

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. RAKESH SINGH, HON'BLE CHAIRMAN

SHRI. GURIJALA RAVINDRANADHA REDDY, HON'BLE MEMBER

DATED 8th April 2026

1	COMPLAINANT.... IN COMPLIANT NO. CMP/200606/0005747	NPKL BDA 132/8, Sushree, 5 th Main Prashanthnagar, Bengaluru Urban-560079. (In person)
2	COMPLAINANT.... IN COMPLIANT NO. CMP/200923/0006645	Devambika S S 407, 8 th B Main Road, Jayanagara IV Block Bengaluru Urban-560011. (In person)
3	COMPLAINANT.... IN COMPLIANT NO. CMP/220129/0008884	President NPKL Open Forum N Sridhar 127, 4 th Main , Anam Enclave, Thanisandra, S R K Nagar Post Bengaluru Urban- 560077. (Rep by M.E. Channabasavaraja - Advocate)
4	COMPLAINANT.... IN COMPLIANT NO. CMP/180620/0000933	P S Kesar Singh BBalaji, 203, S R Pride Bengaluru Urban- 560037. (In person)

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RESPONDENTS.... IN ALL AFORESAID COMPLAINTS	Bangalore Development Authority No.11, Maruthi 8 th Cross, Old Post Office Road, Ramamurthy Nagar Bengaluru Urban-560024.
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J U D G M E N T

1. The complaint no. **CMP/200606/0005747** has been filed under Section 31 of the Real Estate (Regulation and Development) Act, 2016 by individual purchasers of Units in the project "**Formation of Nadaprabhu Kempegowda Layout**", seeking relief for the direction to the respondent to pay interest on delay period.
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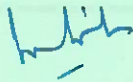
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ORDER

In exercise of the powers conferred under Section 31 of the Real Estate (Regulation and Development) Act, 2016, the above mentioned complaints are hereby disposed of without adjudication on merits, for want of necessary documents.





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(G.R. REDDY)

Member
K-RERA

(RAKESH SINGH)

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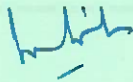
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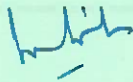
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PROCEEDINGS OF THE AUTHORITY BEFORE FULL BENCH
DATED 08th April 2026

PRESENT

SHRI. RAKESH SINGH, HON'BLE CHAIRMAN

SHRI G.R REDDY, HON'BLE MEMBER

COMPLAINT NO: 01485/2025

COMPLAINANT....

Pushpa N R

Brigade Meadows #122 No. B3 6022,
Kanakapura Road, Opposite Anjaneya Temple,
Saalu Hunase
Bengaluru Urban - 560082

(In Person)

Vs

RESPONDENT.....

Bangalore Development Authority.,
T.Chowdaiah Road Kumarapark West
Bengaluru Urban - 560020

(Rep. by. Shri B. Vachan Advocate)

JUDGEMENT

1. This complaint is filed by the complainant under section 31 of the RERA Act against the project "**Formation of Nadaprabhu Kempegowda Layout**" developed by **Bangalore Development Authority.**, seeking relief of direction to the respondent to complete the pending works and pay interest on delay period.

Wtkh

[Handwritten Signature]

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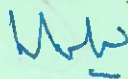
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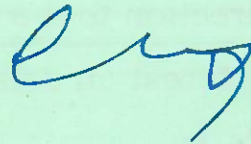
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2. This project has been registered with RERA vide registration No. PRM/KA/RERA/1251/310/PR/180518/001726 valid till 31.12.2021.
3. Said project is situated at Survey No. 18/2 Kengeri Hobli. Bengaluru South, Bengaluru Urban.

Brief facts of the complaint are as under:-

4. The complainant had purchased a site bearing No. 144 on 3rd Block of sector-A in the project "Formation of Nadaprabhu Kempegowda Layout" of the respondent and executed lease cum sale deed dated 06.03.2018 for a total sale consideration of Rs. 10,46,201/- (Ten Lakh Forty-Six Thousand Two Hundred and One Only). She had received the allotment vide No. BDA/DS-4/B3-SA-144/NPKL/2016-17 dated 23/12/2016, and made the entire payment within the stipulated time. However, even after almost nine years since allotment, the site continues to lack basic civic infrastructure, including water supply connection, proper approach roads, drainage facility, street lighting, site number/identification boards. Due to the absence of these essential facilities, it is extremely difficult to even locate the site, and they are unable to proceed with construction or make use of the property. Hence, this complaint.





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5. After registration of the compliant, in pursuance of the notice the respondent has appeared before this Authority through its counsel, but not contested the matter by filing the statement of objections, producing documents etc. on its behalf.
6. The complainant in support of his claim has produced / uploaded documents such as copies of lease cum sale deed dated 06.03.2018, allotment letter date 23.12.2016 and possession letter dated 25.10.2018.
7. The respondent has not produced any documents on its behalf.
8. Hearings of this matter were conducted on 03.12.2025, 05.01.2026 and 22.01.2026.
9. Heard Arguments.
10. **On the above averments, the following points would arise for our consideration: -**
 1. Whether the complainant is entitled for the reliefs claimed?
 2. What order?
11. **Our answer to the above points are as under: -**
 1. In the Affirmative.
 2. As per final order for the following.

REASONS

12. **Our answer to Point No.1:** - It is not in dispute that the complainant had purchased a site bearing no. 144 on 3rd Block of sector-A in the project "Formation of Nadaprabhu


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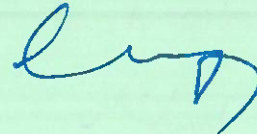
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"Kempegowda Layout" of the respondent under sale deed dated 06.03.2018 for a total sale consideration of Rs. 10,46,201/- (Ten Lakh Forty-Six Thousand Two Hundred and One Only). It is equally undisputed that the respondent had failed to complete the project within the stipulated period and was unable to provide all the amenities as agreed and to handover possession of the site of the complainant within the contractual time frame. Consequently, the complainant was constrained to approach this forum seeking relief of direction to the respondent to complete the pending works and pay interest on delay period.

