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Quarterly Roundup: RERA

OCTOBER TO DECEMBER 2024

Introduction

This RERA Roundup provides insights into key judgments, orders, and circulars issued between October 2024 and December 2024, impacting the real estate sector. These decisions and notifications by the RERA Authorities offer guidance on the interpretation and application of the Real Estate (Regulation and Development) Act, 2016, for developers, buyers, and other stakeholders. This compilation intends to serve as a helpful resource for understanding recent legal trends and ensuring legal and regulatory compliance within the dynamic real estate environment.

GLOSSARY

Abbreviation	Definition
Act/RERA	Real Estate (Regulation and Development) Act, 2016
Contract Act	Indian Contract Act, 1872
GRERA	Gujarat Real Estate Regulatory Authority
HREAT	Haryana Real Estate Appellate Tribunal
HRERA	Haryana Real Estate Regulatory Authority
KRERA	Karnataka Real Estate Regulatory Authority
MahaREAT	Maharashtra Real Estate Appellate Tribunal
MahaRERA	Maharashtra Real Estate Regulatory Authority
MMC Act	Mumbai Municipal Corporation Act, 1888
MRTP Act	Maharashtra Regional and Town Planning Act, 1966
OC	Occupation Certificate
RERA Authorities	Real Estate Regulatory Authorities and Tribunals

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Important Judgments Passed by RERA Authorities

MAHARERA/ MAHAREAT

CIDCO qualifies as a "promoter" under the Act and must register under the Act

Maharashtra Chamber of Housing Industry v. City and Industrial Development Corporation of Maharashtra Limited ("CIDCO")

Overview

In this decision, the MahaREAT held that CIDCO qualifies as a "promoter" within the meaning of section 2(zk) of the Act and must register as such under section 3 of the Act for its future town development projects initiated under its schemes. Section 3 of the Act mandates prior registration of real estate projects with the concerned authority before the promoter advertises, markets, sells plots etc. in real estate projects.

While rejecting CIDCO's claim of exemption from registration on account of CIDCO being a planning authority and being governed by the provisions of MRTP Act, the MahaREAT emphasized the Act's overriding effect over the MRTP Act.

Facts

Maharashtra Chamber of Housing Industry ("**MCHI**"), a body of real estate developers had filed a complaint against CIDCO before the MahaRERA for registration of CIDCO as "promoter" under section 3 of the Act. MCHI contended that since CIDCO was involved in allotment/ disposing of land plots to members of MCHI (successful bidders) by way of tender under schemes akin to scheme no. CUC-MKTG/01-2017-2018, it qualifies as a "promoter" under the RERA and should be required to register its projects with the MahaRERA.

CIDCO contended that its role was solely to sell/ dispose of the plots by inviting tenders to prospective builders to develop the lands and it was the obligation of the successful bidders to register as "promoter" under the Act. Further, CIDCO contended that its role as a planning authority/ public authority under the MRTP Act exempted it from registration under the Act and in case of conflict between MRTP Act and the Act, provisions of MRTP Act will prevail. The MahaRERA held that disposal of land by CIDCO cannot be treated as sale and would not fall under the definition of a "real estate project" for the purposes of the Act. Consequently, an appeal and a cross-appeal were filed by CIDCO and MCHI respectively against the order passed by the MahaRERA.

Decision

The MahaREAT observed that the definition of "promoter" under section 2(zk) of the Act encompasses various entities involved in the development of real estate projects. The MahaREAT held that irrespective of CIDCO's role as a planning authority/public authority under the MRTP Act, CIDCO's activities of development for planning of land into plots/sub – plots and selling plots to members of MCHI and other real estate developers would qualify it as a "promoter" under the Act. The MahaREAT directed CIDCO to register all its ongoing scheme within 30 days and future town development schemes akin to the scheme no. CUC-MKTG/01-2017-2018 with the MahaRERA before marketing or disposing of plots. The MahaREAT further held that CIDCO had failed to demonstrate any conflict between the Act and MRTP Act, and even in case of any inconsistencies, the Act as a recent central legislation, would prevail over MRTP Act with an overriding effect.

The judgement may be viewed here.

