



**KERALA REAL ESTATE REGULATORY AUTHORITY  
THIRUVANANTHAPURAM**

Present: Smt. Preetha P Menon, Member

**Complaints No. 61/2022 & 93/2022**

Dated 28<sup>th</sup> April 2023

**Complainants**

Sivakumar S : Complaint No 61/2022  
68/1610, Mughal Tower  
Kamaleswarm, Manacaud,  
Thiruvananthapuram,

Ajithkumar K.R., : Complaint No 93/2022  
Kuzhupadikkal Veedu,  
Karattupallikkara,  
Perumbavoor P.O.,  
Ernakulam District.  
PIN. 683542

(By Adv. Babu. P. Pothencode)

**Respondent**

M/s Sowparnika Projects,  
Represented by its Authorised Partner  
S. Sreenivsan  
Vettikkulam Arcade,  
Mar Ivanios College,  
Main Gate, Nalanchira P.O.,



Thiruvananthapuram

(By Adv. V.Ajakumar)

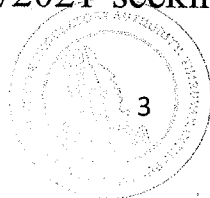
The above complaints came up for final hearing on 27/01/2023. Counsels for the Complainants and Counsel for the Respondents attended the virtual hearing.

### **COMMON ORDER**

1. As the two Complaints are with regard to the same project 'Souparnika Riverview Garden' developed by the same promoter and the cause of action and the relief sought in both the Complaints are one and the same, the two Complaints are clubbed and taken up together for joint hearing for passing common order, as provided under Regulation 6(6) of the Kerala Real Estate Regulatory Authority (General) Regulations, 2020.

2. Earlier the above two complainants who are the allottees of the project 'Souparnika Riverview Garden' filed two Complaints No. 120/2020 & 90/2020, against the same Respondent/Promoter seeking mainly the direction to the Respondent/Promoter to complete the construction work and hand over possession of Apartment within one month along with some other prayers. After hearing the said complaints, this Authority passed common final order dated 08-03-2021, on the basis of the confirmation and undertaking by the Respondent and with the consent of the Complainant, wherein it was

directed the Respondents to form the Association of Allottees as per the provisions laid down under Section 11(4) (e) and Section 19 (9) of the Act and also to complete and handover the Project "Souparnika Riverview Garden" to the Complainants, in all respects as committed/promised to them, along with all the amenities and facilities and mandatory sanctions/ approvals required to be received from the Authorities concerned, on or before **31-08-2021** without fail and also specifying that, in case of any default from the part of the Respondent/Promoter to comply with the said direction, the association can approach this Authority. The Respondent was also directed to submit before this Authority the compliance report in the form of an affidavit on 01-09-2021. Even though the Complainants sought interest for delay through the said complaints, the Authority advised them to approach with the said claim after getting the apartment completed and handed over. In spite of the fact that the allottees of such a project are conferred with unfettered rights to get interest for delay in getting their apartments, awarding such claims at a stage before completion may affect the progress of work in the total project and thereby the interests of the remaining allottees who have been waiting for their dream homes for a long time. Being a Regulatory Authority, we have to make sure that such delayed projects are being completed and handed over to all of its allottees at the earliest possible date by the Promoters and hence we are of the view that the first priority should be given for the completion and handing over of the whole project. Anyhow, the Respondent filed I.A. 131/2021 seeking extension for complying the



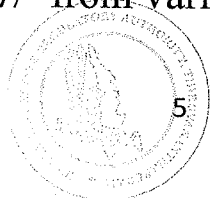
said order, stating that they could not complete the works, in view of scarcity of labour and non-supply of lifts, doors and other building materials due to Covid-19 pandemic. Both parties were heard again and an order dated 12-10-2021 has been passed directing the Respondent to complete and handover the Project 'Souparnika Riverview Garden' to the Complainants in all respects as committed /promised to them, along with all the amenities and facilities and mandatory sanctions/ approvals required to be received from the Authorities concerned, **on or before 30-10-2021.**

