



ಕರ್ನಾಟಕ ರಿಯಲ್ ಎಸ್ಟೇಟ್ ನಿಯಂತ್ರಣ ಪ್ರಾಧಿಕಾರ

ಕಡತ ಸಂಖ್ಯೆ Cmp.No: 10181

ಪುಟ ಸಂಖ್ಯೆ

ವಿಷಯ Mr. Nishant Kumar Samal & Another

Sowparnika Columns

ಕಂಡಿಕೆ ಸಂಖ್ಯೆ	ಟಿಪ್ಪಣಿ ಮತ್ತು ಆದೇಶಗಳು
CMP- 10181	
13.02.2024	<p>As per the request of the complainants and Mr. S. Sreenivasan Authorized Signatory of the respondent, the execution proceedings in the above case are taken-up for amicable settlement, in the National Lok Adalat to be held on 09.03.2024.</p> <p>The complainants and Mr. S. Sreenivasan Authorized Signatory of the respondent present, in the pre-Lok-Adalat sitting held on 13.02.2024. 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, stating that matter has been settled between the parties in terms of the joint memo dated: 13.02.2024 entered between them filed during the pre Lok Adalat sitting on 13.02.2024. The settlement entered between the parties is voluntary and legal one and as per which the complainants has no further claims against the respondent whatsoever in the above case. The dispute in connection with execution proceedings in the above case are settled between the parties in the pre-Lok Adalat sitting in terms of the joint memo dated: 13.02.2024. The complainants submits that he has already received Rs.4,77,215/- (Rupees Four Lakhs Seventy Seven Thousand Two Hundred and Fifteen only) from the respondent. The execution proceedings in connection with above case are closed, as settled in the Lok Adalat. The RRC if any 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.</p> <p><i>(Signature)</i> Kalyana Seng</p> <p><i>(Signature)</i> 13/2/24 Judicial Conciliator.</p> <p><i>(Signature)</i> Advocate Conciliator.</p> <p>For SOWPARNIKA PROJECTS & INFRASTRUCTURE PVT. LTD.</p> <p><i>(Signature)</i> Director</p>



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ಕಡತ ಸಂಖ್ಯೆ Corp No: 10181

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Nishanta Kuman Samal & Another
Sowparnika Columns

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ಸಂಖ್ಯೆ

ಟಿಪ್ಪಣಿ ಮತ್ತು ಆದೇಶಗಳು

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.

16/3/24
Judicial Conciliator

[Signature]
Advocate Conciliator

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Advocate Conciliator

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Advocate Conciliator

[Signature]
Advocate Conciliator

For SOWPARNIKA PROJECTS & INFRASTRUCTURE PVT. LTD.

[Signature]
Director

**BEFORE THE HON'BLE REAL ESTATE REGULATORY
AUTHORITY AT: BANGALORE**

RERA CMP No-221104/0010181

Mr. Nishanta Kumar Samal and
Mrs. Kalpana Jena

.....COMPLAINANTS

AND

M/s. Sowarnika Projects

And Infrastructure Pvt. LtdRESPONDENT

JOINT MEMO FOR SETTLEMENT



The above-named complainant and respondent have jointly submitted as follows:

(1) That, the complainant above named had filed the above complainant under the provisions of the Real Estate (Regulation and Development) Act, 2016, seeking for delay compensation of the amount paid by him to the respondent for the proposed purchase of the Unit No 1203 on the Twelveth floor of the Apartment Building known as "Sowparnika - The Columns". On receipt of the notice from this Hon'ble Authority, the respondent herein appeared before this Hon'ble Authority and filed its detailed statement of objections, denying all the averment and allegations made in the complainant.

(2) Further to the orders passed by Hon'ble Authority on 4th September, 2023. Both Complainant and Respondent bilaterally discussed between themselves with the spirit of arriving at an amicable resolution.

(3) After discussing all the issues and disputes involved both the parties have arrived at an amicable settlement.

(4) Both the parties, have now, Vide Joint Memo for Settlement dated 13.02.2024 resolved and settled all the disputes and issues, and signed this Joint Memo for Settlement and agreed that the possession of the said Unit will be delivered to the Complainants by executing the sale deed within 20 days from the date of Signing this Joint Memo for Settlement.

