**REAL ESTATE REGULATORY AUTHORITY, BIHAR**

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

**Special Presiding Officer,**

**RERA/CC/217/2026**

**Anil Kumar** **……Complainant(s)**

**Vs**

**M/s SN Infracon Pvt. Ltd.** **……Respondent**

**PROJECT: SAHAY MANSION**

For the Complainant: Mr. Shriansh Prakash, Advocate

For the Respondent: Ms. Snigdha, Advocate

**11.09.2026** **PROCEEDING**

Learned Counsel Mr. Shriansh Prakash, on behalf of complainant, and learned counsel Ms. Snigdha, on behalf of respondent are present.

2. Learned Counsel for respondent files Vakalatnama; keep it on record.
3. Learned Counsel for complainant files details of the complaint petition; keep it also on record.
4. Learned Counsel for complainant submits that complainant is landowner, and previously, the complainant and others have preferred Complainant Case No. RERA/CC/661/2022 before the Hon'ble Authority, which was disposed of on 26.05.2026 by the learned SPO. Mr. Vinod Kumar Tiwari, and respondents were directed to install life, complete the project as per agreement for sale within a period of 60 days after receiving all the remaining consideration amount from the complainants.

5. He further submits that present complainant was Complainant No. 6 in the aforesaid case, and he had executed a development agreement, dated 11.11.2016, with the respondent promoter, through Director Mr. Ashwini Kumar Sinha, for development of the land of the project, Sahay Mansion. The respondent promoter has represented to prospective buyers that the project would be completed, and all the facilities, amenities will be provided in accordance with the terms and agreement entered into with the purchasers and on assurance of respondent, the complainant Mr. Anil Kumar booked Flat No. 302 on the third floor in the above project, and agreement for sale was also executed on 15.11.2019 between the parties and complainant made payment Rs. 9,00,000/- till agreement, and he is ready and willing to pay the remaining consideration amount to the respondent, but presently, respondent is adamant to sell the Flat No. 302 to some other prospective buyer and such threatening from the respondent side has come since the aforesaid order dated 26.05.2026. The respondent has cancelled the allotment of the flat of the complainant and now adamant to sell the same to some prospective buyer. Hence, respondent may be restrained to sell the said flat till conclusion of the present case.
6. Learned Counsel for respondent oppose the submissions and submits that the complainant has failed to comply with terms and conditions enshrined in the agreement for sale, and that is why allotment of his flat was cancelled, and in detail reply, she will spell all the facts relating to the fact of cancellation. Hence, the petition of the complainant may be rejected, and the stay should not be granted till filing of the reply petition.
7. Considering the submission as well as going through the record, it appears that a development agreement, dated 11.11.2016, was executed between the land owner and the respondent promoter through its Director, Mr. Ashwini Kumar Sinha.

8. Later on, on assurance of respondent, the present complainant, Mr. Anil Kumar, has also booked Flat No. 302 on third floor, measuring super built-up area 1590 sq. ft., along with one reserve covered car parking space on the ground floor in the project, Sahay mansion. The consideration amount was fixed Rs. 33,00,000/-, out of which the complainant has already paid Rs. 28,00,000/-, which also find mention in the agreement for sale dated 15.11.2019. The complainant is ready to pay remaining consideration amount, but the respondent, instead of completing the building and receiving the remaining consideration and execution of sale deed in favour of complainant after delivery of the Flat No. 302, is not only adamant but has also cancelled the booking, which needs to be scrutinized during the inquiry, but at this stage, since there is registered agreement for sale executed between the parties, and complainant has paid Rs. 28,00,000/- out of total consideration Rs. 33,00,000/-, it appears that there are prima facie case and balance of convenience in favour of the complainant. There is no loss to the respondent if there is a stay on sale of the said Flat No. 302 to a prospective buyer, but there will be naturally loss to the complainant.
9. On submission of the parties it further transpires that previously, on 26.06.2026, the present complainant, along with others, have filed Complainant Case No. RERA/CC/661/2022, which was disposed of on 25.05.2026 and learned SPO, Mr. Vinod Kumar Tiwari, has directed the respondent to install lift, complete the project as per agreement for sale within 60 days after receiving the remaining consideration amount from the complainants, which has naturally caused annoyance to the respondent; otherwise, he would not have taken such attitude against the complainant, like cancellation of allotment. In such view of the matter, the required stay in execution of sale deed by the respondent to any prospective buyer has to be passed. Accordingly, the respondent promoter/his representative is

restrained to execute sale deed with respect to the Flat No. 302 as well as car parking space in the project, Sahay Mansion, till further order of this Bench/ Authority.

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

Put up on 21.10.2026 for further hearing.

Sd/-

**(Ved Prakash)**

Special Presiding Officer