



ಕರ್ನಾಟಕ ರಿಯಲ್ ಎಸ್ಟೇಟ್ ನಿಯಂತ್ರಣ ಪ್ರಾಧಿಕಾರ

ಕಡತ ಸಂಖ್ಯೆ CMP/9318

ಪುಟ ಸಂಖ್ಯೆ 4

ಎಷಯ Somet Kumar Chandanavathi

Shrividya Towers Pvt Ltd.


ಕಂಡಿಕೆ
ಸಂಖ್ಯೆ

ಟಿಪ್ಪಣಿ ಮತ್ತು ಅದೇಶಗಳು

30/01/2024

In this Complaint No.9318 the Hon'ble Authority has passed Judgment on 26/12/2022. Joint Memo of Settlement dated 03/01/2024 has been filed by Complainant and the Respondent showing that the matter has been settled by the Complainant and Respondent to complete the registration and taking possession with an offer of Rs.2,00,000/- (Rupees Two lakhs only) as full and final settlement. The Joint Memo has been signed by both the parties.

In view of the above, the Complaint is closed as settled.


Hon'ble Member
K-RERA

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BEFORE THE KARNATAKA REAL ESTATE REGULATORY AUTHORITY
AT BANGALORE.

CMP No.9318 /2022

Between:

Mr. Sanat Kumar Chandravanshi

Complainant

And:

Shrivision Towers Pvt Ltd

Respondent

JOINT MEMO OF SETTLEMENT

The Complainant and the Respondent most respectfully submit as follows: -

1. The Complainant has filed this case Before this Hon'ble Authority in complaint No. CMP/ 9318/22.

After due discussions between the Complainant and Respondent, the parties have amicably resolved to settle the matter amongst themselves and thereby resolved to solve the dispute. The signing Parties have agreed as under and have decided to file the present Joint Memo of Settlement and settle this case in accordance with the same.

- a. The complainant has agreed to take possession in the Project known as "Shriram GF-2" bearing Apartment No. H-610 in H Tower.

b. The Complainant has agreed to receive Rs.2,00,000 /- (Rupees Two Lakhs Only) as full and final settlement amount.

c. Similarly, the Complainant and the Respondent have agreed that the amount of Rs. 2,00,000/- (Rupees Two lakhs Only) shall be paid in the form of final Demand towards Adjusting balance sale consideration from the Signing of this memo.

2. That both the Parties have undertaken not to file any other case/proceedings before any court/authority against each other with regards to the subject-matter of the complaint. Further, both Parties agree that any other proceedings or actions initiated regarding the subject matter of this complaint and if so, the same shall be treated as stand settled without any further demand.

3. The Parties state that, they have no claim of whatsoever manner against each other either past, present, or future other than what is agreed upon with respect to the complaint filed before in the Project known as Shriram GF-2 bearing the RERA which is the subject matter of this case.

4. The Parties further state that there is no collusion, force, fraud or any undue influence in entering into the instant compromise and executing the Joint memo of settlement.

1.


Complainant

1. For Shrivision Towers Pvt. Ltd.


Authorised Signatory
Respondent

Place: Bengaluru

Date: 03/01/2024

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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 26th DECEMBER 2022

PRESIDED BY HON'BLE MEMBER SMT.NEELMANI N RAJU

COMPLAINT NO.: CMP/220406/0009318

COMPLAINANT.....

**MR.SANAT KUMAR CHANDRAVANSHI
FLAT NO.407, VAASTUBHOOMI
SPRINGSEAS SUNSHINE
SEEGEHALLI, HOSKOTE MAIN ROAD
KADUGODI
BANGALORE-560067.**

(IN PERSON)

Vs

RESPONDENT.....

