

**RAJASTHAN REAL ESTATE REGULATORY
AUTHORITY, JAIPUR**

- 1) **RAJ-RERA-C-N-2025-8287**
AKG AFFORDABLE HOUSING PVT. LTD. ... Complainant
VERSUS
JAY GOVIND SHARMA
...Respondent
- 2) **RAJ-RERA-C-N-2025-8292**
AKG AFFORDABLE HOUSING PVT. LTD. ... Complainant
VERSUS
RAVINDRA GUPTA & ANOTHER
...Respondents
- 3) **RAJ-RERA-C-N-2025-8301**
AKG AFFORDABLE HOUSING PVT. LTD. ... Complainant
VERSUS
SUJATA AGARWAL
...Respondent
- 4) **RAJ-RERA-C-N-2025-8302**
AKG AFFORDABLE HOUSING PVT. LTD. ... Complainant
VERSUS
SOURABH GARG & ANOTHER
...Respondents
- 5) **RAJ-RERA-C-N-2025-8304**
AKG AFFORDABLE HOUSING PVT. LTD. ... Complainant
VERSUS
MANISH KUMAR GUPTA & ANOTHER
...Respondents
- 6) **RAJ-RERA-C-N-2025-8305**
AKG AFFORDABLE HOUSING PVT. LTD. ... Complainant
VERSUS
GEETA DEVI
...Respondent
- 7) **RAJ-RERA-C-N-2025-8306**
AKG AFFORDABLE HOUSING PVT. LTD. ... Complainant
VERSUS
SUNITA DEVI & ANOTHER
...Respondents

HON'BLE MEMBER SMT. RASHMI GUPTA

PRESENT :

Advocate Subodhini Sharma & Kriti Chhabra present for complainants

Advocate Prakrat Jaimini present for respondents

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Date of Order : 31.08.2026

: ORDER:

- 1) The present all seven complaints have been filed by complainant AKG Affordable Housing Pvt. Ltd. (referred to as 'complainant') under Section 31 of the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as 'the Act') with regard to the Group Housing Project, 'Pari Residency', registered with the Authority bearing registration No. RAJ/P/2017/105 seeking cancellation of the allotment of units and termination of the agreements to sale.
- 2) All these complaints have similar facts and pleadings, thus, same are being decided by the common order; in all the seven cases, sale consideration Rs.10,02,700/-; expected date of possession 31.03.2020; initially amount paid by complainant Rs.50,000/-; and Rs.50,000/- at the time of allotment (total amount paid Rs.1,00,000/- in each case); demand notices were issued on 20.09.2018; details of complaints, flat number, date of execution of ATS and date of cancellation letter and date of legal notices are as under:-

S. No.	complaint number / Name of Complainant	Flat No.	Date of ATS	Cancellation letter & legal notice
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1.	2025-8237 AKG Vs. Jay Govind Sharma	C-326	15.02.18	29.10.18 19.11.18 LN- 03.04.19 LN- 11.12.19
2.	2025-8292 AKG Vs. Ravindra Gupta	C-112	29.01.18	29.10.18 19.11.18 LN- 03.04.19 LN- 11.12.19 LN- 08.03.22 reply of this legal notice received on 18.02.25.
3.	2025-8301 AKG Vs. Sujata Agarwal	C-325	31.01.18	29.10.18 19.11.18 LN- 20.04.19 LN- 11.12.19
4.	2025-8302 AKG Vs. Saurabh Garg	C-220	09.01.18	LN- 11.12.19 LN- 27.03.19 LN- 08.05.19
5.	2025-8304 AKG Vs. Manish Kumar Gupta	C-113	29.01.18	29.10.18 19.11.18 LN- 03.04.19 LN- 11.12.19
6.	2025-8305 AKG Vs. Geeta Devi	C-324	31.01.18	29.10.18 19.11.18 LN- 03.04.19 LN- 11.12.19
7.	2025-8306 AKG Vs. Sunita Devi	C-323	31.01.18	29.10.18 19.11.18 LN-03.04.19 LN- 11.12.19

As per complainants, allottees failed to adhere payment schedule/construction linked payment plan as mentioned in ATS; even after issuance of demand letters/ reminder letters/ intimations on different dates, legal notice; respondents failed to make timely payments of balance sale consideration; registered legal notices were also sent wherein 15 days time was given to pay outstanding amount; no payment was made by the respondents; in furtherance,

another registered legal notice was also sent to respondents wherein informing about forfeiture of payment made by them in respect of respective flats; despite aforementioned demand notices, respondents did not make outstanding payments, leaving the complainant with no option but to cancel the allotment; as per” Clause 9.3 of ATS, allottee(s) shall be considered under a condition of default on the occurrence of the following events:

