BEFORE THE MAHARASHTRA REAL ESTATE APPELLATE TRIBUNAL MUMBAI

Misc. Application No. 55 of 2022 (Temporary Injunction)
Appeal No. AT006000000053435 of 2022
IN
Complaint No. CC006000000195949

1. Vikram Kapoor]
Residing at A-2406, Lodha Casa Ultima,]
Off Pokharan Road no.2, Majiwada,]
Thane (W) - 400601.] ... Appellant

::Versus::

1. M/s. Man Realty Limited]
Having its office at 101, Man House,]
S. V. Road, Vile Parle (West)]
Mumbai - 400056.]

2. HDFC BANK Limited]
Having its office at Ramon House,]
H T Parekh Marg, 169 Backbay]
Reclamation, Churchgate,]
Mumbai 400020]

3. Purva Oak Private Limited]
Registered address at 130/2]
Ulsoor Road Bangalore - 56004] ... Respondents

Adv. Mr. Manish Gala for Appellant
Adv. Mr. Dharam Jumani for Respondent No.1

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Adv. Ms. Nisha Mehra for Respondent No. 2
Adv. Mr. Abir Patel a/w Adv. Mr. Kartik Joshi for Respondent No.3

CORAM : SHRI S. S. SHINDE J., CHAIRPERSON &
DR. RAJAGOPAL DEVARA, MEMBER (A)
RESERVED ON : 09TH JULY 2026
PRONOUNCED ON : 09TH OCTOBER 2026

(THROUGH VIDEO CONFERENCE)

JUDGMENT

[PER: DR. RAJAGOPAL DEVARA (A)]

1. Being aggrieved by the impugned order dated 02.09.2021 passed by the learned Chairperson, the Maharashtra Real Estate Regulatory Authority (for short "Authority"), in the Complaint No. CC006000000195949 filed by the Complainant/Appellant on the grounds enumerated in the memorandum of appeal.

2. For the sake of convenience, the Appellant, Mr. Vikram Kapoor, will hereinafter be referred to as "Allottee", Respondent Nos. 1 and 3, i.e. M/s. Man Realty Limited and Purva Oak Private Limited, respectively, will hereinafter be referred to as "Promoters", and Respondent No.2 will hereinafter be referred to as the "Bank".

3. The brief facts of the case culled out from the pleadings of the parties, the impugned order, and the material placed on record revealed that, the Appellant/Allottee has booked a 3BHK flat bearing No.1506 in "One Park Avenue - Avenue 1", situated at Patlipada,

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Ghodbunder Road, Thane. According to the Appellant/Allottee, Respondent No.1, i.e. 'Man Realty Limited' is the Promoter, with whom the Appellant entered into Agreement for Sale dated 01.02.2018 for a consideration amount of ₹1,97,00,000/- (Rupees One Crore Ninety-Seven Lakh Only). The Respondent No.2, i.e. 'HDFC Limited', being a Bank, the Appellant availed housing loan of ₹1,73,00,000/- (Rupees One Crore Seventy-Three Lakh Only) under the Subvention Scheme for purchase of the subject flat. The Appellant/Allottee, therefore, submitted that Respondent Nos. 1 and 2 are necessary parties to the present proceedings. As per the Agreement for Sale dated 01.02.2018, possession was to be handed over on or before 31.12.2021. The Appellant/Allottee stated that he had invested his hard-earned money in the said project, *inter alia*, relying upon the fact that the project was registered under RERA bearing Registration No. P51700013016.

4. Learned Advocate Mr. Manish Gala appearing for the Appellant/Allottee submitted that the Allottee had initially paid a booking amount of ₹1,00,000/- (Rupees One Lakh Only), followed by payment of 5% of the consideration amount, along with stamp duty and registration charges of ₹14,10,604/-. The Allottee submitted that, he had availed a housing loan of ₹1,73,00,000/- (Rupees One Crore Seventy-Three Lakh Only) from Respondent No.2, i.e. HDFC Bank Limited under the Subvention Scheme and in that connection,

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executed a Tripartite Agreement dated 27.01.2018. According to the Allottee, under the said Tripartite Agreement, Respondent No.1 had agreed to service the interest payable to Respondent No.2 till handing over possession of the subject flat.

5. Learned Advocate appearing for the Appellant/Allottee further submitted that the project completion was delayed and Respondent No.1 failed to communicate the delay or the status of the project construction to the Appellant. It is submitted that Respondent No.1 was under obligation to keep the Allottees informed regarding the status of the project and stage-wise progress of construction, however, the Respondents/Promoters failed to discharge the said obligation. The learned Advocate further submitted that Respondent No.1 made an application seeking extension of the project registration on the ground of *force majeure* and the registration was extended till June 2023. The Appellant contended that, under Section 6 of the Real Estate (Regulation and Development) Act, 2016 (for short, RERA Act), the Authority could extend the registration only for a period not exceeding one year and therefore, the extension granted for eighteen months was contrary to the provisions of the RERA Act, 2016.

6. It is the case of the Appellant/Allottee that on 09.02.2021, the Appellant/Allottee received a communication from Respondent No.2, i.e., HDFC Bank Limited, informing that an EMI of ₹95,319/- (Rupees

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Ninety-Five Thousand Three Hundred Nineteen Only) would be deducted from his account. Thereafter, upon approaching the Respondent No.1, the Appellant/Allottee came to know that the project was delayed. According to the Appellant/Allottee, although Respondent No.1 had agreed to bear the interest till handing over of possession, it subsequently denied to do so, and the Appellant/Allottee was consequently required to service the EMIs from his own funds. Learned Advocate for the Appellant/Allottee submitted that, in view of Section 18 of the RERA Act, 2016, in the event of delay in handing over of possession the Respondent No.1, as 'Promoter' of the said real estate project, is liable to pay interest in accordance with law till possession is handed over, or if the Allottee elects to withdraw from the project, to refund the amount received along with interest. It is submitted that the Appellant had duly complied with his obligations as an 'Allottee' by making payments as and when demanded by the Respondents/Promoters.

