ISU Journal of Law (ISSN: 3079-7586 & E-ISSN: 3079-7594)

Volume: 01, Issue: 01, 2026 Web: www.isu.ac.bd/journal

RESEARCH ARTICLE

Regulating Real Estate in Bangladesh: A Comparative Analysis of Bangladesh's Real Estate Development and Management Act and India's Real Estate (Regulation and Development) Act, 2016

Fahmin Chowdhury[1], Mariha Mahboob,[2] Abue Jawfore Taufique Ahamed Ahade[3]

[1] Lecturer, Department of Law, Bangladesh University of Professionals

[2] Lecturer, Department of Law, ZNRF University of Management Sciences

[3] Lecturer, Department of Maritime Law and Policy, Bangladesh Maritime University

ABSTRACT

The Real Estate Development and Management Act, 2010 (REDMA) of Bangladesh and the Real Estate (Regulation and Development) Act, 2016 (RERA) of India are intended to regulate the real estate sector via improved transparency and accountability. The main objective of this study is to analyze the REDMA and RERA to point out REDMA's deficiencies as a regulatory mechanism for the real estate sector of Bangladesh and provide reform measures that would help improve consumer protection. This study uses a comparative legal analysis methodology in which the legal frameworks, their enforcement mechanisms, and the provisions for consumer protection in the Acts are compared. In particular, the REDMA is compared with regard to the developer registration and project approval process is compared with the project-wise registration of RERA.

ARTICLE HISTORY

Received: May, 2026

1st Revision: June, 2026

Accepted: August, 2026

Online Publication: September, 2026

KEYWORDS

Real Estate, Dispute Resolution, Accountability, Transparency

1. Introduction

The real estate industry in Bangladesh has undergone tremendous development in the last two decades owing to urbanization and population growth in Dhaka. But at the same time, there have been numerous fraudulent activities in relation to real estate, along with uncoordinated construction, poor quality of construction materials and a lack of accountability among developers. Consumers suffer from exploitation via fake ownership papers, delays in delivery of property, and failure to provide utilities. The Real Estate Development and Management Act, 2010 (REDMA) was introduced to regulate these issues through provisions for developer registration, project approval and disclosure of documents but has been found to be quite ineffective owing to its weak implementation, unclear complaint

[1] Corresponding Author: Fahmin Chowdhury, Lecturer, Department of Law, Bangladesh University of Professionals

[2] Mariha Mahboob, Lecturer, Department of Law, ZNRF University of Management Sciences

[3] Abue Jawfore Taufique Ahamed Ahade, Lecturer, Department of Maritime Law and Policy, Bangladesh Maritime University

procedure and lack of consumer protection mechanisms, especially an escrow account.

A comparative analysis between India's Real Estate (Regulation and Development) Act, 2016 (RERA) and REDMA is essential because India too had faced problems in the real estate market before the passage of the RERA bill, after which independent regulatory authorities, project-wise registration and a special redressal forum for disputes were formed. The purpose of this research is to examine the regulatory systems of REDMA and RERA and the consumer protection mechanisms of these two regulatory bodies, to point out the weaknesses of REDMA and to make suggestions for improving the regulation of the real estate market in Bangladesh. It turns out that REDMA, being developer-focused, does not provide effective consumer protection, whereas RERA's comprehensive approach provides much better consumer protection.

2. Methodology

The present study utilizes a qualitative comparative method to analyze the regulatory laws of real estate development and management in both Bangladesh and India. The main resources of this study include the Real Estate Development and Management Act (REDMA) of Bangladesh, 2010 and the Real Estate Regulation and Development Act (RERA) of India, 2016, which are analyzed in terms of their provisions on registration process, consumer protection laws, dispute resolution, and penalty clauses. Academic journals have been used to support the study from a doctrinal perspective. There is no empirical data collection involved in the research process.

2.1. Why India's RERA Represents a Superior Regulatory Standard

RERA (2016) from India stands out as an ideal benchmark for comparison because of the identical failures in the real estate markets in both countries such as cases of developer fraud, delayed projects, and consumer exploitation that still persist in Bangladesh despite the existence of REDMA. Such a comparison is thus valid based on the common developmental issues experienced in both jurisdictions. Before RERA, there were many structural weaknesses in the Indian real estate market, such as an overburdened bureaucracy, inadequate enforcement, and a lack of consumer safeguards, which were all effectively remedied by RERA via project-based registration, mandatory escrow accounts, independent regulatory institutions, and special tribunals to resolve disputes.[4] In addition, both countries have similar pressure to urbanize, a legal history of colonial rule, and are facing similar challenges due to being emerging economies, rendering RERA an institutional solution relevant for Bangladesh.

[4]Ar.S.Abinaya, Ar.Vilasinisuman, Ar.Z.FathimaTaskeen, 'Real Estate Sector in India And Impact of RERA' (2021) Vol 7 Issue 7 IJSART <https://www.researchgate.net/publication/354269940_Real_Estate_Sector_in_India_And_Impact_of_RERA> accessed 24 June 2026.

3. Literature Review

The question of the regulation of the real estate industry in South Asia has become the object of scientific research due to the urbanization process, housing deficit and other governance problems in the region. The neighboring countries, such as Bangladesh and India, which have gone through a similar developmental path, have developed different legislative frameworks for the regulation of their real estate markets, namely REDMA 2010 in Bangladesh and RERA 2016 in India. In spite of the similarity of the objectives of these two legislations that aim at ensuring accountability of the developers and consumers' protection, these legislations differ in their structure, institutions and implementation mechanisms. This paper aims to conduct a literature review on the topic to determine the areas for comparative legal research.

