



ಕರ್ನಾಟಕ ರಿಯಲ್ ಎಸ್ಟೇಟ್ ನಿಯಂತ್ರಣ ಪ್ರಾಧಿಕಾರ

ಕಡತ ಸಂಖ್ಯೆ CMP.No' 6610

ಪುಟ ಸಂಖ್ಯೆ

ವಿಷಯ

Sri Udaykiran Suragani
Pashmina Brookwoods

ಕಂಡಿಕೆ
ಸಂಖ್ಯೆ

ಟಿಪ್ಪಣಿ ಮತ್ತು ಆದೇಶಗಳು

CMP- 6610

01.09.2023

As per the request of the complainant and Sri. Raju. M authorised person of the respondent, the execution proceedings in the above case is taken-up for amicable settlement, in the National Lok Adalat held on 09.09.2023.

The complainant and Sri. Raju. M authorised person of the respondent are present, in the Lok-Adalat held on 01.09.2023. The authorised person of the respondent has filed the copy of the authorization. The dispute in connection with execution proceedings in the above case is settled as per the joint memo dated:01.09.2023 filed during the Pre Lok Adalat sitting held today on 01.09.2023. The settlement entered between the parties is voluntary and legal one and as per which the complainant has no further claims against the respondent whatsoever in the above case. The Complainant agrees to make payment of Rs. 6,15,175/- (Rupees Six Lakhs Fifteen Thousand One Hundred and Seventy FiveOnly) to the Respondent towards the balance amount payable for the Unit through vide DD No : 440323 for an amount of Rs.2,90,000/- (Rupees Two Lakhs Ninety Thousand Only) dated 24.08.2023, SBI Bank, HSR Layout Branch and Rs. 3,25,174/- (Rupees Three Lakhs Twenty Five Thousand One Hundred and Seventy Four only), dated 24.8.2023 vide cheque No 020504, Union Bank of India, Nellore Branch, on or before execution and registration of the sale deed. The dispute in connection with execution proceedings in the above case is settled between the parties in the Pre Lok Adalat sitting held on 01.09.2023 in terms of

S. Udaykiran
(UDAYKIRAN SURAGANI)

For Shashwati Realty Pvt. Ltd.

Raju. M

Authorised Signatory



ಕರ್ನಾಟಕ ರಿಯಲ್ ಎಸ್ಟೇಟ್ ನಿಯಂತ್ರಣ ಪ್ರಾಧಿಕಾರ

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the joint memo dated: 01.09.2023. The RRC if any, issued against the respondent is hereby recalled. The matter referred to conciliators to pass award.

11/9/23
Judicial Conciliator.

S. Udaykiran
(UDAYKIRAN SURAGANI)

Ukittu
Advocate Conciliator.

For Shashwati Realty Pvt. Ltd.

Rajin. H
Authorised Signatory

NOT AN OFFICIAL COPY

BEFORE THE HON'BLE KARNATAKA REAL ESTATE REGULATORY
AUTHORITY

LOK ADALAT

CMP / 200917 / 0006610

BETWEEN:

MR UDAYKIRAN SURAGANI

...

Complainant

AND

M/s SHASHWATI REALTY PVT LTD,

...

Respondent

JOINT MEMO

11/9/23 .
The Respondent has developed a project under the name "Pashmina Brookwoods". Notably, the competent authority has issued Occupation Certificate in respect of the said project. The said project was delayed due to events not under the control of the Respondent because of Force Majeure events.

Initially, due to various reasons, which are beyond the control of the Company, the development work in the Project got hampered. Some of the reasons for the delay are inter alia as follows:

- Mandur dump yard agitation;
- COVID-19;
- Non-availability of labour;
- Late payments from prospective purchasers, such as the complainants;
- Delay in getting approvals/ sanctions/permissions.
- Scarcity of raw materials such as sand;
- Unforeseeable weather conditions;

S. Udaykiran

(UDAYKIRAN SURAGANI)

For Shashwati Realty Pvt. Ltd.

Rajin. M

Authorised Signatory


h. Demonetization;

Considering the Clause 5 of the Construction Agreement, i.e., force majeure events and Clause 8 of the Supplementary Construction Agreement (payment of pre-EMI), the delay in handing over possession of the Unit is not attributable to the Respondent as it was a result of force majeure events. The Respondent is not liable for the delay.

