



**KERALA REAL ESTATE REGULATORY AUTHORITY  
THIRUVANANTHAPURAM**

**Complaint No. 132/2021**

Present: Sri. P. H Kurian, Chairman  
Smt. Preetha P Menon, Member

Dated 5<sup>th</sup> September 2023

**Complainants**

Nirmala V Prabhu & Srithish M Prabhu,  
Vembrakkatt, Kalabhavan Road,  
Kochi- 682018

[By Adv. Rajashekarani]

**Respondents**

1. P A Jinas  
Managing Director  
M/s Galaxy Homes Pvt. Ltd.  
M G Road, Kochi- 6820358
2. M/s Galaxy Homes Pvt Ltd,  
Registered Office, Rajaji Road,  
Kochi- 680018

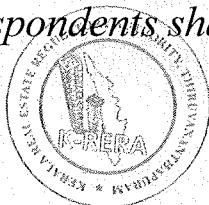
[By Adv. Thomas John]



The Counsel for the Complainants, Adv. Rajasekharan and the counsel for the Respondents, Adv. Thomas John attended the hearing.

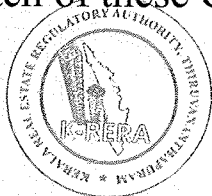
## ORDER

1. The Complainants are allottees in the project Galaxy "Cloud Space" developed by the Respondents. The Authority issued an order dated 24/06/2021 in Complaints No. 206/2020, 222/2020, 254/2020 & 46/2021 filed by the allottees of the same project in which it was directed as follows: (1) *The Respondents shall complete the works related to essential services, mutation of flats in the name of Complainants, etc. within One month and complete and hand over, the whole project 'Galaxy Cloud Space' to the Complainants, in all respects as committed/promised to them, along with all the amenities and facilities as agreed as per the agreements entered into with them and with all the mandatory sanctions / approvals required to be received from the Authorities concerned, on or before 30.12.2021 without fail.* (2) *The Association of allottees formed and registered, to monitor the progress of works and make sure that the work is being carried out as per the Work Schedule given in the Exbt. B1 affidavit marked in the above said complaints and it was informed that in case of any default on the part of the Respondent, the Association can approach the Authority seeking further intervention.* (3) *The Respondents shall complete the executions of*

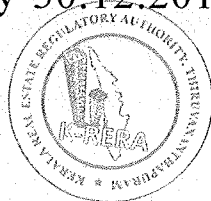


*all sale deeds, if any, related to apartments / common areas of the project within the said time frame. (4) The Respondents shall handover all the documents pertaining to the project such as a) title deeds of land, b) permits/sanctions/approvals/NOCs, etc, c) all drawings of electricity, plumbing, etc. to the Association within one month from the date of receipt of the order, and (5) the Respondents shall submit before the Authority, the compliance report in the form of an affidavit on or before 03-01-2022 after serving copies to the Complainants.* It was also specified that in the event of any non-compliance of the order by the Respondents, the Authority shall initiate severe penal actions as provided under Section 63 of the Act. The said Complaints were posted for further hearing separately on adjudication of interest claims filed by each one the Complainants.

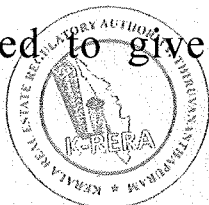
2. Thereafter above complaint No. 132/21 came along with other new Complaints No. 129/2021, 203/2021, 133/2021 172/21, 243/21, 50/22, 73/22, 96/22 & 153/22 filed by some other allottees in the same project and the Authority, vide orders dated 26/07/2021 & 23/07/2022, had made the aforementioned previous order dated 24/06/2021 applicable, to these Complaints and decided to hear the claims on interest for delay on a later date. Accordingly, the interest claims on the above said Complaints were heard together on 05/09/2023 and decided to pass orders separately in each of these Complaints.



