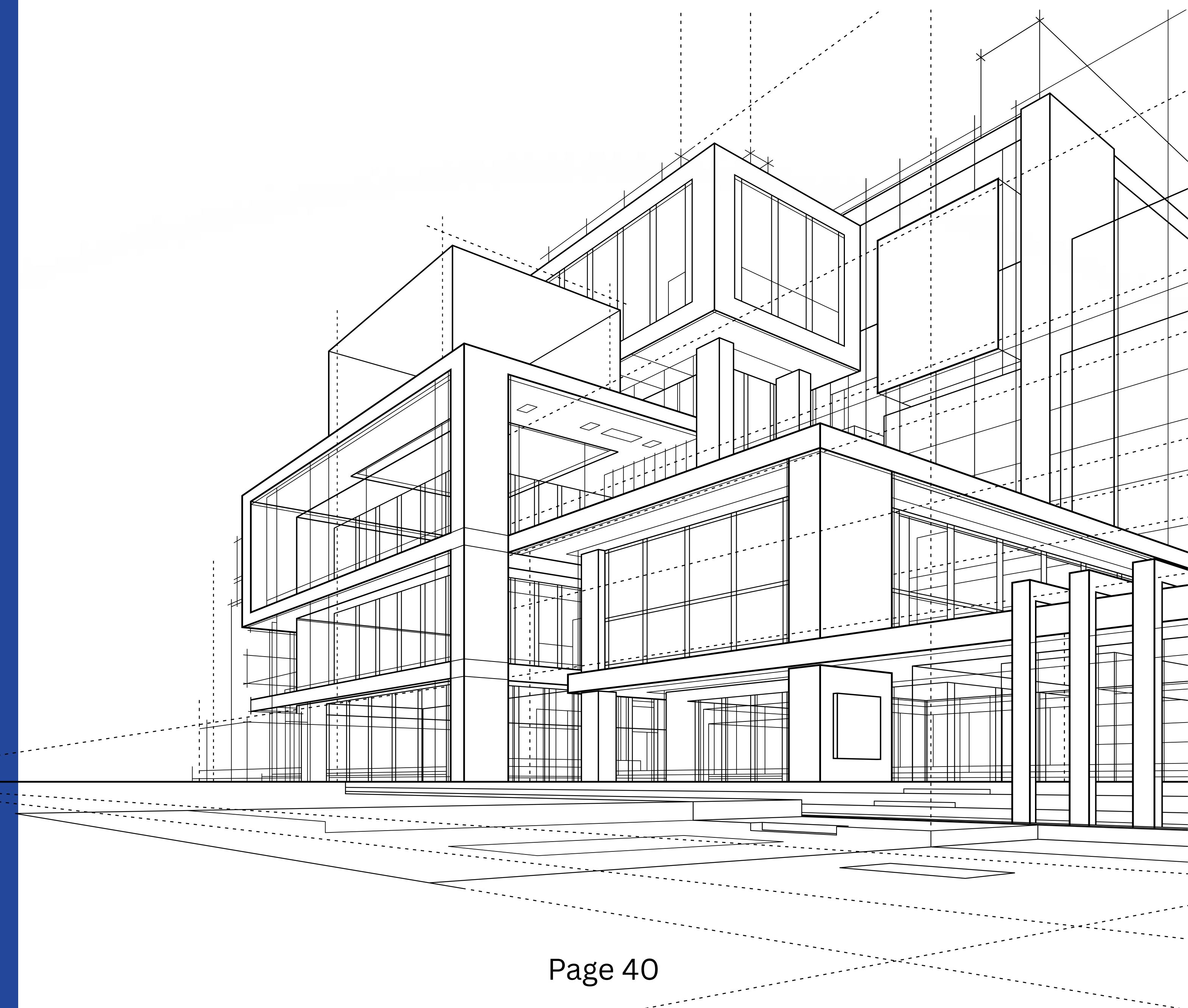
Decision:

Cannot selectively deregister part of the project:
"Partial deregistration is not feasible. The Authority therefore hereby directs the applicant to carry out a correction process in the Project details..."

Decision:

Purpose of project registration reaffirmed:
"A project registration number once given to a project... must then proceed and take a course as defined in the Act and finally an apartment plot or building gets delivered to the allottees..."

Authority's role in preventing harm to allottees:
"The Authority is bound to take cognizance in the event if a project is not likely to get completed and see that any harm to the interests of the allottees is prevented..."



Punjab RERA Punjab Order – GC No. 0344/2022

Complainant: Ms. Jagtamba Devi Sharma

Respondent: M/s WWICS Estates Pvt. Ltd. & others

Project: "Dream Meadows-I (Imperial County)", Kurali, Punjab

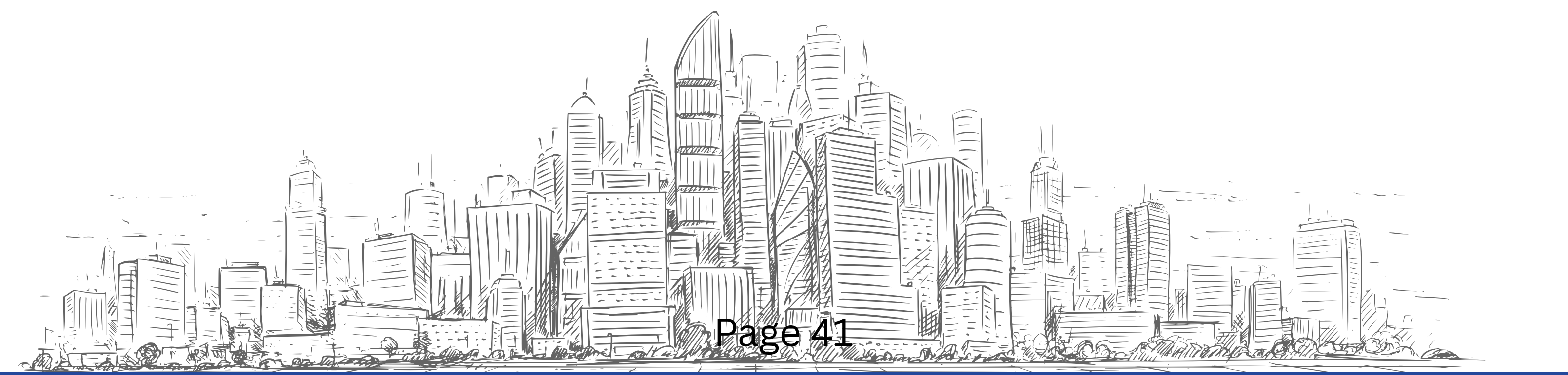
Order Date: 07.04.2025

Key Issues:

- The complainant booked Plot No. P-355 in 2016, paid the full amount of ₹15,96,403, but did not receive possession or a registered conveyance deed.
- The project land was agricultural and lacked valid Change of Land Use (CLU), making residential use illegal.
- The developer misrepresented approvals and uploaded misleading documents on the RERA portal.
- Completion and occupancy certificates were not obtained, making the offered possession unlawful.

Findings:

- The Authority held that the developer failed to fulfill contractual and legal obligations under RERA.
- The complainant is entitled to withdraw from the project and claim a full refund with interest under Section 18(1) of the RERA Act, 2016.



Relief Granted:

- Refund Amount: ₹15,96,403
- Interest (up to 31.03.2025): ₹14,48,379 (@11.10%)
- Total Payable: ₹30,44,782
- Additional monthly interest of ₹14,767 from 01.04.2025 till full payment.
- The amount is recoverable as Land Revenue under Section 40(1) of the RERA Act.
- Developer barred from selling or transferring the plot until dues are cleared.

Link:https://rera.punjab.gov.in/rera/rwdataOrdersJudgements/2025/M3341//20250516FormM_OJbyAutha4cd7164-2984-4a5e-8c15-4bc6eec5c98e.pdf

Punjab RERA Order – GC No. 0454/2022UR

Parties Involved:

- Complainant: Sh. S.P. Singh
- Respondents: Estate Officer, Patiala Urban Planning & Development Authority (PUDA) and M/s. Omaxe Ltd.

Background:

The complainant booked a commercial unit (Shop No. 94) in the unregistered project PDA-Omaxe City, Patiala in 2010 and paid ₹27,68,663. Despite termination of the development agreement between PUDA and Omaxe in 2011, no development took place. The complainant sought a refund with interest due to project inaction, non-registration under RERA, and misleading conduct by both respondents.

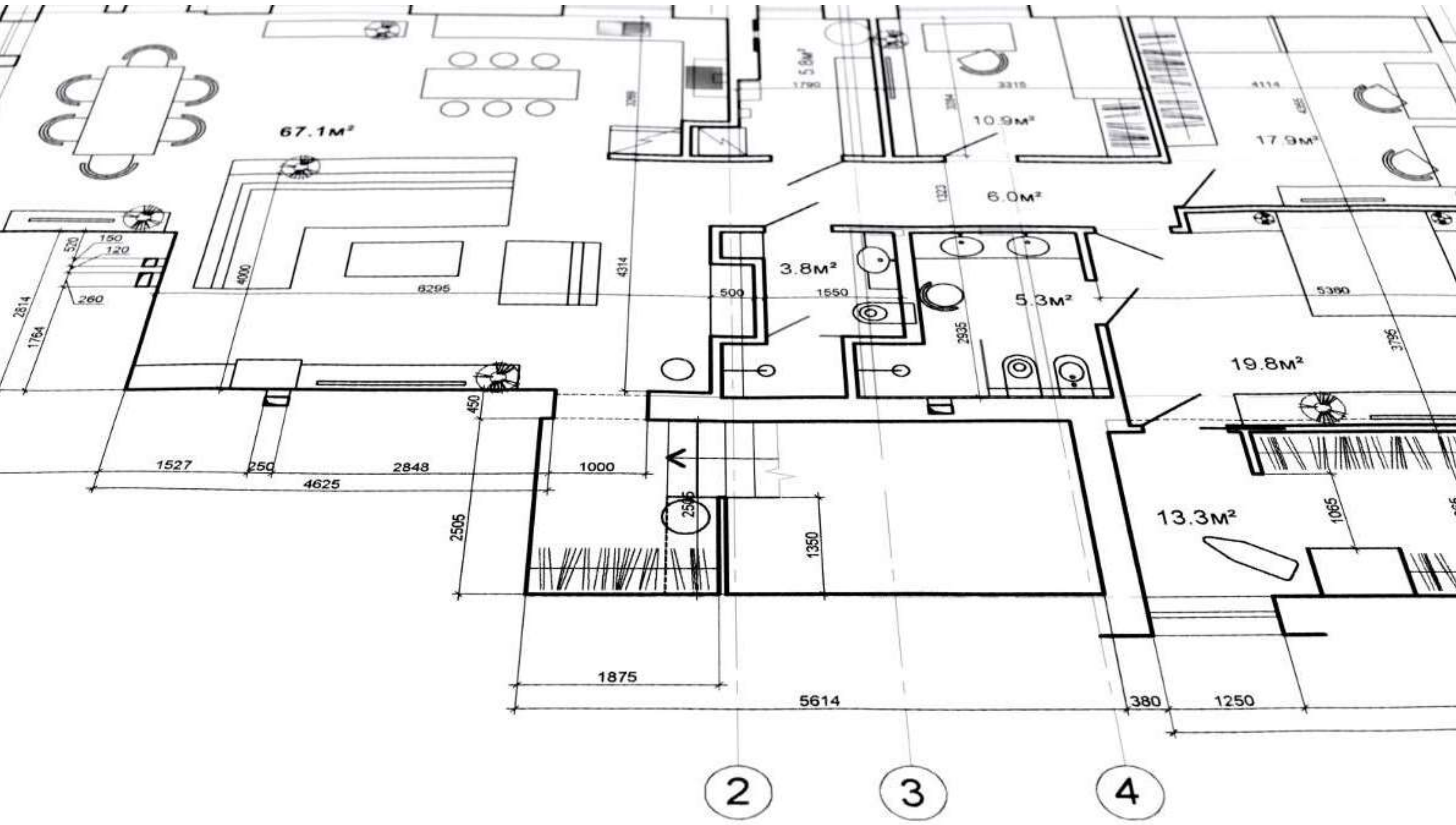
Authority's Observations:

- The project qualifies as an ongoing project and should have been registered under RERA.
- Respondents acted in bad faith by accepting payments despite knowing the project's stalled status.
- Citing arbitration or pre-RERA agreements does not override RERA's jurisdiction.
- Delay and non-performance of contractual obligations entitle the allottee to refund under Section 18 of RERA Act.