Escalation Costs are permissible from execution of agreement until due date of possession

Chandrakant N. Shendkar and Anr. v. Shri Sati Builders and Developers with 2 other appeals[1]

[1] Sharad Bhiku Shetye v. Shri Sati Builders and Developers and Tanvi Umesh Hindalkar and Umesh Rajaram Hindalkar v. Shri Sati Builders and Developers

Overview

In this decision, the MahaREAT ruled that the notice demanding further payment from homebuyers on grounds of escalation in cost of construction, increased flat area, escalation in cost of lift are unlawful as the developer failed to substantiate the claims. Further, MahaREAT observed that it is reasonable that the escalation in costs can be allowed from the date of execution of the sale agreement until the due date of possession provided the developer substantiates the claim with documentary evidence.

Facts

The appellants had purchased flats in project named as "Mannat Towers" from the sale component of a slum rehabilitation scheme being developed by Shri Sati Builders and Developers ("**Developer**"). The appellants were promised possession between January 2011 and July 2011. However, the project experienced significant delays, and OC was obtained only in November 2019.

After obtaining the OC, the Developer demanded additional payments on the grounds of escalation of construction cost, additional cost of lifts, increased flat area and interest on delay in payment of these demands. The homebuyers contested these demands, leading to the Developer terminating the booking of the appellants flats on grounds of non-payment of demands raised by the Developer. The appellants being aggrieved, filed complaints with the MahaRERA, which directed the Developer to hand over possession of flats with interest for the delay from the dates specified in the orders till the date of occupation certificate on the amounts paid by the appellants. The MahaRERA upheld the demand of Developer for additional payments on the ground that the demands were in accordance with respective agreements for sale. This decision of the MahaRERA was appealed before the MahaREAT.

Decision

The MahaREAT held that the Developer's demands for additional payments were unlawful, as they lacked proper justification and were not supported by the terms of the agreements for sale. The MahaREAT observed that escalation clause under agreement for sale covered only building materials, and not the broader construction costs that were claimed by the Developer. The MahaREAT clarified that escalation costs are reasonable and can be allowed from the date of execution of agreements for sale till the due date of delivery of possession as stipulated in the agreements for sale, provided the developer substantiates the claims with documentary evidence. Further, no escalation costs can be allowed after the due date of possession as stipulated in the agreements for sale, as the allotees are as such not responsible for the delay in completing the project.

The judgement may be viewed here.

Failure to obtain certificate under section 270A of the MMC Act would also constitute delay and allottee is entitled to relief under section 18 of the Act

M/s. L&T Parel Projects LLP v. Shamsunder Jairamdas Bajaj

Overview

The MahaREAT held that the delay caused in obtaining an OC due to non-issuance of certificate under section 270A of MMC Act would not qualify as *force majeure* event and, thus the allottee is entitled to relief of refund under section 18 of the Act. Section 18 of the Act provides that if the promoter fails to complete or is unable to give possession of the unit in accordance with the terms of agreement for sale or by the date specified therein, then the promoter shall be liable on demand to refund the amount received with interest and compensation as may be prescribed under the Act to the allottee.

Further, section 270A of the MMC Act prohibits the occupation or use of any premises constructed or reconstructed after the enactment of the Bombay Municipal Corporation (Amendment) Act, 1953, without a certificate from the Commissioner. This certificate confirms the provision of pure water supply within or near the premises.

Facts

Shamsunder Jairamdas Bajaj ('**Shamsunder**") had booked two flats in project known as "Crescent Bay" being developed by M/s. L&T Parel Projects LLP ("**L&T Parel**"). The agreement for sale provided for

possession date of September 30, 2017, and a grace period of six months extending the deadline to March 31, 2018. L&T Parel obtained a part OC on March 15, 2018, but the building lacked a permanent water connection until August 14, 2018. The part OC itself stipulated obtaining a certificate under section 270A of the MMC Act as a condition.

L&T Parel contended that it had issued a demand/possession letter dated March 29, 2018, and had offered possession of the said flats to Shamsundar between May 1, 2018 and May 31, 2018, subject to payment of the balance dues. It was further argued that non-granting of the certificate would amount to an event of *force majeure*, which would disentitle Shamsundar from claiming any reliefs under section 18 of the Act.

