

REAL ESTATE LAWS IN INDIA- AN OVERVIEW

1. Introduction

The Real Estate sector is one of the most recognized sectors in the world. With the world's largest population, a huge land area covering a distance of 3,287,262 km, various government reforms including reforms in Foreign Direct Investment policy, India has seen a boon in the demand for Real Estate development. Real Estate in India has been defined by the Ministry of Finance vide Notification dated 07.10.2013 as, "Real Estate refers to land and any permanently attached improvements to it, whether on leasehold or freehold and includes buildings, sheds, garages, fences, fittings, fixtures, warehouses, car parks etc. and any other asset incidental to the ownership of real estate. The definition does not include mortgage and any asset falling under the purview of 'infrastructure.' The Indian Real Estate market can be classified into four subsectors i.e. housing, retail, hospitality and commercial. Though the housing sector has witnessed considerable slow down since 2014 however the sector continues to transform itself and is likely to retain its stand as one of the primary areas of demand for Real Estate in India. With widespread economic development and policy reforms the retail, hospitality and commercial real estate sectors have seen significant growth, providing the much needed infrastructure for India's growing needs. Despite heavy demand and necessity the Real Estate Sector in India continues to be one of the most un-regularised sectors with lack of transparency and accountability.

The Indian Real Estate Sector is expected to reach a market size of US\$ 1 trillion by 2030 from US\$ 120 billion in 2017. With the intent to control and regularize the Real Estate Sector the government of India imposed several regulations and changes to law including but not limited to Real Estate (Regulations and Development) Act, 2016 (RERA), Goods and Services Tax Act (GST) and the Benami Transaction Act, 2016. The Governments "Housing for All By 2022" and the granting of infrastructure status to the affordable housing sector are some of the Government initiated policy reforms likely to have wide spread implications on the sector.

In the Indian context the Real Estate Sector is the second largest employer after agriculture. India's rank in the Global House Price Index has jumped from the 13th Spot to reach the ninth position

among 55 International markets, on the back of increasing prices in the mainstream agriculture sector.

In this paper an attempt has been made to provide a broad overview of the laws (including related to Statutes, rules and regulations) pertaining to investment in and the development and use of the land and immovable property in India.

2. TYPES OF REAL ESTATE INVESTMENTS

Real Estate Investments in India can primarily be divided into six types. Each type of real estate has their own merits, applicability and demerits. The decision normally depends on the buyer's purpose and available purchasing power.

a. Residential Real Estate Investment:

Projects like houses, apartment in buildings, townships and houses constructed on land which are used for residential or living purposes are of this category. Any purchase by any person are termed as residential real estate investment.

b. Commercial Real Estate Investment:

The investment on office buildings and skyscrapers etc., are such type of investment.

c. Industrial Real Estate Investment:

Any investment from industrial warehouses leased to firms as distribution centres for a long- term objectives to avail facilities like storage of raw materials and finished products, using show rooms and service centres, etc.

d. Retail Real Estate Investment:

These consists of shopping malls, strip malls and other retail storefronts.

e. Multi-purpose Real Estate Investment:

Any real estate project with a combination of more than one type of above real estates are called as multi-purpose real estate investment. These types of real estate are now-a- days getting famous in India.

f. Real Estate Investment Trusts(REIT):

These types of investments are not on physical assets rather are on virtual assets. Basically these are the purchases of shares of a corporation that owns real estate properties and distributes practically all of its income as dividends. Here option of choosing an appropriate industry is openly available to the investors. This type of real estate investment is getting wider momentum among investors around the world.

3. REAL ESTATE INVESTMENT TRUSTS (REITS):

The REIT is the indirect investment opportunity. Real Estate Investment Trusts are intended to enable more people to invest in the Indian Property market and boost funding in the sector. This mechanism offers an opportunity to individuals to participate directly in the ownership or financing in the real estate projects. These are tradable interest like share of stock related to real-estate related assets. REITs are traded in income producing real estate such as office buildings, apartments, shopping centers, warehouses and hotels etc. REITs are governed by the Securities and Exchange Board of India ("SEBI") (Real Estate Investment Trusts) Regulations, 2014. These regulations provide a framework for registration and regulation of REITs.