Order Summary:

- The complaint was partly allowed.
- Respondents were held jointly and severally liable to refund ₹27,68,663 with interest of ₹43,62,445 (@11.10%) up to 31.03.2025.
- Total amount payable: ₹71,31,108, with further interest of ₹25,610 per month from 01.04.2025 till full payment.
- The amount is recoverable as Land Revenue under Section 40(1) of the RERA Act.
- Respondents are barred from dealing with the concerned property until dues are fully paid.
- A Debt Recovery Certificate is to be issued after 90 days for recovery through competent authority.

https://rera.punjab.gov.in/rera/rwdataOrdersJudgements/2025/M3357//20250604FormM_OJbyAuth5be1bbd9-f004-4d4c-9e1f-20de5858286a.pdf



RERA Punjab Order (GC 0309/2023)

Background:

Complainant Sh. Ajay Singh Rakwal had booked an apartment (No. 11102, Tower 11) in the "ATS Golf Meadows Lifestyle" project in Dera Bassi, Punjab, developed by ATS Estates Pvt. Ltd. A total payment of ₹31,24,549 was made, including a home loan disbursed by HDFC Bank. The possession was contractually due by 30.11.2021, but was not delivered. The complainant also alleged non-payment of assured rentals as promised.

Respondents'

The promoter argued that RERA registration allows possession until 01.09.2026, citing force majeure (COVID-19), and claimed to have paid ₹2,22,400 as rental. The bank stated that the loan was repaid fully in 2022 and had no claim on the refund.

Authority's Findings:

- The agreement for sale takes precedence over RERA registration dates for possession.
- The delay in possession beyond the agreed date is unjustified.
- The rental payments claimed were not proven through formal documentation and were deducted from interest payable.
- RERA found the complainant entitled to withdraw from the project and receive a full refund with interest under Section 18 of the RERA Act.

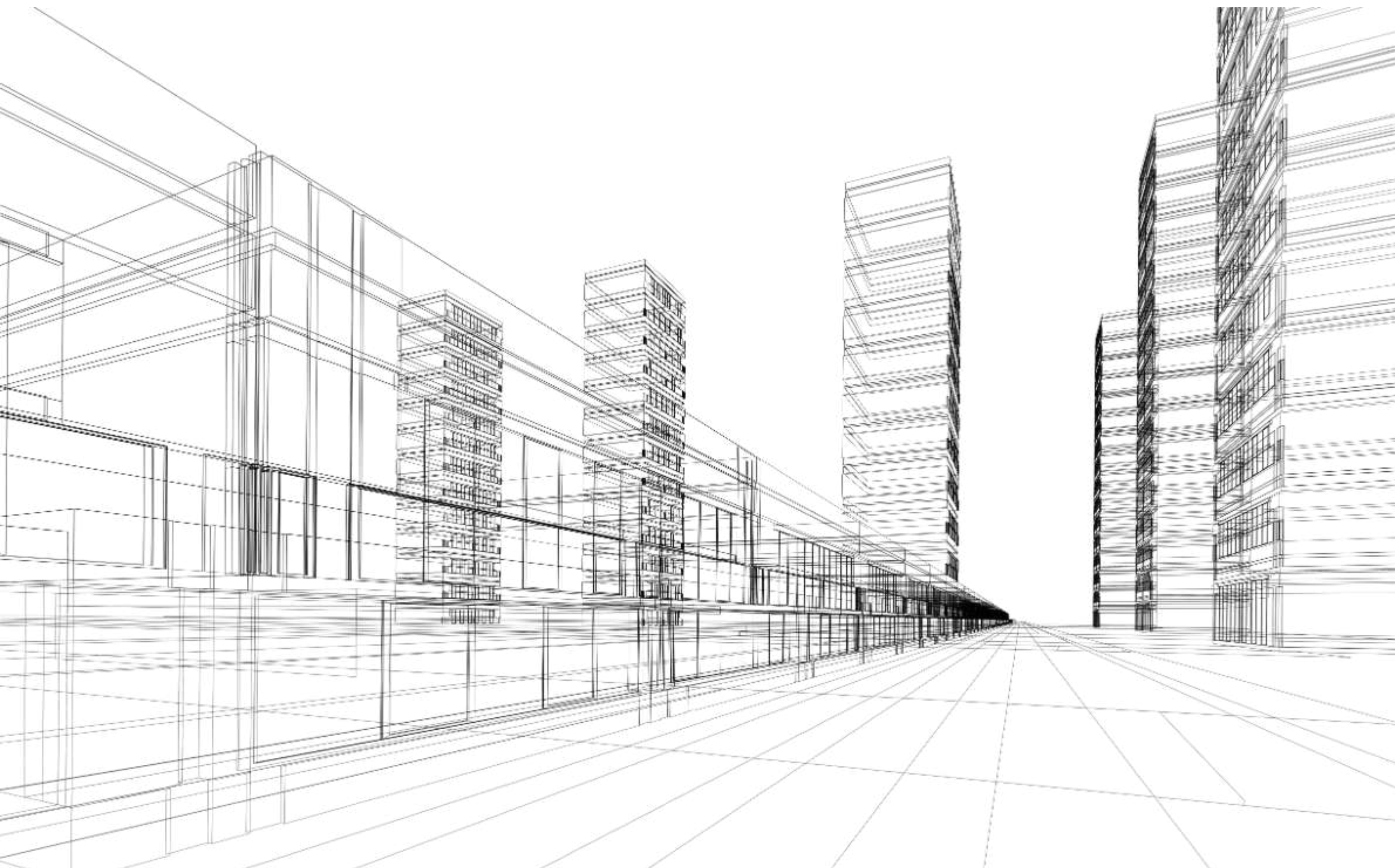
Key Directions:

- Promoter to refund ₹31,24,549 (principal) along with ₹23,00,850 (interest) calculated at 11.10% up to 30.04.2025.
- Total amount payable: ₹54,25,399.
- Ongoing interest of ₹28,902/month will apply from 01.05.2025 until full payment.
- Apartment No. 11102 shall not be sold or transferred until dues are cleared.
- Amount is recoverable as Land Revenue under Section 40(1) of the RERA Act; Debt Recovery Certificate to be issued after 90 days.

Conclusion:

- The complaint was partly allowed. ATS Estates Pvt. Ltd. was held liable to refund the principal with interest. HDFC Bank was absolved of further claims. The complainant is declared the Decree Holder, and the promoter the Judgment Debtor for recovery purposes.

Link:https://rera.punjab.gov.in/rera/rwdataOrdersJudgements/2025/M4035//20250604FormM_OJbyAuth9431cd04-d04d-4487-a222-f5562a722aa8.pdf



RERA Authority

Gujarat

Gujarat RERA Launches Strategic Initiative to Enhance Communication and Stakeholder Outreach

Gujarat Real Estate Regulatory Authority (Gujarat RERA) has unveiled an innovative initiative to strengthen its communication and advocacy efforts through the appointment of a dedicated Communication Consultant. This strategic move aims to significantly enhance awareness and engagement among key stakeholders including homebuyers, developers, and real estate agents across the state.

The three-year rate contract, based on a "Pay for Services" model, will utilize a Quality cum Cost Based Selection (QCBS) methodology, balancing technical expertise (75% weightage) and financial considerations (25% weightage). This approach ensures the selection of a consultant who can deliver high-quality communication services while maintaining cost efficiency.

Effective communication is central to RERA’s mission of creating a transparent and accountable real estate ecosystem. This initiative will help GujRERA better connect with stakeholders and ensure they are well-informed about their rights, responsibilities, and the services available to them.

The selected consultant will spearhead a comprehensive range of communication activities, including the preparation of annual reports, communication strategies, blogs, posters, radio talks, hoardings, press notes, etc. They will also develop compelling communication materials such as social media content, advertisements, and audio-visual productions, while managing Gujarat RERA's digital presence across multiple platforms.

A distinctive feature of this initiative is the integration of artificial intelligence tools to enhance communication effectiveness. The consultant will leverage AI for managing multi-channel campaigns, analysing engagement metrics, implementing real-time social media monitoring, and supporting multilingual content development.

To ensure high standards of quality and relevance, Gujarat RERA has established stringent eligibility criteria. Candidates must have a minimum of five years of experience in communication services, demonstrated expertise working with at least three government agencies, and fluency in English, Gujarati, and Hindi. Additionally, the consultant is required to be based in Ahmedabad or Gandhinagar to facilitate seamless coordination with the authority.

The comprehensive evaluation process will assess various parameters including experience, creative portfolio quality, translation capabilities, and innovation in previous campaigns. This holistic approach aims to identify a consultant who can bring both expertise and creativity to Gujarat RERA's communication endeavours.

With its clearly defined deliverables, technology integration, and performance-based accountability measures, Gujarat RERA's approach offers valuable insights for organizations looking to strengthen their stakeholder engagement through strategic communication.

RERA Authority

Kerala

Kerala RERA Issues Directive to Protect Allottees' Rights Against Unauthorized Mortgages

Directive: Restriction on mortgaging or creating any charge on registered projects after execution of agreements for sale with allottees - Reg.

In exercise of its powers under Section 37 of the Act, K-RERA has directed that:

1. Promoters must not mortgage or create any charge on individual apartments, plots, or buildings after executing an Agreement for Sale with allottees.
2. Any mortgage or charge created on such units shall not affect the rights and interests of the respective allottees, regardless of provisions in other laws.
3. Promoters availing project loans before executing Agreements for Sale must mandatorily disclose such details in the Agreement for Sale, and upon redemption of charges, upload relevant details with encumbrance certificates to the Authority's web portal.
4. Financial institutions sanctioning loans to promoters by creating charges on registered projects are advised to exercise due diligence and ensure compliance with Section 11(4)(h) of the Act before approving loans.
5. K-RERA has emphasized that violations of these directives will be considered contraventions of the Real Estate (Regulation and Development) Act, 2016 and its rules and regulations, empowering the Authority to impose penalties on defaulting promoters under Section 61 of the Act.

The order has been implemented with immediate effect and is binding on all registered promoters under K-RERA.

UP RERA Revolutionizes Recovery Payment System with Digital Innovation: Authority Launches Innovative Online Platform for Seamless Transfer of Recovery Amounts to Homebuyers

In a groundbreaking move that demonstrates the power of digital transformation in regulatory enforcement, the Uttar Pradesh Real Estate Regulatory Authority (UP RERA) has successfully implemented an innovative online payment system that has revolutionized how recovery amounts are transferred to aggrieved homebuyers.

The Scale of Impact

The significance of this initiative becomes evident when examining the numbers: UP RERA has successfully collected an impressive Rs. 1,315 crores against 5,395 recovery certificates issued against defaulting promoters through respective Collectors. Managing the smooth, timely, and error-free transfer of such substantial amounts presented a formidable challenge that demanded innovative solutions.

The Digital Solution: September 2022 Launch

Recognizing the complexity of the task at hand, UP RERA launched this pioneering initiative in September 2022. The system introduces an online platform for credit and payment of amounts received from respective District Magistrates through individual virtual accounts of complainants who filed applications for enforcement of the Authority's orders.

1,. Key Features of the Innovation

1. Clear Objectives Drive Implementation
The primary objective of this innovative payment system serves a dual purpose:

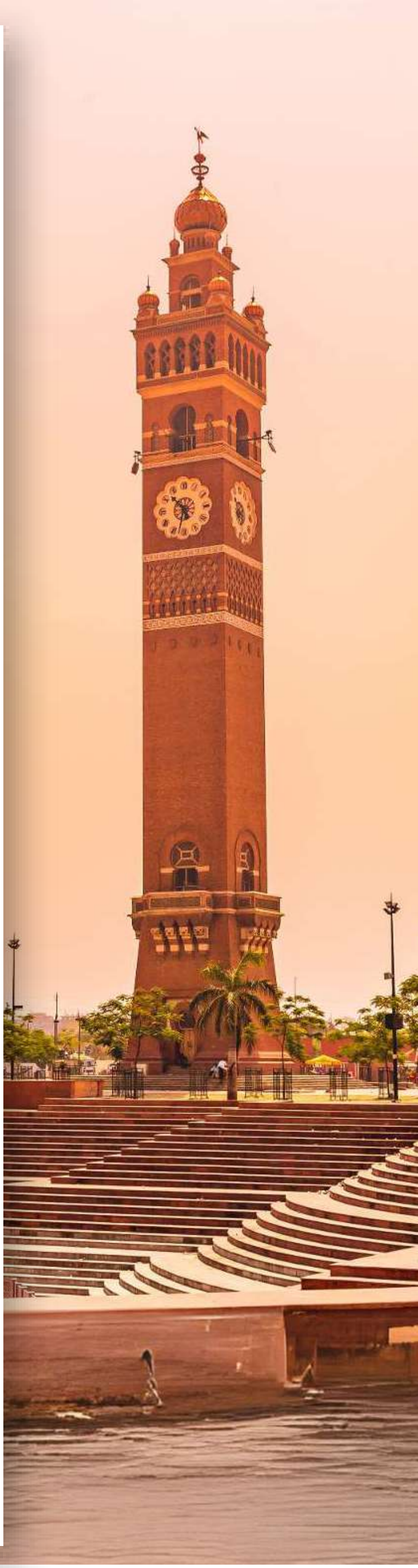
- Streamlining payments to aggrieved homebuyers, ensuring they receive their due amounts without unnecessary delays
- Facilitating proper account maintenance for the Authority, enabling adequate tracking of consequential inflows and outflows

2. Complaint number-wise Record Keeping Software:

To attain the objective as stated above, the UPRERA got an RC amount refund software designed and implemented through its banker where the unique complaint numbers of all such complaints with regard to which recovery certificates are issued by the Authority, are mapped into the bank's software through an API (Application Programming Interface). This helps in transmission and exchange of such data between the U.P. RERA web-portal and the Banker's Software accessible by the Accounts Division of the Authority. As a result, all relevant details of a particular complaint in which RC is issued e.g. name of complainant, name of promoter, name of project, project registration number, amount of RC, RC reference number, etc get auto-populated in the RC Amount Refund Software.

