

**BEFORE THE MAHARASHTRA REAL ESTATE REGULATORY
AUTHORITY, MUMBAI**

1. Complaint No. CC006000000209681

Anupama Amresh Sharma

... Complainant/s

Versus

M/s Shriraam Pioneer Developers Pvt. Ltd.

(Erstwhile M/s. Ram Developers)

... Respondent/s

Along with

2. Complaint No. CC006000000375066

Manasi Manish Puri

Manish Mahendra Puri

... Complainant/s

Versus

Ram Developers,

Shri Mukesh Madhav Malve and Ors

... Respondent/s

Along with

3. Complaint No. CC006000000480023

Manasi Manish Puri

Manish Mahendra Puri

... Complainant/s

Versus

Ram Developers

Shri Mukesh Madhav Malve and Ors

... Respondent/s

MahaRERA Project Registration No. P51700008949

Coram: Shri. Mahesh Pathak, Hon'ble Member - I/MahaRERA.

None appeared for the complainant in sr. no. 1.

Ld. Adv. Mrinali Pandit for the complainants in sr. nos. 2 and 3.

Ld. Adv Rohan Mane appeared for the respondents.

ORDER

(Order pronounced on Monday, 30th December 2024)

(Matter reserved for order on 19th September 2024)

(Through Video Conferencing)

1. The complainants above named have filed these 3 separate online complaints before the MahaRERA on 15/01/2022 (Sr.no.1), on 01/04/2023 (Sr. no.2) and on 10/04/2024 (sr. no. 3) mainly seeking directions from MahaRERA, to the respondents, for possession along with interest and compensation, as mentioned in table below at para no. 5 as prescribed under the provisions of section 18 of the Real Estate (Regulation & Development) Act, 2016 (hereinafter referred to as 'RERA'), in respect of the booking of their respective flats (as **mentioned in the below table at para-no.5- hereinafter referred to as the aid flats**) in the respondent's registered project known as "PUSHPANJALI RESIDENCY PHASE III" bearing MahaRERA project **registration No. P51700008949**, located at **Thane**.
2. These complaints were clubbed together and heard by the MahaRERA on several occasions and the same were heard finally on 19/09/2024 as per the Standard Operating Procedure dated 12-06-2020 issued by the MahaRERA for hearing of complaints through Video Conferencing. Both the parties have been issued prior intimation of this hearing. On the said dates of hearings, both the parties have appeared as per their appearances recorded in the Roznamas and made their respective submissions. The MahaRERA heard the submissions of the parties as per their appearances and also perused the available records.
3. After hearing the argument of both parties, the following Roznama was recorded in these complaints-

On 19-09-2024 :

"Both the parties are present, except the complainant in the complaint at Sr. No. 1 (CC006000000209681). The respondent has filed its replies to these complaints. However, the complainant at Sr. No. 1 (CC006000000209681) despite repeated directions has neither uploaded a copy of the allotment letter and registered agreement for sale. Both these documents are disputed by the respondent, who has in fact filed a police complaint against the complainant claiming that the said documents are bogus. Be that as it may, the complainant at Sr. No. 1 is given one last chance to upload the copies of the allotment letter and agreement for sale in the complaint and file written arguments in the complaint within a period of one week i.e. by 26-09-2024. The respondent may file its written arguments within a further period of one week i.e. by 03-10-2024. The respondent has filed its reply to the complaints at Sr. No. 17 (CC006000000375066) and 19 (CC006000000480023). Therefore, the said complainants may file their rejoinder to the said reply of the respondent within a period of 2 weeks i.e. by 03-10-2024. Further 1 week's time i.e. by 10-10-2024 is granted to the respondent to file written arguments in the complaints. The arguments of both the parties have already been recorded in the previous hearings. The complainants have prayed for possession along with interest and compensation for delay as the date of possession mentioned in the agreement for sale was over (December 2021). The respondent has contended that it has applied for extension of the project to the MahaRERA and is likely to apply for OC soon to the planning authority. Accordingly, these matters are reserved for orders suitably after 03-10-2024 (in the complaint at Sr. No. 1-CC006000000209681) and after 10-10-2024 (in the complaints at Sr. Nos. 17 (CC006000000375066) and 19 (CC006000000480023) based on the arguments in the hearings as well as the reply, rejoinder and written arguments filed in these complaints."