3.1. Bangladesh's Real Estate Sector: Legislative Framework and Urbanization Context

The regulatory history of real estate in Bangladesh has evolved through a series of interconnected legal and policy instruments aimed at addressing rapid urbanization and rising housing demand.[5] The framework begins with the National Housing Policy 1993, which established broad objectives for accessible housing and affordable land, particularly for low- and middle-income groups, though it lacked binding legal force. Scholarly analysis of the sector notes that although the Bangladesh National Building Code 1993 existed, enforcement remained weak, and many developers failed to comply with it, exposing consumers to various risks.[6] Accordingly, the Private Residential Land Development Rules 2004 were introduced under RAJUK to regulate land development for private residential projects located within master-plan areas. In 2009, the caretaker government enacted the Real Estate Management Ordinance 2009, bringing developers under statutory regulation for the first time. The Ordinance, however, faced strong resistance from the Real Estate and Housing Association of Bangladesh (REHAB), whose organized movement against its provisions ultimately forced its withdrawal. In response, the government enacted the Real Estate Development and Management Act 2010 (Act No. 48 of 2010), which introduced mandatory developer registration, compliance with approved designs, project completion deadlines, and formal deed-handover procedures. Researchers examining the sector have observed that this Act marked a significant

[5]Muhammad Saifuddin Khan and Suborna Barua, 'The Dynamics of Residential Real Estate Sector in Bangladesh: Challenges Faced and Policies Sought', (Journal of Management Studies, Department of Management Studies, University of Dhaka; December, 2009) <https://www.researchgate.net/publication/228122418_The_Dynamics_of_Residential_Real_Estate_Sector_in_Bangladesh_Challenges_Faced_and_Policies_Sought> accessed 27th July 2026

[6] Suborna Barua, Ali Haider Al Mamun Mridha and Rezwanul Huque Khan 'Housing Real Estate Sector in Bangladesh Present Status and Policies Implications', (ASA University Review, Vol. 4 No. 1, January–June, 2010) <https://www.researchgate.net/publication/286181851_Housing_real_estate_sector_in_Bangladesh_present_status_and_policies_implications> accessed 27th July 2026

shift toward institutionalized consumer protection, addressing longstanding disputes over title verification and project delivery. The Real Estate Development and Management Rules 2011 subsequently followed to operationalize these statutory requirements in greater procedural detail.[7] Finally, in 2017, the Ministry of Commerce mandated REHAB membership for all real estate developers, further consolidating industry self-regulation within the broader statutory framework.

Research into empirical legal studies conducted in recent years has provided much more depth to the critique of the efficacy of the Act. The findings of Antor from a case study on compliance with regulations in Mymensingh highlight the issues of non-compliance, land ownership conflicts, and systemic weaknesses in the functioning of secondary urban centers that make consumers highly vulnerable.[8] This is the context within which the problems of the REDMA fall under the scope of structural legal pluralism, which basically refers to multiple state and non-state legal systems coexisting in one area giving people, communities, and the state itself a range of justice options, challenging the state-centered view of law.[9]

3.2. Institutional Failures and the RAJUK Problem in Bangladesh

Despite all the legislative structure in place, there has been ample evidence of a very substantial implementation problem in the governance of real estate in Bangladesh. RAJUK, which is the main governing body for real estate, has always been the main concern. In their pioneering study on real estate governance in Dhaka, Sabet and Tazreen found that political influence and lack of clear mechanisms of enforcement are the main causes of regulatory failure as they discovered that in a survey among real estate companies' 97.6 percent of developers applying for building permission to RAJUK were approached for bribes.[10]

Transparency International Bangladesh's research supports this assertion from an organizational perspective. The research carried out by TIB, titled "RAJUK: Governance Challenges and Way Forward" indicated that corruption has become so deeply-rooted that it has become synonymous with irregularities, whereby the bribe payers enter into an obligatory tripartite relationship involving officials of

[7] Adv Shoaib 'Landowner's Guide To Real Estate Development: Bangladesh Law', (Legal Service India) <https://www.legalserviceindia.com/legal/article-21195-landowner-s-guide-to-real-estate-development-bangladesh-law.html> accessed 27th July 2026

[8] Ashim Paul Antor, 'Legal Issues in Mymensingh Real Estate: A Field Work Report on Regulatory Compliance and Enforcement Challenges' (2025) 12(2) Journal of South Asian Legal Studies 45, 48–52. < https://www.scribd.com/document/831751795/Anirban-Paul-23153507> accessed 24 June 2026.

[9] Brian Z. Tamanaha, 'Legal Pluralism Explained History, Theory, Consequences' (Oxford University Press)

[10] Daniel M. Sabet and Afsana Tazreen, 'Governing Growth: Understanding Problems in Real Estate Development in Dhaka, Bangladesh' (2015) 10(1) Journal of South Asian Development 1, 12. <https://journals.sagepub.com/doi/10.1177/0973174114567367> accessed 24 June 2026.

RAJUK and their fixers, where bribes are charged at fixed rates.[11] This entrenched systemic culture of bribery makes the REDMA merely nominal.

The literature has also found a structural conflict of interest at RAJUK, which is accused of being more concerned about its own development schemes than regulating the city. Author Lata goes one step ahead by placing RAJUK in a wider political economy context, asserting that RAJUK is infamous for being elitist and acting mainly in favor of the rich and private builders rather than the poor of the city.[12] The author, Mahmudul Aktar, contributes a perspective of public finance to the criticism of institutions by showing how the lack of regulation of land value changes makes the REDMA ineffective in preventing private developers from making gains at the expense of consumers.[13] These two articles combined demonstrate that even though the agency is independent, capable, and politically insulated, it is unable to implement regulations properly.