- i) In case the Allottee(s) fail to make payment for one demand made by the promoter as per the payment plan stated above, despite having been issued notice in that regard, the allottee(s) shall be liable to pay interest to the promoter on the unpaid amount.
- ii) In case of default by Allottee under the conditions listed above continues for a period beyond three consecutive months after notice from the promoter in this regard, the promoter may cancel the allotment of the Apartment in favor of the Allottee(s) and refund the money paid to him by the Allottee(s) by deducting the booking amount and the interest liabilities and this agreement shall thereupon stand terminated: provided that the promoter shall intimate the allottee about such termination at least thirty days prior to such termination."

On account of non-payment of outstanding dues/ installments by respondents allottee, complainant prayed to confirm cancellation of allotments of respective units as well as cancellation/termination of respective ATS.

- 3) In reply filed by respondents in all the cases pleaded that obligation of respective allottees to pay is reciprocal and conditional upon construction progress by complainant; complainant failed to demonstrate progress in construction in accordance with sanctioned plan, approved layout plan and project schedule; respondents were constrained to withhold further demands in absence of construction progress and milestone achievements as per sanctioned plan and project schedule; demand & cancellation notices were issued without demonstrating construction progress or readiness to hand over possession and non-reply to an unlawful demand, cannot be construed as admission of default. It does not warrant arbitrary cancellation of allotment or forfeiture of funds; prayed to direct complainant to hand over peaceful and vacant possession of respective flat, allow respondents to clear outstanding dues along with reasonable/nominal interest or penalty, and declare unilateral cancellation of respective allotments and termination of ATS as illegal and arbitrary; alternatively, prayed to direct full refund of any forfeited amounts with interest if possession cannot be granted.
- 4) During course of arguments, learned counsel for complainant reiterated the same facts as mentioned in complaints and argued that a Partial Completion Certificate has been obtained; current status of project is complete; 10% deduction of booking amount is permissible upon cancellation in each of the complaint; respondent is ready to issue a refund after deducting 10% of booking amount, but

is not willing to hand over possession.

- 5) During course of arguments, learned counsel for respondents reiterated the same facts as mentioned in reply and argued that project on RERA portal is currently showing under lapsed category; PCC has not been uploaded; only a single demand letter was issued in respective case, which failed to state the exact amount due or specify the payable amount, making payment impossible; letters contained no reference to construction status or progress of project; Clause 9.3 only applies when a specific amount is explicitly stated and proper demand is raised, which was never done in this instance; as per ATS, obligations arise only upon the completion of construction; respondents are ready to take possession and pay interest, if any.
- 6) Having heard the arguments and perused the records, the Authority observed that
 - a) as verified by law researcher current status of project on official website of RERA portal is in 'lapsed category; PCC for tower C & E issued on 10.05.2025 and is uploaded on RERA portal;
 - b) Each respondent paid only meager initial amount Rs. 1,00,000/- (at the time of booking and allotment in 2018) and thereafter failed to make any further remittances toward balanced against total sale consideration of Rs.10,02,700/-; no correspondence or communication were made by respondents to know progress of project or regarding payments; Allottees turned up only after filing of complaints by

complainant, before RERA.

- c) both parties agreed about deposit/receipt of Rs.1,00,000/- in each complaint which is less than 10% of the total sale consideration;
 - d) Complainant and all the respondents are at concurrent fault.
- 7) In light of aforesaid facts & observations, all the complaints are disposed of with following directions;
- a) due to prolonged non-payment by the respondents, cancellation and termination of the respective ATS by complainant are allowed and confirmed;
 - b) complainant is not entitled to deduct or forfeit any amount and shall refund the entire deposited amount of Rs. 1,00,000/- to each respondent;.
 - c) respondents are not entitled to any interest on refunded principal amount.
 - d) In case payment is not made by complainant to respondents in each case within forty five days from passing of this order, then this amount shall carry interest at the prescribed rate of 8.80% highest MCLR of SBI +2% i.e. 10.80% per annum after passing forty five days of this order, till refund is made.
- 8) 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.
- 9) With these directions, the present complaints are stand

disposed of. These cases are 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