

**BEFORE THE MAHARASHTRA REAL ESTATE
APPELLATE TRIBUNAL MUMBAI**

Appeal No. AT006000000063805 of 2022

IN

Complaint No. CC006000000197150

- | | | |
|--------------------------------------|---|----------------|
| 1. Garry Vasant Ashar |) | |
| 2. Tejal Garry Ashar |) | |
| Both Adults, Indian Citizens, |) | |
| Residing at D 501, Vishal Apartment, |) | |
| Sir MV Road, Andheri (East), |) | |
| Mumbai 400 069. |) | |
| Through Power of Attorney holder |) | |
| Mr. Harry Vasant Ashar |) | ... Appellants |

-Versus-

- | | | |
|--|---|-----------------|
| 1. SKYSTAR BUILDCON PRIVATE LIMITED |) | |
| 2. Sunteck Realty Limited |) | |
| Having its registered office at 5 th floor, |) | |
| Suntech Center, 37-40, Subash Road, |) | |
| Vile Parle (East), Mumbai 400 057. |) | ... Respondents |

Adv. Mr. Shanay Shah for Appellants

Adv. Mr. Vikramjit Garewal for Respondents

**CORAM : SHRI S. S. SHINDE (J.), CHAIRPERSON, &
DR. RAJAGOPAL DEVARA, MEMBER (A)**

RESERVED ON : 11th June 2026

PRONOUNCED ON : 21st July 2026

(THROUGH VIDEO CONFERENCE)



JUDGMENT

[PER : DR. RAJAGOPAL DEVARA, MEMBER (A)]

1. The captioned appeal takes exception to the common impugned order dated 14th March 2022 passed by the Hon'ble Member-1/ Maharashtra Real Estate Regulatory Authority (for short "the Authority") in the Complaint No.CC006000000197150 filed by the complainants/ Allottees wherein the learned Member-1, directed the Respondents/ Promoters to hand over the possession of the subject flat and to pay interest for the delayed possession from the agreed date of possession till the date of part Occupancy Certificate i.e. 08.09.2020.
2. For the sake of convenience, Appellants will hereinafter be referred to as the "Allottees" and Respondents will hereinafter be referred to as the "Promoters".
3. The brief facts culled out from the pleadings of the parties, impugned order and material on record revealed that the Appellants/ Allottees have entered into an Agreement for Sale dated 28th May 2015 with Respondents/Promoters in respect of Unit No.204 admeasuring 79.62 square meters in building "A" of Sunteck City Avenue 1, for a total consideration of Rs.2,21,96,500/- (Two Crore Twenty-One Lakh Ninety-Six Thousand Five Hundred)



4. As per Clause 16 of the said Agreement for Sale, the said flat was promised to be handed over within 54 months from the date of execution of the agreement with a further grace period of 9 months i.e. on or before August 2020. However, it is pertinent to note that possession was handed over only upon directions given by this Tribunal vide order dated 30th January 2023 and upon additional amount deposited by the Appellants/ Allottees in the Tribunal.
5. Learned counsel appearing for the Appellants/Allottees submitted that, being aggrieved, complainants/Allottees sought multiple reliefs, by filing complaint before the learned Adjudicating Authority, however no opportunity was granted to the Appellants to lead and argue their case at length. A common order dated 14th March 2022, i.e. the impugned order was erroneously passed in the complaint filed by the Appellants/ Allottees along with four other matters against the same Respondents.
6. The appellant/ Allottees further submitted that Respondents charged interest on delayed payment whereas Appellants/ Allottees have paid all the amount as demanded by the Respondents from time to time without causing any delay and hence question of interest on delayed payment as demanded by the Respondents does not arise.



7. The Respondents/Promoters vide e-mail dated 28th July 2020 demanded total payment of Rs.41,97,796/- which included Rs.7,21,085/- under the head of 'other charges'. However, when the Appellants/Allottees enquired, vide e-mail regarding 'other charges' same was not explained and was included with other charges namely, completion of roof slab charges and possession charges. The representative of Respondents categorically stated vide e-mails dated 9th March 2021 and 11th March 2021 that the Respondents/Promoters would hand over the possession of the said flat only when full and final payment as per the demand raised would be made including disputed charges to the Respondents. It is pertinent to note that despite receiving full and final consideration amount, only upon directions of this Tribunal, the Respondents handed over the possession of the said flat on 14th March 2023, almost two years of payment of full and final consideration.
8. The Appellants/Allottees further submitted that additional reliefs granted to the Respondents were not sought by the Respondents in the first place. The learned Member-1, MahaRERA in the impugned order directed that the Allottees are liable to pay interest for the period of delayed payment, at the time of possession, which may be set off against the interest amount payable by the Respondents to Allottees/ Appellants. Secondly, Respondents are entitled to claim



