PROCEEDINGS OF THE AUTHORITY BEFORE BENCH 4

PRESENT:

SHRI RAKESH SINGH, HON'BLE CHAIRMAN

DATED THIS 20TH DAY OF NOVEMBER 2026

COMPLAINT NO.00877/2025

COMPLAINANTS.....

1. **SATISH KUMAR PANDEY**
2. **SANGEETA PANDEY**
   (both are residing at)

ICUL, 5th Floor, Phoenix Pinnacle,
46, 3rd Cross Rd, Yellappa Garden,
Yellappa Chetty Layout, Sivanchetti
Gardens, Bengaluru, Karnataka 560042.

(Rep. by Navya and other Advocates).

V/s

RESPONDENTS.....

1. **CENTURY REAL ESTATE HOLDINGS PRIVATE LIMITED**
   3/1, 4th Floor, JP Techno Park Millers Road,
   Vasanth Nagar, Bengaluru Urban -560052.

2. **KARTHIK SHANKARLINGEGOWDA @ KARTHIK S**
   C802, Centruy Ethos, Amruthahalli,
   Village, Yelahanka Hobli,
   Bangalore North Taluk, Bangalore -
   560063.

   (Rep by Naveen Kumar & other advocates).

PROJECT NAME: **CENTURY ETHOS**

REGISTRATION NO: **PRM/KA/RERA/1251/309/PR/171014/000283.**

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JUDGEMENT

1. The Complaint is filed under section 31 of Real Estate (Regulation and Development) Act, 2016 against Project **CENTURY ETHOS** developed by Respondent/Promoter **CENTURY REAL ESTATE HOLDINGS PRIVATE LIMITED** situated at Century Ethos, Amruthahalli , Yelahanka Hobli, Bangalore North , Bengaluru North , Bengaluru Urban.

2. The Complainants sought for the relief directing the Respondent/Promoter to cancel the sale deed dated 15.05.2024 executed in favour of Respondent No.2 and to execute the sale deed in favour of complainant or alternatively direct respondent to refund the amount with interest.

3. The complainants filed amendment application under Order 6 Rule 17 CPC r/w 88 of RERA Act for deletion of the above prayer and to add the relief for refund of entire sale consideration with interest for compensation under section 71 r/w Section 12, 18 and 19 of the RERA Act and for litigation cost.

4. The Project has been registered under the Real Estate (Regulation and Development) Act, 2016 (RERA), bearing Registration No. PRM/KA/RERA/1251/309/PR/171014/000283. The registration was valid up to 30.09.2022, including the extension granted up to 30.09.2021 on account of COVID-19 and the further extension granted under Section 6 of the RERA Act up to 30.09.2022.

The brief fact of the complaint is as under:-

5. The Complainants have booked Plot no. C-802 on 10.07.2013 Project **CENTURY ETHOS** developed by Respondent/Promoter **CENTURY REAL ESTATE HOLDINGS PRIVATE LIMITED,** situated at Century Ethos, Amruthahalli, Yelahanka Hobli, Bangalore North, Bengaluru North, Bengaluru Urban.

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6. The Complainants have booked an apartment No.C-802 in the respondent project "Century Ethos" on 10.07.2013. The Complainants paid a booking advance amount of Rs.40,00,000/- (Rs.20,00,000/- each for two units) on 10.07.2013. The Complainants subsequently selected Unit C-802 in the Chrome Block. The Sale Agreement and Construction Agreement was executed on 13.03.2014 for the total sale consideration of Rs.2,87,98,492/- (Rupees Two Crores Eighty Seven Lakhs Ninety Eight Thousand Four Hundred and Ninety Two only). Under Clause 3 of the Construction Agreement, the possession was to be delivered within 36 months from the receipt of the Commencement Certificate, plus 6-month grace period. Since the Commencement Certificate was issued on 20.01.2017, the final contractually mandated delivery date was established as 20.07.2020. However, Respondent No.1 failed to deliver the apartment within the mandatory delivery date, despite receiving over 65% of the consideration by 2017.