 
Nishanta Kumar Samal
Kalpana Jena

For SOWPARNIKA PROJECTS & INFRASTRUCTURE PVT. LTD.


Director

As per the terms of the above mentioned Joint Memo for Settlement, no claims, differences and / or disputed are pending between the parties and no further claims or disputes will be raised by either party in connection with the issues arising in the present Case.

As per the Joint Memo for Settlement entered into between the parties, the Builder/Respondent herein has compensated and paid amount in the following manner to the Complainant as a full and final settlement towards the claim involved in the above mentioned Case.

Rs.4,77,215 (Rupees Four Lakh Seventy-Seven Thousand Two Hundred Fifteen Only) Paid by Way of RTGS Reference No. AXISP00470253975 dated 12.02.2024 to the Complainant Nishanta Kumar Samal to his SB A/c. No. 50100118601876 of HDFC EPIP Branch – Bengaluru.

WHEREFORE, both the parties in the above case respectfully prays that this Hon'ble Authority may be pleased to take this joint.

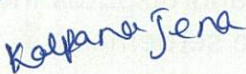
Memo on records and close the above case as settled in the Lok Adalat in the interest of justice and equity.

Bangalore

Date:13.02.2024



Complainants



For SOWPARNIKA PROJECTS & INFRASTRUCTURE PVT. LTD.


Director
Respondent

Complaint No. 10181

16.03.2024

Before the Lok-Adalat

The execution proceedings in this case are taken up before the pre-Lok-Adalat held on 13.02.2024. The joint memo dated: 13.02.2024 in the pre Lok Adalat sitting by both the parties is hereby accepted. Hence, the dispute in connection with the execution proceedings of this complaint is settled before the Lok-Adalat as per joint memo dated: 13.02.2024. The joint memo filed by the parties shall be part and parcel of award/order.

The execution proceedings in this complaint referred above 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/221104/0010181

Between

1. Mr. Nishanta Kumar Samal
 2. Mrs. Kalpana Jena
- Complainants

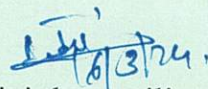
AND

M/s. Sowparnika Projects and
Infrastructure Pvt. Ltd., Respondent

Award

The dispute between the parties with regard to execution proceedings in the above case having been referred for determination to the Lok Adalat and the parties having compromised/settled the dispute in connection with execution proceedings in the matter, as per the joint memo dated: 13.02.2024 filed during the pre-Lok Adalat sitting on dated: 13.02.2024, same is accepted. The settlement entered between the parties is voluntary and legal one.

The execution proceedings in the case stands disposed off as per the joint memo: 13.02.2024 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 BENCH 6

Dated 4TH SEPTEMBER 2023

PRESIDED BY HON'BLE MEMBER SMT.NEELMANI N RAJU

COMPLAINT NO.: CMP/221104/0010181

COMPLAINANTS.....

**NISHANTA KUMAR SAMAL &
KALPANA JENA
PRIME BLUE FOREST APARTMENT
FLAT: C 110, RAJPALAYA
KRISHNAPPA GOARDENS
HOODI
BANGALORE-560048.**

(IN PERSON)

Vs

RESPONDENTS.....

**M/S. SOWPARNIKA PROJECTS &
INFRASTRUCTURE PVT LTD
NO.750, C BLOCK, 1ST MAIN ROAD
AECS LAYOUT, KUNDALAHALLI
BANGALORE-560037.**

(BY MR. SRINIVAS, ADVOCATE)

*** * * * ***

J U D G E M E N T

1. This complaint is filed under section 31 of the RERA Act against the project "**SOWPARNIKA COLUMNS**" developed by **M/S SOWPARNIKA PROJECTS & INFRASTRUCTURE PVT LTD** situated at Sy.No.185, 186/1, 186/2, Naduvatti Village, Kasaba Hobli, Hosakote Taluk, Bengaluru Rural District for the relief of interest on delay period.
2. This project has been registered under RERA bearing Registration No.PRM/KA/RERA/1250/304/PR/171024/000764 valid till 31/12/2020. The Authority has extended its registration for a further

Mh

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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

period of 12 months i.e. till 31/12/2021. The project was extended due to Covid-19 for a period of 9 months till 30/09/2022.