However, in good faith, the Respondent has amicably settled with the Complainant. The Complainant and Respondent most respectfully submit as follows:

1. The Complainant has filed the instant complaint against the Respondent herein in relation to Unit bearing No B1A0401 in the project bearing the name "*Pashmina Brookwoods*" ("**Unit**") seeking a direction to the builder to either cure the deficiencies in the apartment or waive off the remaining payment so that the Complainant can get the work done themselves.
2. In the said complaint the Order has been passed by the Hon'ble Real Estate Regulatory Authority, Bengaluru, on 2nd June 2023 ("**said Order**") the Complainant and the Respondent have agreed to amicably settle their disputes at this stage in the Lok Adalat.
3. In furtherance of the above, the Complainant and Respondent request that the execution proceedings in the instant complaint be disposed off as settled on the following terms:
 - a. The Complainant hereby agrees to waive off any interest the Complainant may be entitled to claim towards delay in delivery of possession by the Respondent. The Respondent also agrees to waive off any interest the Respondent may be entitled to claim towards delay in payments to be made by the Complainant in


For Shashwati Realty Pvt. Ltd.


(UDAYKIRAN SURAGANI)

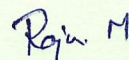

Authorised Signatory

accordance with the agreed Payment Schedule in the Construction Agreement and Agreement to Sell;

- b. The Complainant has inspected the Unit and having satisfied with the same has agreed to take possession of the Unit. The Complainant will not have any claim against the Respondent in regard to the Unit (apartment) in any manner whatsoever;
 - c. The Complainant hereby agrees to make payment of Rs. **6,15,175/-** (Rupees Six Lakhs Fifteen Thousand One Hundred and Seventy Five Only) to the Respondent towards the balance amount payable for the Unit through vide DD No : 440323 for an amount of Rs. **2,90,000/-** (Rupees Two Lakhs Ninety Thousand Only) dated 24.08.2023, SBI Bank, HSR Layout Branch and Rs. **3,25,174/-** (Rupees Three Lakhs Twenty Five Thousand One Hundred and Seventy Four only), dated 24.8.2023 vide cheque No 020504, Union Bank of India, Nellore Branch, on or before execution and registration of the sale deed.
 - d. The Respondent shall execute a Sale Deed in-favour of the Complainant in respect of the Unit within 15 days (Fifteen Days) from today i.e., 01.09.2023.
4. The Complainant and the Respondent hereby agree that settlement in terms of this Joint Memo is in full and final settlement of all the disputes between the Parties. Thus the Complainant and the Respondent hereby agree not to press the Order passed by the Hon'ble Authority in CMP/200917/0006610, and all claims of either party in relation to the subject matter of the proceedings herein stand satisfied in terms of this joint memo and the parties have no further claim against each other whatsoever in connection with this case.


(UDAYKIRAN SURAGANI)

For Shashwati Realty Pvt. Ltd.


Authorised Signatory

5. This settlement is in full and final settlement of all the disputes between the Complainant and the Respondent and all the other notice/s, proceeding/s, if at all, will be formally withdrawn by the Complainant after execution and registration of Sale Deed.


6. The parties further request that the instant settlement be recorded in the National Lok Adalat to be held on 9.09.2023

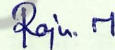
The instant joint memo may be taken on record in the interest of justice, equity and good conscience.

Place: Bengaluru

Date:01.09.2023

For Shashwati Realty Pvt. Ltd. **Complainant**


(UDAY KIRAN SURAGANI)



Authorised Signatory

Authorised signatory of the Respondent

Complaint No. CMP/200917/0006610

09.09.2023

Before the Lok-Adalat

The execution proceedings in above case are taken up before the Lok-Adalat. The joint memo dated: 01.09.2023 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 01.09.2023, as per joint memo dated: 01.09.2023. 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: 09TH DAY OF SEPTEMBER 2023

: CONCILIATORS PRESENT:

Sri. I. F. Bidari

..... Judicial Conciliator

AND

Ms. Likitha T. A

..... Advocate Conciliator

COMPLAINT NO: CMP/200917 /0006610

Between

Mr. Udaykiran Suragani

..... Complainant

AND

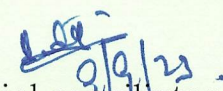
M/s. Shashwati Realty Pvt. Ltd.,
(Rep. by Authorised person Mr. Raju M)

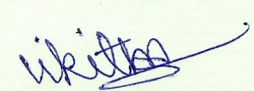
..... Respondent

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 dated: 01.09.2023 filed during the Pre Lok Adalat sitting held on 01.09.2023, same is accepted. The settlement entered between the parties is voluntary and legal one.

The execution proceeding in the above case stands disposed off as per the joint memo dated: 01.09.2023 and said joint memo is ordered to be treated as part and parcel of the award.


