IN THE KARNATAKA REAL ESTATE APPELLATE TRIBUNAL, BENGALURU

DATED THIS THE 24th DAY OF AUGUST, 2026

PRESENT

HON'BLE Ms. JUSTICE J.M. KHAZI, CHAIRPERSON

AND

HON'BLE SRI SANTHOSH KUMAR SHETTY N. JUDICIAL MEMBER

APPEAL No.(K-REAT)-167 of 2025

BETWEEN:

1. Harathi Prakash Nalla,
   Aged about 41 years.

2. Yagana Prakash Nalla,
   Aged about 51 years.

Both are residing at
Flat No.F-333,
Juniper, Brigade Orchards,
Devanahalli,
Bengaluru Rural-562 110. **...APPELLANTS**

(Parties-in-person)

AND:

1. Secretary,
   The Karnataka Real Estate
   Regulatory Authority,
   Silver Jubilee Block, 2nd floor,
   Unity Building, 3rd Cross,
   Mission Road, Bangalore – 560 027.

2. BCV Developers Pvt. Ltd.,
World Trade Center,
Malleshwaram, Rajajinagar,
Bengaluru Rural- 560 065. **...RESPONDENTS**

(Sri. I.S. Devaiah, Advocate-for Respondent No.1-RERA
Miss Tanisha Sunil Kumar, Advocate for Respondent No.2)

This Appeal is filed under Section 44 of the Real Estate (Regulation and Development) Act, 2016, praying to set aside the impugned order dated 24.07.2025, passed by the 1st respondent-RERA in Complaint No.CMP/00118/2024.

This appeal having been heard and reserved for Judgment, coming up for pronouncement of Judgment, this day, the **Hon'ble Judicial Member** delivered the following:

JUDGMENT

The captioned appeal arises out of the Judgment dated 24.07.2025 rendered by the Learned Adjudicating Officer of the Karnataka Real Estate Regulatory Authority (hereinafter referred to as 'the Authority' for short) in CMP No.00118/2024, whereby the Complaint filed by the Appellants/Allottees (hereinafter referred to as 'the Allottees' for short) against the Respondent No.2/Promoter (herein after referred to as 'Promoter' for short), came to be dismissed.

2. The facts gathered from the record, broadly stated, revealed that the Allottees entered into an Agreement to Sell and Construction Agreement with the Promoter on 22.03.2017 for purchase an apartment in the project known as "Juniper at Brigade Orchards", developed by the Promoter. As per the Construction Agreement, the Promoter had agreed to handover possession of the flat on or before June 2019, with a grace period of six months. The grievance of the Allottees is that, there has been a delay in handing over of possession of the flat. It is further contended that they have never been issued the official possession letter in respect of 'F' block. According to the Allottees, the Promoter has also failed to provide several amenities, including landscaping, security, lifts, car parking, lobbies, common areas and staircases, as well as other amenities such as a club house, amphitheatre, sitting areas, children's play area, hospital, eco-friendly mobility transportation, wifi zones in public areas, arts village, Jain International school etc. It is their specific contention that these amenities and facilities were expressly promised by the Promoter in Agreements for Sale and Construction and Registered Deed of Declaration dated 14.08.2020. As the construction was not completed and the promised amenities were not provided, they lodged a complaint before the Authority alleging a delay of about 3 years 5 months and seeking compensation of Rs.31,13,950/- from the Promoter.

3. In response to the notice issued by the Authority, the Promoter appeared through its counsel and filed its statement of objections, contending, inter alia, that the terms and conditions of the Agreement for Sale and the registered Sale Deed dated 22.07.2021 do not contain any categorical assurance or promise regarding the time frame for completion of the clubhouse. It was further contended that, the complaint was barred by limitation and that the Allottees had not offered any explanation as to what prevented them from approaching the Authority at an earlier point of time, particularly when the complaint was filed more than three years after the date of the allotment notice and the Agreement for Sale.

4. It was further contended that the Allottees and the Promoter had subsequently entered into a registered Sale Deed. According to the Promoter, under the said Sale Deed, the Allottees were entitled to avail the clubhouse facilities on a membership basis, subject to compliance with the bye-laws framed in respect of the clubhouse. It was therefore contended that time was not the essence for completion or formation of the clubhouse under the Sale Deed or any of the documents executed prior thereto.

