

1. COMPLAINT NO. RAJ-RERA-C-N-2024-7622

NARENDRA KUMAR AND OTHERS

COMPLAINANT

Village-Todarpur, Bhanot
Alwar, Mandawar 301401

2. COMPLAINT NO. RAJ-RERA-C-N-2024-7623

SHASHIKANT & OTHERS

COMPLAINANT

Narayanpur, Varanasi, 221101

3. COMPLAINT NO. RAJ-RERA-C-N-2024-7625

NISHA KUMARI & OTHERS

COMPLAINANT

Labana Homes, Tower L-3,
Flat No. 108 Kolila Sanga Road,
Near Hirohama Japanese Hotel,
Alwar, Neemrana 301020

4. COMPLAINT NO. RAJ-RERA-C-N-2024-7626

JYOTI BAI & OTHERS

COMPLAINANT

Labana Homes, Tower L-3,
Flat No. 102, Kolila Sanga Road,
Near Hirohama Japanese Hotel,
Alwar, Neemrana 301020

5. COMPLAINT NO. RAJ-RERA-C-N-2024-7627

SANTOSH DEVI & OTHERS

COMPLAINANT

Labana Homes, Tower L-2,
Flat No.202, Kolila Sanga Road,
Near Hirohama Japanese Hotel,
Alwar, Neemrana 301020

6. COMPLAINT NO. RAJ-RERA-C-N-2024-7629

VIRAT YADAV & OTHERS

COMPLAINANT

Labana Homes, Tower L-10,
Flat No. 408, Kolila Sanga Road,
Near Hirohama Japanese Hotel,
Alwar, Neemrana 301020



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7. COMPLAINT NO. RAJ-RERA-C-N-2024-7630

YASHPAL SINGH

COMPLAINANT

Labana Homes, Tower E-1,
Flat No. 208, Kolila Sanga Road,
Near Hirohama Japanese Hotel,
Alwar, Neemrana 301020

8. COMPLAINT NO. RAJ-RERA-C-N-2024-7631

KIRAN & OTHERS

COMPLAINANT

Labana Homes, Tower L-12,
Flat No. 408 Kolila Sanga Road,
Near Hirohama Japanese Hotel,
Neemrana 301020

9. COMPLAINT NO. RAJ-RERA-C-N-2024-7633

JYOTI GUPTA & OTHERS

COMPLAINANT

Labana Homes, Tower E-1,
Flat No. 209, Kolila Sanga Road,
Near Hirohama Japanese Hotel,
Alwar, Neemrana 301020

10. COMPLAINT NO. RAJ-RERA CN-2024-7645

MAYA DEVI & OTHERS

COMPLAINANT

Labana Homes, Tower L-9,
Flat No. 206, Kolila Sanga Road,
Near Hirohama Japanese Hotel,
Alwar, Neemrana 301020

11. COMPLAINT NO. RAJ-RERA CN-2024-7658

TUSHAR JAIMINI & OTHERS

COMPLAINANT

Labana Homes, Tower L-10,
Flat No. 102, Kolila Sanga Road,
Near Hirohama Japanese Hotel,
Alwar, Neemrana 301020

Versus

LABANA DEVELOPERS LLP

RESPONDENT

18, II Floor, MGF Megacity Mall,
MG Road, Gurgaon, 122002

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HON'BLE MEMBER: SUDHIR KUMAR SHARMA

PRESENT

1. Adv Tanuj Pandya, on behalf of the complainants
2. Adv. Utkarsh Mishra and Adv Varun Bansal, on behalf of the respondent

ORDER

16.06.2026

1. The complainants have lodged these complaints under Section 31 of the Real Estate (Regulation and Development) Act, 2018 (hereinafter referred to as 'the Act') with regard to the project, "LABANA HOMES", which is registered with the Authority bearing registration no. RAJ/P/2017/066 seeking reliefs from respondent for completion of the entire project as per commitment, to provide details of accounts of the maintenance charges being collected, to form a proper Resident Welfare Association and to provide all amenities as promised in the agreement to sale etc.
2. These complaints are having similar situated fact scenarios relating to above project, and the complainants are seeking common reliefs/prayers, thus, these are being disposed of by this common order.
3. The complainants booked their units in the said project in the years 2018-2022. The brief details regarding date of agreements to sale, expected dates of possession, total sale consideration, paid amounts, and execution of sale deeds are provided, as under:

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RAJASTHAN REAL ESTATE REGULATORY AUTHORITY JAIPUR

S. No.	Complaint No(s).	Unit No(s).	Date(s) of Agreement(s) to Sale	Expected Date(s) of Possession	Date(s) of Sale Deed(s)	Sale Consideration (in Rs.)
1	2024-7622	401 (Tower L-1)	21.09.2019	18.05.2021	16.12.2020	12,50,000/-
2	2024-7623	207 (Tower L-1)	27.02.2019	18.05.2021	14.10.2020	11,75,000/-
3	2024-7625	108 (Tower L-3)	15.04.2019	18.05.2021	07.04.2022	11,75,000/-
4	2024-7626	102 (Block L-3)	04.09.2018	18.05.2021	06.04.2022	11,75,000/-
5	2024-7627	202 (Tower L-2)	03.12.2018	18.05.2021	06.04.2022	11,75,000/-
6	2024-7629	408 (Tower L-10)	28.06.2022	18.05.2023	20.10.2022	12,50,000/-
7	2024-7630	208-203 (E-1& L-2)	20.11.2019	18.05.2021 (for both the units)	11.11.2022	7,50,000/- (208) 11,75,000/- (203)
8	2024-7631	408 (Tower L-12)	25.03.2022	18.05.2022	28.03.2023	12,50,000/-
9	2024-7633	209 (Tower E-1)	09.04.2019	18.05.2021	13.03.2022	7,00,000/-
10	2024-7645	206 (Tower L-9)	22.07.2021	18.05.2022	16.12.2021	12,50,000/-
11	2024-7658	102 (Tower L-10)	05.03.2021	18.05.2021	24.03.2023	12,50,000/-

The complainants, in their respective complaints, have alleged that the said agreements to sale do not specify any date of possession, which is in clear violation of the provisions of the Act of 2016. At the time of registration of the said project with the RERA Authority, the respondent had declared that the project would be completed by 18.05.2021, as mentioned in complaints No. 2024-7622, 7623, 7625, 7626, 7627, 7629, 7630, 7631, 7633, 7645 & 7658.

All the assurances given by the Respondent have proved to be vague, false, and misleading to the innocent buyers. Moreover, when the complainants visited the project site

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during the construction period, they discovered that the construction work had been halted for a considerable period and was progressing at an extremely slow pace, in violation of Section 14(3) of the Act of 2016.

The respondent is charging maintenance fee at an exorbitant rate without providing any facilities to the complainants. Moreover, the respondent has increased the maintenance charges for the incomplete project in the current month which is violation of Section 11(4)(d) of the Act of 2016. When few residents/allottees decided not to pay the maintenance charges the respondent hired bouncers to recover the same from the allottees.

It has been alleged by the complainants that the respondent is charging unnecessary fees from the allottees/complainants for electricity supply, despite the agreement clearly stipulating that the respondent will provide wire cable from the distribution panel to the flat, and the allottees/complainants will only bear connection charges as per JVVNL. The respondent has neither formed a Residents Welfare Association nor handed over the project to such an association.

4. The respondent-promoter, in his preliminary objections given in the reply, submitted that the present complaints are barred by the jurisdiction of this Authority. It was further contended that, since the sale deeds in all the complaints

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had already been executed, the complainants had unequivocally accepted the terms and conditions of the agreements, including the status of completion of the project and the availability of amenities as represented by the respondent-promoter. Therefore, the filing of the present complaints at such a belated stage is devoid of any merit and appears to be an afterthought intended solely to unjustly harass the respondent-promoter.

The respondent-promoter also stated that in agreements to sale it has been categorically mentioned that the complainants after examining quality construction and all information, agrees to buy desired unit. Moreover, the date of delivery of possession i.e. 18.05.2021 has been duly mentioned in Annexure D of the agreement to sale. Further, the respondent/promoter relied upon the order dated 13.05.2020 of the Authority wherein, the Authority extended period of validity of registrations and estimated finish dated by 12 months due to COVID-19 pandemic. The complainants have failed to make timely payments to the respondent-promoter which caused significant inconvenience and financial strain on the promoter, and also led to delay in the construction and consequential delivery of the possession of the said project. Under Clause 12.4 of the maintenance agreement, the complainants had expressly agreed to and accepted the terms and conditions pertaining to maintenance.