13. The sale deed 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. Herein, this case, the respondent has failed to complete the project in all aspects, not provided all the amenities as promised and there is a delay in handover of possession of site to the complainant.
14. As per section 14 of the Act, the promoters shall develop and complete the project in accordance with the sanctioned plans, layout plans and specifications as approved by the competent authorities. Here in this case, though the respondent has executed sale deed of the said site in favour of the complainant in the year 2018 itself, not handover possession of the same to her, and not provided the amenities as agreed. Further, there is a delay in handover of possession.





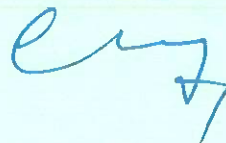
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Karnataka Real Estate Regulatory Authority,

1/14, 2nd Floor, Silver Jubilee Block, Unity Building Backside, CSI Compound,
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15. Mere execution of sale deed in favour of allottee is not sufficient without completion of the project by providing all amenities/facilities as agreed. Here in this case, it is not in dispute that the respondent has executed sale deed of site of complainant on 06.03.2018. In fact, the respondent cannot compel the complainant to come forward for registration of sale deed without completion of the project and providing basic amenities as agreed. According to the complainant, the said project is still incomplete as on this date in many aspects. In addition, mere completion of layout is not sufficient to arrive at a conclusion that it is a completed project. The completion must be with reference to the provisions of the Act. It is the bounden duty and obligation on the part of the promoters to complete the project in all respects and in accordance with contract between the parties.
16. In general, to have his own cozy house is everyone's dream. To fulfil that dream one would take risk of investing all his lifetime savings and raise loans in terms of lakhs or crores which would take away rest of his life in repaying the same. That being so, the developer who promises to fulfil dream of owning the house shall conduct himself in equally responsible manner. If he resorts to use the hard-earned money of investors in a reckless manner, it would not only shatter the dreams of investors, but also make him run from pillar to post by incurring heavy investment as well as legal expenses. Though the complainant

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1/14, 2nd Floor, Silver Jubilee Block, Unity Building Backside, CSI Compound,
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had paid the entire sale consideration of the said site to the respondent in the year 2018 itself, she is deprived of use and enjoyment of her site.

17. However, the respondent has failed to complete the project as promised and had executed the sale deed of the site of the complainant. Having failed to discharge his duty and obligation as per the provisions of RERA Act, certainly entitles the complainant from claiming completion of the project in all aspects as agreed and interest on delay period.
18. It is pertinent to note that the respondent had executed the sale deed of the said site in the favour of the complainant by receiving entire sale consideration without completion of the project and handover of possession of the site.
19. Mere handover of possession of open space to the allottee is of no use without providing basic facilities such as water and electricity connections, drainage, road and street lights etc. Without these facilities one cannot use and enjoy his property.
20. At this juncture, our attention is drawn towards the decision of the Hon'ble Supreme Court of India in Appeal No.6750-57/2021 M/s. New tech Promoters V/s. The state of Uttar Pradesh, it is held as under: -

Para No.22:- "If we take a conjoint reading of subsections (1), (2) and (3) of section 18 of the Act, the different contingencies spelt out therein, (A) the allottee

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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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can either seek refund of the amount by withdrawing from the project; (B) such refund could be made together with interest as may be prescribed; (C) in addition, can also claim compensation payable under sections 18(2) and 18(3) of the Act; (D) the allottee has the liberty, if he does not intend to withdraw from the project, will be required to be paid interest by the promoter for every months' delay in handing over possession at such rates as may be prescribed'.

21. The complainant has submitted her memo of calculation from 07.06.2017 to 21.01.2026 and claimed an amount of Rs.9,28,700/- (Nine Lakh Twenty-Eight Thousand Seven Hundred Only). Having regard to all these aspects, this Authority concludes that the complainant is entitled for an amount of Rs.8,49,737/- (Eight Lakh Forty-Nine Thousand Seven Hundred and Thirty-Seven Only) for the period from 06.03.2018 till date of completion of basic amenities.
22. Since there is neither objections nor rebutted to the MOC filed by the respondent, this Authority is of the view that, the MOC dated 06.03.2018 filed by the complainant shall be considered and proceeded for calculation of delay period interest.

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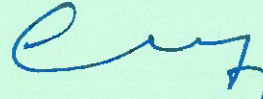
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Karnataka Real Estate Regulatory Authority,

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

S.NO	FROM DATE	TO DATE	NO. OF DAYS	MCLR RATE	INTEREST RATE	INTER EST
INTEREST CALCULATION FOR AMOUNT PAID TILL POSSESSION 10,46,251						
1	06-03-2018	07-03-2018	1	8.1	10.1 as on 01-02-2018	289
2	07-03-2018	07-04-2018	31	8.35	10.35 as on 01-03-2018	9,196
3	07-04-2018	07-05-2018	30	8.35	10.35 as on 01-04-2018	8,900
4	07-05-2018	07-06-2018	31	8.35	10.35 as on 01-05-2018	9,196
5	07-06-2018	07-07-2018	30	8.45	10.45 as on 01-06-2018	8,986
6	07-07-2018	07-08-2018	31	8.45	10.45 as on 01-07-2018	9,285
7	07-08-2018	07-09-2018	31	8.45	10.45 as on 01-08-2018	9,285
8	07-09-2018	07-10-2018	30	8.65	10.65 as on 01-09-2018	9,158
9	07-10-2018	07-11-2018	31	8.7	10.7 as on 01-10-2018	9,507
10	07-11-2018	07-12-2018	30	8.7	10.7 as on 01-11-2018	9,201
11	07-12-2018	07-01-2019	31	8.7	10.7 as on 01-11-2018	9,507
12	07-01-2019	07-02-2019	31	8.75	10.75 as on 10-12-2018	9,552
13	07-02-2019	07-03-2019	28	8.75	10.75 as on 10-01-2019	8,627
14	07-03-2019	07-04-2019	31	8.75	10.75 as on 10-02-2019	9,552
15	07-04-2019	07-05-2019	30	8.75	10.75 as on 10-03-2019	9,244
16	07-05-2019	07-06-2019	31	8.7	10.7 as on 10-04-2019	9,507
17	07-06-2019	07-07-2019	30	8.65	10.65 as on 10-05-2019	9,158
18	07-07-2019	07-08-2019	31	8.65	10.65 as on 10-06-2019	9,463
19	07-08-2019	07-09-2019	31	8.6	10.6 as on 10-07-2019	9,419
20	07-09-2019	07-10-2019	30	8.45	10.45 as on 10-08-2019	8,986
21	07-10-2019	07-11-2019	31	8.35	10.35 as on 10-09-2019	9,196

with



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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