4. Pursuant to the aforesaid directions issued by the MahaRERA, the

complainants at sr. nos. 2 and 3 have uploaded rejoinder on the record of MahaRERA on 03/10/2024. The same has been accepted and taken on record. The MahaRERA has perused the available record.

5. The complainants by filing these 3 separate online complaints have prayed for below mentioned reliefs. The information provided by them in their respective online complaints are as follows –

Complaint no. Flat Details Total Consideration Consideration Paid	Date of Afs Date of possession as per AFS / allotment	Relief
1 CC006000000209681 1201, Wing S4 Rs.46,50,000/- Entire (no payment receipts uploaded)	26-09-2014 (as per complaint) However copy of the same is not uploaded AFS not uploaded DOP - 31-12-2017 as per complaint	Handover the possession along with interest; compensation for deficit area; rent; compensation. Registration be revoked. Bank account be freeze; (as per amendment application dated 03-06- 2024)
2 CC006000000375066 902 on the 9 th floor Rs.21,11,080/- Rs.18,99,972/-	15-10-2019 On or before December 2021	Interest till handing over the possession. Interest on consideration paid; compensation and cost,
3 CC006000000480023 1002 on the 10th floor Rs.21,11,080/- Rs. 19,10,646/-	15-10-2019 On or before December 2021	

6. It is the case of the complainant at sr. no 1 that, based on the representation made by the respondent, she has purchased the said flat. The details of the said booking has been mentioned in the aforesaid table at para 5 above. She further

stated that she has paid the entire consideration towards the said flat. However, the respondent did not execute the agreement for sale and instead issued an allotment letter. Moreover, it has not deposited 70% of the amount paid by me in a separate account as contemplated under RERA. It has also indulged into unfair practise by executing an agreement other than the one prescribed. The respondent had induced her by allotting a flat having an area admeasuring 750 sq feet carpet in the year 2014 and on 25/9/2014 made her pay total flat cost. The respondent further amended the plan without obtaining her consent and also handed over the project to a third party without any consent of any of the flat purchasers. The complainant further stated that, after accepting the entire consideration in 2014, it had executed an agreement for sale in 2021 for area of 500 sq feet, although it had agreed to allot her area of 682 sq feet carpet. Hence, she has filed the present complaint.

7. It is the case of complainants at sr. nos. 2 & 3 that, based on the representation made by respondents, they purchased the said flats as per the details mentioned in the aforesaid table at para 5 above. They further stated that the respondent no. 1 is a partnership firm and the respondents nos. 2 to 5 are the partners of the respondent no. 1 firm. The respondent no. 6 is a partnership firm through its authorized partner. The respondents have assured to handover the possession of their flats within 48 months from the date of booking. Moreover, they have paid the substantial amounts towards the consideration of the said flats as per demand letters issued by the respondents. From the period 2010 to 2015, despite having paid more than 30% of the total consideration of the said flats and despite their repeated requests, the respondents did not initiate actions for execution and registration of the agreements for sale. Thereafter, RERA came into force and the respondents registered the said project with the MahaRERA by mentioning the proposed date of possession as December 2017 which was unilaterally extended by the

respondents. Thereafter, till the year 2017, they had already remitted more than 50% of the sale consideration to the respondents. The complainants time and again on several occasions requested the respondents to execute and register the agreements for sale. However, ultimately, on 15-10-2019, the registered agreements for sale executed between the parties have been executed. As per the said agreements, it had agreed to handover the possession of the said flats to them on or before December 2021. However, till date, the respondents have failed to handover the possession of the said flats to them. Since the construction of the said project was going on at snail's pace, through their advocate's notices dated 14-03-2022 and 30-05-2022 the complainants called upon the respondents to deliver the possession which the respondents have miserably failed to deliver till date. Furthermore, the complainants have been issued several demand notices by calling upon the interest for the delay. Furthermore, the respondents have unilaterally extended date of completion till 30-12-2022 on the MahaRERA website. Hence, they have filed these present complaints seeking reliefs as sought for in the same.