3. Credit into Virtual Accounts of the Complainants:

The amounts recovered by respective District Magistrates against the recovery certificates are sent by them to U.P. RERA through demand drafts or cheques. When the money is received in the office of the Authority, the Accounts Division in U.P. RERA enters the bank name,



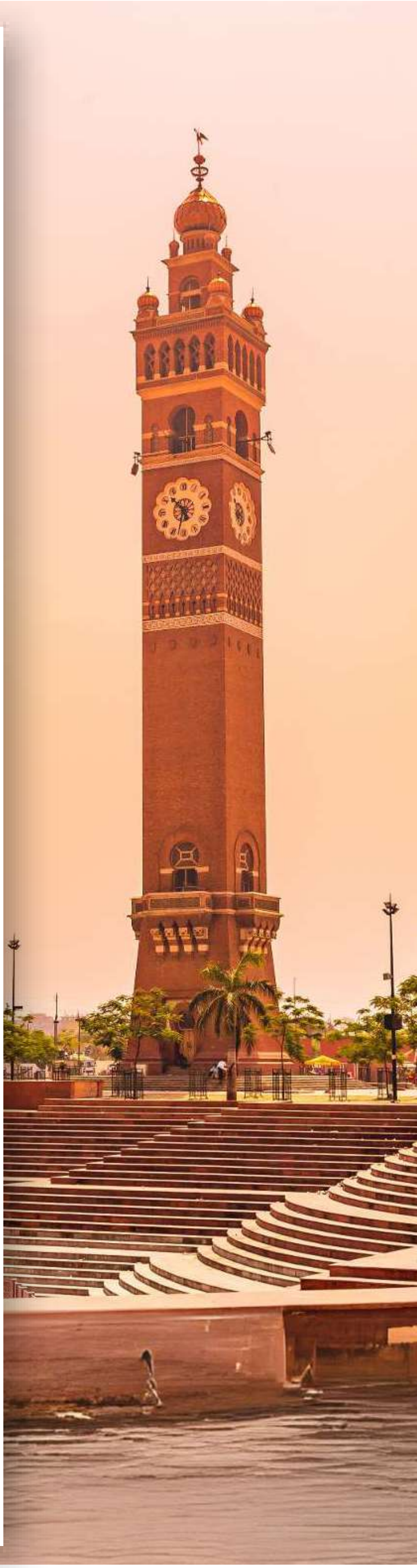
the DD/Cheque number and the amount received on RC Amount Refund Software. A Cheque/DD deposit slip is then printed through this software and the Cheque/DD is deposited in the bank where the RC Account is operational. As soon as the DD/Cheques are cleared, the bank holding the complainant account shares a statement of the cleared DD/Cheques on UPRERA portal. If it is first amount recovered against a particular RC, an auto-email goes to the complainant through portal for submission of affidavit and bank account details, etc. After these documents are received and examined and found to be correct, the proposal for payment is initiated by the Execution Division through e-office system and submitted to the Accounts Division of the Authority. The Accounts division re-examines the proposal and enters such particulars as the Complainant's account number, bank name, IFS Code, transferrable amount, etc.

4.Payment through the RC Software

The amount credited in the virtual accounts are then processed for payment through generation of RTGS advice from the software which will include the interest at the rate of saving bank interest for the holding period. Payment Advice for RTGS is downloaded and after the approval through e-office and signatures on the payment advice through RTGS, the same is submitted to the bank and the payment is made into the complainant's bank account. The successful payment details are mapped on the portal of UPRERA through API with the bank.

5. Interest Payment Module

The RC Amount Refund Software also has an interest payment module built in the system. This module calculates the amount of interest at the savings bank interest rate for the period for which the complainant's money remained parked in U.P. RERA bank account. The interest amount calculation is done account wise virtually through the RC Software and is credited to respective virtual accounts. The payment of interest is thus ensured to the complainants.



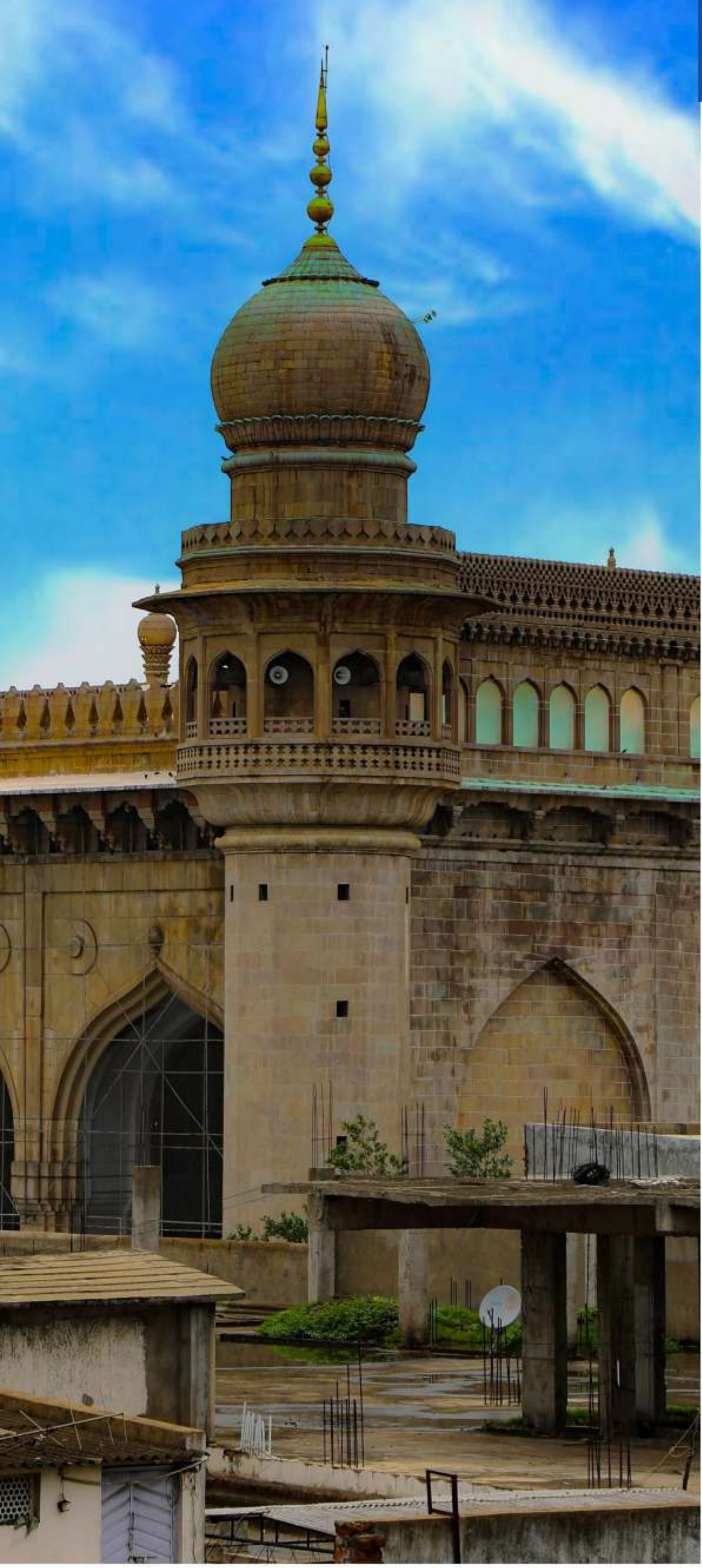
6. The Impact of Innovation

This digital transformation represents more than just technological advancement—it embodies UP RERA's commitment to transparency, efficiency, and homebuyer protection. By implementing this system, the Authority has:

- Eliminated manual errors in payment processing
- Reduced processing time for recovery amount transfers
- Enhanced transparency through real-time tracking capabilities
- Ensured fair compensation through automated interest calculations
- Strengthened accountability with comprehensive digital records

The success of this initiative demonstrates how regulatory authorities can leverage technology to better serve stakeholders while maintaining operational excellence. This pioneering effort not only benefits thousands of homebuyers across Uttar Pradesh but also establishes a replicable model for other state RERA authorities nationwide, potentially transforming the landscape of real estate regulatory enforcement across India.

RERA TELANGANA



TELANGANA RERA ISSUES FRAMEWORK FOR RECALLING EX-PARTE ORDERS

Background

Legal processes often face setbacks due to non-appearance of parties—sometimes for reasons beyond their control. Recognizing this, TG RERA has formalized the procedure to enable parties to seek relief from adverse orders passed in their absence.

This directive is backed by:

- The Hon'ble Allahabad High Court's ruling in T.G.B. Realty Pvt. Ltd. v. State of Uttar Pradesh, which confirmed the inherent power of tribunals to conduct procedural reviews.
- Section 38(2) of the Real Estate (Regulation and Development) Act,2016, which empowers the Authority to regulate its own procedures.

Main provisions of the circular

Who can apply?

- Any party against whom an ex-parte order has been passed by TG RERA or its Adjudicating Officer.
- Any complainant whose case was dismissed for default (non-appearance or failure to prosecute).

Definitions:

- Ex-parte order: A decision made in the absence of one party at the scheduled hearing.
- Dismissal for default: Case closed due to the complainant's non-participation.

https://rera.telangana.gov.in/Home/ShowPdf?pdffilename=BU_190525125216981.pdf

How to apply:

- Submit a formal application with a standard fee of ₹5,000, payable via demand draft or online transfer to the designated TG RERA account (HDFC Bank A/C No. 50100595798191, IFSC: HDFC0007036).

The review process

- Upon receiving the application, notice will be issued to the opposing party.
- The applicant must provide valid reasons for their absence, such as:
  - Non-receipt of hearing notice,
  - Lack of awareness of the hearing date,
  - Sufficient cause preventing attendance (e.g., medical emergency, force majeure).

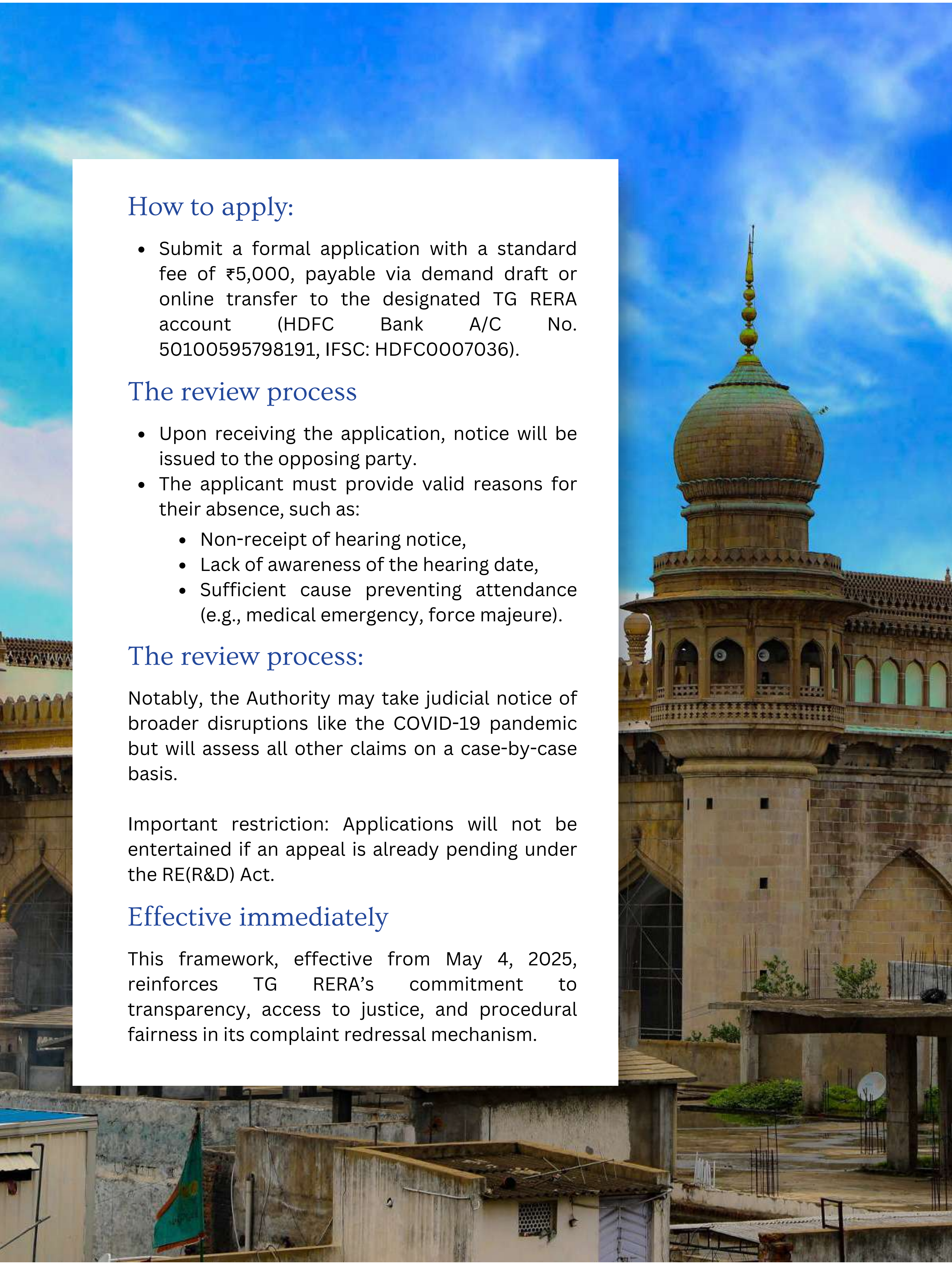
The review process:

Notably, the Authority may take judicial notice of broader disruptions like the COVID-19 pandemic but will assess all other claims on a case-by-case basis.

Important restriction: Applications will not be entertained if an appeal is already pending under the RE(R&D) Act.

Effective immediately

This framework, effective from May 4, 2025, reinforces TG RERA's commitment to transparency, access to justice, and procedural fairness in its complaint redressal mechanism.



Karnataka RERA Strengthens Enforcement Mechanism with New SOP

Order date and number: RERA/PS/SOP-1/CR/2020-21 dated October 28, 2020

RERA provisions referenced

- Section 40 read with Rule 25 of The Real Estate (Regulation and Development) Act, 2016
- Section 40(1) and 40(2) of RERA Act 2016
- Section 43 (Appeals provision)
- Rule 26 of The Karnataka Real Estate (Regulation and Development) Rules, 2017

What this SOP addresses

This circular establishes a robust monitoring mechanism for enforcing orders passed by the Authority or Adjudicating Officer regarding refund of money, payment of interest, penalties, or compensation to ensure compliance by promoters, allottees, and real estate agents.

Main procedural changes introduced

Automatic Enforcement Mechanism
The SOP mandates that "The Authority/Adjudicating Officer shall while passing the order note in the Judgment/Order/Award itself regarding action to be taken for enforcement of the order immediately after expiry of 60 days limitation period to prefer an execution petition under Section 40 read with Rule 25...without the intervention of the complainant/award holder."

i. Revenue Recovery Process

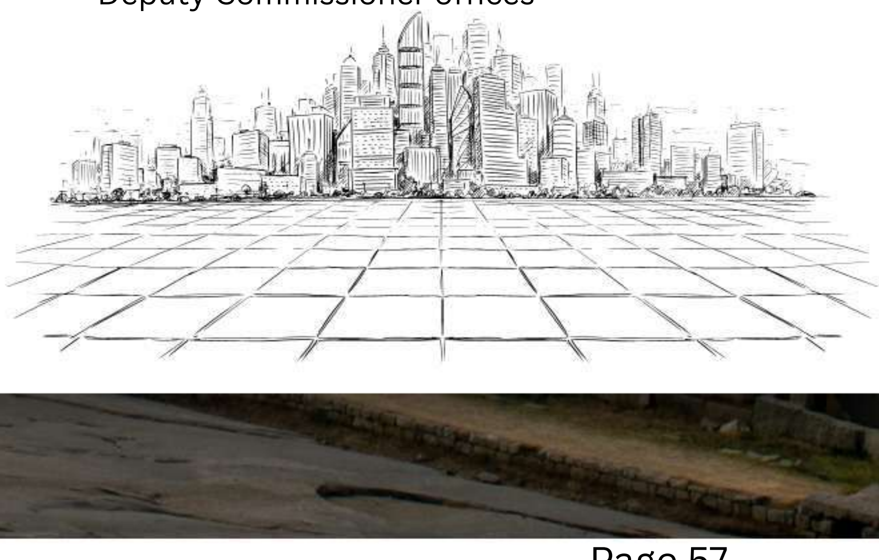
The procedure establishes that after verification, the Authority will "make over the same to the Revenue Inspector appointed by the Authority with a direction to prepare the Revenue Recovery Certificate (RRC) and obtain the approval of the Under Secretary."

ii. Comprehensive Tracking System

The SOP requires that "The Tahsildar/Revenue Inspector shall maintain a register for each and every case by making entry of particulars of each case, in the online module" and mandates monthly MIS reports to be made available on the Authority's web portal.

iii. Highlights

- 60-day automatic trigger: Enforcement proceedings begin automatically after 60 days without requiring complainant intervention
- Revenue recovery mechanism: Orders can be enforced as arrears of land revenue through Deputy Commissioner offices
- Future amount authorization: Recovery certificates authorize collection of future dues with applicable interest until full realization
- Online tracking: All cases to be tracked through online modules
- Monthly reporting: Regular MIS reports to be published on the Authority's web portal
- Consolidated oversight: Authority officers to maintain consolidated lists with inputs from Deputy Commissioner offices



Safeguards and flexibility

- Appeal provision: Execution stayed if appeals are filed under Section 43
- Amicable settlement: Provision for recalling RRC if parties settle outside court
- Stay orders: Procedure for keeping execution in abeyance when operations are stayed

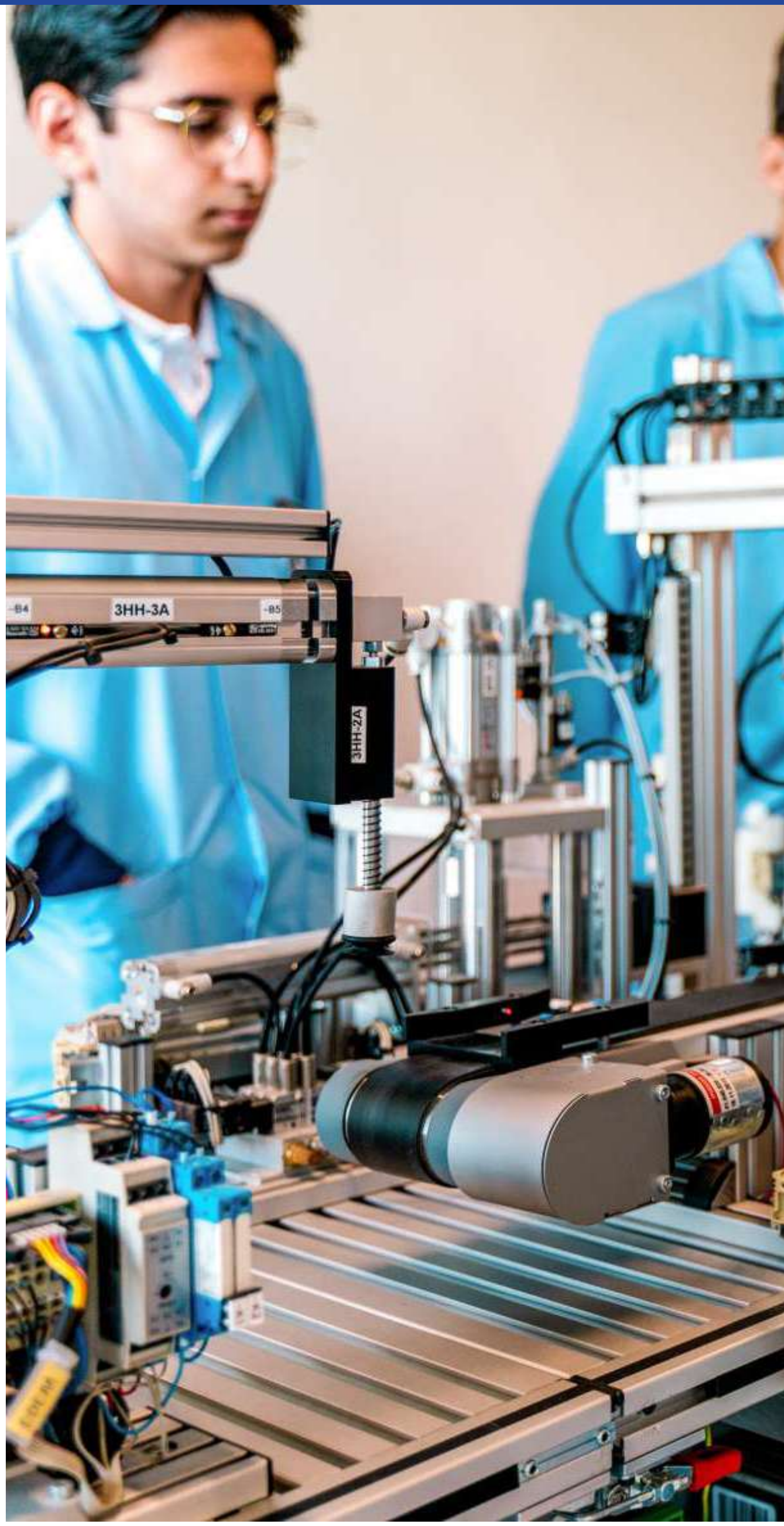
This SOP represents a significant step toward ensuring that RERA orders are translated into actual relief for aggrieved homebuyers and compliance by real estate stakeholders.

5 INNOVATIVE BEST PRACTICES

5.1 RERA Authorities expand Legal, Management and Civil Engineering education through comprehensive internship programs

Bridging academic learning with Real Estate Regulatory practice

India's Real Estate Regulatory Authorities (RERA) are taking significant steps to nurture the next generation of legal, managerial and technical professionals by offering diverse internship and training opportunities. From structured 90-day comprehensive programs to flexible academic break internships, these initiatives are creating valuable pathways for students to gain practical experience in real estate regulation. Here is brief summary of the programmes being run by UP, Gujarat and Haryana RERAs.



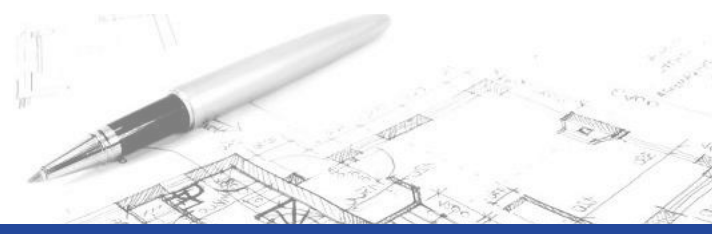
UP RERA:

Targeting fresh legal talent through structured employment opportunity for recent graduates

The Uttar Pradesh Real Estate Regulatory Authority has announced recruitment for Law Clerk-cum-Research Assistant positions, specifically designed for recent law graduates. This initiative demonstrates UP RERA's commitment to integrating fresh legal minds into the regulatory framework.

In brief:

- Duration: One-year contract positions
- Target Group: Law graduates from academic sessions 2020-21, 2021-22, and 2022-23
- Locations: Headquarters in Lucknow and Regional Office in Greater Noida
- Focus: Legal research and clerical support in real estate regulatory matters



This program serves as an excellent stepping stone for recent law graduates seeking to specialize in real estate law and regulatory compliance, offering hands-on experience in a rapidly evolving sector.

GUJARAT RERA:

Multi-disciplinary comprehensive free internship program with a 90-day immersive experience across three disciplines

Gujarat Real Estate Regulatory Authority has launched an ambitious 90-day internship program that spans across Engineering, Law, and MBA disciplines, showcasing a holistic approach to real estate regulation education. Six interns are taken for three months where two interns are drawn from Management, two from civil engineering and two from law academic programs. The interns are referred by the Department of Higher Education, Government of Gujarat. The interns are expected to undertake one individual Work Experience related project and one group (in groups of two) Special Project work. The Interns make presentations of their project work before full authority. This is a free internship and the objective is to ensure deeper understanding of RERA functioning amongst youth and contributing productively towards school to work transition.

Following is the suggestive list of projects by GujRERA from which the Interns can choose; or they can suggest in consultation with RERA officials.