5. The Promoter also denied the allegation of the Allottees that maintenance charges had been levied while the project was still under construction up to June 2023. It was submitted that the Promoter continued to maintain the project until October 2022 and that the first cycle of Common Area Maintenance ("CAM") charges payable by the residents of Juniper commenced only from December 2022. According to the Promoter, when the Allottees were called upon to pay the CAM charges, they began raising objections regarding the non-readiness of the common amenities, which ultimately resulted in filing of the complaint.

6. It was further contended that the Signature Club had already been constructed prior to completion of the development of the Juniper project and was situated at a distance of about 500 meters from Juniper. According to the Promoter, 86 occupants of Juniper were already availing the facilities of the Signature Club by paying a nominal membership fee of Rs.1,000/- per month. The Allottees, however, had voluntarily chosen not to avail themselves of the membership of the Signature Club. It was also contended that the amphitheatre and seating areas had already been constructed and provided in the project and that the clubhouse proposed for Juniper would be completed within the next few months. On these grounds, the Promoter sought dismissal of the complaint filed by the Allottees.

7. The Authority, upon perusal of the complaint and the statement of objections and after hearing both the parties, dismissed the complaint by the impugned judgment. Aggrieved by the said order, the Allottees have preferred the present appeal, inter alia, on the following grounds:

a) The impugned order is erroneous both on facts and in law, having been passed without properly appreciating the documents and other materials available on record and is therefore liable to be quashed and set aside.

b) The Promoter, in his reply dated 25.01.2025 and email dated 09.03.2021 addressed to the Allottees, had categorically stated that the construction of the clubhouse had not yet commenced. However, the Authority grossly erred in relying upon the Deed of Declaration, which, according to the Allottees, contained false and incorrect statements made by the Promoter.

c) The Authority erred in relying upon the photographs of the Signature Club as evidence of the clubhouse required to be provided under the contractual documents, despite the Promoter having itself admitted that the said clubhouse had not yet come up.

d) The Authority erred in holding that, under the Agreement for Sale and the Construction Agreement, the Promoter had no where promised to provide amenities and facilities such as a hospital, art villages, a school, eco-friendly mobility transportation connecting the project to the neighbouring areas, including the SEZ and Trumpet Flyover, with a view to reducing dependence on public transport, dedicated cycle tracks, electric vehicles for commuting within the township and Jain International School exclusively for the residents of the Juniper complex.

e) The Authority has violated the principles of natural justice by failing to afford the Allottees a reasonable opportunity to respond to and rebut the contentions raised by the Promoter.

8. On the aforesaid grounds, the Appellants have prayed that this Tribunal be pleased to set aside the impugned order dated 24.07.2025 and grant the reliefs sought by them in the complaint.

9. In their statement of objections to the memorandum of appeal, the Promoter contended that the learned Adjudicating Officer was justified in dismissing the complaint filed by the Allottees and that there is no infirmity or illegality in the impugned order warranting interference by this Tribunal. It was further contended that, the Allottees had failed to make out any case falling within the purview of the provisions of the Act or the Rules. It was submitted that the Promoter had undertaken to develop an integrated township spread over 138 acres at Rayasandra Village, Devanahalli, comprising villas, apartments, retirement homes, retail outlets, a sports arena, an amphitheatre and other facilities, under the name and style of "Brigade Orchard". According to the Promoter, the apartment complex had been designed in such a manner as to enable the residents of the project to avail themselves of state-of-the-art facilities and modern amenities within the campus. It was further contended that more than 150 families were already residing in the larger project known as Brigade Orchard. It was further contended that the Promoter had developed the residential apartment blocks known as “Juniper” and “Ivory” and that the same were planned to be constructed in a phase-wise manner, with the Juniper block being taken up first, followed by the Ivory block.

10. It is contended by the Promoter that possession of the fully constructed schedule property was handed over to the Allottees on 22.07.2021, immediately upon receipt of the entire sale consideration. However, the Allottees contend that the possession letter was issued only on 30.08.2021. It is further contended by the Promoter that the Allottees accepted possession of the schedule property without any demur or protest and of their own volition, executed the registered Sale Deed without raising any of the grievances which are subsequently sought to be agitated in the complaint.

11. In the additional objections, the Promoter has further contended that, according to the Allottees' own case before the Authority, the Agreement for Sale and the Construction Agreement were executed on 22.03.2017 and the contractual date stipulated for completion of the project was 31.12.2019. It is submitted that the Allottees were called upon to proceed with registration only in January 2021. Therefore, according to the Promoter, the Allottees cannot, at the appellate stage, alter or modify the alleged cause of action merely with a view to bringing the complaint within the prescribed period of limitation. On these and other grounds, the Promoter has sought dismissal of the appeal.