REIT in India is mainly allowed to invest in completed and revenue generating assets and other approved investments. An REIT has to distribute the majority of the income they produce among unit holders. REITs can mainly invest in commercial real estate through two ways (i) directly and (ii) through a Special Purpose Vehicle ("SPV") which has to invest more than 80% of their assets in properties. During an IPO, the minimum investments has to be Rs. 2 Lakhs. In the case of primary markets, REITs can be traded with an investment cap of Rs. 1 Lakh.

REIT companies listed on Indian Stock Exchanges are monitored and regulated by the SEBI to ensure adherence to industry practices and safeguard the interest of the investors.

3.1 Types of REITs in India:

- a. Equity REITs- Equity REITs basically own large commercial buildings, retail storefronts, hotels, or apartment buildings. The returns are earned by giving these buildings on lease and subsequently dividends are paid to the investors.

- b. Mortgage REITs- This type of REITs do not own the properties themselves, but the debt on the properties/ get EMIs against the property from the owner and builders. The earnings are via Net Interest Margin (difference of interest earned on mortgage and cost of funding the loan) which they distribute a month the REIT investors as dividends.

3.2 Eligibility of REITs

For a Company to be qualified as REIT, the following criteria need to be satisfied:

- a. 90% of the income must be distributed as a dividend to the investors
- b. 80% of the investment must be in properties that generate revenue
- c. Only 10% of the total investment must be in real estate under- construction
- d. The Company must have an asset base of 500 Crores
- e. NAVs need to be updated twice in each financial year.

3.3 Structure of REITs:

REITs can be set up as trusts under the Indian Trusts Act, 1882 and are registered with SEBI. Similar to a mutual fund, it has three parties.

- i. Trustee: Who generally oversees the activities of the REITs and is supposed to be a registered debenture trustee who is in no way associated with the sponsor;
- ii. Sponsor: They hold at least 25% in the REITs for three years and 15% after that. Their main responsibility is to set up the REIT and appoint the trustee; and
- iii. Manager- who is a company or an LLP or a body corporate which manages and operates the REIT. A manager has to have at least 5 years of related experience along with other requirements as notified.

Globally, REITs are gradually demonstrating the ability to attract and

effectively manage investments in the real estate sector. REIT's structured in the lines of mutual funds were first introduced in the United States in the 1960's through Cigar Ecise Tax Extension Act with the purpose of boosting real estate development by way of active investmenst from investors interested in holding stakes in the real estate sector. REIT's were first introduced in India by the Securities and Exchange Board of India (SEBI) in 2007 almost 50 years after they were first incorporated as an investment vehicle.

4. FOREIGN DIRECT INVESTMENT IN REAL ESTATE SECTOR:

Construction sector is the third largest sector in attracting FDI inflow in India. Real Estate Business is one of the nine activities in which foreign direct investment is prohibited. However, considering that housing for all is one of the key priorities of the Government of India, an exception has been carved out permitting FDI in Construction-Development projects. Currently, 100% FDI under automatic route is permitted n the construction and development of townships, housing, built- up infrastructure and construction of residential/ commercial premises, roads or bridges, hotels, resorts, hospitals, educational institutions, recreational facilities, city regional level infrastructure, townships). FDI is not permitted in an entity that is engaged in real estate business and construction of farmhouses. 'Real estate business' has been explained as "dealing in land and immovable property with a view to earning profit or income, and does not include the development of townships, construction of residential/ commercial premises, roads or bridges, hotels, resorts, hospitals, educational institutions, recreational facilities, city and regional level infrastructure).

FDI in real estate is subject to certain conditions:

- i. Minimum area requirement: In case of development of serviced housing plots, no minimum land requirement. In case of construction- development projects, a minimum floor area of 20,000 square metres.
- ii. Quantum of Investment: Minimum FDI of USD 5 million within six months of commencement of the project. The commencement of the project will be the date of approval of the building plan/ layout plan by the relevant statutory authority.

- iii. Exit: The investor would be permitted to exit on completion of the project or after the development of trunk infrastructure i.e. roads, water supply, street lighting, drainage and sewerage.
- iv. Compliance with other regulatory standards: The project shall conform to the norms and standards, including land use requirements and provision of community amenities and common facilities, as laid down in the applicable to building control regulations, bye- laws, rules and other regulations of the state government/ municipal/ local body concerned.
- v. Selling of only developed plots: The Indian investee company is permitted to sell developed plots only. Developed plots have been defined to mean plots where trunk infrastructure, including roads, water supply, street lighting, drainage and sewerage, has been made available.
- vi. Responsibility of obtaining approvals: The Indian investee company shall be responsible for obtaining necessary approvals including those of building/ layout plans, developing internal and peripheral areas and other infrastructure facilities, payment of development, external development and other charges, and complying with all other requirements prescribed under applicable rules, bye- laws and regulations of the state government/ municipal/ local body concerned.
- vii. Authority: The concerned state government municipal/ local body that approves the building/ development plans will monitor compliance of the abovementioned conditions by the developer.