22	07-11-2019	07-12-2019	30	8.25	10.25 as on 10-10-2019	8,814
23	07-12-2019	07-01-2020	31	8.2	10.2 as on 10-11-2019	9,063
24	07-01-2020	07-02-2020	31	8.2	10.2 as on 10-12-2019	9,063
25	07-02-2020	07-03-2020	29	8.2	10.2 as on 10-01-2020	8,478
26	07-03-2020	07-04-2020	31	8.15	10.15 as on 10-02-2020	9,019
27	07-04-2020	07-05-2020	30	8.05	10.05 as on 10-03-2020	8,642
28	07-05-2020	07-06-2020	31	7.7	9.7 as on 10-04-2020	8,619
29	07-06-2020	07-07-2020	30	7.55	9.55 as on 10-05-2020	8,212
30	07-07-2020	07-08-2020	31	7.3	9.3 as on 10-06-2020	8,263
31	07-08-2020	07-09-2020	31	7.3	9.3 as on 10-07-2020	8,263
32	07-09-2020	07-10-2020	30	7.3	9.3 as on 10-08-2020	7,997
33	07-10-2020	07-11-2020	31	7.3	9.3 as on 10-09-2020	8,263
34	07-11-2020	07-12-2020	30	7.3	9.3 as on 10-10-2020	7,997
35	07-12-2020	07-01-2021	31	7.3	9.3 as on 10-11-2020	8,263
36	07-01-2021	07-02-2021	31	7.3	9.3 as on 10-12-2020	8,263
37	07-02-2021	07-03-2021	28	7.3	9.3 as on 10-01-2021	7,464
38	07-03-2021	07-04-2021	31	7.3	9.3 as on 10-02-2021	8,263
39	07-04-2021	07-05-2021	30	7.3	9.3 as on 10-03-2021	7,997
40	07-05-2021	07-06-2021	31	7.3	9.3 as on 10-04-2021	8,263
41	07-06-2021	07-07-2021	30	7.3	9.3 as on 15-05-2021	7,997
42	07-07-2021	07-08-2021	31	7.3	9.3 as on 15-06-2021	8,263
43	07-08-2021	07-09-2021	31	7.3	9.3 as on 15-07-2021	8,263
44	07-09-2021	07-10-2021	30	7.3	9.3 as on 15-08-2021	7,997

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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

45	07-10-2021	07-11-2021	31	7.3	9.3 as on 15-09-2021	8,263
46	07-11-2021	07-12-2021	30	7.3	9.3 as on 15-10-2021	7,997
47	07-12-2021	07-01-2022	31	7.3	9.3 as on 15-11-2021	8,263
48	07-01-2022	07-02-2022	31	7.3	9.3 as on 15-12-2021	8,263
49	07-02-2022	07-03-2022	28	7.3	9.3 as on 15-01-2022	7,464
50	07-03-2022	07-04-2022	31	7.3	9.3 as on 15-02-2022	8,263
51	07-04-2022	07-05-2022	30	7.3	9.3 as on 15-03-2022	7,997
52	07-05-2022	07-06-2022	31	7.4	9.4 as on 15-04-2022	8,352
53	07-06-2022	07-07-2022	30	7.5	9.5 as on 15-05-2022	8,169
54	07-07-2022	07-08-2022	31	7.7	9.7 as on 15-06-2022	8,619
55	07-08-2022	07-09-2022	31	7.8	9.8 as on 15-07-2022	8,708
56	07-09-2022	07-10-2022	30	8	10.0 as on 15-08-2022	8,599
57	07-10-2022	07-11-2022	31	8	10.0 as on 15-09-2022	8,885
58	07-11-2022	07-12-2022	30	8.25	10.25 as on 15-10-2022	8,814
59	07-12-2022	07-01-2023	31	8.35	10.35 as on 15-11-2022	9,196
60	07-01-2023	07-02-2023	31	8.6	10.6 as on 15-12-2022	9,419
61	07-02-2023	07-03-2023	28	8.6	10.6 as on 15-01-2023	8,507
62	07-03-2023	07-04-2023	31	8.7	10.7 as on 15-02-2023	9,507
63	07-04-2023	07-05-2023	30	8.7	10.7 as on 15-03-2023	9,201
64	07-05-2023	07-06-2023	31	8.7	10.7 as on 15-04-2023	9,507
65	07-06-2023	07-07-2023	30	8.7	10.7 as on 15-05-2023	9,201
66	07-07-2023	07-08-2023	31	8.7	10.7 as on 15-06-2023	9,507
67	07-08-2023	07-09-2023	31	8.75	10.75 as on 15-07-2023	9,552

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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

