

Nalawade

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

APPEAL NO. AT006000000041978

WITH

MISC. APPLICATION NO. 335 OF 2022

(Compensation for delayed possession)

ALONG WITH

MISC. APPLICATION NO. 336 OF 2022

(Compensation for delayed possession)

Elanit George Jacobs

Residing at- A/9, Pearl Co-operative Housing
Society, 205, Dr. B. R. Ambedkar Road,
Dadar (East), Mumbai – 400 014.

... *Appellant*

~ *versus* ~

M/s. Reliance Construction Co.

A proprietary concern of
Mr. Raiees Y. Lashkaria (Belim),
Juhu Azad Nagar C.H.S., "Amann Group",
1st Floor, C. D. Barfiwala Road,
Opp. New India Colony,
Andheri (West), Mumbai – 400 058.

... *Respondent*

Mr. Ajay Pawar, Advocate for Appellant.
Mr. Noorain Patel, Advocate for Respondent.

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

DATE : 09th NOVEMBER 2023
(THROUGH VIDEO CONFERENCE)

JUDGEMENT

[PER: Dr. K. SHIVAJI, MEMBER (A)]

Present appeal has been preferred under The Maharashtra
Real Estate (Regulation and Development) Act, 2016 (in short "the Act")
against the order dated 03rd October 2019 passed by learned Member,



Maharashtra Real Estate Regulatory Authority, ('MahaRERA'), directing Respondent Promoter *inter alia* to pay delayed interest to Appellant on her paid amounts from 01st May 2017 till the date of possession at prescribed rate under Section 18 of the Act in Complaint No. CC 006 0000000 78197, wherein Appellant has sought various reliefs including for possession of the booked flat and interest for delay in delivery of possession besides compensations/refund on account of the lesser carpet area than that of the booked flat.

2. Appellant is flat purchaser and Complainant before MahaRERA. Respondent is developer/ Promoter, who is developing a project known as "Amann Mariana" located at Kasturba Gandhi Nagar, Worli, Mumbai ('said project'), consisting of luxurious residential apartments. For convenience, Appellant and Respondent will be addressed hereinafter as Complainant and Promoter respectively in their original status before MahaRERA.
3. Brief background giving rise to the present appeal is as under; -
 - a. **Complainant's case:** Complainant booked flat no. 1701, in building no.5 of promoter's said project by executing registered Agreement for Sale dated 28th November 2011 for total consideration of ₹ 1,26,00,000/- and paid ₹ 1,21,00,000/-. Balance amount was to be paid on peaceful possession of the said flat. Clause 14 of this agreement for sale stipulates that possession of the subject flat will be handed over on or before 15th July 2014 subject to reasonable extension based on certain conditions as set out in the agreement.
 - b. On account of failure to construct the project in time and consequent delay in delivery of the possession of the subject flat within the agreed timeline, captioned complaint came to be filed by appellant/ allottee before MahaRERA seeking *inter alia* for peaceful possession of the subject flat, interests for delay in delivery of possession from the date of default

besides compensations/refund for the lesser carpet area of the booked flat.

- c. Promoter resisted complaint before MahaRERA by submitting that as per the agreement for sale, promoter is entitled for reasonable extension of time for handing over possession of the subject flat to complainant more particularly because the said project is redevelopment project under Slum Rehabilitation Scheme (SRA scheme) and there was stop work notice from SRA. Besides, the claim of the appellant for lesser carpet area is without any cogent documentary proof and this claim has been raised belatedly. Hence, the delay in project construction is due to force majeure events, which were beyond the control of the promoter.
 - d. Upon hearing the parties, MahaRERA allowed the complaint, vide its order dated 03rd October 2019 and directed promoter *inter alia* to pay interest for the delay in delivery of booked flat from 01st May 2017 at prescribed rate as delineated above.
 - e. Aggrieved by the order of MahaRERA, complainant has preferred the captioned appeal, seeking reliefs *inter alia* for direction to promoter to hand over peaceful legal possession of the said flat besides claim of interest for delay in delivery of the possession of the flat from the date of violation for non-delivery of possession i.e., from August 2014 until the actual delivery of possession and compensations besides compensations/refund for the lesser carpet area of the booked flat.
4. Heard learned counsel for parties *in extenso*.
 5. Complainant has sought various reliefs on following grounds; -
 - a. Promoter has failed to hand over the legal possession of booked flat admeasuring 1210 Sq. ft. of area within the agreed timeline. Therefore, the delay starts form August 2014 onwards. Accordingly, Section 18 of the Act is attracted and thereby, appellant is entitled for interest for delay in delivery of possession from the date of default till the legal possession