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It had, on several occasions, requested the complainants through various letters to initiate the formation of a Residents Welfare Association. However, the complainants failed to respond to the said requests. The complainants have placed no material on record substantiating their allegations that the respondent-promoter had engaged bouncers to threaten the allottees or had disrupted the water and electricity supply for the purpose of recovering maintenance charges. Moreover, the project already has all the relevant facilities electricity, water connections, sanitation, shops, parks, functional lifts etc. Accordingly, the complainants shall be directed to pay maintenance charges, electricity bills, and water supply bills. Further, the respondent sought directions to the complainants to cease and desist from threatening and assaulting security personnel of the project.

5. During final arguments, the counsel for complainants refused to argue the matter on account of medical grounds and submitted that he will submit written submissions in all the complaints, which may be treated as his arguments.

During hearing, the counsel for the respondent submitted that in any of these cases there has been no delay on the part of the respondent-promoter and in most of the matters the agreement to sale is of the year 2018. Further, respondent submitted that initially the project was permitted

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for 16 towers, and has been divided into two phases in which only phase-1 of the project is registered which consists of 11 towers out of which 2 towers are not registered. An application of partial completion is also pending before the local authorities. The project is completed as per the commitment and 197 families are already residing in the said project. The Residents Welfare Association (R.W.A.) has already been constituted, registered, and common areas, amenities and services including supply of electricity to apartments and all equipment installed in the society on "as is where is" basis handed over to the allottees. However, the learned counsel for the respondents fairly admitted that the occupancy certificate as well as the completion certificate have not yet been obtained. It was nevertheless contended that there has been no delay or default on the part of the respondents. Further, it was submitted that the respondents have lodged an FIR against certain complainants/allottees in relation to alleged clashes and altercations between the complainants/allottees and the security staff deployed at the said project.

All the promised facilities and amenities had already been provided by the respondents and the same had been duly acknowledged and accepted by the complainants, as recorded under Clause 7 of the respective sale deeds. It was, therefore, argued that the present complaints have been filed merely as an afterthought and are devoid of merit. The

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counsel for the respondent prayed for the reliefs mentioned in the reply to be allowed.

6. Heard and perused the record.

7. The status of said project on the official website of the Authority is verified by the Law Researcher. The project is currently marked under the "LAPSED" category. Total two extensions were sought by the respondent promoter till 18.05.2023, one of which from 18.05.2021 to 18.05.2022 was on account of force majeure. Quarterly Progress Reports (QPRs) were filed by the respondent promoter till April to June, 2023 which is showing Percentage Completion of construction work (as per Project Engineer's Certificate, R-2) as 67%. Annual Progress Reports (APRs) have been filed for said project till 2021-22. The said project status on the official website of the Authority is taken in judicial notice by the Authority.

8. Observations & Conclusion:

It is observed that, the said project's is in "LAPSED" category on the official RERA Portal, and the promoter did not apply for extension after 18.05.2023. Further, the respondent-promoter till date has failed to obtain completion certificate as well as occupancy certificate for the said project.

It is also observed that the address of the complainants as reflected in their respective complaints is same as the address of the units for which the sale deeds has been



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executed between the parties, meaning thereby that all of them are residing in their respective flats.

The issues involved are discussed below:-

- a) Giving possession of the units to the complainants in an incomplete project, and rights of allottees to demand delayed interest

After filing of these complainants in last quarter of the year 2024 and during pendency the respondent-promoter signed an agreement for transfer of common areas and common services to Residents Welfare Association (RWA) dated 29.12.2025 with the RWA and submitted the same to this Authority. It is observed that the respondent-promoter, in Annexure-3 of the said Agreement has accepted the fact that works related to **Community hall, Repair, Solar Water Heater, Central Park, Public Toilet and Sewage Treatment Plant (STP) & Water Storage Tank** are still pending and will be completed in one year from 01.01.2026, whereas, in the sale deeds executed with the complainants the respondent-promoter has mentioned that the promoter has handed over the possession of the unit along with ready and complete common areas with all the specifications, amenities and facilities of the said project in place along with this DEED." Thus, there is sharp contradictions in the executed sale deeds and ground realities, acknowledged by the respondent-promoter in the aforementioned agreement dated 29.12.2025.