68	07-09-2023	07-10-2023	30	8.75	10.75 as on 15-08-2023	9,244
69	07-10-2023	07-11-2023	31	8.75	10.75 as on 15-09-2023	9,552
70	07-11-2023	07-12-2023	30	8.75	10.75 as on 15-10-2023	9,244
71	07-12-2023	07-01-2024	31	8.75	10.75 as on 15-11-2023	9,552
72	07-01-2024	07-02-2024	31	8.85	10.85 as on 15-12-2023	9,641
73	07-02-2024	07-03-2024	29	8.85	10.85 as on 15-01-2024	9,019
74	07-03-2024	07-04-2024	31	8.85	10.85 as on 15-02-2024	9,641
75	07-04-2024	07-05-2024	30	8.85	10.85 as on 15-03-2024	9,330
76	07-05-2024	07-06-2024	31	8.85	10.85 as on 15-04-2024	9,641
77	07-06-2024	07-07-2024	30	8.85	10.85 as on 15-05-2024	9,330
78	07-07-2024	07-08-2024	31	8.95	10.95 as on 15-06-2024	9,730
79	07-08-2024	07-09-2024	31	9	11.0 as on 15-07-2024	9,774
80	07-09-2024	07-10-2024	30	9.1	11.1 as on 15-08-2024	9,545
81	07-10-2024	07-11-2024	31	9.1	11.1 as on 15-09-2024	9,863
82	07-11-2024	07-12-2024	30	9.1	11.1 as on 15-10-2024	9,545
83	07-12-2024	07-01-2025	31	9.1	11.1 as on 15-11-2024	9,863
84	07-01-2025	07-02-2025	31	9.1	11.1 as on 15-12-2024	9,863
85	07-02-2025	07-03-2025	28	9.1	11.1 as on 15-01-2025	8,908
86	07-03-2025	07-04-2025	31	9.1	11.1 as on 15-02-2025	9,863
87	07-04-2025	07-05-2025	30	9.1	11.1 as on 15-03-2025	9,545
88	07-05-2025	07-06-2025	31	9.1	11.1 as on 15-04-2025	9,863
89	07-06-2025	07-07-2025	30	9.1	11.1 as on 15-05-2025	9,545
90	07-07-2025	07-08-2025	31	9.1	11.1 as on 15-06-2025	9,863

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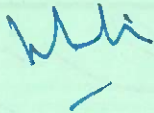
Karnataka Real Estate Regulatory Authority,

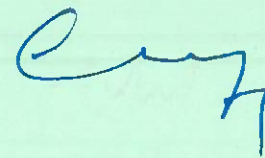
1/14, 2nd Floor, Silver Jubilee Block, Unity Building Backside, CSI Compound,
3rd Cross, Mission Road, Bengaluru-560027

91	07-08-2025	07-09-2025	31	8.9	10.9 as on 15-07-2025	9,685
92	07-09-2025	07-10-2025	30	8.85	10.85 as on 15-08-2025	9,330
93	07-10-2025	07-11-2025	31	8.85	10.85 as on 15-09-2025	9,641
94	07-11-2025	07-12-2025	30	8.85	10.85 as on 15-10-2025	9,330
95	07-12-2025	07-01-2026	31	8.85	10.85 as on 15-11-2025	9,641
96	07-01-2026	23-01-2026	16	8.8	10.8 as on 15-12-2025	4,953
					TOTAL DELAYED INTEREST as on 23/01/2026	8,49, 737

23. Considering all these facts and circumstances of the cases herein, we are of the considered view that the complainant is entitled for the reliefs claimed.

24. In response to the notice the respondent has appeared before this Authority through its counsel. However, the respondent has not contested the matter by filing statement of objection, producing documents on their behalf etc. So, nothing is forthcoming from respondent nor rebutted to any of these allegations. When specific allegations are made and remain unrebutted, adverse inference is liable to be drawn. The absence of rebuttal, coupled with documentary material and multiple similar complaints, clearly establishes the primary responsibility that the delay in completion and non-provision of amenities is attributable to the respondent-Developer. Accordingly, the point raised above is answered in the Affirmative.





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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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25. The final order in the present complaint could not be passed within the stipulated period as prescribed under section 29(4) of the Real Estate (Regulation and Development) Act of 2016 due to multiple adjournments sought by advocates / parties and other procedural reasons.
26. **Our answer to point No.2:-**In view of the above discussion, this complaint deserves to be allowed. Accordingly, we proceed to pass the following:-

ORDER

In exercise of the powers conferred under Section 31 of the Real Estate (Regulation and Development) Act, 2016, the complaint bearing **No.01485/2025** is hereby allowed as under: -

1. The respondent is hereby directed to complete the project "Formation of Nadaprabhu Kempegowda Layout" situated at Survey No. 18/2 Kengeri Hobli. Bengaluru South, Bengaluru Urban, by providing entire amenities as promised within 60 days from the date of this order.
2. The respondent is hereby directed to pay a sum of Rs.8,49,737/- (Eight Lakh Forty-Nine Thousand Seven Hundred and Thirty-Seven Only) to the complainant towards interest on delay period calculated at SBI MCLR+2% from 06.03.2018 till 23.01.2026 within 60 days from the date of this order.

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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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3. Further, the interest from 24.01.2026 till the date of completion of basic amenities will be calculated likewise and paid to the complainant.
4. The complainant is liberty to enforce this order in accordance with law, if the respondent fails to comply with the same.

No order as to cost.


(G.R.REDDY)
MEMBER
K-RERA


(RAKESH SINGH)
CHAIRMAN
K- RERA

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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
DATED 08th April 2026

PRESENT

SHRI. RAKESH SINGH, HON'BLE CHAIRMAN

SHRI G.R REDDY, HON'BLE MEMBER

COMPLAINT NO: 01310/2025

COMPLAINANT....

C N Vijayalakshmi

No.4, Old No.13, Raghava Nagar, 2nd Cross,
Near M R Bar & Restaurant, NTY Layout,
Mysore Road
Bengaluru Urban - 560026

(In Person)

Vs

RESPONDENT.....

Bangalore Development Authority.,
T.Chowdaiah Road Kumarapark West
Bengaluru Urban - 560020

(Rep. by. Shri B. Vachan Advocate)

JUDGEMENT

1. This complaint is filed by the complainant under section 31 of the RERA Act against the project "**Formation of Nadaprabhu Kempegowda Layout**" developed by **Bangalore Development Authority.**, seeking relief of direction to the builder for completion of amenities, to pay interest on delay period and handover of possession.

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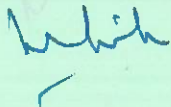
Karnataka Real Estate Regulatory Authority,

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

2. This project has been registered with RERA vide registration No. PRM/KA/RERA/1251/310/PR/180518/001726 valid till 31.12.2021.
3. Said project is situated at Survey No. 18/2 Kengeri Hobli. Bengaluru South, Bengaluru Urban.