3. Now, the said Complainants filed above Complaints claiming interest for delay in completion of their apartments. It is submitted by the Complainant in Complaint No. 61/2022 that the flat was handed over only on October, 2021 after paying an amount of Rs 1,98,250/- towards balance amount of consideration. He alleges that the association of allottees is not formed till date, electric connection is not from the general pool of KSEB, whereas, supply is from temporary connection, no water supply from KWA, whereas it is from borewell, retaining wall on the river bank is not constructed and the car porch is not constructed and the flat was handed over to him with the above-mentioned deficiencies. The Complainant in Complaint No. 93/2022 also raised similar allegations and stated in the complaint that he had not taken possession in view of above deficiencies.

4. The case of Complainant in Complaint No 61/2022 is as follows: He is an allottee in the project, "River View Garden Phase V"

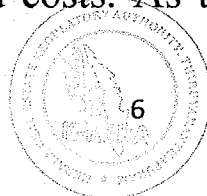


Block I, located in Nemom village, developed by the Respondents. Two agreements, one for sale and another for construction were signed on 13-06-2018. The total agreed consideration was Rs.27,93,228/- and the Respondent further agreed to execute sale deed and hand over possession of the flat by October 2018 with a grace period of six months. According to the Complainant, on 13-06-2018 itself, the Complainant, Respondent and the State Bank of India Manacaud branch had entered in to a tri-partite agreement, as per the terms the SBI had disbursed an amount of Rs. 21,10,781/ to the Respondent as per schedule in the agreement for construction, but the Respondent not completed the work before October, 2018 and hence the Complainant filed Complaint No 126/2020 before this Authority, praying direction to complete the construction and hand over possession, compensation, interest and costs. He states that as the Respondent was ready and willing to complete the work and hand over possession of apartment, the Authority passed order dated 08-03-2021, and thereafter as per request of the Respondent, extension of time was granted up to 30-09-2021 and the possession was handed over on October, 2021 only with the deficiencies in completion as mentioned above. The Complainant appended a payment schedule showing details of payments made from 14-05-2018 to 23-03-2019. The agreed date of transfer of possession was on 30-10-2018, with a grace period of 6 months, so the date of handing over of possession was on 30-04-2019. The Complainant has produced a revised calculation statement as per which, he claims interest for Rs. 21,77,587/- from various dates from 07-02-2018 to 21-

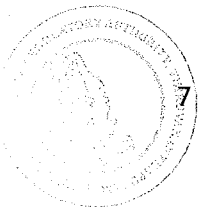


10-2021, the actual date of handing over has been claimed. The Complainant claims Rs 12,02,900/- by way of interest @ 14.3%. The copies of the agreement for sale, agreement for construction, copy of tri-partite agreement copy of payment schedule, copy of tenancy agreement between the Complainant and the house owner, copy of Common order dated 08-03-2021 by the Authority are enclosed.

5. The Complainant in Complaint No. 93/2022 states that he is an allottee in the same project, "River View Garden Phase V" Block I, located in Nemom village, developed by the same Respondents and two agreements, one for sale and another for construction were signed on 26-07-2016. The total agreed consideration was Rs. 17,70,000/- and the Respondent further agreed to execute sale deed and hand over possession of the flat by October 2018 with a grace period of six months. According to the Complainant, on 26-07-2016 itself, the Complainant, Respondent and the State Bank of India Manacaud branch had entered in to a tri-partite agreement, as per the terms the SBI had to disburse an amount of Rs. 17,70,000/ to the Respondent as per schedule in the agreement for construction. The Complainant had paid an amount of Rs. 14,71,613/- in between dates 03-08-2016 and 22-10-2018 but the Respondent had not completed the work before October, 2018 and hence the Complainant filed Complaint No 90/2020 before this Authority, with prayer for direction to complete the construction and hand over possession with building number, compensation, interest and costs. As the Respondent was ready and



