

**RAJASTHAN REAL ESTATE REGULATORY AUTHORITY  
JAIPUR**

**COMPLAINT NO. RAJ-RERA-C-N-2023-6684**

**TRILOK VIJAY**

**COMPLAINANT**

H.No. 1-C-76, Mahaveer Nagar Extn.  
Kota, Rajasthan 324009

**Vs**

**RAJASTHAN HOUSING BOARD**

**RESPONDENT**

Awasth Bhawan, Jan Path, Jyoti Nagar,  
Jaipur 302005

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

**PRESENT**

1. Complainant Mr. Trilok Vijay present in person
2. Adv Prashant Daga on behalf of the respondent

**ORDER**

**03.06.2025**

1. The complainant has filed present complaint vide Form -N on 12.09.2023 under section 31 of the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as 'the Act'), regarding the project "**Chief Minister Teachers and Constable Residential Scheme**", situated at **Khasra No./ Plot No. Zone 226, Sector-26, Pratap Nagar, Village- Jaipur, Pratap Nagar, Jaipur - 302033 (Rajasthan)** registered with the Authority bearing registration no. **RAJ/P/2019/1161**.

*[Signature]*



2. The complainant received an allotment number for a flat via lottery on 07.08.2020, with the letter dated 07.09.2020. Due to a family member's cancer treatment and COVID-19, and to avoid future default, the complainant sent a letter on 08.09.2020 to the respondent, requesting to cancel the allotment and immediately refund the registration money of Rs. 1,75,840/-.

Thereafter, complainant submitted an application on 30.12.2020 for revival of the allotted unit. After personal hearing of the complainant, the unit was revived by the Rajasthan Housing Board on 23.03.2021 and demand of Rs. 9,26,730/- was raised. This was deposited by the complainant under protest on account of reasons (as per his own calculation) of applicable GST rates, rebate of interest on default as per entitlement on account of corona pandemic allowed by the State Government. Subsequent to these developments, Rajasthan Housing Board again revised the demand letters. Acting on these demand letters, the complainant deposited total amount of Rs. 20,16,127/- against cost of flat and 99 years one time lease.

Thus, the complainant claimed that as of now nothing is outstanding against the above flat and total amount of Rs. 69711/- and interest on Rs. 18,89,727/- @ 12% w.e.f.



*Antar*

01.11.2022 to actual date of physical possession of the flat is recoverable from Rajasthan Housing Board.

The complainant had prayed to pass appropriate order to Rajasthan Housing Board to issue no dues/ lease exemption/ possession letter and refund the excess amount accruing to him @ 12% on 18,28,727/- i.e. Rs. 621.28 per day to till possession is handed over.

3. In the reply filed on 11.11.2024 by the respondent, it was admitted that a unit allotted by lottery process was reserved for the complainant vide reservation letter dated 30.06.2020 with tentative price of Rs. 15,70,000/-. Subsequently, the complainant raised a request for cancellation on 08.09.2020, after which said allotment was cancelled and amount of Rs. 1,19,948/- was refunded back after deduction of applicable charges on 21.10.2020.

Thereafter, complainant requested for restoration of his cancelled allotment, which was reinstated by the respondent on 12.02.2021 and demand letter dated 23.03.2021 was issued to the complainant. Following restoration, an allotment letter was issued by the respondent demanding payment of 5,39,489/- on 07.10.2022, but the complainant failed to ensure compliance of this demand. Another revised demand letter

*Antant*



was issued on 21.10.2022 for Rs.2,66,398/- to which he complied partially by depositing Rs. 1,73,069/- on 01.11.2022. Due to insufficient payment, demand letter dated 27.03.2023 was issued to the complainant demanding payment of balance amount of Rs. 98,898/- which was ignored by the complainant. The respondent issued several demand letters dated 13.09.2023 and 07.11.2023 since then but, the complainant has failed to settle the outstanding amount of Rs. 1,07,336/- till date.