7. Learned Advocate appearing for the Appellant/Allottee further submitted that, as Respondent No.1 failed to service the interest as agreed under the Subvention Scheme, the Appellant filed Complaint No.CC006000000195949 before the learned Authority. During the proceedings, the parties were directed to explore possibility of settlement. Accordingly, Respondent No.1 offered two options, that

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Respondent No.1 would bear the interest payment only till up to 31.12.2021, or alternatively, Respondent No.1 would bear 50% of the EMI till handing over possession of the subject flat. It is submitted that the Appellant/Allottee was not agreeable to either of the said options. It is further submitted that Respondent No.1 thereafter informed the Appellant/Allottee regarding the status of construction and the proposed increase in the number of floors. The Appellant/Allottee suggested cancellation of the Agreement for Sale upon refund of the amounts paid him and Respondent No.2. However, the said proposal was rejected by Respondent No.1 and the settlement could not be reached.

8. Learned Advocate appearing for the Appellant/Allottee further submitted that after completion of pleadings and hearing, the Authority, by its order dated 02.09.2021, dismissed the complaint on the ground that it was premature. It is submitted that by that time, the Appellant had already paid EMIs from his own funds and Respondent No.1 was liable to reimburse the said amount already paid as well as the future EMIs till handing over possession of the subject flat. It is further submitted that the Authority erred in considering the complaint as premature and erred in accepting the extension granted to Respondent No.1, though according to the Appellant, Section 6 of the RERA Act permitted extension only for a period of one year. Being aggrieved by

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the impugned order dated 02.09.2021, the Appellant had preferred the present Appeal.

9. In support of the aforesaid contentions, Advocate Mr. Manish Gala appearing for the Appellant/Allottee placed reliance on the following judgments:

i. *The Bombay Dyeing & Manufacturing Company Limited Vs. Ashok Narang and Anr.,* [Second Appeal (ST) No. 4996 of 2020 with connected matters], decided by the Hon'ble Bombay High Court.

ii. *Nipa Seth & Anr. vs. Macrotech Developers Limited* [Appeal No.AT006000000041990 of 2020], passed on 07.04.2022 by the Maharashtra Real Estate Appellate Tribunal, Mumbai.

iii. *Ms. Mugdha Sahal vs. M/s. Wadhwa Residency Private Limited,* [Appeal No. AT006000000011100 of 2019], decided on 22.04.2022 by the Maharashtra Real Estate Appellate Tribunal, Mumbai.

iv. *Kunal Kumbhat & Anr. Vs. Krishna Developers Pvt. Ltd.,* [Appeal No. AT006000000133980], decided on 14.06.2023 by the Maharashtra Real Estate Appellate Tribunal, Mumbai.

v. *Mr. Sabhajit Ramyash Yadav & Anr. Vs. M/s. Era Realtors Pvt. Ltd.* [Appeal No. AT006000000053259], decided on 06.02.2023 by the Maharashtra Real Estate Appellate Tribunal, Mumbai.

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vi. *Yugal Chelani and Divyaatha Chelani Vs. K D Lite Developers Pvt. Ltd.* [Complaint No.CC006000000192128], decided on 05.02.2021 by the Maharashtra Real Estate Regulatory Authority, Mumbai.

vii. *Himanshu Singh & Ors. vs. Union of India & Ors.,* [SLP (C) No. 7649 of 2023], decided by the Hon'ble Supreme Court of India.

viii. *Hemal Pradip Mehta & Anr. vs Ekta Parksville Homes Pvt. Ltd. & Anr.* [Appeal No. AT006000000063844], decided on 17.02.2025 by the Maharashtra Real Estate Appellate Tribunal, Mumbai.

ix. *National Insurance Company Limited vs. Pranay Sethi & Ors.*, [SLP(Civil) No.25590 of 2014], decided on 31.10.2017 by the Hon'ble Supreme Court of India.

10. *Per contra*, Learned Advocate Mr. Dharam Jumani, appearing for the Respondent No. 1, submitted that the complaint was not maintainable either on facts or in law and was devoid of merit. It was submitted that the complaint was premature and that no cause of action had accrued in favour of Appellant/Allottee on the date on which the complaint was filed. Hence, according to Respondent No.1, the Authority rightly dismissed the complaint, and no interference is warranted by this Tribunal. It is submitted that the Respondent No.2 was not impleaded in the original Complaint No. CC006000000195949 and without seeking appropriate permission for its impleadment at the

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appellate stage, the Respondent No.2 could not have been impleaded as a party in the present Appeal. It is further submitted that the prayers made in the complaint were contradictory and inconsistent to each other and the relief sought could not have been granted. It is further submitted that the revised completion date of the project is 31.12.2024 and the settled law in *Neelkamal Realtors Suburban Pvt. Ltd. & Anr. Vs. Union of India & Ors.,* [Writ Petition No. 2737 of 2017], decided on 06.12.2017, passed by the Hon'ble Bombay High Court, contends that the obligation of the Promoter under Section 18 of the RERA Act, 2016 would arise only upon the expiry of the applicable date of completion.

11. Learned Advocate appearing for Respondent No.1 further submitted that Respondent No.1 is the Promoter of residential project known as "One Park Avenue" registered under RERA. The Appellant/Allottee agreed to purchase subject flat along with one car parking space for total consideration of ₹1,97,00,000/- (Rupees One Crore Ninety-Seven Lakh Only) under the Agreement for Sale, which was registered and executed on 01.02.2018. It is further submitted that the extended date of completion of the project is stated to be 31.12.2024. According to Respondent No.1, there has been no violation or contravention of any provision of the RERA Act on its part. It is submitted that Section 31 of the RERA Act, 2016 contemplates a complaint by an aggrieved person in respect of violation or

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contravention of the provisions of the Act or Rules and Regulations made thereunder. According to Respondent No.1, Section 31 operates within the framework of the RERA Act and, in the absence of any violation thereof, the Authority could not have granted reliefs claimed by the Appellant/Allottee. It is further submitted that the Appellant filed the complaint seeking refund under Section 18 of the RERA Act, 2016 and also sought to stay in the project and both the prayers are inconsistent with each other. It is submitted that under Section 18 of the RERA Act 2016, if the promoter fails to complete or is unable to give possession in accordance with the terms of the Agreement for Sale, the allottee who wishes to withdraw from the project and an Allottee who intends to continue with the project are distinguished. According to Respondent No.1, where the Allottee withdraws from the project, he is entitled to refund with interest, whereas in case the Allottee does not wish to withdraw, he is entitled to interest for every month of delay till possession is handed over.

