

**RAJASTHAN REAL ESTATE REGULATORY AUTHORITY  
JAIPUR**

**COMPLAINT NO. RAJ-RERA-C-N-2024-7508**

**GOVIND KRIPA INFRATECH PVT.LTD.**  
205-206, Prakashdeep Complex,  
Near Mayank Trade Centre  
Station Road, Jaipur,  
Rajasthan 302006

**Complainant**

**Versus**

**VARSHA SHARMA**  
196, Raj Vihar West, Sirsi,  
Jaipur, Rajasthan 302012

**Respondent**

**HON'BLE MEMBER: SUDHIR KUMAR SHARMA**

**PRESENT:**

- (1) Adv. Mitesh Rathore, Adv. Aarti Shekhawat and Adv. Yogesh Sharma on behalf of complainant
- (2) CA Praneti Agarwal, Adv. Alka Kaushik & Adv. Muskan Gupta on behalf of respondent

**ORDER**

**28.08.2025**

1. The present complaints are filed under Section 31 of the Real Estate (Regulation and Development) Act, 2016, concerning the group housing project 'GKB'S GRACE', Khasra No./ Plot No.GH-4 , Village- SARANGPURA, BHAMBORIA, BAGRUKHURD & THIKARIA , OMAXE CITY , Jaipur - 302026 (Rajasthan) registered with the Authority under registration number RAJ/P/2017/298.

2. The respondent allottee booked a Flat No. 504 on 5<sup>th</sup> floor of Tower D in the said project for basic sale



*Sudhir*



consideration of Rs. 21,08,768/-. The Agreement to Sale dated 14.10.2020 states that the project shall be completed within 36 months with a grace period of 6 months and thereafter possession shall be offered. This possession date comes to 14.04.2024. That, the allottee paid total of Rs. 15,74,805/- till 31.03.2021. The complainant had made payment of Rs. 2,86,088/- towards home loan, in the loan account of respondent no. 1 from the year 2020 till March, 2023. Thus, the effective payment of Rs. 12,88,717/- was made by the respondent-allottee.

That, several demand letters were raised by the complainant on 10.04.2023, 15.05.2023, 30.06.2023 and 10.08.2023 for the payment of remaining balance consideration. Since, the allottee failed to respond these letters, a notice of cancellation of booking was issued on 20.09.2023 by the complainant intimating respondents to make balance payment within next 60 days and thereafter, an intimation of cancellation was issued on 30.11.2023.

Hence, the complainant prayed for the Authority to cancel the agreement to sale and complainant be entitled to forfeit the deposited amount as per terms of the agreement along with interest till the date of cancellation.

3. On 05.02.2025, the counsel for the respondent-allottee filed the reply to the complaint. It was stated that the

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respondents have paid a sum of Rs. 15,90,573/- towards the total sale consideration of Rs. 21,08,768/- for said unit till date. The due date for handing over possession of said unit was 14.04.2024 as per terms of the agreement to sale. Based upon map revision application dated 25.06.2022 submitted by the complainant, the built up area of said unit was increased without the consent of respondents from 486.28 sq. ft. to 721.37 sq. ft. in violation of the terms agreed upon in the agreement for sale and the promoter demanded increased amount on revised sale consideration of Rs. 27,14,250/-. That, no demand letters or intimations have been raised and delivered to the respondent till date. Accordingly, respondent prayed to dismiss the complaint on the basis of preliminary objections, quash intimation of cancellation letter dated 30.11.2023 and to direct the complainant to handover possession of said unit along with interest from date of each payment till the transfer of possession of the flat.



4. During hearing, the counsel for complainant argued that they have obtained valid completion certificate for said project on 28.06.2023. That, despite of serving several demand letters and intimations of cancellation the respondent has failed to make the payment of outstanding amount till date. That, in accordance to the clause 2 and 3 of Article IV and clause 8 of Article V of the agreement to sale, the said unit has been cancelled vide intimation of cancellation letter dated

*Sanjay*



30.11.2023. That, the respondent have effectively only paid a sum of Rs. 12,88,717/- towards total sale consideration of said unit till date. That, the complainant is entitled to charge delay interest as per Section – 19(6) and 19(7) of the Act for the remaining balance consideration amount. Hence, the complainant prayed before the Authority to cancel the agreement to sale and allow refund of amount paid by them towards respondent's loan account and complainant be entitled to forfeit the deposited amount along with charge of delay interest as per terms of the agreement to sale.



5. The counsel for respondent argued that demand letter, notice of cancellation of booking dated 20.09.2023 and intimation of cancellation letter dated 30.11.2023 are fabricated and forged documents which have never been received by the respondents, and these needs forensic investigation. That, the agreement for sale executed between the parties on 14.10.2020 is not as per the prescribed format of the Form – G as mentioned in the Section – 13 of the Act. The due date for handing over possession of said unit was 14.04.2024 but, the complainant promoter has failed to fulfil his contractual obligations. Hence, the respondent prayed before the Authority to dismiss the present complaint on the basis of preliminary objections, quash the intimation of cancellation letter dated 30.11.2023 and to direct the complainant to deliver the possession of said unit along with

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interest from each date of payment till the transfer of possession of the flat.

