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

RERA/CC/215/2026

Sri Manoranjan Kumar @ Manoranjan Kumar Yadav ....Complainant

Vs.

M/s Kirti Sagar Construction Pvt. Ltd. ....Respondent

PROJECT- KIRTI RAMAN RESIDENCY

For the Complainant: Mr. Sumit Kumar, Advocate

For the Respondent : Mr. Ankit Kumar, Advocate

31.07.2026 **PROCEEDING**

Learned counsel Mr. Sumit Kumar on behalf of complainant and learned Mr. Ankit Kumar on behalf of respondent are present.

Learned counsel for the complainant submits that project Kirti Raman Residency is registered with the Authority and validity period of the project is extended by the Authority till 29.09.2026, but respondent promoter without share distribution is frequently selling the flats of the project.

He further submits that the complainant is a land owner and respondent is promoter. Further, the respondent is obliged to execute share distribution agreement prior to transfer of the flats through sale deed / conveyance deed in favour of prospective buyer, but the respondent is adamant to transfer the flats without execution of share distribution between the parties.

Hence, the interest of the complainant is being badly affected which cannot be compensated in terms of money. Further, the balance of convenience also lies in favour of the complainant as he is the land owner of the project as per development agreement dated 23.01.2018 the ratio of land owner has been decided 56% and share of promoter has been fixed at 44% in the built-up area of the project, but the respondent promoter without share

distribution has executed Agreement for Sale with respect to the Flat No. 503 in Block – C on 15.03.2026 in favour of Mr. Mukesh Anand and in like manner further executed Agreement for Sale with respect to the Flat No. 403 in Block – A on 01.10.2022 in favour of Smt. Sushma Kumari, Flat No. 401 in Block – B in favour of Smt. Rekha Kumari on 30.07.22024 and further executed Agreement for Sale on 23.09.2019 in favour of Mr. Anand Kumar Bibhuti with respect to the Flat No. 304 of the project.

Learned counsel for complainant in support of his submission files photocopy of deed of Agreement for sale No. 13413 dated 23.09.2019 executed in favour of prospective buyer Mr. Anand Kumar Bibhuti with respect to Flat No. 304 on consideration of Rs. 42,00,000/- along with car parking space as well as photocopy of deed of Agreement for Sale No. 5611 dated 30.07.2024 executed in favour of Smt. Rekha Kumari and Mr. Arvind Kumar with respect to the Flat No. 401 in Block – B. Further, filed photocopy of deed of Agreement for Sale dated 01.10.2022 executed in favour of Smt. Sushma Kumari with respect to the Flat No. 403 in Block – A and Agreement for Sale dated 15.03.2026 in favour of Mr. Mukesh Anand and Smt. Deepti Rani with respect to the Flat No. 503 in Block – C.

Learned counsel for the complainant submits that if the respondent is not restrained to transfer / execute Agreement for Sale / sale deed in favour of prospective buyer without execution of share distribution between the parties, there will be irreparable loss to the complainant and other land owners. Hence, the respondent may be restrained to alienate the flats of the project in favour of prospective buyer(s).

Learned counsel for respondent opposed and submits that he will file material evidence on next date, so stay may not be granted for transfer by the respondent.

Considering submissions as well as going through the records it appears that the complainant is land owner of the project along with others and respondent promoter in spite of knowledge without execution of share distribution is alienating the flats of the project in favour of prospective

buyer(s), which find support from the photocopies of several deeds of Agreement for Sale. If the respondent is not restrained from alienating the flats there may be irreparable loss to the complainant which may not be compensated in terms of money. It further appears that there is prima facie case in favour of the complainant including the balance of convenience.

In such facts and circumstances, respondent promoter is restrained to transfer / alienate / execute Agreement for Sale / sale deed in favour of prospective buyer(s) with respect to the flats falling in the project Kirti Raman Residency till further order of this Bench / Authority.

The District Sub Registrar, Patna / Sub-Registrar, Danapur are directed not to register the sale deed / Agreement for sale / conveyance deed executed and presented by respondent promoter / his representative in favour of any prospective buyer till further order of this Bench / Authority. Communicate the order to the above officers through IG Registration, Bihar, Patna for strict compliance.

Put up on 02.09.2026 for reply on behalf of the respondent.

Sd/-

(Ved Prakash)

Special Presiding Officer