willing to complete the work and hand over possession of apartment, the Authority passed order dated 08-03-2021, and thereafter as per request of the Respondent, extension of time was granted by the Authority up to 30-09-2021. When the Complainant was informed by the Respondent/Promoter in October 2021 that the flat was completed, the Complainant visited the spot in November and on physical verification it was found that outside the whole building and public area were still having 70% of undone work, also there was no lift, no handrail on the staircase, outside walls and floors were not plastered. The place meant for carparking was found slushy and there were not even proper lighting and water facilities, it was totally uninhabitable and unsafe and unsecured to live in the flat with applicants' kids and elderly mother. The five specific directions issued by the Authority on 08-03-2021 were not complied. The deficiencies of the apartment that electric connection was not from the general pool of KSEB, whereas, supply is from temporary connection, no water supply from KWA, whereas it is from borewell, retaining wall on the river bank not constructed, car porch was not constructed are still continuing so the applicant has not taken possession of the apartment. The Complainant appended a payment schedule showing details of payments made from 03-08-2016 to 25-10-2021, as per which he paid Rs. 16,36,000/-. The agreed date of transfer of possession was on 30-10-2018, with a grace period of 6 months, so the agreed date of handing over of possession was on 30-04-2019. The Complainant has appended a calculation statement as per which, an interest of Rs 8,97,848- has been claimed



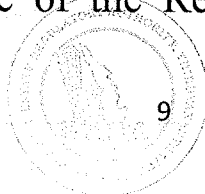
for the payment made on various dates from 03-08-2016 to 25-10-2021. The Complainant claims interest for an amount of Rs 15,87,159/- only @ 14.3%. The copies of the agreement for sale, agreement for construction, copy of tri-partite agreement copy of payment schedule are enclosed.

6. In the reply statement filed in both the Complaints, the Respondent had denied the allegations and stated that as per the agreements for construction, the Complainant should pay consideration in accordance with the progress of construction given in the payment schedule. When payment schedule is agreed upon between parties, there is no significance in the tentative date for completion mentioned in the agreement, as the payment of instalments is a condition precedent for progress and completion of construction. The agreements were novated by other two agreements to avail bank finance to the Complainants. According to the Respondent, the payment schedule is also subject to force majeure situations and other factors beyond the control of the contracting parties and the Authority, realizing the that the project was affected by force majeure situations extended time for completion. The Complainant also filed CCP No 12/2022 before the Adjudicating Officer of the Authority and hence the complaint is not maintainable as the same is an abuse of process of law. As per direction of the Authority, in the final order, out of 50 apartments 25 were already handed over to the allottees by completing the apartment and common amenities in all respects and the complainant in Complaint No. 61/22 took possession on 21-10-2021 and the Respondent applied for





occupancy certificate and copy of receipt from the Thiruvananthapuram Corporation is produced. The project was affected with heavy floods in 2018 and 2019 and by the Covid-19 Pandemic in 2020 and 2021. The Respondent was constrained to extend the date of completion due to various valid reasons such as shortage of construction materials, force majeure events, act of God, delay in payment from allottees etc. Due to the above facts the completion date in RERA Registration certificate was fixed as 30-06-2022, and even on default of payment from majority of allottees which comes to approximately one crore rupees, the project was completed and applied for occupancy from Thiruvananthapuram Corporation on 24-02-2022 the same is not yet processed by the Corporation due to administrative delay, for which the Respondents are helpless. In Clause 13 of Exhibit A2 agreement, it was mentioned that the vendor shall not liable and is entitled to reasonable extension of time for delivery and possession of the completed premises, if they are unable to complete the construction by reason of non-availability of cement, steel and other construction materials. It was also specified that the amount paid by the purchaser under the agreement shall not be refunded. In IA No 131/2021, the Authority had granted time extension till 27-11-2022 hence the allegation that extension was granted up to 30-09-2021 was false and misleading. The Respondents are willing to form Association of apartment owners in the presence of the Officers of the Authority but the owners are reluctant to form Association as they enjoy common amenities at the expense of the Respondents. As per construction



