



# ಕರ್ನಾಟಕ ರಿಯಲ್ ಎಸ್ಟೇಟ್ ನಿಯಂತ್ರಣ ಪ್ರಾಧಿಕಾರ

ಕಡತ ಸಂಖ್ಯೆ Cmp. No : 9270

ಪುಟ ಸಂಖ್ಯೆ .....

ವಿಷಯ

Mr. Avinash Kumar & Another

Raaga.

ಕಂಡಿಕೆ  
ಸಂಖ್ಯೆ

ಟಿಪ್ಪಣಿ ಮತ್ತು ಆದೇಶಗಳು

**CMP- 9270**

**22.11.2023**

As per the request of the complainants and Sri. B.C. Jagadeesha SPA holder of the respondent, the execution proceedings in the above case is taken-up for amicable settlement, in the National Lok Adalat held on 09.12.2023.

The complainants and Sri. B.C. Jagadeesha SPA holder of the respondent are present, in the pre-Lok-Adalat sitting held on 22.11.2023. The dispute in connection with execution proceedings in the above case is settled as per the joint memo dated:22.11.2023 filed during the Pre Lok Adalat sitting held today on 22.11.2023 and filed memo reporting settlement dated: 22.11.2023. The settlement entered between the parties is voluntary and legal one and as per which the complainants have no further claims against the respondent whatsoever in the above case. The respondent during pre Lok Adalat sitting handed over a DD (On Demand Pay) bearing No: 394574 dated: 18.11.2023 for a sum of Rs.12,93,127/-(Rupees Twelve Lakhs Ninety Three Thousand One Hundred and Twenty Seven Only) of Axis bank, M.G. Road, Branch Bengaluru, in the name of complainant No. 2 to the complainants. The dispute in connection with execution proceedings in the above case is settled between the parties in the Pre Lok Adalat sitting held on 22.11.2023 in terms of the joint memo dated:22.11.2023. The RRC issued against the respondent is hereby recalled and office is directed to issue intimation accordingly to the concern DC. The matter referred to conciliators to pass award.

Received a DD for a sum of

Rs. 12,93,127/-

(AVINASH KUMAR)

Chanda Dru (Chanda Dru)

Judicial Conciliator.

Advocate Conciliator.

For KOLTE PATIL DEVELOPERS LTD.

(Authorized Signatory)

(B.C.)



BEFORE THE HON'BLE ADJUDICATING OFFICER, REAL ESTATE  
REGULATORY AUTHORITY AT BANGALORE

CMP/220328/0009270

BETWEEN

**1. Mr. Avinash Kumar**

Age: 34 years,  
(PAN No BUUPK0979D)

**2. Mrs. Chanda Devi**

Age: 54 years,  
(PAN No. AJAPC4557H)

Both residing at: Door No. G1,  
Building 57/2, Venkateshwara Nilaya,  
14th Cross, Ejipura, Vivek Nagar Post,  
Bangalore - 560 047

... Complainants

AND

**Kolte Patil Developers Limited**

Company incorporated under  
The Companies Act, 1956,  
having its Branch Office at: The Estate,  
No. 121, 10th Floor, Dickenson Road,  
Bangalore 560042

**Represented by SPA Holder,  
B.C Jagadeesha**

... Respondent

JOINT MEMO

1. The Complainants and the Respondent respectfully submit that in view of settlement in the above matter the Respondent has paid a sum of **Rs. 12,93,127** [Rs. 14,36,808/- less TDS of Rs. 1,43,681] as full and final settlement of all amounts due and liable to the Complainants in terms of Order dated 09.01.2023 passed in CMP/220328/0009270 along with a Memo reporting the same on 22.11.2023.
2. It is submitted that after due discussions between the Complainants and Respondent, 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 Settlement Memo and settle this case in accordance with the same.
3. The Respondent has handed over Demand Draft bearing No. 394574 drawn on Axis Bank, M.G. Road branch, Bengaluru dated 18.11.2023 for a sum of **Rs. 12,93,127/-** in favour of Chanda Devi (Complainant No. 2). The Complainants have accepted the above mentioned Demand Draft as full and final settlement of all claims by or against the Respondent.

For KOLTE PATIL DEVELOPERS LTD.

Authorised Signatory

chanda devi

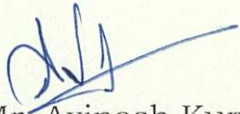



4. It is submitted that both the parties have undertaken not to file any other case/proceedings before any court/authority against each other with regards to the subject matter of the complaint. Further, both parties agree that any other proceedings or actions initiated with regard to the said Complaint stand settled.
5. 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 RERA which is the subject matter of this case. It is further submitted that there is no collusion, force, fraud or any undue influence in entering into the instant compromise and executing the Joint Memo and the requisition filed by the Respondent dated 17.11.2023 may be allowed.