12. Learned Advocate appearing for Respondent No.1 further submitted that the complaint was filed before the contractual date of possession and, therefore, the Authority has rightly dismissed it as premature. It is submitted that the project has been registered with the completion date of 30.12.2024, in accordance with the applicable provisions and circulars issued by the Authority. Respondent No.1

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further relied on Circular Nos.13/2020 dated 02.04.2020, 14/2020 dated 18.05.2020, and 21/2021 dated 06.08.2021 issued by MahaRERA extending the project timelines on account of the COVID-19 pandemic and the consequent hardship faced by the real estate sector. It is submitted that the delays, if any, were due to *force majeure* events beyond the control of Respondent No.1 and the parties have agreed that the Promoter would not be liable for such delay. According to Respondent No.1, once the Authority dismissed the complaint as premature, the Appellant's remedy was to approach the Authority after accrual of the cause of action. It is therefore concluded that the impugned order is reasoned, valid and does not warrant interference.

13. It is the case of Respondent No.1 that the submissions regarding waiver and acquiescence are made on the assumption, whilst denying, that Respondent No.1 has committed any breach of the RERA Act or otherwise. According to Respondent No.1, the project completion date was extended by the Authority on account of the COVID-19 pandemic, and the extension was duly communicated to the Appellant. Despite being aware thereof, the Appellant/Allottee did not challenge the extension or seek enforcement of any alleged right under Section 18 of the RERA Act, 2016. It is therefore submitted that the Appellant/Allottee had waived or acquiesced in extended timeline.

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Respondent No.1 further submitted that even after the alleged date of possession, i.e. 30.12.2021, the Appellant/Allottee continued to make part payments, without protest and thereby acquiesced in continuation of the project. It is therefore submitted that the Appellant/Allottee is not entitled to claim relief on the basis of alleged breach of original timeline of completion of the project.

14. Learned Advocate appearing for Respondent No.1 further submitted that there was, in fact, no delay attributable to Respondent No.1. According to it, Clause 10 of the Agreement for Sale dated 01.02.2018, stipulated 30.12.2021 as the date of handing over of possession, subject to *force majeure* events and mitigating circumstances beyond the control of Respondent No.1. It is further submitted that under the said clause, Respondent No.1 was entitled to an extension of possession date where delay occurred on account of *force majeure* events and other circumstances beyond its control. It is further submitted that the project completion date was extended by the Authority till 30.12.2024 on account of the COVID-19 pandemic, exodus of migrant labourers and disruption in supply of materials and equipment due to lockdown restrictions. It is further submitted that Respondent No.1 had addressed a communication dated 30.10.2020 to MahaRERA explaining the circumstances and seeking extension of registration period. According to Respondent No.1, these

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circumstances fall within the *force majeure* clause contained in Clause 10 of the Agreement for Sale. It is therefore submitted that the delay cannot be attributed to Respondent No.1.

15. Learned Advocate appearing for Respondent No.1 further submitted that the COVID-19 pandemic, other mitigating circumstances and unforeseen events were beyond its control and ought to be considered under Clause 10 of the Agreement for Sale affecting the timely completion of project. It is further submitted that the possession date was subject to reasonable extension specifically provided under Clause 10 of the Agreement for Sale. According to Respondent No.1, the project completion date was extended by the Authority on account of COVID-19 pandemic and the same was duly communicated to the Appellant/Allottee. Despite being aware thereof, the Appellant/Allottee did not object or challenge the extension or sought enforcement of any alleged right under Section 18 of the RERA Act, 2016. It is, therefore, submitted that the Appellant/Allottee had waived and acquiesced in the extended timeline. It is further submitted that even after the alleged date of possession, the Appellant/Allottee continued to make part payments as per the schedule, without protest, thereby acquiescing in continuation of the project. Therefore, it is contended that Appellant/Allottee is not entitled to claim relief on the basis of alleged breach of the original date of possession.

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16. In support of the aforesaid contentions, Advocate Mr. Dharam Jumani appearing for the Respondent No.1/Promoter placed reliance on the following judgments:

i. *Neelkamal Realtors Suburban Pvt. Ltd. and Anr. vs. Union of India and Ors* [supra]

ii. *Grasim Industries Ltd. & Anr. v. Agarwal Steel,* [(2010) 1 SCC 83], decided on 20.10.2009 by the Hon'ble Supreme Court of India.

iii. *Rajasthan State Industrial Development And Investment Corporation & Anr. Vs. Diamond & Gem Development Corporation Ltd. & Anr.* [(2013) 5 SCC 470], decided on 12 February 2013 by the Hon'ble Supreme Court of India.

iv. *Pavel Garg Vs. Krrish Reality Nirman Pvt. Ltd.* [Consumer Case No.1861 of 2016], decided on 07.12.2016 by the National Consumer Disputes Redressal Commission New Delhi.

v. *Mahinder Singh Garewal Vs. Conscient Infrastructure Pvt. Ltd. and Ors* [First Appeal No. 537 of 2017], decided on 29.03.2019 by the National Consumer Disputes Redressal Commission New Delhi.

vi. *Rama Kt. Barman (Died) Thr. Lrs Vs. Md. Mahim All and Others* [2024 SCC OnLine SC 4083], decided on 21.08.2024 by the Hon'ble Supreme Court of India.

vii. *Chavalier I.I. Iyyappan and Ors. Vs. The Dharmodayam Company* [Civil Appeal No.565 of 1960], decided on 27.03.1962 by the Hon'ble Supreme Court of India.

viii. *Yogendra Pratap Singh Vs. Savitri Pandey and Another* [(2014) 10 SCC 713], decided on 19.09.2014 by the Hon'ble Supreme Court of India.

17. On the other hand, learned Advocate Ms. Nisha Mehra appearing for Respondent No.2 submitted that, without prejudice to its rights and contentions, written submissions are filed on behalf of HDFC Bank Limited. It is submitted that it ought not to have been impleaded in

the present appeal as it is a financial institution and does not fall within the jurisdiction of this Tribunal in the circumstances of the present case. She placed reliance on *Union Bank of India Vs. Rajasthan Real Estate Regulatory Authority & Ors.*, [SLP (C) Nos. 1861–1871 of 2022], decided on 14.02.2022, wherein the Hon'ble Supreme Court held that the Authority under the RERA Act, 2016, has jurisdiction to entertain a complaint against a bank acting as a secured creditor only when the bank has taken recourse to Section 13(4) of the Securitisation and Reconstruction of Financial Assets and Enforcement of Securities Interest Act, 2002 (for short, SARFAESI Act). Learned Advocate further submitted that Respondent No.2 has not invoked the provisions of the SARFAESI Act and, therefore, it is not amenable to the jurisdiction of MahaRERA.