**SHRIVISION TOWERS PVT LTD
40/43, 8TH MAIN, 4TH CROSS
SADASHIVA NAGAR
BANGALORE-560080.**

**(By Mr.Joseph Anthony, Advocate
& others, JSM Law Partners)**

*** * * * ***

J U D G E M E N T

1. This complaint is filed under section 31 of the RERA Act against the project "SHRIRAM GREENFIELD PHASE 2" developed by **SHRIVISION TOWERS PVT LTD** on Sy.No.73/1, 73/2A, 74(P) & 81, Bommanahalli Village, Bidarahalli Hobli, Bangalore East Taluk, Hoskote, Bengaluru Rural District for the relief of interest on delay.
2. This project has been registered under RERA bearing Registration No.PRM/KA/RERA/1250/304/PR/171014/001220 valid till 31/3/2021. The project was extended due to Covid-19 for a period of 9 months till

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Karnataka Real Estate Regulatory Authority,

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31/12/2021. The Authority has further extended its registration for a further period of 12 months i.e. till 31/12/2022.

Brief facts of the complaint are as under:-

3. The complainant had purchased an apartment in the project of respondent and entered into an agreement of sale on 21/09/2019 and has paid an amount of Rs.51,30,639/- (Rupees Fifty One Lakh Thirty Thousand Six Hundred and Thirty Nine only) to the respondent. The respondent was supposed to hand over the possession of the flat to the complainant by 31/03/2021 with 6 months grace period i.e. latest by the end of September 2021, but till today the respondent has not handed over the possession of the apartment to the complainant. The respondent has failed to complete the project and deliver the possession of the flat on time. The respondent has kept postponing the date of possession multiple times for one or the other reason and has defaulted on terms and conditions as agreed. Thus, the respondent is liable to pay interest on delay period. Hence, this complaint.
4. After registration of the complaint, in pursuance of the notice, the respondent has appeared before the Authority through its counsel and has filed statement of objections as under:
5. The Respondent contends that the complainant is not entitled for seeking relief sought in light of the Agreement of Sale dated 21/09/2019 and submits that the delay in completion of the project was attributed to the pending litigations against the respondent before the Hon'ble National Green Tribunal in O.A.No.222/2014 as well as before the Hon'ble Supreme Court in Civil Appeal No.5016/2016 benches regarding maintenance of buffer zones where the apartment allotted to complainant

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- in respect of the project was situated and on conclusion of the cases in Hon'ble NGT and Hon'ble Supreme Court, the construction proceeded.
6. The respondent further contends that the project has not been completed within stipulated time due to force majeure events such as, scarcity of raw materials, non-availability of skilled labours, transport disruption or such reasons beyond the control of the respondent, and the respondent cannot be held liable to compensate the complainant under section 18(1) of RERA Act. In addition COVID-19 pandemic and the lockdown have also contributed significantly to the obstacles faced by the respondent. The respondent contends that there is no wilful delay or default by the respondent in handing over the possession of the apartment to the complainant and continues to remain committed to delivering the possession to its customers. The respondent denies the allegations of the complainant and submits that the delay has been caused as a result of factors beyond the control of the respondent such as the ruling of the NGT and force majeure of the pandemic. The respondent further contends that the impact of the ruling of the NGT, New Delhi was common knowledge as the same had been extensively published in the media and the newspapers as the same was widely covered in public knowledge and prays not to grant the relief sought by the complainants in the interest of justice and equity and to dismiss the complaint.
7. In support of their defence, the respondent has submitted copies of the Agreement of Sale, sanctioned plan dated 1/3/2016, Order dated 4/5/2016 passed by Hon'ble National Green Tribunal, Delhi in O.A.222/2014, Order dated 5/3/2019 passed by the Hon'ble Supreme Court in Civil Appeal No.5016/2016, maps of Bommenahalli and Bendiganahalli village depicting the lake, screenshot from Google Maps depicting the location of the Project and the lake, copies of the RERA

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registration and extension certificates and memo of calculation as on 19/12/2022.

8. In support of their claim, the complainant has produced documents such as copies of Agreement of Sale, Payment receipts, email correspondence with the respondent, customer statement of account from Shrivision Towers Private Limited dated 18/7/2022, Photographs of the project and memo of calculation as on 18/07/2022.

9. Heard arguments of both sides.

10. 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?