7. In the month of January 2023, Respondent No. 1's CRM team approached the complainant and initiated discussions for a repurchase mandate, culminating in a draft agreement that materially altered oral timelines. Following unfulfilled extension promises by the Developer extending upto April 2024, the Complainants issued follow-up emails demanding interest and a 15-day notice to complete the transaction. Receiving no response, the Complainants formally revoked the resale arrangement on 26.08.2024, notifying Respondent No. 1 of their intent to retain their interest and seek formal registration of the unit in their names upon issuance of the Occupancy Certificate.

8. The dispute escalated on 25.05.2025 when the Complainants visited the site and discovered third parties occupying the property. Subsequent inquiries revealed that Respondent No. 1 had executed and registered a Sale Deed dated 15.05.2024 conveying Unit C-802 to Respondent No. 2, without any prior cancellation notice, termination process, or refund to the Complainants. Aggrieved by this unilateral sale, suppression of material

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facts, and direct breach of agreement for sale and construction agreement of 2014, the Complainants have filed this action seeking primary reliefs under Section 18 of the Real Estate (Regulation and Development) Act, 2016. Hence, this compliant.

9. The Complainants have produced documents such as copies of Sale and Construction Agreement, Emails, Payment Receipts and Photographs.

10. After registration of the complaint, in pursuance of the notice the Respondent No.1 appeared before this Authority and represented through the counsel. The Respondent No.1 contested the matter and filed statement of objections.

11. It is submitted that the compliant is totally false and frivolous, vexatious and is not maintainable either in law or on facts and same is liable to be dismissed in limine.

12. It is submitted that the Complainants entered into an Agreement for Sale on 13/03/2014, with the owners, joined by the developer and agreed to purchase a super built-up area of 3485, square feet., along with undivided share in the property, corresponding to the construction agreement of the apartment to be constructed by the developer under the sale agreement on the terms and condition contained therein. Simultaneously, Complainants have also entered into an Agreement for Construction of Apartment units, equivalent to 3485 square feet of super-built up area in the project, in Tower Chrome, to be constructed in the property on the Eight Floor, apartment bearing No. C-802, in the project Century Ethos.

13. The total cost of the flat bearing No. 802 agreed between Complainants and the Respondent No.1 was Rs.2,87,98,492/-(Rupees Two Corer Eighty Seven Lakhs Ninety eight Thousand Four Hundred and Ninety Two Only) subject to the terms and conditions mentioned in the payment schedule of the agreements.

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14. It is submitted that, at the time of execution of Agreement of Sale as well as the Construction Agreement dated 13.03.2014, Complainants ware having complete knowledge of the pros and cons involved in the project and voluntarily agreed to purchase the schedule apartment and agreed to the terms and conditions and executed the Agreements. It is further submitted that, Purchaser/Complainants have agreed and undertaken to pay the total Sale consideration as per the schedule payment plans.

15. As per the construction agreement clause 3 developer agreed to deliver the apartment within 36 months from the date of receipt of the Commencement Certificate with the grace period of 6 months. This clearly shows that, Complainants have entered into the transaction knowing fully well the actual and true facts of the transaction. As such allegations made by the Complainants are unsustainable and nothing but misrepresentation made before this Authority and the same deserves to be rejected.

16. The Respondents No.1 received the Commencement Certificate on 20/01/2017, from the Bangalore Mahanagara Palike. The respondent project was registered before RERA and permitted to complete the project on or before 31.12.2020. Thereafter it was extended until 30.09.2022. Due to the corona pandemic and lockdown imposed by the governments, there were delays on the part of the respondent No. 1 and it was unable to complete the project in time.

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17. It is further submitted as per Clause No. 10 of the Construction agreement dated 13/03/2014, which is reproduced as follows;

> *"If the Second party desires to terminate this agreement for no cause the Second party shall notify the developer its intent to terminate in writing with acknowledgement. On such notice the construction agreement along with the agreement of sale shall stand terminated. The Developer will be able to sell the Schedule Apartment under the Scheme to any other purchaser and on the receipt of the sale consideration the entire amount so received will be paid to the Second party and balance will be taken by the Developer".*

18. From the above clause it is clear that, the Second party/Complainant, if desires terminate the Construction agreement for no cause, the Developer have liberty) re-sell the unit and collect the consideration from the subsequent purchaser and pay to the Complainant the advance sale consideration amount paid by him, being the case the present complaint does not survive under the eye of law and the same deserves to be rejected.