3. The facts of the Complaint are as follows: - The Complainants had booked a flat of the Respondent builder, M/s Galaxy Homes at their project at Ernakulam on 12.10.2015 by paying the booking amount of Rs. 25,000/-. But later the project was dropped by the Respondents and offered another flat at their project "Cloud Space" near Info Park, Kakkanad. As there was no other alternative, the Complainants had to accept the offer and was allotted a three-bedroom flat at 4<sup>th</sup> floor of Cloud Space, Numbered A-4. Total amount payable was intimated as Rs. 39,66,972/, Consideration for undivided share of land was Rs. 1,36,752, the Cost of Construction including Car Parking and all Statutory Expenses was Rs. 38,21,000. Subsequently, two agreements were signed on 05.04.2016, one for sale of undivided share of the aforesaid property, for a consideration of Rs. 1,36,752, and other for construction cost for Rs. 38,21,000/-. An amount of Rs. 7,50,000/- was collected at the time signing agreements as 2<sup>nd</sup> payment. Thereafter all instalments of payments were made to the Respondents well before the due date as described in the schedule. For this purpose, the Complainants availed a home loan of Rs. 30,00,000 from State Bank of India, Palarivattom on 26.09.2016. The total payment of Rs. 39,66,972 was made by the Complainants by 30.12.2016. As per agreement, the flat,



completed in all respects, was to be handed over on or before 28.02.2017. So, after the final payment, as the Respondent failed to complete and hand over the flat, the Complainants made regular and repeated calls to the Respondent's office but the Respondents were not providing any specific reply on the matter. By that time, the repayment of EMI towards the home loan availed by the Complainant started by 01.01.2017. Despite repeated communications over telephone and follow up in person the Complainants failed to get a satisfactory response from the Respondent. Later, in the wake of many repeated discussions the Respondents agreed in writing, to pay the Complainants a monthly compensation of Rs. 8000/- per month from the month of September 2017. But that undertaking by the Respondent remained only in paper, no payment was made by the Respondents. As the Respondents refused to pay the agreed monthly compensation and failed to handover the flat, the Complainants were constrained to file a Complaint with Ernakulam Central Police Station. Following this police complaint, Respondents' representative was summoned to the police station by the SHO and quizzed about reasons for refusal to pay agreed compensation amount and undue delay in completion of flat. There upon, the Respondent's representative promised that the flat would be completed and keys will be handed over within a week's time. But they declined to give any assurance on payment of



compensation agreed as per aforesaid letter. Later when the assurance in the presence of SHO of police was neglected by the Respondents, again, as a result of Complainant's follow up, Respondent was summoned for a second time where they promised handing over to a revised date, as 30<sup>th</sup> July, 2020. Accordingly, the key was handed over to the Complainants on 27<sup>th</sup> July 2020. However, the parking area work was not completed which is still in suspense. Though the keys are handed over, flat was not complete as per the terms of agreement nor it was fit for occupation. Moreover, there was little progress on the completion works which were being dragged in a most negligent manner. At the time of handing over, the Respondents made the Complainants sign, under pressure, certain undertakings which were in contravention to the terms of agreement and not acceptable to the Complainants. On all the aforesaid occasions of violations, on the part of the Respondents, the Complainants tried to meet the Managing Director, Mr P.A Jinas, but he refused to meet the Complainants, rather remained behind the scene. The representatives of the Respondents used to turn up and give false promises which never materialized. When the completion of flat was delayed the entire pension amount was being drained out for payment of EMI. Such a miserable situation was caused due to breach and violations committed by the Respondent. The reliefs sought was to issue appropriate

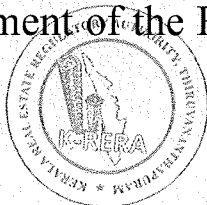


orders to the Respondent to complete the flat in all respects as per agreement and fit for occupancy, interest for delayed completion and handing over of flat at the rate of 18% per annum from date of handing over as per agreement, completion of flat in all respects. The Complainant had produced along with the Complaint, copies of the agreement for construction, receipts of payment, letter issued by the Respondents to the Complainants offering compensation for the delay occurred from the side of the Respondents. Additionally, the Complainant has produced calculation statement for interest claim and additional payment receipts.