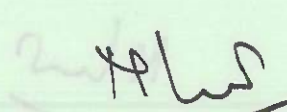
11. My answer to the above points are as under:-

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

REASONS

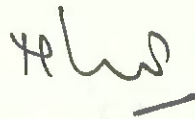
12. **My answer to point No.1:-** From the materials placed on record, it is apparent that inspite of entering into an agreement for sale to handover the apartment within 31/03/2021 with the grace period of six months i.e. latest by the end of September 2021, the respondent failed to abide by the terms of the agreement and not handed over the possession of the apartment to the complainant till today.

13. The respondent was directed to furnish information regarding the date of start of NGT litigation, date of order of Hon'ble NGT/Hon'ble Supreme



Court, when the appeal was filed in the Hon'ble Supreme Court, date of sale of apartment to the complainant, whether the complainants/customers were kept informed about the litigation existing at the time of sale of agreement, whether they had kept the RERA Authority informed about this litigation at the time of registration, date of application for RERA registration.

14. The respondent have not kept the RERA Authority informed about the litigation at the time of Registration nor had intimated the complainant/customers about the ongoing dispute despite knowing the fact that the Hon'ble NGT order could delay their project. At the time of registration in RERA, the respondent could have taken larger time for completion or changed their building plan. The respondent's contention that the ruling of the NGT, New Delhi had been extensively published in the media and newspapers and that the buyer ought to have been aware about the ruling of the NGT, New Delhi is not acceptable. The onus is on the promoter to open all their cards at the time of sales and not to keep the customers in dark.
15. The complainant vide his memo of calculation as on 18/07/2022 has claimed an amount of Rs.4,51,814/- as delay period interest from 31/03/2021 to 18/7/2022. The respondent vide his memo of calculation as on 19/12/2022 submits that the amount payable to the complainant is Rs.4,04,886/- towards delay period interest calculated from 31/12/2021 to 19/12/2022. There is also difference over the principal amount paid and received by both the parties. Having regard to all these aspects, this Authority concludes that the complainant is entitled for delay period interest from 30/09/2021 to 18/7/2022 and later on.



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16. Therefore, it is incumbent upon the respondent to pay interest on delay determined as under:

Payment Details			
S.NO	TYPE	AMOUNT	DATE
1	TOTAL PAYMENT TILL POSSESSION	34,42,724	30-09-2021
2	SUBSEQUENT PAYMENT 1	47,000	08-10-2021
3	SUBSEQUENT PAYMENT 2	2,39,893	16-10-2021
4	SUBSEQUENT PAYMENT 3	2,86,894	31-12-2021
5	SUBSEQUENT PAYMENT 4	56,000	14-02-2022
6	SUBSEQUENT PAYMENT 5	2,30,894	17-02-2022
7	SUBSEQUENT PAYMENT 6	2,86,893	08-04-2022
8	SUBSEQUENT PAYMENT 7	4,30,341	09-05-2022
9	SUBSEQUENT PAYMENT 8	1,10,000	30-05-2022
10	TOTAL PRINCIPLE AMOUNT	51,30,639	
11	TOTAL DELAYED INTEREST as on 18/07/2022	3,19,855	

Interest Calculation						
S.NO	FROM DATE	TO DATE	NO. OF DAYS	MCLR RATE	INTEREST RATE	INTEREST
INTEREST CALCULATION FOR AMOUNT PAID TILL POSSESSION 3,442,724						
1	30-09-2021	30-10-2021	30	7.3	9.3 as on 15-09-2021	26,315
2	30-10-2021	30-11-2021	31	7.3	9.3 as on 15-10-2021	27,192
3	30-11-2021	30-12-2021	30	7.3	9.3 as on 15-11-2021	26,315
4	30-12-2021	30-01-2022	31	7.3	9.3 as on 15-12-2021	27,192

