



REAL ESTATE

Rajasthan REAT Directs Registration of “Krish Seasons” as an Ongoing Project and Remands Allottee’s Refund Claim for Fresh Adjudication

<p>Introduction The Rajasthan Real Estate Appellate Tribunal, in *Jasbinder Kaur v. Crystal Buildtech Pvt. Ltd. and Another*, has directed the promoter to register the residential project known as “Krish Seasons” as an ongoing project under Section 3 of the Real Estate (Regulation and Development) Act, 2016 (“RERA Act”). The Tribunal examined whether the promoter could [...]</p>

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Introduction

The Rajasthan Real Estate Appellate Tribunal, in *Jasbinder Kaur v. Crystal Buildtech Pvt. Ltd. and Another*, has directed the promoter to register the residential project known as “Krish Seasons” as an **ongoing project under Section 3 of the Real Estate (Regulation and Development) Act, 2016** (“RERA Act”). The Tribunal examined whether the promoter could rely upon a communication dated 13 November 2017 issued by the Registrar of the Rajasthan Real Estate Regulatory Authority (“Raj-RERA”) to claim exemption from mandatory registration.

The communication had proceeded on the basis that lease deeds had been issued in respect of certain group-housing plots identified as GH1 to GH5. Upon examining the relevant documents, the Tribunal found that the plotted development forming part of “Krish Seasons” did not fall within the land covered by the lease deeds relied upon for claiming exemption. It further observed that no lease deed or patta issued by a local authority in favour of the allottees of “Krish Seasons” had been produced on record.

The Tribunal therefore held that “Krish Seasons” was liable to be registered under Section 3 of the RERA Act and directed the promoter to complete the registration within 45 days. However, the Tribunal did not directly decide the allottee’s claim for cancellation, refund, and delay interest. Those issues were remanded to Raj-RERA for adjudication after providing an opportunity of hearing to both parties.

The decision is significant because it emphasises that an **exemption from registration** under the RERA framework must be established on the basis of the statutory conditions applicable to the specific project. A promoter cannot rely upon title documents or lease deeds relating to a different component of a larger development to avoid registration of an ongoing project.

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Background of the Dispute

The Land and the Project

Crystal Buildtech Pvt. Ltd., the promoter, had purchased **agricultural land** admeasuring approximately 76,000 square metres bearing Khasra Nos. 359, 360, 361 and 499/451. The land was subsequently converted for residential use, and a layout plan was approved by the Urban Improvement Trust, Bhiwadi. The promoter launched a residential scheme under the name “Krish Seasons.”

The appellant, Jasbinder Kaur, booked Plot No. 98, described as a corner and park-facing plot, in the project. A provisional allotment letter dated 27 May 2014 was issued in her favour. Subsequently, an allotment agreement dated 29 October 2014 was executed for a plot admeasuring 106.89 square yards.

Sale Consideration and Possession Timeline

The total sale consideration was **₹22,27,589**, out of which the allottee paid ₹21,20,006. Under the agreement, possession was required to be delivered within 24 months from the commencement of construction, with an additional grace period of six months.

The date referred to in the judgment for delivery of possession was 29 April 2017. According to the allottee, despite substantial payment of the sale consideration, the progress of the project remained unsatisfactory and possession was not delivered within the agreed period.

Dispute Concerning Registration Under the RERA Act

The central dispute concerned whether “Krish Seasons” was liable to be registered as an **ongoing project under Section 3 of the RERA Act**. After the commencement of the RERA framework, the promoter relied upon a communication dated 13 November 2017 issued by the Registrar of Raj-RERA. The communication stated that registration of “Krish Seasons” did not appear to be necessary because lease deeds had been issued by the local authority in relation to GH1 to GH5.

The allottee disputed the validity and applicability of this communication. She contended that it was merely an opinion expressed by the Registrar and not a reasoned order passed by the Regulatory Authority. She further argued that the lease deeds relating to GH1 to GH5 had no direct connection with the plotted development forming part of “Krish Seasons.”

The allottee also relied upon documents obtained under the **Right to Information Act** and an independent auditor's report to contend that the promoter had bifurcated the development and sought to treat “Krish Seasons” differently from another project known as “Krish Nikunj.”