benefit of moratorium period as mentioned in Notifications/ Orders Nos.13 and 14 dated 2nd April 2020 and 18th May 2020 respectively issued by the MahaRERA. The Appellants/ Allottees relied upon the judgment of the Hon'ble Supreme Court in the case of *Bachhaj Nahar V/s. Nilima Mandal and Another* [(2008) 17 SCC 491], in para 23, held that relief which was not specifically prayed by the parties cannot be granted. Para 23 is reproduced hereunder:

"23. It is fundamental that in a civil suit, relief to be granted can be only with reference to the prayers made in the pleadings. That apart, in civil suits, grant of relief is circumscribed by various factors like court fee, limitation, parties to the suits, as also grounds barring relief, like res judicata, estoppel, acquiescence, non-joinder of causes of action or parties, etc., which require pleading and proof. Therefore, it would be hazardous to hold that in a civil suit whatever be the relief that is prayed, the court can on examination of facts grant any relief as it thinks fit. In a suit for recovery of rupees one lakh, the court cannot grant a decree for rupees ten lakhs. In a suit for recovery possession of property 'A', court cannot grant possession of property 'B'. In a suit praying for permanent injunction, court cannot grant a relief of declaration or possession. The jurisdiction to grant relief in a civil suit necessarily depends on the pleadings, prayer, court fee paid, evidence let in, etc."

Thus, the impugned order dated 14th March 2022 passed by the Authority is bad in law and ought to be set aside.



9. The Appellants/ Allottees further submitted that, as per clause 16 of the Agreement for Sale the Respondents were obligated to give possession of the said flat on or before 25th August 2020. However, Respondents failed to do so resulting in breach of the Agreement for Sale. It is stated that Respondents offered possession of the said flat on 15th September 2020 after receiving full Occupation Certificate on 8th September 2020. However, Appellants/Allottees did not take possession of the said flat. The Appellants/Allottees submitted that possession was offered on 15th September 2020 subject to the Appellants/ Allottees clearing the unexplained, illegal and unlawful interest on the delayed payment demanded by the Respondents vide its e-mail dated 28th July 2020 and it was not an unconditional offer. Whereas the Allottees informed the representatives of Respondents that interest charged on account of unexplained delay in payment is illegal and ought to be waived. However, the Appellants/Allottees made full and final payment including disputed charges on 22nd March 2021. Thereafter following the directions of this Tribunal vide order dated 30th January 2023 possession of the said flat was handed over to the Appellants/ Allottees on 14th March 2023. The Appellants/ Allottees relied upon judgment passed by this Tribunal in a case of *M/s. Akshar Space Pvt. Ltd. V/s. Shri. Nitin Jaigude* wherein it was held that merely because



occupancy certificate was issued, it cannot deprive the Allottees to claim interest on the delayed period of possession. The relevant paragraph 16 is reproduced hereunder.

"16. Merely because occupancy certificate is issued it cannot deprive the allottee to claim interest on the delayed period of possession. Allottee may file the complaint for recovery of interest on delayed period even after issuance of occupancy certificate and after getting the possession of the flat also. Unless there is sound evidence to show that allottee has expressly or impliedly relinquished right to claim relinquished right to claim interest on the delayed period of possession by his conduct and action. It cannot be said that the Allottees had lost their right to claim interest on delayed period of possession once the occupancy certificate is issued".

10. The Appellants/Allottees further submitted that Respondents/Promoters have demanded maintenance charges from the Appellants on the grounds that the Appellants/ Allottees did not take the possession of the said flat when it was offered to them on 15th September 2020 and therefore the Appellants/ Allottees are liable to pay maintenance charges from the period i.e. 15th September 2020 to 14th March 2023 when the actual possession was given to the Appellants/ Allottees. However, it is pertinent to mention that the possession offered by the Respondents was not unconditional and was subject to the Appellants/ Allottees clearing the unexplained,



illegal and unlawful interest in the delayed payment demanded by the Respondents. Therefore, the Appellants/ Allottees are not liable to pay maintenance charges for the period from 15th September 2020 to 14th March 2023. In fact, the Respondents are obligated under Section 11(4)(g) of RERA Act, 2016 to pay all outgoing charges including the maintenance charges until physical possession of the said flat is handed over.