12. Heard the arguments of the first Allottee, appearing for herself and on behalf of Allottee No.2 and the learned counsel for the Promoter. Perused the records of the proceedings before the Authority, as well as the written synopsis submitted by the Allottees and the learned counsel for the Promoter.

13. The points that would arise for our consideration are:

1) Whether the Impugned Judgment dated 24.07.2025 passed by the Adjudicating Officer of the Karnataka Real Estate Regulatory Authority in Complaint No.CMP/00118/2024 has resulted in a miscarriage of justice and warrants interference by this Tribunal in the present appeal?

2) What Order?

14. We answer the point No (i) is party affirmative for the following:

R E A S O N S

15. Point No.1: Before adverting into the controversy in question, it would be appropriate, at the outset, to recapitulate certain other undisputed facts. In the complaint filed before the Authority, the Allottees alleged that there had been a delay of approximately three and a half years in handing over possession of the apartment and providing the promised amenities up to the date of filing of the complaint. It was further asserted that the total sale consideration of the apartment was

Rs.82,00,000/- and accordingly, the Allottees computed the compensation for the said period of delay at the rate of SBI MCLR plus 2% per annum and claimed a sum of Rs.31,13,950.

16. The manner in which the relief was claimed by the Allottees makes it apparent that the claim falls within the ambit of the proviso to Section 18(1) of the RERA Act. If that be so, the Authority itself ought to have entertained and adjudicated the complaint, having regard to the law laid down by the Apex Court in M/s. Newtech Promoters and Developers Pvt. Ltd. Vs. State of U.P. and Others[1]. However, merely because the relief was captioned as a claim for "compensation", the Authority referred the matter to the learned Adjudicating Officer, who, in turn, entertained the complaint.

17. In the impugned order, the learned Adjudicating Officer observed that the Agreement of Sale is the key instrument governing the contractual relationship between the parties. She further held that the provisions of the

[1] (2021) 18 SCC -1

RERA Act cannot be invoked so as to permit unjust enrichment either in favour of the Promoter or the Allottees. Ultimately, upon such reasoning, the learned Adjudicating Officer returned findings against the Allottees and dismissed the complaint.

18. Reiterating the contentions urged in the memorandum of appeal, the first allottee, in her oral submissions, vehemently contended that, as on the date of execution of the Sale Deed dated 22.07.2021, only the apartment purchased by the Allottees was ready for occupation, whereas the other promised amenities had not been completed. In support of her contention, she drew our attention to various documents referred to hereinabove, as well as the email correspondence exchanged between the parties.

19. She further contended that the Promoter, in its brochure and other agreements executed in favour of the Allottees, had represented that various amenities, as referred to in paragraph No.2 hereinabove, would be provided. In support of the claim for relief under the provisions of the RERA Act, she placed reliance upon the judgment of the Apex Court in Wg.Cdr, Arifur Rahman Khan and Aleya Sulthana and others Vs. DLF Southern Homes Ltd[2]. The substance of the principle laid down therein is reflected in paragraph 23 of the said judgment, namely, that a developer must be held accountable for the representations made by it to the purchasers. According to the first allottee, the representations contained in the brochure and the other agreements furnished and executed in favour of the Allottees squarely fall within the ambit of such representations.

20. It was therefore contended that the Promoter was under an obligation to provide the various amenities referred to hereinabove, including the facilities of the Juniper Clubhouse, to the Allottees. Accordingly, she submitted that the Allottees are entitled to the reliefs sought in the complaint and the appeal.

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[2] (2020) 16 SCC 512

21. In their written synopsis, the Allottees have taken a slight deviation from their pleadings. It is contended therein that they purchased the flat from the Promoter for a total sale consideration of Rs. 68,01,200/-. It is further contended that they claimed compensation of Rs.31,13,950/- under Section 18(3) of the RERA Act, computed up to 19.01.2024, i.e., the date of filing of the complaint, together with further compensation accruing thereafter until the procurement of the occupancy certificate in respect of the clubhouse.

22. Refuting each and every contention advanced by the Allottees, the learned counsel for the Promoter, both in her oral submissions and in the written synopsis, reiterated the contentions urged in the pleadings. She further contended that, as on the date of execution of the sale deed, actual possession of the apartment had been duly handed over to the Allottees. According to her, the Allottees are not entitled to claim compensation, as they have failed to establish that the Promoter had failed to provide the amenities in terms of the agreement of sale.