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As per sale deeds, the complainants have taken possession after ensuring and satisfying the amenities, construction work etc. of their respective units in the said project. The relevant part of the sale deed is produced as under:-

Clause 4 (Page 5)

"4. The promoter has developed various common areas, amenities and facilities in the Said Project as detailed in Schedule D. The Promoter agrees and undertakes that it shall not make any changes to Approved Plan of the Said Project except in compliance with Section 14 of the Act and other Applicable Laws.

4. POSSESSION OF THE SAID APARTMENT

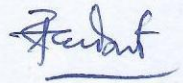
Clause 4.1 (Page-10)

4.1 Schedule for the possession of the Unit- The Promoter agrees and understands that timely delivery of possession of the Unit to the Allottee(s) and the Common Areas and Facilities of the Said Project to the Owners Association, is the essence of Deed. The Promoter has handed over the possession of the Unit along with ready and complete Common Areas and Facilities of the said project with tall the specifications, amenities and facilities of the Said Project in place along with this DEED."

Clauses-9 & 13 (at page-6)

"9. The Allootte(s), being aware of the said project and details and details given above as well as in the brochure made available by the Promoter and/or on visiting the show home of an Apartment, had applied for Allotment and to purchase an Apartment in the Said Project and deposited advance and made timely and complete payments of the remaining sale price as well as other dues under this Deed as per the terms and conditions of this Deed as more fully described in Part II of Schedule C.

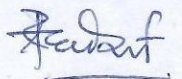
13. The Parties have gone through all the terms & conditions set out in this Deed and understood the mutual rights and obligations detailed herein. The parties hereby confirm that they are signing this Deed with full knowledge of all the laws, rules, regulations, notifications etc. applicable in the Said Project.





The agreement dated 29.12.2025 executed between Residents Welfare Association and the Respondent contains an express acknowledgment by the respondent-promoter that the project remained incomplete as on that date. Such acknowledgment assumes significance, as it demonstrates that the project had not attained completion even after execution of the sale deeds. This fact casts serious doubt on the fairness of the commitments reflected in the sale deeds and indicate that the execution of sale deeds thereof cannot, by itself, be treated as conclusive evidence of the respondent-promoter having fulfilled its obligations under the project. Furthermore, the respondent-promoter was under the obligations under the RERA Act to obtain completion certificate as well as occupancy certificate which till date has not been obtained by the respondent-promoter.

This Authority is of the considered view that the complainants had booked the units with a legitimate expectation of obtaining possession of their respective homes within the stipulated period. It is an admitted position that the respondent-promoter neither obtained a valid extension of the project registration nor secured the requisite completion certificate and occupancy certificate prior to the execution of the sale deeds. In such circumstances, it can reasonably be inferred that the complainants, being desirous of securing possession of their homes and having already invested substantial amounts in the project, were not on the equal





bargaining position vis-à-vis the respondent-promoter, and thus, were interested in taking possession & execution of sale deeds as early as possible, and they might have signed sale deeds on dotted lines. But, as they are residing in the allotted units and taken possession their claim of delayed interest is only limit to the date till the execution of sale deed, as under:

i) The respondent-promoter explicitly did not mention any expected date of possession in agreement to sale. However, the date of completion of the project is taken as deemed date of possession. The estimated date of completion of the project as per registration certificate was 18.05.2021 and subsequently, an extension on account of force majeure reasons was granted to the respondent-promoter till 18.05.2022. Out of 11 complainants, 8 have executed sale deeds and took possession before 18.05.2022. Rest three complainants executed sale deeds and took possession after 18.05.2022. Thus, the demand of payment of interest for delayed possession can only be considered in three complaints bearing complaint 2024-7630, 2024-7631 and 2024-7658 till the date of execution of sale deed, as the possession was handed over after due date.

ii) In complaint no. 2024-7629, the agreement for sale was executed in June, 2022 after expiry of the extension period which ended on 18.05.2022. It is explicitly mentioned in the Schedule – D of said agreement that the expected date of handing over possession will be 18.05.2023. Since, the sale