Shamsundar had filed a complaint with the MahaRERA, which ordered a refund with interest and compensation in the form of liquidated damages due to the delayed possession. The order of the MahaRERA was challenged before the MahaREAT.

Decision

MahaREAT upon analysing section 270A of MMC Act, held that certificate under section 270A of the MMC Act is mandatory before occupancy of the premises. The MahaREAT affirmed the decision of MahaRERA in relation to the refund of the amount paid with interest, as L&T Parel failed to hand over possession by the agreed-upon date, including the grace period. Further, the lack of a permanent water connection justified Shamsundar's refusal to take possession. It clarified that while grace periods are permissible, extensions beyond the grace period must be justified by *force majeure* events as defined in the agreement and the Act. The delay due to the absence of a permanent water connection does not qualify as *force majeure*, thus entitling the allottee to claim reliefs under section 18 of the Act.

Additionally, the MahaREAT rejected L&T Parel's contention that the Adjudicating Officer had erroneously awarded the refund, arguing that the Adjudicating Officer lacked the authority to do so. The MahaREAT held that a person acting as both a Member and Adjudicating Officer can decide all reliefs in a single complaint, eliminating the need to segregate reliefs before issuing an order.

Regarding the specific issue of compensation, the MahaREAT made a different determination. While the MahaREAT upheld the Adjudicating Officer's power to grant refund together with interest under section 18 of the Act, it set aside the compensation awarded in form of liquidated damages. The MahaREAT clarified that merely citing the liquidated damages clause in the agreement is insufficient to justify compensation. As such, the MahaREAT rejecting the claim of pre-estimated liquidated damages held that Shamsundar failed to prove actual loss or damage suffered due to the delay and breach of contract with cogent documentary proof.

The judgement may be viewed here.

Society being the owner of land under redevelopment falls under definition of "Promoter" under the Act

M/s. New Sangeeta CHS Limited v. Kushal M Haria and others

Overview

In this decision, the MahaREAT held that a society that owns land and authorizes a developer for redevelopment falls within the definition of "promoter" under section 2(zk) of the Act. As such, the society is liable to discharge obligations of co-promoters as per the provisions of the Act. Further, the MahaREAT observed that the Society (defined below) in the present case was bound to perform the obligations arising out of agreements of sale entered into between the allotees and developer by virtue of the power of attorney given by the Society and on account of the developer being an agent of the Society under section 226 of the Contract Act.[2]

Facts

M/s. New Sangeeta Co-operative Housing Society Limited ("**Society**") entered into a redevelopment agreement in the year 2011 with M/s. Valdariya Construction ("**Valdariya**") to demolish old building and construct a new building having rehab and sale

[2] Section 226 of the Contract Act provides that contracts entered through an agent and obligations arising from acts done by an agent may be enforced in the same manner and will have the same legal consequences, as if the contracts had been entered into and the acts done by the principal in person.

component. The agreement entered into by Valdariya with the 3 allottees stipulated that Valdariya would hand over possession of new flats along with occupation certificate to homebuyers by September 30, 2017. However, a dispute arose between Valdariya and the Society leading to arbitration and eventually the Society terminated the agreement with Valdariya and took over the project for self-development. The internal conflict jeopardized the project leaving homebuyers without the promised flats.

Being aggrieved, the homebuyers filed a complaint before the MahaRERA and by its Order dated August 6, 2019, the MahaRERA directed Society to give possession after obtaining OC and imposed a penalty of INR 1.5 million for violation of section 15 of the Act. The Society filed an appeal before MahaREAT against the order passed by MahaRERA.

Decision

The MahaREAT held that the Society is a promoter as (i) land owner is covered under the definition of promoter under section 2 (zk) of the Act, and (ii) Society sought permission from arbitrator to complete the project and later applied for project registration acting as the developer. The MahaREAT further held that Society being promoter is liable to independently comply with all pending obligations of the developer under the provisions of the Act and the rules thereunder. The MahaREAT was of the view that Valdariya was an agent of the Society by virtue of the development agreement entered into between the Society and Valdariya and the power of attorney granted by the Society in favour of Valdariya, as such, Society was bound to perform the obligations arising out of agreements of sale entered into between the allotees and developer. Furthermore, the allotees can enforce their agreements for sale against the Society as subsequently the Society stepped into the shoes of erstwhile developer. However, the MahaREAT set aside the penalty imposed by the MahaRERA holding that Society as promoter was obligated to complete project and did not require consent from two-thirds of homebuyers under section 15(1) of the Act or permission from MahaRERA.

