Buying Property in India Safely: Title, RERA, Registration and Rent Explained

Vakil Dial Team (Vakil Dial)

Published 6 October 2026, 15:30 IST · Version 1 · Editorial review by Vakil Dial Research Team ·
https://vakildial.com/research/publications/buying-property-in-india-safely-title-rera-registration-and-rent-explained

Keywords: property title verification India, RERA complaint, sale deed registration, encumbrance certificate, agreement for sale, stamp duty, Model Tenancy Act, mutation of property



Figure 1. Title is built from documents: a careful buyer reads the record before the brochure.

For most Indian families, a home is the single largest cheque they will ever write, and it is often written on the strength of a broker's assurance and a glossy brochure. Yet the law cares only about paper: who held title, whether it was transferred properly, whether the building was lawfully sanctioned and whether the transfer to you was stamped and registered. Get those right and ownership is secure for generations. Get them wrong and you may have paid full price for a lawsuit. This guide sets out, in the order a careful buyer would follow, what to check and why.

Start with the title, and go back thirty years

Title is the seller's legal right to sell. India has no government register that guarantees it, so the buyer must reconstruct it from the chain of documents: sale deeds, partition and gift deeds, wills, probate orders and decrees through which the property passed.

Lawyers customarily trace this chain over at least **30 years**. That is a practice, not a statutory rule, but it has a legal anchor: under section 92 of the Bharatiya Sakshya Adhiniyam 2023 (formerly section 90 of the Indian Evidence Act 1872), a court may presume that a document thirty years old, produced from proper custody, was duly signed and executed.[1] A clean, unbroken thirty-year chain therefore gives a buyer documentary footing that is hard to dislodge.

A sound title search typically covers:

- **Every link in the chain.** Each transfer should be by a registered document, and each seller should match the buyer named in the preceding deed. Gaps, such as an owner who died and whose heirs are not all accounted for, are the commonest source of later claims.
- **The encumbrance certificate (EC).** Issued by the sub-registrar's office, it lists registered transactions affecting the property over the period you ask for: sales, mortgages, leases and similar. A "nil" certificate is reassuring, but it only shows what was registered. Mortgages created by depositing title deeds with a bank are often not registered, so insist on seeing the original deeds and ask whether any loan is outstanding.
- **Revenue and municipal records.** Land records, property tax receipts and utility bills should be in the seller's name. They support title but do not prove it (see the section on mutation below).
- **Litigation and identity checks.** Search for pending suits, check that the seller's identity documents match the deeds, and, for inherited property, confirm that every legal heir has joined in or released their share.
- **Powers of attorney.** If someone signs on the owner's behalf, verify that the power of attorney is genuine, registered where required, specific to this sale and still in force.

Vakil Dial
VAKILDIAL.COM

One warning deserves emphasis. In *Suraj Lamp & Industries Pvt Ltd vs. State of Haryana* (2011), the Supreme Court held that so-called "GPA sales" (an agreement to sell, a general power of attorney and a will, handed over instead of a sale deed) do not convey title and cannot be the basis for mutation in municipal or revenue records. Immovable property, the Court said, can be transferred only by a registered deed of conveyance.[2] If a seller's own title rests on such a bundle, the defect travels with the property to you.

Approvals: is the building itself lawful?

A perfect chain of title does not cure an unlawful building. Before buying a flat or a plot, check:

- **Land use and conversion.** Agricultural land generally needs conversion for residential use under state law, and plots in unapproved layouts can struggle to obtain permissions or loans.
- **Sanctioned building plan.** Compare the approved plan with what is actually built; extra floors or enclosed balconies may be unauthorised.
- **Commencement, completion and occupancy certificates.** A completion certificate confirms the building was finished according to the sanctioned plan; an occupancy certificate (OC) confirms it is fit to be occupied. Under section 11(4)(b) of RERA, the promoter is responsible for obtaining these and making them available to allottees.[3] Without an OC, utility connections, resale and loans can all become difficult.
- **Society or association documents.** For resale flats, obtain a no-dues and no-objection letter from the housing society, and check share certificates where the society is a co-operative.

RERA: the buyer's statutory shield in new projects

The Real Estate (Regulation and Development) Act 2016 transformed the purchase of under-construction homes. Its key protections are worth knowing by section number, because builders' standard agreements do not always reflect them.[?]