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deed in this particular matter was executed before the expected date of handing over possession, no delay interest shall be granted to the complainant.

b) Handover of common areas to Residents Welfare Association (RWA)

The agreement dated 29.12.2025 signed between RWA and the respondent is not acceptable here in light of statutory provisions. Section 11(4)(f) read with Section 17 of the Real Estate (Regulation and Development) Act, 2016 casts a statutory obligation upon the respondent-promoter to execute and register the conveyance deed in favour of RWA of undivided proportionate title in the common areas within the prescribed time and in accordance with the provisions of the Act. However, in the present matters, the respondent-promoter has failed to demonstrate compliance with the aforesaid statutory requirement by producing any valid conveyance deed executed in accordance with law and for the same reasons the respondent-promoter is liable to be penalize.

Moreover, it is important to mention here that in complaint no. RAJ/RERA/C-N-2022-5908 Ram Kishan Versus Labana Developers i.e. in the matter related to same project, the Authority vide its order dated 30.11.2023 observed that,

*"The Promoter **assured** that **Occupancy Certificate** from the Competent Authority is being obtained approximately **within 30 days**, therefore, in view of the*

For



assurance we find it appropriate to ask the Complainant to take over the possession but the Promoter may not be imposing any charges i.e. holding or delay delivery of the possession without obtaining Occupancy Certificate and handing over the requisite documents mentioned therein under the provisions of Section 11, 17 and 19 of the Act.

In view of the observations hereinabove, the Promoter is directed to make a fresh offer letter along with the copy of the Occupancy Certificate and Completion Certificate and other requisite documents required under the Scheme of the Act".(Emphasis supplied)

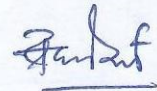
It is important to mention here that till date, the respondent-promoter has failed to comply with the order dated 30.11.2023 passed by this authority for which it is necessary to impose cost/penalty on the respondent-promoter for not complying with the Authority's order for a period of more than 2 years.

c) Use of Bouncers

The use of bouncers by the respondent in interfering use of complaint's units is an issue which is not under the domain of this Authority. If the respondent uses bouncers and which restricts legal and rightfully entry of the complainant, is a criminal act which need to be reported to the appropriate authorities by the complainants.

9. In view of the foregoing observations and findings, following directions are issued:-

- a) A penalty of Rs. 5,00,000/- (Rupees Five lakhs only) per year is imposed on the respondent-promoter under section 63 of the Act for non-compliance of the order dated 30.11.2023.





Thus, the respondent has to pay Rs. 10,00,000/- (Rupees Ten Lakhs only) as penalty within next 30 days.

b) Respondent-promoter is directed to complete all amenities as committed with the Resident Welfare Association on 29.12.2025 within 3 months. Thereafter, he will obtain completion certificate as well as occupancy certificate as prescribed under law.

c) The respondent-promoter is directed to execute conveyance deed of the undivided proportionate title in the common areas as provided in Section 11(4)(f) and Section 17 of the RERA Act, 2016.

d) The respondent-promoter is also directed to handover the necessary documents and plans, including common areas to the RWA as required under Section 17(2) of the RERA Act, 2016.

e) The respondent-promoter will furnish a complete reconciled and audited statement of IFMS amounts/ maintenance charges collected, retained and utilized till date including accrued interest, to the Resident Welfare Association. The income and expenditure as worked out above shall be audited by a Chartered Accountant and a copy of this audited statement/ account will be provided to the RWA.

f) The respondent-promoter will pay interest for delayed possession in complaint No. 2024-7631, 2024-7630 and



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2024-7658 from 18.05.2022 to till the date of execution of sale deed with the respective complainants. The interest at the prescribed rate 10.80% per annum (SBI Highest MCLR 8.80% + 2.00%) shall be payable on the amount deposited by these complainants as on 18.05.2022.

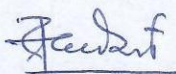
10. No order as to costs.

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. These complaints stand disposed of with the abovementioned directions. The cases are now removed from the cause list of the Authority and files be consigned to records, after due compliance.




(Sudhir Kumar Sharma)
Member