of the subject flat i.e., from August 2014 and not from May 2017 as has been granted in the impugned order. MahaRERA has further failed to consider this.

- b. But, MahaRERA has allowed interest for delay in delivery of possession from May 2017 without any basis. Whereas the appellant being allottee of the duly registered said project, is entitled for interest for the delayed possession from the date of default i.e., from August 2014 till the date of actual possession.
- c. Despite specific prayer of legal possession in the captioned complaint, MahaRERA has failed to direct promoter to handover legal possession to appellant complainant after obtaining Occupancy Certificate within the agreed time limit.
- d. MahaRERA has further failed to consider the fact that promoter has constructed the smaller size of flat than that of the agreed area. Thus, appellant complainant is entitled for compensation by way of refund for the lesser area as per the current market rate.
- e. As per the agreement for sale, promoter has agreed to hand over the possession of flat admeasuring 1210 sq. ft. of built-up area (even though, this has been overwritten and changed by pen in the agreement from carpet area without the consent of the appellant). Whereas Promoter itself has declared, while registering the said project with MahaRERA, on the website of RERA that the flat is of carpet area of 62.08 sq. mtrs., amounting to 668 sq. ft. carpet area, which is equivalent to 801.86 sq. ft. of Built-up area. This is much less than the agreed built-up area of 1210 sq. ft in the agreement. Considering the official document of the ready reckoner of the year 2010, which is applicable for 2011 also, the build-up area is 1.2 times of the carpet area. Therefore, the built-up area of the constructed flat comes out to be 801.86 sq. ft. which is less by 408.14 sq. ft. than the agreed area of the flat in the agreement. Therefore,



learned counsel for complainant sought for compensation by way of refund of this lesser area of the flat for an amount of ₹ 42,48, 595/- for the loss of area as per the current market rate.

- 6.** Per Contra, learned counsel for promoter sought to dismiss the present appeal with costs by denying averments of allottee as follows; -
- a. Delay in construction of the project is on account of various factors beyond the control of the promoter, more particularly because, the said project is under Slum Re-development Scheme wherein, SRA has issued a stop work notice based on certain frivolous complaints and litigation. The entire construction work came to stand still on account of stop work order and promoter is entitled for reasonable extension on such counts.
 - b. Complainant is well aware of the said stop work notice, which continued to remain in limbo for almost 5 years, and it was only recently that the said stop work notice has been withdrawn in January 2019. This fact was intimated to complainant vide letter dated 27th February 2019.
 - c. In view of this, it is clear that the delay in handing over the possession is due to force majeure factors, i.e. reasons beyond the control of promoter and clause 48 of the agreement for sale contemplates that promoter is entitled for reasonable extension of time for possession delivery of flat on account of various factors including due to any notice, order, rules, notification of the Government and/ or other public or competent authority.
 - d. Complainant has falsely pleaded that the carpet area of the subject flat shall be 1210 sq. ft. keeping in mind that complainant has paid the consideration and stamp duty, registration charges etc. Promoter further denies any alleged tempering of the sale agreement of the said flat from carpet area to built-up area.



