

## RERA Dossier (Quarterly Update: January 2021 - March 2021)

The introduction of the Real Estate (Regulation and Development) Act, 2016 (“**Act**”) was one of the most significant steps towards regulating the otherwise unregulated real estate sector. With the introduction of the Act, the real estate sector also witnessed the establishment of real estate regulatory authorities across states. Initially, it was contemplated that the real estate regulatory authorities would simpliciter deal with issues between developers and allottees pertaining to handing over the possession of the units. However, with time, the provisions of the Act evolved and the real estate regulatory authorities across states dealt with complex issues arising out of developer-allottee relationship. The stands taken by various real estate regulatory authorities are dynamic and it becomes essential to stay abreast with the important judicial precedents.

This dossier intends to capture and compile the relevant judgments/orders passed during the last quarter i.e. January 2021 to March 2021 by the Maharashtra Real Estate Regulatory Authority (“**MahaRERA**”), the Maharashtra Real Estate Appellate Tribunal (“**MahaREAT**”), Real Estate Regulatory Authority for NCT of Delhi (“**Delhi RERA**”), Haryana Real Estate Regulatory Authority (“**HRERA**”) and Haryana Real Estate Appellate Tribunal (“**HRERA Appellate Tribunal**”). The dossier gives a flavour of divergent views taken by Authorities located in different states, making it extremely important to be mindful of the location of the Project one is involved in.

Sr. No.	Complaint No/ Appeal No.	Parties	Jurisdiction	Summary
1.	CC0010000000 23143 and Ors.	Samyak Lalwani v/s. M/s. Yashodhan Associates	MahaRERA	<ul style="list-style-type: none"> <li>• In the instant case, the allottees had approached MahaRERA since the developer handed over the possession of the flats without obtaining the completion certificate.</li> <li>• The MahaRERA, <i>inter alia</i>, observed that the developer contravened the provisions of the Real Estate (Regulation and Development) Act, 2016 (“<b>Act</b>”) since it handed over the possession of the flats without obtaining the completion certificate.</li> <li>• MahaRERA <i>inter alia</i> directed the developer to pay an amount of INR 5,000/- per month to the allottees in the event it failed to obtain the completion certificate within a period of 2 months.</li> </ul>

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2.	CC0050000000 53980 and Ors.	Yatheshth Upadhyay and Ors. v/s. Keshavleela Properties	MahaRERA	<ul style="list-style-type: none"> <li>• The developer failed to handover the possession of the flats to the allottees in accordance with the agreement for sale.</li> <li>• The developer contended that the said delay was on account of multiple factors including change in the inclusion of the village where the project was situated in the Pune Municipal Corporation which resulted in change in the statutory authority. Further, the developer also contended that the project was delayed on account of demonetisation and imposition of the goods and services tax.</li> <li>• MahaRERA rejected the reasons cited by the developer and held that the same are not covered under the <i>force majeure</i> clause. However, since the project was nearing completion, MahaRERA held that payment of interest to the allottees for delayed possession would jeopardize the completion of the project. Hence MahaRERA held that the developer was at liberty to set-off the interest amounts against the outstanding dues payable by the allottees, at the time of possession.</li> </ul>
3.	CC0050000000 53944	Rahul Roy Sharma and Anr. v/s. M/s. Ganga Acropolis	MahaRERA	<ul style="list-style-type: none"> <li>• MahaRERA held that the reasons cited by the developer that the possession was delayed on account of Covid-19 does not justify the delay.</li> <li>• In the instant case, the developer had agreed to handover the possession by December 2019, however, it failed to do so. During the hearing, the developer contended that it failed to obtain the occupancy certificate on account of the Covid-19 pandemic.</li> <li>• MahaRERA observed that Covid-19 pandemic occurred in March 2020 i.e., after the agreed date of possession. It was the duty of the developer to obtain the occupancy certificate and the allottees are not responsible for the same.</li> </ul>