Earlier Proceedings Before the Tribunal

Appeal No. 106 of 2022

The allottee had previously filed **Appeal No. 106 of 2022** challenging the communication dated 13 November 2017. In that proceeding, the Tribunal observed that the communication could not be treated as an order passed by the Regulatory Authority or the Adjudicating Officer for the purposes of Section 44 of the RERA Act. The Tribunal therefore did not decide the merits of the alleged exemption.

Instead, the allottee was granted liberty to approach Raj-RERA for appropriate redressal.

Complaint Before Raj-RERA

Pursuant to that liberty, the allottee filed a complaint before Raj-RERA seeking, inter alia:

1. quashing of the communication dated 13 November 2017;

2. registration of “Krish Seasons” under Section 3 of the RERA Act;
3. refund of the amount deposited by her with interest; and
4. protection against cancellation of the allotted plot.

Raj-RERA rejected the allottee’s claim by its order dated **31 January 2024**. Aggrieved by that decision, the allottee preferred the present appeal before the Rajasthan Real Estate Appellate Tribunal.

Contentions of the Appellant-Allottee

The allottee contended that the project was required to be registered under the RERA Act because it was an **ongoing project** and no completion certificate had been obtained. She argued that the promoter had failed to deliver possession within the period specified in the allotment agreement despite having received ₹21,20,006 out of the total sale consideration of ₹22,27,589.

The allottee submitted that the communication dated 13 November 2017 was not a legally sustainable exemption certificate. According to her, it was merely an opinion letter issued by the Registrar in response to a communication from the promoter. It did not contain reasons and could not be treated as a decision of the Regulatory Authority. The allottee further contended that the Registrar had no authority to issue an exemption certificate under the RERA Act or the applicable regulations.

Distinction Between “Krish Seasons” and “Krish Nikunj”

A substantial part of the allottee’s case concerned the distinction between “Krish Seasons” and “Krish Nikunj.” According to her:

- “Krish Seasons” consisted of **plotted development**;
- “Krish Nikunj” and “Krish Nikunj Phase-II” involved group-housing development;
- the developments shared common approvals, environmental clearances, infrastructure, and development works;
- the projects were governed by the same layout plan approved by UIT Bhiwadi; and
- the promoter had registered “Krish Nikunj” under the RERA Act while claiming exemption for “Krish Seasons.”

The allottee relied upon documents obtained under the RTI Act and the independent auditor’s report to argue that the lease deeds concerning GH1 to GH5 did not relate to the plotted portion of “Krish Seasons.” She also contended that a subordinate rule could not override the statutory requirement of registration under Section 3 of the RERA Act.

On the basis of these submissions, the allottee sought registration of the project and refund of the amount paid by her, together with delay interest.

Contentions of the Promoter

Preliminary Objection on Maintainability

The promoter raised a preliminary objection to the **maintainability of the appeal**. It argued that the Tribunal lacked jurisdiction because “Krish Seasons” was neither registered nor required to be registered under the RERA Act. According to the promoter, the project fell within the exemption provided under Explanation (vi) to Rule 4(5) of the Rajasthan Real Estate (Regulation and Development) Rules, 2017.

The promoter contended that only ongoing projects falling within the statutory requirements were required to be registered. It submitted that completed or exempted projects were outside the scope of mandatory registration.

Reliance on the Exemption Communication

The promoter relied upon the communication dated 13 November 2017 and contended that Raj-RERA had already determined that registration of “Krish Seasons” was not required. It also referred to a **subsequent communication dated 3 January 2018**, which, according to the promoter, reaffirmed the exemption.

The promoter submitted that the project had commenced and substantially progressed before the RERA Act came into force. It argued that the allottee had failed to produce sufficient material to establish that the project was mandatorily registrable.

The promoter further contended that relief under Section 18 of the RERA Act, including refund and interest, could not be granted unless the project was governed by the Act. According to the promoter, the RTI documents relied upon by the allottee related to “Krish Nikunj,” which was a separate registered project, and did not advance the allottee’s case regarding “Krish Seasons.”

Stand of Raj-RERA

Raj-RERA supported the order dated 31 January 2024. It contended that “Krish Seasons” had been validly exempted from registration under **Explanation (vi) to Rule 4(5)** of the Rajasthan RERA Rules, 2017. According to Raj-RERA, the exemption communication had been issued after scrutiny of the relevant material.

