

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

**RERA/CC/219/2023, 220/2023, 221/2023, 241/2023, 416/2024,
449/2024, 452/2024, 453/2024, 490/2024, 491/2024, 454/2024,
419/2024, 261/2024, 417/2024, 450/2024, 461/2024, 462/2024,
492/2024, 463/2024, 69/2024, 70/2024, 470/2024, 221/2024,
326/2024, 329/2024, 335/2024, 339/2024, 76/2025, 340/2024,
93/2024, 251/2024, 265/2024, 266/2024, 278/2024, 279/2024,
511/2023, 114/2024, 177/2024, 183/2024, 468/2024, 61/2024,
160/2024, 290/2024, 458/2024, 383/2024, 42/2025, 27/2024**

Mr. Manish Kumar & others

....Complainant(s)

Vs

M/s Sri Anuanand Construction Pvt. Ltd.

....Respondent

PROJECT- Capital Centre

For the complainants:

Mr. Amit Singh, Mr. Sumit Kumar, Mr.
Punit Kumar, Mr. Ishtiyaque Hussain,
Mr. Akash Raj, Mr. Ranjan Srivastava &
Mr. Saswat Kumar, Ms. Misa Bharti, Mr.
Suresh Mishra, Mr. Majahar Alam
(Advocates)

For the respondent :

Mr. Mukul Kumar Singh with Mr.
Sashwat Kumar (Advocates)

27.08.2025

PROCEEDINGS (Interim Order)

Learned counsel(s) on behalf of complainants, as reflected above, are present in person while none was present on behalf of the complainants in complaint cases, 61/2024, 160/2024 and 383/2023. On the other hand, Shri Mukul Kumar Singh and Shri Sashwat Kumar, learned advocates appears on behalf of respondent in all the cases.

2. Since all the aforesaid complaint cases are arising out of disputes with respondent company, M/s Sri Anuanand Construction Pvt. Ltd and the relief(s) sought by the complainants are also of same and similar nature, they are taken up together for hearing and passing a single order which will be applicable to all the cases.

3. Learned counsel for respondent files reply to the petition dated 25.04.2025 filed by the complainants, Sri Manish Kumar and others, after supply of copy to the learned counsel for complainants. Keep it on record.

4. Learned counsel for complainants, Sri Amit Singh, Sri Sumit Kumar, Sri Punit Kumar and others by referring the Development Agreement Cancellation Deed no. 19511 dated 20.12.2022 executed by the landowners, Sri Rajat Kumar, Sri Sahil Kumar, Sri Anup Kumar, all sons of late Birendra Kumar Singh R/o village- Mustafapur, Post and P.S Khagaul, Danapur, District Patna 801105 with M/s Sri Anuanand Construction Pvt. Ltd through its Director, Sri Bimal Kumar, son of late Anand Kishore Srivastava, resident of Mohalla- Mitra Mandal Colony, P.S. Gardanibagh, District Patna for cancellation of Development Agreement deed no. 5552/2019, Serial no. 5768, Token no. 6041/2019 registered on 29.04.2019 with respect to the land bearing Khata no. 180, Part plot no. 438, area 27 Decimals having Boundary North -Devendra Singh, South& East -Sri Kailash Singh, West -Dukhan Singh and Khata No.268,Plot No 618, Area-54 Decimal, Boundary North -Rajendra Singh, South -Ram Bhawan Singh, East -Krishna Rai, West- Rabindra Kumar, situated at Mauja- Mustafapur, P.S. Khagaul, District- Patna, submit that the respondent promoter with intention to commit fraud on the complainants in conspiracy with the stranger promoter has got cancelled the Development Agreement which is with respect to part of the project land and later on got executed a fresh Development Agreement to amalgamate the land in question with the project, Surya Signature.

