

REAL ESTATE REGULATORY AUTHORITY, BIHAR
Before the Bench of Mr.Ved Prakash,
Special Presiding Officer

RERA/CC/71/2024

Ajay Nand Sahay

....Complainant(s)

Vs

M/s Royal Premium Developers Pvt. Ltd.

....Respondent

PROJECT- Royal Tara Apartment

For the complainant:

Mr.Dhanendra Choubey (Adv.)

For the respondent:

Mr. Jai Ram Singh (Adv.)

24.06.2026

ORDER

Hearing is taken up. Learned counsels on behalf of both the parties are present.

2. Learned counsel for complaint submits the complaint in the instant case is a landowner of Khata no. 174, Khesra no. 1189 with area of 20 decimals situated in Mauza- Shekhpura, P.S Shastrinagar, District- Patna. In order to develop his land into a residential apartment, the complainant entered into a Development Agreement on 29.01.2013 with company, M/s Royal Premium Developers Pvt. Ltd through its Managing Director, Shri Rajesh Kumar Gupta, which was subsequently registered on 20.02.2013 vide Deed no. 4578 at District Registry Office (Annexure -1). Thus, as per section 2 (d) and 2 (ZK) of RERA Act, 2016, complainant is an allottee and the respondent is promoter. Learned counsel further asserts that as per the terms of said agreement, the complainant was entitled to hold 55% of the total constructed habitable area/built-up area and the respondent was entitled to 45% of the total built-up area and the respondent promoter committed to develop the said residential complex within two and half years with grace period of six months. Learned counsel further asserts that the complainant was entitled to get 12045 sq. ft area with additional two flats at the front of the building at 5th Floor and the respondent promoter was entitled for remaining 9855 sq. ft. Accordingly, the complainant was entitled hold 55 % car parking of the total car parking space on the ground floor of

the building. Besides other things, it was also agreed upon between both the parties that the respondent would obtain occupancy certificate as per sanctioned plan from the competent authority after completion of the said building complex and before handing over the physical possession to the allottees and thereafter the respondent promoter was also required to execute registered conveyance deed(s) in favour of the allottees along with undivided proportionate title in the common area to the association of allottees. Learned counsel further submits that in spite of request of the complainant, the respondent did not provide occupancy certificate. The respondent promoter has also not provided the car parking space to the complainant as per his share of 55% of the total parking space. The complainant claims that the respondent could not have transferred the right and title to the allottees in the absence of occupancy certificate. The complainant further alleges that the firefighting equipment, which is the essential requirement for the safety of the building and its inhabitants, was also not installed. In order to remove such common defects, the complainant served legal notice dated 08.11.2023 through speed post to respondent to settle the scores, but the promoter was not willing to settle the dispute.

3. Learned counsel appearing on behalf of respondent promoter by filing a maintainability petition 11.02.2026/11.03.2026 submits that the project was completed prior to the coming into force of RERA Act, 2016 on 01.05.2017 and Bihar RERA Rules, 2017 and possession of all flats was already handed over the concerned flat owners after execution of the respective absolute sale deed, and the complainant's share as a landowner was also provided. Learned counsel further contends that the RERA Act came into force in 2016 and RERA Rules in 2017, whereas the present complaint case has been filed in the year 2024, after a lapse of more than seven years, which goes to show that the present complaint case has been filed with a mala fide intention solely to harass the respondent promoter.

4. Learned counsel for respondent further contends that a similar matter was dismissed by this Bench on the ground of jurisdiction and he relied upon a decision given by this Bench in RERA/CC/23/2024 wherein the Bench did not think it appropriate to interfere in the case relating to a

project which was completed, possession of flats handed over and sale deed executed in 2008, which was much before coming into force of the RERA Act, 2016.

5. Learned counsel for respondent promoter further contends that the complainant has himself admitted that he has already got his share in the building along with corresponding car parking spaces. After seven years, he has filed the complaint case seeking ten more car parking spaces, which have already been allocated among all the flat owners. Presently, the respondent promoter does not have any additional parking space for allotment. If the complainant has still any grievances relating to right, title or interest in the land, the appropriate remedy lies before the competent civil court. Hence, learned counsel claims that the RERA Authority has no jurisdiction to adjudicate disputes relating to right, title and interest in the land arising out of development agreement. Learned counsel contends that this complaint case may be dropped as not maintainable as the project was neither registered nor registrable with the RERA.