23. It was further contended that the Allottees have sought to contend that handing over possession of the apartment necessarily includes completion and provision of all the amenities in the project. Such an interpretation, according to the learned counsel, is wholly misconceived and contrary to law. She argued that the Allottees have erroneously conflated the handing over of possession of the apartment with the completion of the project amenities and, on that basis, have invoked Section 18 of the RERA Act.

24. The learned counsel submitted that Section 18(1) of the RERA Act deals with failure to complete or delay in providing possession of the apartment, plot or building and does not, by itself, contemplate a claim on the ground of non-completion or delayed provision of amenities. It was further argued that even Section 18(3) fastens liability only where the Promoter fails to discharge an obligation imposed under the Act or the agreement for sale, and that the Allottees have failed to establish any such actionable breach warranting compensation under the said provision.

25. Lastly, it was contended that possession of the apartment was handed over to the Allottees immediately upon their making the final payment, as evidenced by the allotment notice. Therefore, according to the Promoter, there was no delay whatsoever on its part in handing over possession, and consequently, the claim for compensation under Section 18 of the RERA Act is wholly untenable.

26. Another submission advanced on behalf of the Promoter is that the brochure cannot be treated as a binding document, as it was merely promotional material and expressly stated to be neither an invitation to offer nor an offer. Therefore, according to the learned counsel, the brochure cannot be relied upon to establish any contractual relationship or binding obligation between the Allottees and the Promoter. She submitted that the rights and obligations of the parties are governed exclusively by the agreements executed between them and by no other document.

27. In support of her contention, the learned counsel placed reliance on the decision of the Hon'ble Supreme Court in Mangalam Build-Developers Ltd. Vs. Aviral Mathur[3], and submitted that the Apex Court has categorically held that where the Allottees have entered into an agreement with their eyes wide open, the terms of such agreement govern the contractual relationship between the parties, and the Allottees cannot subsequently raise claims beyond the scope of the contract.

28. The learned counsel further contended that the Allottees have not produced even a shred of documentary evidence to establish that they have suffered any quantifiable financial loss on account of the alleged acts or omissions of the Promoter. In the absence of proof of any such actual or quantifiable loss, according to her, the claim

[3] 2021 SCC Online NCDRC 15

for compensation is wholly unsustainable. On these grounds, she urged that the appeal is devoid of merit and is liable to be dismissed in limine.

29. In the light of the rival contentions advanced by the parties, we have carefully examined the entire pleadings, the documents produced by them, the records maintained by the Authority, and the principles of law laid down in the decisions referred to above.

30. As stated supra, the specific contention of the Promoter is that, in support of their claim, the Allottees are required to confine themselves to the terms and conditions of the Agreement of Sale executed between the parties and cannot be permitted to travel beyond the scope of the written agreement. The learned Adjudicating Officer has also observed that the Agreement of Sale is the principal document governing the rights and obligations of the parties and is the key document for resolving the dispute between them.

31. On a careful perusal of the Agreement of Sale, it is evident that there is a specific recital with regard to the execution of a Construction Agreement. In fact, the Construction Agreement was also executed between the parties on the very same date, wherein certain rights and obligations of the respective parties have been specifically set out.

32. A conjoint reading of the terms and conditions incorporated in the Agreement of Sale and the Construction Agreement makes it clear that the provisions contained in the Construction Agreement are ancillary and supplementary to the Agreement of Sale. We do not find any inconsistency or conflict between the terms of these two documents. Rather, they are complementary to each other and are required to be read harmoniously for the purpose of ascertaining the rights and obligations of the parties.

33. Therefore, in our considered view, the terms and conditions contained in both the Agreement of Sale and the

Construction Agreement are binding upon the parties and are required to be given due effect while adjudicating the claims raised in the present proceedings.

34. The aforesaid two decisions relied upon by the Allottees and the learned counsel for the Promoter, respectively, admittedly arose out of disputes adjudicated before the Consumer Forum. It is not in dispute that, prior to the enactment of the RERA Act, aggrieved Allottees were required to seek redressal of their grievances primarily through the Consumer Forum. Even after the enactment of the RERA Act, an aggrieved allottee is not precluded from approaching the Consumer Forum for appropriate relief, subject to the law governing the exercise of such remedies.

35. However, the RERA Act is a comprehensive and special legislation enacted with the object of regulating the real estate sector and protecting the interests of Allottees, while also providing a specific statutory framework for adjudication of disputes arising between Promoters and Allottees. The rights and obligations of the parties under the RERA Act are therefore required to be examined in the light of the scheme and provisions of the said enactment.