4. The Respondents filed statement of objection to the Complaint and submitted that the Complaint is not maintainable under law as admittedly the Complainants are claiming reliefs based on an agreement executed on 05-04-2016. The project was formulated by the Respondents in 36.39 Ares of land situated at Ernakulam with 140 apartments. The agreement for sale and agreement for construction were executed on 05-04-2016 stipulating the conditions including the payment schedule. Clause 4 of the Agreement for Construction executed between the Complainants and the Respondents on 05-04-2016 is as follows-  
*“The First party shall construct the apartment as per the specifications attached thereto and try the utmost possible to finish the work on or before 31<sup>st</sup> 03, 2016 provided the entire amount due*



*to the First Party from the Second Party including statutory charges has been paid by the Second Party. Possession will be handed over within 180 days from the date of paying the entire consideration including statutory charges".* The date of handing over of possession has not become due since admittedly, the Complainants have not paid the entire consideration including statutory charges as agreed by the parties and the amount as per the final bill was only paid on 24/07/2020 and the possession was handed over accordingly. The Respondents produced the occupancy certificate dated 27/05/2020 and 27/01/2021. The Respondents also submitted that the claim for interest calculation was against the settlement terms and as per the agreement, the completion of construction is subject to the payment of the entire amount due. According to the Respondents, the project was completed in spite of the fact that the Complainants have not paid the entire amount agreed to be paid as per the construction agreement, and no cause of action for filing the above Complaint has arisen. It was further submitted that Article 20(1) of the constitution of India stipulated that no person can be prosecuted and punished for an Act which was not made an offense at the time of its commission and the reliefs sought for in the above Complaint by the applicants are in the nature of a penalty which cannot be granted in view of said constitutional protection. The penal provision as above could be invoked only for agreements executed after the commencement of the RERA Act. It was also submitted





that the Act came into force in the State of Kerala vide Notification No. G.O (P) No. 65/2019/LSGD dated 05/12/2019. Therefore, the provisions of the Act do not have any application to the facts and circumstances of the case. The Respondents submitted that there was a huge delay on the part of the Complainants in remitting the installments as well as the balance payments as agreed. The interest calculation submitted by the Complainants is not correct. The Complainants have no right to claim interest for the amounts paid by Complainants and he is liable to pay the interest for delay in remitting instalments and the balance amount. Hence the Respondents prayed to dismiss the Complaint. The copies of Occupancy certificates and the final bill are produced by the Respondents.

5. The project in question is a registered project before this Authority under Section 3 of the Real Estate (Regulation & Development) Act 2016 [hereinafter referred to as the "Act 2016"] in which the proposed date of completion is shown as 04/06/2022. On perusal of the web page concerned, the Respondents have uploaded the occupancy certificate and the final fire NOC obtained for the project in question but the Respondents have neither uploaded Form-6 showing completion of the project nor taken any steps for extension of registration as provided under the provisions of the Act 2016 despite notice from the Authority.



6. Heard both parties of the above complaint in detail. The documents produced from the part of the Complainants are marked as Exbts.A1 to A4. The documents produced from the part of the Respondents are marked as Exbts.B1& B2. After hearing the counsels on either side and perusing the pleadings and documents submitted by both parties with respect to the claim of the Complainants for interest for delay, the following points are being considered and decided herewith:

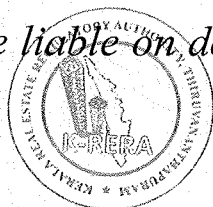
- 1) Whether the Respondents/Promoters failed to complete or were unable to hand over possession of the apartment to the Complainants, in accordance with the terms of the agreement or duly completed by the date specified therein or not?
- 2) Whether the Complainants herein are entitled to get interest for delay in completion and handing over possession of the apartment as provided under Section 18(1) of the Act, 2016 or not?