11. Section 11(4)(g) of the RERA Act, 2016 states as follows.

"11(4). The Promoters shall-

(g) pay all outgoings until he transfers the physical possession of he real estate project to the allottee or the associations of Allottees, as the case may be, which he has collected from the Allottees, for the payment of outgoing (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the project):

Provided that where any Promoters fails to pay all or any of the outgoings collected by him from the Allottees or any liability, mortgage loan and interest thereon before transferring the real estate project to such Allottees, or the association of the Allottees, as the case may be, the Promoters shall continue to be liable, even after the transfer of the property, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal



proceedings which may be taken therefor by such authority or person;"

12. Per contra, Respondents/ Promoters submitted that project land falls within the limits of Oshiwara District Centre, Mumbai wherein MMRDA is declared as the Special Planning Authority along with Municipal Corporation of Greater Mumbai. The Respondents claimed that several applications for obtaining permission relating to said project were made however, final clarity with respect to the development in Oshiwara District Centre emerged on 31st May 2017. The MMRDA having been appointed as the Special Planning Authority for development of Oshiwara Development Centre, Respondents were required to adopt the participatory method, wherein land owners are required to first convey their land to Special Planning Authority, i.e. MMRDA and take back on lease the said land. Accordingly, said land was transferred and conveyed under a Deed of Conveyance dated 11th February 2016 and upon payment of premium as per the terms thereon. Thereafter, despite Covid-19 Pandemic the project was completed, and Respondents have offered possession to Appellants/ Allottees. Therefore, the alleged delay if any in completion of the project was beyond the control of the Respondents.
13. Clause 39 of the Agreement for Sale dated 28th May 2015 has made the Appellants aware of the above said facts and Appellants/



Allottees provided their consent thereto in accordance with Clause 39 of the said agreement. The timelines set for approvals were extended from time to time by the Competent Authorities, which was beyond the control of the Respondents. The MahaRERA Website provided the completion date of the said project as 31st March 2020 and the said timelines have been extended till 31st March 2021, due to unforeseen circumstances of Covid-19 Pandemic situation. Thus, delay in the said project was beyond the control of the Respondents.

14. The Respondents/Promoters further submitted that as per Clause 16 of the said Agreement for Sale, Respondents were to hand over the possession of the said flat within 54 months with a further grace period of nine months from the date of Agreement for Sale, which would be 25th August 2020. The date of possession was falling under the statutory Force Majeure period by virtue of Circulars issued by the MahaRERA during the COVID-19 pandemic. Thereafter, Respondents obtained part occupation certificate for the said premises on 8th September 2020 and offered possession to Appellants on 15th September 2020. Therefore, there is no question of delay in handing over the possession caused by the Respondents and thus there cannot be payment of any interest for any alleged delay by the Respondents.



15. The Respondents/Promoters further submitted that Appellants are in violation of provisions of Section 19 of RERA Act, 2016. As per Section 19 of RERA Act, allottee who has entered into an Agreement for Sale to take an apartment, plot or building as the case may be, under Section 13, shall be responsible to make necessary payments in the manner and within the time as specified in the Agreement for Sale. Further Section 19 obligates allottee to pay interest at such rate as may be prescribed for any delay in payment towards any amount and/or charges to be paid under sub-section 6 of Section 19 of RERA Act, 2016. The Allottees failed to make payment in accordance with the Agreement for Sale thereby attracting penal interest. The Appellants/ Allottees have failed and neglected to make payment in accordance with the said Agreement for Sale and therefore Appellants/ Allottees are in breach of terms of the Agreement for Sale.
16. The Respondents/Promoters further submitted that upon this Tribunal's directions, the Appellants/ Allottees deposited an amount of Rs.1,87,767/- in the Tribunal thereafter directing the Respondents to hand over the possession, which was handed over to the Appellants/ Allottees on 14th March 2023. The Respondents further submitted that Respondents were holding the said premises on behalf of the Appellants/ Allottees for almost more than one and half



years, incurring day-to-day expenses thereof, because of gross delay in taking possession by the Appellants. Therefore, Respondents have not violated any provisions of RERA Act 2016. Thus, the Appellants have no cause of action against Respondents to file any appeal before this Tribunal. The Respondents submitted that no interference is required in the impugned order and appeal preferred by the Appellants/Allottees be dismissed with costs.