8. The respondent viz M/s Shriram Pioneer Developers Pvt. Ltd (earlier known as M/s. Ram Developers) is the partnership firm of the promoter and the other respondents (as mentioned in the complaints at sr. nos. 2 and 3) are the partners of the said firm of the respondent viz.M/s Shriram Pioneer Developers Pvt. Ltd. Hence, for the sake of brevity all the respondents (as mentioned in the cause title of these complaints) are hereinafter referred to as the 'respondent'.
9. The respondent in sr. no. 1 has filed its reply on record of MahaRERA on 28-04-2022, wherein, it has stated that the complainant has agreed to the terms and conditions mentioned in the said agreement for sale. Further, the area of the said flat is already specified on MahaRERA portal and in the said

agreement for sale. Moreover, the respondent had requested complainant to execute agreement on or before March, 2021 in order to avail the stamp duty concession granted by Government of Maharashtra. However, the complainant has failed to do so. Notably, the complainant's husband was having good relationship with registration department and convinced the respondent to let him complete the process of registration. Therefore, the respondent had handed over the executed document. Thereafter, the complainant has fraudulently altered, modified and forged the said agreement for sale. It has further stated that from the said agreement for sale, it is clear that the complainant illegally and fraudulently revised the date of agreement and deleted clause nos. 3.7 (I), 4.1 (a), 7.8 (a) and 7.9 which is specifically explained in the said reply of respondent. Therefore, it has prayed for dismissal of the said complaint.

10. The respondent in complaint at sr. no. 1 has uploaded its say on record of MahaRERA on 28/02/2024 which is mere repetition of the said reply. Additionally, it has stated that the complainant has acted as a money lender in the present transaction and for security purpose the complainant and respondent has executed the said agreement for sale.
11. The complainant at sr. no 1 has uploaded her rejoinder on record of MahaRERA on 01-06-2024, wherein she has denied each and every averment, contention made by the respondent in its reply. She has stated that in the year, 2014, execution of agreement was mandatory. However, the respondent did not execute any agreement for sale, instead issued an allotment letter that too after a month of having received total payment. When she asked for execution of agreement for sale, it instead sent the allotment letter saying that the agreement was given for printing and shall be executed soon. Hence, a FIR has been registered against the respondent and its partners and they have been

charged for cheating. The said case is pending before the Court of Judicial Magistrate. The complainant further denied the reply of the respondent in a para wise manner.

12. The respondent in sr. no. 1 has uploaded police complaint on record of MahaRERA on 25-06-2024.
13. The respondent in complaints at sr. nos. 2 and 3 has uploaded its say/written statements on record of MahaRERA on 25-06-2024 (sr. no. 2) and on 03/10/2024 (sr. no. 3). It has submitted that the complainants are the investors and booked the said flats for investment purpose. The respondent has submitted the reason for delay was due to adverse changes in the policies of the government i.e. fire norms and environmental regulations. Moreover, the revenue was not even sufficient to meet the construction cost. Furthermore, TMC had directed the respondents to carry out certain amendments in the building plan and directed respondent to provide double staircase in every building in the said project. The respondent was constrained to revise the building plans in accordance with the revised development control regulations of TMC. The provision of double staircase had resulted in increase in the total built up area and therefore permission from Ministry of Environment and Forest was required to be obtained for the said project. Thereafter, due to the covid-19 pandemic the construction activities got stalled for more than 1 year. Furthermore, it has submitted that it has completed the construction of building no. S1 in all respects and applied for occupancy certificate and is expecting the same on or before August 2024. It has further stated that it was agreed between it and the complainants that the complainants shall invest their funds in the said flats as per the construction stage and shall intimate it to sell the said flats to the nominee of the respondent or any other interesting buyer after a period of 4-5 years. Hence, the complainants had never raised

any claim or sent any demand letter and /or reminder letters for execution of the formal agreement for sale in respect of the said flats during the period between the year 2010 till execution of the said agreements for sale. Further, they never agreed to handover the possession of the said flats on or before June 2015. The respondent and complainants have mutually agreed that the said flats shall be handed over on or before December 2021 as per the agreements for sale. It was further agreed that it is entitled to moratorium period of 12 months hence the actual date of possession was December 2022. The MahaRERA has given the extension due to the covid-19 pandemic, hence the completion date was December 2023. Moreover, due to lockdown restrictions and labour issues the respondent could not complete the construction in a time bound manner. Therefore, the complaints filed by the complainants are premature and the same deserve to be dismissed. It has also denied that the complainants were forced to pay consideration and to execute agreement for sale. It was further agreed between the complainants and respondent that, in the event of failure on the part of the respondent to handover of the possession on or before the agreed date, the complainants shall grant grace period of 12 months, accordingly the possession date was extended till December 2023. Furthermore, the 2/3rd consent was taken for extension and accordingly 12 months extension was granted i.e. till December 2024. The respondent has admitted that it has received consideration amount Rs. 42,34,020/- against the said flats and it is in the process of obtaining occupancy certificate from Thane Municipal Corporation. Hence, it has prayed for dismissal of the said complaints.