Poor enforcement has its impact even on breaches of zoning and building safety norms. Land price growth encouraged prospective developers to build on prohibited land identified by the Dhaka Metropolitan Development Plan, including flood areas, lakes, canals, and drains. Corruption within RAJUK and the misuse of rules and regulations significantly contributed to the uncontrolled and haphazard urban development of the megacity. The devastating consequences of poor regulatory enforcement reached their peak during the Rana Plaza tragedy in 2013, when more than 1,100 people died due to non-compliance with building norms and building on improper ground.[14]

3.3. RERA 2016 in India: Legislative Framework and Policies

India's RERA 2016 was introduced through an equivalent yet more consumer-centric legislative framework. Before the passage of the RERA Act, this sector had been plagued by systemic inefficiencies such as delays in projects, diversion of funds, and lack of an effective dispute resolution system. The sector was responsible for about 7% of India's GDP in 2018-19 and was expected to reach 13% by 2025.[15]

---

[11] Transparency International Bangladesh, RAJUK Mired in Corruption, Finds Study: TIB Urges to Form a Separate Influence-Free Regulatory Authority to Ensure Good Governance(2020) < https://www.ti-bangladesh.org/en/articles/story/6034> accessed 23 June 2026.

[12] Lutfun Nahar Lata, 'Neoliberal Urbanity and the Right to Housing of the Urban Poor in Dhaka, Bangladesh' (2020), 11(2) Environment and Urbanization Asia 163, 170.< https://www.researchgate.net/publication/343754675_Neoliberal_Urbanity_and_the_Right_to_Housing_of_the_Urban_Poor_in_Dhaka_Bangladesh> accessed 23 June 2026.

[13] Mahmudul Aktar, 'Public Investments in Large Urban Projects: Reassessment from Land Value Capture Perspective in Dhaka, the Capital City of Bangladesh' (2024) 16(1) Journal of Bangladesh Institute of Planners 89, 95–100.
<https://www.researchgate.net/publication/389575992_Public_investments_in_large_urban_projects_Reassessment_from_Land_Value_Capture_perspective_in_Dhaka_the_capital_city_of_Bangladesh> accessed 23 June 2026.

[14] Daniel M. Sabet and Afsana Tazreen, 'Governing Growth: Understanding Problems in Real Estate Development in Dhaka, Bangladesh' (2015) 10(1) Journal of South Asian Development 1, 12. <https://journals.sagepub.com/doi/10.1177/0973174114567367> accessed 24 June 2026.

[15] Dr.A.Shaji George, 'Evaluating India's Economic Growth: Challenges and Opportunities onthe Path to 5 Trillion Dollars', (2023) Partners Universal International Innovation Journal (PUIIJ)Vol 01 (06) <

The liability structure in relation to RERA has also attracted the interest of scholars who try to figure out how the real estate law in India holds individuals and groups of developers responsible for any defects in the building structures and delayed constructions and representation.[16] This strict system of accountability is in sharp contrast with the much less strict liability system in the REDMA, where the implementation of the obligations of the developers depends on regulatory discretion and not independent legal rights.

Moreover, the Act creates an independent system of adjudication. The RERA creates a Real Estate Regulatory Authority at the level of each state to regulate the industry and serves as a mechanism of adjudication for quick dispute resolution. This is a far stronger system of enforcement compared to anything that exists in the REDMA of Bangladesh.

3.4. Evidence from Empirical Research on RERA's Effect on Construction & Delivery

An important aspect of contemporary research on RERA is that there is a clear trend towards examining RERA through an empirical approach by analyzing the outcomes of the law. Vaghela, Tripathi and Jha have provided empirical evidence on how RERA compliance has structurally changed the timeframes for projects to be completed in major cities of India.[17] It is demonstrated that the introduction of compulsory escrow accounts, standardisation of projects, and periodic reporting have significantly changed the behavior of developers, resulting in improved financial discipline and higher rates of project completion. The empirical data provided in this paper are of great relevance for the comparative analysis in question, as they shift the emphasis from legislation to regulation, which does not take place in Bangladesh because of the ineffective enforcement of the REDMA.

3.5. Consumer Protection: A Comparative Deficit in Bangladesh

One common thread running through the literature is the lack of protection afforded to consumers under REDMA compared to RERA. Some of the examples of consumer grievances in the case studies from Bangladesh involve extremely serious issues such as fraud in the form of discrepancies between the promised area and the real area of the actual structure as well as the failure of the entire system of grievance redressal process, thus bringing out the inaccessibility and

https://www.researchgate.net/publication/376353164_Evaluating_India's_Economic_Growth_Challenges_and_Opportunities_on_the_Path_to_5_Trillion_Dollars> accessed 25 June 2026

[16] Vivek Kumar Meena, Dr. Mahendra Kumar Jangir and Dr. Rashmi Meena, 'A Study of the Real Estate (Regulation and Development) Act, 2016 with Special Reference to Personal and Joint Liability' (2025) 7(4) International Journal of Education Modern Management Applied Science & Social Science 187, 189. < https://inspirajournals.com/uploads/Issues/536515270.pdf> accessed 24 June 2026.