Vakil Dial Team (2026). Buying Property in India Safely: Title, RERA, Registration and Rent Explained. Vakil Dial Journals & Research. https://vakildial.com/research/publications/buying-property-in-india-safely-title-rera-registration-and-rent-explained

Protection	What the Act says
Project registration (s. 3)	A promoter cannot advertise, market, book or sell in a project without registering it with the state RERA Authority. Projects on land up to 500 square metres, or with up to eight apartments across all phases, are exempt.
Separate account (s. 4(2)(l)(D))	Seventy per cent of the money collected from allottees must be kept in a separate scheduled-bank account and used only for land and construction cost, with withdrawals in proportion to progress, certified by an engineer, an architect and a chartered accountant.
Carpet area (s. 2(k))	Flats must be sold on carpet area, the net usable floor area excluding external walls, service shafts, exclusive balconies or verandahs and exclusive open terraces, but including internal partition walls.
Cap on advance (s. 13)	The promoter cannot take more than 10 per cent of the cost as an advance or application fee without first entering into a written, registered agreement for sale.
Defect liability (s. 14(3))	Structural defects, and defects in workmanship, quality or services, reported within five years of possession must be rectified free of charge within 30 days, failing which the allottee is entitled to compensation.
Delay (s. 18)	If the promoter fails to give possession as agreed, the allottee may withdraw and claim a refund with interest at the prescribed rate plus compensation, or stay in the project and receive interest for every month of delay until possession.

Before booking, look up the project on the state RERA website, which should show the approved plans, completion date and quarterly progress; advertisements must carry the registration number.[4]

When things go wrong, section 31 allows an aggrieved person to file a complaint with the Authority or its adjudicating officer. In *Newtech Promoters and Developers Pvt Ltd vs. State of Uttar Pradesh* (2021), the Supreme Court described the allottee's right to a refund under section 18 as unqualified, not dependent on the reasons for delay. It also clarified the division of labour: the Authority decides refunds and interest, while compensation is decided by the adjudicating officer under section 71.[5] Getting the forum and the relief right at the outset saves months.

Vakil Dial
VAKILDIAL.COM

Agreement for sale versus sale deed

An **agreement for sale** is a promise: the seller agrees to sell, on stated terms, at a future date. Section 54 of the Transfer of Property Act 1882 is explicit that a contract for sale does not, by itself, create any interest in the property. It gives you a right to enforce the bargain (for example, by a suit for specific performance) and, if it is registered and you have taken possession, the limited protection of part performance under section 53A of that Act.

A **sale deed** (or conveyance deed) is the transfer itself. Once it is executed, stamped and registered, ownership passes to you. Under RERA, the promoter must execute a registered conveyance deed in the allottee's favour, and transfer the undivided share in common areas to the association of allottees.[?]

The practical point: until the sale deed is registered, you are a buyer with a contract, not an owner.

Stamp duty and compulsory registration

Stamp duty is a state levy, charged under the Indian Stamp Act 1899 as amended by each state or under the state's own stamp law. Rates differ by state and sometimes by the buyer's gender or the type of property, and duty is usually calculated on the higher of the agreed price and the government's guideline or circle-rate value. Under-stamped documents can be impounded and attract penalties, so check the current rate with the state's registration department before signing.

Registration is governed by the Registration Act 1908. Section 17(1) makes registration compulsory for, among other things:[6]

- non-testamentary instruments that create, declare, assign, limit or extinguish any right, title or interest of the value of 100 rupees or more in immovable property, which covers every sale deed;
- gift deeds of immovable property;
- leases from year to year, for any term exceeding one year, or reserving a yearly rent; and

Vakil Dial
VAKIL DIAL

- since 24 September 2001, under section 17(1A), agreements to transfer that are relied on for part performance under section 53A of the Transfer of Property Act; if unregistered, they have no effect for that purpose.

Several states have gone further: Kerala, Odisha, Rajasthan and Gujarat, for example, have amended section 17 to require registration of certain agreements for sale or property-related powers of attorney. A document must ordinarily be presented for registration within four months of execution (section 23), and an unregistered document that should have been registered does not affect the property (section 49). Separately, the income-tax law requires the buyer to deduct tax at source when the consideration is 50 lakh rupees or more; factor this into the payment schedule.

After the purchase: possession and mutation

Take possession against a signed possession letter, and collect all original title documents and society transfer papers.

Then apply for **mutation**: the change of name in the municipal property-tax register or, for land, in the revenue record of rights. Mutation matters in practice, but it is not proof of ownership. The Supreme Court has repeatedly held that a mutation entry neither creates nor extinguishes title and serves only a fiscal purpose; disputes over title must go to a civil court.[7] Your registered sale deed is your title. Mutation is the administration catching up with it.

Home-loan documentation

Lenders run their own legal and technical scrutiny, but it protects the bank, not you. Expect to provide the title chain, EC, approved plan, OC or completion certificate (or, for under-construction flats, the registered agreement for sale), the society NOC and identity and income papers. The bank usually holds the original sale deed until the loan is repaid. When the loan closes, collect every original deed with a written closure letter, and make sure any recorded charge is removed.

