

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

Dated 5th AUGUST 2022

COMPLAINANTS.....

1. CMP/190311/0002424

HARISH BABU M.L,

No. 13(28), 1st Floor, 8th Cross,
9th Main, 2nd Block, Jayanagar,
Bengaluru - 560011.

(Rep. by Sri. Girish Kumar R, Adv.)

2. CMP/190319/0002454

KIRAN AV

Shobha Nilaya, Jayanagar,
2nd Cross, Shivamogga,
Shivamogga - 577201.

(Rep. by Sri. Kadappa, Adv.)

3. CMP/190923/0004265

DR. VENKATESH A M,

No. 106, Kalathur Layout,
Gangamma Circle, Jalahalli,
Bengaluru - 560013.

(Rep. by Sri. Girish Kumar R, Adv.)

4. CMP/190324/0002498

VIJAY GANDHAM,

No. 320, Cauvery B4 Block,
National Games Housing Complex,
Koramangala,
Bengaluru - 560047.

(Rep. by Sri. Kadappa, Adv.)

V/S.

6/8

Handwritten signature

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

RESPONDENTS.....

**M/S. ANTEVORTA DEVELOPERS PVT.
LTD.,**

KUMAR JAISOM,

House of Hiranandani, 757/B,
100 Feet Road, HAL 2nd Stage,
Indiranagar,
Bengaluru - 560038.

**(Rep. by Sri. Chethan, Authorized
signatory)**

* * * * *

1. The above said complaints are filed under section 31 of the RERA Act against the project "Glengate" developed by M/s. Antevorta Developers Pvt. Ltd., for the relief of refund of amounts paid with interest and compensation.
2. Earlier, these matters were heard by the Adjudicating Officer who has passed an order. As against these orders, the complainants have preferred appeal before the K-REAT which has remanded back all the appeals setting aside the orders of the Adjudicating Officer for fresh consideration in view of judgement of Hon'ble Supreme Court in M/s. Newtech Promoters and Developers Pvt. Ltd., v/s. State of UP and others (2021).
3. All these matters are taken up together for disposal as they are arising from the same project and have common issues.

Brief facts of the complaints are as under:-

4. **In complaint No. 2424:** The complainant Harish Babu M L had booked a 3 BHK flat in the project of respondent and paid an amount of Rs.4,00,000/- (Rupees four lakhs only) on 20/06/2013 and

Harish

20/06/2013

Wise

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

Rs.16,04,660/- (Rupees Sixteen lakhs four thousand six hundred and sixty only) on 18/07/2013 on assurance that the flat will be handed over in July 2017. Subsequently, he has paid Rs.1,73,693/- (Rupees one lakh seventy three thousand six hundred and ninety three only) in October 2014 and Rs.5,32,602/- (Rupees Five lakh thirty two thousand six hundred and two only) in December 2014. He has paid amounts on various dates. He has signed a construction agreement with builder on 15/01/2015. As per the agreement the delivery was to be done within 46 months + 6 months grace period. The issues raised in the complaint are that there is a delay in providing amenities and construction of compound wall is incomplete. Further, he has also stated in the complaint that, there was a litigation pertaining to the project land and there is a delay in completion of project. The complainant seeks refund of the entire amount paid with interest.

5. On 05/05/2022 and 17/06/2022, the complainant has produced following documents in support of his contentions:

- i. Order of the Adjudicating officer dated 30/10/2019
- ii. Agreement to sell along with the construction agreement dated 08/01/2015 between the complainant and respondent
- iii. Payment details
- iv. Affidavit cum declaration submitted to RERA by respondent
- v. Registration certificate granted by RERA to the respondent
- vi. Case details of writ appeal No.16566-16570/2011 along with the Interim order of the Hon'ble High Court of Karnataka in Writ appeal No. 16566-70/2011.
- vii. Case details of writ petition No.454-459/2014 was filed before the Hon'ble High Court of Karnataka
- viii. Commencement certificate dated 28/05/2015
- ix. Occupancy certificate dated 03/04/2019