Brief facts of the complaint are as under:-

3. The complainants had purchased a flat bearing No.1203, 12th Floor in the project of the respondent and entered into an agreement of sale dated 04/01/2020. The complainants have paid an amount of Rs.59,54,429/- (Rupees Fifty Nine Lakh Fifty Four Thousand Four Hundred and Twenty Nine only) to the respondent on various dates. The respondent was supposed to hand over the possession of the flat to the complainants by 31/12/2021. The respondent has failed to handover the possession of the flat on time as agreed. The complainants further submit that the respondents had promised to handover possession of the flat by 30/9/2022, but they are further delaying in completion of the project, which has resulted in direct impact on the financial condition of the complainants. Thus, the complainants have approached this Authority and pray for directions to the respondent to pay interest on delay period and handover possession of the flat as soon as possible. Hence, this complaint.
4. After registration of the complaint, in pursuance of the notice, the respondent has appeared before the Authority through its counsel/representative and have filed statement of objections as under:
5. The Respondent submits that the complainants are not entitled for seeking such relief sought in light of the Agreement of Sale dated 04/01/2020 and that the allegations and claims made by the complainants are false. The respondent submits that due to Covid-19 pandemic the construction work in the project became slow on account of non-availability of the raw material and labour. The respondent

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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

further submits that they were unable to sell the flats in the market due to which the cash flow was less and it also lead to slow construction work.

6. The respondent submits that the complainants have not made the scheduled payments in time as per agreement. The respondent prays this Authority to dismiss the complaint.
7. The complainants in their rejoinder submit that the said flat was supposed to be handed over on 31/12/2021 by the respondent. The complainants submit that they have never missed the payment timeline and that it was verbally and mutually agreed with the respondent that the complainants will pay the remaining amount at the time of handing over possession of the flat. The complainants submit that due to this enormous delay in handing over possession of the flat, has caused the complainants physical and mental agony. Thus, the complainants pray this Authority for directions to the respondent to pay interest for delay period and compensation for physical and mental agony.
8. In support of their claim, the complainants have produced documents such as copies of agreement of sale, payment receipts, and memo of calculation as on 16/5/2023.
9. This complaint was heard on 21/2/2023, 5/4/2023, 31/5/2023, 6/7/2023 and 17/8/2023. Heard arguments of both sides.
10. **On the above averments, the following points would arise for my consideration:-**
 1. Whether the complainants are 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

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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

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 31/12/2021, the respondent has failed to abide by the terms of the agreement and not handed over the possession of the flat to the complainants till date.
13. The Hon'ble Authority has perused the statement of objections filed by the respondent and the complainants. The agreement of sale is a key instrument which binds the parties in a contractual relation so as to be properly enforced in accordance with law, and hence it is necessary that it shall be free from any ambiguity and vagueness. Here in this case, the respondent has not given possession of the said flat to the complainants as agreed and has not complied with the terms of the said agreement of sale. Therefore, the Hon'ble Authority has not agreed with the contentions made by the respondent in their statement of objections.
14. The complainants vide their memo of calculation as on 16/05/2023 have claimed an amount of Rs.7,05,481/- (Rupees Seven Lakh Five Thousand Four Hundred and Eighty One only) as delay period interest calculated from 31/12/2021 to 16/05/2023.
15. The respondent has not filed their memo of calculation despite several opportunities were given. During the process of the hearing on 17/8/2023, the respondent submitted that the delay is due to their internal problems and that they are ready to give the delay period interest. The respondent also submitted that they hope to give possession of the flat to the complainants by December 2023.

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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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16. Having regard to all these aspects, this Authority concludes that the complainants are entitled for delay period interest from 31/12/2021 till the flat is handed over by the respondent to the complainants.