There are certain relaxations with respect to some of the above conditions for FDI in hotels and tourist resorts, hospitals, special economic zones, educational institutes, old age homes, and investments by non- resident Indians.

5. LEGAL FRAMEWORK

There are series of Central and State Laws that govern the Real Estate sector in India.

5.1 Applicable Laws

- i. Real Estate (Regulation and Development) Act, 2016 (RERA): The Real Estate (Regulation and Development) Act, 2016 (RERA) is a recent enactment and came into force on 1st of May 2016 (different states in India have different effective dates). It is an Act to establish the Real Estate Regulatory Authority for the regulation and promotion of the real estate sector and to ensure sale of plot, apartment or building, or a real estate project in an efficient and transparent manner and to protect the interests of consumers in the real estate sector and to establish an adjudicating mechanism for speedy dispute redressal and also to establish the Appellate Tribunal to hear appeals from the decisions, directions or orders of the Real Estate Regulatory Authority.

Some of the key features of RERA are:

- a. Every real estate project proposed to be developed which exceeds 500 sq. mtrs. Or where the number of apartments proposed to be developed exceeds 8; projects that have not received a completion certificate as on 1st May 2016; and/ or projects for redevelopments that would involve selling and marketing, have to be mandatorily registered with the Real Estate Regulatory Authority established under RERA and failure to do so would attract a penalty of upto 10% of the estimated cost of the real estate project.
- b. 70% of the amount received from a real estate project is required to be kept separately in an escrow account which is to be utilized for that project only. Therefore, a promoter or developer can no longer divert funds from one real estate project to another project.
- c. Also the promoter or developer, as the case may be, is responsible for all obligations, responsibilities and functions specified under RERA till conveyance of all apartments, plots or buildings to the purchasers has been completed. In case the promoter or developer fails to do so, then such promoter or developer has to return the amount invested by the purchaser and also compensate any loss suffered by the purchaser.
- d. Per the RERA a promoter or developer cannot transfer majority rights and liabilities in a real estate project to a third party without obtaining the prior written consent from two-third of the purchasers and written approval from the Authority.
- e. If a promoter or developer, as the case may be, does not

comply with the orders of the Authority, a penalty can be levied on the promoter or developer for every day during which such default continues, which may cumulatively extend up to 5% cent of the estimated cost of the real estate project.

- f. Failure to make timely payments would invite payment of interest from the buyer to the developer.
 - g. The jurisdiction of courts has also been barred in relation to suits or proceedings for any matters which statutory authorities under the RERA have the power to adjudicate. Further, no injunctions may be granted by any court for any action taken or which may be taken by statutory authorities under the RERA.
- ii. Land Acquisition Act, 1894: Land acquisition is a process by which the Union or a state government in India acquires private land belonging to private parties for the purpose of Industrialisation, development of infrastructural facilities or urbanisation of the private land. The time limit prescribed for completion of Land Acquisition proceedings under the ordinary course is three years. However, under the provisions of the urgency clauses, i.e. Section 17 (1) and Section 17(2), land can be acquired immediately or after a brief period of notice, as more particularly mentioned therein.
- iii. Transfer of Property Act, 1882: The Transfer of Property Act is a Central Act and provides general principles of real estate, such as sale, exchange, mortgage, lease and gift of property, part performance and lis pendens. The States have to adopt the provisions of this Act.
- iv. The Indian Registration Act, 1908:
 - a. Compulsory Registration: Section 17 of the Transfer of Property Act, 1882 (4 of 1882) provides for documents that need to be compulsorily registrable with the concerned authorities of the State Government. For Instance under section 17 of the Act requires any instrument that creates or extinguishes a right or title to or in an immovable property of the value of more than Rs. 100/ to be registered compulsorily.
 - b. Period for registration: Under S. 23 of the said Act, any document other than a will is required to be registered within 4 months of the date of its execution. The period can be extended for a further period of 4 months on payment of a penalty.
 - c. Admissibility as evidence: the Transfer of Property Act, 1882 stipulates that the sale of an immovable property should be by way of a document in writing which is registered. In the

absence of a registered deed in writing, the title of the property will not be validly conveyed to the purchaser. Further, the unregistered documents cannot be produced in evidence in a court of law.

