



ಕರ್ನಾಟಕ ರಿಯಲ್ ಎಸ್ಟೇಟ್ ನಿಯಂತ್ರಣ ಪ್ರಾಧಿಕಾರ

ಕಡತ ಸಂಖ್ಯೆ Comp.No: 6748

ಪುಟ ಸಂಖ್ಯೆ

ವಿಷಯ Anish Kumar & Another

Pashmina Brookwoody

ಕಂಡಿಕೆ
ಸಂಖ್ಯೆ

ಟಿಪ್ಪಣಿ ಮತ್ತು ಆದೇಶಗಳು

CMP- 6748

08.01.2024

As per the request of the complainants and Authorized Signatory of the respondent, the execution proceedings in connection with the above case is taken-up for amicable settlement, in the National Lok Adalat to be held on 09.03.2024.

The complainant No.1 present and Complainant No. 2 joined over video call and Mr. Raju M Authorized Signatory of the respondent present, in the Lok-Adalat held on 08.01.2024. The authorised person of the respondent has filed the copy of the authorization. The dispute in connection with execution proceedings in the above case are settled as per the joint memo dated:12.12.2023 presented on today before the pre-Lok Aalat sitting held on 08.01.2024, stating that matter has been settled between the parties in terms of the joint memo dated: 12.12.2023 presented on 08.01.2024 and entered between them filed during the pre Lok Adalat sitting held on 08.01.2024. 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 dispute in connection with execution proceedings in the above case is settled between the parties in the pre-Lok Adalat on 08.01.2024 in terms of the joint memo dated: 12.12.2023 presented on 08.10.2024 presented on 08.01.2024. The RRC issued against the respondent is hereby recalled and office is directed to issue intimation accordingly to the concerned DC. The matter referred to conciliators to pass award.

Anish Kumar
(ANISH KUMAR)

For Shashwati Realty Pvt. Ltd.

Raju M
(RAJU.M)

Authorised Signatory

8/1/24
Judicial Conciliator.

[Signature]
Advocate Conciliator.


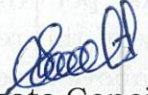




ಕರ್ನಾಟಕ ರಿಯಲ್ ಎಸ್ಟೇಟ್ ನಿಯಂತ್ರಣ ಪ್ರಾಧಿಕಾರ

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Pashmina Brookwood

ಕಂಡಿಕೆ ಸಂಖ್ಯೆ	ಟಿಪ್ಪಣಿ ಮತ್ತು ಆದೇಶಗಳು
	<p>As per letter No: KSLSA: 01/NLA/2024 dated: 04.03.2024, KSLSA, Bengaluru, the National Lok Adalat rescheduled to 16.03.2024 instead of 09.03.2024, hence conciliators to pass award on 16.03.2024 instead of 09.03.2024 as ordered earlier.</p> <p>  Judicial Conciliator  Advocate Conciliator </p> <p>  Anish Kumar (ANISH KUMAR) </p> <p>  Pashmina Brookwood (PASHMINA BROOKWOOD) </p>

BEFORE THE HON'BLE KARNATAKA REAL ESTATE REGULATORY
AUTHORITY

LOK ADALAT

CMP/201004/0006748

BETWEEN:

- 1). Mr. Anish Kumar &
2). Mr. Raghubansh Tiwary.

...

Complainants

AND

M/s Shashwati Realty Pvt. Ltd.

...

Respondent

JOINT MEMO

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 but because of Force Majeure events which events are inclusive of the order passed by the Hon'ble NGT thereby halting work.

8/1/24. The complainants and the Respondent have amicably settled the dispute involved in this complaint.