[17] Harshpalsinh Vaghela, Kamalendra Kumar Tripathi and Kumar Neeraj Jha, 'Impact of Implementing the Real Estate (Regulation and Development) Act in the Construction Industry' (2024) 16(4) Journal of Legal Affairs and Dispute Resolution in Engineering and Construction 310, 315–320. < https://ascelibrary.org/doi/full/10.1061/JLADAH.LADR-1255#con1> accessed 24 June 2026.

lack of responsiveness of the system, which is due to the lack of enforcement ability by RAJUK that makes the whole inspection process a joke. The RERA system gives priority to the interest of the home buyer. Home buyers should be entitled to know what they are paying for, how and when. Despite challenges in implementation, such an explicit focus on consumers, aided by the liability of the promoter, mandatory escrow accounts, and judicial supervision, constitutes a structural strength that outweighs the relatively weak protection offered under REDMA. Furthermore, the literature underscores the structural weakness in terms of the lack of affordable housing as something that neither regulatory structure has adequately addressed. The absence of financing for affordable housing in Bangladesh implies that formal mortgages are open only to the richest families in the country, with the rest depending on substandard housing. This problem has been attributed to issues with the institutional management of land in the country.[18]

4. Gaps in the Literature

Despite the detailed examination of the weaknesses in the implementation of REDMA regulations, the institutional corruption of RAJUK, and the relative strength of the legislative approach of RERA found in previous literature, there is still an important aspect of the two regulatory approaches that needs to be examined, which is the comparative study of the two systems with respect to institutional design, consumer protection, and enforcement. There has been only very limited work in the context of Bangladesh, and none in the context of RERA that is not jurisdiction-specific.

4.1. Core Provisions and Requirements of REDMA

The Real Estate Development and Management Act, 2010 (REDMA) is one of the main pieces of legislation in Bangladesh aiming to create a regulated real estate industry. The Act tries to put in place systematic development and management of properties, including residential, commercial, and industrial projects, and to address related problems for the purpose of increasing fairness and transparency. The provisions of the act are connected to the problems of real estate. Some of the provisions are-

a. Definition and scope

Section 2(12) of the act broadly defines real estate to include residential, industrial, and commercial or mixed plots, flats and apartments[19].

[18] Selim Raihan and others, Institutional Challenges in Land Administration and Management in Bangladesh (Economic Development & Institutions 2020) 12–18. <https://www.researchgate.net/publication/354648297_Institutional_Challenges_in_Land_Administration_and_Management_in_Bangladesh> accessed 25 June 2026.

[19] Lawvalley, "Understanding Real Estate in Bangladesh" <https://lawvalley.com.bd/real-estate-law-in-bangladesh-a-comprehensive-guide-for-homebuyers-agents-and-legal-professionals/> accessed 18th August 2025

b. Mandatory registration, approval and disclosure:

Before starting advertising activities for a project, the developers need to register with the concerned authority (for example, in Dhaka, with RAJUK). Noncompliance with this rule could mean a jail sentence of 2years or a fine of Tk 1 million[20]. Moreover, no developer may advertise or sign agreements without prior approval from the authority and must present approved documents to the buyers[21]. Developers must also provide a prospectus showing registration details, ownership documents, project approvals and design specifications before any agreement[22].

c. Penal provisions

i. The Act prescribes strict penalties for various offenses, including:
ii. Using substandard materials or deviating from approved designs: Up to 3 years' imprisonment or a fine of Tk 2 million[23].
iii. Failing to complete projects or breaching contracts: Up to 2 years' imprisonment or a fine of Tk 2 million[24].
iv. Failing to provide agreed-upon utilities: Up to 1 year of imprisonment or a fine of Tk 0.5 million[25].

d. Landowner Protections & Remedies

Landowners may sue for specific performance if developers breach agreements, and can claim rental compensation in case of delays (if stated in contract). Alternatively, arbitration can be used to resolve disputes through the Arbitration Act of 2001.[26]

e. Criminal Procedure & Filing

Offenses (Sections 19-30) are compoundable, bailable, and non-cognizable and typically dealt with in Magistrate Courts. Complaint procedure is explained in Section 36, which however, is not very clear.[27]

f. Criticisms and Loopholes of Bangladeshi Real Estate Law

Complaint procedure in Section 36 is not clear about whether complaints are to be made to the police, magistrates or regulators.[28] Inadequate consumer protection is yet another drawback of the Act, which is primarily focused on registration and

[20] Shahiduzzaman Khan, "Passage of real estate development bill"The Financial Express (Dhaka, 26th September 2010) < https://today.thefinancialexpress.com.bd/print/passage-of-real-estate-development-bill> accessed 20th August 2025
[21] Helemul Alam, "Registration with Rajuk-Realtors respond poorly" The Daily Star (Dhaka, 6th November 2010) <https://www.thedailystar.net/news-detail-161469> accessed 23rd August 2025
[22] (n 16)
[23] (n 18)
[24] (n 17)
[25] (n 18)
[26] Advocate Shoaib Rahman, "Landowner's Guide To Real Estate Development: Bangladesh Law" Legal Service India – Lawyers <https://www.legalserviceindia.com/legal/article-21195-landowner-s-guide-to-real-estate-development-bangladesh-law.html> accessed 24th August 2025
[27] Barrister Khan Khalid Adnan, "Penal sections under the real estate law" (Khan Saifur Rahman & Associates) <https://ksrabd.com/real-estate-law/> accessed 24th August 2025
[28] (n 24)

disclosure, but does not offer any provisions for refund or compensation to buyers of any abandoned project or in case of delay.[29] Another loophole in the Act is the lack of technical specifications along with punitive measures against substandard materials.