- v. The Public Premises (Eviction of Unauthorised Occupants) Act, 1971: The Act confers powers upon the estate officers to evict such unauthorized occupants from public premises in a smooth, speedy and time bound manner. Under the existing provisions the eviction proceedings of unauthorized occupants from public premises take around five to seven weeks time. The Public Premises (Eviction of Unauthorised Occupants) Amendment Bill, 2019 was introduced on 08.07.2019 amending certain provisions of the Act:
- Residential Accommodation: The Bill defines 'residential accommodation occupation' as the occupation of public premises by a person on the grant of a license for such occupation. The licenses must be given for a fixed tenure, or for the period the person holds office. Further, the occupation must be allowed under the rules made by the Central, State or Union Territory Government, or a statutory authority (such as Parliament Secretariat, or a Central Government Company, or premises belonging to a State Government).
 - Notice for eviction: The Bill adds a provision laying down the procedure for eviction from residential accommodation. It requires an estate officer (an officer of the central government) to issue a written notice to a person if he is in unauthorised occupation of a residential accommodation. The notice will require the person to show cause of why an eviction order should not be made against him, within three working days. The written notice must be fixed to a conspicuous part of the accommodation, in a prescribed manner.
 - Order of eviction: After considering the cause shown, and making any other inquiries, the estate officer will make an order for eviction. If the person fails to comply with the order, the estate officer may evict such person from the residential accommodation, and take possession of it. For this purpose, the estate officer may also use such force as necessary.
 - Payment of damages: If the person in unauthorised occupation of the residential accommodation challenges the eviction order passed by the estate officer in court, he will be required to pay damages for every month of such occupation.
- vi. Indian Stamp Act, 1899
- vii. Indian Contract Act, 1872: The Indian Contract Act is the principle Act governing laws related to contracts in India and the contractual obligations of parties to a contract. There are specific sections of

Transfer of Property Act which relate to contracts and shall be as such taken as part of the Indian Contract Act, 1872.

- viii. Foreign Exchange Management Act (FEMA): FEMA was enacted to regulate and increase the flow of foreign exchange in India. The object of FEMA is to consolidate and amend the law relating to foreign exchange. FEMA regulates the transfer of securities for any such entity where the person is not an Indian Citizen or a person of Indian Origin, a person resident outside India who is a citizen of India or a person of Indian origin resident outside India.
- ix. Urban Land (Ceiling and Regulation) Act, 1976: The Government of India repealed this Act in relation to most areas. However, it is still in force in certain States including Andhra Pradesh, Gujarat, Haryana, Himachal Pradesh, Karnataka, Maharashtra, Orissa, Punjab, Tripura, Uttar Pradesh and West Bengal and the six union territories. In the governed States, there are restrictions on the purchase of lands in urban area beyond the permissible limit.
- x. State Law: Each state is empowered to enact its own laws. Even RERA specifies for the state specific RERA. The administration of RERA is under the Housing and Urban Affairs Ministry Government of India.

6. REAL ESTATE RIGHTS:

The types of rights over land recognized in India vary diversely in nature depending on existing by operation of law, contract, inheritance etc. including:

- a. Freehold Rights: These refer to rights over an estate which is 'free from hold' of any entity besides the owner. Hence a freehold property is one, where the owner/ society/ residents welfare association owns the building and the land that it stands on outright, in perpetuity. A freehold property hence is any real estate property that is legally 'free from hold' of any entity other than the owner. The owner of such property has the right to use it for any purposes, in accordance with the regulations of where it is located. The ownership in the property may be transacted by the following mode:

- Sale and conveyance

- Gift
 - Inheritance/ succession
 - Trust
 - Government grant
 - Operation of law
- b. Leasehold rights in a property: A leasehold right in a property is an ownership of a temporary right to hold land or property in which a lessee or a tenant holds rights of real property by some form of title from a lessor or landlord. Although a tenant does hold right to real property, a leasehold property is typically considered a personal property.
- c. Licensed Rights: Section 52 of Indian Easements Act, 1882 defines Licence as, “Where one person grants to another, or to a definite number of other persons right to do or continue to do, in or upon immovable property of the grantor something which would, in the absence of such rights, be unlawful, and such right does not amount to an easement or an interest in the property, the right is called licence. Hence a licensing agreement is an arrangement whereby a licensor grants the right to intangible property to another entity for a specified period, and in return the licensor receives a fee from the licensee. It creates no duties or obligations upon the persons making the grant and is, therefore revocable except in certain circumstances expressly provided for in the Indian Easements Act, 1882 itself.
- d. Mortgage Rights/ Charge on property: The Transfer of Property Act, defines mortgage as a transfer of an interest in a specific immovable property for the purpose of securing the payment of money advanced or to be advanced by way of loan, an existing or future debt, or the performance of an engagement which may give rise to a pecuniary liability. There are essential six types of mortgage:
- i. Simple Mortgage: Simple mortgage is when a mortgagor binds to pay the mortgage money as per loan documents, or gives the mortgagee, a right to sell the property and apply proceeds towards the loan of the mortgagor. In a simple mortgage, the possession of the property is not delivered to the mortgagee.
 - ii. Mortgage by conditional sale: A mortgage by conditional sale is when the mortgagor sells the mortgaged property to the mortgagee with a condition, with the sale becoming

absolute in case of payment default. In case payment is made to the mortgagee as per terms, then the same of property is held to be void.

- iii. Usufructuary mortgage: Usufructuary mortgage is when a mortgagor delivers possession of a property to the mortgagee and authorizes the mortgagee to hold possession of the property until payment of the debt. Usually, rent or profits from the property while in possession of the mortgagee is applied in whole or in part towards the debt.
 - iv. English mortgage: An English mortgage is when a mortgagor binds himself to repay the loan on a certain date and transfer the property absolutely to the mortgagee, subject to the provision that the mortgagee will re-transfer the property back to the mortgagor on payment of the loan amount as agreed.
 - v. Mortgage by deposit of title deeds: Mortgage by deposit of title deeds is when the mortgagor delivers to the mortgagee, title to immovable property, with an intent to create a security until the payment of debt.
 - vi. Anomalous mortgage: Any mortgage which is not a simple mortgage or mortgage by conditional sale or usufructuary mortgage or English mortgage or a mortgage by deposit of title deeds, is held to be an anomalous mortgage.
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- e. Easement Rights: An easement right is a right which the owner or occupier of certain land possesses, as such, for the beneficial enjoyment of that land, to do and continue to do something, or to prevent and continue to prevent something being done, in or upon, or in respect of, certain other land not his own for e.g. Right of Passage, Right to Light etc.
 - f. Right of Specific Enforcement for Part Performance: Specific performance is an equitable remedy under the law of contract whereby a court issues an order requiring a party to perform a specific act, such to complete performance of the contract.
 - g. Subsurface rights: Subsurface Rights are rights to the earth below the land, and any substances found beneath the land's surface. Mineral rights are a type of subsurface right.
 - h. Transferable and Non Transferable rights: The Transfer or Property Act provides for rights which are transferable and non-transferable.

7. RIGHTS AND LIABILITIES OF BUYER AND SELLER IN IMMOVABLE PROPERTY:

Section 55 of transfer of property act 1882 describes right and liabilities of buyer and seller.

In any property transaction, buyers and sellers are subject to Right and liabilities. In the absence of a contract to the contrary, the buyer and the seller of immovable property respectively are subject to the liabilities, and have the rights, mentioned in the rules next following or such of them as are applicable to the property sold.

7.1 Liabilities of the Buyer:

According to section 55(5) of transfer of property act 1882

- i. **Liability to disclose facts**– To disclose to the seller any fact as to the nature or extent of the seller's interest in the property of which the buyer is aware, but of which he has reason to believe that the seller is not aware, and which materially increases the value of such interest. In the case of **Hazi isha V/s Daya Bhai (A.I.R 1896 mumbai 522)** it has been held that it is the duty of the buyer that he should provide all information related to ownership which he is in know, to the seller. This arrangement is based on the principle of equity and relations of believe between buyer and seller.
- ii. **Liability of payment of purchase money**- To pay or tender, at the time and place of completing the sale, the purchase-money to the seller or such person as he directs: provided that, where the property is sold free from encumbrances, the buyer may retain out of the purchase-money the amount of any encumbrances on the property existing at the date of the sale, and shall pay the amount so retained to the persons entitled thereto.
- iii. **Liability to bear damages**– where the ownership of the property has passed to the buyer, to bear any loss arising from the destruction, injury or decrease in value of the property not caused by the seller.
- iv. **Liability to pay due amount**- where the ownership of the property has passed to the buyer, as between himself and the seller, to pay all public charges and rent which may become payable in respect of the property, the principal moneys due on any encumbrances subject to which the property is sold, and the interest thereon afterwards accruing due. In the case of **Gangi V/s Govinda** it was held that the buyer is liable to pay all the charges after sale. Due amount includes revenue, principal, interest etc.