Wherefore it is prayed that this Hon'ble Authority may be pleased to take this Memo on record and dismiss the subject complaint as amicably settled fully with the Respondent and return the RRC in the interest of Justice and Equity.

Copy of the paid Memo is attached hereto as Annexure A.

Pray for Order accordingly.

  
1. Mr. Avinash Kumar

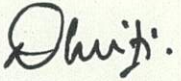
  
2. Mrs. Chanda Devi

**Complainants**

For KOLTE PATIL DEVELOPERS LTD.

  
Authorised Signatory  
Respondent

[BC Jayadeeshu]

  
Advocate for Respondent

Bangalore

Date: 22.11.2023



**BEFORE THE HON'BLE ADJUDICATING OFFICER, REAL ESTATE  
REGULATORY AUTHORITY AT BANGALORE**

**CMP/220328/0009270**

**BETWEEN**

**1. Mr. Avinash Kumar**

Age: 34 years,  
(PAN No BUUPK0979D)

**2. Mrs. Chanda Devi**

Age: 54 years,  
(PAN No. AJAPC4557H)

Both R/at: Door No. G1,  
Building 57/2, Venkateshwara Nilaya,  
14th Cross, Ejipura, Vivek Nagar Post,  
Bangalore - 560 047

**... Complainants**

**AND**

**Kolte Patil Developers Limited**

Company incorporated under  
The Companies Act, 1956,  
having its Branch Office at: The Estate,  
No. 121, 10th Floor, Dickenson Road,  
Bangalore 560042

**Represented by SPA Holder,  
B.C. Jagadeesha**

**... Respondent**

**MEMO REPORTING SETTLEMENT**

The Complainants and the Respondent most respectfully submits as follows:-

1. It is submitted that the Complainants had filed the above Complaint against the Respondent seeking for delay compensation.
2. It is submitted that on 09.01.2023 the Orders were passed in the above Complaint by this Hon'ble Adjudicating Officer.
3. The Respondent Developer has already completed the construction of the project and has obtained the Occupancy Certificate on 03.09.2020.
4. It is submitted that the Respondent Developer has also executed and registered the sale deed in favour of Complainant vide sale deed dated 09.01.2023 and Complainants have also taken possession of the same.

For KOLTE PATIL DEVELOPERS LTD.

Authorised Signatory

chanda Devi



5. The parties have amicably arrived at an out of court settlement and therefore all our disputes and claims whatsoever does not survive for consideration and the order dated 09.01.2023 passed by your Hon'ble in CMP/220328/0009270 does not survive for enforcement/recovery.
6. In view of the amicable out of court settlement arrived with the Respondent developer and Complainant, we have no claims whatsoever against the Respondent developer and the order dated 09.01.2023 passed by the Hon'ble Authority in CMP/220328/0009270 is fully satisfied and there is nothing left to enforce the recovery in terms of the order dated 09.01.2023.

Wherefore, it is most respectfully prayed that this Hon'ble Authority may be pleased to take the memo on record and dismiss the subject complaint as amicably settled fully with the Respondent in the interest of Justice and Equity.

1. Mr. Avinash Kumar

Chanda Devi

2. Mrs. Chanda Devi

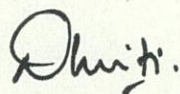
**Complainants**

For KOLTE PATIL DEVELOPERS LTD.

  
Authorised Signatory

**Respondent**

[BC Jayadeesha]



**Advocate for Respondent**

**Bangalore**

**Date: 22.11.2023**

**Complaint No. CMP/220328/0009270**

**09.12.2023**

**Before the Lok-Adalat**

The execution proceedings in above case are taken up before the Lok-Adalat. The joint memo dated: 22.11.2023 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 Pre Lok-Adalat sitting held on 22.11.2023, as per joint memo dated: 22.11.2023. 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: 09<sup>TH</sup> DAY OF DECEMBER 2023**

**: CONCILIATORS PRESENT:**

Sri. I. F. Bidari ..... Judicial Conciliator

AND

Ms. Likitha T.A. .... Advocate Conciliator

**COMPLAINT NO: CMP/220328/0009270**

**Between**

1. Mr. Avinash Kumar  
2. Mrs. Chanda Devi ..... Complainants

AND

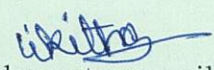
M/s. Kolte Patil Developers Ltd.,  
(Rep. by SPA holder Mr. B.C. Jagadeesha) ..... Respondent

**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 and memo reporting settlement dated: 22.11.2023 filed during the Pre-Lok Adalat sitting held on 22.11.2023, same is accepted. The settlement entered between the parties is voluntary and legal one.