ENGINEERING TRACK: TECHNICAL COMPLIANCE MASTERY	
Objective: Understanding construction standards and project approvals	
Work Experience Projects	Special Projects
• Project compliance audits and quality assurance reviews • Site inspection reporting and timeline monitoring • Digital infrastructure mapping using GIS tools • Sustainability and green building compliance evaluation	• Technical risk assessment reports • Smart construction practices research • Best practices handbook development for builders • Risk-based construction compliance model design
LEGAL TRACK: REGULATORY FRAMEWORK EXPERTISE	
Objective: Hands-on experience with legal frameworks and dispute resolution	
Work Experience Projects	Special Projects
• Case law analysis of landmark RERA judgments • Legal opinion drafting and hearing support • Regulatory compliance audits • Dispute resolution research	• Comparative study of state RERA rules • Consumer protection analysis guidebook • Compilation of precedent-setting RERA judgments • Legal awareness campaign material development
MBA TRACK: BUSINESS IMPACT ANALYSIS	
Objective: Understanding regulatory impact on business models and consumer satisfaction	
Work Experience Projects	Special Projects
• Market analysis reports on RERA's impact • Project financial compliance reviews • Stakeholder engagement planning • Business model analysis post-RERA implementation	• Business impact studies on RERA compliance • Consumer satisfaction index development • Market sentiment analysis for RERA projects • Investment risk analysis frameworks

Unique cross-functional integration

The program's innovative approach includes joint projects where students from different disciplines collaborate on comprehensive studies, including:

- RERA Impact Analysis bridging compliance and consumer trust
- 360-degree compliance dashboard development
- Affordable housing challenges and compliance studies
- Digital transformation of RERA processes

HARYANARERA (GURUGRAM):

Flexible academic support model for supporting student learning through practical exposure

Haryana RERA (Gurgaon) has adopted a more flexible approach, accommodating students during their academic breaks with month-long internship opportunities. This model specifically caters to law students from institutions like Jindal Law School and other local colleges.

Program brief:

- Duration: 1-2 months during academic breaks
- Format: Observational learning through exposure to RERA proceedings
- Outcome: Certificate of internship completion
- Philosophy: Supporting legal education without formal obligations

Professional Pathway Development

While supporting student education, Haryana RERA has also established a clear career progression model for legal professionals:

- Entry Level: Legal Executive (₹40,000 monthly)
- Advanced Level: Associate Legal Executive (₹53,000 monthly after gaining experience)

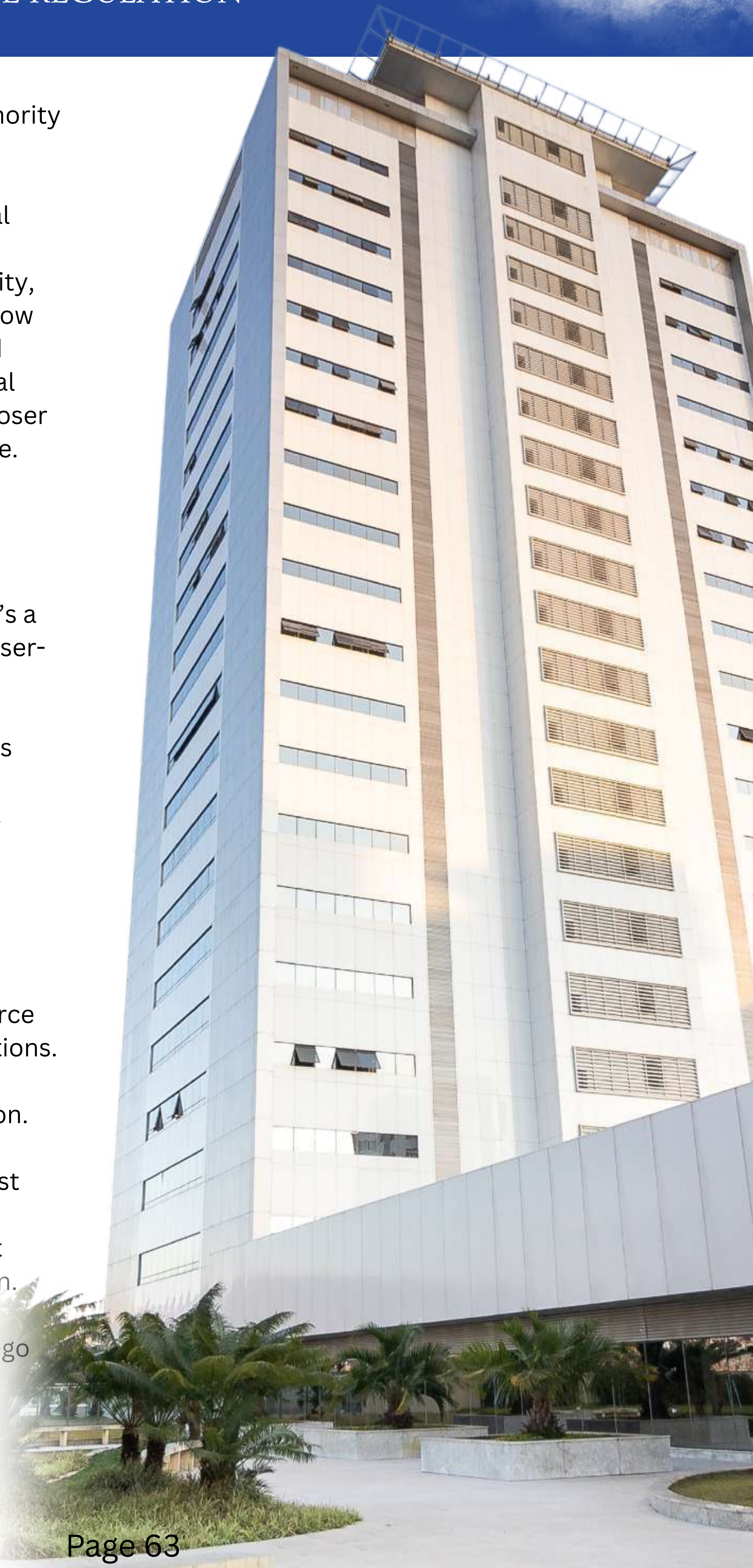
This structure provides a clear career path for those seeking to build expertise in real estate regulatory law.

These diverse internship models serve multiple objectives:

a.Practical Application: Students gain real-world experience applying theoretical knowledge.
b.Industry Exposure: Direct interaction with regulatory processes and stakeholders will lead eventually to RERA contributing to creating industry-ready professionals.
c.Skill Development: Technical, legal, and business skills tailored to real estate regulation are developed in the process.
d.Career Guidance: Clear pathways for professional development in the sector emerge.
e.Knowledge Transfer: Fresh academic perspectives are likely to contribute to enhanced ideas for improving regulatory approaches

The varying approaches—from UP RERA's focused legal recruitment to Gujarat RERA's comprehensive multi-disciplinary program and Haryana RERA's flexible support model—demonstrate that there are multiple pathways for students to engage with and contribute to the real estate regulatory ecosystem.
As India's real estate sector continues to evolve under the RERA framework, these educational initiatives will play a crucial role in ensuring that the next generation of professionals is well-equipped to maintain transparency, accountability, and consumer protection in the industry.

5.2 GUJARAT RERA UNVEILS RERA 2.0: TRANSFORMING REAL ESTATE REGULATION



The Gujarat Real Estate Regulatory Authority (GujRERA) launched its next-generation platform, RERA 2.0 in November 2023, marking a significant leap forward in real estate regulation. Designed to enhance efficiency, transparency, and accessibility, this upgraded portal is set to redefine how promoters, professionals, allottees, and government bodies interact with the real estate ecosystem in Gujarat. Here's a closer look at what RERA 2.0 brings to the table.

A modern platform for all stakeholders

RERA 2.0 is more than just an update—it's a comprehensive digital solution. With a user-friendly web portal, a mobile app, and advanced features like e-courts and analytics, it aims to streamline processes and empower everyone involved in real estate, from developers to homebuyers.

The main objectives

The portal is built on a foundation of ambitious goals:

1. Unified Information Hub: A single source for all RERA-related data and applications.
2. Data-Driven Insights: Analytics and reports to support proactive regulation.
3. Efficient Administration: An e-office system to reduce paperwork and boost transparency.
4. Swift Grievance Redressal: An e-court system for faster complaint resolution.
5. Mobile Accessibility: Geo-tagged reporting via a mobile app for on-the-go convenience.
6. System Integration: Seamless data exchange with external systems for a holistic view.

How RERA 2.0 is an improvement on RERA 1.0

Compared to its predecessor, RERA 2.0 offers significant operational upgrades:

1. Fully Online Processes: From project registration to quarterly progress reports, everything is digital.
2. Simplified Submissions: Excel-based forms with auto-calculated and pre-filled fields for accuracy and speed.
3. Enhanced Security: Mobile and email OTP-based submissions for secure transactions.
4. Visual Tracking: System-generated Gantt charts to monitor project timelines effortlessly.

1 Gantt Chart & Project schedule for systematic regulatory action

2 Means of Finance (MOF) Systemic Analysis

3 Calculation features for Form 1, 2, 3

4 Geo tagging with Mobile App for better Regulation and Correction of data.

5 Auto populated & pre filled details using PAN card and Pincode System

6 Digital flow of project application for ease of operations

RERA 2.0 delivers targeted advantages for its diverse users:

For promoters & professionals

- A centralized dashboard for managing all projects with real-time notifications.
- Single login for all actions for promoters and professionals.
- Mobile OTP and E-mail OTP based two factor authentication for submission.
- Online applications for alterations and extensions, processed digitally.
- Professional Assignments: PAN-enabled searches for engineers and Professional Membership Number enable for Architects and CAs.
- Gantt charts for simplified project oversight.

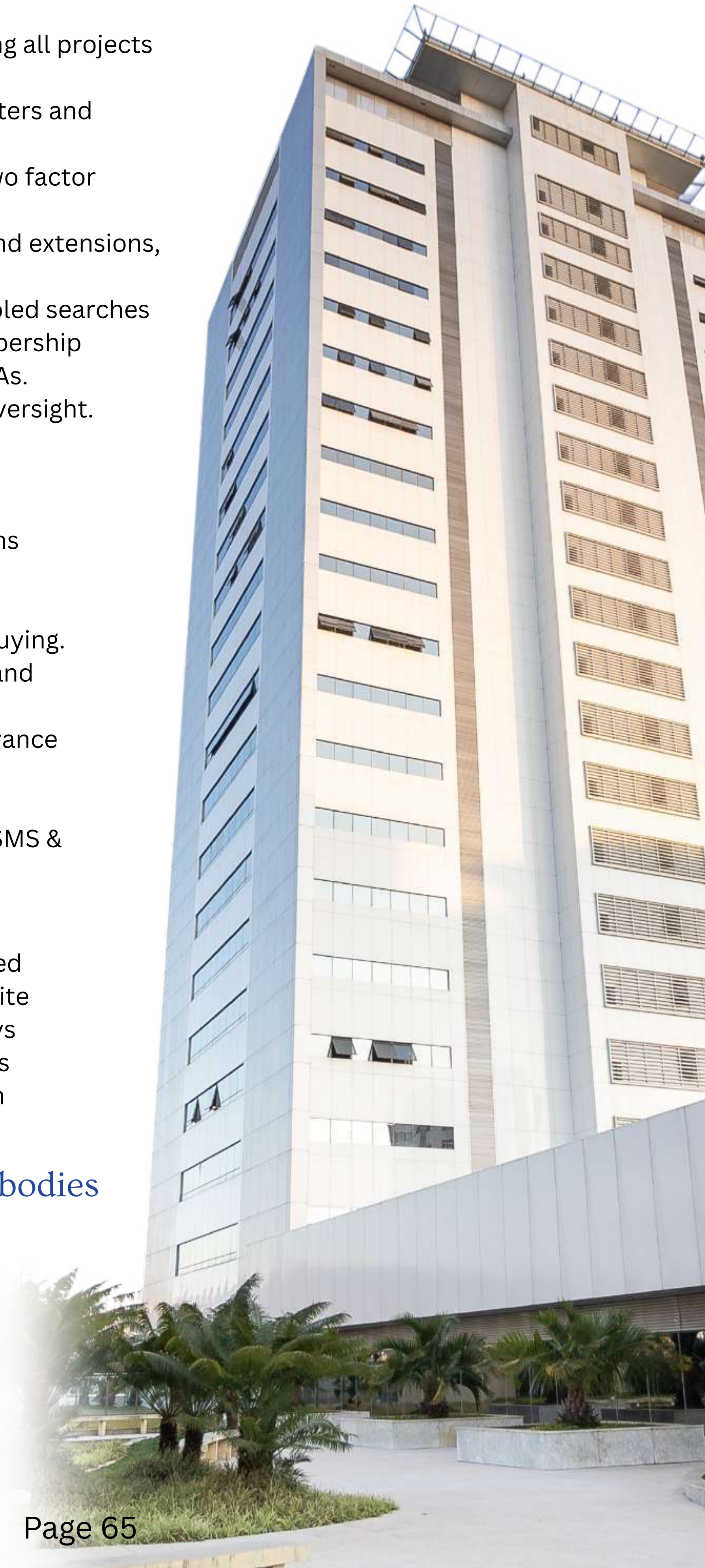
For allottees

- A citizen account to track applications and raise requests.
- Advanced property search with map views and filters for smarter home buying.
- Mobile app access for convenience and updates on the go.
- End-to-end e-court support for grievance redressal, backed by SMS and email alerts.
- Periodic notifications and alerts on SMS & email

RERA 2.0 places a strong emphasis on building trust. Allottees can view detailed project updates, including geo-tagged site progress photos, ensuring they're always in the loop about their investments. This transparency strengthens confidence in Gujarat's real estate market.

