RAJASTHAN REAL ESTATE REGULATORY AUTHORITY, JAIPUR

1) **Complaint No. RAJ-RERA-C-2021-4571**

MAMTA KOTIA & OTHERS ...Complainant

VERSUS

UNIQUE MADHUBAN HOMES PVT. LTD. & OTHERS ...Respondent

2) **Complaint No. RAJ-RERA-C-N-2021-4721**

VINOD KUMAR JAIN & OTHERS ...Complainant

VERSUS

UNIQUE MADHUBAN HOMES PVT. LTD. & OTHERS ...Respondent

HON'BLE MEMBER SMT. RASHMI GUPTA

PRESENT :

Advocate Mohit Khandelwal for complainant

Advocate Disha Bohra for respondent

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Date of Order : 12.12.2025

: ORDER:

1) Both the complaints are having identical facts and similar questions of law, therefore, being disposed of by a common order.

2) The present complaints have been filed under section 31 of the Real Estate (Regulation and Development) Act, 2016 with regard to the project **"UNIQUE CITY- PHASE**

II" which is registered with the Authority under registration No. **RAJ/P/2017/372** at Village Bagree Khurd & Thikaria, Tehsil Sanganer, Main Jaipur Ajmer Express Way, Jaipur.

3) The brief facts of the cases are that the complainants booked flats in the aforesaid project. Till date the possession of the said flats has not been handed over to the complainants. The details of the complaints are as under: -

Case No. 2021/4571, Mamta Kotia & Anr.

As per complainant; Villa No. (G-10) in phase-II was allotted; total sale consideration was Rs.59,00,000/- Plus Rs.2,00,000/- as club house charges; out of which Rs.47,86,452/- has been paid; Agreement to sale was executed on 09.09.2014; expected date of delivery of possession was September 2020; complainant has sought relief of refund along with interest.

Case No.2021/4721, Vinod Kumar Jain & Anr.

As per complainant, Villa No. (G-55) in phase-II was allotted; total sale consideration was Rs.42,51,095/-; out of which Rs.26,32,500/- has been paid; Agreement to sale was executed on 04.07.2014; expected date of delivery of possession was July 2020; complainant has sought relief of refund along with interest.

4) The Respondents in their preliminary submission pleaded that the unit/villa of complainants is in Phase-

I and not Phase-II. Further, the Respondents have stated that a Patta was issued by JDA, Jaipur, on 14.10.2016, and was subsequently registered on 28.11.2016. This proves that JDA had already initiated the process for issuing the Patta to the various allottees. Hence, the project "Unique City Phase-I" is not liable to be registered under RERA Act, as an ongoing project. The project falls under the category of exemption under the provision of Explanation (vi) of Rule 4 of the RERA Rules, 2017. Consequently, complaints are not maintainable and liable to be dismissed.

5) The Complainants have filed rejoinder to preliminary submissions and pleaded that the unit/villas booked by the complainants are part of Unique City – Phase II (and not Phase-I), which is already registered with the RERA Authority under Registration No. RAJ/P/2017/372. The complainants pleaded that respondent has not stated anything about the completion of the project and is trying to shirk their responsibility. The complainants pleaded that the complaints are maintainable before the Authority because the project is already registered with RERA, and all projects come under the ambit of an "on-going project" until the Completion Certificate is obtained.

Further, the Complainants pleaded that as per the approved map uploaded on RERA portal by the promoter itself, it is evident that the maps of the

'Unique City Phase-II" were approved by the JDA on 16.08.2013. It further pleaded that on bare perusal of the description of the property provided in the Agreement to sale (Annexure No.2 of the complaint) executed between the complainant and the respondent, the same clearly shows that the map of the Unique City – Phase II (hereinafter as "Project") in which the residential Villa of the complainants were being developed and also approved by the JDA vide letter No. JDA/ Additional/ Zone-15 / 2013/ D-1848 dated 16.08.2013, which sufficiently shows that the Villa booked by the complainants are covered under Unique City Phase II and the same is already registered with the Hon'ble Authority and thereby, the present complaint is maintainable under the law.

6) Counsel for respondent No.1 has filed separate reply in both matters and pleaded therein that the total sale consideration for the unit No. G-10 was Rs.62,00,000/- plus GST and other charges, and for Villa No.G-55, Rs.44,51,095/-. Possession was to be delivered within five years plus grace period of one-year. Delay in completion of the project caused by circumstances beyond the control of respondent. The respondent further pleaded that the project is on the verge of completion, and granting any refund would adversely affect the development of the project. Respondent prayed for dismissal of the complaint and no refund be granted to the complainants.

Additional Affidavit was also filed in both the matters separately by the Respondents. The respondent pleaded that the project "Unique City Phase I" is exempted from registration as it falls under the ambit of Explanation (vi) of Sub Rule 5 of Rule 4 of the RERA Rules, 2017.

7) In the written statements/arguments, complainants pleaded that the respondent promoter had never mentioned anything about different phases in the brochure, having launched the project under the single name of "Unique City." In the Agreement to Sale (ATS), the respondent had defined the project as "Unique City, an initiative of Unique & RDB Group." The complainants pleaded that the project/villa is still incomplete, and no Completion Certificate (CC) or Occupancy Certificate (OC) has been obtained by the promoter. Furthermore, it is submitted that the villas booked by the complainants falls under "Unique City – Phase II," which is evident from the description of the project in the Agreement to Sale and approval uploaded on the RERA portal for the registration of Unique City Phase-II are similar to layout plan and approval from JDA.

