

**RAJASTHAN REAL ESTATE REGULATORY AUTHORITY
JAIPUR**

COMPLAINT NO. RAJ-RERA-C-N-2023-6271

UPASANA CHANDRA JHA
Bank of India, Panvel,
Chittorgarh, Rajasthan - 410106
Versus

COMPLAINANT

PRANAY INFRA BUILD PVT. LTD.
Near Raj Petrol Pump, Bundi Road,
Kunhari, Kota, Ladpura,
Rajasthan - 324008

RESPONDENT

HON'BLE MEMBER: SUDHIR KUMAR SHARMA

PRESENT

1. Adv. Abhilasha Sharma on behalf of the complainant
2. Adv. Yogesh Sharma on behalf of the respondent

ORDER

17.07.2025

1. The complainant has lodged complaint under Section 31 of the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as 'the Act') with regard to the project, "Meridian Heights", Khasra No./ Plot No. PLOT NO."B", K.N.23 (PART) , Village- KOTA , BUNDI ROAD, GRAM KUNHARI, KOTA, RAJASTHAN , Kota - 324008 (Rajasthan), which is registered with the Authority bearing registration no. RAJ/P/2017/164.

2. In the complaint filed vide Form - N on 12.06.2023 it was stated that the complainant booked two flats bearing no. 710 and 711 in the said project in 2015. Total sale consideration for said units was Rs. 42,00,000/- (exclusive of taxes and other charges), out of which complainant has paid



[Signature]

Rs. 35,24,257/- (exclusive of taxes and other charges) till date. Agreement to sale was executed between the parties on 19.12.2015. Possession of said unit was expected to be handed over within 2 years i.e. 19.12.2017 as per the Clause 20 of said agreement. Respondent promoter promised to pay @ Rs. 5000 per month for the delay in handing over possession vide letter dated 16.01.2021. However, even after payment of more than 80% of the amount by the complainant towards total sale consideration the respondent promoter has miserably failed to fulfil his contractual obligations and hand over possession of the said units till date.

Hence, complainants prayed before Authority to direct the respondent promoter to refund entire deposited amount along with interest for the period of delay i.e. from 19.12.2017 till date and to refund the loan amount along with interest and other actual charges directly to the bank.

3. In the reply filed by the respondent promoter on 27.02.2025, it was stated that the said project was previously termed as "Suwalka's Riddhi Siddhi Apartments". That, the total sale consideration for said units was Rs. 48,12,771/- (inclusive of taxes and other charges). That, the delay in completion of said project was caused on account of several unforeseen factors beyond the control of respondent such as Bajri Ban, Delays in payment by various allottees/buyers, Imposition of new government policies, outbreak of COVID-19 pandemic, etc. and Authority granted extension for completion



Antant

of said project to the respondent till 19.11.2021 on account of force majeure reasons. Respondent promoter duly obtained completion certificate for said project on 14.08.2023.

That, thereafter, respondent promoter approached the complainant on multiple occasions sent demand letters/reminders dated 20.06.2023, 20.09.2023 and 18.01.2025 for payment of balance consideration and for taking over possession/executing sale deed but, the complainant failed to timely takeover the possession of said unit. That, respondent-promoter has put all the sincere efforts in the completion process and all the funds have been infused in a bona fide manner to the development of said project.

Hence, respondent prayed for the dismissal of present complaint by the Authority and to direct the complainant to take over possession of said units after payment of balance consideration.

4. During hearing, the counsel for complainant argued that there is no hope of completion of said project in near future as no extension has been sought by the respondent promoter after the year 2023 and the project is in currently in "LAPSED" category. The basic sale price of RS. 48,12,771/- mentioned by the respondent in his reply is not correct. That, the respondent promoter has himself admitted payment of Rs. 40,24,257/- in email sent to the complainant on 29.10.2023. That, the validity and legal sanctity of completion certificate



Antar

dated 14.08.2023 is questionable as no completion checklist in the prescribed format has been attached by the empanelled architect. That, all reasons for delay in project completion put forth by the respondent promoter took place after the due date of possession in 2017. That, no demand letters/reminders have been sent by the respondent promoter and any such claim lack proper proof of delivery/receipt. That, the offer of the respondent dated 16.01.2021 to pay Rs. 5000/- per month from 01.05.2021, if possession is not given by 30.04.2021, was an unilateral offer and was not accepted by the complainant.