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5	30-01-2022	28-02-2022	29	7.3	9.3 as on 15-01-2022	25,438
6	28-02-2022	28-03-2022	28	7.3	9.3 as on 15-02-2022	24,561
7	28-03-2022	28-04-2022	31	7.3	9.3 as on 15-03-2022	27,192
8	28-04-2022	28-05-2022	30	7.4	9.4 as on 15-04-2022	26,598
9	28-05-2022	28-06-2022	31	7.5	9.5 as on 15-05-2022	27,777
10	28-06-2022	18-07-2022	20	7.7	9.7 as on 15-06-2022	18,298
INTEREST CALCULATION FOR 1 SUBSEQUENT PAYMENT 47,000						
1	08-10-2021	08-11-2021	31	7.3	9.3 as on 15-09-2021	371
2	08-11-2021	08-12-2021	30	7.3	9.3 as on 15-10-2021	359
3	08-12-2021	08-01-2022	31	7.3	9.3 as on 15-11-2021	371
4	08-01-2022	08-02-2022	31	7.3	9.3 as on 15-12-2021	371
5	08-02-2022	08-03-2022	28	7.3	9.3 as on 15-01-2022	335
6	08-03-2022	08-04-2022	31	7.3	9.3 as on 15-02-2022	371
7	08-04-2022	08-05-2022	30	7.3	9.3 as on 15-03-2022	359
8	08-05-2022	08-06-2022	31	7.4	9.4 as on 15-04-2022	375
9	08-06-2022	08-07-2022	30	7.5	9.5 as on 15-05-2022	366

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10	08-07-2022	18-07-2022	10	7.7	9.7 as on 15-06-2022	124
INTEREST CALCULATION FOR 2 SUBSEQUENT PAYMENT 239,893						
1	16-10-2021	16-11-2021	31	7.3	9.3 as on 15-10-2021	1,894
2	16-11-2021	16-12-2021	30	7.3	9.3 as on 15-11-2021	1,833
3	16-12-2021	16-01-2022	31	7.3	9.3 as on 15-12-2021	1,894
4	16-01-2022	16-02-2022	31	7.3	9.3 as on 15-01-2022	1,894
5	16-02-2022	16-03-2022	28	7.3	9.3 as on 15-02-2022	1,711
6	16-03-2022	16-04-2022	31	7.3	9.3 as on 15-03-2022	1,894
7	16-04-2022	16-05-2022	30	7.4	9.4 as on 15-04-2022	1,853
8	16-05-2022	16-06-2022	31	7.5	9.5 as on 15-05-2022	1,935
9	16-06-2022	16-07-2022	30	7.7	9.7 as on 15-06-2022	1,912
10	16-07-2022	18-07-2022	2	7.8	9.8 as on 15-07-2022	128
INTEREST CALCULATION FOR 3 SUBSEQUENT PAYMENT 286,894						
1	31-12-2021	31-01-2022	31	7.3	9.3 as on 15-12-2021	2,266
2	31-01-2022	28-02-2022	28	7.3	9.3 as on 15-01-2022	2,046
3	28-02-2022	28-03-2022	28	7.3	9.3 as on 15-02-2022	2,046

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4	28-03-2022	28-04-2022	31	7.3	9.3 as on 15-03-2022	2,266
5	28-04-2022	28-05-2022	30	7.4	9.4 as on 15-04-2022	2,216
6	28-05-2022	28-06-2022	31	7.5	9.5 as on 15-05-2022	2,314
7	28-06-2022	18-07-2022	20	7.7	9.7 as on 15-06-2022	1,524
INTEREST CALCULATION FOR 4 SUBSEQUENT PAYMENT 56,000						
1	14-02-2022	14-03-2022	28	7.3	9.3 as on 15-01-2022	399
2	14-03-2022	14-04-2022	31	7.3	9.3 as on 15-02-2022	442
3	14-04-2022	14-05-2022	30	7.3	9.3 as on 15-03-2022	428
4	14-05-2022	14-06-2022	31	7.4	9.4 as on 15-04-2022	447
5	14-06-2022	14-07-2022	30	7.5	9.5 as on 15-05-2022	437
6	14-07-2022	18-07-2022	4	7.7	9.7 as on 15-06-2022	59
INTEREST CALCULATION FOR 5 SUBSEQUENT PAYMENT 230,894						
1	17-02-2022	17-03-2022	28	7.3	9.3 as on 15-02-2022	1,647
2	17-03-2022	17-04-2022	31	7.3	9.3 as on 15-03-2022	1,823
3	17-04-2022	17-05-2022	30	7.4	9.4 as on 15-04-2022	1,783
4	17-05-2022	17-06-2022	31	7.5	9.5 as on 15-05-2022	1,862