- e. Complainant has chosen to remain silent on these for more than 8 years by noticing the same in 2011 and therefore, this claim is time barred by limitation and is an afterthought.
- f. Therefore, promoter is not liable for delay and complainant is not entitled for any relief as prayed for. Therefore, the appeal filed by complainant is devoid of merits and deserves to be dismissed with costs.
7. Upon hearing complainant, perusal of material on record, following points arise for our determination in this appeal and we have recorded our findings against each of them for reasons to follow: -

	POINTS	FINDINGS
1.	Whether complainant is entitled for delay interest from date of default in possession delivery under Section 18 of the Act as prayed in the Appeal?	In the affirmative
2.	Whether complainant is entitled for refund for alleged lesser carpet area of flat as prayed by allottee in the Appeal?	In the affirmative
3.	Whether impugned order calls for interference in this appeal?	In the affirmative
4.	What order?	As per final order.

REASONS

Point.1: Reliefs sought.

8. It is not in dispute that complainant has booked the subject flat in the Promoter's said project by executing and registering an agreement for sale, wherein clause 14 of this agreement stipulates that possession of the subject flat will be handed over on before 15th July 2014 subject to reasonable extension based on certain conditions as set out in the



agreement. Project is duly registered with MahaRERA. Accordingly, appellant and respondent are Allottee and Promoter respectively under the provisions of the Act.

9. **Possession delivery status:** Even though, promoter has agreed to deliver possession of the subject flat by 15th July 2014, but this project has not received occupancy certificate as yet. Therefore, Promoter has failed to hand over possession of the subject flat on or before the agreed timeline as stipulated in the agreement. Therefore, section 18 of the Act is attracted.
10. Whereas, Section 18 of The Maharashtra Real Estate (Regulation and Development) Act, 2016 ('the Act'), stipulates that in case of failure/delay in delivery of possession and if, allottee does not intent to withdraw from the project, then he shall be paid by the promoter, delayed interest for every month from the date of default till the handing over of the possession, at such rate as may be prescribed. Relevant abstract is being reproduced for ready reference.

18. Return of amount and compensation. — (1) *If the promoter fails to complete or is unable to give possession of an apartment, plot or building, —*

(a) in accordance with the terms of the agreement for sale or, as the case may be, duly completed by the date specified therein; or

(b) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under this Act or for any other reason, 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 an 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. "

- 11.** Accordingly, MahaRERA has decided by directing promoted to pay interest at prescribed rate to the complainant on the amount paid by complainant under section 18 of the Act. However, learned counsel for promoter further contended that the delay in project completion and resultant delay in delivery of possession of the booked flat was on account of the various factors beyond the control of the promoter, more particularly because, the said project is under Slum Re-development Scheme wherein, Slum Regulatory Authority (SRA) has issued a stop work notice based on certain frivolous complaints and litigation. The entire construction work came to stand still on account of stop work order. According to the learned counsel for the promoter, these delays cannot be attributed to promoter and cannot be termed as the deficiency of service on the part of the promoter. Therefore, promoter cannot be held liable for these delays.
- 12.** However, these contentions of the promoter are legally not tenable on account of the followings; -
- The Hon'ble Supreme Court in para nos. 25 and 78 of its judgment in the case of **M/s. Newtech Promoters and Developers Pvt. Ltd vs. State of Uttar Pradesh & Ors. [2021 SCC Online 1044] dated 11th November 2021** has clarified that *if the Promoter fails to give possession of the apartment, plot or building within the time stipulated under the terms of the agreement, then, Allottee's right under the Act to seek refund/ claim interest for delay is unconditional & absolute, regardless of unforeseen events or stay orders of the Court/Tribunal.* Relevant abstract is being reproduced below for ready reference.
"25. The unqualified right of the Allottee to seek refund referred under Section 18(1)(a) and Section 19(4) of the Act is not dependent on any contingencies or stipulations thereof. It appears that the legislature has consciously provided this right of refund on demand as an unconditional absolute right to the Allottee, 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/home buyer**, 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."*

And para 78 of the judgement is as under;

78. This Court while interpreting Section 18 of the Act, in Imperia Structures Ltd. Vs. Anil Patni and Another [5 2020(10) SCC 783], has held that Section 18 confers an unqualified right upon an Allottee to get refund of the amount deposited with the Promoter and interest at the prescribed rate, if the Promoter fails to complete or is unable to give possession of an apartment as per the date specified in the home buyer's agreement, then in para 23/25, it was held as under:-

"23/25. 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 to 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 up to the Allottee to proceed either under Section 18(1) or under proviso to Section 18(1).** The*

case of Himanshu Giri came under the latter 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."

