

**BEFORE LOK ADALAT IN THE KARNATAKA REAL ESTATE REGULATORY
AUTHORITY, AT BENGALURU**

COMPLAINT NO: CMP/220116/0008801

COMPLAINANT : MR.SHADAGOPAN EYUNNI

-Vs-

RESPONDENT : OZONE URBANA INFRA
DEVELOPERS PRIVATE LIMITED

JOINT MEMO

The Complainant and the Respondent in the above complaint jointly submit as under:

Seen
15/8

1. During the pendency of the execution proceedings in the above case the Complainant/Allottee and the Respondent/Promoter after due deliberation have got their dispute pertaining to the execution proceedings in the above Complaint subject matter settled amicably before the Lok Adalat.
2. In view of the same, they jointly request this Lok Adalat to dispose of the execution proceedings in the above complaint as amicably settled before the Lok Adalat since the Complainant has agreed to receive a sum of Rs.85,00,000/- (Rupees Eighty Five Lakhs Only) by way of Demand Draft bearing DD (Manager's cheque) No.006538 dated 20.07.2023 of HDFC Bank, Ulsoor II Bengaluru-560042 and the Respondent has agreed to provide the same and said DD is already handed over to the Complainant on 21.07.2023.

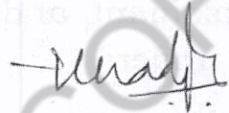
(Sumathi.M)
Authorised by Respondent

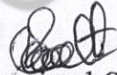
[Signature]

3. The claim of the Complainant in the above complaint is being fully satisfied and complainant have no further claim against respondent in connection with the execution proceedings in the above complaint. Both parties to the proceedings have no claim whatsoever against each other in respect of the subject matter of the above complaint. If there is any claim by either of the parties to this complaint against the other before any forum or Court relating to the subject matter of the above complaint, they have agreed that the same be disposed off as settled by either party filing an appropriate memo in such cases.

4. Parties further request that this settlement shall be recorded in the National Lok-Adalat.

Place: Bengaluru
Date: 09.09.2023


Complainant/Allottee


Authorized Signatory of
Respondent/Promoter

NOT AN OFFICIAL COPY

Complaint No. 19/2023
Dated: 09.09.2023
Place: Bengaluru





ಕರ್ನಾಟಕ ರಿಯಲ್ ಎಸ್ಟೇಟ್ ನಿಯಂತ್ರಣ ಪ್ರಾಧಿಕಾರ

ಕಡತ ಸಂಖ್ಯೆ Cmp. No: 8801

ಪುಟ ಸಂಖ್ಯೆ

ವಿಷಯ Sri. Shadagopan Eyyunni
Ozone Urbana

ಕಂಡಿಕೆ ಸಂಖ್ಯೆ	ಟಿಪ್ಪಣಿ ಮತ್ತು ಆದೇಶಗಳು
	<p><u>CMP- 8801</u></p> <p><u>09.09.2023</u></p> <p>As per the request of the complainant and Smt. Sumathi authorised person of the respondent, the execution proceedings in the above case is taken-up for amicable settlement, in the National Lok Adalat on 09.09.2023.</p> <p>The complainant joined over video call and Smt. Sumathi authorised person of the respondent are present, in the Lok-Adalat on 09.09.2023. The authorised person of the respondent has filed the copy of the authorization. The dispute in connection with execution proceedings in the above case is settled as per the joint memo dated: 09.09.2023 filed during the Lok Adalat on 09.09.2023. The settlement entered between the parties is voluntary and legal one and as per which the complainant has no further claims against the respondent whatsoever in the above case. The respondent has already handed over a Demand Draft (Manger's cheque) bearing No. 006538 dated: 20.07.2023 of HDFC Bank, Ulsoor II Bengaluru-560042 for an amount of Rs.85,00,000/- (Rupees Eighty Five Lakhs Only) drawn in the name of complainant. The dispute in connection with execution proceedings in the above case is settled between the parties in the Lok Adalat on 09.09.2023 in terms of the joint memo dated: 09.09.2023. The RRC issued against the respondent is hereby recalled and office is directed to issue intimation accordingly to the concerned DC. The matter referred to conciliators to pass award.</p> <p style="text-align: right;">  Judicial Conciliator. </p> <p style="text-align: right;">  Advocate Conciliator. </p>

Complaint No. CMP/220116/0008801

09.09.2023

Before the Lok-Adalat

The execution proceedings in above case are taken up before the Lok-Adalat. The joint memo dated: 09.09.2023 filed by both the parties is hereby accepted. The dispute in connection with the execution proceedings in the above case between the parties is settled before the Lok-Adalat on 09.09.2023, as per joint memo dated: 09.09.2023. The said joint memo filed by the parties shall be part and parcel of award/order.

