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Periodic Roundup: RERA

APRIL TO SEPTEMBER 2025

Introduction

This RERA Issue provides insights into key judgments, orders, and circulars issued between April 2025 and September 2025, 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

Term	Meaning
Act/RERA	Real Estate (Regulation and Development) Act, 2016
Contract Act	Indian Contract Act, 1872
Goa RERA	Goa Real Estate Regulatory Authority
KRERA	Karnataka Real Estate Regulatory Authority
MahaREAT	Maharashtra Real Estate Appellate Tribunal
MahaRERA	Maharashtra Real Estate Regulatory Authority
MahaRERA Rules	Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on Website) Rules, 2017
OC	Occupation Certificate
RERA Authorities/Authority	Real Estate Regulatory Authorities and Tribunals
TNRERA	Tamil Nadu Real Estate Regulatory Authority

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Important Judgments Passed by RERA Authorities

MAHARERA/ MAHAREAT

Continued occupation after fit-out possession bars relief for delay under Section 18 of RERA

Kavita Ajay Patole v. M/s. Mohid Constructions Company

Overview

In this case, the MahaRERA held that an allottee who continues to occupy a unit after being granted fit-out possession cannot claim relief under Section 18 of the Act.

Facts

The complainant, Kavita Ajay Patole, purchased flat no. 1502 in the project known as 'Swiz Heights' situated at Andheri (West), Mumbai, developed by M/s. Mohid Constructions Company ("**Mohid Constructions**"). The agreement for sale was executed on December 31, 2020 for a total consideration of INR 10 million inclusive of taxes and charges, with possession stipulated on or before June 30, 2021.

The allottee claimed to have paid the entire amount of INR 10.05 million inclusive of TDS and GST by February 2023 but alleged that Mohid Constructions failed to deliver possession with an OC despite repeated assurances. Somewhere in March 2023, Mohid Constructions offered fit-out possession for interior work, which the allottee accepted. The allottee later alleged substandard workmanship, incomplete amenities, and non-functional lifts, seeking possession with an OC, interest for delayed possession from July 1, 2021 till October 31, 2023, and compensation of INR 1 million for hardship and litigation.

Mohid Constructions contended that the allottee was already in fit-out possession since March 15, 2023 and had been residing in the flat, thereby extinguishing any cause of action under Section 18 of the Act.

Decision

The MahaRERA observed that the project had not yet received an OC, and that the agreement for sale required possession by June 30, 2021. The MahaRERA found that Mohid Constructions had granted fit-out possession to the allottee on March 15, 2023, and that she had continued to occupy the flat thereafter without surrendering possession.

Referring to MahaREAT rulings in ***Palava Lakeside*** *(Appeal No. 4T006000000021407 & 21408)*, the MahaRERA reiterated that while fit-out possession is not equivalent to legal possession, continued occupation by an allottee bars claims for interest or compensation for delay under Section 18 of the Act. Since the allottee remained in possession and failed to return the premises, no cause of action subsisted.

Accordingly, the complaint was dismissed, with no order as to cost.

The judgement may be viewed here.

The promoter is not liable for claims based on oral assurances that contradict the written agreement

Mohammed Hussain Hanif Solanki v. Macrotech Developers Limited

Overview

In this decision, the MahaRERA held that the specific terms of the registered agreement for sale, which granted the promoter, sole discretion in parking allocation and contained a waiver of the allottee's right to object, were binding. It further ruled that without a demonstrated breach of the Act itself, it lacked jurisdiction to modify contractual arrangements mutually agreed upon by the parties.

Facts

Mohammed Hussain Hanif Solanki, an allottee in the project 'Lodha Patel Estate' situated in Jogeshwari (West), Mumbai was developed by Macrotech Developers Limited ("**Macrotech**"). The allottee had

booked a flat in tower B of the project and executed a registered agreement for sale dated April 2, 2018. He accepted possession of the flat and two designated parking spaces i.e. B2024A and B2024B on June 10, 2022, by signing a handover letter confirming no outstanding grievances. He later filed a complaint with the MahaRERA, alleging that a sales representative had orally promised him two separate parking spaces and that the allocated front-and-back parking was inconvenient. Macrotech contended that the allocation was as per the contract, which the allottee had voluntarily accepted, and that no spare parking was available for reallocation.