Brief facts of the complaint are as under:-

4. The complainant had purchased a site bearing No. 4469 measuring 9 m X 12 m (108 Sq.mtr.) in "Nadaprabhu Kempegowda Layout" (NPKL) formed by BDA from a farmer by name Sri Bettathimmaiah to whom BDA had allotted (on 24.10.2017) and registered (on 28.10.2017) the above-mentioned farmer's share site for the land acquired by BDA for the formation of the NPKL. The farmer Sri Bettathimmaiah agreed to sell his site bearing No. 4469 for Rs.28,80,000/- (Twenty Eight Lakh Eighty Thousand Only) in January-2018 and both of them have entered into an Agreement of Sale on 07.04.2018 after she had paid an advance amount of Rs.5,00,000/- (Five Lakh Only) to him Rs.2,00,000/- (Two Lakh Only) paid by cash and Rs.3,00,000/- (Three Lakh Only) paid through Cheque dated: 07.04.2018). On 23.05.2025, Sri Bettathimmaiah had registered the said site in her name after receiving the agreed full site value of Rs. 28,80,000/- (Twenty-Eight Lakh Eighty Thousand Only). The amount of Rs.5,00,000/- (Five Lakh Only) was paid earlier at the time of registration of Agreement of Sale and Rs.1,00,000/- (One Lakh Only) paid on



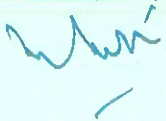


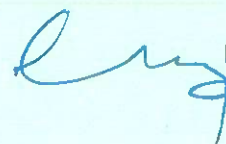
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19.05.2025 through IMPS and Rs.1,20,000/- (One Lakh Twenty Thousand Only) paid on 21.05.2025 and Rs.21,60,000/- (Twenty One Lakh Sixty Thousand Only) paid through ICICI Bank Cheque on 24.05.2018, which is the Loan amount borrowed from ICICI Bank on my Site). As the farmer Sri Bettathimmaiah denied for mentioning the actual site sale value of Rs.28,80,000/- (Twenty Eight Lakh Eighty Thousand Only) in the Sale Deed (which was agreed upon at the time of Agreement of Sale) and insisted her to mention only prevailing guidance value (BDA rate) of Rs.24,60,000/- (Twenty Four Lakh Sixty Thousand Only) in the Sale Deed, the transactions amount of Rs.3,00,000/- (Three Lakh Only) given on 07.04.2018 through Cheque & Rs.21,60,000/- (Twenty One Lakh Sixty Thousand Only) (which is Site Loan amount borrowed from ICICI Bank) given on 24.05.2018 through Cheque to the seller are only mentioned in Sale Deed and transactions about remaining amount of Rs.4,20,000/- (Four Lakh Twenty Thousand Only) is left out in Sale Deed. After the Site is registered in her name, she got Khatha transferred in her name from BDA and after that ICICI Bank has kept all the original documents of her site in its possession as the loan amount of Rs.22,60,000/- (Twenty Two Lakh Sixty Thousand Only) is sanctioned to her on the mentioned site by ICICI Bank. Since 2018, she is paying the property tax of said site to BDA every year till now regularly and also paying the site Loan EMI amount of Rs.21,213/- (Twenty-One Thousand Two Hundred and Thirteen





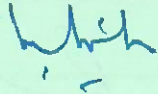
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Only) every month to ICICI Bank regularly (from May-2018 to till date) for the loan amount borrowed from the Bank. So, she had already paid EMI (Instalment) amount of Rs.18,36,688/-(Eighteen Lakh Thirty Six Thousand Six Hundred And Eighty Eight Only) to ICICI Bank till now, out of the site Loan amount of Rs.22,60,000/- (Twenty Two Lakh Sixty Thousand Only) borrowed from the Bank and she still needs to pay 109 EMIs (Instalment amount) of Rs.21,213/- (Twenty One Lakh Two Hundred And Thirteen Only) each (i.e., still she needs to pay a total of Rs.23,07,054/- (Twenty Three Lakh Seven Thousand and Fifty Four Only) to the Bank to clear the loan) and even after 7½ year of loan EMI payment, she still needs to pay outstanding loan amount of Rs.16,39,383/- (Sixteen Lakh Thirty Nine Thousand Three Hundred And Eighty Three Only) to the Bank.

5. Now, BDA has failed to deliver the site after acquiring the agriculture land from the farmers for the development of the layout (and assuring them BDA would compensate with 40% of developed land to farmers from whom agriculture land is acquired for the development of the layout) and after collecting the entire sale consideration from the direct allottees. Unable to construct the House, Troubled by Housing loan, fearing that Housing loan will be penalized for not constructing the House. BDA in its Lease Cum Agreement of Sale has cautioned the allottees to construct a house within 5 years. However, the project is not yet complete. It






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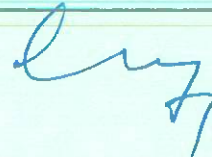
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lacks basic amenities like Water Supply, Electricity, Sewage System and accessible Roads. While BDA had acquired the agriculture land from farmers for the development of the layout, it had promised to the farmers that it would allot 40% of developed land as compensation for the acquired land. After BDA had acquired agriculture land from farmers, it took several years for BDA to allot the non-developed sites to the farmers and still the development (basic amenities) in those allotted non-developed sites is not complete yet.

6. While BDA allotted sites to the allottees, allottees were asked to make full payment towards the site or else BDA would forfeit the initial deposit. Any delay to pay BDA, would have penalty interest at 21% per annum. So, to avoid being penalized, losing money, allottees paid full site amount to BDA. They are hoping the project will be completed timely after BDA registered the project under RERA. However, BDA has defaulted several deadlines and she had been undergoing lot of agony while unable to construct the House in the absence of minimum basic amenities like Water, Electricity, Drainage, accessible Roads, etc.
7. Failure to complete the residential project at Nadaprabhu Kempegowda Layout (NPKL) by Promoter BDA and failed to give possession of the site to individuals. The project completion date was approved by RERA Karnataka under the old Application Acknowledgement No. PR/KN/170928/002004 till 31.12.2021.