That, the claim of the complainant to have deposited an excess amount of Rs. 69711/- and seeking its refund is not justified. The payments made by the complainant have already been adjusted in the revised demand letters by the respondent and the complainant was informed on multiple occasions about the balance due. Any claim of excess payment made by the complainant is without basis and complainant is not entitle to claim any refund. Further the delay in possession of the flat is solely due to the complainant's failure to deposit the deficit amount as per demand letters issued by Rajasthan Housing Board and, hence, the complainant is not entitle for claim of interest of Rs. 621.28 per day for delay in possession.

Hence, the respondent prayed that the present complaint be dismissed and complainant be directed to



*[Handwritten signature]*

make payment of balance consideration after which a valid offer for possession shall be made for said unit.

4. During hearing, the complainant argued the same facts as mentioned in his complaint. The complainant contended that rebate as admissible to him as per order No. F8(41)UDD/2019 dated 28.12.2020 and amended order No. F3(212)UDD/3/2011 PART dated 12.05.2021 of State Government have not been given to him and also GST rate was not charged as per applicable rates on the sale of flat.

5. The respondent submitted that Rajasthan Housing Board is an autonomous body owned, regulated and controlled by the State Government and works on '**no profit**' mechanism. The said project is completed in all respect on 30.09.2022 and completion certificate for the same was issued on 31.01.2023. The complainant was fully aware of all terms and conditions, including payment structure and GST charges, prior to the initial allotment. The counsel for respondent denies the complainant's allegation that revised demand letters dated 30.11.2021 and 21.10.2022 incorrectly demanded amounts that were already paid by the complainant. The complainant partially complied by depositing Rs. 1,73,069/- on 01.11.2022, despite the complete demanded amount being



*[Handwritten signature]*

Rs. 2,66,398/-. That, the interest rebate for late deposit during the COVID period was duly adjusted in the revised demand letters dated 30.11.2021 and 21.10.2022, and no further rebate is due, making complainant's demand for additional rebates unjustified. Despite multiple reminders and revised demand letters, including demand letter dated 27.03.2023, the complainant failed to deposit the full amount. As of the latest communication dated 13.09.2023, the complainant has to pay Rs. 1,07,336/- to the respondent.

Thus, the respondent prayed the Hon'ble Authority to direct the complainant to pay the outstanding amount with applicable interest and take over the possession of said unit along with all necessary documents.

6. Heard and perused the record.

7. It is on record that the complainant was fully aware of the terms and conditions of the scheme including payment structure and GST charges applicable, prior to the initial allotment. The complainant decision to get the allotment cancelled and then subsequent request for restoration was also accepted by the Rajasthan Housing Board without any counter conditions or restrictions. The deductions made by the Rajasthan Housing Board while cancelling the allotment



*Antant*

were as per then prevailing rules of the scheme/ guidelines of the Rajasthan Housing Board.

The arguments of the respondent that applicability of GST or its rate in a particular matter does not fall within the preview of RERA Act, are also acceptable. Rajasthan Housing Board is an autonomous body regulated and controlled by the State Government and works on no profit motive. The applicability of GST rate @ 12% and thereafter it's revision to 1% as per mandate given by the GST Council cannot be disputed at this forum. An organization like Rajasthan Housing Board cannot impose/ levy GST rates on its whims or will. The argument of the Rajasthan Housing Board that the collected taxes have been transferred to the GST department as required by law, also cannot be doubted. The demand letter issued by Rajasthan Housing Board on 07.11.2023 as per existing frame work of calculation prevailing in the Rajasthan Housing Board, is found to be in order.

8. In view of facts and observations as above in para 7, the present complaint is dismissed. The complainant is directed to make payment of Rs. 1,07,336/- to Rajasthan Housing Board as per demand letter dated 07.11.2023. The respondent i.e. Rajasthan Housing Board is also directed to not to charge any additional interest on this



*Signature*

amount and also give possession to the complainant in case complainant deposits the demanded amount within a period of 45 days.

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

10. The present complaint is disposed of with above these 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