Decision

The MahaRERA ruled in favor of the promoter and dismissed the complaint. The MahaRERA emphasized that the written agreement for sale, specifically clause 1.12 read with clause 8.1, clearly stated that the allocation of parking spaces was at the 'sole discretion' of the promoter and that the allottee waived any right to object. It held that oral representations could not override the explicit terms of a registered written contract. Furthermore, the MahaRERA found that the allottee had not demonstrated any breach of a specific provision of the Act. Consequently, it concluded that the dispute was purely contractual and fell outside its jurisdiction to intervene or modify the agreed-upon terms.

The judgement may be viewed here.

New developer appointed by the SRA recognized as a promoter under RERA, while the terminated/erstwhile promoter continues to bear liabilities toward existing allottees

M/s Charmee Enterprises (Existing Promoter) v. 7 Fireflies Production LLP (Incoming Promoter)

Overview

In this decision, the MahaRERA clarified how Section 15 of the Act applies in Slum Rehabilitation Authority ("**SRA**") projects. The ruling explained that Section 15 of the Act, which requires consent from two-thirds of allottees and approval from the Authority, only applies when a promoter voluntarily transfers a project. It does not apply when the SRA terminates a promoter for default and appoints a new developer.

Facts

M/s. Charmee Enterprises, the erstwhile promoter of project 'A and O Florante', was appointed for redevelopment under SRA Scheme but was terminated by SRA on January 20, 2023, due to failure to implement the scheme, breach of LOI terms, non-payment of rent to slum dwellers, and inordinate delay. The Om Shree SRA Co-operative Housing Society Limited appointed the incoming promoter, 7 Fireflies Production LLP ("**7 Fireflies**"), which was confirmed by SRA by a revised letter of intent dated March 13, 2024 as the new developer. 7 Fireflies applied for a fresh project registration under Section 3 of the Act for the same land. A key issue which was raised was regarding the status of 46 allottees who had booked flats with the erstwhile promoter. 7 Fireflies contended that it was not liable for the obligations owed to these 46 allottees, as its appointment was not a transfer under Section 15 of the Act but a fresh appointment by the SRA.

Decision

The MahaRERA ruled that the change of promoter in this case was not a voluntary transfer under Section 15 of the Act, but a compulsory termination and fresh appointment by the SRA and Om Shree SRA Co-operative Housing Society Limited. Consequently, 7 Fireflies was not required to take over the liabilities of the erstwhile promoter. 7 Fireflies was recognized as the new promoter under the Act, allowing it to apply for a fresh registration to undertake the project. However, to protect the interests of the existing allottees, the MahaRERA directed that the original project registration of the existing promoter be kept in abeyance. This measure ensures that the erstwhile promoter remains under the MahaRERA's regulatory purview and was still obligated to fulfill its commitments to the allottees, including settling their claims related to bookings in the project. Further, the existing allottees were at liberty to approach the MahaRERA for non-compliance issues. 7 Fireflies was directed to open a new designated bank account and comply with all other standard registration requirements for its new project and existing promoter was directed not to market, book, or sell any apartments.

While the order deals with the settlement of claims of 46 allottees who had booked units with the erstwhile promoter, it does not clarify the position or status of the units booked by such allottees.

The order may be viewed here.

Booking form to qualify as an allotment letter and the MahaRERA Order on cancellation charges is binding on promoters

Jayshree Eknath Patil v. Dosti Enterprises- Dosti West County Dosti Tulip

Overview

In this decision, the MahaRERA reinforced the binding nature of its circulars on all promoters. The MahaRERA held that a booking form, irrespective of its title, constitutes an allotment letter, making the MahaRERA Order No. 35/2022 ("**Order 35**") applicable. The Order 35 states that cancellation charges, override any contractual clause in a booking form that allows for the forfeiture of the entire booking amount. The MahaRERA directed the promoter to refund the amount paid by the allottee, deducting only 1% of the total cost as stipulated by the Order 35 for cancellations occurring between 16 to 30 days, along with interest for the delay in refund.

Facts

Jayshree Eknath Patil booked a flat in the project known as Dosti West County - Dosti Tulip situated in Thane being developed by Dosti Enterprises by a booking form. The allottee submitted that she had booked the flat under marketing pressure and urgency created by the Dosti Enterprise sales team, citing a midnight deadline for price hike and stamp duty waiver. The allottee cancelled the booking within 20 (twenty) days by email dated October 16, 2023. However, Dosti Enterprise refused to refund the amount, citing a clause in the booking form and a separate letter signed by the allotee that explicitly stated the deposit was 'non-refundable' and would be forfeited entirely upon cancellation. Accordingly, the allotee filed a complaint seeking a refund, contending that the clause in booking form was illegal under provisions of RERA.