14. The complainants at sr. nos. 2 and 3 have uploaded their rejoinder on 03-10-2024 on the record of MahaRERA, denying each and every averments made by the respondent in its written submission filed on record of MahaRERA. They further stated that, on perusal of the terms and conditions of the said

agreements for sale, it is explicitly clear that they have purchased the said flats and same is a sale transaction. The respondent cannot blame it for the increasing costs since it is the respondent who has derailed the completion of the entire project by not completing the same in a reasonable time and even as on date the said project is incomplete. Moreover, it is an obligation on the part of the respondent being a promoter, to ensure that the agreement for sale shall be signed with the purchaser upon acceptance of payment exceeding more than 10% or 20% of the total sale consideration in accordance with RERA or MOFA as the case may be. The respondent was in material breach of its statutory obligations for raising such demands and accepting payments beyond the prescribed statutory stipulated under RERA /MOFA. Hence, they have prayed to allow these complaints.

15. The MahaRERA has examined the rival submissions made by both the parties and also perused the available record. In the present case, the complainants who are claiming to be the allottees of the said project registered by the respondent, by filing these complaints under section 31 of the RERA, have approached the MahaRERA mainly seeking reliefs under section 18 of the RERA towards the possession of their flats along with interest and compensation on account of delay. The complainant at sr. no. 1 by virtue of an amendment application has additionally prayed for revocation of the said project registration granted in favour of the respondent and also for compensation and rent on account of the delay in handing over possession of the said flat to her and also for compensation for deficit area in the said flat, freezing of the bank account of the respondent etc.
16. The complainants have raised such claims by virtue of the allotment letter 26-09-2014 (in sr. no.1 however, copy of the same is not uploaded) /registered agreements for sale dated 15-10-2019 (in sr. nos. 2 and 3). The complainants

have contended that as per the said allotment letter/ agreements for sale, the respondent has agreed to handover possession of the said flats to them on or before 31-12-2017 (sr. no. 1) and on 31-12-2021 (sr. nos. 2 and 3). However, the respondent has failed to handover possession of the said flats to them as per the said allotment letter/ agreements for sale. Hence, they prayed to allow these complaints.

17. In the complaint at sr. no. 1, it is pertinent to note that the said complainant despite specific direction being issued by the MahaRERA has failed to upload the copy of the allotment letter dated 26-09-2014/ agreement for sale on record of MahaRERA. Furthermore, although in the said complaint, the complainant has mentioned the date of allotment letter as 26-09-2014 however, while uploading the copy of the allotment letter on record of MahaRERA on 3-06-2024, she has uploaded the demand letter dated 24-06-2017 issued by the respondent. However, the said complainant has failed to explain the as to why the copy of the said allotment letter dated 26-09-2014 as well as the agreement for sale have not been uploaded on record of MahaRERA, despite specific directions being to her.
18. Be that as it may, as far as the complaint at sr. no. 1, the respondent promoter has disputed the said allotment letter as well as the agreement for sale (copy of which is not submitted on record of MahaRERA) being forged documents. To support its claim, it has submitted the copy of police complaint filed before the Kasarwadwali Police Station at Thane on 2-10-2021. Hence, it has prayed for dismissal of the said complaint at sr. no. 1.
19. As far as the complaints at sr. nos. 2 and 3, the respondent although has not denied the execution of the said agreements for sale dated 15-10-2019 signed with the said complainants and also the amounts paid by them, it has stated

that the said date of possession mentioned in the said agreements for sale is subject to mitigating circumstances which are beyond its control. It has stated that the said project got delayed mainly due to change in government policies viz. the fire norms as well as the environmental regulations, financial constraints faced by it and also due to the covid-19 pandemic. However, it has contended that it is able and willing to complete the said project and soon it will apply for OC. Hence, it has prayed for dismissal of the said complaints.

