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Periodic Roundup: RERA

APRIL TO JUNE 2026

Introduction

This RERA Roundup analyzes significant judgments and orders in the real estate sector from April 2026 to June 2026. These pronouncements by various authorities under the RERA Act clarify the provisions and operational framework of the RERA Act and its application to promoters, allottees and other stakeholders.

The compilation serves as a reference tool for identifying jurisprudential trends and promoting compliance with legal and regulatory requirements in the evolving real estate landscape.

GLOSSARY

Term	Meaning
CPC	Code of Civil Procedure, 1908
DCR	Development Control Regulations
HA RERA	Haryana Real Estate Regulatory Authority
INR	Indian Rupees
KA RERA	Karnataka Real Estate Regulatory Authority
MahaRERA	Maharashtra Real Estate Regulatory Authority
MP High Court	Madhya Pradesh High Court
MP RERA	Madhya Pradesh Real Estate Regulatory Authority
MREAT	Maharashtra Real Estate Appellate Authority
Rajasthan RERA	Rajasthan Real Estate Regulatory Authority
Rajasthan RERA Rules	Rajasthan Real Estate (Regulation and Development) Rules, 2017
Rajasthan REAT	Rajasthan Real Estate Appellate Tribunal
RERA	Real Estate Regulatory Authority
RERA Act	Real Estate (Regulation and Development) Act, 2016
SARFAESI Act	The Securitization and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002
Supreme Court	Supreme Court of India
TNRERA	Tamil Nadu Real Estate Regulatory Authority
UPREAT	Uttar Pradesh Real Estate Appellate Tribunal
UP RERA	Uttar Pradesh Real Estate Regulatory Authority

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Important Judgments Passed by RERA Authorities

MP HIGH COURT

M.P. Real Estate Regulatory Authority v. Shri Ji Builders and Developers

The appellant, MP RERA filed a writ appeal challenging an order of the learned Single Judge of the MP High Court directing it to process registration of the respondent's real estate project, "Krishna Orchid," under the RERA Act. MP RERA had rejected the registration application on four grounds: (i) non-submission of the diverted Khasra certificate, (ii) alleged title defects arising from a sale undertaken by a cooperative society in 1999 to non-members without the Registrar's permission, (iii) non-production of the cooperative society's original Resolution Register and (iv) non-uploading of income tax returns under Rule 3(1)(b) of the Madhya Pradesh Real Estate (Regulation and Development) Rules, 2017. The Division Bench held that the Writ Petition was rightly admitted, since the real estate appellate tribunal was not functioning owing to vacancies and the alternative statutory remedy was therefore not efficacious. As regards the merits, the MP High Court held that MP RERA's role in registration is regulatory and facilitative, not adjudicatory, and that it cannot undertake a collateral adjudication of disputed title, which must be resolved by civil or revenue courts. As the 1999 transaction had been registered, mutated and remained unchallenged for over two decades, and as Section 72-B of the Madhya Pradesh Cooperative Societies Act, 1960 (introduced only in the year 2010) requiring permission of the Registrar could not be applied retrospectively, the alleged title defect furnished no valid ground for rejection. The MP High Court further held that the non-submission of the diverted khasra certificate and income tax returns were curable procedural deficiencies that did not warrant rejection of the application. Finding no patent illegality, perversity or jurisdictional error in the order of the learned Single Judge, the Division Bench of MP High Court dismissed the Writ Appeal and directed MP RERA to proceed with registration upon verification of title through registered documents and submission of the outstanding khasra certificate.

The judgement may be viewed here.