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5	17-06-2022	17-07-2022	30	7.7	9.7 as on 15-06-2022	1,840
6	17-07-2022	18-07-2022	1	7.8	9.8 as on 15-07-2022	61
INTEREST CALCULATION FOR 6 SUBSEQUENT PAYMENT 286,893						
1	08-04-2022	08-05-2022	30	7.3	9.3 as on 15-03-2022	2,192
2	08-05-2022	08-06-2022	31	7.4	9.4 as on 15-04-2022	2,290
3	08-06-2022	08-07-2022	30	7.5	9.5 as on 15-05-2022	2,240
4	08-07-2022	18-07-2022	10	7.7	9.7 as on 15-06-2022	762
INTEREST CALCULATION FOR 7 SUBSEQUENT PAYMENT 430,341						
1	09-05-2022	09-06-2022	31	7.4	9.4 as on 15-04-2022	3,435
2	09-06-2022	09-07-2022	30	7.5	9.5 as on 15-05-2022	3,360
3	09-07-2022	18-07-2022	9	7.7	9.7 as on 15-06-2022	1,029
INTEREST CALCULATION FOR 8 SUBSEQUENT PAYMENT 110,000						
1	30-05-2022	30-06-2022	31	7.5	9.5 as on 15-05-2022	887
2	30-06-2022	18-07-2022	18	7.7	9.7 as on 15-06-2022	526
					TOTAL DELAYED INTEREST as on 18/07/2022	3,19,855

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

(Signature)

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18. 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/220406/0009318** is hereby allowed. Respondent is directed to pay a sum of **Rs.3,19,855/- (Rupees Three Lakh Nineteen Thousand Eight Hundred and Fifty Five only)** towards delay period interest to the complainant within 60 days from the date of this order, calculated at MCLR + 2% from 30/09/2021 till 18/07/2022 and later on. The interest due from 19/07/2022 up to the date of final payment will be calculated likewise and paid to the complainant. The complainant is 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, K-RERA