The developer-centric Power of Attorney (POA) gives too much power to developers with few restrictions on misuse other than the provision of 30 days' notice for revocation.[30] In addition, the lack of an independent regulator further contributes to the problem. RAJUK, the principal regulator, is overwhelmed and corrupt in contrast to India's RERA (2016), which created an independent real estate regulator.[31]

Delayed dispute resolution and the failure to take arbitration seriously as an alternative to litigation, with cases lingering in courts for years, dissuade owners and buyers from taking action.[32] Finally, the Act has an inherent bias towards regulating developers rather than protecting buyers and fails to provide necessary protections, such as the escrow arrangements of advance payments.[33]

The Real Estate Development and Management Act, 2010 is the law regulating the housing industry of Bangladesh. It suffers from poor implementation, inadequate complaint processes, non-bailable offenses, and no buyers' protections. The law has focused on registering developers rather than buyers and even lacks provisions of quality and dispute resolution. On the other hand, when compared to the RERA 2016 of India that created an independent regulator, escrow account provision, strict punishments, and buyers' protections, the law is more buyer-unfriendly than developer-unfriendly to date.

5. Comparison of RERA and REDMA

Real Estate (Regulation and Development) Act (RERA), which has been introduced in India, and Real Estate Development and Management Act (REDMA), introduced in Bangladesh, have made significant contributions toward creating an effective regulatory framework for the real estate market. Both pieces of legislation stress consumer protection, transparency, and accountability in the real estate sector. While both pieces of legislation have one common objective of safeguarding stakeholders through regulation, there are certain differences in the approaches used. For example, the Indian RERA emphasizes specialized supervision of projects, whereas the Bangladeshi REDMA uses existing authority and compliance approaches.

[29] (n 16)
[30] Lawfirm.com.bd, "Real Estate and Developer laws in Bangladesh" (November 15, 2023) <https://lawfirm.com.bd/real-estate-and-developer-laws-in-bangladesh/> accessed 25th August 2025
[31] TBS Report," Existing real estate law should be amended: Nasrul Hamid" The Business Standars (Dhaka 17 December 2020(<https://www.tbsnews.net/companies/real-estate/existing-real-estate-law-should-be-amended-nasrul-hamid-173104> accessed 25th August 2025
[32] (n 23)
[33] (n 16)

5.1. Consumer Protection and Transparency

Section 11 of the RERA Act basically gives a glimpse of ideas, providing some functions and duties of promoters so that the consumers' rights remain protected. The promoter, upon receiving login credentials, must create a web page on the Authority's website detailing the project's registration, quarterly updates on bookings, approvals, and status[34], and prominently include the Authority's website and registration number in advertisements[35]. At booking, the promoter must provide sanctioned plans and completion schedules[36], fulfil all obligations until conveyance, including structural defect liabilities post-transfer[37], obtain completion or lease certificates, maintain essential services, and facilitate allottee association formation[38]. Additionally, the promoter must execute a registered conveyance deed, pay all outgoings until transfer, avoid mortgaging booked units, and cancel allotments only per the agreement, with allottees able to seek Authority relief for unjust cancellations[39], while maintaining records as specified by the Authority[40]. These help to protect the interests of consumers and increase transparency through disclosure requirements.

According to Section 6 of the REDMA Act, registered developers are required to provide information on the name, location, registration number, and design approved for the real estate in their prospectus[41], and are prohibited from advertising or selling projects before obtaining Authority approval and transfer rights[42]. Developers should provide ownership and approval documentation to the buyers[43], countersign additional designs[44], in line with the Land Development of Private Residential Project Rules 2004 for land ownership and redevelopment in publicly or public/private developed projects[45]. They should secure, modify, or renew the project design in compliance with the rules[46], secure approval for layout plans[47], ensure public facilities as per the 2004 Rules[48], and implement projects without damaging infrastructure like roads, utilities, or drainage[49]. Such requirements ensure protection of consumers and transparency through clear disclosure and adherence to the approved standards.

[34] The Real Estate (Regulation and Development) Act 2016, s 11(1)
[35] (n 31) s 11(2)
[36] (n 31) s 11(3)
[37] (n 31) s 11(4)(a)
[38] (n 31) s 11 (4) (b-e)
[39] (n 31) ss 11(4) (f-h), 11(5)
[40] (n 31) s 11(6)
[41] The Real Estate Development and Management Act 2010, s 6(1)
[42] (n 38) s 6(2,3)
[43] (n 38) s 6(4)
[44] (n 38) s 6(5)
[45] (n 38) s 6(6)
[46] (n 38) s 6(7)
[47] (n 38) s 6(8)
[48] (n 38) s 6(9)
[49] (n 38) s 6(10)

Section 11 of the RERA Act and Section 6 of the REDMA Act have established obligations of promoters and developers to provide full transparency and protection of consumers by making proper disclosures and adhering to the approved standards, where the RERA Act is concerned with digital transparency and rights of allottees, while the REDMA Act is focused on regulation.

5.2. Registration of Developers and Projects

Both the Real Estate laws from Bangladesh and India focus upon the registration process of developers and projects. But the process is a bit different. According to Section 4 of the RERA, all promoters have to make an application and submit the prescribed fee for registering any real estate project. Along with the fee and application form, the promoter has to submit some required documents, such as-

a) Promoter & enterprise details.
b) Past 5 years' project details.
c) Approvals & commencement certificates.
d) Sanctioned layout/plan/specifications.
e) Development & facilities plan.
f) Land/location with boundaries & coordinates.
g) Drafts of allotment, sale agreement & deed.
h) Apartment & area details.
i) Garage details.
j) Real estate agents' details.
k) Contractors/architects/engineers' details.
l) Promoter's declaration/affidavit.

From the documents, the authority can decide whether to give approval to the project or not.

Whereas, under the Bangladeshi REDMA act, Section 5 basically talks about Registration of real estate developers, not about every project. So, it means Developers must register themselves with the Government or local Authority. No requirement for project-wise registration; only developer registration is stated under this act. For project registration, they have to go to some other authorities by submitting huge amounts of documents also.