36. In this factual and legal background, this Tribunal cannot simply brush aside or disregard the principles laid down by the Hon'ble Supreme Court in Arifur Rahman Khan and Ahalya Sultana and Others, referred to supra. The said decision, though rendered in the context of proceedings before the Consumer Forum, lays down principles concerning the rights of Allottees and the consequences flowing from the Promoter's failure to fulfill its contractual and statutory obligations. Those principles, to the extent applicable to the facts and circumstances of the present case and consistent with the scheme of the RERA Act, cannot be ignored merely because the proceedings therein arose under the consumer law.

37. Looking into the conditions stipulated in the Construction Agreement, it is clear that the Promoter had agreed to hand over possession of the flat to the Allottees on or before June 2019, with a grace period of six months.

If the stipulated grace period is taken into consideration, the Promoter was, in all probability, required to hand over possession to the Allottees on or before 31.12.2019. However, the sale deed came to be executed in favour of the Allottees only on 22.07.2021.

38. Though the sale deed was executed on the said date, as rightly contended by the Allottees, the series of emails exchanged between the parties, particularly the reply dated 25.05.2025, clearly disclose an admission on the part of the Promoter that the work relating to the Juniper Clubhouse was still in progress. In this regard, the email dated 19.03.2021 addressed by the Promoter to the first allottee, which is available at page 30 of the records of the proceedings before the Authority, assumes considerable significance. In our considered view, the contents of the said email throw considerable light on the controversy involved in the present appeal. The substance of the said email is as follows:

"1. The possession or hand over date: Your unit is already ready for handover. With

regards to the F Tower accessibility. Please note that 3rd floor, where your unit is situated, is completely ready. The lifts are also operational. Lobby of F tower is also completed. Finishing work is going on.

2. Completion of Juniper Amenities: by end of Sept.2021 excluding clubhouse.

3. Alternative arrangement at Signature Club house: Exclusive rights to use the Signature Club will not be possible, however, looking at historic data we can ascertain that usage issue will not arise.

4. Access for inspection: Once the registration is done, the unit will be handed over. We request you to understand that this policy is followed in all our projects. However, we assure you that after handover if you find any snag, we will definitely attend on priority.

5. Delay compensation: We will revert back to you on this as the final decision is pending with Management.

6. Registration of Flat: Your unit is ready for possession and can be registered any time. With regards to your concerns with livability, please note that almost 60 customers have taken *possession in Juniper. Generally, it takes 2-3 months to complete the interior work. Therefore, by the time your interior work is completed most of the common area amenities will also be ready and operational. Facilities like power, water, lift, fire safety, etc., are all available and operational."*

(underlined for emphasis)

39. However, from the inception, the vehement contention of the Promoter has been that time was not the essence of the contract insofar as the Juniper Clubhouse is concerned and therefore, the delay in completing the said clubhouse cannot constitute a ground for granting any relief to the Allottees. The other explanation offered by the Promoter is that, since the work relating to the Juniper Clubhouse was still in progress, the Allottees and other residents of the project were permitted to make use of the Signature Club, situated about 500 meters away from the Juniper project, on payment of a nominal fee of Rs.1,000 per month.

40. However, it is pertinent to note that it is an undisputed fact that the Signature Club was constructed in the civic amenities area. It is also the contention of the Allottees that the Promoter has been permitting the general public to use the said club for monetary consideration and, on several occasions, has let out the club to third parties for rent. Consequently, the alleged facility extended to the Allottees to make use of the Signature Club has, in several respects, been substantially curtailed. Significantly, these specific contentions urged by the Allottees have not been denied by the Promoter.

41. The aforesaid circumstances give rise to a strong inference that the alternative facility offered by the Promoter was neither equivalent nor readily available to the Allottees. Apart from compelling them to pay a monthly subscription of Rs.1,000/- for availing the facility, the Allottees were also required to contend with overcrowding, and on certain occasions, the club was completely occupied by third parties who had hired the facility. Thus, the mere availability of the Signature Club cannot, in our considered view, be treated as a satisfactory substitute for the Juniper

Clubhouse which was contemplated as part of the project and to which the Allottees were entitled.

42. This being the factual scenario, it is clear that, though the Promoter was required to hand over possession of the flat on or before 31.12.2019, the sale deed came to be executed in favour of the Allottees only on 22.07.2021. Even assuming, for the sake of argument, that possession was delivered to the Allottees on the date of execution of the sale deed, as asserted by the Promoter, it is evident that the Allottees were deprived of possession during the period from 01.01.2020 to 22.07.2021.