18. Learned Advocate appearing for Respondent No.2 further submitted that the Appellant/Allottee has suppressed material facts from this Tribunal and is seeking relief against Respondent No.2 for the first time in the Appeal. It is further submitted that the Tribunal has no jurisdiction to set aside, vary or modify a registered mortgage or charge created in favour of the bank or financial institution, nor can it adjudicate upon issues relating to fraud or validity of mortgage, which fall within the jurisdiction of the competent Civil Court or the Debt Recovery Tribunal.

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19. Learned Advocate appearing for Respondent No.2 further submitted that it is a licensed bank amenable to the jurisdiction of the Reserve Bank of India (RBI). It is submitted that Respondent No.1 is the developer from whom the Appellant/Allottee purchased the subject flat for a consideration of ₹1,97,00,000/- (Rupees One Crore Ninety-Seven Lakh Only) and availed a loan of ₹1,73,00,000/- (Rupees One Crore Seventy-Three Lakh Only) from Respondent No.2. It is further submitted that the Appellant/Allottee had filed Complaint No. CC006000000195949 only against Respondent No.1 before MahaRERA and Respondent No.2 was never a party to the original complaint.

20. Learned Advocate appearing for Respondent No.2 further submitted that, in the original complaint, the Appellant/Allottee sought rescission of the Agreement for Sale dated 01.02.2018 and refund of the amount paid together with stamp duty, GST, registration charges and interest amount for alleged delay in possession. It is submitted that the Authority, by its order dated 02.09.2021, dismissed the complaint and rejected the prayer for refund under Section 18 of the RERA Act on the ground that the complaint was premature since the agreed date of possession had not expired when the complaint was filed.

21. Learned Advocate appearing for Respondent No.2 further submitted that the Appellant/Allottee availed a housing loan in the year

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2018 under Loan Account No.629921255. The loan was sanctioned for ₹1,73,00,000/- (Rupees One Crore Seventy-Three Lakh Only) at variable rate of interest for the tenure of 240 months. In this regard, the Appellant executed a Loan Agreement dated 16.02.2018, Demand Promissory Note dated 16.02.2018, Tripartite Agreement dated 27.01.2018 and Memorandum of Deposit dated 01.03.2018 along with other necessary documents relating to the loan transaction and disbursement.

22. Learned Advocate appearing for Respondent No.2 further submitted that the Appellant had deposited the title documents pertaining to the subject flat with Respondent No.2 with the intention of creating an equitable mortgage as security for repayment of the said housing loan. It is submitted that the Loan Agreement, Demand Promissory Note and Memorandum of Deposit evidence the creation of mortgage which continues to remain valid, subsisting and available for enforcement in accordance with law.

23. Learned Advocate appearing for Respondent No.2 relied upon the judgment of the Hon'ble Supreme Court in *Bikram Chatterji & Ors. vs. Union of India & Ors.,* [(2019) 19 SCC 161] and submitted that the Authorities constituted under the RERA Act can entertain a complaint against a bank as a secured creditor only in the circumstances contemplated therein particularly where the bank has taken recourse

to Section 13(4) of the SARFAESI Act. It is submitted that Respondent No.2 had objected to its impleadment and had filed a Miscellaneous Application seeking deletion of its name from the array of Respondents on the ground that it was not a party to the original complaint. According to Respondent No.2, it was impleaded for the first time at the appellate stage without obtaining leave or permission of this Tribunal.

24. Learned Advocate further submitted that Respondent No.2 is neither a necessary nor a proper party to the present proceedings. According to her, the issue essentially concerns the alleged delay in possession and the Appellant/Allottee's claim for refund under Section 18 of the RERA Act and whereas no relief was claimed against Respondent No.2 in the original complaint filed before the Authority. It is further submitted that the reliefs sought against Respondent No.2 including direction to maintain status quo and restrain recovery of EMIs, are new reliefs and cannot be introduced for the first time at the appellate stage. It is, therefore, contended that the impleadment of Respondent No.2 amounts to misjoinder of parties as contemplated under the provisions of the Code of Civil Procedure, 1908.

25. Learned Advocate further relied upon the order passed by this Tribunal in Miscellaneous Application No.670 of 2021 in Appeal No.AT006000000053259 arising out of Complaint

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No.CC00600000017194, whereby the name of the financial institution was deleted from the array of Respondents on the ground that it was neither a necessary nor a proper party. It is further submitted that the preliminary objection regarding maintainability of proceedings against a bank or financial institution under Section 31 of the RERA Act, 2016 is therefore well settled. Learned Advocate further submitted that any obstruction in enforcement of securities by financial institutions is contrary to the scheme of the SARFAESI Act, 2002. Reliance is also placed on Section 26E of the SARFAESI Act, 2002 in support of submission regarding priority of secured creditors.

26. Learned Advocate further submitted that the Appellant/Allottee had voluntarily applied for the housing loan, executed the Home Loan Agreement and Tripartite Agreement after opting for the Subvention Scheme. According to the Respondent No.2, under the said scheme, the Developer had agreed to service the pre-EMI interest for the specific period. However, the liability of the borrower towards the financial institution continued as per the Loan Agreement. It is submitted that in the event of default by Respondent No.1, the Appellant/Allottee continues to remain liable to discharge his obligation towards the bank/financial institution. It is further submitted that the loan amount was disbursed to the Promoter in accordance with the stages of construction and the Appellant was required to make his

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initial contribution. Therefore, the equitable mortgage created by the deposit of title deeds continues to remain valid and enforceable. As per the Tripartite Agreement dated 27.01.2018, the Appellant/Allottee agreed that irrespective of the date of possession, liability to repay the loan and EMIs would continue in accordance with the Loan Agreement, and if either the borrower or the builder failed to pay, the other remained liable to make payment to the financial institution. It is, therefore, submitted that the financial liability of the Appellant/Allottee towards Respondent No.2 is distinct from the contractual dispute between the Appellant and Respondent No.1.

27. Learned Advocate further submitted that, along with the present appeal, the Appellant preferred Miscellaneous Application No.55 of 2022 seeking temporary injunction against Respondent No.2 from recovering EMIs and seeking directions against Respondent No.1 to make payment of the EMIs. By order dated 20.04.2023, this Tribunal considering the peculiar circumstances of the case, directed Respondent No.2 to recover the pre-EMI amount directly from Respondent No.1 till disposal of Miscellaneous Application No.55 of 2022. According to Respondent No.2, Respondent No.1 failed to comply with the said direction in the order, despite reminders, Respondent No.2 was constrained to initiate execution proceedings for enforcement thereof.

