

**RAJASTHAN REAL ESTATE REGULATORY AUTHORITY
JAIPUR**

COMPLAINT NO. RAJ-RERA-C-N-2023-6464

AURIC INFRATECH PRIVATE LIMITED
Building No. 1, 2nd Floor, Queens House
Queens Road, Vaishali Nagar,
Near Vijay Dwar, Jaipur - 302021

COMPLAINANT

Vs.

BABUDI DEVI & OTHERS
C/FF/414 Auric City Homes,
Jaisinghpura, Bhankrota,
Jaipur 302029

RESPONDENT

HON'BLE MEMBER: SUDHIR KUMAR SHARMA

PRESENT

1. Adv Yogesh Sharma on behalf of the complainant
2. None on behalf of the respondent

ORDER

26.06.2025

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 "**AURIC CITY HOMES**" registered with the Authority bearing registration number **RAJ/P/2017/139**.

2. The respondent(s) had purchased a **flat bearing no. 414 on 4th floor in Tower-C** for a total sale consideration of **Rs. 11,05,748/-**, excluding taxes and charges, out of which respondent has made a total payment of **Rs. 10,98,421/-**. Agreement for sale was executed between the parties on 25.03.2019. The respondent(s) was under obligation to make the payments of the said flat as per the construction linked



[Signature]

payment plan agreed in the agreement for sale. The complainant vide letter dated 18.08.2021 raised a demand of **Rs. 3,41,922/-** including interest on delayed payment against the respondent. The complainant vide letter dated 26.08.2021 offered possession of the said flat to the respondent(s) inviting them for inspection of the project. The respondent had assured the complainant to clear the outstanding amount and insisted for possession of the flat. On assurance of balance payment, the complainant had handed over the possession of the flat to the respondent. Even after taking over the possession the respondent did not make the outstanding payments, therefore, demand letters dated 23.05.2022, 13.07.2022 and 13.08.2022 were issued. That, in a reply to the demand letter dated 13.08.2022 sent on behalf of the respondents it has been explicitly admitted that the respondents have been residing in the said unit and denied any liability towards payment of outstanding dues. Complainant vide its rejoinder dated 20.09.2022 denied the aforementioned assertion of the respondents and demanded the payment of **Rs. 3,71,502/-** inclusive of principal amount, delay interest and other charges. A reply notice to rejoinder dated 04.10.2022 was sent by respondent again denying the liability towards payment of any outstanding dues and highlighting construction defaults in the said flat. The respondent is living in the said flat, obtained electricity connection and using the amenities and facilities without paying the due amount and without execution of sale deed.



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Hence, complainant prayed for the Authority to direct the respondents to execute the sale deed and to direct the respondents to (i) pay remaining amount of **Rs. 91,786/-** and other charges, along with interest till the date of realization of amount in terms of Schedule 3 of the agreement for sale dated 25.03.2019, and (ii) to participate in execution and registration of the conveyance deed/ sale deed.

3. A reply has been filed by the respondent on 08.02.2024, denying all allegations made by complainant, except those explicitly admitted, and contended that the complaint should be dismissed. Respondent claimed that the complainant company has not approached the Authority with "**clean hands**", asserting the complaint is based on false and fabricated facts and should be rejected outright. Respondents were allotted Flat No. 414 on the 4th floor in C Block, with a carpet area of 430.03 Sq. Ft. Respondent made the entire payment for the flat within the stipulated period, after which the complainant company handed over possession. Later, respondent's discovered numerous defects in the flat, including wall cracks, peeling plaster, dampness, and an overall dilapidated condition, indicating construction work was not as per the agreement for sale. Hence, the respondent prayed for dismissal of present complaint and to direct the complainant company to execute registry for the said unit no. 414.

4. Despite of serving several show cause notices/intimations for hearing dated 05.07.2023, 07.08.2023, 06.09.2023,



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05.10.2023, 01.10.2024, 09.12.2024., 25.02.2025 and 15.04.2025 the respondent has voluntarily failed to appear before the Authority and argue her matter. Thus, the respondent is proceeded ex-parte.

5. During hearing, the counsel for complainant stated that the respondents were sent a letter dated 26.08.2021 intimating offer for possession wherein the respondents assured the complainant that they will clear the outstanding amount of **Rs. 3,41,922/-** and execute the sale deed soon and insisted that the possession of said unit be handed over to them. That, several demand letters dated 23.05.2022, 13.07.2022 and 13.08.2022 were raised by the complainant but, the respondents failed to fulfill their contractual obligations. That, the respondent had neither cleared the outstanding dues nor had executed the sale deed on the contrary had illegally obtained the electricity connection in their name and an electricity bill dated 06.05.2023 in name of respondent is attached as proof at "**Annexure 7**" of original complaint. That, the respondents have not adhered to the construction linked payment plan *i.e.* "**Schedule 3**" as per the terms of agreement for sale date 25.03.2019. Hence, complainant prayed for the Authority to direct the respondents to execute the sale deed and to direct the respondents to pay remaining amount of **Rs. 91, 786/-** along with interest till the date of realization of amount in terms of Schedule 3 of the agreement for sale dated 25.03.2019.

6. Heard and perused the record.



Final

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 "**COMPLETED**" category. The said project status on the official website of the Authority is taken in judicial notice by the Authority.

8. It is well established from the above facts that an agreement for sale was executed between the parties on 25.03.2019 and the respondent was bound to make timely payments as per construction linked payment plan *i.e.* **Schedule 3** of the said agreement. In her replies, though she claimed to have clear all dues but did not produce any proof of payment to the complainant. Respondent is duty bound to pay and clear all dues under the provisions of the Act *i.e.* Section - 19(6) and 19(7). It is clear that the respondent has taken over possession of said unit and enjoying the amenities and is liable to make the payment of total outstanding amount in terms of Agreement to Sell and as per Annexure-3 of the Agreement and further interest till realization.

9. Hence, the respondent is directed to:-

- i) make the pending payments of Rs. 91,786/- along with interest @ 11.10% per annum *i.e.* Highest SBI MCLR of 9.10% + 2.00% from 26.08.2021 till the date of realization of the amount;
- ii) pay the amount payable towards maintenance and other charges as per schedule 3 of the Agreement to sell and;



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iii) assist the complainant and participate in execution and register of sale deed, after clearance of all dues by her.

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

(Sudhir Kumar Sharma)
Member