17. We have heard Adv. Mr. Shanay Shah i/b M/s. Mansukhlal Hiralal & Co. for Appellants and Adv. Mr. Vikramjit Garewal for Respondents.
18. The submissions advanced by the learned counsel appearing for respective parties are nothing but reiteration of contents of complaint, Appeal Memo, affidavit in reply and written submissions.
19. Learned advocate Mr. Shanay Shah i/b M/s. Mansukhlal Hiralal & Co. appearing for Appellants has placed her reliance on the following citations.

(1) In the case of *Bachhaj Nahar V/s. Nilima Mandal And Another* [(2008) 17 Supreme Court Cases 491 Civil Appeals Nos. 5798-99 of 2008] decided by the Hon'ble Supreme Court of India on September 23, 2008.

(2) In the case of *M/s. Akshar Space Pvt. Ltd. V/s. Shri Nitin Jaigude* [Appeal No.006000000010587] and *M/s. Akshar Space Pvt. Ltd. V/s. Shri Prathamesh Ternikar* [Appeal



No.006000000010588] decided by Maharashtra Real Estate Appellate Tribunal, Mumbai on 16th May 2019.

(3) In the case of *The Bombay Dyeing & Manufacturing Company Limited Vs. Ashok Narang and Another* [Second Appeal (ST) No.4996 of 2020 with Interim Application No.3383 of 2020] decided by Hon'ble Bombay High Court on 30th August 2021.

20. After considering submissions advanced by the learned counsel appearing for respective parties, pleadings of the parties and material on record, following points arise for our consideration and we have recorded our findings thereupon for the reasons to follow.

Sr. Nos.	Points	Findings
1.	Whether the impugned order dated 14.03.2022, passed by the Member-1, MahaRERA in the Complaint No.CC006000000197150 filed by the Complainants/Allottees, warrants interference in the captioned appeal?	In the affirmative
2.	Whether the Appellants/Allottees are entitled to relief sought in the captioned appeal?	In the affirmative
3.	What Order?	As per final Order



REASONS

21. Upon careful examination of pleadings of the parties, material placed on record and the submissions advanced by the learned counsel appearing for the respective parties, it is clearly established that the parties executed an Agreement for Sale dated 28th May 2015, in respect of Flat No. 204 in building "A" of Sunteck City Avenue-1 for a total consideration of Rs.2,21,96,500/-. As per Clause 16 of Agreement for Sale, the agreed date of possession was on or before 25th August 2020, being 5 months from the date of execution of agreement with a further grace period of nine (9) months.
22. The Appellants/Allottees further contended that as per Clause 16 of the Agreement for Sale, the Respondents/Promoters were under contractual obligation to hand over the possession of subject flat within stipulated period. It is pertinent to note that though the Respondents obtained part occupation certificate on 8th September 2020 and purportedly offered possession on 15th September 2020. However, the said offer was admittedly contingent on payment of certain disputed amounts, including interest on delayed payments and 'other charges' which were neither explained nor mentioned in the Agreement for Sale.



23. The material placed on record further reveals that by e-mail dated 28th July 2020, the Respondents/Promoters demanded a sum of Rs.41,97,796/- which included an amount of Rs.7,21,085/- under head of 'other charges'. Despite repeated queries raised by the Appellants seeking clarification regarding the nature and basis of the said charges, Respondents/Promoters offered no satisfactory explanation regarding "other charges". Instead, by e-mails dated 9th March 2021 and 11th March 2021, the Respondents insisted that the Appellants clear the entire demanded amount, including the disputed charges, before possession could be handed over.
24. It is not in dispute that physical possession of the subject flat was not delivered to the Appellants/Allottees on the offer date of 15th September 2020 when the possession was purportedly offered. The material on record indicates that Respondents handed over possession only on 14th March 2023, pursuant to the directions issued by this Tribunal and after Appellants deposited the amount as directed by this Tribunal. Thus, notwithstanding the issuance of part occupation certificate, Appellants were deprived of actual physical possession of the subject flat for a considerable period.