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28. Learned Advocate further submitted that when Miscellaneous Application No.437 of 2022 was heard on 06.04.2023, the said application was kept in abeyance and Respondent No.2 was directed to file its reply to the injunction application. Thereafter, while deciding the interim application on 20.04.2023, this Tribunal considering the Tripartite Agreement dated 27.01.2018 under which Respondent No.1 had agreed to service the interest on the housing loan till date of possession, i.e. 31.12.2021. It is submitted that the obligation of the Appellant/Allottee to repay the loan is independent of any dispute between the Appellant and Respondent No.1. The Tripartite Agreement concerning repayment of loan and payment of pre-EMI interest clearly underlined the obligations of Appellant/Allottee and Respondent No.1. It is further submitted that, being a financial institution dealing with public funds, Respondent No. 2's rights are not to be affected in proceedings to which it was not a party. As it would seriously prejudice the rights of Respondent No.2, it is submitted that, in view of the aforesaid, the present appeal deserves to be dismissed against Respondent No.2.

29. *Per contra*, learned Advocate Mr. Abir Patel appearing for the Respondent No.3, in his Affidavit-in-Reply, submitted that the Respondent No.3 has been impleaded in the present appeal pursuant to the Tribunal's order dated 03.02.2025. Respondent No.3 was not a

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party before the Authority and was introduced for the first time at the appellate stage in the dispute between the Appellant and Respondent Nos.1 and 2. It is, therefore, submitted that Respondent No.3 has been deprived of one stage of adjudication. It is further submitted that Respondent No.3 took over the subject project pursuant to the proceedings under the Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 under a Sale Certificate dated 07.06.2024 and was thereafter permitted by the Authority to be added as the Promoter of the project.

30. It is the case of the Respondent No.3 that as per clause 3(a)(vi) of the Project Management Agreement dated 12.07.2024 executed between Respondent Nos.1 and 3, Respondent No.1 alone is responsible for the claims of those Allottees who had not consented to the change in the plans of the project. According to Respondent No.3, the Appellant is one such Allottee and, therefore, the claims of the Appellant are required to be dealt with by Respondent No.1. It is further submitted that Section 15 of the RERA Act, 2016 would require an incoming Promoter to fulfil the obligations of the outgoing Promoter under the Agreement for Sale but would not make the incoming promoter liable for personal injuries allegedly caused by the outgoing promoter. Adv. Mr. Abir Patel further submitted that Section 15 of the RERA Act, 2016 applies to voluntary transfer of a project and not to a

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distressed transfer pursuant to the securitisation action by a lender. It is further submitted that the entire transaction relating to the subject flat was between the Appellant and Respondent No.1, and Respondent No.3 had no interactions with the Appellant before taking over the project in June 2024.

31. Learned Advocate appearing for the Respondent No.3 further submitted that none of the parties has produced any document demonstrating transfer of the liabilities of Respondent No.1 to Respondent No.3. It is submitted that the Appellant has failed to establish any cause of action against Respondent No.3, particularly when the alleged injury was caused by Respondent No.1. It is further submitted that no payment was made by the Appellant to Respondent No.3 and, therefore, Respondent No.3 cannot be directed to refund any amount. According to Respondent No.3, there is no privity of contract between the Appellant and Respondent No.3, and a person who is a stranger to a contract cannot be bound by the terms of such contract. It is further submitted that under Section 31 of the RERA Act, 2016, a complaint against a Promoter can be maintained only when there is a violation of the Act, Rules and Regulations thereof and no such violation by Respondent No.3 has been established.

32. Learned Advocate appearing for the Respondent No.3 further submitted that Respondent No.3 was not aware of the disputes

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between the Appellant and Respondent Nos.1 and 2 and that the Appellant has not produced a copy of the original complaint or the Agreement for Sale. It is, therefore, submitted that Respondent No.3 cannot be directed to refund any amount merely because it has taken over the project. According to Respondent No.3, that one of the objects of the RERA Act is completion of the project and protection of the interests of the Allottees. The project had stalled and Respondent No.3 has taken over the project with the object of completing it and handing over the possession to all compliant allottees. It is submitted that if the liabilities arising out of the alleged breaches or omissions of the Respondent No.1 are shifted to Respondent No.3, the completion of the project would be adversely affected, thereby prejudicing the interests of around 170 Allottees. It is further submitted that the original complaint was dismissed as premature and the Appellant cannot improve his case in appeal. According to Respondent No.3, the appeal ought to be decided with reference to the circumstances existing on the date of filing of the original complaint before the Authority.

33. Learned Advocate appearing for the Respondent No.3 further submitted that the Appellant has sought the direction against Respondent No.3 to pay the pre-EMI amounts under the Tripartite Agreement dated 27.01.2018 executed between the Appellant and

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Respondent Nos.1 and 2. It is submitted that any liability of Respondent No.1 to service the pre-EMI interest was never disclosed to Respondent No.3 when it took over the project. Respondent No.3 was not a party to the financial arrangement between the Appellant and Respondent Nos.1 and 2 and, therefore, cannot be held liable for refund of any amount arising therefrom. It is further submitted that if invocation of Section 18 of the RERA Act, 2016 was premature, adjudication of the alleged delay for the first time at the appellate stage would cause prejudice to Respondent No.3. According to Respondent No.3, the Authority did not adjudicate the complaint on merits, and the Tribunal cannot conduct a fresh trial at the appellate stage.

34. Learned Advocate appearing for the Respondent No.3 further submitted that Respondent No.3 was not connected with the subject project in the year 2017 and was not a party to any agreement between the Appellant and Respondent Nos.1 and 2. The communications exchanged between Appellant and Respondent No.2 are also denied for want of knowledge. It is, therefore, submitted that no relief can be granted against Respondent No.3 and thus it deserves to be discharged from the array of Respondents.