MAHARERA

Naresh Moturam Bhojwani v. Shree Tirupati Greenfield

The complainant approached MahaRERA seeking refund of INR 5 million with interest under Section 18 of the RERA Act, or in the alternative, possession of the flat along with execution of a registered agreement for sale, alleging delay in possession, failure to execute the agreement, non-completion of the project and dishonor of cheques. The respondent contended that the transaction was not a flat purchase but a loan/security arrangement under Clause 6(3) of the provisional reservation letter dated February 9, 2014 issued by the respondent to the complainant, and that the complainant was not an "allottee" under the RERA Act. MahaRERA observed that Clause 6(3) of the provisional reservation letter expressly stated that the allotment was issued as security against a loan and that upon repayment, no rights in the flat would remain, and that no registered agreement for sale under Section 13 of the RERA Act had been executed between the parties. MahaRERA further noted that the complainant had already filed criminal proceedings under Section 138 of the Negotiable Instruments Act, 1881 for recovery of money through dishonored cheques. By treating the matter as a monetary dispute and pursuing recovery separately, the complainant's demand for possession and execution of the agreement for sale in the present complaint were inconsistent with the stand already taken. In view of Clause 6(3) of the provisional reservation letter and the absence of a registered agreement for sale evidencing existence of a promoter-allottee relationship, MahaRERA held that the complainant could not be conclusively held to be an "allottee" under Section 2(d) of the RERA Act. Accordingly, the complaint was dismissed with liberty to the parties to pursue appropriate remedies before the competent court.

The judgement may be viewed here.

ALLAHABAD HIGH COURT

U.P. Real Estate Regulatory Authority v. Maa Bhagwati Commercial Realty N Resorts LLP

The respondent, Maa Bhagwati Commercial Realty N Resorts LLP acquired a land parcel on lease for 29 years and 11 months from Udasin Sangat Rishi Aashram for development of a commercial project, "Samrajya," and applied for registration before UP RERA. The application was rejected on the ground that the respondent held only leasehold rights with permission to create sub-leases but did not possess the right to sell the plot, apartment or building. The UPREAT allowed the appeal filed by the respondent and set aside the order passed by UP RERA which had rejected the respondent's application for registration of its project "Samrajya" and directed UP RERA to grant registration for the respondent's project. Aggrieved by the order of UPREAT, UP RERA preferred an appeal under Section 58 of RERA Act before the Allahabad High Court (Lucknow Bench). The issue before the Allahabad High Court was whether a project developed on land held under such a lease falls within the ambit of registration under the RERA Act, in light of Section 4(2)(l)(A) of the Act. The Allahabad High Court observed that under Sections 2(zk) and 2(zn) of the RERA Act, a "real estate project" and "promoter" are contemplated only in relation to development undertaken for the purpose of sale, and that in the absence of any right to sell, the respondent could not be treated as a "promoter," nor did the activity fall within the ambit of a "real estate project." Consequently, the provisions relating to registration under Sections 4 and 5 of the RERA Act were not attracted. The Allahabad High Court held that the respondent was neither obligated to seek, nor entitled to obtain, registration, and that UP RERA was under no obligation to grant registration or issue credentials for the project.

The judgement may be viewed here.

MREAT

CCI Projects Private Limited v. Ramesh Shivsaran Singh & Ors.

The MREAT, while dismissing the promoter's appeals, held that the promoter had failed to hand over possession of the subject flats on the agreed dates specified in the agreements for sale and was therefore liable to pay interest under Section 18(1)(a) of the RERA Act. The MREAT rejected the promoter's contention that the allottees' claim was barred by Section 55 of the Indian Contract Act, 1872, which deals with the effect of accepting performance at a time other than that agreed upon. MREAT observed that the possession dates were mutually agreed and sacrosanct and could not be unilaterally altered by the promoter without the allottees' consent. Relying on the decision of the Supreme Court in Newtech Promoters and Developers Pvt. Ltd., MREAT held that the right of an allottee under Section 18 of RERA Act is indefeasible and that, where delay is not attributable to the allottee, the allottee is entitled to interest regardless of unforeseen events or mitigating circumstances such as revision of DCRs, financial crisis, scarcity of sand, or the COVID-19 pandemic. MREAT further (i) held that the jurisdiction of RERA is not ousted by an arbitration clause and (ii) rejected the promoter's argument that certain allottees had relinquished their claims by signing possession letters and undertakings executed during the pendency of the appeals in circumstances of unequal bargaining power. Concluding that the impugned orders did not warrant interference, MREAT dismissed all appeals with costs and directed the promoter to pay costs of INR 5 thousand to each allottee.

The judgement may be viewed here.

Kamlesh Valji Balsara and another v. Ms Shree Siddhivinayak Vinayak Infrastructure Realty & Ors.