The execution proceeding in the above case stands disposed off in terms of the joint memo dated: 22.11.2023 and in terms of the memo reporting settlement and the same are 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-4**

**PRESENT**

**SHRI. H.C. KISHORE CHANDRA, CHAIRMAN**

**Dated 9<sup>th</sup> January 2023**

**Complaint No. CMP/220328/0009270**

**COMPLAINANT....**

**Avinash Kumar &  
Chanda Devi  
H-103, Kolte Patil Raaga  
Off. Hennur Road  
Kannur  
Bengaluru-562 149.**

**( IN PERSON)**

**V/S**

**RESPONDENT.....**

**M/s Kolte Patil Developers  
Limited  
The Estate No.121, 10<sup>th</sup> floor  
Dickenson Road  
Bengaluru-560 042.**

**(By Mr/Mrs. Manasa B.Rao,  
P.S. Gurumurthy,Gowthama  
..... others, Advocates)**

*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

## JUDGEMENT

1. The aforesaid complainants have filed this complaint under section 31 of RERA Act against the project "RAAGA" developed by "KOLTE PATIL DEVELOPERS LIMITED" and sought for the relief of interest on delay period.
2. The promoter has developed a project in the limits of property bearing Sy.no. 33, Kannur Village, Bidarahalli Hobli, Bengaluru East Taluk, Bengaluru.
3. This project has been registered in RERA bearing registration no. PRM/KA/RERA/1251/446/PR/171014/000856.
4. **Brief facts of the case:** The complainants, had earlier entered into an agreement of sale and construction both dated **28.11.2014** with the respondent for the purchase of flat bearing no. **K-103 on the first floor in K-block/wing residential complex "RAAGA"**. As per the construction agreement dated 28<sup>th</sup> November 2014, the builder was obligated to hand over the possession on or before **March 2016** with a grace period ending **September 2016**. As there is no possibility of handing over the apartment by the builder by the end of 2015, the complainants have decided to switch to apartment no. **H-103** in a different block of the same project. Accordingly, as per deed of cancellation dated 28<sup>th</sup> day of December 2015, the sale agreement and construction agreement both being dated 28.11.2014 entered into between the parties in respect of apartment **K-103** of "RAAGA" project was cancelled. Thereafter, the respondent has executed a



## ಕರ್ನಾಟಕ ರಿಯಲ್ ಎಸ್ಟೇಟ್ ನಿಯಂತ್ರಣ ಪ್ರಾಧಿಕಾರ,

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fresh construction agreement in favour of the complainant on 28<sup>th</sup> December 2015 towards construction of the apartment bearing no.**H-103** on the first floor in the **H-Block**/wing of the residential complex "**RAAGA**". The complainant has paid entire sale consideration of Rs.**57,77,166/-**.(Rs. Fifty seven lakhs seventy seven thousand one hundred sixty six only). As per construction agreement, the respondent/promoter was required to hand over the possession of the apartment by **July 2017 with a grace period of 6 months i.e. by January 2018**. Further, the respondent has executed the sale deed in favour of the complainants on **8.2.2021** and the possession of the said apartment was handed over on **2<sup>nd</sup> April 2021**. The complainants were promised a nominal compensation of Rs.**8,000/-** per month for the delay but the builder has decided not to provide any sort of compensation. The complainants have sought for the relief of interest on delay period and rent from March 2016 to April 2021. Hence, this complaint.

5. After registration of the complaint, in pursuance of notice, the respondent has appeared before the Authority through its counsel and filed statement of objections as under:

The respondent has denied all the allegations made against it by the complainant as false. The respondent had entered into a construction agreement with the complainants for construction of apartment dated 28.12.2015. Further, in terms of the construction agreement, the date of handing over of possession was July 2017, however, respondent was given 6 months grace period i.e. till January 2018. This is evident



## ಕರ್ನಾಟಕ ರಿಯಲ್ ಎಸ್ಟೇಟ್ ನಿಯಂತ್ರಣ ಪ್ರಾಧಿಕಾರ,

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from the clause-13 of the construction agreement dated 28.12.2015. It is contended that the respondent has faced several hurdles which were beyond its control, despite the same the project was completed and occupancy certificate was obtained on 3.9.2020. Further, it is urged that there is no delay and in any event in the absence of willful delay, there is no question of any claim that can be made against the respondent. It is submitted that, clause 14 of the construction agreement enumerates the same. Further, these delays were not in control of the respondent due to demonetization, labour strikes, heavy rainfall, goods and service tax etc. It is pertinent to note that the complainant has delayed in paying the outstanding/unpaid payments. The apartment unit was ready for registration by September 2020. The respondent has sent several emails to the complainant to come forward to make the balance payment and to register the sale deed, however, the complainants have failed to cooperate. The respondent as a gesture of goodwill is ready and willing to pay a total sum of Rs.3,12,000/- as compensation to the complainant. But the complainant denied it since the compensation offered is very less which is not in line with the memo of calculation as defined by the RERA. Hence, the respondent prays to dismiss the complaint.