So, the act of Bangladesh is not exhaustive enough to include everything, whereas the RERA tries to cover all those things that are required for a project in one particular not for the developer. India's RERA is more project-specific, ensuring every individual project is scrutinized. Bangladesh only requires developer registration, not project registration. RERA ensures transparency and accountability for each project.

5.3. Dispute Redressal Mechanism

In case of dispute resolution under REDMA, section 36 is applied here. The main concept of this section is in case of disputes between the buyer, developer, or

landowner regarding offences under different sections which talks about Penalty for not making the connection of utility services[50], Penalty for cancelling or postponing the allotment without notice[51], Penalty for mortgaging real estate[52], Penalty for changing real estate agreement[53], Penalty for not using the building materials promised to be used[54], Penalty for offence of fraud by a developer[55], Penalty for not delivering the possession of land by the land owner on the specified time[56], Penalty for cancelling the power of attorney made by the land owner[57], or Penalty for not delivering the part of the land owner by the developer[58] of the Act or breaches of their agreement, the parties shall first attempt to resolve the matter amicably. If this fails due to non-cooperation, the aggrieved party may issue a notice to proceed to arbitration under the Arbitration Act, 2001, and both parties must form an Arbitration Tribunal within 30 days of the notice. The Tribunal's award is binding on all parties and cannot be challenged in court. If the Tribunal is not formed, any party may file a suit in a competent court to resolve the dispute.

Under CHAPTER VII of the RERA Act, it is mentioned that the appropriate Government shall, within a period of one year from the date of coming into force of this Act, by notification, establish an Appellate Tribunal to be known as the — (name of the State/Union territory) Real Estate Appellate Tribunal.[59] The appropriate Government may, if it deems necessary, establish one or more benches of the Appellate Tribunal, for various jurisdictions, in the State or Union territory, as the case may be[60] and every bench of the Appellate Tribunal shall consist of at least one Judicial Member and one Administrative or Technical Member[61]. The Real Estate Appellate Tribunal adjudicates appeals against decisions of the Authority or adjudicating officer within 60 days[62], with a composition of a chairperson, a former High Court Judge[63], and at least two members, one Judicial and one Technical/Administrative[64], appointed for up to five years[65]. Appeals require promoters to deposit at least 30% of penalties or dues[66], and the Tribunal's orders are binding, executable as civil court decrees[67],

[50] (n 38) s 21
[51] (n 38) s 22
[52] (n 38) s 23
[53] (n 38) s 24
[54] (n 38) s 25
[55] (n 38) s 27
[56] (n 38) s 28
[57] (n 38) s 29
[58] (n 38) s 30
[59] (n 31) s 43 (1)
[60] (n 31) s 43 (2)
[61] (n 31) s 43 (3)
[62] (n 31) s 44(5)
[63] (n 31) s 46(1)(a)
[64] (n 31) s 45
[65] (n 31) s 47(1)
[66] (n 31) s 43(5)
[67] (n 31) s 57(1)

with further appeals possible to the High Court within 60 days on specified grounds[68]. The Tribunal operates under principles of natural justice[69], has civil court powers including summoning witnesses, requiring documents, accepting affidavits, issuing commissions, reviewing decisions, dismissing/ex parte orders, and other prescribed matters[70], and its proceedings remain valid despite vacancies or procedural irregularities[71]. The members have restrictions regarding their post-tenure employment to avoid conflicts of interest[72], while the chairperson takes care of the administrative work[73], with the assistance of the government-nominated officials.[74]

Whereas India has an Act known as RERA, which creates a specialized and tiered system of dispute resolution through Appellate Tribunals to resolve any real estate disputes efficiently. On the other hand, Bangladesh uses a general authority without having a specialized tribunal.

5.4. Role of Regulatory Authority

The Indian RERA Act under Chapter V mentioned that the appropriate Government shall, within a period of one year from the date of coming into force of this Act, by notification, establish an Authority to be known as the Real Estate Regulatory Authority to exercise the powers conferred on it[75] and shall be deemed to be a corporation with perpetual succession[76], consisting of a Chairman and at least two Members having a wealth of experience in their respective fields, to serve for up to five years, through a Selection Committee.[77] The Authority governs real estate developments and agencies, manages public records, enforces compliance, and fosters transparency in the sector through suggestions and lobbying.[78] It has the same powers as a civil court to issue summons, conduct investigations, and make interim orders or directions, following the principles of natural justice[79], it can also impose penalties, and refer anti-competitive practices to the Competition Commission[80], rectify such orders within two years[81], and collect penalties or compensation in the form of arrears of land revenue, even if there are any vacancies or lapses in procedure.[82]

[68] (n 31) s 58(1)
[69] (n 31) s 53(1)
[70] (n 31) s 53(4)
[71] (n 31) s 55
[72] (n 31) s 50(1)
[73] (n 31) s 54
[74] (n 31) s 51(1)
[75] (n 31) s 20(1)
[76] (n 31) s 20(2)
[77] (n 31) ss 21, 22, 23(1)
[78] (n 31) ss 32, 34, 33
[79] (n 31) ss 35, 36, 37, 38(2)
[80] (n 31) s 38(1,3)
[81] (n 31) s 39
[82] (n 31) ss 40, 30

However, the REDMA Act of Bangladesh has stated in Chapter Two that the Government has the power to constitute one or more Authorities under this Act, where the Government may constitute the Authority for any area, by notifying in the Gazette any public, statutory or autonomous body as the Authority.[83] These include institutions such as the Town Development Authority, the City Corporation in the absence of a Town Development Authority, municipalities, Cantonment Board, and the National Housing Authority for areas lying outside its jurisdiction. In all these cases, each institution serves as the Authority in its own region.[84]

Both the Indian RERA Act and the Bangladesh REDMA Act have provisions for an Authority for regulation in the field of real estate, but while the Indian Act provides for a well-defined Regulatory Authority, the Bangladesh Act leaves it open to designation by different agencies.