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				<p>Further, MahaRERA also observed that if the project was being delayed, the developer should have informed the allottees, however, the same was not done.</p> <p>In view thereof, the developer was not permitted to take the aforesaid defence and was ordered to pay compensation to the allottees in accordance with the Act.</p>
4.	CC0050000000 23262	Purushottam Laxman Ganwir and Anr. v/s. Marvel Signma Homes Private Limited	MahaRERA	<ul style="list-style-type: none"> <li>• In the instant case, the developer had agreed to handover the possession of the flat by 31<sup>st</sup> March 2016. Since the developer obtained the occupancy certificate in June 2020, the allottee approached the MahaRERA claiming compensation on account of delayed possession.</li> <li>• The developer contended that the provisions of Section 18 of the Act (<i>Return of Amount and Compensation</i>) will not be applicable since the project has been completed in June 2020 and the complaint was filed after that.</li> <li>• Rejecting the contentions of the developer, MahaRERA observed that the relation of the allottee and that of the developer is still existing. MahaRERA held that Section 18 of the Act clearly provides that the right to claim interest on investment accrues to the allottee when the developer fails to complete the project at the agreed date and only because the project has been completed it does not mean that the rights accrued to the allottees is defeated upon completion of the project.</li> </ul> <p>MahaRERA directed the developer to pay interest to the allottees in accordance with the provisions of the Act.</p>

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5.	CC0050000000 054186	Navnath Arvind Dabhade v/s. M/s. Kalki Developers	MahaRERA	<ul style="list-style-type: none"> <li>• In the instant case, the developer had agreed to handover certain amenities to the allottee under the agreement for sale, however, the developer failed to hand over the same.</li> <li>• The developer and the allottee had also executed a memorandum of understanding (“<b>MOU</b>”), which the developer breached.</li> <li>• The allottee also claimed an amount of INR 97,500 towards rent for 13 months which was agreed between the parties.</li> <li>• The developer contended that the allottee had waived its right to claim future compensation under the MOU. The developer further stated that it had paid compensation to the allottee from 1<sup>st</sup> June 2017 to 31<sup>st</sup> December 2018.</li> <li>• MahaRERA observed that there is a difference between an MOU and a contract. MahaRERA held that agreement which turns into a contract is enforceable whereas MOU cannot be enforced. Monetary claims on MOU cannot be enforced. MahaRERA directed the developer to provide all amenities to the allottee.</li> </ul>
6.	CC0050000000 53924	Ravindra Kadam v/s. M/s. Sai Nirmitee Promoters and Builders	MahaRERA	<ul style="list-style-type: none"> <li>• MahaRERA penalised a developer for an amount of INR 2,00,000/- on account of failure on part of the developer to disclose pending litigation in relation to the project land.</li> <li>• The allottee had sought for the cancellation of the registration of the project on the grounds that the developer contravened the provisions of the Act.</li> <li>• However, considering the fact that the project was completed and that the allottee failed to produce any cogent evidence to show that the developer has violated any of the terms and conditions as set out in</li> </ul>

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				Section 7 of the Act, MahaRERA rejected the prayer of the allottee and instead, penalised the developer.
7.	CC0050000000 53851	Sandeep Sahjirao Gaikwad v/s. M/s. Akashdeep Constructions Private Limited	MahaRERA	<ul style="list-style-type: none"> <li>• In the instant case, the complaint was filed on behalf of the co-operative housing society, seeking revocation of the registration granted to the developer.</li> <li>• It was contended on behalf of the complainants that the developer was granted development rights to complete the development within 36 months. The developer had failed to upload details of pending litigation. Further, the developer had uploaded details of a deceased person, who had died before the Act came into force, as “contact person” and the complainant contended that this was a fraudulent practice adopted by the developer and hence the complainant <i>inter alia</i> prayed for revocation of registration of the project.</li> <li>• The developer contended that the complainant was not an allottee and hence the complaint was not maintainable.</li> <li>• MahaRERA held that the complainant failed to establish any kind of unfair trade practice and hence MahaRERA did not revoke the registration of the project. However, MahaRERA directed the developer to upload the details pertaining to the pending litigation and update the details of the “contact person”.</li> </ul>
8.	CC0050000000 53856 and Ors.	Aum Gul Keswani and Ors. v/s. M/s. Godrej Properties Limited and 4 Ors.	MahaRERA	<ul style="list-style-type: none"> <li>• The representative of the developer had represented that home loan facilities would be provided to the allottees. However, due to old age of one of the allottees, the loan sanction was cancelled.</li> <li>• Further, the developer cancelled the agreement for sale executed between the parties since no payment was made by the allottees.</li> <li>• Accordingly, the allottees approached MahaRERA <i>inter alia</i> praying for refund of the amount paid by them and contended that the</li> </ul>