16/8

16/8

16/8

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

- x. The undertaking dated 04/12/2019 filed by the respondent before Hon'ble High Court of Karnataka in WA No. 16566-70/2011
 - xi. Case status of review petition No. RP 318/2022 pending before Hon'ble High Court of Karnataka
 - xii. The draft of sale deed sent by the developer
 - xiii. Sale deed executed by the developer to another allottee
 - xiv. Earlier plan depicting location of club house and swimming pool
 - xv. Deed of declaration dated 11/01/2019.
6. **In complaint No. 2454:** The complainant Kiran AV has booked a flat bearing No.C-604 in C- Block in the project of the respondent by entering into an agreement for sale and construction agreement dated 26/09/2014. Developer has agreed in the agreement to complete the project within 46 months + 6 months grace period from the date of Agreement of sale which comes to 26/01/2019. These being the facts, without completion of the project, the respondent is asking him to get register the flat which is incomplete and to take possession of the same by demanding money. Delivery date has also been exceeded. Hence, this complaint.
7. **In complaint No.4265:** The complainants Dr. Venkatesh AM and his wife Shashikala S jointly booked a flat in the project of respondent by paying the booking amount of Rs.4,00,000/- (Rupees four lakhs only) on 05/06/2014 and paid Rs.13,65,497/- (Rupees thirteen lakhs sixty five thousand four hundred and ninety seven only) on 04/07/2014 as earnest money. Subsequently, they had entered into an agreement for sale and construction agreement on 08/12/2014. They have paid total some of Rs.80,28,232/- (Rupees eighty lakhs twenty eight thousand two hundred and thirty two only) towards the instalments upto the completion of slab 18 except final possession payment and interest accrued. On 16/04/2019 they have received the letter for payment of

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

dues of possession and registration. When the visited the project it was looking like a under construction project site without security gate, compound wall, incomplete ramp, vacant land etc., on enquiry they came to know that the developer is a party in the litigations regarding title of the property in which they have booked the flat.

8. On 17/06/2022 the complainant has produced following documents, such as copy of
- Case status of review petition No. RP 318/2022 pending before Hon'ble High Court of Karnataka
 - The draft of sale deed sent by the developer
 - Sale deed executed by the developer to another allottee
 - Earlier plan depicting location of club house and swimming pool
 - Deed of declaration dated 11/01/2019.

9. **In complaint No. 2498:** The complainant Vijay Gandham had booked a property in project "Glengate" which is developed in the name of Antevorta Developers registered in RERA in No. PR/KN/170801/000952. The flat was booked on 30/09/2013. The parties entered into an construction agreement and AOS on 16/06/2014 for flat No. A-1701 at Glengate, Kodigehalli, Bangalore - 560024. The apartment was to be handed over in December 2017. But, there has been delay in handing over the apartment. The complainant has paid Rs.1,30,53,270/- (Rupees one crore thirty lakhs fifty three thousand two hundred and seventy only) and additional payment of Rs.21,87,978/- (Rupees twenty one lakh eighty seven thousand nine hundred and seventy eight only) in full. The complainant submitted that, there has been litigation in writ appeal No.16566-16570/2011 before Hon'ble High Court of Karnataka on Sy. No.68/5 and 69/7 which is the part of schedule A property of the project. It is said that the respondent has hidden these facts regarding litigation while taking

Ans 8

Ans 9

Ans 10

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

advance amount and entering into an agreement. Hence, the complainant has sought relief under section 18(3) of RERA Act and for the compensation.

10. In a written submission filed on 17/05/2022 the complainant has sought for refund of Rs.1,52,41,250/- (Rupees one crore fifty two lakhs forty one thousand two hundred and fifty only) along with interest on the consideration amount paid by the complainant at the rate of 10.75%.
11. The grounds on which the refund is sought are that:-
 - a) The promoter has breached the Agreement of sale without completing the project in time.
 - b) The promoter has breached the terms and conditions of the agreement to sell with regarding to clause 16 where the property entity is free of any encumbrance as there were pending litigation.
 - c) There are changes in the schedule property shown in AOS and DOD
 - d) The boundaries in the Schedule A property are not the same in AOS and DOD
 - e) Shifting of club house.
12. The complainant has on 05/05/2022 and 17/06/2022 produced documents in support of his claim such as copy of
 - i. Impugned order dated 16/02/2022 passed by KREAT in appeal No.240/2020,
 - ii. Order of Adjudicating Officer dated 16/11/2019,
 - iii. Agreement to sell along with the construction agreement dated 16/06/2014 between the complainant and 2nd respondent
 - iv. Payment details,
 - v. Affidavit cum declaration by 2nd respondent
 - vi. RERA registration certificate,

[Handwritten signature]

[Handwritten signature]