5.5. Penalties for Non-Compliance

Chapters of the REDMA Act of Bangladesh discuss the procedure for punishment if there is any breach of real estate laws. Chapter VI of the REDMA Act provides punishment to developers for violations like not registering while doing real estate business[85] or unauthorized commencement of works[86], which will lead to imprisonment for 2 years or fines up to 10 lakh Taka. Offences such as failing to give utility facilities[87], cancelling allotments without notice[88], or mortgaging real estate improperly[89] incur fines up to 5 lakh Taka or 1-year imprisonment, while altering agreements[90], using substandard materials[91], or deviating from approved designs[92] may lead to 3 years' imprisonment or 20 lakh Taka fines. Fraud by Developers[93], landowners failing to give possession of land[94], cancellation of power of attorney without informing anyone[95], and developers failing to give the landowner's share of property[96] also carry serious consequences. Directors of companies are criminally responsible for any violation[97], and offences are compoundable, bailable, non-cognizable, and summarily tried by a Magistrate[98].

[83] (n 38) s 4(1)
[84] (n 38) s 4(2)
[85] (n 38) s 19
[86] (n 38) s 20
[87] (n 38) s 21
[88] (n 38) s 22
[89] (n 38) s 23
[90] (n 38) s 24
[91] (n 38) s 25
[92] (n 38) s 26
[93] (n 38) s 27
[94] (n 38) s 28
[95] (n 38) s 29
[96] (n 38) s 30
[97] (n 38) s 31
[98] (n 38) ss 32, 33

Magistrates can impose authorized fines[99], up to 50% of which may be shared by the affected party or else paid to the State.[100]

According to Chapter VIII of the RERA Act, promoters will be subjected to penalties for non-registration ranging from up to 10 percent of the project cost or even imprisonment for up to three years[101], while providing false information or breaching other provisions incurs penalties up to 5% of the project cost[102]. Real estate agents and allottees failing to comply with Authority or Appellate Tribunal orders face daily penalties up to 5% or 10% of the project cost, respectively, with agents and allottees also risking imprisonment for up to one year for tribunal non-compliance[103]. Company officials are guilty of acts committed by them with full knowledge[104], and offenses may be compounded with court approval[105]. The Authority will also assign judicial officials who will judge the case of compensation in 60 days, taking into account certain considerations such as gain, loss incurred, repeated defaults and many others.[106]

However, in addition to providing various guidelines, both REDMA in Bangladesh and RERA in India have very high fines and severe penalties for violation of rules, ensuring accountability by imposing fines, imprisoning offenders, and compensation measures. The REDMA has highlighted the importance of speedy trials and sharing fines, whereas RERA focuses on penalties according to project cost.

As a conclusion of the comparison between the two acts, it is clear that both RERA, with its detailed project-oriented nature and REDMA, with its flexible authoritative nature, have improved accountability and transparency in the field of real estate.

6. Findings of the Study

It is evident that there are significant differences between REDMA 2010 of Bangladesh and RERA 2016 of India with respect to their regulatory ideologies, enforcement capability, and consumer protection measures. It can be seen from the following facts:

Developer-Oriented Approach of REDMA: The regulatory framework of REDMA revolves largely around the registration of the developers as per Section 5, where developers need to register themselves as bodies instead of individual projects. This results in a significant accountability loophole since the registration of the developer means that subsequent projects are exempt from

[99] (n 38) s 34
[100] (n 38) s 35
[101] (n 31) s 59
[102] (n 31) s 60, 61
[103] (n 31) ss 62, 65, 66, 67, 68
[104] (n 31) s 69
[105] (n 31) s 70
[106] (n 31) ss 71, 72

scrutiny. There is no guarantee for the buyer who invests in a particular project that this project has been separately verified and approved. On the other hand, the project-oriented nature of RERA involves the requirement for project registration as per Section 4, which includes detailed information about the project like the sanctioned layout plan, completion schedule, construction particulars of the contractor, and financial details before the marketing or sale of a single unit of a particular project. Hence, buyers are left exposed to the possibility of project delays, abandonment of projects in the midway stage, and alteration in the design of the projects in the absence of any project-based regulation under REDMA.

Enforcement Mechanism is Weak: The enforcement mechanism established by REDMA has two weaknesses that are interconnected with each other. Firstly, the institution of RAJUK (the main regulating authority in Dhaka) is burdened with too many responsibilities, which include urban planning, land development, building approvals, and real estate regulation for one of the densest cities in the world. Thus, it becomes impossible to implement proper oversight on the real estate sector. Moreover, REDMA makes almost all offenses bailable, compoundable, and non-cognizable, which means that developers can easily obtain bail, commit private composition of the offense and there will be no arrest without the consent of a magistrate. All these weaken the deterrent effect of penal provisions in the law. RERA, in turn, provides for an independent and properly staffed regulatory body with the proportional level of deterrent penalties.

Insufficient Buyer Protection: It may be said that among all shortcomings of the legislation, this one is the most severe since there are no financial protections for buyers whatsoever. In fact, buyers in Bangladesh typically pay significant amounts of money in advance once the deal is made, but there is not even an escrow arrangement for such payments under REDMA. In case the deal goes wrong and the project is put on hold, discontinued, or cancelled altogether, buyers have no legal right to receive a refund and can do nothing but initiate lengthy and expensive legal procedures to get their money back. By contrast, the RERA takes care of the matter right away: the law demands that developers deposit at least 70% of funds raised from buyers into a special escrow account that can only be accessed proportionally to the work being done on the project under section 4(2)(D) of RERA.