19. Respondents No.1 has continuously communicated to the Complainants through emails the progress of the apartment and also about the time period to deliver possession as per RERA registration and Complainants have agreed to the same. However, suddenly Complainants have shown interest to terminate the agreement with an intention of availing buy back options and have given consent to re-sell the unit to third person and accept refund of the advance amount. Heeding to the request of Complainants, the Respondent No.1 has agreed to re-sell the unit to the third person.

20. Subsequently after confirmation from the Complainants, Respondent No.1 has sold the aforesaid unit to Respondent No.2 Mr.Karthik Shankarlingegowda, vide its Sale deed dated 17.05.2024 and paid the part payment to the Complainant. Such being the case Complainants have filed this false and frivolous complaint with an intention to harass this Respondent No.1 and to enrich himself by misusing the provision of RERA ACT 2016 and has sought, for Cancelation of the Respondent No.2's Sale Deed Dated 17.05.2024, execution of the Sale Deed in Complainants favour or alternatively, Direct Respondent No.1 to refund with applicable interest.

21. It may be noted that the email dated 17.02.2024 issued by the bankers of the Complainant which is produced by the Complainant, clearly shows that a sum of Rs.92,81,250/-(Rupees Ninety Two Lakhs Eighty One Thousand Two Hundred and Fifty Only) is credited to his account. Such being the case after confirmation by the Complainants, Respondent No.1 has sold the unit to Respondent No.2 and has made part payments to him. Hence, the compliant is deserved to be dismissed.

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22. It is submitted that, the Complainants after having agreed to sell the unit by Respondent No. 1 to a third party and after the sale transaction was completed, with a malafide intention has refunded the amount of Rs.92,81,250/-(Rupees Ninety Lakhs Eighty One Thousand Two Hundred and Fifty Only) back to Respondent No.1 on 29.08.2024 solely with an intention to create a dispute and harass this Respondent and also to blackmail this Respondent for higher refund than he is eligible.

23. In addition to the above, it is submitted that the Complainants have not approached this Hon'ble Authority with clean hands. Since the Real estate business has been subjected to market fluctuations, the Complainants are making reckless allegations and unlawful claims against the Respondent No.1 herein, and has approached this Hon'ble Authority and is using this Authority as a tool to make financial gain by taking undue advantage and this is an abuse of process of law.

24. It is submitted that the claim made by the Complainants are deserved to be dismissed for want of jurisdiction. For the reasons, facts and circumstances as stated above the claim made by the Complainants for refund and interest is not maintainable legally or factually and the same is liable to be dismissed.

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25. This matter was heard on 09.09.2025, 14.10.2025, 17.10.2025, 01.12.2025, 13.01.2026, 17.02.2026, 10.03.2026, 06.04.2026, 19.05.2026, 23.06.2026, 24.06.2026 and 14.07.2026.

26. Heard Arguments.

27. On the above averments, the following point would arise for my consideration:

1) Whether the Complainants are entitled for the relief claimed?
2) What order?

28. My answer to the above points are as under:

1) In the Partly Affirmative

2) As per the final order for the following:

REASONS

29. Finding on point No.1:- It is the admitted fact that the complainants have purchased the Flat No. C-802 as per agreement for sale and construction agreement dated 13.03.2024 for sale consideration of Rs. Rs.2,87,98,492/- (Rupees Two Crores Eighty Seven Lakhs Ninety Eight Thousand Four Hundred and Ninety Two Only). Further, the complainants have made payment as per the schedule payment plan apart from the advance amount of Rs. 40,00,000/- (Rs.20,00,000/- each for two units). The complainants cancelled the second unit and the advance paid was adjusted to the allotted apartment C-802. The respondent assured that the possession of the apartment will be delivered within 36 months from the date of the receipt of the commencement certificate + 6 months grace period. The exact date of delivery of possession was scheduled on or before 20.07.2020.

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30. The Commencement Certificate was issued on 20.01.2017, the final contractually mandated delivery date was established as 20.07.2020. However, Respondent No. 1 failed to deliver the apartment within the mandatory delivery date, despite receiving over 65% of the consideration by 2017. The respondent has violated the terms of sale agreement and construction agreement and delayed the delivery of apartment and failed to comply the timeline stipulated in the agreement. The complainants raised concern about the delay and sent email.