7. **Points No. 1&2:** The documents produced by the Complainants are marked as Exhibits A1 to A4. **Exhibit A1** is the construction agreement dated 05/04/2016 executed between the Complainants and the Respondent No. 2 company represented



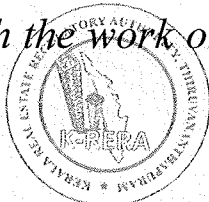
by Respondent No. 1 for constructing a three-bedroom apartment having a built-up area of 1121 sq. ft on the fourth Floor in the said project for a construction cost of Rs. 38,21,000/- in which the promised date of completion is shown as 28/02/2017 with 180 days grace period. **Exhibit A2** series is the copies of the receipts of payment made by the Complainants to the Respondents. **Exhibit A3** is the letter issued by the Respondent to the Complainants offering compensation for delay. **Exhibit A4** is the calculation statement. The documents produced by the Respondents were marked as Exhibits B1 to B2. **Exhibit B1(a)** is the copy of the Occupancy Certificate dated 27/05/2020 and the **Exhibit. B1(b)** is the copy of Occupancy Certificate dated 27/01/2021. The final bill has been produced by the Respondents which is marked as **Exhibit B2**.

8. As mentioned above, the other reliefs sought in the above complaint have already been adjudicated and order has been passed, the only prayer to be considered herewith is for the direction to pay interest for delay in completion and handing over the apartment allotted to the Complainants. According to Section 18(1) of the Real Estate (Regulation & Development) Act 2016 [hereinafter referred to as “the Act, 2016”], “If the promoter fails to complete or is unable to give possession of an apartment, plot or building, in accordance with the terms of the agreement for sale or, as the case may be, duly completed by the date specified therein; 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 the 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.*” It is obvious that Section 18(1) of the Act, 2016 is applicable in cases where the promoter fails to complete or is unable to give possession of an apartment, plot, or building in accordance with the terms of the agreement for sale duly completed by the date specified therein. Moreover, Section 18 (1) of the Act, 2016 clearly provides two options to the allottees viz. (1) either to withdraw from the project and seek refund of the amount paid with interest and compensation (2) or to continue with the project and seek interest for delay till handing over of possession. Here, the Complainants have opted to continue with the project and claimed interest for delay in handing over possession of the apartment to them.

9. Here, as per the Exbt. A1 agreement, Clause No. 4 is as follows: *“The First party shall construct the apartment as per the specifications attached hereto and try the utmost possible to finish the work on or before the 28<sup>th</sup> day of February,*

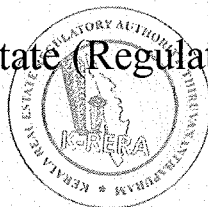


*2017 provided the entire amount due to the First Party from the Second Party including statutory charges has been paid by the Second Party. Possession will be handed over within 180 days from the date of paying the entire consideration including statutory charges.”* Exhibit. A1 agreement is seen executed by the Complainants and the Respondent No. 2 Company represented by Respondent No. 1/Managing Director on 05/04/2016 as per which the promised date of completion and handing over was 28/02/2017 with a grace period of 180 days. According to the learned counsel appeared for the complainants, the Respondents handed over the key to the complainants and possession of the apartment was taken over only on 27.07.2020 which is admitted by the Respondent. It is admitted by the Respondents that the Occupancy Certificate has been obtained for the project only on 27-01-2021. It feels strange that the learned counsel for the Respondents/Promoter produced copies of 2 Occupancy certificates for the same project dated 27-05-2020 and 27-01-2021 and on examination of the said certificates issued by the local authority, it could be seen that the one issued later on 27-01-2021 is the final Occupancy Certificate for the building. In fact, the earlier one dated 27/05/2020 was a partial occupancy certificate for certain area issued on demand of the Promoter, the Secretary of the said local authority/Thrikkakkara Municipality signed on it ought to have shown specifically that it was only a “partial occupancy certificate.” Surprisingly, both of these certificates bear the same



