

**KARNATAKA REAL ESTATE REGULATORY AUTHORITY,
BENGALURU**

FIFTH ADDITIONAL BENCH

PRESENT

**SHRI.G.R. REDDY
HON'BLE MEMBER**

COMPLAINT NO.CMP/200804/0006297

DATED THIS 20TH DAY OF JANUARY, 2023

COMPLAINANTS : Mr.Fahmida Natankar Anwar
1502, 1st Floor, 2nd Cross, 4th Main
Keerthy Layout, Kammanahalli
Bangalore - 560084

By Mr.Mohan Kumar, Advocate

RESPONDENT / : M/s.Mantri Technology Constellations
PROMOTER Pvt Ltd., Mantri House, # 41,
Vittal Malliya Road
Bangalore : 560 001

By Mr.Parikshith Warriar, Advocate

PROJECT NAME & : MANTRI MANYATA ENERGIA
REGISTRATION NO. PRM/KA/RERA/1251/309/PR/
171014/000439

J U D G E M E N T

This complaint is filed under Sec-31 of the Real Estate (Regulation and Development) Act, 2016 before this Authority against the project MANTRI MANYATA ENERGIA praying for a direction to pay delay period interest and for other reliefs:

BRIEF FACTS OF THE COMPLAINT ARE AS UNDER:-

1. The complainants have entered into an agreement of sale on 23.01.2017. The project completion date as per

agreement was 31.12.2018. The complainant has paid an amount of Rs.23,01,336/- (Rupees Twenty three lakhs one thousand three hundred thirty six only) to the respondent till the date of complaint. Since there was delay of more than four years in handing over the apartment, the complainant has filed the above complaint before the Authority praying for the following reliefs:

- a) Direct the Respondents to complete the construction and handover the apartment with all amenities with o/c.
- b) Direct the Respondent to pay the delay period interest.
- c) Direct the respondent to pay Rs.30,000/- towards cost of rent.
- d) Direct the respondent to pay Rs.5.0 lakhs towards Compensation for mental agony.
- e) Direct the Respondent to pay Rs.5.0 lakhs towards unfair trade practice,
- f) Direct the Respondents to pay Rs.50,000/- towards cost of litigation and other reliefs.

2. On a perusal of the sale agreement, it is seen that the completion date is agreed as 31.12.2018. The promoter-responder was required to complete the project and hand over possession of the apartment by 31.12.2018. In cases where the responder-promoter has failed to complete or unable to handover the possession of the apartment to the allottee, this complaint is admissible for relief in accordance with Section 18 of the Act.

3. After registration of the complaint, in pursuance of the notice, the responder has appeared before the Authority through its counsel and filed statement of objection. In

the statement of objections, the respondent has sought to explain the delay by referring to several issues which are nothing but routine requirements of compliances and construction related issues which are required to be handled by the Promoter of any project who has undertaken to develop the real estate project. None of the reason submitted by the Respondent has any force and legal validity to justify the delay in completion of the project and provide any exception from the application of Section-18 of the Act. Therefore, as per Section 18 of the Act, the promoter is liable pay the delay period interest.

4. Therefore, as per Section 18 of the Act, the promoter is liable pay the delay period interest.
5. On a perusal of the documents filed and oral submissions made before the Authority, it is evident that complainant has paid an advance sale consideration amount and admittedly there is a delay in handing over the apartment as per the agreement. Hence the complainant is entitled to delay period interest u/s 18 of the Act and accordingly a memo of calculation was submitted by the Complainant. The Promoter-Respondent has not submitted any memo of calculation.
6. As regards payment towards cost of rent expenses of Rs.30,000/- per month and damages of Rs.5.0 lakhs claimed by the allottee on account of mental agony and pain, the complainant may seek an appropriate relief by



filing a complaint before the Adjudicating Officer who is empowered to adjudge the compensation under the provisions of the Act. Similarly as regards the compensation claimed for unfair trade practice, the complainant is at liberty to seek appropriate relief by filing a complaint before the Adjudicating Officer.