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				<p>developer failed to provide them with home loan facility. The allottees also prayed that their money should be transferred in another project of the developer.</p> <ul style="list-style-type: none"> <li>• MahaRERA observed that the allottees failed to submit any documentary evidence which exhibits misrepresentation on part of the developer. Further, the date of possession had also not lapsed. MahaRERA further held that it is the responsibility of the allottees to obtain the home loan and the developer is not responsible for the same. With respect to the transfer of money in another project, MahaRERA held that there is no provision under the Act to grant such relief and the complaint was dismissed.</li> </ul>
9.	CC0060000001 10831 and Ors.	Kailash Kantharia v/s. Ramesh Govani and Anr.	MahaRERA	<ul style="list-style-type: none"> <li>• MahaRERA held that shortage of sand due to restriction imposed by statutory authorities, arrest of directors, demonetization etc. will not qualify as <i>force majeure</i> events and observed that developers, having sound knowledge in real estate sectors, are bound to be fully aware of the market risks when they launched the projects and committed date of possession to the allottees.</li> <li>• Further, the allottees had contended that the project was being developed jointly and the developers had issued the allotment letters jointly.</li> <li>• However, the developers executed a cancellation deed wherein one of the developers took over the liabilities of another developer.</li> <li>• Accordingly, MahaRERA ordered the remaining developer to handover the possession of the flats to the allottees and also directed it to pay interest in accordance with the Act.</li> </ul>

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10.	CC0060000000 90040	Nayna Avnish Joshi v/s. M/s. Nirmal Lifestyle	MahaRERA	<ul style="list-style-type: none"> <li>• The developer executed an agreement for sale with the allottee in 2005, however, the developer did not mention the date of possession in the agreement for sale.</li> <li>• MahaRERA observed that even when the Act came into force, the developer did not take steps to rectify the defect.</li> </ul> <p>MahaRERA held that in the absence of date of possession, the developer is liable to handover possession of the flat within reasonable time in accordance with the judgment of the Hon'ble Supreme Court of India in <i>Fortune Infrastructure v/s. Trivor D'lima</i> and accordingly, the developer was liable to handover the flat by March 2008.</p> <p>Since the allottee claimed interest from December 2017, MahaRERA directed the developer to pay interest to the allottee from December 2017 for delayed possession till the developer handed over the possession of the flat to the allottee.</p>
11.	CC0060000001 10843	Neetu Tejsinghani v/s. M/s. Prakash Estates	MahaRERA	<ul style="list-style-type: none"> <li>• In the instant case, the allottee had filed the complaint seeking compensation for delayed possession and a direction to the developer to execute an agreement for sale.</li> <li>• The allotment letter issued to the allottee did not set out the date of possession. However, the allottee relied on an agreement for sale executed by the developer with another allottee.</li> <li>• MahaRERA observed that a similar agreement would have been executed in the instant case and hence considered the date of possession under the agreement for sale executed between the developer and another allottee.</li> </ul> <p>MahaRERA directed the developer to execute the agreement for sale and pay compensation to the allottee in accordance with the Act for</p>