The appellants (allottees) had booked flats under a 5:90:5 subvention scheme and claimed that the promoter had represented that pre-equated monthly instalments from the date of loan disbursement till possession would be borne by the promoter. Despite payment of substantial amounts, possession was

not handed over within the stipulated period, and recovery proceedings were initiated against the allottees by the lending bank and its asset reconstruction company under the SARFAESI Act due to alleged loan defaults. The MahaRERA by its order granted reliefs to the allottees under Section 18 of the RERA Act, which included refund of amounts paid along with interest in some cases, and interest on account of delay in possession in other cases. However, while the allottees obtained these reliefs from MahaRERA, the appellants sought an injunction from MREAT restraining the promoter from creating third-party rights in the flats and a stay on the SARFAESI proceedings. The appellants relied on the Supreme Court's decision in *Union Bank of India v. Rajasthan Real Estate Regulatory Authority*. MREAT distinguished the above decision, holding that it did not apply since the loan had been granted to the allottees and not the promoter, and that the contractual rights arising from the tripartite agreement between the allottees, promoter and bank could not be enforced under the RERA Act, leaving the appellants to pursue remedies against the bank elsewhere. However, considering that the allottees had made substantial payments and that creation of third-party rights would seriously prejudice their rights, MREAT partly allowed the applications and restrained the promoter from alienating, encumbering or creating third-party rights in the subject flats pending disposal of the appeals, while rejecting the prayer for stay of the SARFAESI proceedings.

The judgement may be viewed here.

HRERA

Rajiv Nayyer & Ors. v. M/s Sunrays Heights Private Limited

The complainants filed a complaint before the Adjudicating Officer under Section 31 of the RERA Act seeking compensation for delay in handing over possession, contending that although the agreement between the builder and the buyer stipulated possession by March 16, 2021, the respondent failed to deliver possession within the stipulated period. Further, despite an earlier HRERA order dated April 18, 2024 directing payment of interest for delayed possession, the complainant had continued to incur rent and financing costs for which they sought reimbursement along with compensation for harassment and mental agony. The Adjudicating Officer, interpreting Section 18 of the RERA Act, held that where an allottee does not intend to withdraw from the project, the allottee is entitled to interest for every month of delay, whereas interest along with compensation is available only where the allottee withdraws from the project. Relying on the UPREAT's decision in *Greater Noida Industrial Development Authority v. Ranjan Misra*, the Adjudicating Officer held that since the complainants had opted to continue with the project and had already been awarded delayed possession interest by HRERA by its order dated April 18, 2024, allowing a separate claim for compensation (towards rent, bank interest, mental agony, etc.) for the same period of delay would amount to double relief for the same cause of action. Accordingly, the complaint was dismissed.

The judgement may be viewed here.

RAJASTHAN REAT

Harish Jasuja v. Rajasthan Real Estate Regulatory Authority & Ors.

The Rajasthan REAT heard eight appeals filed by the appellant-promoter, Harish Jasuja, challenging the order dated May 9, 2022 passed by the Rajasthan RERA directing the registration of the project "City Trade Center" located at 1A Public Park, Sri Ganganagar. The project was launched in the year 2013 and marketed by M/s. MNG Dreamz, a partnership firm of Harish Jasuja and Rajendra Wadhwa, along with their respective proprietorship firms, The appellant contended that (i) his individual land parcel measured only 336.12 square meters (less than the 500 square meter threshold under Section 3(2)(a) of the RERA Act), (ii) that the partnership firm had been dissolved in 2016 and (iii) that over 60% of the units had been sold prior to the commencement of the RERA Act, thereby qualifying for the exemption under Explanation (ii) to Rule 4 of the Rajasthan RERA Rules. The Rajasthan REAT observed that the project was designed, constructed and marketed as one single project spread over 643.82 square meters with more than 8 apartments, and that registration was therefore required under Section 3 of the RERA Act. If further observed that the area and number of apartments are to be