Exercise of the powers conferred under Section 31 of the Real

Regulation and Development Act, 2010, the complaint

Account No. 6257230+06/0009718 is hereby assigned. Respondent

pay a sum of Rs.2,19,525/- (Rupees Three Lakh

Michael, a Twenty One Hundred and Fifty Five only towards

three period interval to the complaint within 60 days from the

Price of this : \$1.00, included in MCLR + 2% from 09/09/2021 till

18/07/2023 and before. The interest due from 19/07/2023 up

to the date of final payment will be calculated likewise and paid to

the complainant. The complainant is at liberty to initiate action for

recovery is disturbance with loss of the transducer fails to pay the

Amount as per the order of the Authority

Intervista, 15-16-17-18-19-20-21-22-23-24-25-26-27-28-29-30-31-32-33-34-35-36-37-38-39-40-41-42-43-44-45-46-47-48-49-50-51-52-53-54-55-56-57-58-59-60-61-62-63-64-65-66-67-68-69-70-71-72-73-74-75-76-77-78-79-80-81-82-83-84-85-86-87-88-89-90-91-92-93-94-95-96-97-98-99-100-101-102-103-104-105-106-107-108-109-110-111-112-113-114-115-116-117-118-119-120-121-122-123-124-125-126-127-128-129-130-131-132-133-134-135-136-137-138-139-140-141-142-143-144-145-146-147-148-149-150-151-152-153-154-155-156-157-158-159-160-161-162-163-164-165-166-167-168-169-170-171-172-173-174-175-176-177-178-179-180-181-182-183-184-185-186-187-188-189-190-191-192-193-194-195-196-197-198-199-200-201-202-203-204-205-206-207-208-209-210-211-212-213-214-215-216-217-218-219-220-221-222-223-224-225-226-227-228-229-230-231-232-233-234-235-236-237-238-239-240-241-242-243-244-245-246-247-248-249-250-251-252-253-254-255-256-257-258-259-260-261-262-263-264-265-266-267-268-269-270-271-272-273-274-275-276-277-278-279-280-281-282-283-284-285-286-287-288-289-290-291-292-293-294-295-296-297-298-299-300-301-302-303-304-305-306-307-308-309-310-311-312-313-314-315-316-317-318-319-320-321-322-323-324-325-326-327-328-329-330-331-332-333-334-335-336-337-338-339-340-341-342-343-344-345-346-347-348-349-350-351-352-353-354-355-356-357-358-359-360-361-362-363-364-365-366-367-368-369-370-371-372-373-374-375-376-377-378-379-380-381-382-383-384-385-386-387-388-389-390-391-392-393-394-395-396-397-398-399-400-401-402-403-404-405-406-407-408-409-410-411-412-413-414-415-416-417-418-419-420-421-422-423-424-425-426-427-428-429-430-431-432-433-434-435-436-437-438-439-440-441-442-443-444-445-446-447-448-449-450-451-452-453-454-455-456-457-458-459-460-461-462-463-464-465-466-467-468-469-470-471-472-473-474-475-476-477-478-479-480-481-482-483-484-485-486-487-488-489-490-491-492-493-494-495-496-497-498-499-500-501-502-503-504-505-506-507-508-509-510-511-512-513-514-515-516-517-518-519-520-521-522-523-524-525-526-527-528-529-530-531-532-533-534-535-536-537-538-539-540-541-542-543-544-545-546-547-548-549-550-551-552-553-554-555-556-557-558-559-560-561-562-563-564-565-566-567-568-569-570-571-572-573-574-575-576-577-578-579-580-581-582-583-584-585-586-587-588-589-590-591-592-593-594-595-596-597-598-599-600-601-602-603-604-605-606-607-608-609-610-611-612-613-614-615-616-617-618-619-620-621-622-623-624-625-626-627-628-629-630-631-632-633-634-635-636-637-638-639-640-641-642-643-644-645-646-647-648-649-650-651-652-653-654-655-656-657-658-659-660-661-662-663-664-665-666-667-668-669-670-671-672-673-674-675-676-677-678-679-680-681-682-683-684-685-686-687-688-689-690-691-692-693-694-695-696-697-698-699-700-701-702-703-704-705-706-707-708-709-710-711-712-713-714-715-716-717-718-719-720-721-722-723-724-725-726-727-728-729-730-731-732-733-734-735-736-737-738-739-740-741-742-743-744-745-746-747-748-749-750-751-752-753-754-755-756-757-758-759-760-761-762-763-764-765-766-767-768-769-770-771-772-773-774-775-776-777-778-779-780-781-782-783-784-785-786-787-788-789-790-791-792-793-794-795-796-797-798-799-800-801-802-803-804-805-806-807-808-809-810-811-812-813-814-815-816-817-818-819-820-821-822-823-824-825-826-827-828-829-830-831-832-833-834-835-836-837-838-839-840-841-842-843-844-845-846-847-848-849-850-851-852-853-854-855-856-857-858-859-860-861-862-863-864-865-866-867-868-869-870-871-872-873-874-875-876-877-878-879-880-881-882-883-884-885-886-887-888-889-890-891-892-893-894-895-896-897-898-899-900-901-902-903-904-905-906-907-908-909-910-911-912-913-914-915-916-917-918-919-920-921-922-923-924-925-926-927-928-929-930-931-932-933-934-935-936-937-938-939-940-941-942-943-944-945-946-947-948-949-950-951-952-953-954-955-956-957-958-959-960-961-962-963-964-965-966-967-968-969-970-971-972-973-974-975-976-977-978-979-980-981-982-983-984-985-986-987-988-989-990-991-992-993-994-995-996-997-998-999-1000-1001-1002-1003-1004-1005-1006-1007-1008-1009-1010-1011-1012-1013-1014-1015-1016-1017-1018-1019-1020-1021-1022-1023-1024-1025-1026-1027-1028-1029-1030-1031-1032-1033-1034-1035-1036-1037-1038-1039-1040-1041-1042-1043-1044-1045-1046