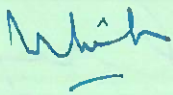
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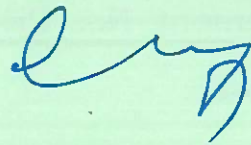
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registration no. PRM/KA/RERA/1251/310/PR/180518/001726 and the registration was valid till 31st March 2018 based on the Project End Date. BDA estimated the development works will be completed by 31st December 2021 in NPCL. The project schedule updated by BDA for completion was Earth work and other levelling preparation work: Start Date - 31st March 2018 and End Date - 31st December 2021 (Not completed). Electrification, water supply and sanitary finishing: Start Date - 31st March 2018 and End Date - 31st December 2021 (Not completed). Hence, this complaint.

8. After registration of the compliant, in pursuance of the notice the respondent has appeared before this Authority through its counsel, but not contested the matter by filing the statement of objections, producing documents etc. on its behalf.
9. The complainant in support of his claim has produced / uploaded documents such as copies of agreement of sale dated 07.04.2018, sale deed dated 24.05.2018 executed by Bettathimmaiah in favour of complainant Vijayalakshmi, payment receipts, allotment letter dated 24.10.2017, possession letter dated 31.10.2017, photographs, email communication, sale deed dated 28.10.2017 executed by BDA in favour of Bettathimmaiah and others, Khatha certificate dated 23.06.2018 and 23.06.2018, property tax receipt dated 29.04.2025, encumbrance certificate dated 01.03.2025, loan sanction letter dated 23.05.2018, account statement and Aadhar card.





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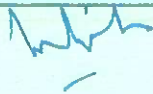
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10. The respondent has not produced any documents on its behalf.
11. Hearings of this matter were conducted on 03.12.2025,
~~05.01.2026 and 22.01.2026.~~
12. Heard Arguments.
13. **On the above averments, the following points would arise for our consideration: -**
 1. Whether the complainant is entitled for the reliefs claimed?
 2. What order?
14. **Our answer to the above points is as under: -**
 1. In the Affirmative.
 2. As per final order for the following.

REASONS

15. **Our answer to Point No.1:** - It is not in dispute that the complainant had purchased a site bearing no. 4469 on 5th Block of Sector L in the project "Formation of Nadaprabhu Kempegowda Layout" of the respondent under sale deed dated 24.05.2018 for a total sale consideration of Rs.24,60,000/- (Twenty-Four Lakh Sixty Thousand Only). It is equally undisputed that the respondent had failed to complete the project within the stipulated period and was unable to provide all the amenities as agreed and to handover possession of the site of the complainant within the contractual time frame. Consequently, the complainant was constrained to approach





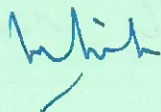
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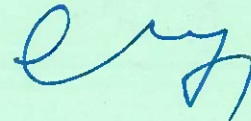
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this forum seeking relief of direction to the respondent to complete the amenities, pay interest on delay period and handover of possession of her site.

16. The sale deed 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. Herein, this case, the respondent has failed to complete the project in all aspects, not provided all the amenities as promised and there is a delay in handover of possession of site to the complainant.
17. As per section 14 of the Act, the promoters shall develop and complete the project in accordance with the sanctioned plans, layout plans and specifications as approved by the competent authorities. Here in this case, though the sale deed of the said site has been executed in favour of the complainant, the respondent has not handover possession of the same to her and not provided the amenities as agreed.
18. Mere execution of sale deed in favour of allottee is not sufficient without completion of the project by providing all amenities/facilities as agreed. Here in this case, it is not in dispute that the respondent had executed sale deed of said site in favour of one Bettathimmaiah and others on 28.10.2017 and the said Bettathimmaiah had executed the sale deed of the said site in favour of complainant on 24.05.2018. In fact, the respondent cannot compel the said Bettathimmaiah to come





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forward for registration of sale deed without completion of the project and providing basic amenities as agreed. According to the complainant, the said project is still incomplete as on this date in many aspects. In addition, mere completion of layout is not sufficient to arrive at a conclusion that it is a completed project. The completion must be with reference to the provisions of the Act. It is the bounden duty and obligation on the part of the promoters to complete the project in all respects and in accordance with contract between the parties.

19. In general, to have his own cozy house is everyone's dream. To fulfil that dream one would take risk of investing all his lifetime savings and raise loans in terms of lakhs or crores which would take away rest of his life in repaying the same. That being so, the developer who promises to fulfil dream of owning the house shall conduct himself in equally responsible manner. If he resorts to use the hard-earned money of investors in a reckless manner, it would not only shatter the dreams of investors, but also make him run from pillar to post by incurring heavy investment as well as legal expenses. Though the complainant had paid the entire sale consideration of the said site in the year 2018 itself, she is deprived of use and enjoyment of her site.
20. However, the respondent has failed to complete the project as promised and had executed the sale deed of the site. Having failed to discharge his duty and obligation as per the provisions of RERA Act, certainly entitles the complainant from claiming

which

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completion of the project in all aspects as agreed, interest on delay period and possession.

21. Mere handover of possession of open space to the allottee is of no use without providing basic facilities such as water and electricity connections, drainage, road and street lights etc. Without these facilities one cannot use and enjoy his property.
22. At this juncture, our attention is drawn towards the decision of the Hon'ble Supreme Court of India in Appeal No.6750-57/2021 M/s. New tech Promoters V/s. The state of Uttar Pradesh, it is held as under: -

Para No.22:- "If we take a conjoint reading of subsections (1), (2) and (3) of section 18 of the Act, the different contingencies spelt out therein, (A) the allottee can either seek refund of the amount by withdrawing from the project; (B) such refund could be made together with interest as may be prescribed; (C) in addition, can also claim compensation payable under sections 18(2) and 18(3) of the Act; (D) the allottee has the liberty, if he does not intend to withdraw from the project, will be required to be paid interest by the promoter for every months' delay in handing over possession at such rates as may be prescribed'.

23. The complainant has submitted her memo of calculation from 24.05.2018 to 21.12.2025 and claimed an amount of





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Rs.22,46,177/- (Twenty-Two Lakh Forty-Six Thousand One Hundred and Seventy-Seven Only). Having regard to all these aspects, this Authority concludes that the complainant is entitled for delay period interest from 24.05.2018 till date of completion of basic amenities.