(i) The learned counsel for the complainants further by referring the development agreement deed no. 985 dated 08.02.2023 executed by the same landowners, namely, Sri Rajat Kumar, Sri Sahil Kumar and Sri Anup Kumar, all sons of late Birendra Kumar Singh, resident of village – Mustafapur, P.S and P.O – Khagaul, Danapur, Patna with M/s Surya Nest Build Ltd through its Director, Shri Tarun Kumar, son of late Jagdish Prasad Singh, resident of Nutan Tower, Kankarbagh, Patna – 800020 for development of the project land bearing Thana no. 36, Tauji- Bihar, Government, Khata no. 180, Part of Survey Plot no. 438, area 27 Decimals, situated in village – Mustafapur, Survey Thana-Danapur, Hall Thana-Khagaul, District – Patna submit that the landowners in conspiracy with present respondent promoter and new stranger promoter, M/s Surya Nest

Build Ltd through Director Tarun Kumar has got executed a fresh development agreement with respect to same 27 decimals land which was got freed from cancellation of development agreement dated 20.12.2022 from the present promoter, Shri Anu Anuanand Construction Pvt. Ltd through its Director, Shri Bimal Kumar.

5. Learned counsel(s) for the complainants further submit that the Hon'ble Authority on 06.12.2018 had issued registration certificate with respect to the project, Capital Centre, where in land of khata no. 180 and plot no. 438 is included along with other khatas and plots of land. They further submit that the respondent promoter only with malafide intentions and with a view to causing financial loss to the allottees of the project has alienated part of project land of khata no. 180, plot no. 438, area 27 Decimals. They further submit that both the promoter and landowners, as named above, have knowingly and intentionally violated the provisions of sections 7, 15 and 38 (3) of RERA Act, 2016, which is punishable under section 61 of the Act. They further submit by showing photographs of the construction done on the part of the project land sold in their favour that the new promoter, M/s Surya Nest Build Ltd is developing the said land on war footing, hence they may not be allowed to carry on any development work on the part of the project land bearing khata no. 180, plot no. 438, area 27 Decimal, otherwise the interest of the allottees would be badly affected. They further submit that in aforementioned situations the new promoter, M/s Surya Nest Build Ltd. has to be restrained from developing/constructing as well as getting registration of the project on said land and they may also be restrained to execute agreement for sale and sale deed to prospective home buyers till disposal of the present complainant cases, otherwise, the matter will lead to further complications. They further submit that to safeguard the interest of the present complainants/allottees, the new promoter, M/s Surya Nest Build Ltd and its Director along with landowners, Sri Rajat Kumar, Sri Sahil Kumar and Sri Anup Kumar may be impleaded as respondent together with the present promoter, M/s Sri Anuanand Construction Pvt. Ltd and its Director, Shri Bimal Kumar as they are the necessary parties and further, a letter may be issued under section

32 (a) (c) (j), 32 and section 38 of RERA Act, 2016 to the competent Authority not to grant approval of map plan with respect to the aforesaid land bearing khata no. 180 ,plot no. 438, area 27 Decimals till disposal of the present case and letter may be issued to the Enforcement Directorate (ED) and Economic Offences Unit (EOU) to register FIR and investigate the matter and also refer the matter to the Competition Commission of India for inquiry.

6. Learned counsel(s) appearing on behalf of respondent by filing reply to the petition of the complainants submit that the respondent promoter has always acted in accordance with the provisions of RERA Act, 2016 and he has already invested a substantial sum in the project as the expenses reflected will show his commitment. He further submits that the cost of the project is about 408.26 crore out of which the respondent promoter has incurred the expenses of 72.37 Crore despite the default on the part of these complainants/buyers in making payments toward the remaining consideration and these facts are sufficient to show the commitment and bonafide intentions on part of the respondent to complete the project. He further submits that these complainants have booked flats/units in the project, but have failed to pay the consideration as agreed and the respondent collectively received amount from the complainants is around Rs.one Crore out of the total consideration Rs.4 Crore. Thus, the failure on the part of the complainants to pay the regular installments as per agreement constitutes a contractual default. Further, non-payment by the complainants has directly impacted on the progress of the project, which demonstrates that the allottees/complainants should bear the responsibility for delay of the project. He further submits that the respondent has always legitimate demand for payment of installment, but the complainants have never intended to honor the demand letter. He further submits that in such circumstances, the possession of flat could not be handed over to the complainants. He further submits that the delivery of possession of flats is contingent upon the multiple conditions. The complainants cannot skip over the liabilities agreed upon in the agreement, but they are blaming the respondent promoter for delay of the project, which is unreasonable.