Decision

The MahaRERA held that as per Order 35, the booking form though not termed as the allotment letter, serves the same purpose and therefore, the cancellation charges were strictly governed by Order 35. It stated the Dosti Enterprise's 100% (hundred percent) forfeiture clause was contrary to the Order 35. As the cancellation occurred within 20 (twenty) days of the booking, the maximum permissible deduction was limited to 1% of the total cost of the unit. The MahaRERA directed Dosti Enterprises to refund the amount paid by allottee along with interest at the rate prescribed under Rule 18 of the Maharashtra Rules, from December 1, 2023, until realization, within 60 (sixty) days from the date of the order.

The order may be viewed here.

RERA jurisdiction limited to allottees of sale component in hybrid redevelopment projects – no relief for members from rehabilitation component

Juhu Ankur CHS Limited v. KDI Holdings Private Limited

Overview

In this decision, the MahaREAT clarified the jurisdiction of RERA concerning hybrid redevelopment projects i.e. project comprising of rehabilitation component and free sale component. The MahaREAT held that the Act applies only to the 'sale component' of such projects. Consequently, allottees who have purchased flats from the sale component by executing agreements for sale are entitled to relief under Section 14(3) of the Act for structural defects. However, members who received flats as part of the rehabilitation component under a development agreement are not 'allottees' under the Act and cannot enforce their rights through the Act. Thus, their remedies lie in civil court or arbitration as per the terms of the development agreement. The MahaREAT granted interim relief only for the sale component allottees, directing the promoter to rectify defects in their flats.

Facts

Juhu Ankur Co-operative Housing Society Limited ("**Ankur CHS**"**)**, situated in Juhu, Mumbai, filed a complaint with the MahaRERA against the promoter, KDI Holdings Private Limited ("**KDI Holdings**"), concerning a hybrid redevelopment project. Ankur CHS, comprising members from both the rehabilitation and sale components, reported multiple structural defects, including water seepage and failure of firefighting systems, supported by an architect's report. Ankur CHS sought penalties and compensation for repair costs against KDI Holdings. The MahaRERA dismissed the complaint, ruling that it lacked jurisdiction over disputes arising from a development agreement governing the rehabilitation component. Ankur CHS appealed this decision to the MahaREAT.

Decision

The MahaREAT upheld the MahaRERA's order but provided a crucial clarification. It affirmed that the Act's scope is limited to protecting the interests of consumers in sale transactions. Therefore, members of the rehabilitation component are not "allottees" under the Act and must seek redress for defects through the dispute resolution mechanism i.e. arbitration, outlined in their development agreement. However, the MahaREAT recognized that Ankur CHS also represented allottees from the sale component, who are entitled to the protections of the Act. Consequently, the MahaREAT granted partial interim relief, directing the KDI Holdings to rectify the defects specified in the joint inspection report dated March 21, 2022 submitted by Architect, Dalal Joshi and Associates, for the flats of the sold as sale component to the allottees, in accordance with Section 14(3) of the Act, within four weeks. The matter is pending for final hearing.

The order may be viewed here.

Failure to disclose co-developer constitutes violation under Section 4(2)(a) of RERA

Sheetal Ajit Thakkar & Another v. Shree Samruddhi Developers & Others

Overview

The MahaREAT emphasized that both the promoter and co-developer are jointly and severally liable to allottees under the Act and observed that failure to disclose the name of the co-developer at the time of project registration, amounts to a violation of Section 4(2)(a) of the Act.

Facts

The appellants, Sheetal Ajit Thakkar and another, had booked two flats (nos. 901 and 1402) in a project known as 'Aishwarya Height' located at Kurla, Mumbai Suburban developed by Shree Samruddhi Developers ("**Shree Samruddhi**"). Shree Samruddhi failed to execute the agreements for sale and instead terminated the transactions in 2017. Accordingly, the allotee and one another filed complaint before the MahaRERA, which were dismissed.