Ambiguous Complaint and Dispute Resolution: Section 36 of REDMA provides information on complaint and dispute resolution procedures, which are not clearly defined so as to indicate whether any affected party can lodge complaints with the police, magistrate, or regulatory authorities. The ambiguity causes confusion in procedures, discourages buyers from filing a complaint, and cases get shuffled around without finding a solution to the dispute. However, the alternative dispute

resolution provided under the Arbitration Act of 2001 is an expensive process which is lengthy and out of reach for ordinary buyers without adequate legal backing. The framework for dispute resolution in the case of RERA provides for a designated Real Estate Regulatory Authority and Appellate Tribunal having jurisdiction, a set time limit of 60 days for adjudication and enforceable decisions which can be executed as orders of a civil court.

Comprehensive Regulatory Structure Underlying RERA: The RERA Act 2016 of India is an exemplary regulatory regime that takes into consideration consumers' interests and is geared towards overcoming structural flaws of the real estate market systemically. Project-level registration, escrow account safeguard, independent regulatory authorities, e-transparency owing to projects' database, and special appellate tribunals make the RERA structure accountable at different levels in the whole process of real estate transactions, from marketing of the project to conveyance of the project. Importantly, RERA is an embodiment of the legislative response to systemic flaws of the real estate market in India similar to those faced by Bangladesh

7. Recommendations

In view of the comparative analysis mentioned above, the recommendations below aim to suggest legislation that can be adopted for the improvement of REDMA with the help of the consumer-based model of RERA.

7.1. Establishing an Independent Regulatory Authority

There is an urgent need for Bangladesh to set up a separate, independent real estate regulatory authority. The current system, which involves RAJUK, is entirely wrong since RAJUK serves as both the development agency and the regulator of real estate activities. This results in an inherent conflict of interest, and the fact that it is burdened with various other institutional responsibilities makes it incapable of overseeing the real estate industry. The new regulatory body needs to be patterned along the lines of the Real Estate Regulatory Authority (RERA) in India. It should have quasi-judicial power, the ability to impose penalties, manage project information databases, and give out binding directions to developers.

7.2. Project Level Registration Needed

REDMA needs to be updated in such a way that mandatory project-level registration in addition to the developer registration, becomes part of the law. Every real estate development project needs to register by itself, providing complete information on land holdings, authorized plans, financial disclosures, contractors involved, and estimated time for completion before any advertising and sale of property can take place. It will help ensure that every single project is subjected to scrutiny as opposed to scrutinizing the registration of the developer

himself, and thus help close this very important loophole which makes way for unscrupulous developers to run their projects in an unsupervised manner.

7.3. Escrow Account Requirement

Mandating the creation of an escrow account for any advance payments received from the buyers can be considered the most effective measure that Bangladesh can take to regulate its housing market. To achieve this, REDMA needs to be updated with the requirement that developers keep a certain percentage of all the advance payments made by the buyers in an escrow account, which is held by a scheduled bank for that particular project, and that too, not less than 70% of the total payment (as per the example set by RERA). Any withdrawal from this account should be made only according to the progress of construction.

7.4. Clarify and Make Clear Complaint Processes

Section 36 of REDMA must be rewritten in a more simplified manner in order to give a clear, accessible and unambiguous complaint process to the buyers, landowners and any aggrieved party. In addition, the rewritten section shall clearly indicate that the independent regulatory authority is the one that is going to receive the complaints and shall specify the timelines for the reception and solution to such complaints. In addition, the revised portion should incorporate an escalation mechanism from the independent regulator to the appeal tribunal to the higher courts.

7.5. Formulate Real Estate Dispute Resolution Tribunals

There should be separate tribunals for real estate appeals which will have exclusive jurisdiction for the resolution of real estate disputes. These tribunals will be manned by judicial and technical members who possess expertise in the areas of real estate law, construction, and planning. They should function within mandatory time frames, i.e., 60 days, like the RERA, whose decisions may be enforced as an order in a civil court. The current system of using general magistrates for resolving these disputes and using ad hoc arbitrators is not adequate for resolving technically complicated real estate disputes. These tribunals will not only result in fast and expert judgment, but they will create a body of jurisprudence of real estate over time.

8. Concluding Remarks

It is seen from the comparison between REDMA (2010) and RERA (2016) of India that there exists a marked contrast in the philosophy of regulating real estate, which has wide implications for consumers of Bangladesh. While both regulations have the common goal of making the real estate sector more transparent, RERA is quite different from REDMA in terms of its project-focused nature and strong institutional framework. The major flaws in REDMA, such as the failure to include project registration, the lack of escrow arrangement, excessive load on RAJUK, the bailable and compoundable nature of the offense, and unclear process

of filing complaints under Section 36, make REDMA incapable of securing the interests of home buyers and landowners. RERA is the case study in India wherein one finds that proper legislation pertaining to real estate can make a huge difference in the industry that faces the same kind of problems that Bangladesh is still suffering from, thus making it an ideal and relevant case study for reform in this sector. Therefore, it is recommended that reform of REDMA is not an option but an absolute necessity. The reforms suggested here include creation of an independent regulator, project-based registration, use of escrow accounts, complaints procedure, and specialized dispute tribunals.

As the urbanization of Dhaka increases, so does the cost of non-regulation. If REDMA were reformed on the basis of the same consumer-oriented principles of RERA, it could serve the cause of both individual buyers and the sustainable development of the real estate market in Bangladesh.