7. Learned counsel for respondent further submits that prior to the sanction of the project map, the respondent has executed development agreement with the landowners, but unfortunately, certain landowners withdrew /cancelled the said agreement, stalling the progress of the project, which was entirely beyond the control of the respondent promoter. He further submits that the allegation made by the complainant that the respondent promoter connived with the landowners to illegally cancel the development agreement is baseless and false as the respondent himself has suffered an immense financial loss due to such withdrawal from the project and cancellation of development agreement by the landowners. He further submits that the respondent is pursuing remedies and making efforts to overcome these hurdles and allegations of the complainants are deliberate attempt to mislead the Hon'ble Authority. He further submits that the respondent is acknowledging the difficulties faced by the complainant and if they wish to withdraw from the project, the respondent is always ready to refund the principal amount to the complainants after reconciliation. He further submits that the allegations of the complainants are unfounded and intended only to harass the respondent promoter. He further submits that if the complainants genuinely wish to continue with the project, they must cooperate with the respondent and refrain from acts such as protest, demonstration or defamatory publications against the respondent promoter. He further submits that the respondent promoter realizes the unavoidable difficulties faced by them and respondent undertake that after approval and financial arrangement are available, the booked flats will be completed and handed over to the complainants within the time allocated by the bench/authority. Hence, the complainants are expected to cooperate with the respondent promoter in the light of spirit of the agreement for sale executed between the parties. He further submits that the respondent may be permitted for an adequate and reasonable time to complete the project in the light of the fact that revised map approval is required from the competent authority, which is compulsory as certain land have been withdrawn by the landowner causing unavoidable delay. Further, the respondent may be permitted to complete the project and hand over the possession of respective

flat to the allottees in accordance with law and terms of the agreement. He further submits that the complainants may be permitted to withdraw from the project if they so desire and further to allow the respondent to initiate the process of refund of their deposited amount after due conciliation. Further, an appropriate direction may be passed restraining any defamatory publication or creating hurdles against the promoter during the pendency of the project and its completion so that the respondent promoter may proceed with construction work smoothly in the larger interest of home buyers.

8. Heard and perused the record.

9. Admittedly, the Development Agreement Deed No. 5552/2019 dated 29.04.2019 was executed between the landowners, Sri Rajat Kumar, Sri Sahil Kumar and Sri Anup Kumar, sons of late Birendra Kumar Singh, resident of Mustafapur, P.O. & P.S – Khagaul, Danapur, District – Patna 801105 and Sri Bimal Kumar, Director of the respondent company, M/s Sri Anuanand Construction Pvt. Ltd with respect to project land bearing khata no. 180, plot no. 438 area 27 decimals, situated in Mauja Mustafapur, Thana- Khaugal, District – Patna. It is further admitted case that the Authority has issued registration certificate with respect to the project, Capital Centre on 06.12.2018/14.05.2019 to the respondent promoter, which included khata no. 180 Plot no. 438 along with land of other Khatas and Plots of Mauja Mustafapur, Sub-division – Danapur, Patna. It is also an admitted case that the landowners, Sri Rajat Kumar and others have executed the Development Agreement Cancellation Deed No. 19511 on 20.12.2022 of previously executed and registered Development Agreement Deed No. 5552/2019 on 29.04.2019 with respondent promoter Sri Bimal Kumar, Director of M/s Sri Anuanand Construction Pvt. Ltd. with respect to part of the project land bearing khata no. 180, plot no. 438 area 27 decimals having boundary as N – Sri Devendra Kumar, S.& E. – Sri Kailash Singh, W- Sri Dukhan Singh. It is further admitted and surprising fact that the said land owners, Sri Rajat Kumar and others after execution of Development Agreement Cancellation Deed dated 20.12.2022 further executed registered Development Agreement No. 985 dated 08.02.2023 with

new stranger promoter, M/s Surya Nest Build Ltd through its Director, Shri Tarun Kumar, son of late Shri Jagdish Prasad, resident of Nutan Tower, Kankarbagh, Patna – 800020 with respect to the development of the part project land bearing khata no. 180, plot no. 438, area 27 decimals with new nomenclature of the project, Surya Signature comprising other lands as well.

