



**REAL ESTATE REGULATORY AUTHORITY (RERA)**  
**IN THE COURT OF ADJUDICATING OFFICER**  
4<sup>TH</sup> & 6<sup>TH</sup> FLOOR, BIHAR STATE BUILDING CONSTRUCTION CORPORATION CAMPUS  
HOSPITAL ROAD, SHASTRI NAGAR  
PATNA-800023

**Case No. RERA/CC/541/2019**

**RERA/AO/134/2019**

Smt. Urmila Kumari .... Vs Complainant

Vs

M/s Om Narayan Construction ... Respondent

**Project: PATLIPUTRA HERITAGE**

**ORDER**

**05/07/2024:**

Hearing taken up. There is no representation on behalf of the complainant, but Mr. Jai Ram Singh, learned counsel for the respondent is present.

Learned counsel for the respondent files a maintainability petition stating therein that this complaint petition for compensation is not maintainable before this court in view of the provisions of Regulation 6 of the Bihar Real Estate Regulatory Authority (General) Regulations, 2021 (hereinafter referred to as 'Regulations, 2021') as some of the landowners have sold their share before the project is completed and as such the complainant, who is one of the landowners out of ten land owners of the development agreement, comes under the category of co-promoter. Let the petition be kept on record.

I have heard learned counsel for the respondent and perused the records. It appears from the records that for the last four dates either there was no representation on behalf of the complainant or made prayer for adjournment to argue the case. This shows that the complainant has no interest to pursue her case seriously.

In such circumstances, I have heard learned counsel for the respondent on the maintainability petition.

Relevant extract of Regulation 6 of the ‘Regulations, 2021’ is quoted hereinbelow for the facility of quick reference:

**“6. Landowner to be Treated as Promoter or Allottee.-** (1) The Authority or the Adjudicating Officer, as the case may be, while disposing of applications under Section 31(1) of the Act, would decide whether the landowner, who has entered into a Development Agreement with the promoter, would be considered as an allottee or as a promoter, depending upon the facts and circumstances of the complaint that may be placed before it.

*Explanation 1.-* Since the landowner ‘causes a project to be constructed’ as defined in Section 2 (zk) of the Act, he along with the promoter would be jointly responsible for fulfilling the obligations to the allottees as mentioned in the Agreement to Sale, if;

... ..  
... ..

(c) The landowner markets, advertises or sells his/her share of apartments before the project is completed.”

Learned counsel for the respondent submits that a development agreement was executed by 10 landowners with the promoter and the complainant is one of them. He further submits that one landowner namely, Sri Ram Kheladi Ray sold one flat of his share with one Rajeev Ranjan bearing Flat no.408, Block-B of project Patliputra Heritage through a deed of absolute sale bearing no.9505 dated 18.11.2020 and another flat with Sharwan Kumar bearing Flat No.303, Block-C of the said project through a deed of Absolute sale bearing no.6741 dated 09.06.2021 and in support of his submission he has annexed the copy of the aforesaid sale deeds. He lastly submits that the possession of respective shares of all the landowners have been handed over. Initially the complainant has not accepted the possession of her share but later on she has taken possession of her share. Now there is no grievance remains of any of the allottee/landowners and as the complainant also comes under the category of co-promoter this case is fit to be dismissed under the provisions of Regulation 6 (1) (c) of the ‘Regulations, 2021’.

Having heard learned counsel for the respondent and perusal the records including the maintainability petition it appears that the

present case is not maintainable because under the provisions of Regulation 6 of 'Regulations, 2021' the complainant also comes under the category of co-promoter because some of the landowners (out of ten landowners) who have jointly executed development agreement have sold their share. This fact is evident from the deed of absolute attached with the maintainability petition.

**Accordingly this case is not maintainable before this court under the provisions of Regulation 6 of the 'Regulations, 2021' and is hereby dismissed. The complainant shall be at liberty to pursue her claim, if any, before the competent civil court.**

**Sd/-  
(Ambrish Kumar Tiwari)  
Adjudicating Officer**