heading “Occupancy Certificate” and both certify that “.....  
*inspected by me and the work executed is in accordance with the  
 permit and the building is now fit for occupation/use.*” However,  
 this Authority made it clarified time and again that as per the  
 Scheme of the law, what the provisions concerned of the Act 2016  
 and Rules 2018 made thereunder envisioned was not a partial or  
 conditional Occupancy Certificate, but it was the final Occupancy  
 Certificate, issued by the Competent Authority, certifying the  
 completion of the project in all respects. As pointed out by several  
 orders of this Authority, even the so-called “final Occupancy  
 Certificates” issued by the local authorities now in accordance with  
 the prevailing Building Rules in the State do not constitute the  
 completion of the whole project as promised to the allottees as per  
 the terms of the agreements executed with them by the Promoter  
 instead these can only be considered only as proof of completion  
 of the building/s concerned in accordance with the approval plan.  
 The Respondents/Promoters, being well aware of these facts, are  
 supposed to be more careful before submitting such misleading  
 contentions and documents before this Authority.

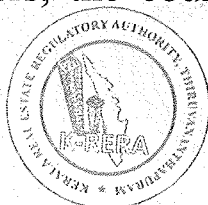
10. Regarding the issue of maintainability raised by  
 the Respondents/Promoters, it is pertinent to note that the projects  
 that are not completed and have not received the Occupancy  
 Certificate on the date of commencement of the Act come under  
 the fold of the Real Estate (Regulation & Development) Act 2016



and in this case, it is evident that the project has not completed till date, as promised to the Complainants. In the judgement passed in *M/s New Tech Promoters & Developers Pvt Ltd. Vs State of U P & Others*, the Hon'ble Supreme Court of India confirmed that the Act 2016 is "retroactive" in nature and made observations in this regard as follows:

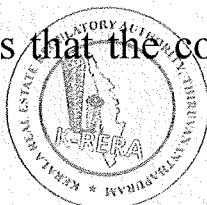
*"the clear and unambiguous language of the statute is retroactive in operation and by applying purposive interpretation rule of statutory construction, only one result is possible, i.e., the legislature consciously enacted a retroactive statute to ensure sale of plot, apartment or building, real estate project is done in an efficient and transparent manner so that the interest of consumers in the real estate sector is protected by all means and Sections 13, 18(1) and 19(4) are all beneficial provisions for safeguarding the pecuniary interest of the consumers/allottees. In the given circumstances, if the Act is held prospective then the adjudicatory mechanism under Section 31 would not be available to any of the allottee for an ongoing project. Thus, it negates the contention of the promoters regarding the contractual terms having an overriding effect over the retrospective applicability of the Act, even on facts of this case".*

11. Even though, we had clarified many times through our previous orders, the counsel for the Respondents has been



continuously raising the very same contention in all the reply statements that ‘the relief sought for by the Complainants cannot be granted in view of the constitutional protection given as per Article 20 of the Indian Constitution’. We would clarify it again that according to Article 20(1) *“No person shall be convicted of any offence except for violation of the law in force at the time of the commission of the act charged as an offence, nor be subjected to a penalty greater than that which might have been inflicted under the law in force at the time of the commission of the offence”* which means that if an act is not an offence at the date of commission, it cannot be an offence at the date subsequent to its commission. Even before the induction of the Act 2016, the Promoters were not having any right to violate the terms of the agreement executed with the homebuyers and cheat them after grabbing their hard-earned savings. Above all, it is to be noted that Article 20(1) provides constitutional protection to individuals charged against criminal offences prohibited by law but in case of civil liberties or civil proceedings, Art 20(1) shall not be applicable which was made clear by the Hon’ble Apex Court through a lot of judgements. Anyhow, during the final hearing, the Respondent has not pressed on the issue of maintainability as raised through his pleadings.