7. The complainant has sought a relief of RS.50,000/- to defray the litigation expenses. It is noted that the complainant has booked the apartment in the year 2017 for a total consideration of Rs.92,92,921/-. It is submitted by the complainant that about Rs.23,01,336/- was paid which accounted to 25% of the basic cost of the apartment. It is also submitted as per the sale agreement and construction agreement that the completion date was fixed as 31.12.2018. Further submissions of the complainant include that the respondent failed to pay pre EMI instalment as undertaken by the respondent while entering into sale agreement. These facts brought out in the complaint indicate that the complainant was left with no choice but to file a complaint before the Authority and pursue the same. It is evident that the complainant has engaged an advocate and incurred expenditure for pursuing the litigation which has arisen only on account of the defaults committed by the promoter-respondent. Having regard to all the facts the Authority is of the view that the complainant is entitled for some relief in the form of payment of litigation expenses by the promoter-respondent. Accordingly, it is hereby ordered that



respondent-promoter shall pay a sum of Rs.50,000/- to the complaint on account of litigation expenses.

And accordingly the Authority orders the following:

ORDER

1. 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 **CMP/200804/0006297** is hereby partly allowed.

2. Respondent is directed to pay interest on delay period at the rate of SBI MCLR + 2 % from 31.12.2018 till the date of handing over possession along with occupancy certificate. The working submitted by the complainant is enclosed to this order as Annexure-A. The promoter shall pay the interest for the delay period as arrived at by the Complainant amounting to Rs.8,67,355/- (Rupees eight lakhs sixty seven thousand three hundred fifty five only) within 60 days from the date of this order. The Promoter is also liable to pay delay period interest every month for the subsequent period and up to the date of completion of the project.

3. Respondent-Promoter is directed to complete the construction of the project at the earliest with all amenities, obtain occupancy certificate and handover the apartment to the allottees at the earliest.

4. As regards payment towards cost of rent of Rs.30,000/- per month and damages of Rs.5.0 lakhs claimed by the allottee



on account of mental agony and pain, the complainant may seek an appropriate relief by filing a complaint before the Adjudicating Officer who is empowered to adjudge the compensation under the provisions of the Act.

5. Similarly the compensation claimed for unfair trade practice also the complainant is at liberty to seek appropriate relief by filing a complaint before the Adjudicating Officer.

6. As regards the cost of litigation expenses to the extent of Rs.50,000/- claimed, the promoter is directed to pay an amount of Rs.50,000/- to the Allottee towards cost of litigation.


(G.R. REDDY)

MEMBER

FIFTH ADDITIONAL BENCH
K-RERA

Print Details

Home / Memo Calculation

Memo Calculation for Delay Period Interest1. Guidelines to The Complaints Seeking Refund with Interest and Delay Period Interest2. SBI MCLR Historical Rates

3. Interest Rate Till 30/04/2017 is 9.00 %

4. Interest Rate From 01/05/2017 is SBI MCLR Rate + 2 %

Complaint Number :	CMP/200804/0006297	Complainant Name :	Fahmida Natankar Anwar
Project Name :	Mantri Manyata Energia	Promoter Name :	Mantri Technology Constellations Pvt. Ltd.
Is Project Registered With RERA :	YES	Registration Number :	PRM/KA/RERA/1251/309/PR/171014/000439
Amount payable as per Agreement :	9,292,921	Date of Agreement for Sale :	23-01-2017
Total Amount paid till Possession Date :	2,301,336	Possession Date as per Agreement :	31-12-2018
Is there any Subsequent Payments made after Possession Date ? :	NO		
Submitted By :	COMPLAINANT	Submitted On :	07-11-2022
Type of Memo :	Delay Period Interest		

Payment Details

S.NO	TYPE	AMOUNT	DATE
1	TOTAL PAYMENT TILL POSSESSION	2,301,336	31-12-2018
3	TOTAL DELAYED INTEREST as on 07/11/2022	867,355	

Interest Calculation

S.NO	FROM DATE	TO DATE	NO. OF DAYS	MCLR RATE	INTEREST RATE	INTEREST
INTEREST CALCULATION FOR AMOUNT PAID TILL POSSESSION 2,301,336						
1	31-12-2018	31-01-2019	31	8.75	10.75 as on 10-12-2018	21,011
2	31-01-2019	28-02-2019	28	8.75	10.75 as on 10-01-2019	18,978
3	28-02-2019	28-03-2019	28	8.75	10.75 as on 10-02-2019	18,978
4	28-03-2019	28-04-2019	31	8.75	10.75 as on 10-03-2019	21,011
5	28-04-2019	28-05-2019	30	8.7	10.7 as on 10-04-2019	20,239
6	28-05-2019	28-06-2019	31	8.65	10.65 as on 10-05-2019	20,816
7	28-06-2019	28-07-2019	30	8.65	10.65 as on 10-06-2019	20,144
8	28-07-2019	28-08-2019	31	8.6	10.6 as on 10-07-2019	20,718
9	28-08-2019	28-09-2019	31	8.45	10.45 as on 10-08-2019	20,425
10	28-09-2019	28-10-2019	30	8.35	10.35 as on 10-09-2019	19,577