[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

- vii. Case details of writ appeal No.16566-70/2011 along with the interim order of Hon'ble High Court of Karnataka W.P. No. 16566-70/2011,
 - viii. Case details of writ petition No.454-459/2014 filed before the Hon'ble High Court of Karnataka,
 - ix. Commencement certificate dated 28/05/2015,
 - x. Occupancy certificate dated 03/04/2019,
 - xi. Undertaking letter dated 04/12/2019 filed by the 2nd respondent before the Hon'ble High Court of Karnataka in W.A. No.16566-70/2011.
 - xii. Case status of review petition No. RP 318/2022 pending before Hon'ble High Court of Karnataka
 - xiii. The Draft of sale deed sent by the developer
 - xiv. Sale deed executed by the developer to another allottee
 - xv. Earlier plan depicting location of club house and swimming pool
 - xvi. Deed of declaration dated 11/01/2018.
-
13. After registering the complaint, in pursuance of the notice, the respondent has appeared before the Authority through his counsel and filed written submission as under:-
14. The respondent has denied the allegations made against it by the complainant as false. It is the submission of respondent that the project was completed well within time and application for occupancy certificate was submitted on 23/05/2018 and due to some technical issues, the application was filed again on 15/11/2018. The occupancy certificate was received on 03/04/2019.
15. The respondent has produced documents on 12/05/2022 in support of its defence such as copy of
- i. Agreement of sale and construction agreement
 - ii. Occupancy certificate
 - iii. Demand letter

[Handwritten signature]

[Handwritten signature]

[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

- iv. Order passed in writ appeal No.16566/2011, in order passed in SLP No's 13697/2021
 - v. Order passed in WP. No. 454/2014
 - vi. Khata certificate and extract
 - vii. Board resolution letter
 - viii. Supreme Court order in IREO Grace Real Tech Pvt. Ltd., v/s. Abhishek Khanna and others Civil appeal No. 5785/2019 dated 11/01/2021.
 - ix. The respondent has also filed objections for the rejoinder on 04/07/2022 and has filed the copy of
 - x. The relevant orders in the said W.A.No.16566/2011,
 - xi. Petition in W.P. No.454/2014,
 - xii. The order of the deletion of the said prayer in W.P. No. 454/2014,
 - xiii. Dismissal order in SLP 13697/2021,
 - xiv. The Khata certificate and Khata extract of the said 10 acres of land and dismissal order in RP No.274/2021.
16. Further, the complainant has on 17/06/2022 produced additional documents
- I. Copy of review petition No. RP 318/2022 pending before Hon'ble High Court of Karnataka
 - II. Copy of sale deed executed the developer to another allottee
 - III. Copy of earlier plan depicting location of club house and swimming pool
 - IV. Copy of deed of declaration dated 11/01/2018
 - a. Again the complainant has produced in all 6 documents, such as
 - V. Copy of relevant orders in the said W.A. No. 16566/2011
 - VI. Copy of the deletion order is produced herewith as in WP No. 454/2014
 - VII. Copy of the said dismissal order in SLP 13697/2021

[Handwritten signature]

[Handwritten signature]

[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

VIII. Copy of the Khata certificate and Khata extract of the said 10 acres of land

IX. W.P and Appeal memo

X. Copy of the said dismissal order in RP No. 274/2021.

17. The complainant has filed Complaint No. 2498 before RERA on 24/03/201. The respondent has obtained occupancy certificate on 03/04/2019. The complainants have violated section 19(10) of RERA Act which clearly mandates the allottees to take the possession of the apartment within 2 months from the date of obtaining the occupancy certificate.

18. The matter was heard on various dates and final arguments were heard by the Authority on 05/07/2022.

19. Complainants in Cmp. No. 2424 and 4265 are represented by learned counsel Sri. Girish Kumar. R. Sri. Kadappa Advocate represented the complainants in Cmp. No. 2454 and 2498. Learned Counsel Sri. Chethan represented the respondent and argued in all the four complaints. Both the counsels for the complainants have put forth their arguments in common.

20. **Based on the above documents and oral arguments on all the above cases, the following points would arise for our consideration:-**

- 1) Whether there was any pending litigation that affects the right of the complainants?
- 2) Whether there was a change in schedule in the AOS, sale deed and DOD?
- 3) Whether the club house area is different than has been shown in the layout plan?
- 4) Whether there is a delay in completion of the project?
- 5) What order?

[Handwritten signature]

[Handwritten signature]

[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

21. Our Answer to the above points are as under:-

- 1) In the Negative
- 2) In the Negative
- 3) In the Negative
- 4) In the Negative
- 5) As per the final order

REASONS

22. **Our Answer to point No. 1:-** During the oral arguments the complainant in complaint No. 2498 has sought refund on the ground that there was litigation pending in Hon'ble High Court of Karnataka that was not disclosed to the complainant.

