

**RAJASTHAN REAL ESTATE REGULATORY AUTHORITY,
JAIPUR**

Complaint No. RAJ-RERA-C-N-2025-8162

KISHAN JAIN

...Complainant

VERSUS

RIDDHI SIDDHI INFRA PROJECTS PVT. LTD. (PROMOTER).

...Respondent No.1

SUNLIFE BUILDCON PVT. LTD. (LAND OWNER)

...Respondent No.2

HON'BLE MEMBER SMT. RASHMI GUPTA

PRESENT :

Advocate Unnati Vijay, Nisha Gandhi & Manan Gupta
present for complainant.

Advocate Akshita Khandelwal present for respondent No. 1
(Riddhi Siddhi infra projects Pvt. Ltd.)

None present for respondent No. 2 (Sunlife Buildcon Pvt.
Ltd.)

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Date of Order : 27.08.2026

: ORDER :

- 1) Present complaint has been filed under section 31 of the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as 'the Act') with regard to the project 'SKY 25 ' registered with the Authority bearing registration number RAJ/P/2017/307.
- 2) Brief facts of complaint are that in 2010, respondents launched a scheme in which Flat No.604, Block-C was

allotted to complainant; total sale consideration of Rs.31,45,625/- (inclusive of Service Tax); paid total payment of Rs.31,04,765/-; several occasions requested to execute ATS, respondent never paid any heed; ATS never executed; in absence of specified date for handing over possession, maximum time period of three years be considered for delivering possession from the date of execution of registration form; registration form is dated 03.04.2012, accordingly 03.04.2015 be considered as date for handing over possession; despite failing to complete the project, respondent No.1 arbitrarily offered possession through a letter dated 03.11.2017, wherein they also admitted receipt of full payment exclusive of other charges; complainant reached for possession; complainant came to knowledge that all properties associated with respondents were being seized and sealed during pendency of investigation by Enforcement Directorate (ED); complainant applied for No Objection Certificate ("NOC") before Deputy Director, Enforcement Directorate ("ED") in 2020; complainant neither received NOC nor any response regarding status of application; lateron complainant ascertained that said Flat in project was not amongst the properties attached by ED; under Right to Information Act, 2005 an application was filed to obtain certified copy of order passed by the Ld. Additional Inspector General, Registration and Stamps (Administration), Rajasthan, Jaipur, dated 11.07.2022 bearing No. F.2(19)(4)Satarkta/P.N/Amnij/Pamu/2022/1482-85, relaxing the

restrictions imposed on transfer/sale of flats and clarifying that no consent of ED was required for transfer/sale of properties and not mentioned in the annexure specifying the list of properties attached by ED; status of project is far from completion; project got lapsed status on 30.11.2018; respondents are not in position to offer valid possession; prayed that;

- a) respondents be directed to execute sale deed in favour of complainant after obtaining a valid CC and OC;
 - b) respondents be directed to pay interest from expected date of delivery i.e. 01.12.2014 till the actual date of handing over of valid and legal possession;
 - c) respondents be directed to complete remaining development work in project and obtain valid CC & OC
- 3) In reply filed by respondent No.1, pleaded that an Architect's Completion Certificate was obtained on 31.12.2018; project is completed with all promised amenities; respondent requested complainant to take possession and execute sale deed but complainant failed; total amount paid by the complainant is 30,54,765/- and amount of Rs. 50,000/- is not received by respondent; issued possession intimation and permissive certificate dated 03.11.2017; complainant did not come forward to execute sale deed till date, keys in respect of flat have already been handed over to complainant on 03.11.2017, which is acknowledged in permissive possession certificate; respondent attributed construction delays to circumstances beyond its control such as bajri

ban, COVID-19 pandemic, Demonetization, and introduction of GST; freezing of bank accounts connected to an ongoing money laundering investigation against M/s Adarsh Credit Co-operative Society Ltd. hindered project progress; restrictions by ED temporarily prevented document registrations; respondent was ready to deliver possession and register sale deeds, subject to issuance of NOC by ED but complainant did not come forward to execute sale deed; subsequently clarification was provided via an order dated 11.07.2022 from the Additional Inspector General, Registration & Stamps, Jaipur (Ref. No. F.2(19)(4)Satarkta/P.N./Amnij/Pamu/2022/1482-85, permitting respondent for execution of sale deeds; Flat No. 1005 SKY-25 was part of a joint venture between M/s Sunlife Buildcon Pvt. Ltd. (Land Owner) and M/s Riddhi Siddhi Infra projects Pvt. Ltd. (Developer/Promoter) and was not included in attached properties by ED; in written submissions, pleaded that Architect's Completion Certificate was obtained; out of 375 units in the project, 275 registries have been executed till now; moreover, 97 registries of the allottees were executed in 2017-18; project is fully functional and habitable; prayed that complaint kindly be dismissed.