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				the delayed possession basis the date of possession mentioned in the agreement for sale executed between the developer and another allottee.
12.	CC0060000001 41025	Sadiq Zahir Hussain Shaikh v/s. Vijay Associates (Wadhwa) Constructions Private Limited and Ors.	MahaRERA	<ul style="list-style-type: none"> <li>• The allottee had sought a direction from MahaRERA for execution of agreement for sale and payment for compensation for delayed possession.</li> <li>• The project was taken over by another developer. The concerned flat was purchased by the allottee from the original allottee. It was the grievance of the allottee that the developer had increased the consideration for the flat.</li> <li>• MahaRERA held that it does not have jurisdiction over the said issue and the parties had to abide by the terms and conditions of the allotment letter. MahaRERA directed the parties to execute an agreement for sale since the allottee had paid substantial amount of the consideration.</li> </ul>
13.	CC0060000001 71721	Rajesh Balkrishna Chaphekar v/s. Arun Bhoomi Corporation and Anr.	MahaRERA	<ul style="list-style-type: none"> <li>• In the instant case, the developer and the landowner had executed a joint development agreement.</li> <li>• The allottee had booked a shop and was issued a receipt by the landowner. On account of disputes between the developer and landowner, the developer took over the project in 2015.</li> <li>• The allottee filed a complaint seeking direction to the developer to execute the agreement for sale.</li> <li>• MahaRERA observed that there was no allotment letter on record. Further, the allottee had claimed that pursuant to Section 15 of the Act, since the developer had taken over the project, the developer was also responsible for the liabilities of the landowner. MahaRERA</li> </ul>



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				<p>observed that there was no privity of contract between the developer and the allottee since the allottee had made payment for the shop to the landowner and not in the joint account of the developer and the landowner.</p> <p>Further, MahaRERA also held that provisions of Section 15 cannot be applied retrospectively and hence the developer was not held responsible for the liabilities of the landowner. Accordingly, MahaRERA dismissed the complaint.</p>
14.	CC0060000001 92121	Babu Bhaskaran v/s. Tejas Shah	MahaRERA	<ul style="list-style-type: none"> <li>• In the instant case, the redevelopment of the project was being jointly undertaken by the respondent developer and another developer. The respondent developer sold the flat to the allottee under a tri-partite agreement to which the other developer was also a party. The tri-partite agreement stated that in the event the respondent developer failed to handover the possession of the flat to the allottee the other developer will not be liable to refund the amount or pay compensation to the allottee.</li> <li>• The respondent developer contended that delay in construction was on account of the other developer and hence he should not be made liable to pay compensation to the allottee on account of delayed possession.</li> <li>• However, MahaRERA held that in light of the provisions of the tri-partite agreement, the respondent developer cannot shift its liability on the other developer and <i>inter alia</i> directed the respondent developer to pay compensation to the allottee.</li> </ul>
15.	CC0060000001 92458 and Ors.	Gauri Thatte v/s. Nirmal Developers and Ors.	MahaRERA	<ul style="list-style-type: none"> <li>• Recently, MahaRERA had to <i>inter alia</i> adjudicate on the issue whether the development manager having exclusive right to sell the units of the project will be classified as a “promoter” under the Act.</li> </ul>

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				<ul style="list-style-type: none"> <li>• MahaRERA, referring to the definition of “promoter” under the Act, observed that the following persons shall qualify as “promoter” under the Act:               <ul style="list-style-type: none"> <li>a) the person who constructs or converts the building into apartment or develops a plot to sell; and</li> <li>b) the person who sells the apartment or plots.</li> </ul> </li> </ul> <p>MahaRERA further observed that as per the definition of “promoter” under the Act, when a person who sells the apartment is different than the one who constructs it, then both of them shall be deemed to be promoters and shall be jointly liable as such for the functions and responsibilities under the Act and the rules and regulations made thereunder.</p> <p>Accordingly, MahaRERA held that the development manager in the instant case was a “promoter” under the Act.</p>
16.	AT00600000003 1705	Nisar Properties Private Limited v/s. Mr. Chandraprakash Mangilal Parmar and Anr.	MahaREAT	<ul style="list-style-type: none"> <li>• MahaREAT held that in case of controversy with regards to implications of terms and conditions stipulated in an agreement for sale, the adjudicating authority is required to only interpret the same.</li> <li>• The authority does not have power to amend, reform or improve upon any terms of an agreement for sale which lies entirely with the parties to the agreement for sale.</li> <li>• Accordingly, where an agreement for sale did not include the date of possession and the allottees were aware about the reasons for delay in completing the project, MahaREAT refused to pass an order directing the parties to incorporate a specific date in the agreement for sale.</li> </ul>