23. He has pointed out clause 15 of the Agreement of sale between the parties dated 16/06/2014 where it is agreed that the seller shall convey the purchasers that the project shall be free from attachment, encumbrances, and court or acquisition proceedings of any kind as under:-

- 1) *The promoter has filed a false affidavit before the Authority at the time of marking an application for registration of project.*
- 2) *The promoter has made false statement while entering to the agreement of sale in so far as apartment No. 1701 on 17th floor in A block of "Glengate" in the "House of Hiranandani - Hebbal" suppressing the fact of pending litigation.*
- 3) *Undisputedly the promoter has filed an affidavit in W.A.No.16566/2011 before the Hon'ble High Court of Karnataka stating that the compound wall, gate and road proposed to be constructed on Sy. No.68/5 & 69/7 will be removed if the promoter fails to succeed in the litigation. It is submitted that the review petition with respect to the schedule property wherein this project*

Chait

MLK

Wine

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

*has come up is pending before the Hon'ble High Court of
Karnataka in review petition No. RP 318/2022.*

- 4) *The promoter has violated as per Section 3, Section 4(2)(1)(B) of the
Act in making a false declaration. In view of the said fact, the
Authority Suo Motu take appropriate action as per Section 7(1)(c) of
the Act.*
24. Further, it is also pointed out that the AOS mentions that the seller is
the absolute owner of the Schedule 'A' property and its title thereto is
good, marketable and subsisting and it has the power to convey the
same and right to carry on the development as per the scheme.
25. The developer has produced the order copy of the WA no 16566/2011
and stated that they have become party to the said case only on
07/08/2019. Further the said Writ Appeal got dismissed on
02/08/2021. A SLP was filed challenging the said order and the same
also has got dismissed on 17/09/2021 by the Hon'ble Supreme Court.
A review petition was also filed and the same was got dismissed by the
Hon'ble High Court.
26. With regard to the other writ petition No 454/2014 the developer has
brought our attention to the order dated 14/02/2014, 15/01/2021 &
24/09/2021 wherein the prayer against the Developer got deleted and
further their names also got deleted from the case.
27. As there was no pending case against them the question of disclosing
the pending litigation at the time of registration of the project before
RERA does not arise.
28. The advocate for the complainant pointed out on a pending review
petition filed in WA 16566/2011. The developer has stated that there is
no restraining orders from the court on the said petition and hence will
not amount to defect in title and also the said issue was already decided

128

128

128

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

by the Supreme Court and one such revision petition was already disposed off.

29. This authority is of the view that as there is no Impediment from any of the court or any orders restraining the Developer in continuing with their business the same cannot be considered as title defect. This authority cannot look into the merits of the pending cases. Incase by virtue of the pending litigation if the developer was unable to do their business and handover the apartment then this authority could have considered it as the title defect. Hence, this point is answered in the Negative.
30. **Our Answer to point No.2 and 3:-** It is the argument of the complainant that there is a change in details of schedule property. In the agreement of sale of 16/06/2014, it was argued that the schedule A property is very different from the draft deed of declaration (DOD) and sale deed.
31. He has invited the attention of this Authority to the draft of sale deed sent by the developer and also copy of sale deed executed by the developer to another allottee in respect of apartment with said project.
32. The complainant has stated that, in comparison of the sale deed draft sent by the developer before the registration, there is a change in the schedule with respect to larger area and schedule A in comparison with the sale agreement executed by the developer, which is detrimental to the interest of the buyer. It is also submitted that the copy of the sale deed executed by the developer to another allottee in respect of the apartment in the said project.
33. The opponent has committed gross violation of the sanctioned plan by shifting the club house of the project to a place contrary to the position

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

shown in the plan. I also amounts to violation of the provisions under RERA wherein 2/3rd of the allottees permission need to be sought before making any changes in the sanctioned plan.

34. The respondent advocate have contested on the issue of the differences in the schedule property have pointed out that the agreement of sale contains the property of larger property schedule.
35. Measuring in all 40470 sq.mts equalling to ten acres of vacant land. Whereas the schedule A property shown in the agreement of sale which is actually the project area measuring 5459.79 sq.mts.
36. The promoter has submitted that they have not changed the extent of the project but they had changed the boundaries mentioned in the agreements to perfect the title at the time of executing the sale deed which will be the title document for the Allottees. Further they have even submitted that they can retain the same schedule as mentioned in the Agreements at the time of execution of the sale deed to the Complainant.. Further the said ground cannot be considered as title defect and a ground for refund.
37. Further the complainant advocate has mentioned that while obtaining the Commencement certificate the developer has hidden few survey numbers purposely. The Respondent brought our attention to the fact that while mentioning the survey numbers in the commencement certificate the respective authorities will look into the khata certificate and khata extract issued by BBMP and while entering the survey numbers inadvertently few survey numbers were missed however the same was got rectified at the time of obtaining the Occupancy certificate. Hence this ground also cannot be considered as title defect and a ground for refund.