Raj-RERA further submitted that the relevant rule had not been declared unconstitutional by any court and therefore remained legally operative.

With respect to “Krish Nikunj,” Raj-RERA acknowledged that it had been registered but submitted that it was a separate project. It argued that two different types of development could legally exist on the same land if they belonged to distinct categories. Raj-RERA also maintained that its earlier order rejecting the allottee’s complaint did not require interference.

Questions Framed by the Tribunal

The Tribunal framed the following **two questions** for consideration:

1. Whether the promoter’s project, “Krish Seasons,” was required to be registered under Section 3 of the RERA Act in light of Explanation (vi) to Rule 4(5) of the Rajasthan RERA Rules, 2017 and the communication dated 13 November 2017 issued by the Registrar of Raj-RERA.
2. If the project was liable to be registered, whether the allottee was entitled to refund of the deposited amount with delay interest.

Examination of the Alleged Exemption Communication

The Tribunal examined the communication dated 13 November 2017, which formed the basis of Raj-RERA’s conclusion that registration was not required. The Tribunal observed that Raj-RERA’s order dated 31 January 2024 had stated that the **original file** relating to the exemption had been retrieved and examined.

However, documents placed before the Tribunal indicated that the original file was missing. The Tribunal referred to a letter dated 7 August 2025 issued by the then Registrar of Raj-RERA to the Station House Officer, Ashok Nagar Police Station, Jaipur. The letter recorded that the file had gone missing during the shifting of the RERA office in 2019 and that it was difficult to ascertain responsibility for the loss.

In view of this material, the Tribunal questioned the basis on which Raj-RERA had stated that the original file had been retrieved and examined before passing the order dated 31 January 2024.

Inadequacies Identified in the Impugned Order

The Tribunal found that the impugned order did not adequately explain:

- what record had been retrieved;
- whether the Registrar’s communication dated 13 November 2017 had been issued pursuant to any order passed by the Regulatory Authority;
- what documents had been examined;
- how the **exemption conditions** were satisfied; and
- why “Krish Seasons” was treated as a project not liable to registration.

The Tribunal held that Raj-RERA ought to have examined and discussed the factual and legal aspects of the matter before arriving at its conclusion.

Interpretation of Explanation (vi) to Rule 4(5)

Explanation (vi) to Rule 4(5) of the Rajasthan RERA Rules, 2017 excludes certain ongoing projects from registration where competent authorities or local bodies have started issuing lease deeds for plots by organising camps or otherwise in township schemes. The Tribunal examined whether the lease deeds relied upon by the promoter satisfied this condition.

The communication dated 13 November 2017 referred to lease deeds issued by UIT Bhiwadi for GH1 to GH5. These lease deeds had been issued in favour of the promoter. However, the Tribunal found that the plotted development under “Krish Seasons” did not form part of GH1 to GH5.

Findings From the Independent Auditor’s Report

The independent auditor’s report indicated that:

- booking amounts had been collected from buyers for both phases of the integrated residential scheme;
- the plotted development under “Krish Seasons” consisted of **small plots on land not forming part of GH1 to GH5**; and
- flats under “Krish Nikunj Phase-I” had been developed on GH1 to GH3.

Tribunal’s Legal Conclusion on the Exemption Provision

The Tribunal observed that the lease deeds for GH1 to GH5 were title documents issued in favour of the promoter for development purposes. They were not lease deeds or **pattas issued by the local authority in favour of the allottees** of “Krish Seasons.”

The Tribunal held that interpreting the exemption provision in a manner that treated the promoter’s title documents as sufficient would frustrate the purpose of the RERA Act. It emphasised that the RERA Act was enacted to regulate the real-estate sector, promote transparency, protect consumers, and provide an effective adjudicatory mechanism for speedy redressal of disputes.

Finding on Mandatory Registration

The Tribunal found that no **completion certificate** for “Krish Seasons” had been produced. It also found that the lease deeds relied upon for exemption did not relate to the plotted development forming part of “Krish Seasons.”

The Tribunal therefore concluded that “Krish Seasons” was liable to be registered as an ongoing project under Section 3 of the RERA Act. The first question was accordingly decided in favour of the allottee.