35. In support of the aforesaid contentions, Advocate Mr. Abir Patel appearing for the Respondent No.3/Promoter placed reliance on the

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following judgments:

i. *Shivaji Balaram Haibatti Vs. Avinash Maruthi Pawar* [(2018) 11 SCC 652], decided on 20.11.2017 by the Hon'ble Supreme Court of India.

ii. *Institute of Chartered Accountants of India Vs L.K. Ratna and Ors.* [(1986) 4 SCC 537], decided on 21.10.1986 by the Hon'ble Supreme Court of India.

iii. *Daman Singh and Ors. Vs State of Punjab and Ors.* [(1985) 2 SCC 670], decided on 04.04.1985 by the Hon'ble Supreme Court of India.

iv. *Shiv Dayal Kapoor & Ors. Vs Union of India & Anr.* [AIR 1963 P&H 538], decided on 21.03.1963 by the Hon'ble Punjab and Haryana High Court.

v. *Sriganesh Chandrasekaran & Ors. Vs. M/s Unishire Homes LLP & Ors.* [2026 INSC 172], decided on 20.02.2026 by the Hon'ble Supreme Court of India.

vi. *Wahidul Hasan Vs. S D Corporation Private Limited* [Appeal No.AT06/00469/2025], decided on 12.11.2025 by the Maharashtra Real Estate Appellate Tribunal, Mumbai.

vii. *Vinay Singh Vs. Kapstone Constructions Pvt. Ltd* [Appeal No. AT006000000010870], decided on 10.08.2022 by the Maharashtra Real Estate Appellate Tribunal, Mumbai.

36. We have heard learned Advocate Mr. Manish Gala, appearing for the Appellant/Allottee and learned Advocates Mr. Dharam Jumani,

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Ms. Nisha Mehra and Mr. Abir Patel, appearing for the Respondents. The submissions advanced by the learned Advocates appearing for the respective parties have reiterated to the complaint, Affidavit-in-Reply and written submissions.

37. After considering the submissions advanced by the learned Counsels appearing for the respective parties, the pleadings of the parties, impugned order, and material placed on record, the following points arise for our determination, and we have recorded our findings thereupon for the reasons to follow.

Sr. Nos.	Points	Findings
1.	Whether the Appellant/Allottee is entitled to the reliefs sought in the captioned Appeal?	In the affirmative
2.	Whether the impugned order dated 02.09.2021, passed by the learned Chairperson warrants interference in the captioned Appeal?	In the affirmative
3.	What Order?	As per final Order

R E A S O N S

38. On ensemble of the facts of the case, the pleadings and submissions made by the learned Advocates appearing for the respective parties and material placed on record, it is not in dispute that the Appellant/Allottee had purchased a flat in the project known

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as "One Park Avenue - Avenue 1", for a total consideration of ₹1,97,00,000/- (Rupees One Crore Ninety-Seven Lakh Only) and an Agreement for Sale dated 01.02.2018 was executed. As per the Agreement for Sale, possession of the subject flat was agreed to be handed over on or before 31.12.2021. The Appellant/Allottee, upon execution of the said Agreement for Sale, had availed housing loan from Respondent No.2/Bank, under a Subvention Scheme. In this context, a Tripartite Agreement dated 27.01.2018 was executed amongst the Appellant/Allottee, Respondent No. 1/Promoter and Respondent No.2/Bank, under which the Appellant/Allottee availed a housing loan of ₹1,73,00,000/- (Rupees One Crore Seventy-Three Lakh Only). Under the said Tripartite Agreement, Respondent No. 1 agreed to bear the interest on the housing loan until possession of the subject flat was handed over in accordance with the terms of Agreement for Sale.

39. The material on record indicates that the Appellant/Allottee, relying on the representation made by the Respondents/Promoters regarding the said real estate project and its registration with RERA decided to purchase the flat in the project 'One Park Avenue - Avenue 1'. It is pertinent to note that the project completion date recorded by the Authority was subsequently extended from time to time and the latest completion date reflected in the material on record is stated to

be 30.04.2027. Admittedly, the Appellant/Allottee received a notice dated 09.02.2021 from Respondent No.2/Bank intimating him that an EMI of ₹95,319/- would be deducted from his account. This development brought into focus the implications of continuing delay in completion of the project and uncertainty regarding the handing over possession of the subject flat. Aggrieved by delay and seeking to withdraw from the project, the Appellant/Allottee approached the Authority by filing complaint, seeking cancellation of the Agreement for Sale and refund of the consideration amount paid together with interest under Section 18 of RERA Act, 2016.

40. Learned Advocate Mr. Dharam Jumani, appearing for Respondent No.1, contended that the complaint filed by the Appellant/Allottee was premature, as there was no cause of action accrued on the date of complaint. He submitted that the Authority had, therefore, rightly dismissed the complaint and that no interference is warranted by this Tribunal in the present Appeal. According to him, the revised completion date of the project was 31.12.2024, whereas the latest completion date reflected in the records of the Authority was 30.04.2027. In support of his submissions, learned Advocate relied upon the judgment of the Hon'ble Bombay High Court in *Neelkamal Realtors Suburban Pvt. Ltd. & Anr. Vs. Union of India & Ors.,* [Writ Petition No. 2737 of 2017] and contended that the right to seek relief

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under Section 18 of RERA Act, 2016 would arise only upon expiry of the applicable date of completion.

41. We do not concur with the aforesaid contention. It is worthy noting that the said project is still incomplete and possession of the subject flat, as per the terms of Agreement for Sale yet to be handed over to the Appellant/Allottee. It is pertinent to note that the Allottee paid consideration amount, after availing housing loan, timely as per the terms of payment agreed in the Agreement for Sale dated 01.02.2018. The judgment of the Hon'ble Supreme Court in the case of *M/s Newtech Promoters and Developers Pvt. Ltd. vs. State of UP & Anr.* [Civil Appeal No(s). 6745-6749 of 2021(Arising out SLP(Civil) No(s). 3711-3715 of 2021], decided on 11th November 2021, particularly paragraphs 25 and 78, as well as the judgment of the Hon'ble Bombay High Court, in *Neelkamal Realtors Suburban Pvt. Ltd. and Anr. vs. Union of India and Ors.* [Writ Petition No. 2737 of 2017], decided on 06.12.2017, particularly paragraphs 258 and 261 are relevant and related to the facts of the present case. The Hon'ble Supreme Court has held that the right conferred upon an Allottee, under Section 18 of the RERA Act 2016, is unqualified, unconditional, and absolute, regardless of unforeseen events, including stay orders of the Court/Tribunal, or any other reasons stated to be beyond the control of the Promoter. It was further submitted that there is no bar

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of limitation to seek right of an Allottee to claim interest under Section 18 of RERA Act, 2016. Therefore, the contention of the Respondent No.1/Promoter in the present appeal is devoid of merit.