agreement, it was specified to provide source of water as the KWA or bore well connection. The applicants admitted that bore well was provided to them. Lift and common amenities were provided copy of photograph were produced, to solve the issue of flooding a land adjacent to the project was purchased by the Respondent and construction work for retaining wall already started. Since the individual apartments were completed in October 2021 and with respect to Complaint No 61/2022 possession of apartment was handed over on 21-10-2021, complainant was not entitled for compensation or interest. As per Section 18(1) proviso of the Act, 2016, if an allottee does not intend to withdraw from the project, he can only claim interest for every month of delay after the stipulated payment subject to payment of amount due to the promoter and not from the date of respective payments made by the Complainant. The tenancy agreement produced as Exhibit A5 by the Complainant in Complaint No 61/2022 is of 2017 and has no relevance, the tenancy compensation and the interest for delay delivery claimed amounts to double compensation and it is hit by the doctrine of unjust enrichment. With respect to Complaint No 61/2022, the Respondent also produced an interest calculation statement as per which he claims Rs 22,758/- as delay interest from the Complainant by way of delay in payment of instalments. Respondent also produced copy of Hon'ble Supreme court judgement in In Re Cognizance for extension of limitation in view of Covid-19 pandemic. Respondent claims that project had already obtained status of deemed occupancy, because of inaction on the part

of Corporation to issue occupancy. It was also submitted that Section 18 of the Act 2016 did not intend to withdraw from the project claiming interest from dates he had paid the instalments. With respect to Complaint No 93/2022, the Complainant had not paid the instalments in time and he is liable to pay an amount of Rs. 1,37,523, to the 1<sup>st</sup> Respondent as delay interest. The Respondent has produced a delay interest statement for the delayed payment from the Complainant. It was stated that the Complainant paid only Rs. 17,80,053/- and there is a balance of Rs. 1,37,523/- towards agreed contract value. In addition, the Complainant had to pay GST, labour cess etc, hence the amended interest calculation statement is wrong and denied. It was also submitted that considering the Pandemic conditions in our country, the Hon'ble Supreme Court had even excluded the limitation period fixed under various statutes from 15-03-2020 to 14-03-2021 and a further period of 90 days were stipulated for filing litigations by the parties who could not file litigations due to Pandemic conditions. A copy of Hon'ble Supreme Court order is produced.

7. After hearing the counsels on either side and perusing the pleadings and documents submitted by both the parties with respect to the claims of both the Complainants for interest for delay, following points were came up for consideration:

- 1) Whether the Respondent/Promoter failed to complete and hand over possession of the apartment to the Complainants in accordance with the terms of the agreements for sale or not?



2) Whether the Complainants herein are entitled to get interest as provided under the proviso to Section 18 (1) of the Act 2016 or not?

8. **Points No. 1&2**: The relief sought in the above two Complaints are for 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.” Section 18(1) 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 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 him.

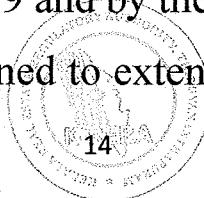
9. I.A. 16/2022 and I.A. 17/2022 were filed by the Complainants in complaints No. 61/22 & 93/22 respectively for amending the cause title portions of these complaints in which the Respondent has not filed any objections and both the petitions stand allowed. The documents produced by the Complainants are marked as **Exhibits A1–A5**. The documents produced by the Respondent in the are marked as **Exhibits B1-B4**. Exhibit A2 (a) Agreement for construction dated 13-06-2018 entered in to between the Complainant in Complaint No 61/2022 and the Respondent, the total construction cost agreed was Rs. 25,73,990/- including KSEB, KWA charges, GST and Cess. As per clause 13 of the Exhibit A2 (a) agreement, Respondents had undertaken to hand over possession of the apartment by October 2018 with grace period of 6 months. Hence, the Apartment had to be delivered before 30-04-2019. The Authority, vide Order in IA No 131/2021 in Complaints No. 90/2020 & 126/2020, directed the Respondent to “Complete and hand over the Project ‘Souparnika Riverview Garden’ to the Complainants in all respects as committed/promised to them, along with all amenities and facilities and mandatory sanctions/approvals required to be received from the



Authorities concerned, on or before 30-10-2021, without fail". The Complainant in complaint No. 61/2022 and the Respondents admitted that possession was handed over by October, 2021. The Respondent as per Exhibit B3 has admitted that they received an amount of Rs 25,60,353/- from the Complainant.

