

**RAJASTHAN REAL ESTATE REGULATORY AUTHORITY, JAIPUR**

**Comp. No. RAJ-RERA-C-N-2024-7477**

Mustafa Khan & Others

.... Complainant

**VERSUS**

Sahara Prime City Limited

....Respondent

**Present**

**Hon'ble Shri Sudhir Kumar Sharma, Member**

1. Advocate Abhinav Shekhar, present on behalf of complainant
2. Advocate Manoj Pareek, present on behalf of respondent

**Date of Order: 29.10.2024**



**ORDER**

1. The present complaint has been filed under section 31 of the Rajasthan Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as 'the Act') with regard to the project, 'Sahara City Homes, which is not registered with the Authority.

*Sudhir*

2. The brief of the facts are that the complainant had booked an apartment bearing no. C8/602 in project "SAHARA CITY HOMES " at a total sale price of Rs 16,75,000/- (exclusive other charges), has paid 80% amount Rs 12,12,664/- & obtained allotment of apartment vide letter dated 21.08.2009. Even after various requests and regular follow up the respondent has never executed any agreement for sale in favour of complainant. It is also stated that the respondent has failed to develop the demised apartment and attached common areas and give possession as envisaged under allotment letter dated 21.08.2009 within the time prescribed there being 38 months from the date of allotment. Even after passing a period of 12 years since the promised date of possession till date neither the work has been completed nor possession has been offered. Thus the complainant has claimed the refund of total deposited amount along with interest under section 18 of this Act.



3. In response of the complaint, the reply has been filed by the respondent in which it is stated that the respondent has two companies which are under dispute before SEBI and on 21.11.2013, the Hon'ble SC passed an order to prohibit the whole

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group of Sahara companies and directed SEBI to control upon all transactions of the company including construction, development and possession of the said project. In the reply respondent has not disputed the facts mentioned by the complainant except that the impugned project is not registered with the RERA and thus, RERA does not have any jurisdiction to decide the case.

4. It has also been replied that respondent company has made an agreement with the private developer. All the matters related to the Sahara City Homes Jaipur may be settled jointly by consent with Developer Company. Furthermore, it is stated that two types of proposal have been proposed by the aforesaid private developer company which are as follows:-



- A. *Whoever the allottee wants to take the booking unit if he gives his written consent for the same, his unit or any other unit will be prepared and registered within 6 months from his written consent. Whatever outstanding amount will have to be deposited against the unit by the allottees, Or*
- B. *Any allottee who wants to get his deposited amount he may get his principal amount and interest from the date of deposit till 31<sup>st</sup> March 2024, the respondent is ready to pay the amount in*

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*installment of 36 months @ 7% per annum interest. The said installment will start from January 2025 whose post dated cheques will be given by the respondent to allottees.*

*The respondent company shall mutually agree to settle the matter pending before the RERA Authority by consent and mediation.*

5. The respondent in its reply has agreed that the instant matter may be settled as per agreement entered into by the respondent company with the private developer.
6. Heard and perused the record.
7. From the reply of respondent given in the last of para no. 4(xiv) (page 4 of the reply) it is clear that there is indeed a humongous delay in completing the project and for its completion an agreement has been made with the Private Developer. This clearly implies that projects comes in the category of on going project under the provisions of RERA Act, 2016.
8. The Hon'ble Supreme Court, in its judgment in the case of Newtech Promoters and Developers Pvt. Ltd. vs. State of Uttar Pradesh has categorically established that it is an absolute and unqualified right of the allottee to seek refund if the promoter fails to give possession of the unit within the stipulated time period, and




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also makes it an obligation over the promoter to pay interest at the rate prescribed by the State Government.

9. In view of the facts, observations and discussions held hereinabove, we direct the respondent to refund the entire amount of Rs. 12,12,664/- paid by the complainant along with prescribed interest @ 9.10% (highest MCLR of SBI) + 2% w.e.f. the promised date of delivery i.e. 21.10.2012 till the date of refund, within 45 days of uploading of the order on the webpage of the Authority.



  
(Sudhir Kumar Sharma)  
Member