42. The extension of the project completion date under RERA registration does not rewrite or alter the contractual obligations under the Agreement for Sale. In this context, the judgment of the Hon'ble Bombay High Court in *Neelkamal Realtors Suburban Pvt. Ltd. and Anr. Vs. Union of India & Ors.* (supra) in paragraph 256 of the judgment, *inter alia,* held as follows:

> *"256. Section 4(2)(1)(C) enables the promoter to revise the date of completion of project and hand over possession. The provisions of RERA, however, do not rewrite the clause of completion or handing over possession in agreement for sale. Section 4(2)(1)(C) enables the promoter to give fresh time line independent of the time period stipulated in the agreements for sale entered into between him and the allottees so that he is not visited with penal consequences laid down under RERA. In other words, by giving opportunity to the promoter to prescribe fresh time line under Section 4(2)(1)(C) he is not absolved of the liability under the agreement for sale".*

The Respondents/Promoters have failed to furnish any satisfactory explanation for the delay in obtaining Occupancy Certificate and in handing over possession of the subject flat on agreed date of possession. Extension of completion date on account of COVID-19 pandemic and alleged communication to the Appellant does not

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absolve the Respondents/Promoters, the statutory obligations towards the Appellant/Allottee. Delay attributable to failure in completion of the project cannot be shifted to the Appellant/Allottee. Therefore, Respondents/Promoters cannot escape statutory and contractual obligations by relying upon the extension of project registration period under RERA Act, 2016. Thus, the Appellant/Allottee is entitled to refund of the consideration amount together with interest under Section 18 (1)(b) of the RERA Act, 2016.

43. In the present case, the execution of Agreement for Sale dated 01.02.2018 and the Appellant/Allottee's availing of a housing loan under the Tripartite Agreement dated 27.01.2018 are not in dispute. The material placed on record establishes that the Respondents/Promoters undertook to complete the project and hand over possession in accordance with the agreed contractual terms. However, the project remained incomplete, and possession of the subject flat was not handed over within the stipulated period.

44. The main contention of Respondent No.1/Promoter is that the complaint was premature because it was instituted before the expiry of the contractual possession date. This contention must be examined with reference to the date of possession specified in the Agreement for Sale, and the date on which the complaint was instituted, and the

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relief sought therein. The subsequent extension of project completion date recorded with the Authority cannot be, treated as modification of agreed possession date. At the same time, we do appreciate that the mere receipt of the bank's notice dated 09.02.2021, cannot establish the cause of action for refund under Section 18 had accrued on that date. The main consideration is whether the contractual date of possession had expired when the complaint was instituted or whether any other legally sustainable basis for invoking Section 18 has arisen. It is worthy to note that the obligations arising from the Tripartite Agreement and Agreement for Sale must be seen wholly and not in isolation, as both are connected and related to each other. The Appellant/Allottee's grievance regarding the likely outgo of payment for interest must be considered in that context.

45. The learned Advocate appearing for Respondent No.1 further contended that the Appellant/Allottee had sought reliefs that were inconsistent with each other, in as much as he had sought cancellation of Agreement for Sale and refund of the amount paid while also seeking relief relating to the continuation in the project. We have perused the reliefs sought in the complaint and the appeal memo. The Appellant/Allottee has specifically sought cancellation of Agreement for Sale dated 01.02.2018 and refund of the amount along with interest. A perusal of the complaint shows that the Appellant/Allottee in his

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complaint sought relief as follows:

> *"a. Rescind or nullify the purchase agreement and refund the payments made by the Purchaser till date (along with Stamp Duty, GST and Registration charges), along with interest for the delay in possession of the apartment."*

Perusal of the appeal memo indicates that, the Appellant sought relief as follows:

> *"c. That the Ld. MahaRERA Appellate Tribunal may be pleased to call for records and proceedings of Complaint No. CC006000000195949 filed by the Appellant before the Ld. MahaRERA, Bandra and cancel the agreement for sale dated 1st February, 2018 and refund the amount paid by the Appellant along with interest;"*

The substance of these prayers indicates an intention to withdraw from the project rather than continue with the contractual arrangement.

46. In these circumstances, the relief of refund sought by the Appellant/Allottee must be considered in accordance with Section 18 (1) of the RERA Act, 2016, which reads as follows :

> *"18. Return of amount and compensation.—(1) If the promoter fails to complete or is unable to give possession of an apartment, plot or building,—*
> *(a) in accordance with the terms of the agreement for sale or, as the case may be, duly completed by the date specified therein; or*
> *(b) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under this Act or for any other reason,*
> *he shall be liable on demand to the allottees, in case the allottee wishes to withdraw from the project, without prejudice to any other remedy available, to return the amount received by him in respect of that apartment, plot, building, as the case may be, with interest at such rate as*

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may be prescribed in this behalf including compensation in the manner as provided under this Act:
Provided that where an allottee does not intend to withdraw from the project, he shall be paid, by the promoter, interest for every month of delay, till the handing over of the possession, at such rate as may be prescribed."

47. In the instant case, the material placed on record clearly establishes that the Agreement for Sale dated 01.02.2018 was executed between the Appellant/Allottee and Respondent No.1/Promoter, pursuant to which the Appellant/Allottee paid a part consideration amount of ₹1,85,99,612/-, together with taxes and stamp duty, registration charges and other charges. It is true that the Appellant/Allottee filed complaint before the expiry of agreed date of possession. However, the circumstances leading to the filing of complaint cannot be overlooked. The Appellant/Allottee was constrained to file complaint with the Authority on account of alleged failure of the Respondent No.3/Promoter to honour its obligations under the Agreement for Sale and consequential Tripartite Agreement executed to facilitate the housing loan from the HDFC Bank. The Tripartite Agreement was intended to facilitate the payment of consideration in accordance with the payment schedule as recorded in the Agreement for Sale. Thus, the execution of the Tripartite Agreement and arrangement for disbursement of housing loan must

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be considered in the context of the underlying contractual relationship between the Appellant/Allottee and the Respondent No.1/Promoter. Therefore, it is not in dispute that the Respondent No.1/Promoter failed to fulfil its contractual obligations under the aforesaid agreements.