The judgement may be viewed here.

Claim of brokerage charges sought by real estate agent cannot be granted by the MahaRERA

Umesh Ramesh Jain v. Classic Promoters and Builders Private Limited

Overview

In this decision, the MahaRERA held that there is no explicit provision under the Act by way of which the registered real estate agent can claim brokerage fee along with interest and the disputes concerning brokerage fees are not maintainable.

Facts

Umesh Ramesh Jain ("**Complainant**"), a registered real estate agent under the Act, claimed that he facilitated the sale of ten flats in the project being developed by Classic Promoters and Builders Private Limited ("**Classic Promoters"**) known as "World One Solitaire World" and sought brokerage fees for facilitation of sale. The Complainant further contented that tax deducted at source ("**TDS**") for three flats had been deducted and paid into the account of Classic Promoters. Classic Promoters disputed this, claiming the Complainant only facilitated one sale and that TDS was related to a different transaction with another agent.

The Complainant argued that TDS deductions for three flats implied agreement of the bookings. The MahaRERA record showed the Complainant as a registered agent but was not listed as an agent for the specific project. There were conflicting claims regarding the number of flats sold by the Complainant and the validity of the TDS deductions. Classic Promoters had also brought up a separate complaint filed by the Complainant regarding a cancelled flat purchase, arguing it was an attempt to harass and extort money.

Decision

The MahaRERA dismissed the complaint, holding that section 34 of the Act which lays down the functions of the MahaRERA does not contain explicit provisions allowing the MahaRERA to award brokerage fees along with interest to real estate agents. The MahaRERA observed that Complainant

was at a liberty to pursue any other remedy available to him under the applicable law.

The order may be viewed here.

HARYANA RERA

Developer can charge for external development charges and infrastructure development charges if provided for under the Agreement

Mili Jain and Anr. v. M/s. Emaar India Limited

Overview

The HRERA upheld the right of M/s. Emaar India Limited ("**Emaar**") in relation to claiming charges for external development charges ("**EDC**") and infrastructure development charges ("**IDC**") from the allottees.

Facts

The allottees had booked a shop cum office plot in Emaar's project named "Emaar Business District" by paying a booking amount and pursuant thereto an agreement for sale was executed between Emaar and allotees on December 23, 2021. As part of the payments payable by the allottees to Emaar, Emaar demanded certain amounts towards EDC/IDC which the allottees had paid to Emaar. In January 2022, the complainant discovered the terms and conditions mentioned in the registration certificate issued by HRERA mentioned that Emaar was not allowed to charge EDC/IDC separately from the allottees.

Being aggrieved, the allotees filed compliant before HRERA contending that Emaar illegally charged them INR 3.47 million approx.

The Authority by its Order dated January 12, 2023 held that the builder was right in charging amounts as EDC/IDC charges from the allottees. Being aggrieved by the order passed by HRERA, the allotees filed an appeal before HREAT. The HREAT by its Order dated July 3, 2024 remitted back the complaint to HRERA for fresh consideration observing that it would be appropriate if a detailed order is passed in this regard as it is likely to affect large number of allottees/promoters.

Decision

The HRERA referred to Annexure III of the agreement for sale which outlined the total price including the EDC/IDC and any interest thereon as applicable. The HRERA observed that the agreements between Emaar and the allottees are binding except for the provisions that have been overridden by the Act itself. The HRERA held that charges to be paid under different categories shall be payable as per the terms and conditions of the agreement for sale. This is subject to the condition that these charges should align with the approved plans and permissions from relevant authorities. Furthermore, the charges should not violate any laws or regulations and must not be unreasonable and in the current case Emaar was right in charging the amounts in lieu of EDC/IDC. Hence, based on the above observations, the HRERA dismissed the complaint.

The order may be viewed here.