Judicial conciliator


Advocate conciliator

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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 FULL BENCH

PRESENT:

SHRI. H.C. KISHORE CHANDRA, HON'BLE CHAIRMAN

SMT. NEELMANI N RAJU, HON'BLE MEMBER

SHRI. GURIJALA RAVINDRANADHA REDDY, HON'BLE MEMBER

COMPLAINT NO.: CMP/200917/0006610

DATED THIS 2nd DAY OF JUNE, 2023

COMPLAINANT.....

UDAYKIRAN SURAGANI,
#57, 2nd Main, 2nd Cross,
Vinayaka Nagar, Adugodi Post,
Bengaluru - 560030.

(In person)

V/S

RESPONDENT.....

SHASHWATI REALTY PVT. LTD.,
No. 19/1, 2nd Floor,
Doddamane Building,
Vittalmallya Road,
Bengaluru - 560001.

(Rep. By. Sri. Arvind Rao, Advocate)

1. This complaint is filed under section 31 of the RERA Act against the project "Pashmina Brookwoods" developed by "Shaswati Realty Pvt. Ltd.," on Khataha no. 48,49,50 & 51 (Old SY. No. 22,23/1 & 24), Kammasandra village, Bidarahalli Hobli, Bengaluru East Taluk, Bengaluru for the relief of interest on delay period and possession.

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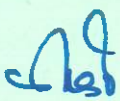
Karnataka Real Estate Regulatory Authority,

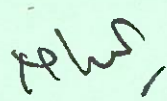
1/14, 2nd Floor, Silver Jubilee Block, Unity Building Backside, CSI Compound,
3rd Cross, Mission Road, Bengaluru-560027

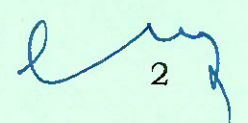
2. This project has been registered under RERA bearing Registration No. PRM/KA/RERA/1250/304/PR/171015/000556 valid till 30/09/2021. The Authority gave Covid extension for 9 months i.e., valid till 30/06/2022.

Brief facts of the complaint are as under:-

3. The complainant had booked a flat bearing No. B1A0401 in the project of respondent wherein the complainant had entered into an agreement for sale on 10/01/2019 for the total sale consideration of Rs.32,26,793/- (Rupees Thirty Two Lakh Twenty Six Thousand Seven Hundred and Ninety Three only) and paid Rs.29,34,000/- (Rupees Twenty Nine Lakh Thirty Four Thousand only) to the respondent. The respondent was supposed to handover the flat in favour of the complainant on or before 31/10/2019. But, he has failed to handover the flat as agreed. 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 filed statement of objections as under:-
5. It has denied entire allegations made by the complainants against the respondent as false. It contends that, complainants were bound by the payment schedule set out in the construction agreement and the agreement to sell which were executed between them. The complainants have not made payments to the respondent as agreed. During the year 2014 to 2016, the project came to standstill, since the Government of Karnataka selected Mandur dumping yard for the dumping the solid waste, which is in close proximity with the project. Further, Hoskote Planning Authority did not renew the modified plan and license of the respondent. The major ground for the delay is that, vide order dated 07/05/2015 the National Green Tribunal, had issued certain directions to the BBMP and other planning authorities including the State of Karnataka, not to sanction any construction projects etc., Further, on 04/05/2016 the National Green Tribunal, constituted a committee and issued certain directions to the planning authorities and also the state in relation the buffer zone to be maintained from the edges of Lakes






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1/14, 2nd Floor, Silver Jubilee Block, Unity Building Backside, CSI Compound,
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and Rajakaluves, are concerned. Thereafter the NGT order dated 04/05/2016 has been set aside by the Hon'ble Supreme Court of India, vide order dated 05/03/2019 passed in Civil Appeal Nos.5016/2016 and connected appeals. Further, it is contented that RCC work for the said block is complete, presently there are more than 200 workmen at site to ensure that the project is completed and the respondent is certain that the timelines to complete the project by 30/06/2022 as provided by RERA will be adhered to without any further delay and the possession of the apartment shall also be given to the complainant as per the said timelines. As per RERA registration certificate, the time for completion of construction of the project by the respondent was 30/06/2022. Therefore present complaint is premature one.

