

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

Dated 08th of June 2020

Ref:	CMR / 100928 / 0004337
Complainant	Smt. JYOTIRMAYEE DEHURY # 315, Sai Nilaya, Ground Floor, 3rd 'A' Main, East of NGEF, Near RTO Office, Vijinapura, Kasturinagar, Bengaluru - 560 016.
Promoter / Project Name:	Kolte Patil Developers Limited "MIRABILIS" The Estate, 10 th Floor, Dickenson Road, Yellappa Garden, FM Cariappa Colony, Sivenchetti Gardens, Bengaluru - 560 042.

The complainant by name **Smt. JYOTIRMAYEE DEHURY**, Bengaluru has filed a complaint before this Authority claiming for compensation for late delivery and other concerns. The gist of the complaint is as under:

Respect Sir/Madam, with due respect, we Siba Brata Rout and Jyotirmayee Dehury, buyers of flat mirabilis A-201 (Kolte Patil Developers), want to draw your kind attention to the following facts: We are common man with a limited hope to get a flat by our hard earned money. It is around 5 years now and we are still staying in rented house. The purchase of the flat was based on hard earned savings and housing loan taken. The EMIs and the other expenses have strched our financials and savings. We are going through very bad financial situation and mental agony. We approached the builder for each and every point mentioned below to solve bilaterally, but no satisfactory response/action has been received from the builder side. With a hope that your good office will and with a kind heart you can understand our situation and provide us the justice.? We booked this flat in 2014 and as per the agreement, completion date of construction is October 2017, however there is six month's grace period i.e up to April 30th 2018.? Due payments for the project has been made.? In most cases the requests to the builder has been ignored and not given the required priority for customer's concerns Mail reference below: a) Request for Agreement rectification.pdf b) Study room Window Position Modification Amendments for A- 201.pdf We have 2 major requests and concerns for builder 1. To rectify the feasible internal design flaws in stipulated time 2. To provide compensation for the delay in delivery to support us in the financially stressed condition. 1. To rectify feasible internal design flaws in stipulated time Mail Reference: INSPECTION SNAGS ARE NOT DONE STILL GOT FINAL DUE.pdf, Kitchen_Flaws.pdf i) Opening of the Bathroom door designs ii) Position of electric switch boards and switches in Bed Room and bathroom with respect to standard number of plug points and 2 ways switches. iii) The flaw design in covering of the pipes in the balcony and the maintenance and accessibility. iv) Kitchen wet area flaws and the electric switch points. v) Kitchen Utility-Door flaw 2. To provide compensation for delayed delivery to support us in

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Ushnavaraha
8/6/20

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-2-

financial situation. i) In case of important request like delay in delivery and compensation, KPDL has always tried to avoid the communication and has still not responded after repeated reminders on top of that we got in our final demand note. We had approached the builder to discuss on compensation; however to our disappointment, we were informed that we have to pay the entire amount in full and after possession we will be paid the compensation. How will a common man survive with such kind of financial burdens? Mail Reference: Gmail – DELAY COMPENSATION NOT ADDRESSED PROPERLY. ii) Due to this delay in delivery, we are bearing below financial and mental stress. a) As we do not have possession of flat, we are also losing tax benefit and as per Income Tax department we cannot claim certain amount until possession. b) It is a bad financial burden to pay house rent as well as loan interest/EMI. iii) We expect the builder to bear the amount considering below loss. 1. Interest charged by Bank for the home loan from April 2018 till possession of our flat 2. Consider loss due to Income Tax. 3. House rent loss due to late delivery. Honorable Sir/Madam, we request your good office to go through attached mail as proofs and seek the justice be delivered to us. Best Regards i) Siba Brata Rout ii) Jyotirmayee Del...

Notices were issued on 20-12-2019 wherein only the complainant was present. Summons was issued to the promoter to appear before the Authority hearing on 08-01-2020. Both the advocates for the complainant and the developer were present. Further hearings were held on 17-01-2020, 23-01-2020, 07-02-2020 and 20-02-2020 wherein the representatives of both the complainant and the respondent were present. Both the complainant and the respondent promoter have submitted their written statements before this Authority vide letter dated 17-01-2020.

The brief of the Respondent promoter statement dated 17-01-2020 is :

- The promoter obtained Occupancy Certificate of the project on 06-09-2019.
- The project is in habitable condition with minor civil work in common areas to be completed.
- The complainant failed to make payments as per the Sale Agreement and Construction Agreement dated 24-2-2015 and a cumulative delay in payment of 1855 days. Hence, no right to seek compensation from the respondent.