20. However, as far as substantive claim agitated by the complainant at sr. no. 1 under section 18 of the RERA as well as the amended prayer sought by the said complainant about revocation of the project registration granted in favour of the respondent and freezing of the bank account, the MahaRERA is of the view that the said reliefs are contradictory to the substantive reliefs sought by the said complainant towards possession of the said flat. Moreso, the said reliefs are common sort of reliefs and the complainant in her own individual capacity cannot agitate the same. Hence, the said reliefs stand rejected.
21. As far as the substantive reliefs sought by the said complainant under section 18 of the RERA, the MahaRERA has noticed that although the said complainant has alleged the violation of section 18 of the RERA, however, she has failed to cite any single mandatory document such as allotment letter/ agreement for sale on record of MahaRERA showing any agreed date of possession, which has lapsed. Moreso, the said documents (even if they have been issued and signed by and between the parties), are the subject matter of the police complaint filed by the respondent before the concerned police station. The said criminal proceeding will take its own recourse under the applicable law. However, for want of any mandatory document as provided under section 18 of the RERA, the MahaRERA is not inclined to consider the reliefs sought by the said complainant under section 18 of the RERA. Hence,

the complaint at sr. no. 1 stands rejected.

22. However, as far as the substantial claim of the complainant allottees in complaints at sr. nos. 2 and 3 towards interest / compensation on account of the delayed possession under section 18 of the RERA, it is pertinent to examine the phrase “**possession**” as contemplated under section 18 of the RERA which reads as under:-

“18. (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 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.”

23. From a plain reading of section 18 of the RERA, it is clear that if the promoter fails to handover the possession of the flat to the allottees as per the terms and conditions of the agreement for sale on the date specified therein, the allottee has two choices either to withdraw from the said project or to stay with the project. In case the allottee chooses to withdraw from the project, the allottee is entitled to seek a refund along with interest including the compensation and

if the allottee wishes to stay in the project he is entitled to seek interest for the delayed possession as prescribed under section 18 of the RERA read along with relevant rules made thereunder.

24. Likewise, by contending that the respondent promoter has failed to handover possession of the said flats to them on the agreed date of possession mentioned in their respective agreements for sale dated 15-10-2019 i.e. on 31-12-2021, hence, they have filed these complaints seeking reliefs under the aforesaid provisions of section 18 of the RERA.
25. As far as the claim of compensation sought by the complainant allottees at sr. nos. 2 and 3, the MahaRERA is of the view that the aforesaid explicit provisions under section 18 of the RERA clearly provide that only in case the allottee decides to withdraw from the project on account of delay, he is entitled to claim compensation. However, in the instant case, admittedly, the complainant allottees are willing to remain in the project and to have possession of their flats. Hence, they are not entitled to seek any compensation under section 18 (1) of the RERA. Hence, the said claim of the complainant-allottees towards compensation stands rejected.
26. As far as the delay, which has occurred in the said project, the respondent has contended that the said delay has occurred mainly due to i) the change in government policies such as Fire Norms and Environment Regulation, ii) financial difficulties faced by it and also iii) due to the covid-19 pandemic.
27. However, as far as the aforesaid reasons of delay cited by the respondent at point nos. (i) and (ii), the MahaRERA is view that the same cannot be considered as the force majeure reasons. It is ostensibly because, to obtain requisite permissions from the competent authority, in a time bound manner is the statutory duty of the respondent being a promoter of the said project.

However, the said complainants being the allottees were nothing to do with the same. Hence, the MahaRERA is not inclined to accept the said reasons of delay as plausible explanation.