1. The Complainants has filed the instant complaint against the Respondent herein in relation to Unit bearing No. B2D0008 & B2D0010 in the project bearing the name "Pashmina Brookwoods" Block-2 seeking possession of his flat and compensation for delay and agony caused by the respondent.
2. After due deliberation, during the pendency of the instant complaint before the Hon'ble Real Estate Regulatory Authority, Bengaluru, the Complainants and the Respondent have agreed to amicably settle their disputes.
3. In furtherance of the above, the Complainants and Respondent request for the instant complaint be disposed off as settled on the following terms:
 - a. The Complainants hereby agrees to waive off any interest, the Complainants may be entitled to claim towards delay and agony 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 Complainants in accordance with the agreed Payment Schedule in the Construction Agreement and Agreement to Sell;

For Shashwati Realty Pvt. Ltd.

Anish Kumar

For. 17

Authorised Signatory

- b. The Complainants has inspected the Unit and having satisfied with the same has agreed to take over or Assign the possession of the Unit after incomplete works shall be completed before Registration of Flat.
- c. The Complainants herein already paid payment to the Respondent towards the balance amount payable for the Units upon completion of the flat and intimation of Registration of the flat to the allottee.
- d. The Respondent shall have to execute and register the sale deed in respect of the apartment after attending the incomplete snags in the units to be mutually agreed by the both the parties during the spot inspection to be carried out within 15 days month from today.

4. The Complainants and the Respondent hereby agree that any and all claims of either party in relation to the subject matter of this complaint stand satisfied and no claims remain. If there is any claim by either of the parties to this complaint against the other before any other forum or Court relation to the subject matter, they have agreed that the same will also be disposed off as settled by the parties by filing an appropriate memo in such cases.

5. This settlement is in full and final settlement of all the disputes between the complainants and the Respondent and all the other notice /s, proceedings, if at all, will be formally withdrawn by the complainant after execution and registration of the sale deed.

6. The parties further request that the instant settlement be recorded in the court / PRE LOAKADAT SITTING to be held on 08.01.2024:

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

1). Anish Kumar

2). [Signature]

Complainants

For Shashwati Realty Pvt. Ltd.

Raju. M

Authorised Signatory

Authorised person of Respondent

Place: Bengaluru

Date: 08.12.2023

Anish Kumar
(ANISH KUMAR)

Raju. M
(RAJU. M)

For Shashwati Realty Pvt. Ltd.

Raju. M

Authorised Signatory

PRESENTED ON: 08/01/2024
Before PRE LOAKADAT SITTING

For Shashwati Realty Pvt. Ltd.
Raju. M
(RAJU. M)
Authorised Signatory

Complaint No. 6748

16.03.2024

Before the Lok-Adalat

The execution proceedings in above case are taken up before the Lok-Adalat. The joint memo dated 12.12.2023 presented on 08.01.2024 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 on 08.01.2024, as per joint memo dated: 12.12.2023 and presented on 08.01.2024. 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: 16TH DAY OF MARCH 2024

: CONCILIATORS PRESENT:

Sri. I. F. Bidari

..... Judicial Conciliator

AND

Ms. Sumathi M

..... Advocate Conciliator

COMPLAINT NO: CMP/201004/0006748

Between

1. Mr. Anish Kumar
2. Mr. Raghubansh Tiwary

..... Complainants

AND

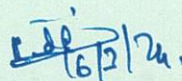
M/s. Shashwati Realty Pvt. Ltd.,
(By: Mr. Raju M Authorized Signatory)

.....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: 12.12.2023 presented on 08.01.2024 filed during the pre-Lok Adalat sitting on 08.01.2024, 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: 12.12.2023 presented on 08.01.2024 and said joint memo is 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 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/201004/0006748

DATED THIS 2nd DAY OF JUNE, 2023

COMPLAINANTS.....

**1. ANISH KUMAR &
2. RAGHUBANSH TIWARY,**
MC Sarovar Annex,
Flat No.105, Sy. No. 69/3,
Adjacent to KR Puram RTO Office,
Medahalli, KR Puram,
Bengaluru - 560049.

(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.