24. Since there is neither objections nor rebutted to the MOC filed by the respondent, this Authority is of the view that, the MOC dated 24.05.2018 filed by the complainant shall be considered and proceeded for calculation of delay period interest.

S.NO	FROM DATE	TO DATE	NO. OF DAYS	MCLR RATE	INTEREST RATE	INTEREST
INTEREST CALCULATION FOR AMOUNT PAID TILL POSSESSION 28,80,000						
1	24-05-2018	24-06-2018	31	8.35	10.35 as on 01-05-2018	25,316
2	24-06-2018	24-07-2018	30	8.45	10.45 as on 01-06-2018	24,736
3	24-07-2018	24-08-2018	31	8.45	10.45 as on 01-07-2018	25,560
4	24-08-2018	24-09-2018	31	8.45	10.45 as on 01-08-2018	25,560
5	24-09-2018	24-10-2018	30	8.65	10.65 as on 01-09-2018	25,209
6	24-10-2018	24-11-2018	31	8.7	10.7 as on 01-10-2018	26,172
7	24-11-2018	24-12-2018	30	8.7	10.7 as on 01-11-2018	25,328
8	24-12-2018	24-01-2019	31	8.75	10.75 as on 10-12-2018	26,294
9	24-01-2019	24-02-2019	31	8.75	10.75 as on 10-01-2019	26,294
10	24-02-2019	24-03-2019	28	8.75	10.75 as on 10-02-2019	23,750
11	24-03-2019	24-04-2019	31	8.75	10.75 as on 10-03-2019	26,294
12	24-04-2019	24-05-2019	30	8.7	10.7 as on 10-04-2019	25,328

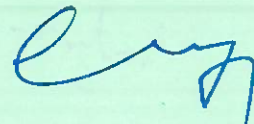
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13	24-05-2019	24-06-2019	31	8.65	10.65 as on 10-05-2019	26,050
14	24-06-2019	24-07-2019	30	8.65	10.65 as on 10-06-2019	25,209
15	24-07-2019	24-08-2019	31	8.6	10.6 as on 10-07-2019	25,927
16	24-08-2019	24-09-2019	31	8.45	10.45 as on 10-08-2019	25,560
17	24-09-2019	24-10-2019	30	8.35	10.35 as on 10-09-2019	24,499
18	24-10-2019	24-11-2019	31	8.25	10.25 as on 10-10-2019	25,071
19	24-11-2019	24-12-2019	30	8.2	10.2 as on 10-11-2019	24,144
20	24-12-2019	24-01-2020	31	8.2	10.2 as on 10-12-2019	24,949
21	24-01-2020	24-02-2020	31	8.2	10.2 as on 10-01-2020	24,949
22	24-02-2020	24-03-2020	29	8.15	10.15 as on 10-02-2020	23,225
23	24-03-2020	24-04-2020	31	8.05	10.05 as on 10-03-2020	24,582
24	24-04-2020	24-05-2020	30	7.7	9.7 as on 10-04-2020	22,961
25	24-05-2020	24-06-2020	31	7.55	9.55 as on 10-05-2020	23,359
26	24-06-2020	24-07-2020	30	7.3	9.3 as on 10-06-2020	22,014
27	24-07-2020	24-08-2020	31	7.3	9.3 as on 10-07-2020	22,748
28	24-08-2020	24-09-2020	31	7.3	9.3 as on 10-08-2020	22,748
29	24-09-2020	24-10-2020	30	7.3	9.3 as on 10-09-2020	22,014
30	24-10-2020	24-11-2020	31	7.3	9.3 as on 10-10-2020	22,748
31	24-11-2020	24-12-2020	30	7.3	9.3 as on 10-11-2020	22,014
32	24-12-2020	24-01-2021	31	7.3	9.3 as on 10-12-2020	22,748
33	24-01-2021	24-02-2021	31	7.3	9.3 as on 10-01-2021	22,748
34	24-02-2021	24-03-2021	28	7.3	9.3 as on 10-02-2021	20,546
35	24-03-2021	24-04-2021	31	7.3	9.3 as on 10-03-2021	22,748

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36	24-04-2021	24-05-2021	30	7.3	9.3 as on 10-04-2021	22,014
37	24-05-2021	24-06-2021	31	7.3	9.3 as on 15-05-2021	22,748
38	24-06-2021	24-07-2021	30	7.3	9.3 as on 15-06-2021	22,014
39	24-07-2021	24-08-2021	31	7.3	9.3 as on 15-07-2021	22,748
40	24-08-2021	24-09-2021	31	7.3	9.3 as on 15-08-2021	22,748
41	24-09-2021	24-10-2021	30	7.3	9.3 as on 15-09-2021	22,014
42	24-10-2021	24-11-2021	31	7.3	9.3 as on 15-10-2021	22,748
43	24-11-2021	24-12-2021	30	7.3	9.3 as on 15-11-2021	22,014
44	24-12-2021	24-01-2022	31	7.3	9.3 as on 15-12-2021	22,748
45	24-01-2022	24-02-2022	31	7.3	9.3 as on 15-01-2022	22,748
46	24-02-2022	24-03-2022	28	7.3	9.3 as on 15-02-2022	20,546
47	24-03-2022	24-04-2022	31	7.3	9.3 as on 15-03-2022	22,748
48	24-04-2022	24-05-2022	30	7.4	9.4 as on 15-04-2022	22,250
49	24-05-2022	24-06-2022	31	7.5	9.5 as on 15-05-2022	23,237
50	24-06-2022	24-07-2022	30	7.7	9.7 as on 15-06-2022	22,961
51	24-07-2022	24-08-2022	31	7.8	9.8 as on 15-07-2022	23,971
52	24-08-2022	24-09-2022	31	8	10.0 as on 15-08-2022	24,460
53	24-09-2022	24-10-2022	30	8	10.0 as on 15-09-2022	23,671
54	24-10-2022	24-11-2022	31	8.25	10.25 as on 15-10-2022	25,071
55	24-11-2022	24-12-2022	30	8.35	10.35 as on 15-11-2022	24,499
56	24-12-2022	24-01-2023	31	8.6	10.6 as on 15-12-2022	25,927
57	24-01-2023	24-02-2023	31	8.6	10.6 as on 15-01-2023	25,927
58	24-02-2023	24-03-2023	28	8.7	10.7 as on 15-02-2023	23,639