31. In the month of January 2023, Respondent No. 1's CRM team approached the complainants and initiated discussions for a repurchase mandate, culminating in a draft agreement that materially altered oral timelines. Following unfulfilled extension promises by the Developer extending to April 2024, the Complainants issued follow-up emails demanding interest and a 15-day notice to complete the transaction. Receiving no response, the

Complainants formally revoked the resale arrangement on 26.08.2024. Further the complainants notified the Respondent No. 1 of their intent to retain the apartment and sought for registration in their names upon issuance of the Occupancy Certificate.

32. The Respondent No.1 contended that they have received the Commencement Certificate on 20/01/2017, from the Bangalore Mahanagara Palike. The respondent project was registered before RERA and permitted to complete the project on or before 31.12.2020. Thereafter it was extended until 30.09.2022. Due to the Corona pandemic and lockdown imposed by the Governments, there were delays on the part of the respondent No. 1 and it was unable to complete the project in time.

33. It is further submitted as per Clause No. 10 of the Construction agreement dated 13/03/2014, which is reproduced as follows;

> *"If the Second party desires to terminate this agreement for no cause the Second party shall notify the developer its intent to terminate in writing with acknowledgement. On such notice the construction agreement along with the agreement of sale shall stand terminated. The Developer will be able to sell the Schedule Apartment under the Scheme to any other purchaser and on the receipt of the sale consideration the entire amount so received will be paid to the Second party and balance will be taken by the Developer."*

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34. From the above clause it is clear that, the Second party/Complainants, if desires terminate the Construction agreement for no cause, the Developer have liberty) to re-sell the unit and collect the consideration from the subsequent purchaser and pay to the Complainants the advance sale consideration amount paid by him.

35. The Complainants have shown interest to terminate the agreement with an intention of availing buy back options and has given consent to re-sell the unit to third person and accept refund of the advance amount. Heeding to the request of Complainants, the Respondent No.1 has agreed to re-sell the

unit to the third person. Therefore, the respondent is liable to refund the amount with interest under section 18 of RERA Act for causing delay in delivery of possession and violation of the agreement.

36. The complainants filed an amendment application under Order 6 Rule 17 of CPC r/w Section 88 of RERA Act, and "deleted the prayer of cancellation of the respondent No.2 sale deed dated 15.05.2024, execution of sale deed in complainants favour". Added the prayer for "direct the Respondent No.1 to refund the entire sale consideration of Rs.2,87,98,492/-(Rupees Two Crores Eighty Seven Lakhs Ninety Eight Thousand Four Hundred and Ninety Two Only) along with interest from 10.07.2013 till realization and for compensation and litigation cost. Even though there is objection the amendment is in accordance with provisions of RERA Act, and according to Civil Procedure. In view of execution of sale deed in favour of Respondent No.2 the amendment is allowed.

37. It is pertinent note that the respondent No.1 is not in a position to cancel the sale deed executed in favour of respondent no.2 and consequently not in a position to execute the sale deed and hand over the possession to the complainants. The alternative remedy is available to the complainants for refund of the amount along with interest as per Section 18 and 19(4) of RERA Act. The higher market value of the property at the time of resale is also to be considered and it cannot be undervalued for the purpose of depriving the right of the complainants for refund with interest.

38. The Section 18 RERA Act stipulates that if a person fails to deliver possession, faces business discontinuation, or breach of the agreement the y must return the amount received with interest. Section 19(4) specifies that allottee is entitled to claim refund, interest, and compensation if the promoter fails to deliver possession or violates the agreement for sale. Therefore, the section 18 and section 19 (4) of the RERA act can be made applicable to this case.

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39. Hon'ble Supreme court in Appeal No.6750-57/2021 in the case of M/s Newtech promoters and developers Private Limited Versus State of UP & others, which is held as under:

"Section 18(1) of the Act spells out the consequences possession of an apartments, plot or building either in terms of the agreements for sale or complete the project by the date specified therein or on account of discontinuance of his business as a revocation of the registration under the Act or any other reason, the allotte/home buyer holds an unqualified right to seek refund of the amount with interest at such rate as may be prescribed in this behalf".