48. We are of the view that the simple fact that the complaint was instituted before the expiry of the contractual date of possession cannot be the sole determinant of the Appellant's entitlement to relief in the present Appeal. An appeal is a continuation of original proceedings. This Tribunal, while adjudicating the dispute, may take into consideration subsequent events having a material bearing on the rights and obligations of the parties. In the present case, although the complaint was instituted before the stipulated date of possession i.e. 31.12.2021, the said date has subsequently expired during the pendency of the proceedings. The MahaRERA website indicates that the subject project completion was granted extension till 30.04.2027. If the Respondent No.1/Promoter has failed to handover possession even after expiry of the agreed date of possession, such subsequent development assumes relevance in determining the Appellant/Allottee's entitlement to relief under Section 18 of RERA Act, 2016. Therefore, the claim for refund cannot be rejected solely on the ground that the complaint was premature when instituted, without

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examining the later developments and subsisting failure of the Respondent No.3/Promoter to discharge its contractual obligations. The Appellant/Allottee's entitlement to refund would have to be determined on the basis of contractual terms of Agreement for Sale and the subsequent events established on record, in relation to Section 18 of RERA Act, 2016.

49. Learned Advocate Mr. Abir Patel, appearing for Respondent No.3/Promoter contended that no cause of action had arisen against Respondent No.3 as the Appellant/Allottee had neither entered into an agreement with Respondent No.3 nor made any payment to it. It was further submitted that Respondent No.3 was not associated with the project at the time of original transaction and therefore, could not be directed to refund the amount received by Respondent No.1. On these grounds Respondent No.3 sought deletion from the array of parties.

50. In the context of subsequent management of the project, Project Management Agreement dated 12.07.2024 executed by and between Respondent No.3, i.e. Purva Oak Private Limited and Respondent No.1, i.e. Man Realty Limited is critical to examine and relate to the issue. Clause 3(b)(v)(vi) of the said Project Management Agreement reads as under:

"3. OBLIGATIONS AND DUTIES OF PROJECT MANAGER
(b) Title of the said Property

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With an intent to retain the title of the said property clear and marketable

.....(v) The Project Manager shall at its cost and expenses pursue, contest and defend claims, demands, disputes, litigations for the reasons attributable to itself and keep the said Property and Project free from such claims, demands, disputes, litigations.

(vi) The Project Manager shall clear all dues, taxes, arrears etc. upto the date of handling over of lawful, quiet, vacant, peaceful, actual and physical possession of the said property to the Owner and if any dues, taxes, arrears etc. arise hereafter pertaining to the period prior to the Owner herein becoming Owner of the said Property then the same shall be borne and paid by the Project Manager alone."

51. The aforesaid clauses must be read in the context of nature and scope of Project Management Agreement and the obligations undertaken by the respective parties thereto. The above clauses establish that the Respondent No.3 assumed all statutory liabilities of the erstwhile Promoter towards the Allottees. In this regard, Section 15(2) of the RERA Act, 2016 specifically provides that, where a transfer or assignment, being permitted by the allottees and Authority under Sub-section(1) of Section 15, the intending promoter shall be required to independently comply with all the pending obligations under the provisions of this Act or the rules and obligations made thereunder, and the pending obligations as per the Agreement for Sale entered into by the erstwhile promoter with the allottees. As per the Project

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Management Agreement, the incumbent Promoter, by virtue of transfer, had assumed all ongoing legal and contractual obligations under the project.

52. We further observed that the transfer of subject project to Respondent No.3/Promoter is not just a contractual arrangement evidenced by the Project Management Agreement dated 12.07.2024, but is also approved by the order dated 13.08.2024, passed by the Maharashtra Real Estate Regulatory Authority under Section 15 of the RERA Act 2016, permitting such transfer. In view of the order dated 13.08.2024, the incumbent Promoter, i.e. Respondent No.3 shall independently comply with all pending obligations under the Act and Rules and Regulations made thereunder, as well as pending obligations arising from the Agreements for Sale executed by the erstwhile Promoter, i.e. Respondent No.1 with the Appellant/Allottee. Therefore, Respondent No.3 cannot disown responsibility for the subsisting statutory and contractual obligations towards the Appellant/Allottee, merely on the ground that the Agreement for Sale was executed by the erstwhile Promoter. Accordingly, Respondent No.3, following the Authority's order under Section 15 transferring the project, is bound to discharge pending obligations covered by Section 15(2), including the obligation arising from the Agreement for Sale executed with the present Appellant/Allottee.

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53. In the present case, the Respondents/Promoters have accepted part consideration amount, executed Agreement for Sale, however failed to hand over the possession of the subject flat on agreed date of possession. Therefore, contravened the provisions of RERA Act, 2016. It is not the case of the Respondents/Promoters that the Allottee in any way caused delay in handing over possession of the subject flat. Appellant/Allottee has paid consideration amount and in no way caused delay in handing over possession of the subject flat.

54. In view of the foregoing discussion, we are of the opinion that the Appellant/Allottee's claim for refund of part consideration amount, together with interest needs to be determined under Section 18(1)(a) of the RERA Act, 2016. The extension of project completion date by the Authority does not alter the contractual date of possession. Therefore, the impugned order warrants interference to that extent in the captioned Appeal. We, answer Point Nos. 1 and 2 accordingly. Consequently, we proceed to pass the following order.

ORDER

1. Appeal No.AT006000000053435 of 2022 is partly allowed.
2. The Respondent No.3/Promoter is directed to refund the part consideration amount of ₹1,85,99,612/- (Rupees One Crore Eighty-Five Lakh Ninety-Nine Thousand Six Hundred Twelve Only), minus the amount of ₹14,10,604/- (Rupees

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Fourteen Lakh Ten Thousand Six Hundred Four Only) paid towards taxes, to the Appellant/Allottee together with interest.

3. The Respondent No.3/Promoter is directed to pay interest from the respective dates of payment till final realization, at the highest rate of State Bank of India's Marginal Cost of Lending Rate (MCLR) plus 2% to the Appellant/Allottee within 30 (thirty) days from the date of this order, failing which the Respondent No.3/Promoter shall pay interest on the outstanding amount as on 09.11.2026 till the amounts are realized to the Appellant/Allottee.

4. Upon payment of the aforesaid mentioned amounts, the Respondent No.3/Promoter is directed to execute *Deed of Cancellation* within 45 (forty-five) days so as to enable the Appellant/Allottee to get refund of the stamp duty and other taxes paid to the government Authorities, failing which the Respondent No.3 shall pay to the Appellant/Allottee the said amount of ₹14,10,604/- paid by the Appellant/Allottee towards stamp duty and other government taxes within further period of one month.

5. The Respondent No.3/Promoter is directed to pay costs of ₹25,000/- (Rupees Twenty-Five Thousand Only) to the Appellant/Allottee.
6. Pending Miscellaneous Applications, if any, stand disposed of.
7. 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. Bhople_*

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