

**RAJASTHAN REAL ESTATE REGULATORY AUTHORITY  
JAIPUR**

**COMPLAINT NO. RAJ-RERA-C-N-2023-6887**

**SANJAY KOTHARI & ORS.**

**COMPLAINANT**

T-194, Shukar Bazaar, Uttam Nagar,  
New Delhi - 110059

**Vs**

**ORIRICH REALTORS PVT.LTD. & ORS.**

**RESPONDENTS**

914, Arunachal Building,  
Barakhamba Road, Cannaught Place  
New Delhi

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

**PRESENT**

1. Adv Saurav Harsh on behalf of the complainant
2. Adv Rupendra Singh on behalf of the respondent

**ORDER**

**27.05.2025**

1. The complainants filed the present complaint vide Form -N on 21.12.2023 under section 31 of the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as 'the Act') regarding the project "**Oxirich Sunskriti - II**" registered with the Authority bearing registration no. **RAJ/P/2017/128**.

2. The brief facts of the cases are that complainant booked unit/flat no. 515 on 5<sup>th</sup> Floor in Building No. J-2 of the said project and Agreement for sale was executed between the parties on 22.03.2019 for total sale consideration Rs. 39,86,685 /-. The complainant had paid



*[Handwritten signature]*



Rs. 36,14,666 /- as consideration till 14.07.2023. As per the clause 7.1 of the agreement to sell, due date for handing over possession of said unit was 31.03.2023, but the same has not been handed over to the allottees within stipulated timeline. The complainants have availed a loan facility of Rs. 34,00,000 /- from ICICI Bank for a term of 20 years vide sanction letter dated 18.03.2019. The complainant for the past 4 years paying the interest on the loan amount. The complainant served a legal notice to respondent promoter on 18.11.2023 for the refund of deposited amount but, no response was received yet. Hence, the respondent promoter has failed to handover possession even after payment of almost 90% of the total sale consideration and the complainant prayed for refund of deposited amount along with delayed interest from each date of payment.

3. The respondent has filed reply to the complaint stating that tower J-2 consisting of allottee's unit is 90% complete except fitting work. The total sale consideration for said unit is Rs. 38,75,685/-, out of which complainant has paid Rs. 36,14,666/- till date. The said project was to be completed till 31.03.2021 subject to force majeure events. The respondent promoter claims that the said project has been delayed due to several bona fide unforeseen and uncontrollable reasons such as non-



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availability of raw materials, delay in payments by allottees, outbreak of COVID-19 pandemic, etc. The respondent promoter has availed a valid extension certificate from the Authority until 30.1.2025. Therefore, the respondent promoter claims that the said project is at the verge of completion, and any refund allowed at this stage may adversely affect the rights of allottees at large. Hence, the respondent prayed that the reply be taken on record and present complaint be dismissed. Also, respondent be allowed sufficient time for completion of the project.

4. During hearing, the counsel for complainants argued that the agreement for sale clearly stated that the due date for handing over possession of said unit was 31.03.2023 but, the respondent promoter has failed to complete the project till date. That, more than 90% of the sale consideration has been paid till 14.07.2023 in accordance to the **Part -II of Schedule - G and Schedule - I** of the agreement for sale i.e. *Payment Plan* but, respondent promoter has failed to propose a valid offer for possession for said unit. No completion certificate has been obtained by respondent promoter for said project. Due to loss of opportunity to take over timely possession, the complainant is bearing the brunt of heavy financial burden due to high interest rates on home loan

*[Signature]*





facility availed for a long duration of 20 years and thus, seeks the prayer for refund of deposited amount along with interest from each date of payment.

5. The counsel for respondent argued that the original date of completion for said project was 31.03.2021 subject to force majeure reasons. That, the Authority had granted an extension to the respondent promoter for completion of said project until 30.01.2025. That, the delay caused in completion of said project is bona fide and caused due to unforeseen events such as non-availability of raw materials, outbreak of COVID-19, etc. That, as stated in the reply respondent has already completed more than 90% of the tower J-2 consisting of said unit till date. That, any refund allowed at this stage may hinder the project completion and may adversely affect the rights of allottees at large. That, the respondent promoter is willing to handover the possession of said unit within next 3 months. Thus, respondent promoter prayed that the complainant must be directed to take over possession of said unit after payment of balance consideration.

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



*Ambar*



three extensions were sought by the respondent, and the current extension has expired on dated 30-01-2025. The force majeure extension period for said project was until 30.01.2022, including COVID-19 moratorium period granted by the Authority. 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 55% work completed. Annual Progress Reports (APRs) have been filed upto year 2022-23 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.

8. From the record, it is evident that the respondent had failed to deliver possession of the unit to the complainant as promised. The claim of the respondent during hearing that 90% project is complete is not substantiated by the Quarterly Progress Reports (QPRs) filed by the respondent-builder. The project is lapsed as last extension was valid up to 21.01.2025. Further, the statement of the counsel for the respondent that the project will be completed in next three months cannot be relied up as the application filed by the respondent for extension of the project is still reportedly pending with the Authority and further extension from 21.01.2025 has not been granted till now. In view of all these facts the complainant cannot be asked

*Antar*






to wait longer if he has deposited substantial part of the sale consideration. Thus, the prayer of the complainant deserved to be accepted.

9. The respondent is directed to refund the entire deposited amount to the complainant at the prescribed rate of interest i.e. 9.10% highest MCLR of SBI + 2% i.e. 11.10% per annum from each date of deposit to till the refund is made.

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

11. This complaint stands disposed of with abovementioned directions and consigned to record. The order will be uploaded on the webpage of the Authority and also a copy of order be sent to concerned parties and place a copy in the file.



  
(**Sudhir Kumar Sharma**)  
Member