- b. In view of above, it has been held that the rights of Allottee under Section 18 of the Act are unconditional and absolute, regardless of unforeseen events including due to any other reasons even factors beyond control of the Promoter and "***It is up to the Allottee to proceed either under Section 18(1) or under proviso to Section 18(1).***" Hence it is the complete discretion of the allottee and not to the promoter to seek refund or otherwise.
- c. The Hon'ble Bombay High Court, in the case of (Promoter company itself) **Neelkamal Realtors Suburban Pvt. Ltd. & Anr. Vs. Union of India & Ors. [(2017) SCC Online Bom 9302]** in **para 119**, further held that "*While the proposal is submitted, the Promoter is supposed to be conscious of the consequences of getting the project registered under RERA. Having sufficient experience in the open market, the Promoter is expected to have a fair assessment of the time required for completing the project....*".
Accordingly, it is evident that Promoter is inherently better equipped about market related information and is structurally at advantageous position in as far as the information about the said project updates are concerned.
- d. Timely completion of the project and consequent timely delivery of possession of the subject flat is the contractual commitment of the promoter.
- e. **Party in breach, cannot take advantage of its own wrong:** It is pertinent to note in the instant case that promoter has violated the statutory provisions of Section 18 of the Act by not delivering possession of the subject flat within the agreed timelines as per the agreement. The said delay being attributable to Promoter, it cannot deny the accrued

rights under Section 18 of the Act to Allottee on the very same ground for which, Promoter itself is responsible for, especially because the rights so accrued to allottee under Section 18 are unconditional, unqualified and absolute. Promoter itself cannot take advantage of its own deficiencies/non-performances and despite being party in breach, more particularly in view of the judgement of The Hon'ble Supreme Court in the case of ***Kusheshwar Prasad Singh Vs. State of Bihar and Ors. [Supreme Court] Civil Appeal No. 7351 of 2000***. *Where in, it has been held that - "It is settled principle of law that a man cannot be permitted to take undue and unfair advantage of his own wrong to gain favourable interpretation of law. It is sound principle that he, who prevents a thing from being done shall not avail himself of the non-performance he has occasioned. To put it differently, "a wrongdoer ought not to be permitted to make a profit out of his own wrong.*

- f. **The Hon'ble Bombay High Court in its Judgement dated 4th December 2020 of in the case of Westin Developers (P) Ltd. v. Raymond Alexis Nunes** held that *"The clause referred to by learned Counsel is nothing but an ordinary force majeure clause, where the promoter cannot be faulted for delay in delivery of possession, if such delay is **caused by any reason beyond his control**. This clause by itself does not provide for any grace period to the promoter. The promoter has to make out a case that delay caused in handing over possession of the premises was due to any of the elements referred to in the majeure clause. It is apparent from the record that the adjudicating authority was not impressed by any of the reasons submitted by the Appellant herein towards justification for this delay. **Yet**, the order of the adjudicating authority **proceeded on the basis that even if facts pointed out by the Promoter were to be taken into consideration as justification for the delay, a six months' grace period could be granted for delivery of***

*possession to the Promoter. The Appellate Tribunal held that there was **no warrant for any such extension under** the agreement between the parties and accordingly, ordered interest with effect from the date of delivery of possession stipulated in the agreement. It is **important to note that** neither the Appellate Tribunal nor the adjudicating authority **found in favour of** the Appellant/Promoter **in so far as its case for justification of the delay is concerned**. In the premises, **the grace period of six months considered by the adjudicating authority was nothing but an ad-hoc measure and was rightly not accepted by the Appellate Tribunal**". Accordingly, no substantial question of law arises in connection with the impugned order of the Appellate Tribunal."*