Being aggrieved by the order of the MahaRERA, allottees filed an appeal before the MahaREAT. During the pendency of the dispute, Shree Samruddhi sold the subject flats to third parties. Sheetal Ajit Thakkar and another subsequently, discovered that three flats bearing nos. 2104, 2204, and 2206, remained unsold. According, allottees filed Miscellaneous Application before the MahaREAT and requested the MahaREAT to restrain Shree Samruddhi from creating third-party rights in those units. Shree Samruddhi argued that about 30 flats, including these unsold units, had been transferred to a co-developer in 2022, who was not a party to the complaint or appeal, and hence, no order could be passed against them.

Decision

The MahaREAT rejected the contention of Shree Samruddhi and held that the project was ongoing at the commencement of the Act, and upon registration with the MahaRERA, Shree Samruddhi was required under Section 4(2)(a) of the Act to disclose the name

of the co-developer/co-promoter, which it failed to do. This omission constituted a clear breach of statutory obligations. The MahaREAT further held that both Shree Samruddhi and co-developer are jointly and severally liable for obligations toward allottees, and hence, both are bound by the MREAT directions.

Accordingly, the MahaREAT restrained Shree Samruddhi and co-developer from creating any third-party interest in the unsold flats nos. 2104, 2204, and 2206 until the final disposal of the appeal. The matter is pending adjudication.

The judgement may be viewed here.

Allotee entitled to refund in case of deficit in the area of unit

Nemichand Babulal Sanghvi v. Harmesh Charandas Arora & Others

Overview

In this decision, the MahaRERA allowed the application for restoration of complaint filed by the allottee and held that the promoters were liable to refund the money received by them towards the area in deficit of what was promised in the agreement for sale.

Facts

The complainant, Nemichand Babulal Sanghvi, had booked one office unit no. G-01 in the project known as '1 Aerocity' located at Sakinaka, Andheri. The complainant entered into an agreement for sale dated November 5, 2015, with the developers Harmesh, Anil, and Ajay Arora for an office unit no. G-01 admeasuring 4,580 square feet carpet area for a total consideration of INR 54.1 million. The full amount was paid, which was partly adjusted against a sum owed by the developers and partly paid to Saraswat Bank to release the mortgage on the above unit. The promoters handed over the possession to the complainant on September 24, 2022 and upon obtaining possession, the complainant discovered that the actual carpet area was smaller than agreed. The private survey conducted by complainant through an architect indicated that area of the unit was 3,400 square feet carpet area, the developer's own report showed an area of 3,501 square feet carpet area, and the municipal approved plan reflected the area as 2,975.81 square feet carpet area, confirming a shortfall of about 1,604 square feet. The parties had executed consent terms dated February 4, 2022 before the MahaRERA Conciliation Forum, agreeing to jointly measure the unit and refund the value of any deficit area. Since the developers did not comply with these terms, the complainant filed a restoration application seeking appropriate reliefs under the provisions of RERA. The respondents contended that the application was barred by law of limitation and the MahaRERA had passed an order on August 3, 2022 on the basis of consent terms mutually agreed between the parties. Further, the respondents contended that the complainants failed to appear for measurements and that the area mentioned in the agreement referred to built-up area, not carpet area.

Held

The MahaRERA held that the promoters had violated Section 18(3) of the RERA by failing to deliver possession of the premises in accordance with the agreement and by providing a lesser area than what was promised. The MahaRERA noted that the possession letter was accepted '*without prejudice*', allowing the complainant to claim the deficit and observed that the complainant had paid consideration and taxes for the full agreed area but received a smaller unit, causing financial loss. The MahaRERA allowed the application and directed the promoters to refund the amount proportionate to the deficit area within 30 (thirty) days from the date of the order. The MahaRERA further transferred the case to the Adjudicating Officer under Section 71 of RERA for computation and determination of compensation.

The order may be viewed here.

Promoter cannot deduct cancellation charges in absence of the provision under the contract

Rani Manohar Nagpal & Others v. Mayuresh Jayaprakash Raut

Overview

In this decision, the MahaREAT observed that there is no express provision in RERA which shows that the promoter is entitled to forfeit as cancellation charge out of the booking amount or any other amount of certain quantum in the event of cancellation of booking by either party. The MahaREAT held that forfeiture or deduction of any cancellation charges is not permissible unless explicitly mentioned in the contract and directed the promoter to refund the entire amount paid by the complainants along with interest at the rate prescribed under RERA.