The brief of the complainant statement dated 17-01-2020 is :

- The agreement executed on 24-02-2015 and the number of days elapsed till date is 1786 days as against the claim of 1855 days by the promoter.

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U. S. Murthy
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-3-

- (ii) Delay by the promoter in handing over the physical documents for the demand note and the original payment receipt on a timely manner had complicated the disbursement of the loan by the banks.
- (iii) An amount of Rs.60,79,143/- paid by the date 06/12/2018 against the project cost of Rs.63,31,779/-. Promoter has never pointed out any dues for late payment till now.
- (iv) The promoter forcing to pay the balance amount and take possession without any proper inspection of the project.
- (v) Sought clarifications from the promoter on the carpet area of the apartment for which the builder has never clarified.
- (vi) The promoter was to complete the project with all amenities in a habitable condition with proper carpet area by April 2018.

On the hearing date on 20-02-2020, the respondent and the complainant filed before this Authority a copy of the 'Deed of Settlement' dated 18th February 2020 signed between Sri Dinesh D Ranka (referred as 1st Party/owner/vendor) and Kolte Patil Developers Limited represented by the Director, Shri Naresh A Patil (referred as 2nd Party / developer) and Mr. Siba Brata RAout and Mrs. Jyotirmayee Dehury. As per the 'Deed of Settlement' dated 18-02-2020 submitted before this Authority, it is stated that the complainant who is the purchaser of the residential property at 'Mirabilis' bearing apartment No. 201, 2nd Floor, Tower 'A' at Horamavu Agara Village, K R Puram Hobli, Bengaluru East Taluk has waived off the complainant's right to claim delay compensation in lieu of setting off/ adjusting the same against the details as shown in table below. The details of the charges as per the 'Deed of Agreement' signed by both the complainant and the promoter are as below:

Details of the Costs	Amount
Total compensation as per the AFS	6,19,876
Less: Advance maintenance charges	88,500
Less: KPTCL & BWSSB charges	2,78,551
Less: Adjusted against flat cost	1,90,837
Less: T D S	61,988

The relief sought by the complainant before this Authority was of seeking compensation from the promoter. The complainant was supposed to pay a sum of Rs. 63,31,779/- as the cost of the apartment and had paid a sum of Rs.60,79,143/-. The balance amount payable by the complainant towards the

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-4-

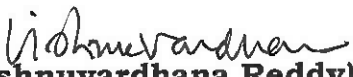
cost of the apartment was Rs.2,52,636/-. As per the 'Deed of Settlement' dated 18-02-2020 submitted before this Authority, it states that the complainant claimed compensation towards the delay in delivery of apartment and by way of amicable settlement between the Developer and the Purchaser, the Developer agreed to pay Rs.6,19,876/- (Six lakh nineteen thousand eight hundred and seventy six only) as full and final compensation towards delay in delivery of possession of the apartment unit.

Accordingly, as per the 'Deed of Settlement' dated 18-02-2020, the developer has settled the delay compensation of Rs.6,19,876/- payable under the sale agreement dated 24-02-2015 to the complainant as full and final settlement as per the statement above. The developer has secured Occupancy Certificate for the said project from the competent authorities and the same is served to the purchaser - complainant who has acknowledged it. Further, the 'Deed of Settlement' states that the developer has agreed not to demand for payments towards balance cost of apartment, advance maintenance charges, KPTCL deposit and BWSSB charges.

Taking into consideration of the 'Deed of Settlement' dated 18-02-2020, a copy submitted before this Authority and the same been agreed to and signed by both the complainant and the respondent, the Authority passes the following order:

ORDER

The complaint filed under Section 31 of the Act, the complaint No. CMP / 190922 / 0004337 filed by **Smt. JYOTIRMAYEE DEHURY**, Bengaluru against the project promoter **Kolte Patil Developers Limited, Bengaluru** of the project "**MIRABILIS**" bearing apartment No. 201, 2nd Floor, Tower 'A' situated at Horamavu Agara Village, K R Puram Hobli, Bengaluru East Taluk is treated as **disposed of** in view of the amicable settlement between the Developer and the Complainant as per the 'Deed of Settlement' dated 18-02-2020 and executed by the Complainant and the Respondent.


(D. Vishnuvardhana Reddy) 8/6/20
Member-1
KRERA


(Adoni Syed Saleem)
Member-2
KRERA


(M.R Kamble) 8/6/2020
Chairman
KRERA