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59	24-03-2023	24-04-2023	31	8.7	10.7 as on 15-03-2023	26,172
60	24-04-2023	24-05-2023	30	8.7	10.7 as on 15-04-2023	25,328
61	24-05-2023	24-06-2023	31	8.7	10.7 as on 15-05-2023	26,172
62	24-06-2023	24-07-2023	30	8.7	10.7 as on 15-06-2023	25,328
63	24-07-2023	24-08-2023	31	8.75	10.75 as on 15-07-2023	26,294
64	24-08-2023	24-09-2023	31	8.75	10.75 as on 15-08-2023	26,294
65	24-09-2023	24-10-2023	30	8.75	10.75 as on 15-09-2023	25,446
66	24-10-2023	24-11-2023	31	8.75	10.75 as on 15-10-2023	26,294
67	24-11-2023	24-12-2023	30	8.75	10.75 as on 15-11-2023	25,446
68	24-12-2023	24-01-2024	31	8.85	10.85 as on 15-12-2023	26,539
69	24-01-2024	24-02-2024	31	8.85	10.85 as on 15-01-2024	26,539
70	24-02-2024	24-03-2024	29	8.85	10.85 as on 15-02-2024	24,827
71	24-03-2024	24-04-2024	31	8.85	10.85 as on 15-03-2024	26,539
72	24-04-2024	24-05-2024	30	8.85	10.85 as on 15-04-2024	25,683
73	24-05-2024	24-06-2024	31	8.85	10.85 as on 15-05-2024	26,539
74	24-06-2024	24-07-2024	30	8.95	10.95 as on 15-06-2024	25,919
75	24-07-2024	24-08-2024	31	9	11.0 as on 15-07-2024	26,906
76	24-08-2024	24-09-2024	31	9.1	11.1 as on 15-08-2024	27,150
77	24-09-2024	24-10-2024	30	9.1	11.1 as on 15-09-2024	26,275
78	24-10-2024	24-11-2024	31	9.1	11.1 as on 15-10-2024	27,150
79	24-11-2024	24-12-2024	30	9.1	11.1 as on 15-11-2024	26,275
80	24-12-2024	24-01-2025	31	9.1	11.1 as on 15-12-2024	27,150
81	24-01-2025	24-02-2025	31	9.1	11.1 as on 15-01-2025	27,150

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[Signature]

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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

82	24-02-2025	24-03-2025	28	9.1	11.1 as on 15-02-2025	24,523
83	24-03-2025	24-04-2025	31	9.1	11.1 as on 15-03-2025	27,150
84	24-04-2025	24-05-2025	30	9.1	11.1 as on 15-04-2025	26,275
85	24-05-2025	24-06-2025	31	9.1	11.1 as on 15-05-2025	27,150
86	24-06-2025	24-07-2025	30	9.1	11.1 as on 15-06-2025	26,275
87	24-07-2025	24-08-2025	31	8.9	10.9 as on 15-07-2025	26,661
88	24-08-2025	24-09-2025	31	8.85	10.85 as on 15-08-2025	26,539
89	24-09-2025	24-10-2025	30	8.85	10.85 as on 15-09-2025	25,683
90	24-10-2025	24-11-2025	31	8.85	10.85 as on 15-10-2025	26,539
91	24-11-2025	21-12-2025	27	8.85	10.85 as on 15-10-2025	23,114
					TOTAL DELAYED INTEREST as on 21/12/2025	22,46,177

25. Considering all these facts and circumstances of the cases herein, we are of the considered view that the complainant is entitled for the reliefs claimed.

26. In response to the notice the respondent has appeared before this Authority through its counsel. However, the respondent has not contested the matter by filing statement of objection, producing documents on their behalf etc. So, nothing is forthcoming from respondent nor rebutted to any of these allegations. When specific allegations are made and remain unrebutted, adverse inference is liable to be drawn. The absence of rebuttal, coupled with documentary material and multiple

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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

similar complaints, clearly establishes the primary responsibility that the delay in completion and non-provision of amenities is attributable to the respondent-Developer.

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

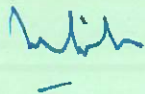
28. The final order in the present complaint could not be passed within the stipulated period as prescribed under section 29(4) of the Real Estate (Regulation and Development) Act of 2016 due to multiple adjournments sought by advocates / parties and other procedural reasons.

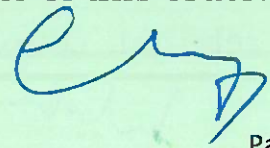
29. **Our answer to point No.2:-**In view of the above discussion, this complaint deserves to be allowed. Accordingly, we proceed to pass the following:-

ORDER

In exercise of the powers conferred under Section 31 of the Real Estate (Regulation and Development) Act, 2016, the complaint bearing **No.01310/2025** is hereby allowed as under: -

1. The respondent is hereby directed to complete the project "Formation of Nadaprabhu Kempegowda Layout" situated at Survey No. 18/2 Kengeri Hobli. Bengaluru South, Bengaluru Urban, by providing entire amenities as promised and to handover possession of site no.4469 in the said project to the complainant within 60 days from the date of this order.





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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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2. The respondent is hereby directed to pay a sum of Rs.22,46,177/- (Twenty-Two Lakh Forty-Six Thousand One Hundred and Seventy Seven Only) to the Complainant towards interest on delay period calculated at SBI MCLR+2% from 24/05/2018 till 21/12/2025 within 60 days from the date of this order.
3. Further, the interest from 22/12/2025 till the date of completion of basic amenities will be calculated likewise and paid to the Complainants.
4. The complainant is liberty to enforce this order in accordance with law, if the respondent fails to comply with the same.

No order as to cost.


(G.R.REDDY)
MEMBER
K-RERA


(RAKESH SINGH)
CHAIRMAN
K- RERA