Facts

The complainants booked two shops in the project known as 'Green City – Marigold' situated at Birwadi, Palghar by executing a memorandum of understanding on December 7, 2019 ("**MoU**") and paying a total of INR 0.5 million. A dispute arose when the promoter failed to issue allotment letters, allegedly due to the complainants' refusal to pay a 30% (thirty percent) cash component of the consideration, which they considered an illegal condition. Consequently, the complainants cancelled the booking on January 7, 2020 and requested a full refund. The promoter withheld INR 0.05 million as cancellation charges and provided post-dated cheques for the balance, which were subsequently dishonored due to 'stop-payment' instructions. After receiving only INR 0.2 million of their money back, the complainants filed a complaint with the MahaRERA, which, on August 3, 2021, ordered the promoter to refund the outstanding INR 0.3 million. The complainants then appealed the MahaRERA order to the MahaREAT, seeking interest on the delayed refund and compensation. During the pendency of the appeal, the promoter refunded a further INR 0.275 million. The appellant, therefore, sought the remaining principal of INR 0.025 million along with interest, which the promoter contested by arguing that the complainants were investors and not genuine allottees under the Act.

Decision

The MahaREAT rejected the contentions of the promoter and held that issuance of booking receipts and acknowledgement of payments by the promoter was sufficient to establish the appellants status as "allottees" under Section 2(d) of RERA.

The MahaREAT observed that forfeiture or deduction of any cancellation charges is not permissible unless explicitly mentioned in the contract. Since the MoU did not contain any clause allowing such forfeiture, the promoter could not retain any portion of the amount paid. Relying on the judgment of *Satish Batra. v. Sudhir Rawal (2013) 1 SCC 345*, the MahaREAT reiterated that forfeiture of earnest money must be supported by contractual terms and that in their absence, the entire consideration must be refunded. The MahaREAT directed the promoter to refund INR 0.025 million with interest at the rate of SBI's highest MCLR and 2% from the date of payment till realization.

The judgement may be viewed here.

GOA RERA

Promoter must refund misused corpus fund to society along with interest

Raj Aguiar Enclave Cooperative Housing Society Limited v. Raj Housing Development Private Limited

Overview

In this decision, the Goa RERA held that the promoter, Raj Housing Development Private Limited ("**Raj Housing**"), was required to refund the entire corpus fund collected from the allottees of the project known as 'Raj Aguiar Enclave' to the complainant, Cooperative Housing Society. The Goa RERA found that the promoter had misused and retained the corpus fund without authorization, failing to provide any proof of expenditure or obtain consent from the flat owners. Additionally, the promoter was directed to pay interest on the refunded amount at the rate prescribed under Rule 18 of the Goa Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on Websites)

Rules, 2017, from the date the complaint was filed until full recovery.

Facts

Raj Aguiar Enclave Cooperative Housing Society Limited ("**Raj Aguiar CHS**") filed a complaint under Section 31 of the Act against the promoter, Raj Housing. Raj Aguiar CHS alleged that the Raj Housing had collected a corpus fund of approximately INR 1.70 million from 22 flat owners but failed to transfer it to the Raj Aguiar CHS after its formation. Instead, the promoter reportedly used the funds for routine expenses, such as society formation and miscellaneous costs, which had already been separately charged to the allottees. The complainant also raised concerns about structural defects and sought a refund for a badminton court and soak pit. Raj Housing argued that the complaint was not maintainable, barred by limitation, and that the use of the corpus fund for maintenance was legitimate, with monthly accounts reportedly shared with the Raj Aguiar CHS's chairman.

Decision

The Goa RERA ruled in favor of the complainant on the primary issue concerning the corpus fund. The Goa RERA clarified that a corpus fund is a dedicated reserve meant for major repairs and infrastructure improvements, not for routine expenses. The promoter's audited accounts showed no expenditures from the corpus fund, and no bills or vouchers were provided to substantiate its use. Since separate charges had already been collected for society formation and maintenance, the Goa RERA Authority held that the misuse of the corpus fund was unauthorized, malafide, and constituted an unfair trade practice. Accordingly, Raj Housing was directed to refund the entire corpus fund of approximately INR 1.70 million, with interest at 11.10% (eleven-point ten percent) per annum. The Goa RERA, however, dismissed the Raj Aguiar CHS's other claims regarding structural defects and additional refunds due to lack of supporting evidence.