40. In the Judgment reported in Civil Appeal no.3581-3590 of 2020 at Para 23 between M/s Imperia Structures Limited Vs Anil Patni & Another by Hon'ble Supreme Court it is held that:

"In terms of section 18 of the RERA Act, if a promoter fails to complete or is unable to give possession of an apartment duly completed by the date specified in the agreement, the promoter would be liable, on demand , to return the amount received by him in respect of that apartment if the allottee wishes to withdraw from the project . Such right of an allottee is specifically made "without prejudice to any other remedy available to him". The right so given to the allottee is unqualified and if availed, the money deposited by the allottee has to be refunded with interest at such rate as may be prescribed. The proviso of section 18(1) contemplates a situation where the allottee does not intend to withdraw from the project. In that case, he is entitled to and must be paid interest for every month of delay till the handing over of the possession. It is upto the allotte to proceed either under section 18(1) or under the provision of section 18(1). The case of Himanshu Giri came under the later category. The RERA Act thus definitely provides a remedy to an allottee who wishes to withdraw from the project or claim return on his investment."

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41. The decisions relied by the complainants are as follows:

i) **Pioneer Urban land and Infrastructure Ltd. Vs Geetu Gidwani Verma and Anr.**
The National commission passed an order awarding interest for the period commencing from the date of payment of each instalment, till the date on which the amount was paid due to delay in handing over possession by applying Rule15 of the Haryana Real Estate (Regulation And Development) Rules, 2017 from the date of each instalment till realisation. Hon'ble Supreme Court upheld the decision.

ii) **Bangalore Development Authority v. Syndicate Bank (2007) 6 SCC 711**
When possession of the allotted plot/flat/house is not delivered within the specified time, the allottee is entitled to a refund of the amount paid, with reasonable Interest thereon from the date of payment till the date of refund.

iii) **Fortune Infrastructure & Anr. v. Trevor D'Lima & Ors (2018) 5 SCC 442 (Para No.15)**
A person cannot be made to wait indefinitely for possession of the flat allotted to him, and is entitled to seek refund of the amount paid by him, along with compensation.

iv) **Army Welfare Housing vs. Capt. Nagarajan Vasudeva Rao (Madras High Court- CMSA matter)**
Complainants are entitled for compensation for the delay as provided under Section 18 of the RERA Act. As per rule 18 of TNRERA Rules, the rate of interest shall be at the highest marginal cost of lending rate.

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42. It is also pertinent to know there is an interim order dated 23.09.2025 wherein this authority has directed the respondent No.1 not to create any further 3rd party interest, sell, lease, assign, and mortgage or otherwise alienate Flat No.C-802 in the "Century Ethos Project" until further orders. Therefore, the right interest and entitlement of the complainants are to be protected as per the provisions of RERA Act and Rules.

43. In view of admitted fact and on considering the terms of the agreement of sale and construction agreement it is clear that the parties are at liberty to terminate the agreement and notify the same to the other party and on such termination the developer will be able to sell the apartment under the scheme to any other purchaser. Upon such resale the sale consideration of the entire amount so received will be paid to the complainants and balance will be taken by the developer. Therefore, the respondent is liable to pay amount received from the complainants in view of receiving of sale consideration from Respondent No.2.

44. As per section 11(4) of RERA Act, the promoter shall be responsible for all obligations, responsibility and functions under the provisions this Act or the rules and regulations made there under to the allottees as per the Agreements of Sale.

45. Therefore, it is incumbent upon the Respondents to refund the amount with interest which is determined as under.

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Interest Calculation till 30/04/2017 (Before RERA)

S.NO	DATE	AMOUNT PAID BY CUSTOMER	NO OF DAYS	NO OF DAYS TILL	INTEREST @9%
1	10-07-2013	10,00,000	1390	30-04-2017	13,70,958
2	11-03-2014	17,59,698	1146	30-04-2017	4,97,247
3	24-02-2015	28,79,849	796	30-04-2017	5,65,239
4	21-04-2015	14,39,925	740	30-04-2017	2,62,737
5	22-09-2015	15,23,880	586	30-04-2017	2,20,190
6	06-12-2015	13,55,970	511	30-04-2017	1,70,852
7	26-06-2016	14,39,925	308	30-04-2017	1,09,355
8	12-09-2016	14,39,925	230	30-04-2017	81,661
9	14-11-2016	14,39,925	167	30-04-2017	59,293
10	19-12-2016	14,39,925	132	30-04-2017	46,866
11	17-02-2017	14,39,925	72	30-04-2017	25,563
12	18-03-2017	14,39,925	43	30-04-2017	15,267
13	15-04-2017	14,39,925	15	30-04-2017	5,325