For Authority & government bodies

- Access to detailed project data (e.g., BU permissions, geo-tagged progress photos) for better decision-making.
- Parallel processing for quicker approvals.
- Analytical reports to inform regulatory strategies.
- An e-office and e-courts for a paperless, efficient workflow.

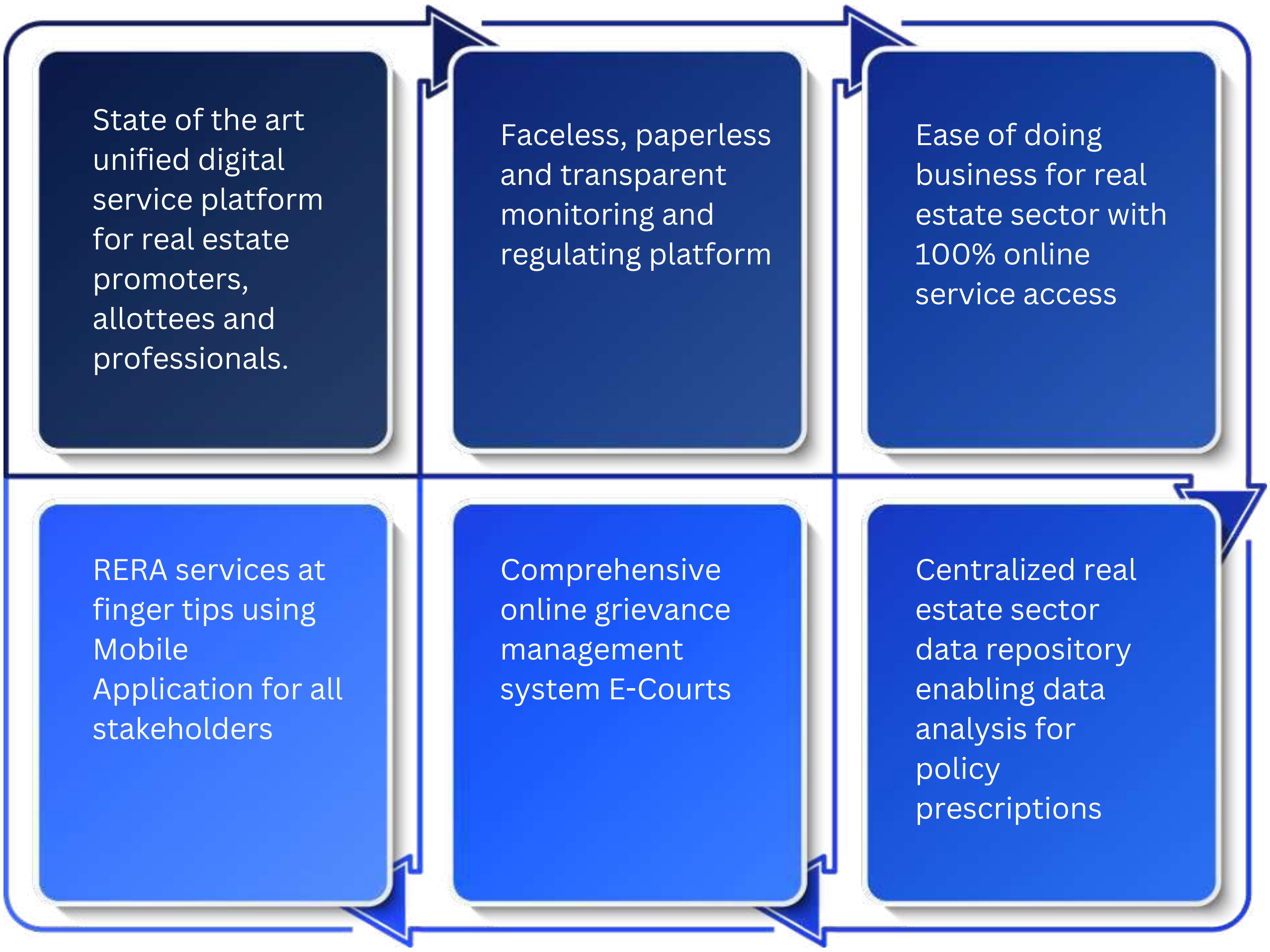


Mobile app & e-courts

The GujRERA mobile app puts the portal's power in your pocket—search properties, track applications, and receive alerts anytime, anywhere. Meanwhile, the e-court system offers a fully digital complaint resolution process, from filing to judgment, with timely notifications at every step.

Setting a new standard

Envisaged Outcomes of RERA 2.0



With RERA 2.0, Gujarat is pioneering a model for real estate regulation that balances innovation with user needs. Whether you're a promoter streamlining compliance, an allottee seeking clarity, or an authority driving policy, this portal promises a smarter, more connected future.

Explore the platform at: www.gujrera.gujarat.gov.in

5.3 UP RERA'S E-COURTS:
REDEFINING REAL ESTATE JUSTICE

The Uttar Pradesh Real Estate Regulatory Authority (UP RERA) has turned the anytime, anywhere vision into reality with its pioneering e-Courts system. Launched in February 2020, with virtual hearings kicking off in April of the same year, e-Courts has redefined how complaints are handled—making the process faster, smarter, and more accessible than ever before.

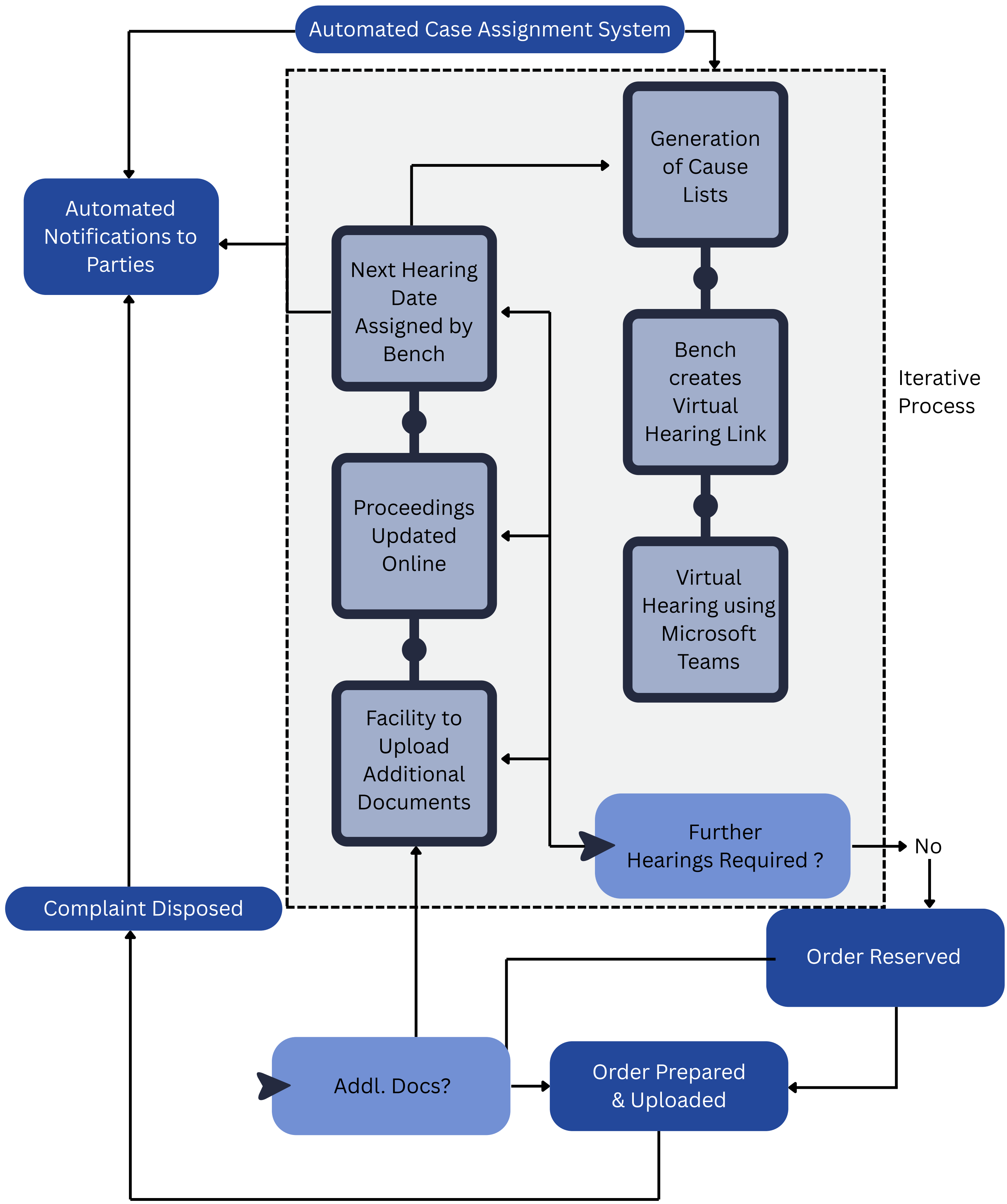
A seamless digital experience

The e-Courts system eliminates the hassle of traditional paperwork with an end-to-end paperless process making e-Courts available 24/7, breaking down geographical and time barriers. Homebuyers and developers alike can file complaints, track progress, and participate in hearings through intuitive dashboards tailored for complainants, respondents, and presiding officers.

The main objectives

Efficiency is built into the system. Complaints undergo a meticulous online evaluation to ensure completeness and authenticity before being assigned via the Automated Case Assignment System (ACAS). This smart allocation minimizes delays and ensures fairness, while automated notifications keep all parties updated at every step.