43. In such circumstances, having regard to the proviso appended to Section 18(2)(b) of the RERA Act, the Allottees are entitled to compensation for the period of delay, calculated on the total sale consideration, in accordance with the applicable rate prescribed under the Act and the Rules.

44. Herein, it is relevant to note that, though the Allottees, in their complaint, asserted that the total value of the flat was Rs.82,00,000/-, they have, in their written synopsis, categorically admitted that they purchased Flat No. F-333 for a total consideration of Rs.68,01,200/-. Thus, the computation of delay-period interest made in the complaint on the basis of a sale consideration of Rs.82,00,000/- is contrary to their own subsequent admission regarding the actual total sale consideration.

45. Added to this, on a perusal of the consideration set out in Schedule E of the Agreement of Sale and the Construction Agreement, it is clear that the total sale consideration agreed between the parties was Rs.68,01,200/-, exclusive of other charges. Therefore, for the purpose of computing the compensation payable to the Allottees for the delayed period, the sum of Rs.68,01,200/- alone can be taken as the total sale consideration, excluding the other charges payable under the agreements.

46. The other point that arises for consideration is the contention of the Promoter that the complaint lodged by the Allottees is barred by limitation. However, while resisting the claim of the Allottees on the ground of limitation, the Promoter simultaneously contends that, insofar as the provision of amenities, including the clubhouse, is concerned, time was not the essence of the contract. Such mutually inconsistent stands taken by the Promoter cannot logically operate in their favour.

47. Having regard to the factual and legal position discussed above, there is no justification to hold that the complaint lodged by the Allottees before the Authority was barred by limitation. Consequently, we are of the considered view that the rejection of the claim of the Allottees by the Authority was wholly erroneous and cannot be sustained.

48. Accordingly, the Allottees are entitled to delay-period interest at the rate of SBI MCLR plus 2% per annum on the total sale consideration of Rs.68,01,200/- for the period from 01.01.2020 to 22.07.2021.

49. Since the sale deed was executed on 22.07.2021 and, for the purpose of the present case, possession is presumed to have been delivered to the Allottees on the said date, they would not be entitled to claim delay-period interest for any period subsequent thereto.

50. However, there is a clear admission on the part of the Promoter that the construction of the Juniper Clubhouse had not been completed as on the date of execution of the sale deed and that the work was completed only on 24.03.2026, i.e., the date on which the Occupancy Certificate was obtained from the concerned Grama Panchayat. In the circumstances, it is evident that, notwithstanding the execution of the sale deed and delivery of possession, the Allottees were deprived of the promised clubhouse facility and other amenities forming part of the project.

51. Having regard to the reasons recorded hereinabove, we are of the considered view that the Allottees are entitled to compensation by way of damages for the period during which the promised clubhouse and amenities remained unavailable, commencing from 23.07.2021, being the day immediately following the date of execution of the sale deed, and ending on 24.03.2026, being the date of issuance of the Occupancy Certificate, at the rate of Rs.10,000 per month. Accordingly, Point No.1 is answered partly in the affirmative. We proceed to pass the following:

: ORDER :

(a) The appeal is allowed in part;

(b) The impugned order dated 24.07.2025 passed by the 1st Respondent-RERA in complaint No.CMP/00118/2024 is hereby set-aside;

(c) The 2nd Respondent/Promoter is directed to pay to the Allottees compensation towards delay period interest on the total sale consideration of Rs.68,01,200/- at the rate of State Bank of India's Marginal cost of lending rate plus 2% per annum from 01.01.2020 to 22.07.2021.

(d) The 2nd Respondent / Promoter is directed to pay compensation at the rate of Rs.10,000/- per month commencing from 23.07.2021, being the day immediately following the date of execution of the sale deed and ending on 24.03.2026, being the date of issuance of Occupancy Certificate.

(e) In view of disposal of the main appeal, pending I.As., if any, shall stand disposed of, as they do not survive for consideration;

(f) Registry is directed to comply with the provisions of Section 44(4) of the Act and to return the records to RERA, if any received.

There is no order as to costs.

Sd/-

(JUSTICE Ms. J.M. KHAZI)
HON'BLE CHAIRPERSON

Sd/-

(SRI SANTHOSH KUMAR SHETTY N.)
HON'BLE JUDICIAL MEMBER