S.NO	DATE	AMOUNT PAID BY CUSTOMER	NO OF DAYS	NO OF DAYS TILL	INTEREST @9%
14		2,30,38,797		TOTAL INTEREST (I1)	34,30,553

Interest Calculation From 01/05/2017 (After RERA)

S.NO	DATE FROM 01/05/2017	AMOUNT PAID BY CUSTOMER	NO OF DAYS	NO OF DAYS TILL	MCLR INTEREST X%	INTEREST RATE X+2%	INTEREST @X+2%
1	01-05-2017	2,30,38,797	3366	19-07-2026	8.15	10.15 as on 01-05-2017	2,15,64,882
2	05-06-2017	14,39,925	3331	19-07-2026	8.15	10.15 as on 01-06-2017	13,33,790
3	20-07-2017	14,39,925	3286	19-07-2026	8.15	10.15 as on 01-07-2017	13,15,771
4	25-02-2023	28,79,845	1240	19-07-2026	8.7	10.7 as on 15-02-2023	10,46,843
5	TOTAL AMOUNT	2,87,98,492				TOTAL INTEREST (I2)	2,52,61,286

Memo Calculation

PRINCIPLE AMOUNT (A)	INTEREST (B = I1 + I2 + I3) AS ON 19-07-2026	REFUND FROM PROMOTER (C)	TOTAL BALANCE AMOUNT (A + B - C)
2,87,98,492	2,86,91,839	0	5,74,90,331

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46. The purport and object of RERA Act is to develop and promote Real Estate sector and at the same time to safe guard the interest of Purchasers. The Act gives protection to homebuyer and enhanced transparency and "Accountability" in Real Estate transactions and ensure efficient project execution as per plan and dispute resolution.

47. Having regard to all these aspects and the cogent evidence placed on records and considering the amended prayer for refund with interest, it would be just and appropriate to direct the Respondent to refund the amount with interest to the Complainants. The original prayer of cancellation of respondent No.2's sale deed dated 15.05.2024 and execution of sale deed in favour of complainants does not arise for the determination

in view of deletion of this prayer in the amendment application. Accordingly the point No.1 is answered in the partly Affirmative.

48. The final order in the present complaint could not be passed within the stipulated period as prescribed under section 29(4) of the Real Estate (Regulation and Development) Act of 2016 due to multiple adjournments sought by Advocates/Parties and other procedural reasons.

49. **Findings on point no.2**: In view of the above discussion, this complaint is deserves to be partly allowed. Hence, I proceed to pass the following:-

ORDER

In exercise of the powers conferred under section 31 of the Real Estate (Regulation and Development) Act, 2016, the complaint bearing No.00877/2025 is hereby partly allowed as under:

i) The Respondents are hereby directed to refund the amount of Rs.5,74,90,331/-(Rupees Five Crores Seventy Four Lakhs Ninety Thousand Three Hundred and Thirty One Only) with interest calculated at the rate of 9% from 10.07.2013 till 30.04.2017 and at the rate of MCLR + 2% from 01.05.2017 till 19.07.2026 as per RERA Act and Rules to the complainants within 60 days from the date of this order.

ii) The interest due from 20.07.2026 up to the date of final payment will be calculated likewise and paid to the Complainants as per the order.

iii) The prayer of the complainants for cancellation of respondent No.2's sale deed dated 15.05.2024 and execution of sale deed in their favour does not arise for the determination in view of deletion of this prayer in the amendment application.

iv) The complainants here by directed to approach the Adjudicating Officer to the relief of compensation as per RERA Act.

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v) The Complainants are at liberty to enforce this order in accordance with law, if the Respondents fails to comply with the same.

No order as to costs.

(RAKESH SINGH)
CHAIRMAN
K-RERA

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