BEFORE THE HARYANA REAL ESTATE APPELLATE TRIBUNAL, CHANDIGARH

Appeal No. 1226 of 2025
Date of Decision: May 22, 2026

M/a Inspire Parking Nest Pvt. Ltd., through authorised representative Sh. Satyendra Nath Tiwari, s/o Sh. Amar Nath Tiwari, Adani House, Plot no. 83, Sector-32, Institutional Area, Gurugram.

...Appellant

Versus

Haryana real estate Regulatory Authority, Gurugram, through Secretary.

...Respondent

Argued by: Mr. Amit Jhanji, Senior Advocate assisted by Mr. Himanshu Arora, Advocate for the appellant.

Mr. Puneet Bali, Sr. Advocate assisted by Mr. Dhruv Lamba, Advocate, Ms. Rena Kumari, Advocate, Mr. Anmol Advocate, for the respondent.

Coram:

Justice Rajan Gupta **Chairman**

Dinesh Singh Chauhan **Member (Technical)**

ORDER

RAJAN GUPTA, CHAIRMAN

Present appeal is directed against impugned order dated 30.10.2025, passed by the Authority[1]. Operative part thereof reads as under:

> *"**10. Directions of the Authority:** In view of the foregoing, since the application for registration dated 08.04.2025 submitted by M/s Inspire Parking Nest Pvt. Ltd. (a Special Purpose Vehicle of M/s Adani Infrastructure and Developer Pvt. Ltd.) is based on a concession agreement that is revocable in nature, the title to the land remains vested with HSVP, coupled with the fact that the Applicant does not intend to sell any units of the project to the public, the proposed Infrastructure does not qualify as a "real estate project"*

[1] Haryana Real Estate Regulatory Authority, Gurugram

within the meaning of Section 2(zn) of the Act. Consequently, the Applicant does not fall within the definition of a "promoter" as defined under Section 2(zk) of the Act. Accordingly, the Authority holds that the present application for registration under Section 4 of the Real Estate (Regulation and Development) Act, 2016, is not maintainable, being inconsistent with the statutory framework as in the present case, the provisions of the Act are not applicable as delineated hereinabove, the Authority decides to reject and return the application with the following direction:

(1) The registration fee deposited by the Applicant shall be returned to M/s Inspire Parking Nest Pvt. Ltd.

(ii) The processing fee deposited is hereby forfeited."

2. Learned counsel for the appellant has assailed the impugned order on several grounds, primarily contending that the impugned order is not in consonance with the object of the statute, which seeks to regulate the real estate sector in the interest of consumers. The scheme of the Act[2] is regulatory and protective in nature and thus, its provisions must receive purposive and liberal construction so as to advance the object behind that. Attention of the Tribunal is invited to the definitions of 'allottee' contained in Section 2 (d); 'building' in section 2(j); 'apartment' in section 2(e); 'promoter' in section 2 (zk) and 'real estate project' in section 2(n) to emphasize that the project of the appellant falls within in the ambit of the Act. Sections 3 (2) and 11 of the Act are also referred to argue that the project of the appellant qualifies to be a real estate project and the order passed by the Authority is not legally correct.

3. It has further been contended that as per concession agreement granted to the appellant by Haryana Shehri Vikas Pradhikaran (for short, 'HSVP') for a period of 33 years in terms of the clause 12.5 of the said agreement, the appellant holds its rights to continue till HSVP can lease the property to third party. It has also been

[2] The Real Estate (Regulation and Development) Act, 2016

argued that as per Section 2 (q) of Haryana Urban Development Authority, 1977, the appellant is an occupier which includes a person who occupies land or building sold, leased or transferred in any manner whatsoever. The appellant, being occupier of the land in question, is entitled to get registered under the Act. Reliance has also been placed by the appellant on the judgment of Division Bench of Madras High Court in ***WA. No. 1723 of 2023- The Real Estate Regulatory Authority Vs. S.M. Syed Abdul Khadir Mutawalli and other connected matter*** decided on 09.06.2025 wherein, the High Court, in somewhat similar circumstances, held that registration under the Act can be done considering the scheme thereof.

4. The arguments raised by the counsel for the appellant have been controverted by Sh. Puneet Bali, Senior Advocate appearing on behalf of the respondent.