eCourts - Complaint Hearing & Orders



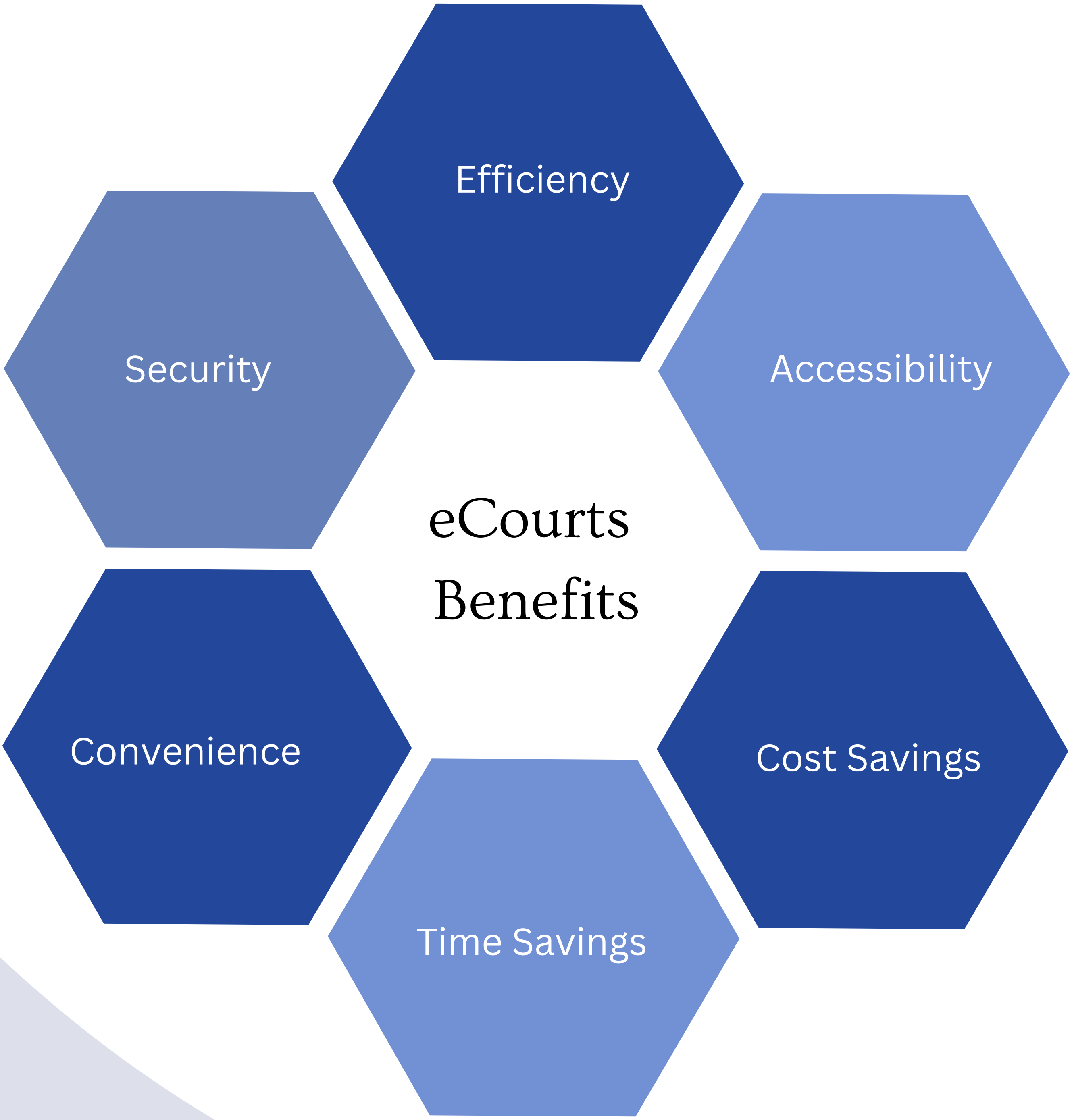
Powering justice with technology

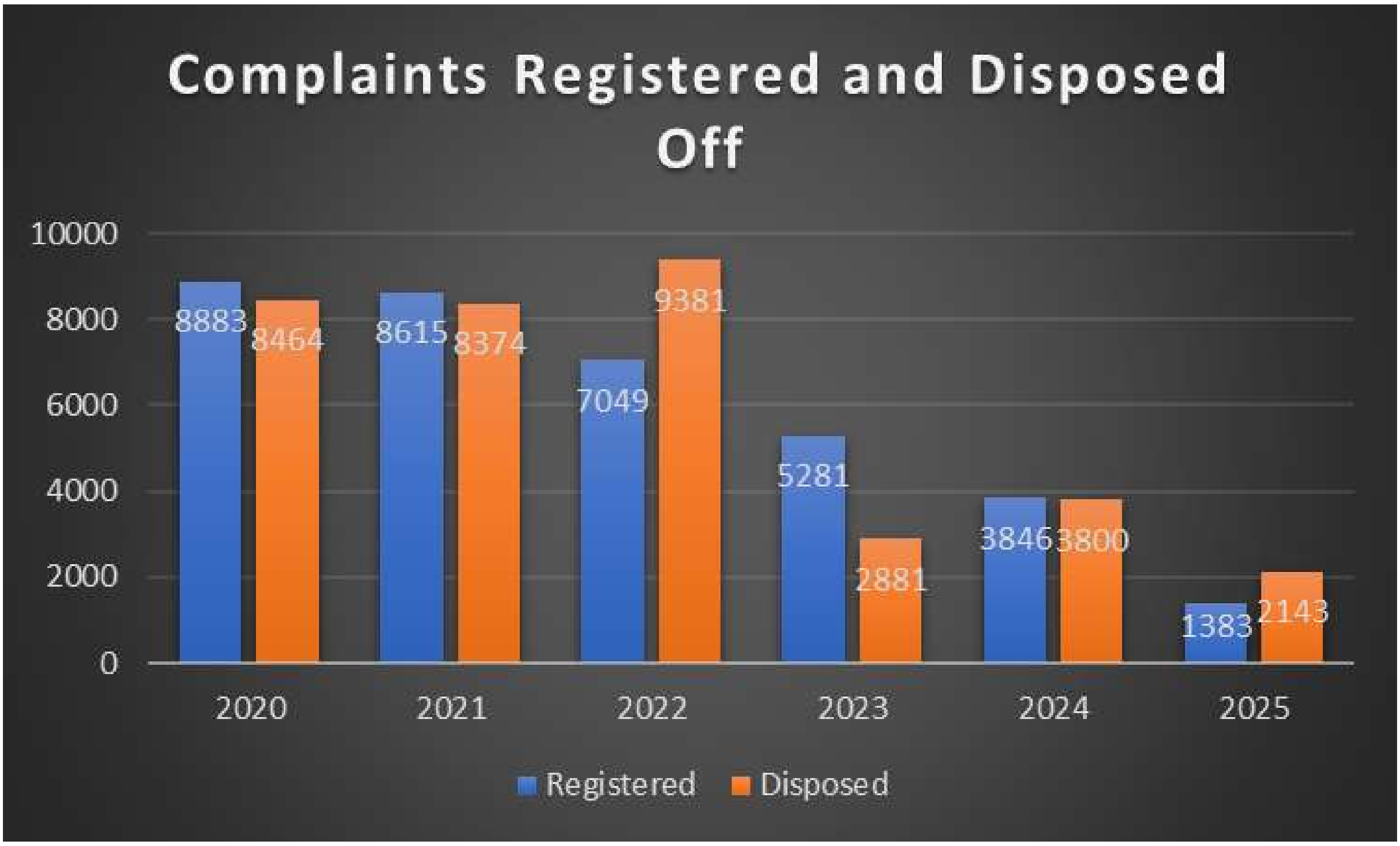
During hearings, e-Courts shines with its ability to consolidate critical information—complaint details, project statuses, and past compliance records—onto a single screen. This empowers presiding officers to make well-informed decisions swiftly. Virtual hearings, a game-changer since April 2020, have boosted participation, with attendance rates soaring from under 50% to over 90%.

The system doesn't stop at hearings. Complainants can request enforcement of orders, while respondents can update compliance statuses—all tracked transparently within the platform. The integration of question generation and bilingual speech-to-text transcription will pave the way for more efficient and streamlined functioning of RERA Smart e-Courts. It's a closed-loop solution that ensures accountability and delivers results.

Proven impact

eCourts - Benefits & Achievements





The numbers tell a compelling story:

1. Disposal rates have jumped from 650 to 860 complaints per month.
2. Hearings per day have increased from 40 to 60.
3. Time from filing to disposal has shrunk from 7-8 months to 4-5 months.
4. Fewer hearings per complaint—down from 5 to 4—mean quicker resolutions.

These gains translate into real-world benefits. A homebuyer facing a delayed project handover, for instance, can now file a complaint online, attend a virtual hearing from home, and see their case resolved in half the time it once took.

The future: AI-powered justice

UP RERA is already looking ahead. With major updates rolled out in January 2024, the authority is now exploring artificial intelligence to take e-Courts to the next level. Plans include automating order generation and developing a Smart Court system that can extract case details, generate questions for hearings, and even transcribe discussions in real-time. This forward-thinking approach promises to make justice not just efficient, but intelligent.
UP RERA's e-Courts system is more than a technological upgrade—it's a commitment to transparency, accessibility, and fairness in real estate regulation.

LINK : https://www.up-rera.in

5.4 HARYANA RERA: BUILDING TRUST THROUGH FINANCIAL ACCOUNTABILITY

The Haryana Real Estate Regulatory Authority (HARERA) is revolutionizing the state's real estate landscape by enforcing robust financial discipline and transparency. Guided by the Real Estate (Regulation and Development) Act, 2016 (RERA), HARERA is tackling pre-RERA challenges like fund diversion, delayed possession, and opaque agreements. Today, its mission is clear: protect homebuyers, ensure timely project delivery, and create a trustworthy real estate ecosystem.

A new era of financial discipline

HARERA's financial compliance framework is a game-changer for developers and buyers alike. Main provisions include:

The portal is built on a foundation of ambitious goals:

1. 70% Fund Allocation: Developers must deposit 70% of homebuyer payments into a dedicated project account, reserved exclusively for construction and land costs and no lien can be created on the same.
2. Staged Withdrawals: Funds can only be withdrawn based on project progress, certified by independent architects, engineers, and chartered accountants.
3. Equitable Penalties: Delays now cost developers interest at MCLR + 2%, matching the rate buyers pay for payment defaults.
4. Regular Oversight: Annual audits and quarterly progress reports (QPRs) ensure projects stay on track, with penalties for non-compliance.
5. Mandatory prior approval of the Authority for change and closure of RERA Bank account.

These measures curb fund misuse and keep homebuyers informed with accurate, timely updates.

Transparency in action

HARERA mandates a three-account system for developers:

1. Master Account: Collects 100% of unit consideration from buyer.
2. RERA Account: Holds 70% for project expenses, with strict controls on changes or withdrawals.
3. Free Account: Receives the remaining 30% automatically for other uses of same project.

QPRs, submitted every quarter, detail project updates, financials, and approvals—are all verified by professionals. HARERA's enforcement efforts have boosted QPR compliance from ~60% to ~93% using notices, penalties, and education to drive accountability.

Annual audits

By September 30 each year, developers must submit audited annual financial statements. HARERA reviews these for consistency with QPRs, accurate progress reporting, and adherence to withdrawal limits. Non-compliance can trigger penalties up to 5% of project costs, ensuring developers stay diligent.

HARERA isn't stopping here. Proposed enhancements include:

- Tighter Escrow Rules: To catch financial issues early.
- Emphasis on financial ratio analysis at the time of Project Registration.
- Insolvency Protections: Safeguarding buyers and creditors.
- Standardized Reporting: Uniform certificates and reports for clarity.
- Education Initiatives: Joint seminars to align developers and buyers.

These steps aim to future-proof Haryana's real estate sector, making it a model of transparency.

HARERA calls on all stakeholders to collaborate:

- Developers: Embrace compliance and maintain financial health.
- Buyers: Stay proactive—monitor projects and report issues.
- Regulators: Align guidelines with RERA for seamless enforcement.

LINK : https://haryanarera.gov.in/login/loginview

5.5 HIMACHAL PRADESH RERA INTRODUCES PROJECT PERFORMANCE GRADING SYSTEM & STANDARDIZED ALLOTMENT LETTER FORMAT

In a major move toward enhancing transparency, accountability, and trust in the real estate sector, the Himachal Pradesh Real Estate Regulatory Authority (HP RERA) has unveiled a structured Project Performance Grading System and a mandatory standardized Allotment Letter format. These initiatives aim to empower homebuyers and real estate agents with reliable information and improve the overall quality of real estate development in the state.

Project Performance Grading – A step toward informed decisions

Under Section 32(f) of the RERA Act, one of HP RERA's key mandates is to assess and grade real estate projects based on their performance. The grading helps all stakeholders evaluate project quality and timelines with clarity and confidence.

Parameters for grading:

- Project Progress (60%)
- Quarterly Progress Reports (QPR) Submission (15%)
- Complaints Management (25%)

Projects are automatically scored based on development timelines, QPR submission punctuality, and complaint resolution status.

Based on the total score, projects fall into four categories:

- Excellent (75–100)
- Good (50–75)
- Average (25–50)
- Below Average (0–25)

This system ensures continuous monitoring and encourages promoters to maintain high standards in delivery and compliance.

Standardized allotment letter for ensuring buyer protection

To further protect buyers' interests, HP RERA now requires a uniform allotment letter format for all project registrations and allotments. This initiative, effective from November 23, 2023, mandates:

This move aims to standardize communication, reduce ambiguity, and ensure allottees receive complete and transparent project information from promoters.

What this means for stakeholders:

For Homebuyers:

Better insight into project quality, timelines, and complaint handling—enabling more informed investment decisions.

For Promoters:

A clear performance benchmark that promotes accountability and improved project management.

For Agents & Regulators:

Reliable project data and a consistent framework to assess development progress and compliance.

HP RERA’s measures reflect its continued commitment to building trust and strengthening regulation in the real estate ecosystem.

[Link: www.hprera.in](www.hprera.in)

5.6 MAHARERA CRACKS DOWN ON FINANCIAL IRREGULARITIES WITH FORENSIC AUDITS AND PROACTIVE OVERSIGHT

In a bold and systematic move toward enforcing financial discipline in Maharashtra's real estate sector, the Maharashtra Real Estate Regulatory Authority (MahaRERA) has launched a multi-layered initiative to monitor and investigate suspicious real estate projects. This unprecedented campaign includes financial monitoring, forensic audits, complaint analytics, and even freezing of project RERA bank accounts to safeguard the interests of homebuyers and uphold accountability among developers.