25. The Respondents/Promoters contended that alleged delay in completion of the project was due to the peculiar circumstances beyond their control, including development permissions required from MMRDA in respect of the Oshiwara District Centre, participatory development mechanism, and finally unprecedented Covid-19 Pandemic. The Respondents/Promoters further contended that the contractual date of possession fell within the moratorium period covered by MahaRERA through various circulars issued on account of force majeure. Therefore, the Respondents could not be held liable for any delay in handing over possession.
26. Even if force majeure factors as demonstrated by the Respondents/Promoters are given some consideration, we are unable to accept their contention. The reasons for delay relied upon by the Respondents/Promoters are not attributable to the Allottees nor is the case of Respondents/Promoters that Allottees in any way caused delay in completion of the project and delivery of possession. While explaining scope of Section 18 of RERA Act 2016, the Hon'ble Supreme Court in the case of *M/s. Newtech Promoters and Developers Pvt. Ltd. V/s. State of Uttar Pradesh* [2021 SCC Online 1044] dated 11 November, 2021 Civil Appeal



Nos. 5745, 6749 and 6750 to 6757 of 2021]- has held in para 25 as under:

"Para 25. The unqualified right of the allottee to seek refund referred under Section 18(1)(a) and Section 19(4) of the Act is not dependent on any contingencies or stipulations thereof. It appears that the legislature has consciously provided this right of refund on demand as an unconditional absolute right to the allottee, if the Promoters fails to give possession of the apartment, plot or building within the time stipulated under the terms of the agreement regardless of unforeseen events or stay orders of the Court/Tribunal, which is in either way not attributable to the allottee/home buyer, the Promoters is under an obligation to refund the amount on demand with interest at the rate prescribed by the State Government including compensation in the manner provided under the Act with the proviso that if the allottee does not wish to withdraw from the project, he shall be entitled for interest for the period of delay till handing over possession at the rate prescribed."

27. In our considered view, it is the Respondents/Promoters who had the ability to assess the likely date of completion of the real estate project, considering all likely contingencies that could delay the completion of the project. The obligations of the Allottees are primarily confined to discharging their contractual obligations as per the terms of the agreement for sale,



particularly by making payments in accordance with the agreed schedule, so that the project is not starved of funds to cause delay in completion of the project. The Allottees can be held responsible only if they fail to discharge their obligations as per the agreement for sale. In the instant case, the reasons assigned by the Respondents for the delay in completion of the project are not attributable to the Allottees. The Allottees cannot be penalized for external factors affecting timely project completion. It is admitted position that the Respondents/Promoters failed to hand over the possession of subject flat within the stipulated period and there is no material on record to demonstrate that such delay was attributable to the Appellants/Allottees. Consequently, in terms of Section 18 of RERA Act 2016, the Appellants, having elected to continue in the project are entitled to interest for the period of delay until physical possession of the subject flat was handed over to the Appellants.

28. The Respondents/Promoters further contended that Appellants themselves committed default in making timely payments and consequently liable to pay interest under Section 19(6) of RERA Act, 2016. It was further contended that, possession was offered immediately after obtaining part occupation certificate and



Appellants themselves failed to complete the requisite formalities for taking possession of the said flat. We do not find merit in the contentions of the Respondents. The material placed on record reveals that the demand towards alleged delayed payment charges and other unexplained charges was raised only at the time of offer of possession. There is no material to establish that Respondents/Promoters had, from time to time raised demands for interest on delayed payment of instalments immediately upon the occurrence of such alleged default. In the absence of any such material the Respondents cannot justify with holding possession of the subject flat on the basis of such disputed demands.

29. The learned Authority in the impugned order granted reliefs which were admittedly not sought in the pleadings of the Respondents/Promoters. The learned Authority directed that the alleged interest payable by the Appellants on account of delayed payments to be adjusted against the interest payable by the Respondents towards delayed possession of the flat. Further, the Authority extended to the Respondents the benefit of Covid-19 moratorium period.