reckoned on the basis of the project as marketed and not on the basis of how it is physically proposed to be constructed. The Rajasthan REAT held that, under the Explanation to Section 2(zk) of the RERA Act, a person who merely sells apartments or plots in a project is also included in the definition of "promoter" and is jointly liable, and that M/s. MNG Dreamz had acted as a promoter of the project. The Rajasthan REAT further held that since no public notice of dissolution had been given under Section 45 read with Section 72 of the Indian Partnership Act, 1932, the erstwhile partners remained liable for the acts of the firm done while it was in existence, and that the project was ineligible for the exemption under Rule 4(ii) as less than 20% of the apartments had sale deeds or agreements executed before the commencement of the RERA Act. Finding no perversity or arbitrariness in the impugned order, the Rajasthan REAT dismissed all eight appeals and affirmed the order dated May 9, 2022.

The judgement may be viewed here.

KA RERA

Vijaya Shanthi Kanuru v. Manyam Estates Private Limited & Ors.

The complainants filed the complaint under Section 31 of the RERA Act alleging violation of Section 19 of RERA Act (pertaining to rights and duties of an allottee) and seeking enforcement of their ownership rights and access to Flat No. B-302 in Sohan Skypark (formerly Manyam Skypark). The complainants had (i) purchased the flat from the erstwhile promoter, M/s. Manyam Estates Private Limited, (ii) paid the entire sale consideration through bank transfers, (iii) obtained a no objection certificate from the project financier, Capri Global Capital Limited and (iv) continued servicing their housing loan from the State Bank of India (SBI). Due to severe financial constraints faced by the outgoing promoter, the progress and completion of the project were affected, following which the project was acquired by M/s. Sohan Realty through auction proceedings under the SARFAESI Act. The project was taken over by M/s. Sohan Realty under Section 8 of the RERA Act by order dated January 12, 2026, which attained finality, but the incoming promoter denied the complainants access, contending that it had not received payment for the said flat and that they must pursue their claim against the previous promoter. KA RERA held that (i) auction proceedings under SARFAESI Act do not extinguish allottee rights; (ii) that all existing agreements, payments and registered documents continue to bind the incoming promoter; (iii) that the incoming promoter steps into the shoes of the outgoing promoter with all obligations under Sections 19(1) and 11(4)(a) of the RERA Act and (iv) the denial of access amounts to a continuing violation of Section 19 of RERA Act. KA RERA allowed the complaint and directed M/s. Sohan Realty to (i) recognize the complainants as lawful allottees of Flat No. B-302; (ii) permit unhindered access, entry and inspection of the flat and common areas within seven days; (iii) refrain from raising any demand regarding payments already made to the outgoing promoter, except in accordance with the original agreement; and (iv) comply with the order, failing which penal action under the RERA Act would follow and the non-compliance would be treated as willful disobedience of the Section 8 takeover order.

The judgement may be viewed here.

Important Circulars, Orders and Directions Issued by RERA Authorities

KA RERA

Submission of Quarterly Progress Reports (QPRs) for FY 2026-27

KA RERA, by Circular No. RERA/ACCOUNTS/DCF/02/2024-ACC dated June 19, 2026, directed all promoters to mandatorily submit quarterly progress reports ("**QPRs**") for registered real estate projects on KA RERA's web portal for FY 2026-27 in compliance with Section 11(1)(b) to (e) of the RERA Act and Rule 15(D) of the Karnataka Real Estate (Regulation and Development) Rules, 2017. The circular reminds promoters that quarterly updates must be filed before the 15th of July (Q1), October (Q2), January (Q3) and April (Q4). KA RERA has enabled an online filing facility on its website with a final summary submission feature that is automatically triggered once 100% completion is reported against each activity. The architect is required to furnish final quarterly updates confirming such 100% work completion. KA RERA has warned that failure to submit QPRs by the prescribed deadlines — specifically, July 15, 2026; October 15, 2026; January 15, 2027 and April 15, 2027 — will result in penalties under Sections 61 and 63 of the RERA Act, which may cumulatively extend up to 5% of the estimated project cost, without any further notice.

The circular may be viewed here.

TNRERA

Directions regarding advertisements and promotion of real estate projects in print, electronic and social media

TNRERA, by Proceedings No. TNRERA/A3/1840/2026-1 dated June 16, 2026, issued comprehensive revised directions under Section 37 of the RERA Act to promoters regarding advertisements and promotion of real estate projects across all media — print, electronic, social media and outdoor platforms. The directions supersede the earlier proceedings dated August 4, 2025 and October 8, 2025.