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17.	AT00600000003 1761	Shailesh Jagannath Padave and Anr. v/s. Nirmal Developers	MahaREAT	<ul style="list-style-type: none"> <li>• The allottees had withdrawn from the project prior to the enforcement of the Act.</li> <li>• The allottees had approached MahaRERA for refund of the amounts paid by them along with interest, however, MahaRERA held that since the allottees had withdrawn from the project prior to the Act coming into force, the complaint was not maintainable.</li> <li>• MahaREAT was <i>inter alia</i> faced with the question whether the allottees were entitled to refund of the amounts paid by them along with interest under the Act? MahaREAT decided in the affirmative and held that the request for cancellation of booking remained to be acted upon by the developer and hence the same survived even after the Act became effective.</li> </ul>
18.	6052 of 2019	HARERA, Gurugram v/s. M/s Mahira Buildtech Private Limited	HRERA	<ul style="list-style-type: none"> <li>• The developer had given advertisement for sale of units in a project and highlighted that the project is approved by HRERA. The developer had applied to HRERA for the registration certificate. However, the same was not granted to the developer at the time of publishing the advertisement.</li> <li>• The HRERA held that because the registration certificate was granted by the authority within a week after the advertisement was published, they will take a softer view towards the developer. Accordingly, HRERA imposed a penalty of INR 10 lakhs only for advertisement of a project as being RERA approved when the registration certificate had not been granted.</li> </ul>
19.	6520 of 2019.	Sukirti Gupta v/s. Tata Housing Development Company Limited	HRERA	<ul style="list-style-type: none"> <li>• In the instant case, the developer failed to deliver the possession of the unit to the allottee even after providing an extension of time which</li> </ul>

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				<p>led to the withdrawal of the allottee from the developer's project and seeking refund of the deposited amount.</p> <ul style="list-style-type: none"> <li>The developer contended that due to certain force majeure events such as restrictions on the use of underground water for construction activities, installation of sewerage plant, de-mobilization of labour from the site, shortage of sand, heavy rainfall, ban on construction activities and demonetisation etc., it was difficult to complete the project.</li> <li>The HRERA held that installation of sewerage plant, de-mobilization of labour from the site, shortage of sand, heavy rainfall, ban on construction activities and demonetisation etc. will not qualify as force majeure events.</li> </ul> <p>The HRERA further held that if the developer fails to deliver the possession of the unit on the agreed date, then the allottee is entitled to withdraw from the project and claim the refund of the amount deposited towards the unit.</p> <p>HRERA directed the developer to pay compensation and refund the amount deposited by the allottee along with interest.</p>
20.	911 of 2019	Dr. Anurag Bansal & Dr. Meetu Bansal. v/s. M/s. Supertech Limited	HRERA	<ul style="list-style-type: none"> <li>The developer delayed in handing over the possession of the unit to the allottees on agreed time. The developer contended that the delay in granting the possession of the unit was due to factors like downfall in the real estate market, demonetisation and enforcement of GST regulations.</li> <li>The HRERA held that downfall in the real estate market, demonetisation and enforcement of GST regulations will not qualify as force majeure events and are not sufficient reasons to extend the time period for completion of the project.</li> </ul>