KARNATAKA RERA

Developer directed to pay outstanding home loan including interest associated with a flat purchase under a buyback agreement and subvention scheme

Malarselvan Tamilmani and Jayapriya Malarselvan v. Ozone Urbana Infra Developers Private Limited

Overview

In this decision, the KRERA directed Ozone Urbana Infra Developers Private Limited ("**Ozone**") to pay the outstanding home loan amount to Indiabulls Housing Finance Limited ("**IHFL**") including interest, penalties and other charges. Further, KRERA directed Ozone to release Malarselvan Tamilmani and Jayapriya Malarselvan ("**Complainants**") from all loan related liabilities associated with flat purchase under a buyback agreement and subvention scheme.

A subvention scheme in real estate is an arrangement between the developer, buyer and financial institution which helps the buyer to acquire property. In a subvention scheme, the buyer usually pays a portion of the cost upfront, and the bank pays

the loan amount to the developer to continue construction. The developer pays the pre-equated monthly instalment ("**EMI**") or interest on behalf of the buyer and after taking possession of the property, the buyer pays the balance EMIs.

Facts

The Complainants had purchased flat G-601 in the project being developed by Ozone known as "Urbana Aqua-II" under a buyback agreement with guaranteed returns for 24 (twenty four) months. A tripartite agreement was executed with IHFL for home loan under a subvention scheme where Ozone was responsible for paying the pre-EMIs according to the agreement till possession or completion of buyback period.

Ozone paid the assured profit under the buyback agreement, however Ozone failed to close the home loan, leading to loan being classified as 'non performing asset' and impacting the Complainants' credit score. Ozone had stopped paying pre-EMI to the financial institution and contended that the Complainants have to repay the home loan to IHFL. The Complainants approached KRERA seeking closure of the home loan. The Complainants had also approached the High Court of Karnataka, which directed Ozone to pay the pre-EMIs and IHFL to refrain from taking any coercive action against the Complainants.

Decision

The KRERA held that Ozone failed to adhere to the buyback and tripartite agreement regarding the closure of home loan. The KRERA directed Ozone to settle the outstanding home loan with IHFL, including interest, penalties, and other charges, and to relieve the Complainants of all loan-related responsibilities.

The judgement may be viewed here.

GUJARAT RERA

Total project area as registered must be transferred to the society

Vijayaben Kanjibhai Makadiya v. Radhe Developers

Overview

In this decision, the GRERA ordered the developers, Radhe Developers, to hand over the remaining disputed land to the association of allottees, affirming that the total project area, as registered, must be transferred. The GRERA ruled that the builder is liable to pay a penalty for violating section 17 (1) of the Act which provides for transfer of title in favour of the allotee along with the undivided proportionate title in the common areas to the association of the allottees.

Facts

The complainant, Vijayaben Kanjibhai Makadiya, being an allotee of flat in the project known as "Radhe Park" being constructed by Radhe Developers raised concerns about discrepancies in the land area allocated to the "Radhe Park" project. While the approved plan indicated a project area of 974.76 square meters, Radhe Developers had only transferred 806.27 square meters to the allottees. Additionally, the complainant contended that Radhe Developers used low-quality materials and furnishings, resulting in water leaks and damage to the flats.

Radhe Developers contended that the project land was indeed 806.27 square meters, supporting their claim with the property card. Further, Radhe Developers contended that they had sold the remaining land to two other parties and that the allottees had been compensated in cash for the damage and poor construction quality.

Decision

The GRERA rejected Radhe Developer's arguments, emphasizing that the registered project area was 974.76 square meters, and the developers were obligated to hand over the entire area to the society. The GRERA noted that Radhe Developers had obtained floor space index based on the larger

area and registered the project with GRERA accordingly. The GRERA deemed the developers' actions a violation of section 17(1) of the Act and held that Radhe Developers was liable to pay penalty under section 61 of the Act.[3]

The order may be viewed here.

[3] Section 61 of the Act provides that a builder is liable to pay a penalty which may extend upto five percent of the estimated cost of the project as determined by the authority in case of contravention of any provisions of the Act.

Important Circulars, Orders and Directions issued by MahaRERA

Approval Requirements for Internal Changes in Promoter Entity

The MahaRERA, by its circular bearing no. 24B/2024 dated October 29, 2024 issued clarifications regarding the need for approval on account of internal changes in promoter's entity due to change in the shareholdings or any conversion of promoter entity into another form of entity under any statute that do not affect the promoters' obligations and liabilities towards allottees.