6. In support of his claim, the complainants have produced documents such as (1) agreement of sale and construction both dated 28.12.2015 (2) Memo of calculation (3) receipts of payments made till possession (4) receipt of subsequent payments after possession date (5) memo of calculation.

4/3/20



ಕರ್ನಾಟಕ ರಿಯಲ್ ಎಸ್ಟೇಟ್ ನಿಯಂತ್ರಣ ಪ್ರಾಧಿಕಾರ,

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7. In support of his defence, the respondent has produced documents such as (1) construction agreement dated 28.12.2015 (2) memo regarding balance payment.
8. Heard both the parties. This matter was heard on 25/07/2022, 2/9/2022, 12/9/2022, 23/09/2022, 17/10/2022, 14/11/2022 and finally on 21/11/2022.
9. On the above averments, the following points would arise for the consideration of the Authority.
  1. Whether the complainant is entitled to the relief claimed?
  2. What order?
10. Our findings on the above points are as under:
  1. In the Affirmative
  2. As per final order for the following:

**FINDINGS**

11. **My findings on point no.1:** The grievance of the complainant is that the respondent has defaulted and not handed over the possession of her flat as per terms of agreement of sale and construction. The project was required to be completed by the respondent within **July 2017 with a grace period of 6 months i.e. by January 2018.** as was envisaged in the terms and conditions of the agreement of sale and construction.
12. On perusal of the agreement of sale and construction, it is seen that the completion date is agreed as **July 2017** with a grace period of 6 months i.e. by **January 2018.** The respondent-promoter was



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required to complete the project and hand over the possession of the apartment by **January 2018**. In cases wherein the respondent-promoter has failed to complete or unable to hand over the possession of the apartment to the allottee, the complainants are admissible for relief in accordance with Section 18 of the RERA Act.

13. Therefore, as per Section 18 of the Act, the respondent-promoter is liable to pay the interest on delay period.

14. On a perusal of the documents filed and oral submissions made before the Authority, it is evident that the complainants have paid substantial sale consideration and admittedly there is a delay in handing over the apartment as per the agreement. Hence, the complainants are entitled for interest on delay period under section 18 of the Act. The complainant has furnished memo of calculation for the period from 1.1.2018 till 12.9.2022. The complainant has claimed interest on delay period from 1.1.2018. The sale deed was executed on 8.2.2021 and possession was handed over on 2<sup>nd</sup> April 2021.

15. The respondent has claimed to have sent emails to the complainant to come forward to make the balance payment and register the sale deed. It is apparent from the available records that no such mails are being sent to the complainant. Hence the claim of the respondent is not acceptable. Therefore, the complainants are entitled for the interest on delay period from 1.1.2018 till 2.4.2021 i.e. till the date of handing over of possession of the said apartment.

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16. From the averments of the complaint and copy of the agreement between the parties, it is obvious that the complainants have already paid the substantial sale consideration. Having accepted the said amount and failure to keep up promise to hand over possession of apartment certainly entitles complainant herein for interest on delay period.
17. Having regard to all these aspects, I conclude that the complainant is entitled for interest on delay period. Accordingly, the point raised above is answered in the Affirmative.
18. As regards rent claimed by the allottee, such relief is not coming under the purview of this Authority. The complainant is at liberty to file a fresh complaint before the Adjudicating Officer who is empowered to adjudge the compensation of rent under the provisions of the Act.
19. **My findings on point no.2:** In view of the above discussion, I conclude that the complaint deserves to be allowed. Hence, I proceed to pass the following order:

**ORDER**

In exercise of the powers conferred under section 31 read with section 18 of the Real Estate (Regulation and Development) Act, 2016, the complaint bearing No: **CMP/220328/0009270** is hereby allowed as under:

- 1) The respondent is hereby directed to pay interest on delay period on the amount of Rs. **57,77,166/-** (Rs. Fifty seven lakhs seventy seven thousand one





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hundred sixty six only) from **1.1.2018** calculated at the rate of SBI MCLR + 2 per cent till **2.4.2021 i.e. the date of handing over the possession** within 60 days from the date of this order.

- 2) The complainants are at liberty to enforce the said order in accordance with law if the respondent fails to comply with the order.

No order as to costs.

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