

**REAL ESTATE REGULATORY AUTHORITY, BIHAR**

**Before the Single Bench of Mr. Ved Prakash,**

**Special Presiding Officer**

**Case No: RERA/SM/639/2024**

**Authorised Representative of RERA**

**...Complainant**

**Versus**

**M/s. A.S Ganesha Infra Pvt.Ltd**

**...Respondent**

**Project: Plots**

**Present: For Authority: Mr. Ankit Kumar Advocate.**

**For Respondent: Mr. Gajendra Pandey Advocate.**

**31.07.2025**

**ORDER**

1. The Real Estate Regulatory Authority, Bihar, issued a Suo Motu show-cause notice on 01.10.2024 to respondent company through Directors Mr.Amar kant Singh and Smt. Neelam for advertising and taking booking in the project- N/A without prior registration with the Authority and thereby violating provisions of section 3 of Real Estate (Regulation & Development) Act, 2016. The respondents were directed to show cause as to why proceedings under Section 35 and 59(1) of the Real Estate (Regulation & Development) Act, 2016 may not be initiated against them.

2. Learned Advocate for the Authority by showing deed of agreement for sale dated 30.01.2020 submits that the respondent has advertised unregistered project and have taken bookings from the prospective buyers including the complainant Mr. Manoj Kumar, who has filed complainant case No. RERA/CC/1165/2021, RERA/AO/314/2021 before the Authority for claiming refund of principal amount 53,90,000/-and thereby they contravened the provisions of Section 3 of RERA Act 2016.
3. The learned counsel for the respondent by filing reply 11.12.2024 submits that the company had business on very small scale of land below 2500 square feet, so the company was not intending to get registration from the Authority, but future aspect of the company was that on growth of the business, registration would be taken from the Authority with respect to the project. He further submits that the company could not achieve its goal and at last comes to its end, which will also find support from account closure certificate that the company was closed. He further submits that the proceeding of closure of the company was started since a few months ago, but Mr. Manoj Kumar, intentionally deposited some amount in the

account of company knowing well about closure of the company. He further submits that company has not done any unlawful work, He submits to excuse the company and drop the case against the company.

4. Perused the record. Section 3 RERA Act 2016 says that no promotor shall advertise, market, book, sell or offer for sale, or invite persons to purchase in manner, any plot, apartment or building, as the case may be, in a real estate project or part of it, in any planning area, without registering the Real Estate Regulatory Authority established under this Act.
5. Further Section 2(b) of the RERA Act 2016 defines that the Advertisement means any document described or issued as other document through any medium and includes any notice ,circular or other document or publicity in any form ,informing persons about a real estate project, or offering for sale of a plot ,building or apartment or inviting persons to purchase in any manner such plot ,building or apartment or to make advances or deposits for such purposes.
6. Hence on going through reply and deed of agreement for sale dated 30.01.2020 it is established that the respondents have executed the said deed with detailed boundary of land 2500

square feet as in North-Sadan Gopal Singh, South- 12 feet Rasta left by land owner, East -Road, West-Niz –Lekhya kari Amarkant Singh. The respondent has charged consideration amount Rs.53,90,000/-against the said land from the purchaser cum complainant Mr. Manoj Kumar, who had filed above complaint case and after hearing the parties Hon'ble Member Sri S. D Jha has passed final order on 30.08.2023 and directed the respondent to refund the principal amount along with interest to the complainant Mr. Manoj Kumar.

7. The respondent Director Mr.Amar Kant Singh has scribed in the said deed of agreement for sale that he had already got executed the agreement of said land from original land owner and in capacity of baybayanedar, he was executing the agreement for sale. He has further scribed that he had to make payment to the original land owner, hence he was executing said agreement.
8. Mr Manoj Kumar, while making reply in the said complaint case has stated that he has purchased only 2500 square feet, but rest part of the land was sold to some other parties. He has further submitted that selling parts of the land to various allottees and taking plea that a particular part of land was not

500 square meter does not exempt any promoter from compliance of RERA Provisions. He has further submitted that sale and transfer of land to different persons establishes the fact the respondents are promoters and are trying to evade the provisions of RERA Act 2016.

9. The respondent has executed the above agreement for sale in favour of Mr. Manoj Kumar with respect to land area 2500 Square feet in Khata No.54, Plot No.680,671. The complainant has further filed photocopy of details deed No.13491 29.09.2021, wherein land owner Shankar Prasad Singh has executed sale deed in favour of purchasers Abhay Kant Singh and Pawan Kumar in same land Khata No.54, Plot No.671,680 having area 4.0985 decimals and 9.2189 decimals respectively. In land of area 4.0985 ,the boundary is scribed as in East Survey Plot No.680 -Niz, West- 12 feet Rasta left by land owner, North- part of S Plot No 671 purchased by Priya Bharti ,South 14 feet Rasta left by Land owner .Further in land of area 9.2189 decimals, the boundary is scribed as East Sarak ,West part of Plot No 671 Niz Buyer, North part of SP Plot No 680,South 12 feet rasta left by land owner. Hence details of the deed support the fact that the promoter in collusion with the

actual land owner has executed several sale deeds with aim to develop the land as a project without getting prior registration from the Authority.

10. Further, there is no detail available about the number of allottees /purchasers for purchasing land in the aforesaid project, but at least there are 4 to 5 purchasers appearing from the agreement for sale executed between the complainant and promoter as well others named in boundary of sale deed no.13491 dated 29.09.2021. It will be seen that Only details of land of complainant Mr. Manoj Kumar, Abhay Kant Singh and Pawan Kumar comes more than area 771.13775027870 Square Meter. Further area on calculation of other purchasers like Priya Bharti and others may come more than 1000 Square Meter and value of said land may be more than 3 Crore as the consideration of only 2500 Square feet was Rs.53,90,000/- .Hence estimated cost of total land may be more than 3 Crore.

11. Hence, In the light of observations made above, it is established that respondent company has advertised and booked unregistered project. Accordingly, it is established that the respondent promoter without prior registration of the project with the Authority has advertised and booked land to several

purchasers and as such they have violated the provisions of Section 3 of RERA Act 2016 and penalty under Section 59(1) has to be imposed for violation of provisions of Section 3 of Act 2016.

12. Therefore, the Bench imposes a penalty of Rs. 5,00,000/-, (five Lakh) under Section 59(1) of the RERA Act, 2016 against the respondent. This amount has to be paid by the respondent company within sixty days of this order. Non-compliance with this directive will result an action under Section 59(2) of the RERA Act, 2016.

With these observations and directions, this case is disposed of.

Sd/-

(Ved Prakash)  
Special Presiding Officer  
RERA, Bihar