6. Heard and perused the record.

7. Considering the submissions/arguments advanced on behalf of both the parties as well as on going through the record, it appears that that the complainant himself is a landowner, who entered into a development agreement on 29.01.2013 with respondent promoter to develop his land into a residential apartment. The said development agreement was registered on 20.02.2013 and as per the development agreement, the promoter was required to complete the entire construction works within 30 months and counting of 30 months was agreed to start from cleaning of barren land meaning thereby that the said building would be completed in the year 2016. It also appears that the respondent promoter has not provided all the essential amenities and facilities to the building by the time the RERA Act came into existence. Thus, the cause of action which are of recurring nature has rightly arisen in favour of the complainant. Hence, it cannot be said that the project was completed in all respect prior to RERA Act coming into existence. Hence, the project is ongoing till the time the defects are removed and amenities are provided. In this view of the matter, the decision given by

this Bench in RERA/CC/23/2024 is not similar to present case. Hence, the claim of the respondent that the Authority has no jurisdiction to adjudicate upon the dispute relating to the project in hand is hereby rejected.

8. In the backdrop of the submissions/arguments advanced on behalf of the parties, the Bench/Authority holds that the project in question cannot be said to be a completed one in absence of certain amenities/facilities to the building as well as its unit holders. Unless and until the amenities/facilities as specified in the development agreement are provided to the allottees, the project would be deemed to be an ongoing project.

9. Bench/Authority notes that during conciliation proceedings Mr. Anup Kumar Mishra, Project head of the respondent company was appearing punctually before the Forum and he by filing a petition on 24.09.2024 had submitted that firefighting equipment had been installed in the Royal Tara Apartment and for construction of car parking space he has dumped the raw materials at the project site and when he along with labourers arrived at the site, the allottees of the apartment have not allowed them to enter into the premises to complete the work and they threatened him and to the labourers also. He has further submitted that with cooperation of the complainant, he may complete the car parking shed. Mr. Mishra continuously attended the proceedings of conciliation till 10.05.2025, but as soon as the record received before the Authority due to non settlement, he stopped to attend proceedings before the Authority since 16.07.2025 and present learned counsel for the respondent has come in and filed he maintainability petition dated 11.03.2026, which is nothing ,but an effort of the respondent to ignore the liabilities created between both the parties through execution of Development Agreement. Hence the respondent is obliged to follow the terms and conditions of the said agreement.

10. On basis of what has been discussed above it is clear that the respondent is also aware that the project is incomplete, but even then he has allowed several allottees to enter into premises and also executed sale deeds in their favour. Bench/Authority observes that where there is no Completion Certificate/Occupancy Certificate, only execution of sale deed in favour of allottees and delivery of possession, is not enough rather there

must be fulfillment of ingredient of completion of the project. It must be kept in mind that delivery of possession of flat(s) to allottees without completion is prohibited not only in RERA Act 2016, but also in Bihar Apartment Ownership Act 2006, Municipal Act 2007, Bihar Building Bye Laws 2014. Hence it is clear that no one is allowed to break the laws established for benefits/protection of all the residents of the Apartment.

11. In the result, the complaint case is allowed and the respondent company through its Managing Director, Shri Rajesh Kumar Gupta is hereby directed to comply the directions as under within 60 days of the issue of order ;-

Firstly- to complete the building and provide amenities as assured to the allottees in their sale deed(s) as well as complainant landowner.

Secondly- to complete and hand over 55% share of built up area to the land owner/complainant, including car parking spaces as per registered Development Agreement dated 20.02.2013.

Thirdly- to get verified the firefighting equipment of the building from the respective department.

Fourthly- to form an association of allottees and handover possession of common area and amenities, including documents as per provisions of Section 11, 17 of RERA Act 2016.

With these observations/directions, the present complaint case is disposed of.

Sd/-
(Ved Prakash)
Special Presiding Officer
RERA, Bihar