12. Here, the learned counsel for the Respondents mainly raised arguments that the completion date was subject to





the performance from the part of the Complainants but the Complainants failed to perform by making delay in the payments as per the agreement and hence delay in the progress of works will not constitute a breach on the part of the promoter. He also argued that a person raising the claim of breach of contract should have come with clean hands, by performing his part of the agreement, but the Complainants herein had violated the terms of the agreement when he failed to pay monthly instalments. Anyhow, on examination of Exhibit A2 series, it reveals that the Complainants had made most of the payments before the handing over date. With regard to the contentions raised by the Counsel for the Respondent/Promoter that there was failure on the part of the Complainants in paying instalments on time, no documents/communications were produced from the side of the Respondents to substantiate this contention because the Respondents could have sent notice of cancellation of booking to the Complainants at the time of the alleged delay in making payments, by invoking provisions under Section 19(5) and (6) of the Act, 2016 and under Clause 9.3 of 'Annexure 'A' Agreement for sale' under Rule 10 of the Kerala Real Estate (Regulation and Development) Rules, 2018. Here, Exhibit B1/ occupancy certificate dated 27-01-2021 reveals that the construction according to the approved plan was completed only on 27-05-2020. Exbt A3 letter also reveal that the Respondents could not complete and hand over the apartment on time as promised as per



the agreement. In view of this, the Respondents have no right to blame the Complainants for any delay/irregularity in payments. Here, the promised date of completion and handing over was 28-02-2017. But possession of the apartment was handed over only on 27-07-2020 according to the Complainants. It can be seen that the delay in final payments occurred due to the non-completion of work as promised by the Respondent/Promoter. As the Complainants had availed loan from a financial institution, the payments have been done through the said institution itself and obviously if there is no satisfactory progress in the works, such institutions will not disburse installments. As stated above, Exhibit B1 occupancy certificate shows that the Respondents could not complete the project as promised and apart from that, the registration web page of the project in question reveals that the Project is not completed even now as the Respondent/Promoter has not yet uploaded Form-6 Certificate showing completion of the project. The Exbt. A3 letter. sent by the Respondent to the Complainant also corroborates the case of the Complainants that the Respondent has grievously failed to complete the project and hand it over to them on the date of promise as per the terms of the agreement.

13. Under Section 11(4) of the Act, 2016, the Respondent/Promoter is responsible to obtain the occupancy certificate, from the Competent Authorities and under Section 17



of the Act, 2016 after which, he is duty bound to hand over physical possession to the allottees. Section 17 of the Act, 2016 stipulates that “*conveyance deed in favour of the allottee or the association of the allottees or the competent authority, as the case may be, under this section shall be carried out by the promoter within three months from date of issue of occupancy certificate. After obtaining the occupancy certificate and handing over physical possession to the allottees in terms of sub-section (1), it shall be the responsibility of the promoter to hand- over the necessary documents and plans, including common areas, to the association of the allottees or the competent authority, as the case may be, as per the local laws: Provided that, in the absence of any local law, the promoter shall handover the necessary documents and plans, including common areas, the association of the allottees or the competent authority, as the case may be, within thirty days after obtaining the occupancy certificate”.* It was observed by the Hon’ble Supreme Court in its judgement **Wg. Cdr. Arifur Rahman Khan & others vs Dlf Southern Homes Pvt. Ltd.**, as follows:

*“Judicial notice ought to be taken of the fact that a flat purchaser who is left in the lurch as a result of the failure of the developer to provide possession within the contractually stipulated date suffers consequences in terms of agony and hardship, not the least of which is financial in nature. The amount of interest represents compensation to the beneficiaries who are deprived of the use of the investment which has been made and will take into its ambit*



*the consequence of a delay in not handing over possession.”* Even if the Complainants/allottee had made delay in any payment of instalments, the Promoter has undoubtedly made use of the investments of the Complainants’ hard-earned money for the past years and failed to complete the work and hand over possession as per the terms of the agreement.

14. It is obvious that Section 18(1) of the Act, 2016 is applicable in cases where the promoter fails to complete or is unable to give possession of an apartment, plot or building in accordance with the terms of the agreement for sale duly completed by the date specified therein. As per Exbt.A1 the Respondents should have handed over possession of the apartment on 28-02-2017, and the Complainants could take over possession within the grace period. Since the Respondents could not hand over possession as per the terms of the agreement, the Complainants are eligible to get interest for every month of delay as per the proviso to Section 18(1) of the Act, 2016. Proviso to sec 18(1) provides that “where the 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.” It will not be out of place to mention here, certain remarkable observations made in this regard by the Hon’ble Supreme Court of India in its Judgement dated 11/11/2021 of *M/s*