A careful examination of pleadings indicates that the Respondents had neither sought adjustment of alleged delayed



payment interest nor claimed the benefit of Covid-19 moratorium period before the Authority. In the absence of any such pleadings, grant of relief unasked for, travels beyond the scope of proceedings. It is well settled that a Court or Tribunal cannot grant relief which has neither been pleaded nor specifically prayed for. We are of the opinion that such relief cannot be granted. Reliance in this regard may be placed upon the judgment of the Hon'ble Supreme Court in a case of *Bachhaj Nahar V/s. Nilima Mandal and Another* (supra), wherein it has been categorically held that reliefs granted by the Court or the Tribunal must remain confined to the pleadings and the prayers of the parties.

30. The Appellants/Allottees further contended that mere issuance of occupation certificate and subsequent offer of possession to the Appellants/Allottees would not absolve the Respondents of their statutory liability to pay interest for delayed possession. We agree with the contention of the Appellants/Allottees. This Tribunal has consistently held that issuance of occupation certificate does not automatically extinguish Allottees' statutory right to claim interest when actual possession is not delivered on agreed date or where possession offered is conditional and subject to compliance with demands which are not legally



sustainable. Therefore, Respondents/Promoters continue to remain liable for consequences for delay in delivering the possession. In the present case, although Respondents purportedly offered possession on 15th September 2020, however the material on record indicates that said offer was contingent upon payment of disputed charges. Ultimately actual physical possession was handed over only on 14th March 2023 pursuant to the directions issued by this Tribunal. Therefore, neither the issuance of occupation certificate nor the conditional offer of possession cannot deprive Appellants statutory claim of interest for delayed period.

31. The Respondents/Promoters further contended that the Appellants were liable to pay maintenance charges for the period commencing from 15th September 2020, being the date of purported offer of possession, till 14th March 2023, when the actual physical possession was delivered. According to the Respondents, the Allottees failed to take possession despite offer made by the Respondents/Promoters.

In this context, it is relevant to refer to Section 11(4)(g) of RERA Act, 2016, which reads as under:

“(4) The Promoters shall-

(g) pay all outgoings until he transfers the physical possession of the real estate project to the allottee or the



associations of Allottees, as the case may be, which he has collected from the Allottees, for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the project):

Provided that where any Promoters fails to pay all or any of the outgoings collected by him from the Allottees or any liability, mortgage loan and interest thereon before transferring the real estate project to such Allottees, or the association of the Allottees, as the case may be, the Promoters shall continue to be liable, even after the transfer of the property, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefor by such authority or person;"

32. In the present case, admittedly the actual physical possession of the said flat was handed over to the Allottees on 14th March 2023. Therefore, under Section 11(4)(g) of the RERA Act, the Promoters are obligated to pay all outgoings, including maintenance charges, until physical possession is transferred to the Allottees. So, we are of the opinion that the Respondents' demand of maintenance charges, be paid by the Allottees from



the date of offer of possession till 14th March 2023 contravenes Section 11(4)(g) of RERA Act, 2016. Therefore, the demand raised by the Respondents seeking maintenance charges cannot be sustained.

33. For the foregoing reasons, we are of the considered opinion that the impugned order warrants interference in the captioned appeal. It is worthy to note that the Allottees have challenged the impugned order primarily on the grounds of denial of interest on delayed possession from the agreed date of possession as per the agreement for sale. For the reasons recorded hereinabove, we do not find any merit in the contentions advanced on behalf of the Respondents/Promoters, therefore, the impugned order deserves to be modified to the extent indicated herein below. Accordingly, we answer Point Nos. 1, 2 and 3. Consequently, we proceed to pass the following order.

ORDER

1. Appeal No. AT006000000063805 of 2022 is partly allowed.
2. The impugned order dated 14th March 2022 is modified as under:

- (a) The Respondents/ Promoters are directed to pay interest to Appellants/Allottees on the consideration amount paid, from 1st August 2020 to 14th March 2023,



as per State Bank of India's Highest Marginal Cost Lending Rate (MCLR) +2% simple interest.

(b) The Respondents/Promoters are directed to pay interest payable to Appellants/ Allottees within 30 days from the date of this order.

(c) The Respondents/Promoters are directed to pay cost of Rs.25000/- to Appellants.

3. Accordingly, the captioned appeal stands disposed of.

4. Copy of this order be communicated to the learned Authority and respective parties as per Section 44(4) of RERA Act, 2016.


(DR. RAJAGOPAL DEVARA)


(S. S. SHINDE, J)

V. K. Shople_