S.NO	FROM DATE	TO DATE	NO. OF DAYS	MCLR RATE	INTEREST RATE	INTEREST
11	28-10-2019	28-11-2019	31	8.25	10.25 as on 10-10-2019	20,034
12	28-11-2019	28-12-2019	30	8.2	10.2 as on 10-11-2019	19,293
13	28-12-2019	28-01-2020	31	8.2	10.2 as on 10-12-2019	19,936
14	28-01-2020	28-02-2020	31	8.2	10.2 as on 10-01-2020	19,936
15	28-02-2020	28-03-2020	29	8.15	10.15 as on 10-02-2020	18,558
16	28-03-2020	28-04-2020	31	8.05	10.05 as on 10-03-2020	19,643
17	28-04-2020	28-05-2020	30	7.7	9.7 as on 10-04-2020	18,347
18	28-05-2020	28-06-2020	31	7.55	9.55 as on 10-05-2020	18,666
19	28-06-2020	28-07-2020	30	7.3	9.3 as on 10-06-2020	17,591
20	28-07-2020	28-08-2020	31	7.3	9.3 as on 10-07-2020	18,177
21	28-08-2020	28-09-2020	31	7.3	9.3 as on 10-08-2020	18,177
22	28-09-2020	28-10-2020	30	7.3	9.3 as on 10-09-2020	17,591
23	28-10-2020	28-11-2020	31	7.3	9.3 as on 10-10-2020	18,177
24	28-11-2020	28-12-2020	30	7.3	9.3 as on 10-11-2020	17,591
25	28-12-2020	28-01-2021	31	7.3	9.3 as on 10-12-2020	18,177
26	28-01-2021	28-02-2021	31	7.3	9.3 as on 10-01-2021	18,177
27	28-02-2021	28-03-2021	28	7.3	9.3 as on 10-02-2021	16,418
28	28-03-2021	28-04-2021	31	7.3	9.3 as on 10-03-2021	18,177
29	28-04-2021	28-05-2021	30	7.3	9.3 as on 10-04-2021	17,591
30	28-05-2021	28-06-2021	31	7.3	9.3 as on 15-05-2021	18,177
31	28-06-2021	28-07-2021	30	7.3	9.3 as on 15-06-2021	17,591
32	28-07-2021	28-08-2021	31	7.3	9.3 as on 15-07-2021	18,177
33	28-08-2021	28-09-2021	31	7.3	9.3 as on 15-08-2021	18,177
34	28-09-2021	28-10-2021	30	7.3	9.3 as on 15-09-2021	17,591
35	28-10-2021	28-11-2021	31	7.3	9.3 as on 15-10-2021	18,177
36	28-11-2021	28-12-2021	30	7.3	9.3 as on 15-11-2021	17,591
37	28-12-2021	28-01-2022	31	7.3	9.3 as on 15-12-2021	18,177
38	28-01-2022	28-02-2022	31	7.3	9.3 as on 15-01-2022	18,177
39	28-02-2022	28-03-2022	28	7.3	9.3 as on 15-02-2022	16,418
40	28-03-2022	28-04-2022	31	7.3	9.3 as on 15-03-2022	18,177
41	28-04-2022	28-05-2022	30	7.4	9.4 as on 15-04-2022	17,780
42	28-05-2022	28-06-2022	31	7.5	9.5 as on 15-05-2022	18,568
43	28-06-2022	28-07-2022	30	7.7	9.7 as on 15-06-2022	18,347
44	28-07-2022	28-08-2022	31	7.8	9.8 as on 15-07-2022	19,154
45	28-08-2022	28-09-2022	31	8.0	10.0 as on 15-08-2022	19,545
46	28-09-2022	28-10-2022	30	8.0	10.0 as on 15-09-2022	18,915
47	28-10-2022	07-11-2022	10	8.25	10.25 as on 15-10-2022	6,462
TOTAL DELAYED INTEREST as on 07/11/2022						867,355