Previously, Circulars no. 24/2019 and 24A/2021 stated that internal changes in shareholding or organizational structure, which do not impact promoter obligations, did not require prior approvals. However, promoters misinterpreted this to mean they could update project records without regulatory approval.

The circular clarifies that while section 15 of the Act requires prior consent from two-thirds of allottees for transferring or assigning promoter's right to third party, the requirement will not apply to such internal changes since they do not constitute a transfer of the project. The Order further clarified that submission of relevant documents to MahaRERA remains mandatory to ensure proper record maintenance and compliance.

Circular no. 24B/2024 can be accessed here.

Registration Exemptions for Real Estate Projects

The MahaRERA by its order bearing no. 62/2024 dated October 22, 2024 issued clarifications with respect to its previous orders bearing no. 25/2019, 37/2022 and 25A/2023. The above circulars were related to exemptions granted to certain real estate projects from registration under section 3(2) of the Act, specifically those with a land area up to 500 square meters or project with less than eight apartments, and those where the promoter has obtained a completion certificate before the commencement of the Act.

The MahaRERA in order to consolidate and harmonize its previous circulars, issued this order providing clarification regarding the projects excluded from registration and what constitutes commencement certificate and completion certificate.

This order clarified that the below-mentioned projects are exempt from the MahaRERA registration, and no registration certificate is required to register agreements for sale or sale deeds.

- Projects with land area up to 500 square meters regardless of the number of apartments.
- Projects with upto 8 apartments regardless of the land area.

The order further clarified that final approval of the land sub-division layout (Form D-3) or similar approval with non-agriculture permission, if applicable, shall be considered as commencement certificate. Further, certificate issued by competent authority post compliance with all conditions as prescribed in Form D-3, along with a Form 4 signed by the project architect in compliance with Regulation 3 of Maharashtra Real Estate Regulatory (General) Regulations, 2017 shall denote completion certificate for plotted real estate projects.

This Order supersedes MahaRERA Circular nos. 25/2019 dated October 11, 2019 and 25A/2023 dated June 9, 2023, as well as MahaRERA Order no. 37/2022 dated December 13, 2022.

This order has come into effect from date of its issuance.

Order no. 62/2024 can be accessed here.

Submission of Proforma of Allotment Letter and Agreement for Sale

The MahaRERA by its Order bearing no. 63/2024 dated October 22, 2024, supplemented its earlier Order no. 60/2024, which provided directions for the submission of the proforma of the allotment letter

and specified promoters' obligations to include details in certain clauses as well as in the Second Schedule of the proforma of the agreement for sale.

This Order introduces Clause 15A to the model form of agreement between promoters and allottees. The clause, originally inserted by Notification no. REA. 2018/C.R.106/RR-2, had not been incorporated into the model agreement earlier. The newly introduced Clause 15A specifies that registered real estate agents' remuneration, fees, or commissions (including taxes) shall be paid by the promoter, allottee, or both as per the agreed terms.

The Order has been made effective from September 3, 2024.

Order no. 63/2024 can be accessed here.

Amendment in Self-Regulatory Organization Order

The MahaRERA, by its Order bearing no. 10A/2024 dated December 27, 2024 amended its previous Order bearing no. 10/2024 dated October 11, 2019 with regards to the criteria for registering Self-Regulatory Organizations ("**SROs**") in the real estate sector in Maharashtra. This amendment modifies the eligibility criteria for SROs concerning the number of MahaRERA registered projects required for membership. This order specifically states that SROs with members from the Mumbai Metropolitan Region must have at least 500 MahaRERA registered projects, while SROs with all members from outside the Mumbai Metropolitan Region must have at least 200 MahaRERA registered projects. Additionally, the existing Form 'A' for application or renewal of SRO registration is replaced with a new form enclosed with the order. The order aims to facilitate and promote the real estate sector by acknowledging the differences in development activities between the Mumbai Metropolitan Region and the rest of Maharashtra. This order is effective from the date of its issuance.

Order no. 10A/2024 can be accessed here.

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