The execution proceedings in the above case stands disposed off accordingly.


Judicial Conciliator.


Advocate Conciliator.

KARNATAKA STATE LEGAL SERVICES AUTHORITY
BEFORE THE LOK ADALAT
IN THE KARNATAKA REAL ESTATE REGULATORY AUTHORITY AT
BENGALURU

DATED: 09TH DAY OF SEPTEMBER 2023

: CONCILIATORS PRESENT:

Sri. I. F. Bidari Judicial Conciliator

AND

Ms. Likitha T. A Advocate Conciliator

COMPLAINT NO: CMP/220116/0008801

Between

Mr. Shadagopan Eyunni Complainant

AND

M/s. Ozone Urbana Infra Developers Pvt. Ltd.,Respondent

Award

The dispute between the parties in connection with execution proceedings in the above case having been referred for determination to the Lok Adalat and the parties having compromised/settled the dispute in this case, as per the joint memo dated: 09.09.2023 filed during the Lok Adalat on 09.09.2023, same is accepted. The settlement entered between the parties is voluntary and legal one.

The execution proceeding in the above case stands disposed off as per the joint memo dated: 09.09.2023 and said joint memo is ordered to be treated as part and parcel of the award.


Judicial conciliator


Advocate conciliator

ಕರ್ನಾಟಕ ರಿಯಲ್ ಎಸ್ಟೇಟ್ ನಿಯಂತ್ರಣ ಪ್ರಾಧಿಕಾರ,

Karnataka Real Estate Regulatory Authority,

1/14, 2nd Floor, Silver Jubilee Block, Unity Building Backside, CSI Compound,
3rd Cross, Mission Road, Bengaluru-560027

PROCEEDINGS OF THE AUTHORITY BEFORE BENCH 6

Dated 12th July 2022

COMPLAINT NO.: CMP/220116/0008801

COMPLAINANTS.....

Shadagopan Eyunni

Maalyada, No 234, 1st E Cross,
2nd Phase, 6th Block,
Banashankari 3rd stage,
Bangalore - 560085
(In person)

V/S

RESPONDENTS.....

Ozone Urbana Infra Developers Pvt Ltd.

No.38, Ulsoor Road ,
Bengaluru – 560042.

(By Sri.Deepak Bhaskar & Associates
Advocates)

* * * * *

J U D G E M E N T

This complaint is filed under section 31 of the RERA Act against the project “Ozone Urbana” for the relief of refund with interest.

Brief facts of the complaint are as under:-

The complainant has purchased an apartment in the project of respondent by entering into an agreement for sale and construction agreement on 01/03/2014. As per the agreement respondent was supposed to handover the apartment in October 2016. Even with the grace period it was supposed to handover the possession by April 2017. But till today the respondent has not handed-over the apartment to the complainant. Hence, this complaint.

4/5

ಕರ್ನಾಟಕ ರಿಯಲ್ ಎಸ್ಟೇಟ್ ನಿಯಂತ್ರಣ ಪ್ರಾಧಿಕಾರ,

Karnataka Real Estate Regulatory Authority,

1/14, 2nd Floor, Silver Jubilee Block, Unity Building Backside, CSI Compound,
3rd Cross, Mission Road, Bengaluru-560027

After registration of the complaint, in pursuance of the notice, the respondent has appeared before the Authority through its counsel but it has not contested the matter by filing statement of objections, producing documents on its behalf, etc.

In support of his claim, the complainant has uploaded in all 4 documents such as copies of Agreement of Sale, construction agreement, payment receipt, allotment letter.

Heard arguments.

On the above averments, the following points would arise for my consideration:

1. Whether the complainant is entitled for the relief claimed?
2. What order?

My answer to the above points are as under:-

1. In the Affirmative.
2. As per final order for the following

REASONS

My answer to point No.1:-From the materials placed on record, it is apparent that inspite of entering into an agreement to handover the possession of an apartment by October 2016 and even with grace period respondent was supposed to handover the possession by April 2017, the builder has failed to abide by the terms of the agreement. There seems to be no possibility of completing the project or handing over the possession in near future.