Key requirements include:

1. all newspaper, magazine and website advertisements must display the TNRERA registration number along with the QR code of Form-C (i.e., the registration certificate issued by TNRERA) and TNRERA website address, preferably at the top right corner, with a minimum font size of 12 for quarter-page or larger advertisements and 8 for smaller advertisements;

2. outdoor hoardings, road-divider boards, bus-shelter advertisements and similar media must display the same details in legible and readable font;

3. television and radio advertisements must state whether the project is "RERA Registered";

4. social media and online property platforms must include the RERA registration number, QR code of Form-C and the TNRERA website link;

5. promoters shall not compare their project price with the "market price" or with the price of other projects;

6. advertisements must not include vague disclaimer clauses such as "terms and conditions apply" and must instead clearly state the terms and conditions;

7. advertisements for projects exempt from RERA registration must clearly state "Project is exempted from RERA registration"; and

8. a mere reference to the number of amenities (e.g., "100+ amenities") is not permitted — only amenities promised in the sale agreement may be advertised. Non-compliance may attract penalties under Sections 61 and 63 of the RERA Act.

A clarificatory circular (No. TNRERA/A3/1840/2026-3 dated July 3, 2026) further directed that where the validity of TNRERA registration has been extended and Form-F (i.e., the certificate issued by TNRERA upon extension of a project's RERA registration) has been issued, the QR code in the advertisement must contain Form-F along with Form-C.

The circular may be viewed here.

Categorization of advertisement violations as "major" and "minor" for levy of penalty

TNRERA, by Circular No. TNRERA/A3/1483/2026 dated June 24, 2026, categorized violations of the advertisement directions into "major" and "minor" categories with specified minimum penalties based on project cost. Major violations include advertising unregistered projects, advertising without mentioning either the TNRERA registration number or QR code of Form-C (or Form-F, if applicable), displaying unreadable registration details and using irrelevant or misleading QR codes. Minor violations include omitting only one of the TNRERA registration number or QR code (while providing the other), omitting the TNRERA website address, omitting the promoter's office address, and advertising exempted projects without mentioning that they are "RERA Exempted Projects." The minimum penalty for major violations was set at INR 5 million for projects costing INR 1 billion or more and INR 2 million for projects below INR 1 billion; minor violations attract a minimum penalty of INR 1 million and INR 500 thousand respectively.

By a subsequent revised circular (No. TNRERA/A3/1483/2026-3 dated August 4, 2026), effective from August 7, 2026, TNRERA revised and simplified the categorization. Major violations were consolidated to cover (i) advertising unregistered projects, and (ii) misleading advertisements in terms of price comparison and location (whether taken up *suo moto* or on complaint). Minor violations were expanded to cover advertisements without the TNRERA website address, displaying a wrong registration number, omitting the QR code or displaying an unreadable QR code, advertising without the RERA registration number, or omitting the promoter's office address. Radio FM and TV advertisements must mention "RERA approved." The penalty structure was simplified to INR 1 million for major violations and INR 250 thousand for minor violations, irrespective of project cost.

The circular may be viewed here.

MAHARERA

Amendment to SOP for revising/correcting information of registered projects and agents

MahaRERA by Circular No. 52/2026 dated April 30, 2026 has amended the last paragraph of its earlier Circular No. 08/2017 dated July 17, 2017 regarding the Standard Operating Procedure ("**SOP**") for updating registered projects and registered real estate agents. The amended SOP provides that for revision or correction of the digitally signed certificate of registration or for fields not available in the project update facility, promoters must make a separate request through the MahaRERA portal. Real estate agents may similarly request revision or correction of their digitally signed certificates through the portal. The applicable fees are: (i) INR 50 thousand plus taxes for corrections by registered real estate agents; (ii) INR 100 thousand plus taxes for project correction applications; and (iii) for change of promoter in a project, INR 250 thousand plus taxes or the actual fees paid by the promoter at the time of registration, whichever is higher.

The circular may be viewed here.

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