

**BEFORE THE MAHARASHTRA REAL ESTATE
APPELLATE TRIBUNAL, MUMBAI**

40) Appeal No. AT001000000053684/22

Sanny M. Pinto & Nina S. Pinto ... Appellants

V/s.

Linker Shelter Pvt. Ltd. ... Respondent

Alongwith

41) Appeal No. AT001000000053686/22

Charmaine and Arvind Chougule ... Appellant

V/s.

Linker Shelter Pvt. Ltd. ... Respondent

Alongwith

42) Appeal No. AT001000000053692/22

Annie and Edwin Pinto ... Appellant

V/s.

Linker Shelter Pvt. Ltd. ... Respondent

Alongwith

43) Appeal No. AT001000000053706/22

Ramdas and Veena Gadiyar ... Appellants

V/s.

Linker Shelter Pvt. Ltd. ... Respondent

Adv. Mr. Yogesh Patki for Appellants

None for Respondent

Sgtap

**CORAM : SHRIRAM R. JAGTAP, MEMBER (J) &
DR. K. SHIVAJI, MEMBER (A)**

DATE : 30th January, 2024

(THROUGH VIDEO CONFERENCE)

Following Order is passed.

ORDER

- a. Captioned Appeals are partly allowed.
- b. Common impugned order dated 17th February, 2022 passed in Complaint Nos. CC004000000010144, CC001000000010146, CC001000000010147 and CC001000000010148 is set aside.
- c. Respondent Promoter is directed to refund the appellants allottees all the paid amounts including the amounts paid for taxes, registration fees and other statutory payments within 30 days to Complainants together with interest at the rate of highest marginal cost of lending rate of State Bank of India plus 2% from the date of receipt of payments, failing which, Promoter will pay interest at the prescribed rate on the total amounts due and outstanding as on 29th February, 2024 till their complete realizations by Allottees.
- d. Change of these claims of the allottees over the respective booked flats will continue till the above amounts are refunded completely.
- e. Promoter will bear all the costs of the deed of cancellations of agreements on behalf of complainants in addition to its own costs.
- f. In view of the provisions of Section 44(4) of the Act of 2016, a copy of this order shall be sent to the parties and to MahaRERA.


(DR. K SHIVAJI)


(SHRIRAM R. JAGTAP)