10. Learned counsel for complainants by showing photographs of alleged land bearing khata no. 180, plot no. 438 area 27 decimals handed over by the respondent promoter, Shri Bimal Kumar to new promoter, Shri Tarun Kumar, Director of M/s Surya Nest Build Ltd submit that the new promoter has constructed boundary wall of the said land separately demarcating other project land of project Capital Tower and started levelling and piling works and further submit that the new promoter, Sri Tarun Kumar is working fast to construct the project, Surya Signature on this transferred land. The handing over of possession by respondent promoter to new promoter and construction works thereon is prejudicial to the interest of home buyer complainants of the present project.

11. From the submissions of the learned counsel for respondent it appears that the respondent has tried his best to shift the burden on the allottees/complainants, alleging that they have failed to make payment of installment of legitimate demand raised by the promoter and he has further alleged that the complainants have themselves breached their obligation as agreed in the agreement for sale. He has further alleged that due to non-cooperation of the home buyers, the project got stalled. So, the landowners withdrew /cancelled the development agreement which was entirely beyond the control of the respondent promoter. He has further denied the allegation of the complainants that the respondent has connived with aforesaid landowners and as such allegations are baseless, false and afterthought. As a matter of fact, the respondent himself is pursuing remedy and making efforts to overcome these hurdles.

12. On perusal of the record, it further appears that the respondent promoter, Sri Bimal Kumar has knowingly and intentionally executed the Cancellation of Development Agreement Deed No.19511 dated 20.12.2022,

through which the Development Agreement Deed No. 5552/2019 Dated 29.04.2019 was cancelled. The stand of the respondent promoter appears baseless as if he was so active for the development of the project then he would have filed complaint cases against the defaulter complainants under the provisions of section 19 (6) & (7) of RERA Act, 2016 for recovery of remaining consideration along with interest, but instead of taking an appropriate legal action against the defaulter allottees, he has preferred to get personal benefit through cancellation of Development Agreement and thereby got huge monetary benefits, otherwise he would not have taken such illegal and irresponsible action in the matter.

(a) It is also not out of place to mention here that section 15 of RERA Act, 2016 emphasizes that the promoter shall not transfer or assign his majority rights and liabilities in respect of real estate project to a third party without obtaining prior written consent from 2/3rd allottees, except the promoter and without prior written approval of the authority, provided that such transfer or assignment shall not affect the allotment or sale of apartments, plots or buildings as the case may be, in real estate project made by erstwhile promoter. The second paragraph of this section also assigns certain conditions on the promoter. It also appears that as aforesaid stated, such kind of activity by the promoter during the development of project, may lead to his involvement in unfair practices or irregularities. It also shows that the present promoter, Sri Bimal Kumar, in collusion with the landowners, Sri Rajat Kumar and others as well as new stranger promoter, Sri Tarun Kumar have deprived the home buyers/complainants from getting the flats along with common area of the project within the stipulated time as per the conditions incorporated in the agreement for sale of flats to each and every allottees/complainants.

(b) On basis of discussions made over, it is evidently clear that the respondent promoter, Shri Bimal Kumar in conspiracy with others has alienated /transferred the part of project land in utter violation of provisions of section 15 of RERA Act, 2016. Hence, penalty under section 61 of RERA Act, 2016 may be imposed against the respondent promoter, Shri Bimal Kumar for violation of provisions of section 15 of RERA Act, 2016. Section

61 of RERA Act, 2016 says that if the promoter contravenes any other provisions of this Act other than that provided under section 3 or section 4, or the Rules and Regulations made thereunder, he shall be liable to a penalty which may extend up-to 5 % of estimated cost of Real Estate Project, as determined by the Authority.

(c) In the present case, the respondent promoter, Shri Bimal Kumar, in reply, has admitted the cost of project as Rs. 408.26 Crores. Hence, the penalty up-to 5 % of project cost would be more than Rs. 20 Crores.

13. In such facts and circumstances as well as considering the immoral and illegal activities of the respondent promoter, Sri Bimal Kumar and others, this bench has no option but to take/initiate legal action for granting the appropriate reliefs to the home buyers / complainants as the constitution of the Authority is done under section 20/21 of RERA Act, 2016 to safeguard the interest of homebuyers, which cannot be taken away by any land owner, promoter/stranger promoter etc. Accordingly, the bench issues the following directions under the provisions of sections 35, 36, 38 of RERA Act, 2016.

