

**RAJASTHAN REAL ESTATE REGULATORY AUTHORITY
JAIPUR**

1. COMPLAINT NO. RAJ-RERA-C-N-2021-4775

SHALINI MEHTA

COMPLAINANT

6-B/6, Navkar Society, G-Sec, Ext.
Shastri Nagar, Jodhpur, Rajasthan - 342001

Vs

**MANTRA LIFESTYLE HOMES
PRIVATE LIMITED**

RESPONDENT

Office No. 14, 4th Floor, Unique Destination,
Laxmi Mandir Crossing, Tonk Road, Jaipur - 302015

HON'BLE MEMBER: SUDHIR KUMAR SHARMA

PRESENT

1. Adv Devendra Khatri on behalf of the complainant
2. Adv Disha Bohra on behalf of the respondent

ORDER

12.06.2025

1. The complainant has lodged a complaint on 11.01.2022 under Section 31 of the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as 'the Act') with regard to the project "**Unique Apex Towers Phase - I**" registered with the Authority bearing registration number **RAJ/P/2017/453**.

2. The complainant booked unit/flat no. 501, Block B on the 5th Floor in the said project. Agreement to sell was executed between the parties on 28.06.2013. The basic sale consideration of said unit is Rs. 40,93,466/-, out of which the complainant has paid Rs. 34,63,439/- towards sale consideration till date. The expected date for handing over

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possession of said unit was 27.06.2019. The complainant has entered into a tripartite agreement and availed home loan facility from the financial institution *i.e. ICICI Bank* which was disbursed directly in the account of respondent. That, the complainant has served a legal notice on 11.11.2021 requesting refund of deposited amount. The respondent promoter has failed to deliver the said unit within stipulated timeline and thereby, complainant seek prayer for cancellation of said unit and refund along with interest from each date of deposit.

3. The respondent has filed reply in the present complaint on 28.01.2025 stating that the total sale consideration for said unit is Rs. 44,85,466/-. The respondent has not disputed facts regarding agreement to sell, amount deposited till date, and expected date of possession. That, the delay in handover of possession for said unit was due to force majeure events and other circumstances which were beyond the control of the respondent. The respondent prayed that refund along with interest cannot be granted to the complainant and the Authority must direct the complainants to take over the possession of said unit after executing sale deed and payment of balance consideration.

4. During hearing, the counsel for the complainant argued the same facts as stated in his complaint. That, as per the clause 20 of said agreement to sell the respondent promoter

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was under an obligation to handover possession of said unit by 27.06.2019. That, due to no progress or development in construction work of said project till 2021, complainant requested withdrawal/cancellation of said unit. That, the original brochure of said project proposed development of 5 towers along with common amenities but, currently only 3 towers are under construction and necessary common facilities like fire safety infrastructure, community hall, electricity/sewage line are still incomplete. That, the complainant has adhered to the Schedule - 8 of the agreement to sell *i.e. Installment Payment Plan* upto casting of 10th Floor slab, and no further payments were made as the respondent promoter has no valid permission for casting 12th Floor Slab. That, no demand letters/notices were issued by the respondent promoter for payment of balance consideration by indicating progress or stages of construction. The counsel for complainant relied upon the Hon'ble Bombay High Court judgment in the case of ***M/s Pragatej Builders and Developers Pvt. Ltd. vs. Mr. Abhishek Anuj Sukhadia & Anr.***, wherein it was held that the promoter's obligations under the original agreement for possession and interest payments remain unchanged despite subsequent registration under RERA, and COVID-19 does not exempt interest liability. The counsel for the complainants during arguments stated that complainant's

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prayer for refund be allowed with interest from each date of deposit.

5. The counsel for the respondent argued the same facts as stated in his reply to all the complaints. That, the delay in completion of said project was on account of unforeseen circumstances such as accessibility of raw materials, outbreak of COVID-19, GST & Demonetization, etc. That, the Authority has granted extension for said project on account of force majeure events till 31.07.2021 and further extensions on account of reasons other than force majeure until 31.07.2025. The counsel for respondent relied upon the Authority's order in the case of **Amit Khaitan & Ors. vs. Daisy Developers (RAJ-RERA-C-N-2023-5989)**, wherein it was held that in matters for refund no interest shall be allowed for force majeure extension period. That, respondent has sincerely worked towards fulfillment of its obligations and the Tower-B and 95% of the construction work has been completed as evident vide Architect's Certificate dated 30.09.2024. The respondent promoter is willing to offer possession of said unit after obtaining valid completion certificate in 2-3 months, and any refund allowed at these final stages of completion may adversely affect the rights of allottees at large. Hence, respondent prayed for dismissal of present complaint and complainant be directed to execute sale deed.

[Signature]



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 "**IN PROGRESS**" category. Total five extensions were sought by the respondent, and the current extension will expire on dated 31-07-2025. The force majeure extension period expired on 31.07.2021. Quarterly Progress Reports (QPRs) are filed up to the quarter of July to September, 2024 in which percentage completion of construction work (as per Project Engineer's Certificate, R-2) showing the value of 68% work completed. The said project status on the official website of the Authority is taken in judicial notice by the Authority.

8. All these above facts make it clear that the project is still 68% completed even after taking five extensions from the year 2019. The complainant made first payment on 21.08.2012. Agreement to sell was executed on 28.06.2013. Even after paying Rs. 34,63,439/- the complainant is still waiting for such a long period of 12-13 years and the project is still not complete. Now, the complainant cannot be asked to wait further.

Keeping the fact on record that the amount paid by the complainant remained with the respondent for the entire period and project is still not complete, the complainant has

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very unqualified right of refund of the deposited amount along with interest.


9. In view of facts and observations in above paras, the respondent-promoter is directed to refund the deposited amount of Rs. 34,63,439/- to the complainant along with interest @ 11.10% i.e. highest SBI MCLR rate 9.10% + 2.00% from each date of deposit to till the refund is made.

10. This complaint stands disposed of with the abovementioned directions.

11. Compliance of the order shall be made within 45 days of the uploading of this order on the official webpage of the Authority.

12. The order will be uploaded on the webpage of the Authority and also a copy of order will be sent to concerned parties and place a copy of order in the file.




(**Sudhir Kumar Sharma**)
Member