8) Written submission filed on behalf of respondent No.1 promoter and contended therein that the RDB Group acquired multiple parcels of land which upon examination, were found to be subject to the statutory provisions of both Section 90-A and Section 90-B of the Rajasthan Land Revenue Act-1956. Given the different

statutory treatments required, the development was phased: **Phase-I** comprised land regularized under the **90-B scheme**, and **Phase-II** involved land under the **90-A scheme**, necessitating the preparation & approval of separate layout plans. Following this, the RDB Group, as the landowner, executed a Development Agreement with the Non-Complainant Promoter. Considering this strategic phased division for regulatory compliance, the Hon'ble Authority granted an **exemption from registration** specifically for the township segment named "**UNIQUE CITY PHASE-I**".

9) No reply has been filed by respondent No.2 RDB Realty Pvt. Ltd. (landowner).

10) Counsel for complainant reiterated the above-mentioned facts the during the course of arguments and further argued that respondent promoter had never mentioned anything about different phases in the brochure, having launched the project under the single name of "Unique City", as per brochure of the scheme there was no phasing of the project "Unique City an initiative of RDB Group". If there was a planning to develop the project in phases then it must have been mentioned by the respondent in the brochure of the project.

11) Counsel for respondent reiterated the above-mentioned facts and during the course of arguments, further argued that since RERA Act was not in existence in the year 2013 when approval of JDA was taken, the promoter cannot anticipate the requirement of registration of a project by segregating the project in phases. Therefore, such phasing could not be mentioned in the brochure or Agreement to sell at that time.

12) Heard the counsels for the parties and perused the records this Authority observed that:

(i) The limited controversy /issue for the purpose of deciding the present complaints along with considering the primary objection of the Respondent is that whether or not the units /villas of the Complainant fall within Phase-I of the project or Phase-II of the project.

(ii) The Respondent in support of its arguments has primarily relied upon letter dated 13.12.2017 issued by the Registrar of RERA Rajasthan to it as per which Phase-I would not require registration. The Respondent also filed an additional affidavit on 24.05.2023 to bring on record the said letter dated 13.12.2017. Thereafter, the Respondent has also filed another application seeking amendment in the said additional affidavit by way of which it would contend that the unit /villas of the Complainant would lie in Phase-I and not in Phase-II. However, no supporting documents as any map/orders/letters of Competent Authority has been furnished in this regard.

(iii) On the contrary, the Complainant by way of its rejoinder continues to contend that its unit/villa would fall within the purview of Phase-II as the approval for the same came to be issued on 16.08.2013 by Jaipur Development Authority vide its letter No. JDA/Additional/Zone-15/2013/D-1848 which specifically relates to Phase-II of the project. The Complainant further contends that the same approval letter No. 1848 dated 16.08.2013 also has been referred in the description of project land at Schedule-II in the Agreement to Sell annexed as Annexure-2 with the complaint. Accordingly, the villas/units of the Complainants fall within the purview of Phase-II of the project already registered with this Authority and the objection of the Respondent is liable to be dismissed. The said co-relation has not been refuted or rebutted by the Respondent by way of any other document.

(iv) Basis the aforesaid, this authority finds favour /merit in the contention of the Complainant that units/villas in question fall within Phase-II (and not Phase-I) which is registered with this authority with registration No.**RAJ/P/2017/372** as the Agreement to Sell of the Complainant and details therein very well correspond to JDA's letter dated 16.08.2013 issued specifically for Phase-II whereas the letter dated 13.12.2017 relied upon by the Respondent is admittedly with respect to Phase-I only.

(v) Now the question arises as to whether or not relief prayed by the Complainant with respect to such Phase-II villas can be allowed or not.

(vi) The Respondent has till date not obtained OC/CC for Phase-II. The developer did not comply with the terms of the agreement and failed to provide possession to the allottee on time. It is settled proposition of law that the allottees of the flat should not wait indefinitely for the possession of the flat. High reliance is placed on the case of ***Fortune Infrastructure v. Trevor D'Lima*, (2018) 5 SCC 442**. Accordingly, the respondent is directed in both complaints to refund the deposited amount along with the prescribed interest @ 8.85% highest MCLR of SBI + 2%, i.e., 10.85% per annum from each date of deposit till refund/payment is made excluding moratorium period, if any.

This matter was heard and reserved for order on 01.10.2025. Meanwhile, the Respondent filed an application for taking on record order dated 04.11.2025 passed by the Hon'ble Rajasthan High Court in S.B. CWP No.15002/2025 (Unique Madhuban Homes Pvt. Ltd. V/s. RERA & Ors.) in relation to order dated 02.01.2025 passed in Comp. No.RAJ-RERA-C-2021-4204 ***Nirmala Saini Versus Unique Madhuban Homes Pvt. Ltd.*** by this authority. The said order dated 04.11.2025 passed by the Hon'ble Rajasthan High Court was carefully and respectfully perused/ considered by this authority. The same relates to aspect of registration of Phase-I of the project. Considering that the present matter at hand pertains to Phase-II and not Phase-I as already noted and discussed above, the said order dated 04.11.2025 being an interim order in relation to Phase-I does not have any implication on the present proceedings.

13) Compliance be made within 45 days after uploading of this order on the RERA web portal. Thereafter respondent shall submit its compliance report to this Authority within 15 days thereafter.

14) With these directions, the present complaint stands disposed of. This case is now removed from the cause list of the Authority and consigned to record. The order be uploaded on the web portal of the Authority and be also sent to all the concerned parties with placing a copy of order in file.

(Rashmi Gupta)
Member