Forensic audits for digging deeper into the books

MahaRERA has onboarded audit firm BDO to conduct forensic reviews of red-flagged projects—313 of them identified using stringent financial and operational criteria, such as:

- Actual costs incurred exceeding 75% while project completion remains below 50%
- Projects having construction timeline near to end with actual low physical progress
- Projects with over 10 unresolved complaints
- Projects undergoing insolvency proceedings
- High-value projects (top 50 by estimated cost)
- Extension- seeking project with poor performance

Major outcomes so far:

- Total 313 Show Cause Notices issued
- 165 cases closed
- 66 under review
- 9 undergoing forensic audit
- 1 major case referred to the Economic Offences Wing (EOW) due to misuse of ₹76 crore from allottees and lenders, unauthorized construction, and accounting discrepancies, non-compliance of MahaRERA banking directions.

Real-time forensic audit insights

Projects under scrutiny include those in Mumbai, Thane, Pune, and Nagpur. Promoters have been asked to submit detailed financial data, and preliminary findings include:

- Mismatches between physical and financial progress
- Missing CA certifications
- Misuse of funds from designated bank accounts
- Incomplete or unverified sales and expense data
- Incomplete details of Central & State Subsidies
- Falsification or manipulation of financial records.

Complaint analytics: Zeroing in on troubled projects

MahaRERA analyzed over 23,500 complaints across 4,500+ projects, narrowing its focus to 2,005 critical projects after eliminating closed and lower-risk cases.

Key stats:

- 54 projects with 40+ complaints totalling nearly 4,000 issues
- Project-specific notices issued where there's:
    - 30% discrepancy between financial and physical progress
    - 40% delay relative to planned timelines
- Non-compliance with designated bank account norms

Suspicious transactions and freeze orders

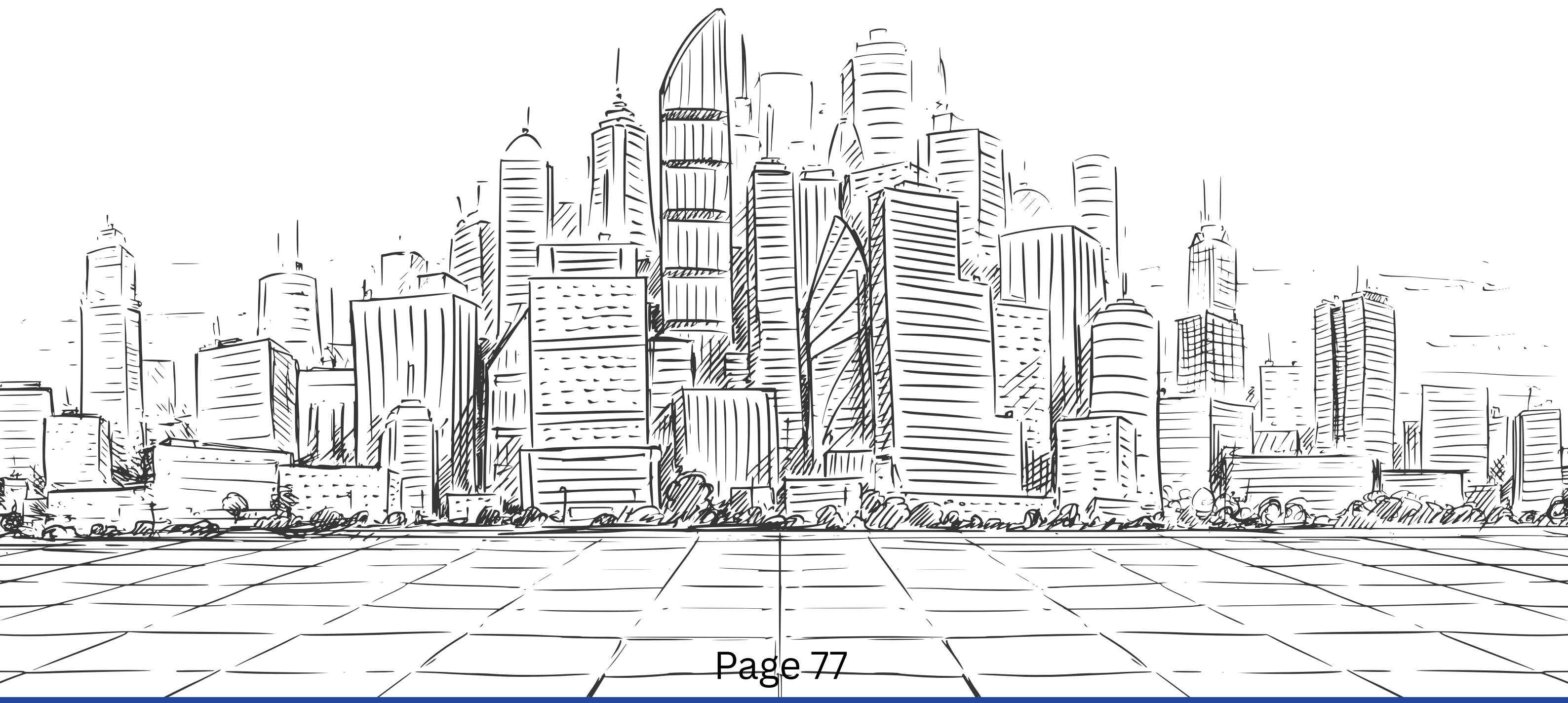
A third major arm of the crackdown involves projects failing to submit quarterly progress report containing Architect, Engineer & Chartered Accountant (CA) certificates. Between January and September 2023, MahaRERA found 363 projects in non-compliance. As a result:

- Abeyance orders were issued to 1,205 promoters
- Project RERA Bank accounts were frozen and property sales registrations halted
- Penalties were collected from 633 projects

This enforcement mechanism is now being applied regularly as a proactive compliance strategy.

MahaRERA's message is clear. Transparency, financial prudence, and timely delivery are non-negotiable. With structured forensic audits, strict monitoring, and tough penalties, MahaRERA is setting a new benchmark for regulatory governance in Indian real estate.

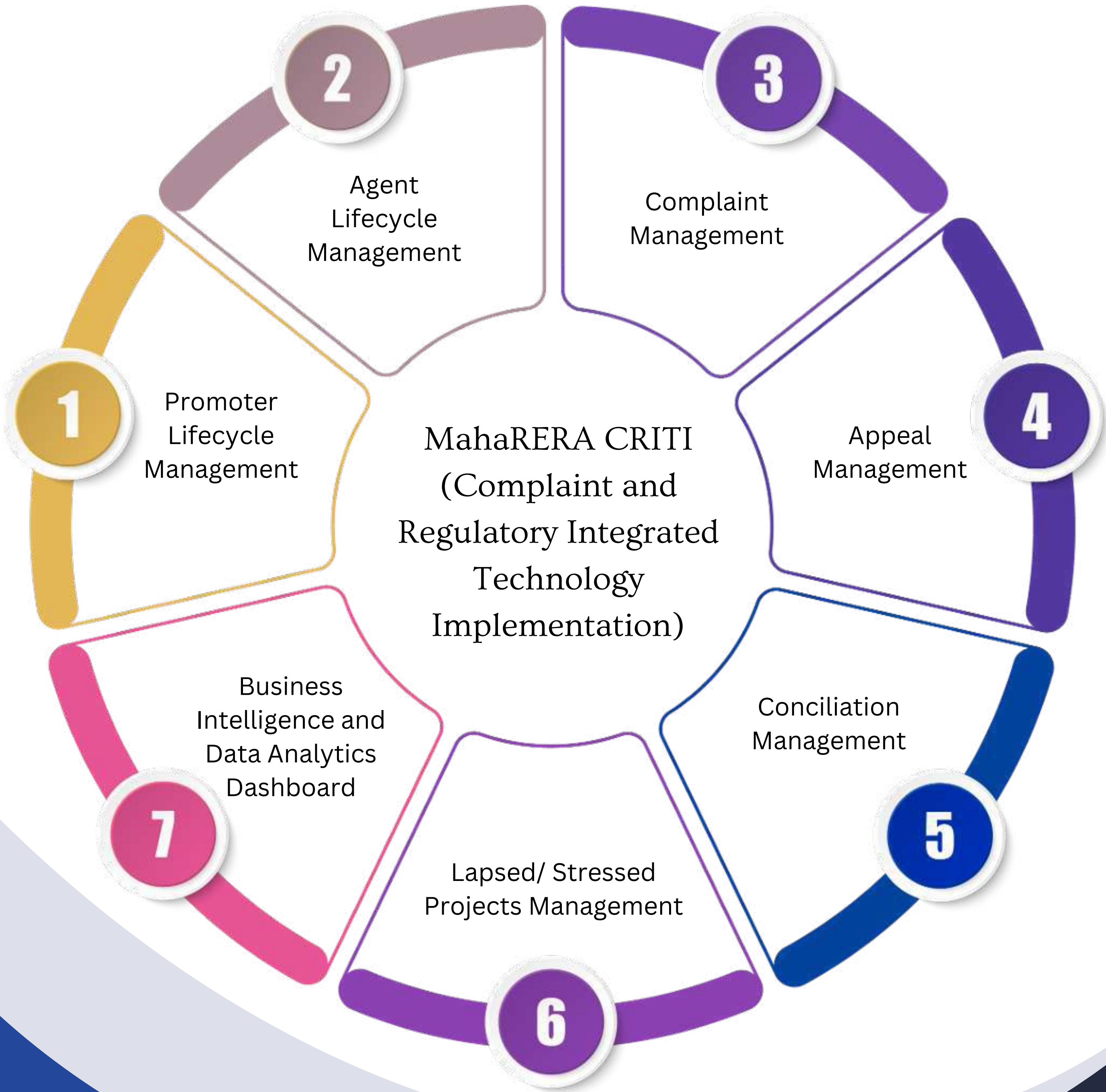
Learn more at: www.maharera.mahaonline.gov.in



5.7 MAHARERA: DIGITAL TRANSFORMATION OF REAL ESTATE GOVERNANCE

The Maharashtra Real Estate Regulatory Authority (MahaRERA) has embraced cutting-edge digital solutions. With a focus on transparency, accountability, and citizen-centric governance, MahaRERA's latest tech-driven initiative, CRITI—Complaint and Regulatory Integrated Technology Implementation—has transformed every stakeholder interaction into a streamlined, paperless, and efficient process.

MahaRERA CRITI



CRITI: A comprehensive digital ecosystem

CRITI is a robust IT backbone that digitizes the entire regulatory workflow—from project registration to complaint resolution. Here's what it offers:

Maharera CRITI
Appeals Management

Promoter lifecycle management

- End-to-end digitization of project processes including registration, corrections, extensions, deregistration, and grading
- Real-time GIS-based project views, monitoring, and dashboards for SROs
- Digitally-enabled project updates, QPR submissions, and more

Agent lifecycle management

- Online modules for agent registration, renewal, corrections, and half-yearly updates
- Training and certification workflows integrated for upskilling

Complaint management

- Comprehensive digital workflow for:
    - Filing, admission, hearing, adjournment, automated roznama and order generation
    - Online hearings and real-time tracking of roznama
    - Management of penalties, non-execution of orders, and certified copies
- Categorized handling of complaints: Registered projects, unregistered projects, and suo-motu regulatory matters

Smart automation populates project and respondent details, mandates declaration of disputed facts, and enforces section-specific complaint filings.

Appeals & conciliation

- Fully digitized appeals and conciliation processes, including submissions, hearings, and settlement agreements
- Real-time cause list generation and order execution tracking

Compliance monitoring

- Modules to ensure submission of:
  - Quarterly and Annual Progress Reports
  - Form 1, 2, 3 (Architect, Engineer, CA certifications)
  - Form 5 (Annual Accounts) and Quality Certificates.
  - Project updates on OC, conveyance, and encumbrances
- System triggers notices and penalties for non-compliance

Anytime, anywhere access

- Mobile App, Helpdesk, Chatbots, and Video Tutorials support 24/7 access
- Integration with other government platforms like MCGM and IGR, allowing officers to cross-verify project approvals, plans, and even site photos from multiple angles

QR Code mandate: Scan for trust

Since March 2023, MahaRERA introduced QR codes for every registered project. Effective August 1, 2023, it's mandatory in all marketing material, including:

- Print ads, flyers, brochures, standees
- Social media promotions
- Project websites and portals

A dedicated enforcement cell is monitoring compliance and penalizing violators for misleading ads—ensuring every scan leads to accurate project data.

MahaRERA-MCGM integration

In another pioneering move, MahaRERA is now directly integrated with MCGM records. Officers can compare:

- Development Plan (DP) remarks
- Construction photos/videos from all cardinal directions
- Submitted project documentation

This powerful cross-verification ensures authenticity of construction claims and real-time oversight.

Way forward

Through CRITI, QR transparency, and inter-departmental data integrations, MahaRERA is redefining real estate regulation in India. The Authority is building a tech-powered trust bridge between homebuyers, developers, and regulators—creating a blueprint for other states to follow.

Explore MahaRERA's digital services at: www.maharera.mahaonline.gov.in

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