Finding on Refund and Delay Interest

The allottee had sought refund of **₹21,20,006 with delay interest**. However, the Tribunal did not finally decide whether the allottee was entitled to refund, cancellation of allotment, or interest.

It observed that Raj-RERA had not adjudicated the ancillary issues relating to cancellation of the allotted unit and refund with delay interest. Since the Tribunal had held that the project was liable to be registered, those issues were required to be examined by Raj-RERA in the first instance.

The Tribunal therefore **remanded the matter to Raj-RERA** for adjudication of the ancillary issues after giving both parties an adequate opportunity of hearing.

Operative Directions

The Tribunal **allowed the appeal with costs** and set aside the order dated 31 January 2024 passed by Raj-RERA. It issued the following directions:

1. Crystal Buildtech Pvt. Ltd. was directed to register “Krish Seasons” as an ongoing project under Section 3 of the RERA Act within **45 days**.
2. If the promoter failed to register the project within the stipulated period, Raj-RERA was granted liberty to take action against the promoter in accordance with law.
3. The issues relating to cancellation of the allotted unit and refund with delay interest were remanded to Raj-RERA for adjudication.
4. Raj-RERA was directed to provide sufficient opportunity of hearing to both parties and decide the ancillary issues in accordance with law at the earliest.
5. The parties were directed to appear before Raj-RERA on the date specified in the order.
6. Pending applications, if any, were closed.

Significance of the Judgment

The judgment is important for the interpretation and enforcement of the **registration requirement under the RERA Act**.

Exemption Must Relate to the Specific Project

The Tribunal made it clear that **exemption from registration** cannot be established by relying upon documents that relate to a different component of a larger development.

The lease deeds for GH1 to GH5 related to group-housing plots. The plotted development forming part of “Krish Seasons” was situated on different land. The promoter could not rely upon lease deeds concerning the GH plots to claim exemption for the plotted project.

Promoter’s Title Documents Are Not Equivalent to Pattas Issued to Allottees

The Tribunal distinguished between **title documents issued in favour of a promoter** and lease deeds or pattas issued by a local authority to allottees under a township scheme.

This distinction is central to the interpretation of Explanation (vi) to Rule 4(5). Treating a promoter’s title documents as sufficient to claim exemption would dilute the statutory protection available to allottees.

Regulatory Orders Must Be Supported by Reasons and Verifiable Records

The Tribunal questioned the basis of Raj-RERA’s conclusion that the exemption file had been retrieved and examined when documents indicated that the **file had been missing**.

The decision underscores the need for regulatory authorities to pass reasoned orders based on identifiable and verifiable records.

Registration Is a Foundational Obligation

The Tribunal treated **registration as a foundational requirement** under the RERA framework.

Where a project is ongoing and no valid exemption is established, the promoter must register the project. The absence of registration cannot itself become a defence to the exercise of regulatory jurisdiction.

Refund Claim Requires Separate Adjudication

The Tribunal adopted a **procedurally balanced approach** by distinguishing between the issue of registration and the allottee’s monetary claim.

Although it held that the project was registrable, it did not automatically direct refund. Instead, it remanded the refund and delay-interest issues to Raj-RERA for adjudication after hearing both parties. This ensures that the allottee’s claim is examined on its merits while preserving the promoter’s right to be heard.

Conclusion

The Rajasthan Real Estate Appellate Tribunal held that “Krish Seasons” was liable to be registered as an **ongoing project under Section 3 of the RERA Act**. The promoter’s reliance upon the communication dated 13 November 2017 was insufficient because the lease deeds referred to in that communication related to GH1 to GH5 and did not establish that lease deeds or pattas had been issued in favour of the allottees of the plotted development under “Krish Seasons.”

The Tribunal directed the promoter to register the project within 45 days and permitted Raj-RERA to take action in accordance with law in case of non-compliance. At the same time, the Tribunal remanded the allottee’s claim for cancellation, refund, and delay interest to Raj-RERA for fresh adjudication.

The judgment reinforces the **consumer-protection purpose of the RERA Act** and clarifies that statutory exemptions from registration must be narrowly examined on the basis of the specific facts and documents relating to the project concerned.

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Related Practice Areas

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