10. As far as the Complainant in Complaint No. 93/2022 is concerned, as per Exhibit A2 (b) series Agreement for construction dated 26-07-2016 the total construction cost agreed was Rs. 17,70,000/-- including KSEB and KWA charges. In addition, Service tax, VAT, labour cess and other statutory payments had to be made by the Complainant. As per clause 14 of the Exhibit A2(b) agreement, handing over of the apartment was on or before October 2018. The Respondent as per Exhibit B3 has admitted that they received an amount of Rs. 17,80,053/- from the Complainant. The Contention of the Respondents that the CCP filed by the Complainant before the Adjudicating officer for Compensation is a bar to claim interest for delay cannot be sustained since, the Complainant is entitled for legal remedy before the Adjudicating officer for compensation as per the provisions under Section 71 of the Act 2016.

11. The contentions raised by the Respondent with regard to the non-completion of the apartment, that the project was affected with heavy floods in 2018 and 2019 and by the Covid-19 Pandemic in 2020 and 2021, they were constrained to extend the date of completion due

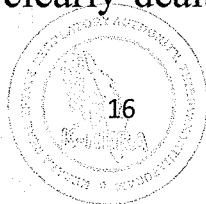


to various such valid reasons such as shortage of construction materials, force majeure events, and the period of limitation was by the Hon'ble Supreme Court from 15-03-2020 to 14-03-2021, etc. cannot be taken into account since the promised date of completion of the project was on 30-04-2019 in which the Respondent had miserably failed to comply the promise. The contention of the Respondents that the Authority had granted time extension up to 27-11-2022 for completion is not correct, The Authority granted an ultimatum to complete and hand over the project on or before 30-10-2021, vide its order as stated above. The contentions of the Respondent that the works related to the individual apartments were completed in 2021 October itself, i.e; even before the expiry of period of extension granted by the Authority and that the Respondents had handed over the possession of apartment unit to the Complainant in Complaint No. 61/22 after completing all the works in the unit on 21-10-2021 and therefore, he is not entitled for compensation, etc. cannot be accepted due to the fact that as per the terms of the agreements, the Respondent is duty bound to complete the project before 30-04-2019. The failure of the Respondent to fulfill the obligation to comply with the direction vide order dated 08-03-2021 resulted in giving further direction to complete the project before 30-10-2021, and that cannot be taken for granted and reason to deny the legal right of the Complainant to claim interest. The attempt of the Respondent to get interest of an amount of Rs.22,758/- from the Complainant in Complaint No. 61/2022, alleging that the complainant had not paid instalments on time, shall not be entertained at this stage



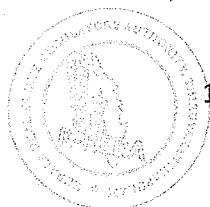
because in case the Complainant/allottee made any default in payments and the construction works were progressing rightly as per the schedule as per the terms of the agreement, the Respondent could have cancelled the allotment and sought interest for delay in payments from the Complainant as per Section 19(7) of the Act 2016. Here, in this case it is proved beyond doubt that the Respondent, who handled the hard-earned money of the Complainant for a long period has failed to honour the promise given as per the agreement executed with the Complainant in Complaint No. 61/2022 till October 2021.

12. It was observed by the Hon'ble Supreme Court in its judgement of Wg. Cdr. Arifur Rahman Khan & others vs Dlf Southern Homes Pvt. Ltd., "*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.*" Here, the Respondent/Promoter has failed to produce any evidence to substantiate his contentions in respect of non-completion of the project. Even with regard to defence being taken by the Promoters on the ground of force majeure and delay from the governmental agencies as done in these cases, it was clearly dealt with in the judgement dated