(i) The landowners, Sri Rajat Kumar, Sri Sahil Kumar and Sri Anup Kumar, sons of late Birendra Kumar, resident of village Mustafapur, P.O and P.S – Khagaul, Danapur, District Patna, 801105 and M/s Surya Nest Build Ltd, as well as its Director, Sri Tarun Kumar, son of late Jagdish Prasad Singh, resident of Nutan Tower, Kankarbagh, Patna -800020 be impleaded as respondents.

(ii) The competent authorities, PMAA and Khagaul Nagar Parishad shall not grant approval of map / plan to the new promoter, Sri Tarun Kumar with respect to the aforesaid land bearing khata no. 180, plot no. 438 area 27 decimals situated at Mauza- Mustafapur, Survey Thana –Danapur, Hall Thana –Khagaul, District -Patna in the name of Surya Signature/in any other name till the disposal of the present complaint cases by the Bench/Authority.

(iii) The complainants are permitted to lodge criminal case, if so advised, against the aforesaid present promoter, landowners and new promoter, Sri Tarun Kumar.

(iv) The transfer of title and construction work on the land bearing khata no. 180, plot no. 438 area 27 decimals situated at Mauja Mustafapur, P.S. – Khagaul, District – Patna, Thana no. 36 with boundary , N.- Survey plot No 624 and 625, S.&E.- Md. Sabina , W.- Survey Plot No.439 being part of the land of the project, Capital Centre by new promoter, Sri Tarun Kumar, Director of M/s Surya Nest Build Ltd shall remain stayed till further order of this Bench/Authority.

(v) The present promoter, Sri Bimal Kumar, Director of the respondent company be placed in the defaulter list along with his photograph for illegal and immoral activities with respect to the project, Capital Centre.

(vi) The registration of the project, Capital Centre is lapsed, so the respondent promoter shall submit a list of allottees for appropriate action by the Authority under Section 8 of RERA Act, 2016.

(vii) The land owners, Shri Rajat Kumar and others are restrained to alienate / transfer the project land area 54 decimals, khata no. 268, plot no. 618 situated at Mauja Mustafapur, P.S. Khagaul, District – Patna with boundary – N.- Rajendra Singh, S.- Ram Bhawan Singh, E.- Krishna Rai, and W. -Shri Rabindra Kumar in favour of any prospective buyer/promoter/LLP etc till further direction/order of the Bench/Authority as the said land is part of the project, Capital Centre and Registration Certificate was issued by the Authority in favor of promoter with respect to the said project. The competent Authorities are also requested not to approve the Map/Plan with respect to aforesaid land area 54 decimal of Khata No.268, Plot No.618 situated at Mauja -Mustafapur ,P.S Khagaul ,District Patna till further order of the Bench/Authority.

(viii) The promoter, Bimal Kumar, Director of M/s Sri Anuanand Construction Pvt. Ltd is restrained from executing fresh agreement for sale /sale deed in favour of new prospective buyer till further order of Bench/Authority as the project, Capital Centre is a lapsed one.

(ix) A penalty of Rs. 15 Lakhs is hereby imposed upon the respondent promoter, Shri Bimal Kumar under the provisions of

section 61 of RERA Act, 2016, which is less than 0.1% of admitted estimated cost of the project Capital Centre in reply of the respondent. The respondent is directed to deposit the penalty amount within 60 days, failing which coercive step will be taken against him.

(x) The District Sub-registrar, Patna, Sub-registrar, Danapur and Sub-registrar, Phulwarisharif are directed not to register conveyance deed/sale deed/agreement for sale with respect to the aforementioned land of the project till further order of this Bench/Authority. Copy of this order be sent to these officers through I.G. Registration, Bihar, Patna for needful.

(xi) Copy of the order be placed in registration record/file of the Authority with respect to the project, Surya signature and Capital Centre for future reference.

14. Issue notice against the newly added/impealed respondents to appear and file reply till the next date. The office is directed to send copy of this order to the aforesaid competent authorities for needful on their part.

Put up on 14.11.2025 for appearance of the respondents.

Sd/-
(Ved Prakash)
Special Presiding Officer