ಕರ್ನಾಟಕ ರಿಯಲ್ ಎಸ್ಟೇಟ್ ನಿಯಂತ್ರಣ ಪ್ರಾಧಿಕಾರ,

Karnataka Real Estate Regulatory Authority,

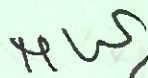
1/14, 2nd Floor, Silver Jubilee Block, Unity Building Backside, CSI Compound,
3rd Cross, Mission Road, Bengaluru-560027

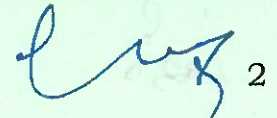
2. This project has been registered under RERA bearing Registration No. PRM/KA/RERA/1250/304/PR/171015/000556 valid till 30/09/2021. The Authority gave Covid extension for 9 months i.e., valid till 30/06/2022.

Brief facts of the complaint are as under:-

3. The complainants have booked a flats bearing No. B2D0008 & B2D0010 in the project of respondent wherein the complainants have entered into an agreement for sale on 31/12/2018 for the total sale consideration of Rs.50,60,939/- (Rupees Fifty Lakh Sixty Thousand Nine Hundred and Thirty Nine only) and paid Rs.40,68,506/- (Rupees Forty Lakh Sixty Eight Thousand Five Hundred and Six 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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Karnataka Real Estate Regulatory Authority,

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

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 31/12/2018.
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 complainants are that, so far they have paid a sum of Rs.40,68,506/- (Rupees Forty Lakhs Sixty Eight Thousand Five Hundred and Six only) to the respondent out of total sale consideration of Rs.50,60,939/- (Rupees Fifty Lakh Sixty Thousand Nine Hundred and Thirty Nine only). The respondent was supposed to handover the possession of the apartment in favour of complainants on or before 31/10/2019 as per the terms of agreement of sale dated 31/12/2018.
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 31/12/2018 in respect of flats No. B2D0008 & B2D0010 with the complainants and had received the substantial sale consideration. Having accepted the said amount from the complainants and failing to complete the project and to register the flat certainly entitles the complainants to claim for interest on delay period, registration of the flat and possession.

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Karnataka Real Estate Regulatory Authority,

1/14, 2nd Floor, Silver Jubilee Block, Unity Building Backside, CSI Compound,
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15. The complainants have furnished memo of calculation as on 07/02/2023 claiming the interest on delay period for Rs.12,80,182/- (Rupees Twelve Lakh Eighty Thousand One Hundred and Eighty Two Only) from 31/10/2019 to 07/02/2023. Inspite of providing sufficient opportunity, the respondent has not furnished his memo of calculation. Due to the conduct of the respondent, the complainants have deprived of owning their 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 flats bearing No. B2D0008 & B2D0010 in favour of the complainants. 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	4,068,506	31-10-2019
3	TOTAL DELAYED INTEREST as on 07/02/2023	1,280,182	

INTEREST CALCULATION

S.NO	FROM DATE	TO DATE	NO. OF DAYS	MCLR RATE	INTEREST RATE	INTEREST
INTEREST CALCULATION FOR AMOUNT PAID TILL POSSESSION 4,068,506						
1	31-10-2019	30-11-2019	30	8.25	10.25 as on 10-10-2019	34,275
2	30-11-2019	30-12-2019	30	8.2	10.2 as on 10-11-2019	34,108
3	30-12-2019	30-01-2020	31	8.2	10.2 as on 10-12-2019	35,245
4	30-01-2020	29-02-2020	30	8.2	10.2 as on 10-01-2020	34,108
5	29-02-2020	29-03-2020	29	8.15	10.15 as on 10-02-2020	32,809
6	29-03-2020	29-04-2020	31	8.05	10.05 as on 10-03-2020	34,727
7	29-04-2020	29-05-2020	30	7.7	9.7 as on 10-04-2020	32,436
8	29-05-2020	29-06-2020	31	7.55	9.55 as on 10-05-2020	32,999
9	29-06-2020	29-07-2020	30	7.3	9.3 as on 10-06-2020	31,098

