**REAL ESTATE REGULATORY AUTHORITY, BIHAR**

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

**Special Presiding Officer,**

**RERA/CC/409/2023**

**Shaista Hasan** **……Complainant(s)**

**Vs**

**M/s Timeless Infrastructure Pvt. Ltd.** **……Respondent**

**PROJECT: WASIM APARTMENT**

For the Complainant: Mr. Punit Kumar, Advocate

For the Respondent: Mr. Kashif Yunus, Advocate for landowner

**21.08.2026** **PROCEEDING**

Learned Counsel Sri Punit Kumar on behalf of Complainant and Learned Counsel Mr. Kashif Yunus on behalf of Respondent Landowner are present, but Respondent Promoter is absent.

1. Learned Counsel for Respondent Landowner submits that though the landowner from his fund has constructed the building and has sold the flat in question No. 401 of the project, he further submits the agreement for sale of the complainant was unregistered, so it could not be known to the Respondent landowner while he executed sale deed in favour of prospective buyer. He further submits that sale deed executed by the landowner in favour of prospective buyer will prevail over the unregistered agreement for sale executed in favour of the complainant, and provisions of Section 54 of TPA support the contentions of the Respondent landowner. On the other hand,

learned counsel for complainant submits that as per direction of this Bench / Authority, the Respondent landowner has failed to file development agreement, share distribution, as well as map of the project. He further submits that since the Respondent landowner has executed sale deed with respect to the flats of the project, he will be deemed as co-promoter.

2. Learned Counsel for complainant further submits that builder had died during Corona period, and Respondent landowner is beneficiary on death of Respondent builder; so, he being co-promoter, is claiming that he constructed the building for benefits of welfare of the allottees is non-tenable in eye of law. He further submits that 5, 6 sale deeds have been executed by the Respondent landowner in favour of allottees, some of whom are residing; so, it is responsibility of Respondent landowner to produce the above documents along with sale deed executed by him in favour of prospective allottees.

3. Considering submission, Respondent is directed to file development agreement, share distribution deed, map of the project as well as sale deed executed in favour of prospective buyer with respect to the Flat No. 401 and others.

Put up on 18.09.2026 for appearance of Respondent Promoter and hearing.

Sd/-

**(Ved Prakash)**
Special Presiding Officer