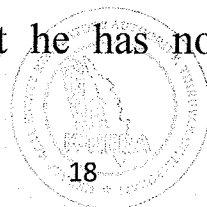


14.12.2020 by the Hon'ble Supreme Court, in DLF Home Developers Ltd. and Another Versus Capital Greens Flat Buyers Association Respondent(s) Etc, in which it held as follows: *“At the outset, we must deal with the force majeure defence. The NCDRC has carefully evaluated the basis on which the defence was set up and has come to the conclusion that there is no cogent evidence in regard to the nature of the delay and the reasons for the delay in the approval of the building plans. Quite apart from this finding of fact, it is evident that a delay in the approval of building plans is a normal incident of a construction project. A developer in the position of the appellant would be conscious of these delays and cannot set this up as a defence to a claim for compensation where a delay has been occasioned beyond the contractually agreed period for handing over possession. As regards the stop work orders, there is a finding of fact that these were occasioned by a succession of fatal accidents which took place at the site and as a result of the failure of the appellant to follow safety instructions. This is a pure finding of fact. There is no error of law or fact. Hence, we find no substance in the force majeure defence.”* Moreover, the contentions of the Respondents with regard to default in payments by the Complainants in the agreement executed by them are also found not sustainable as the parties in the projects which come under the purview of the Act 2016 shall be bound to follow the format of agreement prescribed as Annexure A to the Rules 2018 as provided under Section 13 of the Act 2016. The Hon'ble Supreme Court held in its judgement dated 11.01.2021, in IREO GRACE REALTECH PVT.



LTD. Versus ABHISHEK KHANNA & OTHERS that “*The Agreement contained one-sided clauses, which were not final and binding on the apartment buyers, and would constitute an unfair trade practice*”. So, none of the contentions raised by the Respondent in defence are having any substance and hence they are not acceptable. In view of the above facts and findings, it has been revealed that the Respondent/Promoter had miserably failed to complete the project, as promised.

13. It is a registered project under Section 3 of the Act 2016 and the registration is extended up to 31.12.2023. But the Occupancy Certificate is not yet obtained for the project. The Respondent contends that the project was completed and applied for occupancy from Thiruvananthapuram Corporation on 24-02-2022 but the same is not yet processed by the Corporation due to administrative delay, for which the Respondent is helpless and claims that he is having the deemed Occupancy Certificate. But unfortunately, the Respondent has failed to place on record any of the documents in support of these contentions and he had acted further on the strength of such a deemed occupancy certificate. If at all there is any failure from the part of the local authority in this regard, the Respondent/Promoter could have approached the LSGD Tribunal against the alleged inaction/undue delay from the part of the local authority. At the same time, the Complainants herein still allege that many of the works in the project are still incomplete. The complainant in complaint No. 93/2022 has stated in the Complaint that he has not taken possession of the



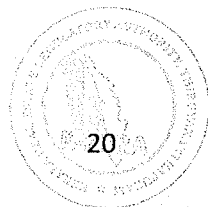
apartment as it was found inhabitable. According to the Complainants herein, they are handed over with possession of their apartments at present. Anyhow, this Authority has expressed its discontent many times towards the practice of some Promoters, handing over possession of the units in such high-rise buildings, without obtaining the Occupancy Certificate from the local authority and also the inaction from the part of the local authorities in this regard. As per section 11 (4) (b) it is the responsibility of the promoter to obtain occupancy certificate on time and make it available to the allottees/Association of allottees. The Hon'ble Supreme Court in its judgements both in Wing Commander Arifur Rahman Khan & Others v. DLF Southern Homes Private Limited & Others and Pioneer Urban Land Infrastructure Limited v. Govindan Raghavan, held that "the failure to obtain an occupancy certificate or abide by contractual obligations amounts to a deficiency in service" which was re-affirmed by the Apex Court in Samruddhi Co-operative Housing Society Ltd. Versus Mumbai Mahalaxmi Construction Pvt. Ltd. Hence it can be concluded that the Respondent/Promoter had failed to complete the project as promised to the Complainants as per the terms of the agreements executed with them. Points No 1 and 2 are answered in favour of the Complainants herein.

