

**REAL ESTATE REGULATORY AUTHORITY, BIHAR**  
**Before the Single Bench of Mrs. Nupur Banerjee, Member**  
**Case No. RERA /CC/46/2023**

**Kanti Devi** .....Complainant

Vs

**Ablesh Kumar Singh** .....Respondent

**Project: Sunaina Tower**

**01/08/2024**

**ORDER**

This matter was last heard on 16.05.2024 when the complainant's Advocate Mr. Saurabh Bishwambhar and the respondent's Advocate Mr. Sumit Kumar were present. The matter was fixed for orders, however, due to pre-occupation of the Bench in other matters, order could not be pronounced on the date fixed and is being pronounced today.

Learned counsel on behalf of the complainant submits that flat no. 201 allotted to the complainant by the respondent has been sold out knowingly and intentionally and an agreement for sale has been executed by the respondent with some other persons. He further submits that the respondent has violated the provision of the Bihar Building Bye-laws as well as RERA Act, 2016. The Complainant states that the respondent is the promoter and the complainant is the allottee. The complainant further alleged that the respondent has entered into a development agreement dated 26.04.2022 with Ravish Ranjan, Shreya Ranjan and Prabhat Ranjan with respect to the project land. The complainant further stated that she and the promoter undertook to engage in a similar business activity, a partnership deed dated 13.05.2022 was executed between the parties with an agreement that both the parties will get their respective share from the project Sunaina Towers. It was also agreed that both parties will make building together and as per RERA Act, the promoter will get the project registered and has to disclose several projects including number of partners to the Authority but the respondent builder has surpassed the entire partnership agreement and did not disclose this vital fact to the Authority.

The complainant is also one of the partners in the project while the complainant has paid a lump sum amount of Rs. One crore to the respondent promoter through cheque online and cash. It is further alleged that the respondent builder and the respondent landowners are sharing the profit among themselves and not incorporating the rights of the complainant. The complainant submits that the respondent builder entered into development agreement for the land situated at Khjpura admeasuring 2 katha 13 dhurs and the complainant undertook to invest a sum of Rs. One crore which was paid to the respondent promoter through different modes. He submits that the building is almost complete.

Learned counsel for the respondent submits that this complaint case is not maintainable before the Authority in respect to partnership dissolution case. Learned counsel for the promoter states that no transaction has been done between the complainant and the respondent regarding this case. Only few

amount of money has been given to the respondent by the complainant, part of which has already been returned. In that, transaction was not related to this project Sunaina tower. Learned counsel for the respondent also states that the complainant is not having any agreement for sale nor any allotment letter of flat no. 201 in the project Sunaina tower. As per version of the complainant investment was made by the complainant to the respondent out of that the promoter has returned 60% of money, that was earlier invested in this project.

Learned counsel for the complainant states that there was a partnership agreement between the complainant and the promoter company regarding investment of some money and in view of that flat no. 201 has to be given to her but till today she neither has got the flat nor she has got the money. The complainant also states that the promoter has tried to return the money which she has invested earlier through cheques but the cheques have bounced. The complainant has gone to the civil court for dissolution of the partnership agreement and the case is pending there. A compromise fact was executed between both the parties and both the parties agreed to settle the case after receiving the amount of money but all the cheques rendered by the opposite parties got bounced making the compromise fact null and void. The Complainant stands on the footing of allottee and whole share of flat vide partnership agreement. He wants a sum of Rs. 87.00 lacs along with interest to be granted to the complainant along with interest in favour of the complainant. The complainant states that the respondent promoter knowingly himself utilized the money invested by the complainant. The report from Registration Wing states that the aforementioned partnership deed was executed between the complainant and the respondent for the construction of the project named Sunaina Tower with the share proportion of 75-25 . The above information was not submitted by the promoter at the time of filing project application, thus constituting clear violation of section 60 of the RERA Act. The partnership agreement deed between the complainant and the respondent promoter, the essence of the agreement was to make the building together and as per the RERA norms the promoter while getting project registration has to disclose several facts including number of partners to RERA Authority.

The respondent got the first partnership agreement and did not disclose the fact that the complainant is also partner in the project. That as per the terms of the partnership agreement it was highlighted that the complainant will get 25% of the amount as per profit and the respondent promoter will get 75% but the act of the respondent promoter is completely in contravention with the terms stipulated in the agreement.

Perused the entire materials placed on record. The Authority observes that the issue raised by complainant in regard to the Partnership deed executed between two promoters does not fall under the ambit of Real Estate (Regulation and Development) Act 2016. However, non-disclosure of partnership deed being executed for the development of project **Sunaina Tower** at the time of filing application for registration attracts violation of section 60 of the RERA Act, 2016 and accordingly as submitted by promoter at the time of application for registration, the estimated cost of project as Rs.5.5 Crore, the Authority levy a penalty of Rs.5,50,000/- which is 1% of the estimated cost of the project. The amount is to be paid by the respondent within 60 days of issue of this order,

failing which appropriate action will be taken as per section 40 of the RERA Act, 2016.

The office is directed to write letter to IG registration with intimation that the ban imposed on sale of flat no. 201 of project **Sunaina Tower** vide proceeding dated 27-07-2023 has been lifted in the light of above observations.

With the aforesaid observation and direction, this case is disposed of.

**Sd/-**  
**Nupur Banerjee**  
**Member**