- g.** Provisions of the Act and law will prevail over the terms and conditions of the agreement for sale. Therefore, the terms and conditions mentioned in the agreement will not supersede the provisions of law, which clearly provides for absolute unqualified rights to allottees as has already been determined herein above to allottee in the instant case for the entitlement of interest for the delay in delivery of possession from the date of default. Therefore, allottee is entitled for possession and his entitlement for delay interest is from August 2014 and not from 1st May 2017 as decided in the impugned order till the actual date of the possession of the subject flat.
- 13.** In the Judgment of the Hon'ble Supreme Court of India in the case of *M/s. Newtech Promoters and Developers Pvt. Ltd. versus State of U.P & Ors (super)*., it has been observed with regard to some of the relevant statement of objects and reasons as mentioned in para 11 as that "11. Some of the relevant Statement of Objects and Reasons are extracted as under: "
- 4...(f) the functions of the Authority shall, inter alia, include –*
- (iii) to ensure compliance of the obligations cast upon the promoters, the allottees and the real estate agents under the proposed legislation.*

- 14.** It is also important to note that the project has been registered under the Real Estate (Regulation & Development) Act, 2016, which provides several welfare provisions to protect interests of consumers including for greater accountability towards consumers to inject greater efficiency, transparency and accountability as contemplated in the statement of Objects and Reasons of the Act. Regulation 39 of Maharashtra Real Estate Regulatory Authority (General) Regulation, 2017 further stipulates about inherent powers of the Authority. It reads as under; -

"Nothing in the Regulations shall be deemed to limit or otherwise affect the inherent power of the Authority to make such orders as may be necessary for meeting the ends of justice or to prevent the abuse of the process of the Authority."

Similarly, Regulation 25 of Maharashtra Real Estate Appellate Tribunal, 2019 speaks about saving of inherent powers of the Tribunal; -

"25(1) Nothing in these Regulations shall be deemed to limit or otherwise affect the inherent power of the Tribunal to make such orders as may be necessary for meeting the ends of justice or to prevent the abuse of the process of the Tribunal."

It means the Regulatory Authority as well as the Appellate Tribunal have inherent powers under the Regulations framed under RERA Act, 2016 to pass appropriate Orders, which are necessary to meet the ends of justice.

- 15.** Whereas it is distressing to note that, there is undue and inordinate delay in delivery of the possession of the subject flats despite payment of substantial amounts by complainants. As a result of this, complainants continue to be deprived of their legitimate entitlements for the possession of the flat and therefore promoter is directed to hand over possession of the subject flat after receipt of the occupation certificate of the project at an early date.
- 16.** In view of above, the direction given to promoter in the impugned order for payment of delayed interest from 1st May 2017 till the date of the

possession of the subject flat is not sustainable in the eyes of law and therefore, impugned order suffers from infirmities to this extent, which warrants modification of the impugned order. Accordingly, we answer point no. 1 as above.

Point Nos. 2, 3 and 4: Claim for refund due to less carpet area.

- 17.** Learned counsel for the complainant further claimed that at the time of booking, promoter has promised the complainant that the subject flat would be of 1210 sq. ft. of carpet area. However, while executing the agreement for sale, carpet area has been overwritten by pen, which is obvious on perusal of agreement for sale (page no. 7 of the agreement for sale). But, on the website of RERA, the carpet area of the flat is shown as 62.08 sq. mtrs. amounting to 668 sq. ft., which is equivalent to 801.86 sq. ft. of Built-up area, which is much less than the agreed built-up area of 1210 sq. ft. in the agreement. Learned counsel further submits that after considering the official document of the ready reckoner of 2010, which is applicable for 2011 also, the built-up area is 1.2 times of the carpet area. Hence, the built-up area of the constructed flat is of 801.86 sq. ft only, which is less by 408 sq. ft. than the agreed area of the flat in the agreement. Thus, as per the current market rate, appellant, at the time of argument claimed for compensation by way of refund of this lesser area of the flat for an amount of ₹ 42,48,595/-.
- 18.** Learned counsel appearing for promoter vehemently opposed the contention of the complainant by submitting that the alleged tempering/ over-writing in the agreement for sale was known to complainant right from 2011, when the agreement for sale was executed and registered. However, complainant has remained silent for more than 8 years. Accordingly, it is barred by law of limitation. Moreover, complainant was well aware of the allotment letter, which clearly indicates that subject area