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				<p>Further, the HRERA held that no report has been submitted by the developer in relation to the progress of the project and in such a case, the allottees cannot be made to wait for the delivery of the unit indefinitely.</p> <p>Accordingly, HRERA directed the developer to pay compensation to the allottees for delayed possession and refund of the amount deposited by them along with interest.</p>
21.	6816 of 2019	Avenue Promoters & Developers Private Limited. v/s. M/s Emmar MGF Land Limited	HRERA	<ul style="list-style-type: none"> <li>• The allottee had booked a residential unit in developer's project and subsequently a builders buyer agreement was executed between the parties in relation to the unit. Pursuant to the builders buyer agreement, the allottee deposited the amount with the developer till March 2014. Thereafter, due to financial constraints, the allottee was unable to deposit the balance amount with the developer. Consequently, the allottee requested the developer for withdrawal from the project and refund of the money deposited by him.</li> <li>• The developer refused to refund the amount to the allottee as there was no exit clause in the builder buyer agreement.</li> <li>• HRERA held that such unilateral agreements in favour of the developers are not enforceable. HRERA directed the developer to refund the amount deposited by the allottee after deducting 10% being the earnest money from the total sale consideration of the unit.</li> </ul>
22.	3565 of 2020	Vijay Singh & Sushila Devi v/s. M/s. Re vital Reality Private Limited	HRERA	<ul style="list-style-type: none"> <li>• The HRERA was faced with an issue whether the allottees are entitled to withdraw from the project before the due date of delivery of possession of the unit.</li> <li>• In the instant case, the allottees had booked a flat in the developer's project and deposited certain amount towards the consideration of the unit till March 2020. Thereafter, the allottees requested to withdraw</li> </ul>

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				<p>from the project and refund of the deposited amount, but the developer refused to do the same.</p> <ul style="list-style-type: none"> <li>• The developer contended that the project is in the advanced stage and if the allottees are allowed to withdraw from the project, it will hamper its progress.</li> <li>• The HRERA held that as per Affordable Housing Policy 2013 of the state of Haryana and the terms and conditions of the builders buyer agreement, the developer cannot compel the allottees to continue with the project. It is evident from the Affordable Housing Policy 2013 of the state of Haryana and the terms and conditions of the builders buyer agreement, that the allottees are entitled to withdraw from the project.</li> </ul> <p>HRERA directed the developer to refund the deposited amount to the allottees after deducting the earnest money.</p>
23.	79 of 2020	Amit Gupta v/s. Athena Infrastructure Ltd.	HRERA Appellate Tribunal	<ul style="list-style-type: none"> <li>• In the instant case, the HRERA Appellate Tribunal was faced with an issue if the allottee has a right to claim interest on delayed possession when the conveyance deed has already been executed.</li> <li>• HRERA Appellate Tribunal held that the allottee will not lose his right to claim interest for delayed possession merely on the ground that the conveyance deed had already been executed. This is because the execution of the conveyance deed cannot extinguish the cause of action which had already accrued to the allottee due to delay in delivery of possession.</li> </ul>
24.	19 of 2019	Astrum Value Homes Private Limited & Stanza Developers & Infrastructure Private	HRERA Appellate Tribunal	<ul style="list-style-type: none"> <li>• The developer had agreed to deliver the possession of the unit within 30 months from the date of the builders buyer agreement (“<b>said Agreement</b>”). The developer failed to deliver the possession of the</li> </ul>

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		Limited v/s. Narendra Singh Maan & Ors		<p>unit in agreed time. Therefore, the allottees sought for refund of the amount deposited by them along with interest.</p> <ul style="list-style-type: none"> <li>• The developer contended that the possession of the apartment was supposed to be handed over within 30 months from the date of the said Agreement subject to force majeure conditions and timely payment of instalments.</li> <li>• The said Agreement stipulated for payment of delayed compensation at a specified rate, however, HRERA awarded the rate of interest at a higher rate than prescribed.</li> </ul> <p>While upholding the decision of HRERA in this regard, the HRERA Appellate Tribunal held that the terms of the said Agreement are one sided, unfair and unreasonable which constitute unfair trade practice on the part of the developer, and these discriminatory terms and conditions of the said Agreement will not be final and binding. Furthermore, in case of delayed possession, the said Agreement also contained a clause stating that the allottees would be bound to pay all taxes etc. levied or leviable in future on the unit. The HRERA Appellate Tribunal held that if there is any increase in the tax liability after the deemed date of possession, the developer shall be responsible to bear the increased tax liability.</p>
25.	272 of 2019	Mrs. Manju Arya v/s. M/s. TDI Infrastructure Limited	HRERA Appellate Tribunal	<ul style="list-style-type: none"> <li>• In the instant case, the developer had delayed in delivering the possession of the plot.</li> <li>• The developer contended that there was no specific date of delivery of possession mentioned in the allotment letter. Therefore, it cannot be stated that any delay has been caused in the delivery of possession of the plot by the developer. The developer further contended that a conveyance deed has already been executed</li> </ul>