The order may be viewed here.

KARNATAKA HIGH COURT

Karnataka High Court quashes KRERA Circular on retrospective delay fees on promoters for belated submission of quarterly updates and annual audit statements

Sharada Achar and Others v. State of Karnataka and KRERA

Overview

The Karnataka High Court examined the legality of a circular dated September 3, 2020 issued by the KRERA ("**KRERA Circular**"), which imposed a 'delay fee' on promoters for belated submission of quarterly updates and annual audit statements. The Karnataka High Court considered whether the KRERA had statutory authority under the RERA, to levy such a fee through an administrative circular.

Facts

Several promoters challenged the validity of the KRERA Circular that mandated payment of a delay fee for late filing of quarterly project updates and annual audit reports. The KRERA Circular applied uniformly, without regard to project size, stage of development, or circumstances such as force majeure, and was sought to be applied retrospectively from financial year 2018-2019.

The petitioners argued that neither the RERA nor its rules authorize imposition of a delay fee, and that the KRERA Circular was ultra vires, arbitrary, retrospective, and violative of Article 14 of the Constitution of India. The petitioners further argued that the Act only provides for penalties under Sections 61 and 63, which are distinct from a fee. They also relied on COVID-19–related disruptions as force majeure.

The State of Karnataka and the KRERA defended the KRERA Circular as a regulatory measure to enforce compliance, relying on Section 37 of the RERA (power to issue directions), and contended that the fee was prospective and merely a deterrent mechanism.

Held

- The Karnataka High Court quashed the KRERA Circular as void and unenforceable.
- The Karnataka High Court held that the power to levy a fee must be explicitly conferred by a statute and cannot be based on implication or executive convenience. After a thorough review of the Act including Sections 11, 37, 61, and 63 and the Rules, the Karnataka High Court found no provision that authorizes the Authority to impose a 'delay fee'.
- The statute only provides for penalties and interest in specified circumstances. Any levy, fee, or impost must have clear statutory backing, which the impugned KRERA Circular lacked.
- The power to issue directions under Section 37 of the Act does not extend to creating new financial liabilities.
- The KRERA Circular amounted to an unauthorized exaction and an impermissible exercise of legislative power by a regulatory authority, making it arbitrary, illegal, and void.
- The Karnataka High Court directed the KRERA to consider the application of one of the petitioners for withdrawal of registration without insisting on the payment of the delay fee.

The order may be viewed here.

Important Circulars, Orders and Directions Issued by RERA Authorities

GOA RERA

Clarification on extension of registration of real estate projects

The Goa RERA, by its clarification bearing F. No. 1/RERA/Circulars/2019/426 dated April 8, 2025, has clarified the timelines for seeking extension of registration of real estate projects under Section 6 of the Act.

Earlier circulars dated December 9, 2019 and January 17, 2020 issued by the Goa RERA prescribed the procedure, fees, and compliance requirements for extension applications, including filing in Form 'V' at least three months prior to expiry of registration. The Goa RERA observed that promoters were seeking extensions much earlier than required, despite no change in sanctioned or layout plans and normal project progress.

Accordingly, the Goa RERA has issued a clarification stating that applications for registration extensions will not be entertained if filed earlier than nine months before the expiry of the registration. However, the requirement that applications be made at least three months before expiry remains unchanged. Additionally, the clarification specifies that if plans are revised within nine months of registration or if commencement is delayed due to court orders or other mitigating circumstances (with no allotments made), promoters may apply for an extension immediately after the revision or resumption of work. In such cases, requests will be considered for a pro-rata extension, up to a maximum of one year.

The clarification aims to ensure timely completion of projects while safeguarding the interests of allottees.

The circular maybe viewed here.

TNRERA

Requirement of unobstructed access to project sites at registration stage

The TNRERA, by its Circular no. TNRERA/A3/1678/2025 dated May 7, 2025, has issued directions regarding the construction of compound walls and gates at the stage of registration of real estate layout projects.

While processing applications for registration, it has been clarified that if a promoter has constructed any wall obstructing or blocking public roads that have already been handed over to the local body under a gift deed, the promoter shall be directed to remove such obstructions and furnish photographic evidence of compliance. Similarly, gates at the project entrance are not permitted, and if provided, must be removed with proof submitted by way of photographs.

The circular further mandates that scrutiny officials ensure compliance with the above conditions before forwarding any application for approval.