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

Payment Details			
S.NO	TYPE	AMOUNT	DATE
1	TOTAL PAYMENT TILL POSSESSION	50,06,682	31-12-2021
2	SUBSEQUENT PAYMENT 1	5,10,429	27-02-2023
3	SUBSEQUENT PAYMENT 2	4,37,318	02-03-2023
4	TOTAL PRINCIPLE AMOUNT	59,54,429	
5	TOTAL DELAYED INTEREST as on 16/05/2023	7,05,481	

Interest Calculation						
S.NO	FROM DATE	TO DATE	NO. OF DAYS	MCLR RATE	INTEREST RATE	INTEREST
INTEREST CALCULATION FOR AMOUNT PAID TILL POSSESSION 5,006,682						
1	31-12-2021	31-01-2022	31	7.3	9.3 as on 15-12-2021	39,545
2	31-01-2022	28-02-2022	28	7.3	9.3 as on 15-01-2022	35,718
3	28-02-2022	28-03-2022	28	7.3	9.3 as on 15-02-2022	35,718
4	28-03-2022	28-04-2022	31	7.3	9.3 as on 15-03-2022	39,545
5	28-04-2022	28-05-2022	30	7.4	9.4 as on 15-04-2022	38,681
6	28-05-2022	28-06-2022	31	7.5	9.5 as on 15-05-2022	40,396
7	28-06-2022	28-07-2022	30	7.7	9.7 as on 15-06-2022	39,916
8	28-07-2022	28-08-2022	31	7.8	9.8 as on 15-07-2022	41,672
9	28-08-2022	28-09-2022	31	8	10.0 as on 15-08-2022	42,522

Hhs

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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	28-09-2022	28-10-2022	30	8	10.0 as on 15-09-2022	41,150
11	28-10-2022	28-11-2022	31	8.25	10.25 as on 15-10-2022	43,585
12	28-11-2022	28-12-2022	30	8.35	10.35 as on 15-11-2022	42,591
13	28-12-2022	28-01-2023	31	8.6	10.6 as on 15-12-2022	45,073
14	28-01-2023	28-02-2023	31	8.6	10.6 as on 15-01-2023	45,073
15	28-02-2023	28-03-2023	28	8.7	10.7 as on 15-02-2023	41,095
16	28-03-2023	28-04-2023	31	8.7	10.7 as on 15-03-2023	45,499
17	28-04-2023	16-05-2023	18	8.7	10.7 as on 15-04-2023	26,418
INTEREST CALCULATION FOR SUBSEQUENT PAYMENT 510,429						
1	27-02-2023	27-03-2023	28	8.7	10.7 as on 15-02-2023	4,189
2	27-03-2023	27-04-2023	31	8.7	10.7 as on 15-03-2023	4,638
3	27-04-2023	16-05-2023	19	8.7	10.7 as on 15-04-2023	2,843
INTEREST CALCULATION FOR SUBSEQUENT PAYMENT 437,318						
1	02-03-2023	02-04-2023	31	8.7	10.7 as on 15-02-2023	3,974
2	02-04-2023	02-05-2023	30	8.7	10.7 as on 15-03-2023	3,846
3	02-05-2023	16-05-2023	14	8.7	10.7 as on 15-04-2023	1,794
					TOTAL DELAYED INTEREST as on 16/05/2023	7,05,481

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

19. **My answer to Point No.2:-** In view of the above discussion, I proceed to pass the following order –

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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

ORDER


In exercise of the powers conferred under Section 31 of the Real Estate (Regulation and Development) Act, 2016, the complaint bearing No.**CMP/221104/0010181** is hereby allowed.

The Respondent is directed to pay a sum of **Rs.7,05,481/- (Rupees Seven Lakh Five Thousand Four Hundred and Eighty One only)** towards delay period interest to the complainants within 60 days from the date of this order, calculated at MCLR + 2% from 31/12/2021 till 16/05/2023.

The delay period interest accruing from 17/5/2023 till the handing over of the flat to the complainants is calculated likewise and paid by the respondent to the complainants.

The complainants are 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.

No order as to the costs.


(Neelmani N Raju)
Member, K-RERA

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