Renting: the basics for landlords and tenants

Vakil Dial Team (2026). Buying Property in India Safely: Title, RERA, Registration and Rent Explained. Vakil Dial Journals & Research. https://vakildial.com/research/publications/buying-property-in-india-safely-title-rera-registration-and-rent-explained

Because section 17(1)(d) of the Registration Act requires registration of leases exceeding one year, many residential agreements are drafted for 11 months to avoid compulsory registration. A shorter term does not make an agreement unenforceable, but a lease of more than a year that is left unregistered risks being unusable as evidence of its terms. Stamp duty is payable on rent agreements whatever their length, at rates set by each state.

The **Model Tenancy Act 2021** was approved by the Union Cabinet on 2 June 2021 and circulated to states and Union Territories to adopt by new legislation or amendment.[8] It is a template, not a central law that applies everywhere. Its key ideas include a written agreement for every tenancy, reported to a district Rent Authority; security deposits capped at two months' rent for residential and six months' for non-residential premises; defined grounds for eviction; and a Rent Authority, Rent Court and Rent Tribunal in place of the civil courts.[9] Adoption has been gradual, and Andhra Pradesh, Tamil Nadu, Uttar Pradesh and Assam are among the states that have revised their tenancy laws along its lines. Elsewhere, the state's existing rent law still governs, so the rules that apply depend on where the property is.

How Vakil Dial can help

Buying, selling or letting property is mostly about documents, and that is where Vakil Dial's Property & Real Estate division focuses. Through Vakil Dial, you can:

- **Have title verified** by a professional from our privately managed network, whose credentials, including Bar Council enrolment, are checked by our operations team. They can review the title chain, encumbrance certificate and approvals, and explain the risks plainly before you commit.
- **Get sale deeds, agreements for sale and lease deeds drafted or reviewed**, with guidance on stamp duty, registration and the steps to mutation.
- **Pursue a RERA complaint** for delayed possession, refund, interest or defects. We can help you understand which relief belongs before the Authority and which before the adjudicating officer, and connect you with a verified professional to prepare and file it.

Vakil Dial Team (2026). Buying Property in India Safely: Title, RERA, Registration and Rent Explained. Vakil Dial Journals & Research. https://vakildial.com/research/publications/buying-property-in-india-safely-title-rera-registration-and-rent-explained

Start with the free, guided enquiry at https://vakildial.com/advice. Sending an enquiry costs nothing and does not commit you to a paid service; our team reviews it, replies, and explains any paid help before you decide. You can follow your matter in "My Conversations" after signing in. To understand a concept such as carpet area first, ask MAATRA, Vakil Dial's intelligent AI legal-information persona, at https://vakildial.com/maatra. MAATRA explains the law in general terms; it is not an advocate and does not give legal advice.

This is general legal information, not legal advice; every matter depends on its facts.

Conflicts of interest

This guide is published by Vakil Dial, which offers the services it describes.

Notes

1. Bharatiya Sakshya Adhiniyam, 2023 (Gazette of India) https://egazette.gov.in/WriteReadData/2023/250882.pdf
2. Suraj Lamp & Industries Pvt Ltd vs. State of Haryana, [2011] 11 SCR 848, Digital Supreme Court Reports https://digiscr.sci.gov.in/view_judgment?id=MzU2NjI%3D
3. The Real Estate (Regulation and Development) Act, 2016, India Code https://www.indiacode.nic.in/bitstream/123456789/2158/1/A201616.pdf
4. Ministry of Housing and Urban Affairs, FAQs on the Real Estate (Regulation and Development) Act, 2016 https://rera.mohua.gov.in/new-img-rera/FAQs-on-RERA.pdf
5. Newtech Promoters and Developers Pvt Ltd vs. State of Uttar Pradesh, Civil Appeal Nos. 6745–6749 of 2021, Supreme Court of India, 11 November 2021 https://api.sci.gov.in/supremecourt/2021/5013/5013_2021_14_1502_31099_Judgement_11-Nov-2021.pdf
6. The Registration Act, 1908, India Code https://www.indiacode.nic.in/bitstream/123456789/15937/1/the_registration_act%2C1908.pdf
7. Jitendra Singh vs. State of Madhya Pradesh, SLP (C) No. 13146 of 2021, Supreme Court of India, order dated 6 September 2021 https://api.sci.gov.in/supremecourt/2021/17825/17825_2021_43_17_29827_Order_06-Sep-2021.pdf
8. Prime Minister's Office, Cabinet approves Model Tenancy Act for circulation to the States/Union Territories for adoption (2 June 2021) https://www.pmindia.gov.in/en/news_updates/cabinet-

approves-model-tenancy-act-for-circulation-to-the-states-union-territories-for-adoption/

9. PRS Legislative Research, The Model Tenancy Act, 2021 https://prsindia.org/billtrack/the-model-tenancy-act-2021

Vakil Dial
VAKILDIAL.COM