The circular maybe viewed here.

Mandatory installation of display board at project sites

The TNRERA, by its Circular no. TNRERA/A3/1675/2025 dated May 7, 2025, has issued directions mandating the installation of display boards at the sites of all registered real estate projects, including buildings and layouts.

The circular requires promoters to install a separate display board at the project site abutting a public road, with a minimum size of 2 feet by 4 feet, containing key project details such as the name of the promoter, name of the project, the TNRERA registration particulars, the registered date of completion, and the official TNRERA website address. The information is required to be displayed in a clear and readable font.

It is further directed that the display board shall be installed only after obtaining the TNRERA registration, and proof of installation, certified by the project's Engineer or Architect and supported by site

photographs, must be submitted. Compliance with this requirement may be incorporated as a condition in Form-C (registration certificate of project) and shall be verified prior to issuance of the completion report.

The circular maybe viewed here

Collection of security deposit for ongoing layout projects

The TNRERA, by its Circular no. TNRERA/A3/1677/2025 dated May 7, 2025 has introduced a requirement for promoters of ongoing layout projects to furnish a refundable security deposit at the time of registration. By Circular no. TNRERA/A3/1677/2025 dated May 7, 2025, effective from June 1, 2025, the TNRERA has introduced a security deposit mechanism to ensure parity in compliance requirements and post-completion accountability between layout developments and apartment projects.

Residential and commercial building projects are subject to statutory oversight at the completion stage, as occupation is permitted only after the competent authority issues a completion certificate ("**CC**"). The CC mechanism functions as an important regulatory checkpoint, ensuring adherence to sanctioned plans and fulfillment of conditions imposed at the approval stage. In contrast, layout projects do not undergo any comparable post-approval verification once layout sanctions are granted, resulting in the absence of a structured mechanism to assess whether promoters have completed the mandated infrastructure, and development works in accordance with applicable norms.

To address this gap, the above circular establishes a security deposit framework for layout projects. Promoters are required to deposit a refundable amount, calculated based on whichever is higher, the total land extent or the overall project cost. The prescribed deposit follows a graded structure, commencing at INR 0.1 million for smaller projects (up to one acre or a project cost of INR 10 million) and extending up to INR 2 million for larger developments exceeding ten acres or a project cost of INR 100 million.

The security deposit is intended to function as a financial safeguard to promote compliance. Refund of the deposit is contingent upon submission of a completion report certified by the project's engineer or architect, followed by a satisfactory inspection conducted by the Authority. Through this mechanism, the TNRERA seeks to ensure that essential layout infrastructure such as internal roads, drainage systems, parks, and other common amenities, is executed strictly in accordance with approved plans and prescribed standards.

The circular maybe viewed here.

MAHARERA

The MahaRERA mandates prominent display of QR Code and registration details in advertisements

Order dated April 8, 2025 bearing no. 46C/2025 related to Display of QR Code.

By Order no. 46C/2025 dated April 8, 2025, the MahaRERA has reiterated and strengthened its directions requiring promoters and registered real estate agents to prominently display the project QR Code, the MahaRERA registration number, and the official MahaRERA website address in all advertisements and promotional materials.

The order mandates that these details must be clearly legible, prominently positioned in the top-right quadrant of all advertisements and displayed in a font size equal to or larger than the largest font used for project contact details. The QR Code must be correctly proportioned, maintain its aspect ratio, and be placed in the same quadrant. These requirements apply across all advertising formats, including print media, brochures, hoardings, digital advertisements, social media platforms, websites, and sales offices.

The MahaRERA noted that despite earlier directions issued under Orders no. 46/2023, 46A/2023, and 46B/2023, several promoters and real estate agents continued to display QR Codes and registration details improperly. Common violations included incorrect QR Code placement, distorted proportions, use of small or faint fonts, and positioning that rendered mandatory information illegible. The

MahaRERA observed that such practices undermine transparency and consumer protection, contrary to Section 11(2) of the Real Estate (Regulation and Development) Act, 2016 and Rule 14(2) of the MahaRERA Rules.

The order warns that non-compliance will attract penalties under Sections 63 and 65 of the Act, ranging from INR 0.01 million to INR 0.05 million. Failure to rectify violations within 10 (ten) days will be treated as a continuing contravention, exposing the defaulter to further regulatory action.

The order maybe viewed here.

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