7.2 Right of Buyer:-

According to section 55(6) of transfer of property act 1882

- i. **Right to get Benefits, Rents-** where the ownership of the property has passed to him, to the benefit of any improvement in, or increase in value of, the property, and to the rents and profits thereof; in **“Achtak V/s Parmeshwar”** it was decided that the buyer is entitled to get benefits of the maintenance done by seller.
- ii. **Right to get Interest-** unless he has improperly declined to accept delivery of the property, to a charge on the property, as against the seller and all persons claiming under him, to the extent of the seller's interest in the property, for the amount of any purchase-money properly paid by the buyer in anticipation of the delivery and for interest on such amount; and, when he properly declines to accept the delivery, also for the earnest (if any) and for the costs (if any) awarded to him of a suit to compel specific performance of the contract or to obtain a decree for its rescission.

An omission to make such disclosures as are mentioned in this section, paragraph (1), clause (a), and paragraph (5), clause (a), is fraudulent.

7.3 Liabilities of seller:-

According to section 55(1) of transfer of property act 1882

- i. **Liability to Reveal Fault:-** to disclose to the buyer any material defect in the property [or in the seller's title thereto] of which the seller is, and the buyer is not, aware, and which the buyer could not with ordinary care discover; In the Case **“Ganpat Ranglal V/s Mangilal Hiralal”** High Court held that the seller is not bound to disclose such faults which is really known by buyer or otherwise he is in know of the information.
- ii. **Liability to Submit Document:-** to produce to the buyer on his request for examination all documents of title relating to the property which are in the seller's possession or power;
- iii. **Liability to Submit Document as to Entitlement:-** to answer to the best of his information all relevant questions put to him by the buyer in respect to the property or the title thereto; in the case of **Laxmidas & Company V/s D.J. Tata** it has been held by the Mumbai high court that if the seller does not answer for such questions then the contract may be rescinded by the buyer.
- iv. **Liability to Execute Conveyance:-** on payment or tender of the amount due in respect of the price, to execute a proper conveyance of the property when the buyer tenders it to him for execution at a proper time and place;

- v. **Liability to Protect Document:-** between the date of the contract of sale and the delivery of the property, to take as much care of the property and all documents of title relating thereto which are in his possession as an owner of ordinary prudence would take of such property and documents.
- vi. **Liability to Deliver up Occupation:-** to give, on being so required, the buyer, or such person as he directs, such possession of the property as its nature admits; in the case **Darpan V/s Kedar Nath** it has been held that if Seller does mistakes in delivering up to possession the buyer can file a suit against seller.
- vii. to pay all public charges and rent accrued due in respect of the property up to the date of the sale, the interest on all encumbrances on such property due on such date, and, except where the property is sold subject to encumbrances, to discharge all encumbrances on the property then existing.

7.4 Right to Seller:-

According to section 55(4) of transfer of property act 1882

- i. **Right to get Rent and Profit:-** to the rents and profits of the property till the ownership thereof passes to the buyer.
- ii. **Right to get Interest on Unpaid buying money:-** where the ownership of the property has passed to the buyer before payment of the whole of the purchase-money, to a charge upon the property in the hands of the buyer, any transferee without consideration or any transferee with notice of the non-payment, for the amount of the purchase-money, or any part thereof remaining unpaid, and for interest on such amount or part from the date on which possession has been delivered. **In “Subba Rao V/s Vasudev Shastri”** the A.P High Court decided that the seller is entitled to get interest on selling-money only when the possession of sold property is given to buyer.

How we can assist:

Our team can assist you at all stages of real estate transactions from doing title investigation, Foreign Direct Investment, drafting of Leases, leave and License to acquisition sales and exchanges to due diligence and documentations.