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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
10	29-07-2020	29-08-2020	31	7.3	9.3 as on 10-07-2020	32,135
11	29-08-2020	29-09-2020	31	7.3	9.3 as on 10-08-2020	32,135
12	29-09-2020	29-10-2020	30	7.3	9.3 as on 10-09-2020	31,098
13	29-10-2020	29-11-2020	31	7.3	9.3 as on 10-10-2020	32,135
14	29-11-2020	29-12-2020	30	7.3	9.3 as on 10-11-2020	31,098
15	29-12-2020	29-01-2021	31	7.3	9.3 as on 10-12-2020	32,135
16	29-01-2021	28-02-2021	30	7.3	9.3 as on 10-01-2021	31,098
17	28-02-2021	28-03-2021	28	7.3	9.3 as on 10-02-2021	29,025
18	28-03-2021	28-04-2021	31	7.3	9.3 as on 10-03-2021	32,135
19	28-04-2021	28-05-2021	30	7.3	9.3 as on 10-04-2021	31,098
20	28-05-2021	28-06-2021	31	7.3	9.3 as on 15-05-2021	32,135
21	28-06-2021	28-07-2021	30	7.3	9.3 as on 15-06-2021	31,098
22	28-07-2021	28-08-2021	31	7.3	9.3 as on 15-07-2021	32,135
23	28-08-2021	28-09-2021	31	7.3	9.3 as on 15-08-2021	32,135
24	28-09-2021	28-10-2021	30	7.3	9.3 as on 15-09-2021	31,098
25	28-10-2021	28-11-2021	31	7.3	9.3 as on 15-10-2021	32,135
26	28-11-2021	28-12-2021	30	7.3	9.3 as on 15-11-2021	31,098
27	28-12-2021	28-01-2022	31	7.3	9.3 as on 15-12-2021	32,135
28	28-01-2022	28-02-2022	31	7.3	9.3 as on 15-01-2022	32,135
29	28-02-2022	28-03-2022	28	7.3	9.3 as on 15-02-2022	29,025
30	28-03-2022	28-04-2022	31	7.3	9.3 as on 15-03-2022	32,135
31	28-04-2022	28-05-2022	30	7.4	9.4 as on 15-04-2022	31,433
32	28-05-2022	28-06-2022	31	7.5	9.5 as on 15-05-2022	32,826
33	28-06-2022	28-07-2022	30	7.7	9.7 as on 15-06-2022	32,436
34	28-07-2022	28-08-2022	31	7.8	9.8 as on 15-07-2022	33,863
35	28-08-2022	28-09-2022	31	8.0	10.0 as on 15-08-2022	34,554
36	28-09-2022	28-10-2022	30	8.0	10.0 as on 15-09-2022	33,439
37	28-10-2022	28-11-2022	31	8.25	10.25 as on 15-10-2022	35,418

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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
38	28-11-2022	28-12-2022	30	8.35	10.35 as on 15-11-2022	34,610
39	28-12-2022	28-01-2023	31	8.6	10.6 as on 15-12-2022	36,627
40	28-01-2023	07-02-2023	10	8.6	10.6 as on 15-01-2023	11,815
					TOTAL DELAYED INTEREST as on 07/02/2023	1,280,182

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/201004/0006748 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 flats bearing No. B2D0008 & B2D0010 in the project "Pashmina Brookwoods" in favour of the complainants within 60 days from the date of this order.

(ii) The respondent is directed to pay the amount of Rs.12,80,182/- (Rupees Twelve Lakhs Eighty Thousand One Hundred and Eighty Two Only) towards interest on delay period to the complainants 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

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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

handing over possession will be calculated likewise and paid to the complainants within 60 days from the date of this order.

- (iii) The complainants are 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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