14. In view of the above facts and findings, the Complainants herein are entitled for interest on every month of delay till handing over the possession, as provided under the Proviso to Section 18(1) of the Act, 2016, at such rate as may be prescribed under the Rules



thereunder. The Rule 18 (1) of the Kerala Real Estate (Regulation and Development) Rules, 2018 prescribes the annual rate of interest payable by the promoter to the allottee as SBI PLR plus 2%, to be computed as simple interest. The relevant portions of Rule 18 of the said Rules 2018 are extracted below: *“(1) The annual rate of interest payable by the promoter to the allottee or by the allottee to the promoter, as the case may be, shall be at the State Bank of India’s Benchmark Prime Lending Rate plus two percent and shall be computed as simple interest. (2) In case of payment from the promoter due to the allottee, the interest on amount due shall be computed at the rate as per sub-rule (1) above from the agree date of payment on such amount from the allottee to the promoter as per the agreed payment schedule as part of the agreement for construction or sale.”*. The said Rule prescribes the annual rate of interest payable by the promoter to the allottee as SBI PLR plus 2%, to be computed as simple interest. The Complainants has claimed an interest at the rate of 14.3%. But the SBIPLR rate as on the date of hearing was 14.15%. Hence the interest is considered at SBIPLR rate of 14.15% plus 2%.

15. The Authority, after going through the facts and circumstances of the cases and the documents produced by both the Complainants and the Respondent, by invoking Section 37 of the Real Estate (Regulation & Development) Act, 2016, hereby directs as follows:



1) The Respondent shall pay to the Complainant in Complaint No 61/2022, simple interest @16.15% for every month of delay from 01-05-2019 to 21-10-2021, on the amount of Rs. 21,77,587/- paid by the Complainant to the Respondent.

2) The Respondent shall pay to the Complainant in Complaint No 93/2022, simple interest @16.15% for every month of delay from 01-05-2019 to 25-10-2021, on the amount of Rs. 15,87,159/- paid by the Complainant to the Respondent.

3) If the Respondent fails to pay the aforesaid sum as directed above within a period of 60 days from the date of receipt of this order, the Complainant is at liberty to recover the aforesaid sum from the Respondent and their assets by executing this decree in accordance with the Real Estate (Regulation & Development) Act and Rules.

Sd/-  
Smt. Preetha P Menon  
Member

True Copy/Forwarded By/Order/



  
Secretary (Legal)

## **APPENDIX**

### **Exhibits marked from the Side of Complainants**

Exhibit A1 series – Copies of agreement for sale.

Exhibit A1(a)- Copy of agreement for sale dated 13-06-2018  
between Parties in Complaint No 61/2022.

Exhibit A1(b)- Copy of agreement for sale dated 13-06-2018  
between Parties in Complaint No 93/2022.

Exhibit A2 series - Copies of agreement for construction.

Exhibit A2(a)- Copy of agreement for construction dated 13-06-  
2018 between the parties in Complaint No.  
61/2022.

Exhibit A2(b)- Copy of agreement for construction dated 13-06-  
2018 between the parties in Complaint No.  
93/2022.

Exhibit A3 series - Copies of Tripartite agreement and  
supplementary agreement.

Exhibit A3(a)- Copy of Tripartite agreement and the  
supplementary agreement dated 13-06-2018  
between the parties in Complaint No 61/2022  
and the SBI

Exhibit A3(b)-Copy of Tripartite agreement and the  
Supplementary agreement dated 13-06-2018  
between the parties in Complaint No 93/2022 and  
the SBI.

Exhibit A4 series - Copies of payment schedule given by  
Respondent.

Exhibit A4(a)- Copy of payment schedule issued by the  
Respondent through email dated 18-12-2021 to  
the Complainant in Complaint No 61/2022.



Exhibit A4(b)-Copy of payment schedule issued by the Respondent through email to the Complainant in Complaint No.93/2022.

Exhibit A5 series - Copy of Common Order No. 90/2020 & 126/2020 dated 8-03-2021 of the Kerala Real Estate Regulatory Authority between the same parties

**Exhibits marked from the side of Respondents**

Exhibit B1- Copy of Receipt issued for filing application for occupancy certificate before the local authority.

Exhibit B2- Copy of Photographs.

Exhibit B3- Copy of calculation statement.

Exhibit B4- Copy of Judgement of Hon'ble Supreme Court Order.

