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CG-RERA Circular 139/2025: “Notarised” Contract Term Variations and the Sole Collection Account

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Introduction

Chhattisgarh Real Estate Regulatory Authority has translated the Supreme Court's recent disapproval of opaque builder-buyer paperwork into day-to-day practice. By Circular No. 139 dated 14 November 2025, issued under section 37 of the Real Estate (Regulation and Development) Act, 2016, the Authority instructs every promoter to obtain a certification seal on any clause that departs from the statutory Agreement for Sale template and to publish only the RERA Collection Account number wherever bank details are mentioned. The directive is immediate, transversal to all project documentation, and framed as a condition precedent to lawful execution and registration.

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Legal pedigree

The circular gives administrative life to paragraph 21.2(11) of the Supreme Court's composite order in Civil Appeal Nos. 3826 of 2020, 540 of 2021 and 5496 of 2025, which lamented the ease with which unverified addenda and multiple bank accounts sidestep regulatory oversight. Section 37 of the parent Act empowers the Authority to issue directions "necessary for securing compliance", while Rule 9 of the Chhattisgarh Rules, 2016 already supplies a concise 33 clause standard form. The new instruction therefore marries judicial concern with existing subordinate legislation, creating a procedural filter that must be crossed before any sale agreement becomes enforceable.

"Notarisation" protocol

Rule 9's Annexure-A is now the immutable baseline. If a promoter wishes to insert additional covenants ie., penal interest, construction milestones, forfeiture, amenities promises or even a single line on maintenance charges et al., the extra text must first be "notarised" by the competent Revenue Authority. This step is compulsory pre-execution; the agreement cannot be placed before the allottee for signature until the competent Revenue Authority endorsement is embossed on every non-standard page. The same discipline governs post-registration variations: where a project is already registered but a subsequent buyer negotiates a bespoke rider, that rider must be notarised and the authenticated copy filed with CG-RERA before the agreement is signed. By extending the obligation beyond the registration threshold, the Authority has closed the habitual loophole of registering a skeletal deed and later slipping in supplementary sheets.

Consequences of omission

An agreement presented without the requisite notarial certificate will be treated as non-compliant. The Authority may refuse to accept the document for registration, suspend or revoke the project's registration, levy monetary penalties as per law. The circular warns that "appropriate action as per law" will follow, signalling that promoters can no longer treat extra clauses as informal collateral understandings.

Single collection account mandate

Parallel to the "notarisation" requirement, the circular outlaws the simultaneous circulation of any bank coordinates other than the RERA Collection Account. The obligation is medium-neutral: sale deeds, allotment letters, cost sheets, brochures, website banners and social-media inserts must display only the statutory account number and IFSC. The objective is to funnel every advance, instalment or deposit into the account already integrated with the Authority's dashboard, thereby permitting real-time

reconciliation with utilisation certificates. Any reference, however fleeting, to an escrow, partnership or group company account is declared a contravention inviting the same menu of penalties.

Operational timeline

The instruction is immediate. Agreements awaiting execution must carry the certification seal and the sole account reference before they are tendered to CG-RERA. Projects already registered but still marketing inventory must, within seven days, purge every document and advertisement that bears an alternative account number. Existing agreements remain valid, but any fresh breach occurring after the cut-off date will be prosecuted.

Concluding paragraph

Circular No. 139 thus converts the Agreement for Sale from a negotiable draft into a tightly scripted instrument whose every deviation is publicly attested and whose monetary destination is uniquely identifiable. Promoters gain certainty that creativity in drafting must pass through a Revenue Authority's seal; buyers gain the comfort that their payments can travel only into a regulator-monitored channel. In the architecture of RERA, the directive is both a compliance accelerator and a consumer shield, giving practical teeth to the legislative promise of transparency.

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