6. Heard and perused the record.

7. The status of said project on the official website of the Authority is verified by the Law Officer. The project is currently marked under the "COMPLETED & OC ISSUED" category. Total two extensions were sought by the respondent, and the current extension will expire on dated 30.06.2023. The force majeure extension period expired on 30.06.2022. The said project status on the official website of the Authority is taken in judicial notice by the Authority.

8. Observations & Conclusions:

It is noted that the the basic sale consideration of said unit is only Rs. 21,08,768/- (exclusive of GST). This is the same amount mentioned in the agreement to sale dated 14.10.2020 also. The promoter in his complaint did not mention about revision of sale consideration due to map revision, but subsequent to reply of the allottee, admitted that map revision was on account of design charges and improvement made to enhance the overall quality and livability, as per JDA's approval dated 29.03.2022. The allottee has claimed that her consent was not taken for the revision. The revision of sale consideration from Rs. 21,08,768/- to Rs. 27,14,250/- is around 29% and loading an



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additional burden on allottee is not justified when she had booked a one BHK flat.

The allottee is claiming that Rs. 15,90,573/- i.e. more than 75% of the amount towards basic sale consideration duly paid till 31.03.2021, which was much higher than the stage of completion of 49% in March, 2021 as per QPR ending on March, 2021.

The promoter claims that a sum of Rs. 2,86,088/- was paid by them on behalf of complainants as Pre-EMI payment from year 2020 to March, 2023 and the same shall be excluded from the total deposited amount which then comes to be Rs. 12,88,717/-.



The Authority is of the view that the amount paid by the promoter as Pre-EMI, from year 2020 till March, 2023 which is also admitted in the e-mail dated 27.11.2021 from one Vijay Kumar Jha from complainant's side to the allottee, was paid on account of interest liability owned by the him on account of delay in possession, and it cannot be excluded from the total deposited amount by the allottee.

Going by these facts, it is evident that the allottee had paid 75% of the sale consideration till the issue of alleged cancellation letter.

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The promoter claims that the delay in completing said project was due to unforeseen reasons beyond their control such as Bajri Ban, Demonetization, Non-availability of raw materials, etc. are of general nature and not supported with any substantive proof/evidence. The due date of handing over possession of said unit was 14.04.2024. The promoter obtained completion certificate on 28.06.2023 and occupancy certificate on 11.06.2024 respectively.

There is no record of sending demand letter to the allottee by the promoter previous to 10.04.2023 which can show that demands were made by the promoter based on stages of completion of the project/construction linked plan. Also, the demand letter dated 10.04.2023 brought on record by the complainant mentions that the said project is in its final stages and it offered possession to the allottee well before obtaining completion or occupancy certificates.

Further the credibility of demand letters and offer of possession issued by the promoter on and after 10.04.2023 is also questionable. The promoter claims to have issued these letters but failed to provide original copies or proof of service/receipt. Further, these demand letters, nowhere mention increase in area or resultantly increased demand or balance due amount.

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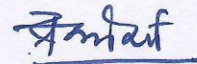
Also, it is interesting to note that the completion certificate was issued on 28.06.2023 and occupancy certificate was issued on 11.06.2024 but, the demand letter cum offer for possession dated 10.04.2023 was issued prematurely by the promoter without obtaining any necessary certificates. Similarly, the reminder letters 15.05.2023 and 10.08.2023 were also issued prematurely by the promoter without obtaining these certificates, which is a pre-requisite for making valid offer of possession as prescribed under the Section – 19(10) of the Act –

Even, if it is presumed that the cancellation letter was issued, even then the allottee cannot be legally forced to take possession of said unit before the issuance of valid completion certificate as well as occupancy certificate.

Looking to the fact that allottee had paid substantial amount till 31.03.2021, and the project was delay on part of the promoter, the said intimation of cancellation letter dated 30.11.2023 is bad in law, and deserves to be quashed.

9. Based on above discussion at para 8 following emerges:

- i) Basic Sale Consideration : Rs. 21,08,768/-
- ii) Amount paid by the complainant: Rs. 15,90,573/-
- iii) Balance sale consideration payable after adjustment of above (ii) : Rs. 5,18,195/-







10. In view of the above facts and findings, the Authority hereby orders:

- i. Intimation of cancellation dated 30.11.2023 issued by the complainant-promoter is quashed.
- ii. The complainant-promoter is directed to issue fresh valid offer of possession and execute the sale deed in favour of the allottee as per the following directions:-
  - (a) The complainant-promoter shall pay interest @ 10.90% (SBI Highest MCLR 8.90% + 2%) per annum on Rs. 15,90,573/-, which has been paid by the allottee till 31.03.2021. Interest is allowed to the allottee from 13.05.2024 till the date of occupancy certificate i.e. 11.06.2024. The interest paid by the complainant promoter to financial institution from 11.11.2019 to 31.03.2023, will be deducted from this amount of interest so computed.
  - (b) After such adjustment of accrued interest, the allottee shall pay the net balance sale consideration and also discharge all other dues including taxes and charges as mentioned in Article III, Clause 2(a-h) of the Agreement to sale dated 14.10.2020, at the time of taking possession.

11. Compliance of this order shall be made within 45 days from uploading of this order.


*[Signature]*





12. The complaint stands disposed of with the above directions. The Authority shall upload a copy of order on the official website and communicate the same to both parties and also place in case files.



  
(Sudhir Kumar Sharma)  
Member

RAJASTHAN RERA