MWS

ಕರ್ನಾಟಕ ರಿಯಲ್ ಎಸ್ಟೇಟ್ ನಿಯಂತ್ರಣ ಪ್ರಾಧಿಕಾರ,

Karnataka Real Estate Regulatory Authority,

1/14, 2nd Floor, Silver Jubilee Block, Unity Building Backside, CSI Compound,
3rd Cross, Mission Road, Bengaluru-560027

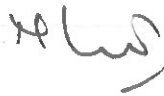
As per section 18(1) of RERA Act, in case the allottee wishes to withdraw from the project the promoter is liable without prejudice to any other remedy available, to return the amount received by him in respect of that apartment, plot, building as the case may be with interest at such rate as may be prescribed in this behalf including compensation in the manner as provided under this Act.

Therefore, as per section 18(1) of the Act, the promoter is liable to return the amount received along with interest and compensation only if the promoter fails to complete or provide possession of an apartment etc., in accordance with sale agreement.

In addition, having chosen to keep silence inspite of appearance about the claim of the complainant, the respondent builder has virtually accepted the claim in question. It is also relevant to note that during the course of proceedings parties have arrived to a consensus on the amount agreed to be paid for settlement of the claim. Under these circumstances, this Authority is of the opinion that it has no much role to play than endorsing the settlement arrived at by the parties.

During the proceedings both the parties have agreed for a sum of Rs. 1,05,62,229/- (Rupees One crore five lakh sixty two thousand two hundred twenty nine only) towards refund with interest as on 03/06/2022.

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



ಕರ್ನಾಟಕ ರಿಯಲ್ ಎಸ್ಟೇಟ್ ನಿಯಂತ್ರಣ ಪ್ರಾಧಿಕಾರ,

Karnataka Real Estate Regulatory Authority,

1/14, 2nd Floor, Silver Jubilee Block, Unity Building Backside, CSI Compound,
3rd Cross, Mission Road, Bengaluru-560027

Interest Calculation Till 30/04/2017 (Before RERA)				
S.NO	DATE	AMOUNT PAID BY CUSTOMER	NO OF DAYS TILL 30/04/2017	INTEREST @9%
1	29-01-2014	6,47,128	1187	1,89,404
2	01-03-2014	6,32,148	1156	1,80,188
3	03-03-2014	12,930	1154	3,679
4	20-06-2014	12,930	1045	3,331
5	31-01-2015	8,76,632	820	1,77,247
6	06-02-2015	1,22,794	814	24,646
7	04-08-2015	9,79,593	635	1,53,380
8	25-08-2015	2,00,000	614	30,279
9	26-08-2015	2,00,000	613	30,230
10	26-08-2015	5,50,000	613	83,132
11	27-08-2015	29,591	612	4,465
12	14-10-2015	6,53,061	564	90,820
13	06-01-2016	6,53,061	480	77,293
14	25-01-2016	6,53,061	461	74,234
15			TOTAL INTEREST (I1)	11,22,328

Interest Calculation From 01/05/2017 (After RERA)							
S.NO	DATE FROM 01/05/2017	AMOUNT PAID BY CUSTOMER	NO OF DAYS	NO OF DAYS TILL	MCLR INTEREST X%	INTEREST RATE X+2%	INTEREST @X+2%
1	01-05-2017	62,22,929	1859	03-06-2022	8.15	10.15 as on 01-05-2017	32,16,972
						TOTAL INTEREST (I2)	32,16,972

Memo Calculation			
PRINCIPLE AMOUNT (A)	INTEREST (B = I1 + I2) AS ON 03-06-2022	REFUND FROM PROMOTER (C)	TOTAL BALANCE AMOUNT (A + B - C)
62,22,929	43,39,300	0	1,05,62,229

Handwritten signature

ಕರ್ನಾಟಕ ರಿಯಲ್ ಎಸ್ಟೇಟ್ ನಿಯಂತ್ರಣ ಪ್ರಾಧಿಕಾರ,

Karnataka Real Estate Regulatory Authority,

1/14, 2nd Floor, Silver Jubilee Block, Unity Building Backside, CSI Compound,
3rd Cross, Mission Road, Bengaluru-560027

Accordingly, the point raised above is answered in the Affirmative.

My answer to point No.2:- In view of the above discussion, I proceed to pass the following

ORDER

In exercise of the powers conferred under Section 31 of the Real Estate (Regulation and Development) Act, 2016, the complaint bearing No. **CMP/220116/0008801** is hereby allowed. Respondent is directed to pay a sum of Rs. 1,05,62,229/- (Rupees One crore five lakh sixty two thousand two hundred twenty nine only) to the complainant within 60 days from the date of this order. The interest accruing from 04/06/2022 till the date of final payment will be calculated and paid likewise. Failing which, the complainant is at liberty to enforce this order in accordance with law.


(Neelmani N Raju)

Member-2

K-RERA

NOT AN OFFICIAL COPY