6/13/8

H L

lisme

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

38. Further the complainant has not provided any such document except a bald plan which is not a sanctioned plan to prove his claim. Hence, point's No. 2 and 3 are answered in the Negative.
39. **Our Answer to point No.4:-** It is the contention of the complainant that as per the agreement of sale the date of delivery was to be in December 2017 and the occupancy certificate was received on 03/04/2019. Hence, there is a delay of handing over the possession as per section 18 of the Act. The complainant is entitled for delay interest.
40. Further the Developer has relied upon the judgement passed by the Hon'ble Supreme Court in IREO Realtech wherein the Court has stated that even though there is a delay of 6 months as the project has been completed and the possession was offered after obtaining of the occupancy certificate the Allottee is obliged to take the possession of the property however the developer is obliged to pay the delay interest for the period of delay which has occurred from the date of agreed possession till the date of offer of possession was made to the Allottee.

"Allottees are obliged to take possession of the apartments, since the construction was completed, and possession offered after the issuance of Occupancy Certificate. The Developer is however obliged to pay delay compensation for the period of delay which has occurred from the date of agreed date till the date of offer of possession was made to the allottees".

41. The decision of Hon'ble Supreme Court applied in the case where there is only 5 months delay. However In the case of delay, the Authority ordered delay period interest at the rate of SBI MCLR+2% to be paid within 60 days.

[Handwritten signature]

[Handwritten signature]

[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

42. The respondent has argued in Cmp. No. 2498 and adopted the same in Cmp. No's.2424, 2454 and 4265.
43. On perusal of the complaints in three matters they have relied on the same documents for refund. In these three cases, 2424, 2454 and 4265. The date of delivery was to be on December 2014, January 2019 and April 2019. Occupancy certificate has been received on 03/04/2019. Hence, there is no delay in completion of the project. In respect of the issues raised by the complainant. The question of litigation in change in AOS, sale deed, DOD and club house area. The Authority holds that the decision in complaint No. 2498 holds good and the complainants have not been able to prove their grievances and they deserve to be rejected.
44. It is the argument of the promoter that, if there is a short delay in completion and the refund cannot be ordered as the construction was completed and occupation certificate has been received, as per the case law cited above.
45. In all the three cases the respondent has adopted the same arguments.
1. Complaint No. 2424 agreed date of handing over possession 08/05/2019. OC received on 15/11/2018, intimation given to the complainant to take possession through mail dated 04/01/2019. Period of delay NIL.
 2. Complaint No. 2454 agreed date of handing over possession 26/01/2019. OC received on 15/11/2018, intimation given to the complainant to take possession through mail dated 21/11/2018. Period of delay NIL.

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

3. Complaint No. 4265 agreed date of handing over possession 08/04/2019. OC received on 03/04/2019, intimation given to the complainant to take possession through mail dated 16/04/2019. Period of delay NIL.
4. Complaint No. 2498 agreed date of handing over possession 16/10/2018. OC received on 03/04/2019, intimation given to the complainant to take possession through mail dated 16/04/2019. Period of delay 5 months, prescribed rate of interest which complainant entitled is SBI MCLR + 2%.

ORDER

1. In exercise of the powers conferred under Section 31 of the Real Estate (Regulation and Development) Act, 2016, the complaint bearing No. **CMP/190311/0002424 and CMP/190319/0002454, CMP/190923/0004265** their prayer for refund of amount with interest is hereby rejected as there is no delay in completion of the project.
2. In respect of complaint No. **CMP/190324/0002498**, the respondent is hereby directed to pay the delay period interest for the period of 6 months as per prescribed rate of interest under Rule 16 of the Karnataka RERA Rules, from 16/10/2018 to 16/04/2019.
3. Respondent is directed to pay the interest on delay for 6 months as aforesaid to the complainant in **CMP/190324/0002498** with prescribed rate of

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 SBI MCLR + 2% within 60 days from the
date of this order.

4. Failing which the complainant in
CMP/190324/0002498 is at liberty to enforce the
said order in accordance with law.

No order as to costs.


(Neelamani N Raju)
Member-2
K-RERA


(D. Vishnuvardhana Reddy)
Member-1
K-RERA


(H.C. Kishore Chandra)
Chairman
K-RERA

NOT AN OFFICIAL COPY

NOT AN OFFICIAL COPY