

**RAJASTHAN REAL ESTATE REGULATORY AUTHORITY,  
JAIPUR**

**Comp. No. RAJ-RERA-C-2021-4312**

Ramakant Bhala

..... Complainant

**VERSUS**

Shivshakti Realhome Pvt. Ltd.

....Respondent

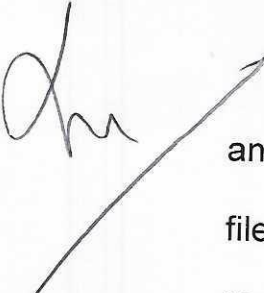
**Present**

**Hon'ble Shri Salvinder Singh Sohata, Member**

1. Mr. Mr. Mitesh Rathore & Ms. Shruti Rai, Advocates present on behalf of complainant
2. Mr. Jatin Chawla, Advocate present on behalf of respondent

**Date of Order: 16.12.2022**

**ORDER**

 A complaint under section 31 of the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as 'the Act') is filed before the Authority that a flat No. 1104, 11<sup>th</sup> floor in project "Shankara Residency" bearing Registration No. RAJ/P/2017/016 was booked against the consideration of Rs. 9 lac, complainant paid Rs. 8 lac and the allotment-cum-agreement for sale was executed on 06.12.2013 which is registered with Sub-Registrar V,



Jaipur. The remaining amount Rs. 1 lac is deposited on 20.06.2018, but the unit is not handed over despite payment of the consideration. Complainant made a request on 01.03.2021 for registration of sale deed for the aforesaid unit, but promoter has not paid any heed in this regard. Therefore, the complainant prayed to issue direction against the promoter to execute sale deed with regard to impugned unit No. 1104 of the project and handing over the possession to the complainant. Respondent filed the reply and alleged therein that the complainant and the promoter were having transaction of business with each other for a longer period and, therefore, the transactions done between the two were totally unrelated to the purchase of the impugned unit. It was also alleged that the complainant and his family members are the Directors of an NBFC and that said NBFC and the Respondent were having various transactions with each other. It was further alleged in the Respondent's reply that the Respondent sought statement of Accounts regarding all ongoing transactions from the NBFC and it's Directors vide e-mail dated 12.03.2020 and letter dated 13.02.2021, however, the information was not provided and frivolous information was made available through e-mail. Respondent also averred in the reply that a legal notice was also



issued against the complainant dated 23.04.2021. Therefore, being aggrieved by asking the aforesaid information, the instant complaint is filed which is liable to be dismissed.

During the course of hearing, it was reported by the complainant that a covenant was registered in favour of complainant by the promoter. Therefore, in the instant case, the sole issue re, remaining is related to delayed interest only. The impugned project is having the validity upto 30.06.2018 and a completion certificate is obtained on 28.06.2018 (Annexure-7).

Learned Advocate on behalf of respondent also consented that a sale deed is executed in favour of complainant with regard to impugned unit. But, made an objection keeping in view the various transactions alleged in other two cases. We had found that we are not having jurisdiction to adjudicate with reference to several transactions not directly/indirectly related to purchase of unit, therefore, aforesaid contentions of the promoter side are not agreed upon. Any direction with regard to delivery of possession is not required, being already taken by the complainant on 05.02.2022.

With regard to delayed interest, although it is not prayed but compensation is prayed. The Authority is empowered under the



provision of section 38 of the Act for any ancillary relief. In the instant case, delivery of possession was expected upto 30.06.2018, whereas, a legal notice issued against the promoter on 01.03.2021 exhibits that possession was not delivered and after institution of complaint on 02.06.2021 during the pendente lite a sale deed is executed. Therefore, interest w.e.f. 01.07.2018 to actual date of delivery qua date of registration i.e. 05.02.2022 of the sale deed is payable to the complainant.

In the light of aforesaid discussions, promoter is directed to pay interest on deposit amount w.e.f. 01.07.2018 upto 04.02.2022 (excluding moratorium period notified by the Authority) @ 8.60% highest MCLR of SBI+2% within 45 days of uploading of the copy of the order on webpage of the Authority.



  
(SALVINDER SINGH SOHATA)  
Member