- 4) No one appeared on behalf of respondent No.2 (Sunlife Buildcon Pvt. Ltd. despite notices. Hence ex-parte proceedings were drawn against respondent No.2.
- 5) During course of argument, counsel for complainant

reiterated same facts as mentioned in complaint and argued that allottee had made substantial payment towards unit prior to approval of map; promoter merely produced an Architect Certificate; no valid CC or OC has been produced; in response to arguments regarding *force majeure* and external hurdles, argued that because promised date of completion was in 2014, delay had already occurred several years prior to COVID-19 pandemic; proceedings involving of ED) or Adarsh Credit Co-operative Society, arose after 2022.

- 6) During course of arguments counsel for respondent No.1 reiterated the same facts as mentioned in reply and in written submissions and argued that respondent submitted an Architect's Completion Certificate obtained on 31.12.2018, confirming full completion; project is now fully functional and habitable; construction delay was caused due to circumstances beyond its control, such as the *bajri* ban, the COVID-19 pandemic, Demonetization, and introduction of GST, freezing of bank accounts connected money laundering investigation against M/s Adarsh Credit Co-operative Society Ltd. also hindered project progress; prayed that complaint kindly be dismissed.
- 7) Heard arguments and perused the records the Authority observed that
 - a) As verified by Law Researcher on the RERA portal the project is in lapsed category; in last QPR of October to December, 2018 quarter percentage completion of construction work (as per Project Engineer's

Certificate, R-2) is “47%”;

- b) total consideration is Rs. 31,45,625/-; complainant claimed paid Rs.31,04,765/-; respondent claimed total received amount is Rs.30,54,765/- and Rs. 50,000/- is not received; complainant did not submit complete payment receipts of Rs.31,04,765/- rather respondent filed account ledger showing paid amount by complainant is Rs.30,54,765/-; hence total paid amount is considered as Rs.30,54,765/-;
- c) as no ATS executed, therefore, three years from the date of registration (i.e. 03.04.2012) date of possession is 03.04.2015; respondent has cited various reasons of delay in project like involvement of JDA and actions of Enforcement Directorate, Bajri Ban, impact of COVID-19 pandemic and demonetization policy of Government of India; timelines of booking of units promised date of possession comes to 03.04.2015; events or reasons cited by respondent are of post year 2015; respondent cannot take shield of these events in delayed development of the project;
- d) claim of respondent that Architect's completion certificate was obtained on 31.12.2018; project is complete with all promised amenities/ facilities; respondent issued possession intimation and permissive certificate dated 03.11.2017 and that the keys in respect of flat have already been handed over to complainant on 03.11.2017; claim of respondent is

irrelevant, because so called 'offer for possession' was made to complainant on 03.11.2017, without obtaining CC & OC; project is currently in lapsed category; no extension has been sought;

e) in light of above-mentioned observations, it is concluded that respondent has failed to complete project till date and deliver possession within the stipulated time.

8) In light of aforesaid facts and observations complaint is allowed with the following directions :

- a) respondent No.1 is directed to give valid offer of possession;
- b) respondent No.1 is directed to complete all remaining development work of the project and obtain valid OC / POC from the competent Authority.
- c) complainant directed to pay remaining outstanding amount without any interest because substantial amount has already been paid and project is still incomplete even after prolonged delay.
- d) execute sale deed in favour of complainant for flat, and pay interest on Rs.30,54,765/- for delay period (i.e. from expected date of possession 01.12.2014) at the prescribed rate of interest 10.80% per annum (SBI Highest MCLR 8.80% + 2.00%) till valid offer of possession;
- e) any amount outstanding and payable by the complainant to the respondent, or vice versa, shall be

set off and adjusted against each other. The net balance, if any, shall be payable by the party against whom such balance lies.

- 9) 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.
- 10) The 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