6. It is pertinent to note that clause 5 of the construction agreement that this was excluding the time taken for securing occupancy certificate and also subject to variations on account of force majeure or acts of god, non-availability of steel, cement, other vital building materials, water and electricity supply, events of demonetization, strikes due to various social and political issues, shortage of raw materials etc., Delay is attributable due to Covid 19 and lock down in India commencing from March 23/25, 2020. Further, the respondents have paid the EMI till date. Hence, prayed to dismiss the complaint with costs.
7. In support of his claim, the complainant has produced in all 6 documents such as copy of allotment letter, payment schedule, payment receipts, demand note, construction agreement and sale agreement dated 10/01/2019.
8. Hearings were conducted on 19/08/2022, 12/09/2022, 30/09/2022, 21/10/2022, 28/10/2022, 18/11/2022, 07/02/2023 and 23/03/2023.
9. Heard arguments of both sides.

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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

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 findings on the above points is as under:-**

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

REASON

12. **My finding on point No. 1:-** Contention of complainant is that, so far he has paid a sum of Rs.29,34,000/- (Rupees Twenty Nine Lakh Thirty Four Thousand only) to the respondent out of total sale consideration of Rs.32,26,793/- (Rupees Thirty Two Lakh Twenty Six Thousand Seven Hundred and Ninety Three only). The respondent was supposed to handover the possession of the apartment in favour of complainant on or before 31/10/2019 as per the terms of agreement of sale dated 10/01/2019.

13. Same is resisted by the respondent on the grounds that said delay is due to force majeure and acts of god and also due to non-payment of balance amount by the allottees. As per RERA registration certificate they were supposed to complete the project on or before 30/06/2022.

14. From the materials available on record, it is apparent that the respondent had entered into an agreement of sale dated 10/01/2019 in respect of flats No. B1A0401 with the complainant and had received the substantial sale consideration. Having accepted the said amount from the complainant and failing to complete the project and to register the flat certainly entitles the complainant to claim for interest on delay period, registration of the flat and possession.

15. The complainant had furnished memo of calculation as on 07/02/2023 claiming the interest on delay period for Rs.9,23,203/- (Rupees Nine Lakh

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Twenty Three Thousand Two Hundred and Three Only) from 31/10/2019 to 07/02/2023. In spite of providing sufficient opportunity, the respondent has not furnished his memo of calculation. Due to the conduct of the respondent, the complainant had deprived of owning his own apartment.

16. Having regard to all these aspects, it is just and proper to direct the respondent to complete the pending works, register the sale deed and to handover possession of the flat bearing No. B1A0401 in favour of the complainant. Further, it is incumbent upon the respondent to pay interest on delay period which is determined as under:-

PAYMENT DETAILS

S.NO	TYPE	AMOUNT	DATE
1	TOTAL PAYMENT TILL POSSESSION	2,934,000	31-10-2019
3	TOTAL DELAYED INTEREST as on 07/02/2023	923,203	

INTEREST CALCULATION

S.NO	FROM DATE	TO DATE	NO. OF DAYS	MCLR RATE	INTEREST RATE	INTEREST
INTEREST CALCULATION FOR AMOUNT PAID TILL POSSESSION 2,934,000						
1	31-10-2019	30-11-2019	30	8.25	10.25 as on 10-10-2019	24,717
2	30-11-2019	30-12-2019	30	8.2	10.2 as on 10-11-2019	24,597
3	30-12-2019	30-01-2020	31	8.2	10.2 as on 10-12-2019	25,417
4	30-01-2020	29-02-2020	30	8.2	10.2 as on 10-01-2020	24,597
5	29-02-2020	29-03-2020	29	8.15	10.15 as on 10-02-2020	23,660
6	29-03-2020	29-04-2020	31	8.05	10.05 as on 10-03-2020	25,043
7	29-04-2020	29-05-2020	30	7.7	9.7 as on 10-04-2020	23,391
8	29-05-2020	29-06-2020	31	7.55	9.55 as on 10-05-2020	23,797
9	29-06-2020	29-07-2020	30	7.3	9.3 as on 10-06-2020	22,427
10	29-07-2020	29-08-2020	31	7.3	9.3 as on 10-07-2020	23,174
11	29-08-2020	29-09-2020	31	7.3	9.3 as on 10-08-2020	23,174
12	29-09-2020	29-10-2020	30	7.3	9.3 as on 10-09-2020	22,427
13	29-10-2020	29-11-2020	31	7.3	9.3 as on 10-10-2020	23,174