5. Having heard learned counsel for the parties and perused the record, we proceed to deal with the question involved in the present appeal. It is important to find out that the real status of the appellant is flowing from the concession agreement it has with HSVP. As per acceptance letter dated 14.10.2022 to the proposal invited by HSVP pursuant to E-tender dated 23.11.2021, the appellant, being a Special Purpose Vehicle of M/s Adani Infrastructure and Developer Pvt. Ltd., the obligation of the appellant is to design, finance and construct a multi-level parking. It has right to permit/allow and charge for advertisement/hoarding and the revenue generated from it is to be shared equally between concessionaire, i.e. HSVP and MCG/ULB department. The construction is required to be completed within 21 months; in case of failure of which there is provision for penalty of 50% of the license fee for the first three months of the stipulated time which can be enhanced upto 100% if delay occurs beyond specified period. Upon expiry of 33 years of concession period, the infrastructure would

revert to HSVP. The agreement is revocable in terms of Article 2.2 of the concession agreement. The concessionaire has right to enter into license agreement in the form set-out in Schedule 13 in respect of commercial facilities. The project site and the facilities would continue to vest in HSVP. The concessionaire has no right to create an encumbrance on the project site or the project facilities except as set-forth in the agreement.

6. A keen perusal of the statutory provisions, more particularly the definition of 'promoter' shows that there is element of transfer of a plot, apartment or building by way of sale, free-hold or lease hold. The prime question to be determined is whether there is element of transfer of the plot, apartment or building involved vis-a-vis HSVP and appellant and the rights vested in appellant for any further sale or transfer by way of lease hold or otherwise. The facts of this case clearly show that status of appellant is that of an entity to develop the infrastructure, i.e., multi-level parking-cum-commercial infrastructure, build, operate and transfer the same to HSVP after a specified period of time. For the investment made by the appellant, a commercial component of 30% of the maximum permissible FAR is allowed besides the component of revenue generated through advertisement is to be shared equally by appellant, HSVP and MCG/ULB. The concession agreement is determinable, at the instance of HSVP. The entire infrastructure would continue to vest in HSVP. The appellant being concessionaire has no right to further transfer by sale, lease or otherwise any part of the property/commercial infrastructure. The status of the appellant is that of an investor for raising infrastructure for HSVP and to recover its investment from the operation of the said parking lot and licencing out the commercial spaces, part of the infrastructure so developed. Hence, the status of appellant is not more than that of a licensee. The basic requirement of the Act to qualify as a 'promoter' is altogether missing in the case of appellant.

7. We have also gone through the judgment of ***The Real Estate Regulatory Authority Vs. S.M. Syed Abdul Khadir Mutawalli and other (supra).*** In the said case, the High Court examined whether registration under the Act is mandatory for real estate projects involving lease agreements of less than 30 years, focussing on the interpretation of relevant provisions of the Act and Stamp Act and their applicability to leasehold properties. The facts of said case were that the petitioner owned land in Zamin Pallavaram, Chennai, developed into a commercial complex with planning permission valid till 2025, intending to rent out units after obtaining completion certification, and not to sell or lease units for more than 30 years. The Tamil Nadu Real Estate Regulatory Authority initially directed that the project did not require registration as it was for own use; later, it directed the Sub Registrar to refuse registration of lease deeds, citing non-compliance with the Act. The Court analyzed whether lease agreements under 30 years fall within the scope of the Act, considering definitions of 'allottee' and 'promoter,' and concluded that the Act primarily regulates sale transactions and not short-term lease agreements. It was held that the provisions of the Act are not intended to regulate lease agreements of less than 30 years, emphasizing that registration is linked to sale transactions, and that lease agreements for shorter durations do not trigger mandatory registration as per provisions of Stamp Act in respect of Tamil Nadu. The Act aimed to balance consumer protection and promoter responsibilities. It promotes transparency, accountability, and standardization in real estate transactions. The Act applies not only to sales but also to long-term leases, including perpetual leases. The definition of 'allottee' includes leasehold rights, extending the Act's applicability. The scope of the Act was guided by the Stamp Act, which stipulates stamp duty rates based on lease tenure which is clearly distinguishable. The facts of this case are altogether different than the fact involved in the said case. Thus,

the judgment in ***S.M. Syed Abdul Khadir Mutawalli's case (supra)*** is not applicable.

8. We are therefore of the considered view that the order passed by the Authority is legally justifiable. The instant appeal is devoid of merits and is here by dismissed.

9. Copy of this order be sent to parties/their counsel and the Authority for compliance.

10. File be consigned to the records.

Justice Rajan Gupta
Chairman
Haryana Real Estate Appellate Tribunal

Dinesh Singh Chauhan
Member (Technical)

May 22, 2026
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