Since, completion certificate is not as per statutory requirement and occupancy certificate has not been obtained so far, the complainants prayed before the Authority to direct the respondent to refund entire deposited amount along with interest for the period of delay i.e. from 19.12.2017 till date and to refund the loan amount along with interest and other actual charges directly to the bank. Subsequently, if Authority deems it fit that possession be taken over by the complainant then the complainant be allowed delay interest payment for the period from 2017 till occupancy certificate is obtained by the respondent.

5. The counsel for respondent argued the same facts as stated in his reply to the complaint. That, the expected date of handing over possession 19.12.2017 was subject to force majeure reasons. That, no valid proof of paid amount,



Signature

payment receipts/history etc. have been provided by the complainant. That, the complainant was sent several communications such as demand letters and offer of possession/executing sale deed but, their conduct was reluctant towards taking over possession of said unit. That, the Hon'ble Authority has no jurisdiction to check the validity/sanctity of completion certificate issued by a competent authority. That, the complainant has not adhered to the Schedule - C i.e. Construction Linked Payment Plan and more than 25% of the amount towards total sale consideration is still pending. That, the respondent promoter is willing to give possession of said unit along with delay charges @ Rs. 5000/- per month as promised in the letter dated 16.01.2021. That, the respondent promoter is entitled to charge interest on balance consideration amount as per provisions of Section - 19 (6) and 19(7) of the Act.

Hence, respondent prayed for the dismissal of present complaint by the Authority and to direct the complainant to take over possession of said units after payment of balance consideration as per Agreement to sale.

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 4 extensions were sought by the respondent promoter till



Antar

31.08.2023. Quarterly Progress Reports (QPRs) were filed by the respondent promoter till July to September, 2023 showing 95% of the work as completed (as per R-2 Engineer's Certificate). Annual Progress Reports (APRs) have been filed for said project till 2023-24. The said project status on the official website of the Authority is taken in judicial notice by the Authority.

8. Observation & conclusion:

(1) Basic sale price was Rs. 43,52,250/- (Rs. 42.00 lac and service tax of Rs.1,52,250/-). Other charges of Rs.70,000/-, club charges of Rs. 2.00 lac and society charges of Rs. 1.00 lac were payable on call of registry or possession, whichever is earlier as per schedule C of Agreement to sale.

(2) Agreement to sale was executed on 19.12.2015 and as per clause 20 of the agreement, possession was to be handed over within 2 years of this agreement subject to force-majeure circumstances. Thus, due date of handing over of possession comes to 19.12.2017.

(3) Payment of Rs. 34.35 lac i.e. 79% of the sale value was made by the complainant till 25.10.2017 i.e. before due date of handing over of possession 19.12.2017. Total payment of Rs. 36,24,257/- (including payment of Rs. 189257/- on 29.05.2019) has been admitted by the respondent in his reply thus, 83.27% of sale consideration was paid by the complainant against sale value of Rs. 43,52,250/-. Thus, the



[Handwritten Signature]

complainant was not at fault in making due payment. The demand letter dated 20.09.2023 submitted by the respondent in it's reply R-2 speaks about "final instalment due till date on registration/possession: Rs.1,47,500/-, due date 15.10.2023". These further shows that till this date only this much amount was due.

(4) The project is still in 'LAPSED' category and not complete as per record available with the Authority.

(5) The arguments of delay in completion the project stated by the respondent are of general nature and these are not acceptable, as the promoter was bound to give possession by 19.12.2017. There is a considerable delay indeed in handing over the possession. The offer of possession made to the complainant dated 20.09.2023 was not a valid offer, for lack of occupancy certificate.

9. In view of the above facts and observations, the respondent-promoter is directed to give fresh valid offer of possession to the complainant after obtaining occupancy certificate from the competent authority. The respondent is also directed to pay interest @ 11.10% i.e. highest SBI MCLR rate 9.10% + 2.00% from 20.12.2017 to till the fresh valid offer of possession is made to the complainant on the amount of Rs. 36,24,257/- deposited.

10. The accrued interest for delayed possession as allowed in favour of the complainant at para 9 above will be adjusted



Printed

against the balance sale consideration, if any. Surplus component of accrued interest, if any, will also be paid by the respondent to the complainant.


Thereafter the complainant is directed to make payment of balance amount along with other charges as per Agreement to sale, if any, remains to be paid after above adjustment, to the respondent before taking over the possession of the allotted unit.

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.

13. With these abovementioned directions, the present complaint stands disposed of.




(Sudhir Kumar Sharma)
Member