

**RAJASTHAN REAL ESTATE REGULATORY AUTHORITY  
JAIPUR**

**Comp. No. RAJ-RERA-C-N-2021-4543**

**Padam Narayan and Others**

Bansiwala Building, Poker quarters,  
Rani Bazar, Bikaner, Rajasthan 334001

Versus

**Modest Infra Limited**

4th Floor, Unique Destination,  
Laxmi Mandir Crossing, Tonk Road,  
Jaipur, Rajasthan - 302004

**Complainant**

**Respondent**

**Hon'ble Member : Sudhir Kumar Sharma**

**Present**

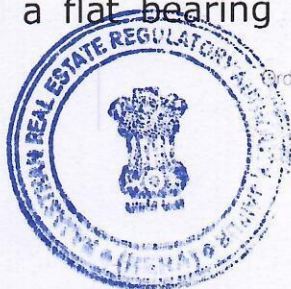
1. Adv Praveen Kumar Purohit on behalf of the complainant
2. Adv Harshal Tholia and Adv Rishu Jain on behalf of the respondent

**ORDER**

**06.05.2025**

1. Present complaint has been filed by the complainant under section 31 of the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as 'the Act'), regarding the group housing project "**Green Meadows**" situated at Khasra No. 87/298, 90, 92, 129, Village-Hema Ki Nangal, Shivdaspura, Tonk Road, Jaipur - 303903, Rajasthan and registered with the Authority bearing registration no. **RAJ/P/2017/200**.

2. The brief facts of the case are that the complainant booked a flat bearing no. A -311 in February, 2012, for



*[Signature]*



which provisional allotment letter was issued on 04.05.2012. In 2014, the complainants were informed by the respondents that they have acquired all necessary certifications from Jaipur Development Authority (JDA) and the flat no. B-301 was confirmed to be allotted to the complainant in the said project on 03.06.2014. The complainant has availed a home loan sanctioned by SBI bank towards the payment of revised total sale consideration for said unit. The agreement for sale was executed on 26.04.2016 between the parties, wherein the scheduled date of possession was to be 26.04.2021. The total sale consideration for said unit is Rs. 25,13,730/-, out of which complainant has paid Rs. 20,58,756/- till date. Since the possession of the flat has been delayed by more than 10 years and the motive of owning a flat is defeated, the complainant prayed for the cancellation of said unit and refund of entire deposited amount along with delayed interest.

3. In the reply filed by the respondents, it was stated that the original date of completion of said project was 31.03.2020, which was later extended by the Hon'ble Authority up to 28.02.2025. The completion certificates for Tower - A and Tower - C in the said project were obtained on 20.05.2022 and 27.05.2022 respectively. In the QPR of said project for January to March, 2023, it is mentioned that approximately 92% of the total construction work has



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been completed till March, 2023. The respondent was constrained to avail the financial assistance under SWAMIH Investment fund, regarding which the Escrow Agreement was executed on 03.12.2020 with Modest Infra Limited, IDBI Trusteeship Services Limited and State Bank of India. The total sale consideration for said unit as per the agreement to sell dated 26.04.2016 was Rs. 25,13,730/-, out of which complainant has paid Rs. 20,58,756/- till date. The respondent is ready to give possession. The respondents prayed for the reply to be taken on record and dismissal of present complaint by the Authority.

4. During hearing, the counsel for complainant argued that no agreement to sell was executed by the respondents even after the payment of more than 15% of the total sale consideration for the said unit until April, 2016. That, the expected date for handing over possession of said unit was on or before 26.04.2021 but, respondent has failed to fulfill their contractual obligations. Till today, the flat is incomplete. The completion certificate as claimed by the respondent is for Tower-A and Tower-C, not for Tower-B in which allotted flat to the complainant is situated. Since the complainant is a government employee and he has been transferred to Delhi, he is now not interested in having possession of the flat and, therefore, his prayer for refund of deposited amount along with interest be allowed.



*Amant*



5. The counsel for respondent argued that a valid completion certificate for Tower -A and Tower - C in the said project were obtained on 20.05.2022 and 27.05.2022. That, the Hon'ble Authority has granted the respondent promoter with several extensions up to 28.02.2025. on account of force majeure events. That, as per the clause 13 and clause 14 of said agreement, it was specified that the timely payment of installments is the essence of this agreement and clarified that any delay in payments shall attract interest @ 24% per annum. That, as per clause 15 of said agreement, the respondent promoter reserved the right to cancel & forfeit any unit in the said project due to non-payment of EMI installments. That, substantial amount is yet to be paid by the complainant. That, when clause 19 and clause 2.1.7 of said agreement are read together, it can be established that the expected date of completion i.e. 26.04.2021 was subject to force majeure events. Since completion certificate has been obtained, therefore, there is no question of refund to the complainant arises. That, as per clause 17 of the said agreement, the respondent promoter shall be entitled to



*Antant*



deduct 15% of the basic sale consideration along with interest in the event of cancellation of a unit in the said project.

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 "**LAPSED**" category. Total five extensions were sought by the respondent, and the current extension expired on dated 28-02-2025. Quarterly Progress Reports (QPRs) are filed up to the quarter of October to December, 2024 in which percentage completion of construction work (as per Project Engineer's Certificate, R-2) showing the value of 94% work completed. Annual Progress Reports (APRs) have been filed upto year 2020-21 on the portal for said project. The said project status on the official website of the Authority is taken in judicial notice by the Authority or when occupancy certificate is likely to be obtained.

8. It is a fact on the record that the project was delayed and the flat to the complainant was not handed over as committed in Agreement for sale executed in April, 2016. It has also been on the record that none of the tower be it Tower-A or Tower-B or Tower-C occupancy certificate has not been obtained by the respondent so far. The



*Antant*



respondent could not complete the project even after a gap of almost 13 years i.e. when the provisional allotment letter was given to the complainant and after 8 years of Agreement for sale. Project is still showing 94% complete and current extension has also been expired on 28.02.2025. The project is in category of 'Lapsed Project'. The respondent during hearing also not committed when the project will be completed.

9. In view of above, prayer of the complainants is allowed and the respondent-promoter is directed to **refund the amount deposited by the complainant (either own sources or through loan from financial institutions) along with interest at the prescribed rate of interest i.e. @ 9.10% (highest MCLR of SBI) + 2% = 11.10% from the each date of deposit to till the refund is made.** Compliance be made within a period of 45 days of uploading this order on the web portal of this Authority.

10. The complaint stands disposed of in terms of above directions. The order be uploaded on the website of the Authority and be also sent to all the concerned parties with placing a copy of order in file.



  
(Sudhir Kumar Sharma)  
Member