28. As far as the other reason of the delay cited by the respondent promoter at point no. (iii) about the covid-19 pandemic, the MahaRERA has noticed that that the agreements for sale with the complainants at sr. nos. 2 and 3 are executed under the RERA regime and before the covid-19 pandemic. Meaning thereby, after execution of the said agreements for sale with the complainants at sr. nos. 2 and 3 dated 15-10-2019, the Covid-19 pandemic started all over the world which affected all sectors of society including the real estate sector. Considering the said factor as a force majeure event, the MahaRERA has issued various Orders granting extensions to all the promoters for completion of the projects. Hence, in respect of the complainants at sr. nos. 2 and 3, the date of possession gets extended for 12 months from 31-12-2021 till 31-12-2022 on account of the covid-19 pandemic.
29. However, even on the said extended date of possession on account of the covid-19 pandemic, the project was incomplete, and the possession was not handed over to the complainants at sr. nos. 2 and 3. It shows that the respondent has violated the provisions of section 18 of the RERA. Hence, the complainants are entitled to seek interest for the delayed possession under section 18 of the RERA from 1-01-2022 till the actual possession of the said flats with OC.
30. In addition to this, it is pertinent to note that the MahaRERA by issuing various orders has declared the covid-19 pandemic period as force majeure factor which is beyond the control of the promoter. Accordingly, the one-year grace period is given to all the promoters which have registered their projects with MahaRERA. Furthermore, it is pertinent to note that the Hon'ble Bombay

High Court by considering the lockdown restriction issued by the Central as well as the State Government on account of the said Covid-19 pandemic has issued various orders in Suo Moto PIL No. 1 of 2021 thereby extending the interim orders passed by it in various matters. Even, the Hon'ble Supreme Court of India by taking cognizance of the said epidemic has also passed various orders in Suo Moto Writ Petition (Civil) No. 3 of 2020 and has extended the limitation period from 15-03-2020 till 28-02-2022, thereby the said period was excluded for the purposes of limitation as may be prescribed under any general or special laws in respect of all the judicial or quasi-judicial proceedings. No doubt the said pandemic affected all sectors of the society including the real estate sector. Keeping the same in mind, the MahaRERA has taken such general decision by issuing said orders in the interest of all the projects registered with the MahaRERA. Hence, the promoter in this case, is also entitled to seek benefit of the said covid-19 pandemic while making the payments towards the interest amount. The said general decisions cannot be changed for this project nor any exception can be made considering the above.

31. In the present case, it is pertinent to note that there are various orders passed by the MahaRERA deferring such refund /payment of interest till date of completion of the project i.e. till the date of occupancy certificate is obtained. Such directions are issued by the MahaRERA mainly keeping the interest of the project and to ensure timely completion of the project. No doubt the main intention of the RERA legislation is not only to regulate but to ensure the development which will happen only when the project gets completed in a time bound manner. The diversion of funds during the implementation of the project would definitely affect the cash flow in the project and the possibility that the project may get further delayed. The same may result into further delay in possession of the flats to the homebuyers who seek possession of their flats. The provisions of sections 37 read with sections 11, 14 and 34 of the RERA

empowers the MahaRERA to issue such direction to achieve the aim and object of the RERA. Hence, issuing such directions, may definitely not amount to the dilution of any other provisions of the RERA.

32. In view of the aforesaid facts, the following order is passed:

- a) The complaint at sr. no. 1 stands rejected in view of the observations made in the aforesaid para-nos. 20 and 21.
- b) The claim of compensation sought by the complainants (at sr. nos. 2 and 3) stands rejected in view of the observations made in the aforesaid para no.25.
- c) The respondent promoter is also directed to pay interest for the delayed possession to the complainants at sr. nos. 2 and 3 on actual amounts paid by the said complainants towards the consideration of the said flats at the rate of SBI's Highest Marginal Cost Lending Rate (MCLR) plus 2% as prescribed under the provisions of section-18 of the Real Estate (Regulation and Development) Act, 2016 and the Rules made thereunder, from 01-01-2022 till the actual date of possession of the said flats to the complainants with the occupancy certificate.
- d) Needless to state here, the actual amount as provided under section 18 of the RERA means the amounts paid by the said complainants towards the consideration of the said flats only, excluding the stamp duty, registration charges and taxes etc. paid to the government.
- e) However, in view of the mitigating circumstances beyond the control of the respondent promoter and also to ensure that the said project is not jeopardised due to the outflow of finances and is completed keeping in mind the interest of the other buyers of the said project at large, the amount of interest payable by the respondent to the said complainants be paid after obtaining full occupancy certificate. The respondent promoter is at liberty to adjust the said amount of interest payable by it to the complainants with the consideration amount payable by the said complainant (if any), at the time of

possession and the balance amount if any payable by either party be paid at the time of possession.

21. With the above directions, all 3 complaints stand disposed of.



(Mahesh Pathak)

Member - 1/MahaRERA