would be inclusive of balcony and flower bed etc. This shows that the total area for the flat was 1210 sq. ft. of built-up area and not of carpet area. MahaRERA has also found that contention raised by complainant about the area sold is of 1210 sq. ft. is not supported by any cogent documentary proof.

19. Learned counsel for complainant further submits that even if the promised flat is of 1210 sq. ft. of built-up area, then also the subject flat is less than 408 sq. ft. of built-up area as elaborated above. Therefore, promoter be directed to pay compensation by way of a refund for the lesser area of the subject flat at current market price. Perusal of record reveals that promoter, while registering the project with MahaRERA has shown this flat size of 62.08 sq. mtrs. of carpet area, which is equivalent to 670 sq. ft. and after multiplying this with factor of 1.2 based on the official document of the Registration and Stamp Department, Government of Maharashtra, the corresponding built-up area is 802 sq. ft. therefore, area of the subject flat is less by 408.14 sq. ft. The value of 408 sq. ft. of built-up area of the flat at the rate mentioned in the agreement for sale is ₹ 42,48,595/-. Learned counsel for complainant further submits that issue of deficient area came to the notice of the complainant only in 2017 only when the promoter registered the project with MahaRERA and declared it on its website that the size of the subject flat is 62.08 sq. mtrs. of carpet area. Therefore, there is no delay in making this claim. Thus, we are of the view that complainant is entitled for refund of ₹ 42,48,595 on account of the 408 sq. ft. of less built-up area of flat. Accordingly, the finding of MahaRERA in para 7 of the impugned order rejecting the claim for refund of the less carpet area of the subject flat suffers from infirmities to this extent. The impugned order accordingly warrants modification.

20. In view of the foregoing discussions and upon consideration of findings herein above and after considering overall facts, circumstances and

context of the case, diligent analysis of the material on record and more particularly in view of deficiencies and non-compliances on the part of promoter including the contractual and statutory breaches on the part of the promoter under Section 18 of the Act, impugned order dated 3rd October 2019 passed by MahaRERA calls for interference in this appeal to the extent as determined herein above. In these premises, promoter is directed to handover the possession of the subject flat at an early date with occupation certificate and is further directed to pay delayed interest from August 2014 together with interest at prescribed rate for the delay in delivery of the possession of the subject flat and also to refund of ₹ 42,48,595 on account of the 408 sq. ft. of less built-up area of the booked flat. Thus, the impugned order suffers from infirmities to these extents and the impugned order calls for interference in this appeal. Accordingly, we answer point nos. 2, 3 and 4 and proceed to pass order as follows; -

ORDER

- a) Appeal is partly allowed.
- b) Impugned order dated 3rd October 2019 passed in Complaint No. CC 006 0000000 78197 is modified as hereunder.
- c) Respondent promoter is directed to hand over possession of the subject flat after receipt of the occupation certificate of the project at an early date.
- d) Respondent promoter is further directed to pay interest for the delay in delivery of the possession of the subject flat to allottee from 01st August 2014 till the date of legal possession with occupation certificate on the amounts paid by appellant complainant.
- e) Respondent promoter is further directed to refund ₹ 42,48,595 on account of the lesser built-up area of subject flat.



- f) No order as to costs.
- g) In view of the disposal of the appeal as above, captioned pending Misc. Applications will not survive. Hence, stands disposed of.
- h) 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, J.)