

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 3rd NOVEMBER 2022

PRESIDED BY HON'BLE MEMBER SMT.NEELMANI N RAJU

COMPLAINT NO.:CMP/220116/0008805

COMPLAINANTS.....

**MR. PUTREVU SUBRAMANYAM &
MRS. PUTREVU GAYATHRI
E 1106, JACARANDA
BRIGADE MILLENNIUM
J.P.NAGAR 7TH PHASE
BANGALORE-560078.**

(By Mr. Karan Gupta, Advocate)

V/S

RESPONDENT.....

**Ozone Urbana Infra Developers Pvt Ltd
No.38, Ulsoor Road,
Bengaluru-560042.**

**(By Mr.Deepak Bhaskar & Associates,
Advocates)**

J U D G E M E N T

1. This complaint is filed under section 31 of the RERA Act against the project "OZONE URBANA" for the relief of interest on delay in handing over the apartment.

Brief facts of the complaint are as under:-

2. The complainants had booked an apartment in the project "URBANA BELVEDERE" of respondent by entering into an agreement of construction dated 28/12/2015 and has paid an amount of Rs.1,27,31,285/- (Rupees

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

One Crore Twenty Seven Lakh Thirty One Thousand Two Hundred and Eighty Five only) to the respondent as on 27/8/2020. As per agreement the respondent was under obligation to handover possession on or before December 2017 with a grace period of six months i.e. latest by the end of June 2018. Since last four years the respondent has miserably failed to handover the possession of the apartment. The complainants also submit that the respondent though got the sale deed executed and registered on 27/8/2020, has not given possession of the apartment till date. The complainants sought compensation from the respondent, but they have refused any form of compensation for the delay. Hence, the respondent is liable to pay interest on delay period.

3. After registration of the complaint, in pursuance of the notice, the respondent has appeared before the Authority through its representative, but they have not filed any statement of objections, produced any documents on their behalf. Further, during the proceedings, the respondent has filed its calculation sheet as on 31/8/2022 and 30/9/2022.
4. In support of their claim, the complainant has produced in all 4 documents such as copies of Construction Agreement, Sale Deed, Customer's statement of account issued by Ozone and Memo of calculation for interest on delay period as on 13/09/2022.
5. Heard arguments of both sides.
6. **On the above averments, the following points would arise for my consideration:-**
 - a. Whether the complainants are entitled for the relief claimed?
 - b. What order?
7. **My answer to the above points are as under:-**

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

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

REASONS

8. **My answer to point No.1:-** It is undisputed that the respondent though has executed the sale deed registered in favour of the complainants has failed to handover possession of the apartment to the complainants herein within agreed time. As per the terms of construction between the parties, the possession of the apartment had to be handed over on or before the end of December 2017 with a grace period of six months i.e. by June 2018. When the respondent has failed to handover possession as agreed by them, the complainants have approached this forum for interest on delay.
9. From the averments of the complaint and copies of the agreement between the parties, it is obvious that complainants have already paid full sale consideration amount of Rs.1,27,31,285/- to the respondent as on 27/8/2020. Having accepted the said amount and failure to keep up promise to handover possession of apartment even after executing sale deed for the past four years, certainly entitles the complainants herein for delay period interest. The complainants have claimed Rs.51,28,724/- as delay period interest in their memo of calculation as on 13/09/2022. Whereas the respondent in its calculation sheet as on 31/08/2022 submitted that they have to pay an amount of Rs.69,20,933/- as delay period interest to the complainants. As there was discrepancy in the delay period interest amount, the respondent requested for time to reconcile and submit fresh calculation sheet. During the process of the hearing on 18/10/2022 the respondent filed a calculation sheet as on 30/09/2022 submitting that they have to pay an amount of Rs.52,96,386/- (Rupees Fifty Two Lakh Ninety Six

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

Thousand Three Hundred and Eighty Six only) to the complainants as on 30/09/2022. The complainants agreed with the calculation sheet submitted by the respondent as on 30/9/2022 for an amount of Rs.52,96,386/-. Having regard to all these aspects, this Authority concludes that the complainants are entitled for delay period interest from 31/12/2017 to 30/09/2022 and later on.

10. Therefore, it is incumbent upon the respondent to pay interest for the principle amount for the delay period which is determined as under:

Payment Details				
S.NO	TYPE	AMOUNT	DATE	DELAY PERIOD INTEREST TO BE PAID BY THE RESPONDENT AS ON 30/09/2022
1	PRINCIPAL AMOUNT PAID BY THE COMPLAINANTS	1,27,07,284	31-12-2017	52,96,386

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

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

ORDER

In exercise of the powers conferred under Section 31 of the Real Estate (Regulation and Development) Act, 2016, the complaint bearing **No.CMP/220116/0008805** is hereby allowed. Respondent is directed to pay the amount of **Rs.52,96,386/- (Rupees Fifty Two Lakh Ninety Six Thousand Three Hundred and Eighty Six only)** as delay


[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

period interest calculated at MCLR + 2% from 31/12/2017 to 30/09/2022 to the complainants within 60 days from the date of this order. The interest due from 01/10/2022 up to the date of final payment will be calculated likewise and paid to the complainants. The complainants are at liberty to initiate action for recovery in accordance with law if the respondent fails to pay the amount as per the order of this Authority.


(Neelmani N Raju)
Member-2, KREERA

NOT AN OFFICIAL COPY

NOT AN OFFICIAL COPY