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				<p>between the parties. Therefore, the allottee cannot claim compensation in case of delay in delivering the possession of the plot.</p> <ul style="list-style-type: none"> <li>• HRERA Appellate Tribunal held that that the execution and registration of the conveyance deed will not absolve the developer of the liability which had accrued before the execution and registration of the conveyance deed.</li> </ul> <p>HRERA Appellate Tribunal further held that even though no agreement for sale was entered into between the parties wherein the date of delivery of possession has been stipulated, the developer cannot indefinitely defer the delivery of possession after receiving the substantial sale price. The developer is duty bound to deliver the possession within reasonable time.</p>
26.	61/2019	Amit Kumar Gupta v/s. Parsvnath Developers Limited.	Delhi RERA	<ul style="list-style-type: none"> <li>• The complainant had deposited certain amount with the developer as voluntary deposit towards booking of a flat in a real estate project.</li> <li>• The developer failed to commence the construction work of the project as the allotment of project land was cancelled by the railways. Therefore, the complainant sought for refund of the principal amount deposited by him along with the interest.</li> <li>• The developer contended that the present complaint is not maintainable as the complainant is not an allottee as per the provisions of the Real Estate (Regulation and Development) Act, 2016 (“<b>the Act</b>”). Delhi RERA held that any aggrieved person can file a complaint as per the provisions of the Act and there is no requirement for such a person to necessarily be an allottee.</li> </ul> <p>Accordingly, Delhi RERA directed the developer to refund the money deposited by the complainant along with interest.</p>



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27.	36/2019	Anushruti v/s. Bhagwati Co-operative Group Housing Society Limited.	Delhi RERA	<ul style="list-style-type: none"> <li>• At the time of booking the flat, it was assured to the allottee that all the approvals pertaining to the project has been obtained and flat will be delivered in March 2019. The allottee contended that after payment of the deposits towards the flat, the respondent society issued a circular disclosing for the first time that a notice has been received by the airport authority of India (“AAI”) to reduce the heights of the towers in respondent society.</li> <li>• The Delhi RERA held that the provisions of the Act cast an obligation upon the promoters to act in a transparent manner. While allotting the flat to the allottee and at the time of publishing the advertisement in relation to the project, the respondent society was aware that it will have to reduce the height of the towers and consequently revise the sanctioned plans. However, the respondent society failed to disclose such information with the allottee. Accordingly, the Delhi RERA directed the respondent society to refund the amount deposited by the allottee.</li> </ul>
28.	22/2020	Nalini Bali and Ors. v/s. Kamp Developers Private Limited	Delhi RERA	<ul style="list-style-type: none"> <li>• The allottee had booked a flat in the developer’s project by signing the Expression of Interest (“EOI”).</li> <li>• The allottee contended that the developer did not commence the construction on the project site even after 3 years from signing of the EOI. Therefore, the allottee filed a complaint to seek refund of the amount deposited by her with the developer.</li> <li>• The developer contended that the complaint should be dismissed because the authority has no jurisdiction to entertain the complaint on the ground that as per the terms of the EOI, in case of any dispute between the developer and the allottee, it should be settled by arbitration only.</li> </ul>

Sr. No.	Complaint No/ Appeal No.	Parties	Jurisdiction	Summary
				<ul style="list-style-type: none"> <li>The Delhi RERA held that the entire EOI is one sided and favours the developer. At the time of signing the EOI, the allottee has no option to alter the terms of EOI. In such cases, the allottees are well within their rights to seek remedy available under the Act or the Consumer Protection Act.</li> </ul> <p>Further, the Delhi RERA directed the developer to refund the amount deposited by the allottee along with 9.3% interest per annum.</p>

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