***Newtech Promoters and Developers Pvt. Ltd Vs State of UP & Others*** as follows:

*“ If the Promoter fails to give possession of the apartment plot or building within the time stipulated under the terms of the agreement regardless of unforeseen events or stay orders of the Court/Tribunal, which is in either way not attributable to the allottee/homebuyer, the promoter is under an obligation to refund the amount on demand with interest at the rate prescribed by the State Government including compensation in the manner provided under the Act with the proviso that if the allottee does not wish to withdraw from the project, he shall be entitled for interest for the period of delay till handing over possession at the rate prescribed”.*

15. In view of the facts and findings discussed in the foregoing paragraphs, it has been revealed beyond doubt that the Respondent/Promoter has failed to complete and hand over possession of the apartment as promised to the Complainants herein and hence the Complainants are entitled to get interest for delay in handing over possession as provided under Section 18(1) of the Act 2016. Points No. 1 & 2 are answered accordingly in favour of the Complainants.



16. In the instant case, the Complainants had remitted **Rs. 39,66,972/-** to the Respondents and the Complainants prayed for interest for the delayed months. According to the complaint, the Complainants have paid the amount of Rs.39,66,972/- fully before the promised date of completion, i.e. on 28.02.2017. As the Respondent/ Promoter is a defaulter, he is not entitled to get the benefit of the grace period mentioned in the Exhibit A1 agreement. Here, the handing over of the apartment has been done by the Respondents only on 27.07.2020. The respective dates of payments and amounts in total are as follows:

Date	Amount in Rs.
12.10.2015	25,000/-
23.10.2015	7,50,000/-
29.09.2016	24,32,500/-
24.10.2016	2,00,720/-
07.11.2016	1,87,252/-
05.12.2016	1,85,000/-
30.12.2016	1,86,500/-
<b>Total</b>	<b>39,66,972/-</b>

17. As the Complainants are found entitled to get interest for the delayed handing over of possession, the Respondents are liable to pay interest to the Complainants as per the proviso to



Section 18(1) of the Act, 2016. Hence the Complainants herein are entitled to get interest for the period from 1/03/2017, the promised date for handing over till 27.07.2020, the date of handing over possession, on Rs. **39,66,972/-** which is the total amount paid by him. As per Rule 18 of Kerala Real Estate (Regulation & Development) Rules 2018, the rate of interest payable by the Promoter shall be State Bank of India's Benchmark Prime Lending Rate Plus Two Percent and shall be computed as simple interest. The present SBI PLR rate is 14.85% with effect from 15/03/2023. Hence, it is found that the Respondents are liable to pay interest on the amounts paid as mentioned above @ 16.85 % [14.85 (current BPLR rate) +2%].

18. On the basis of the facts and circumstances of the case, as detailed above and by invoking Section 37 of the Real Estate (Regulation & Development) Act, 2016, the Respondents are hereby directed as follows:

1) The Respondents shall pay to the Complainants, simple interest @ 16.85% per annum, for Rs. 39,66,972/-, the amount paid by the Complainants, for every month from 01/03/2017 till 27/07/2020.

2) If the Respondents fail to pay the aforesaid amount of interest as directed above, within a period of 60 days



from the date of receipt of this order, the Complainants are at liberty to recover the amount from the above Respondents and their assets by executing this decree in accordance with the Real Estate (Regulation & Development) Act and Rules.

Sd/-  
Smt. Preetha P Menon  
Member

Sd/-  
Sri. P H Kurian  
Chairman

/True Copy/Forwarded By/Order/



  
Secretary (Legal)



**APPENDIX****Exhibits on the side of the Complainants**

- Exhibit A1 : Copy of Agreement for Construction
- Exhibit A2 series : Copies of the receipts of payment made  
by the Complainants.
- Exhibit A3 : copy of the letter issued by Respondent to the  
Complainant.
- Exhibit A4 : calculation statement.

**Exhibits on the side of the Respondents**

- Exhibit B1 : True Copy of Occupancy Certificates  
issued by Thrikkakara Municipality
- Exhibit B2 : Final Bills