ಕರ್ನಾಟಕ ರಿಯಲ್ ಎಸ್ಟೇಟ್ ನಿಯಂತ್ರಣ ಪ್ರಾಧಿಕಾರ,

Karnataka Real Estate Regulatory Authority,

1/14, 2nd Floor, Silver Jubilee Block, Unity Building Backside, CSI Compound,
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S.NO	FROM DATE	TO DATE	NO. OF DAYS	MCLR RATE	INTEREST RATE	INTEREST
14	29-11-2020	29-12-2020	30	7.3	9.3 as on 10-11-2020	22,427
15	29-12-2020	29-01-2021	31	7.3	9.3 as on 10-12-2020	23,174
16	29-01-2021	28-02-2021	30	7.3	9.3 as on 10-01-2021	22,427
17	28-02-2021	28-03-2021	28	7.3	9.3 as on 10-02-2021	20,931
18	28-03-2021	28-04-2021	31	7.3	9.3 as on 10-03-2021	23,174
19	28-04-2021	28-05-2021	30	7.3	9.3 as on 10-04-2021	22,427
20	28-05-2021	28-06-2021	31	7.3	9.3 as on 15-05-2021	23,174
21	28-06-2021	28-07-2021	30	7.3	9.3 as on 15-06-2021	22,427
22	28-07-2021	28-08-2021	31	7.3	9.3 as on 15-07-2021	23,174
23	28-08-2021	28-09-2021	31	7.3	9.3 as on 15-08-2021	23,174
24	28-09-2021	28-10-2021	30	7.3	9.3 as on 15-09-2021	22,427
25	28-10-2021	28-11-2021	31	7.3	9.3 as on 15-10-2021	23,174
26	28-11-2021	28-12-2021	30	7.3	9.3 as on 15-11-2021	22,427
27	28-12-2021	28-01-2022	31	7.3	9.3 as on 15-12-2021	23,174
28	28-01-2022	28-02-2022	31	7.3	9.3 as on 15-01-2022	23,174
29	28-02-2022	28-03-2022	28	7.3	9.3 as on 15-02-2022	20,931
30	28-03-2022	28-04-2022	31	7.3	9.3 as on 15-03-2022	23,174
31	28-04-2022	28-05-2022	30	7.4	9.4 as on 15-04-2022	22,668
32	28-05-2022	28-06-2022	31	7.5	9.5 as on 15-05-2022	23,672
33	28-06-2022	28-07-2022	30	7.7	9.7 as on 15-06-2022	23,391
34	28-07-2022	28-08-2022	31	7.8	9.8 as on 15-07-2022	24,420
35	28-08-2022	28-09-2022	31	8.0	10.0 as on 15-08-2022	24,918
36	28-09-2022	28-10-2022	30	8.0	10.0 as on 15-09-2022	24,115
37	28-10-2022	28-11-2022	31	8.25	10.25 as on 15-10-2022	25,541
38	28-11-2022	28-12-2022	30	8.35	10.35 as on 15-11-2022	24,959
39	28-12-2022	28-01-2023	31	8.6	10.6 as on 15-12-2022	26,414
40	28-01-2023	07-02-2023	10	8.6	10.6 as on 15-01-2023	8,520
					TOTAL DELAYED INTEREST as on 07/02/2023	923,203

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HLK,

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Karnataka Real Estate Regulatory Authority,

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17. Accordingly, the point raised above is answered in the Affirmative.
18. **Our findings on point No. 2:-** In view of the above discussion, this complaint deserves to be allowed. Hence, we 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/200917/0006610 is hereby allowed

- (i) Respondent is directed to execute the sale deed on receipt of balance sale consideration if any and to handover the possession of the flat bearing No. B1A0401 in the project "Pashmina Brookwoods" in favour of the complainant within 60 days from the date of this order.
- (ii) The respondent is directed to pay the amount of Rs.9,23,203/- (Rupees Nine Lakh Twenty Three Thousand Two Hundred and Three Only) towards interest on delay period to the complainant within 60 days from the date of this order, calculated at SBI MCLR+2% from 31/10/2019 till 07/02/2023. The interest due from 08/02/2023 up to the date of handing over possession will be calculated likewise and paid to the complainant within 60 days from the date of this order.

[Signature]

[Signature]

[Signature]

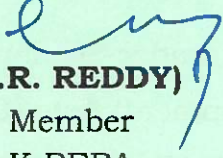
ಕರ್ನಾಟಕ ರಿಯಲ್ ಎಸ್ಟೇಟ್ ನಿಯಂತ್ರಣ ಪ್ರಾಧಿಕಾರ,

Karnataka Real Estate Regulatory Authority,


1/14, 2nd Floor, Silver Jubilee Block, Unity Building Backside, CSI Compound,
3rd Cross, Mission Road, Bengaluru-560027

(iii) The complainant is at liberty to initiate action in accordance with law if the respondent fails to comply with this order.

No order as to costs.


(G.R. REDDY)
Member
K-RERA


(NEELMANI N RAJU)
Member
K-RERA


(H.C. KISHORE CHANDRA)
Chairman
K-RERA

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