

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

**PROCEEDING OF THE AUTHORITY BEFORE FULL BENCH
DATED THIS 05th MAY 2026**

PRESENT:

SHRI RAKESH SINGH, HON'BLE CHAIRMAN
SHRI.G.R.REDDY, HON'BLE MEMBER
COMPLIANT NO.001244/2024

COMPLAINANT....	MRS. RITA KANTILAL RUPARELIA 16 Parshwanath Apartment, 19 Saraswati Soc, Paldi, Ahmedabad, Gujarat 380007. (Rep Hanumesh H.N and other - Advocates)
	V/s
RESPONDENT....	MANTRI DEVELOPERS PRIVATE LIMITED Mantri House, No.41, Vittal Mallya Road, Bengaluru Urban-560001. (Rep by Harsha D Joshi & others - Advocates)
PROJECT NAME:	MANTRI WEBCITY3C
REGISTRATION NO:	PRM/KA/RERA/1251/310/PR/171015/ 000550

JUDGMENT

1. The complaint is filed on 26.11.2024 under section 31 of Real Estate (Regulation and Development) Act, 2016 against the project "**Mantri Webcity3C**", developed by the Respondent/Promoter "**MANTRI DEVELOPERS PRIVATE LIMITED**" situated at Hennur Main Road, Near Southern Asian Bible College, Bengaluru South, Bengaluru Urban.

hbt

[Signature]

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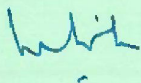
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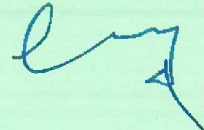
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2. The Complainant sought for the relief of directing the Respondent for Allotment of Booked flat/ refund the paid amount with interest and appreciation.
3. This project has been registered with RERA Vide Registration PRM/KA/RERA/1251/310/PR/171015/000550. Valid till 30.06.2020 Covid Extension 30.03.2021, Section 6 Extension 30.03.2022.

Brief facts of the complaint are as under

4. The Complainant had booked a Flat bearing No.Q-1002 on 21.01.2024 in the project "**Mantri Webcity3C**", developed by the Respondent/Promoter "**MANTRI DEVELOPERS PRIVATE LIMITED**" situated at Hennur Main Road, Near Southern Asian Bible College, Bengaluru South, Bengaluru Urban.
5. The Agreement of Sale was executed by the Respondent on 08.03.2024 for the total Sale Consideration of Rs.1,17,54,420/- (Rupees One Crore Seventeen Lakhs Fifty Four Thousand Four Hundred and Twenty Only) to sale undivided share mentioned in Schedule A. It is also stated that the Respondent has received advance of Rs.26,88,300/- (Rupees Twenty Six Lakhs Eighty Eight Thousand Three Hundred Only).
6. The Complainant has shown readiness to pay the remaining amount but the Respondent has not executed the Sale Deed and Registration of the Flat after multiple follow ups over email, phone calls and face to face meeting. Mantri Team kept on giving excuses and false commitments but never gave the actual Sale Deed. The Complainant gave an option for Allotment of Flat and Registration/sought for refund of the amount paid, but the Respondent is not responding to those mails. Hence, this complaint.





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7. The Complainant has produced the documents such as copy of Agreement of Sale, payment receipt and E-Mails.
8. After registration of the complaint, in pursuance of the notice the Respondents have appeared before this Authority through the counsel. The Respondents contested the matter.
9. This matter was heard on 27.03.2025, 16.06.2025, 02.07.2025, 11.07.2025, 31.07. 2025 and 11.08.2025.
10. Heard arguments.
11. **On the above averments, the following points would arise for our consideration:-**
 - 1) Whether the Complainant is entitled for the relief claimed?
 - 2) What order?
12. **Our answer to the above points are as under:-**
 - 1) In the Affirmative.
 - 2) As per the final order for the following.

REASON

13. **Finding on point no.1:-** The contention of the Complainant is that she had booked a Flat bearing No.Q-1002 on 21.01.2024 in the project "**Mantri Webcity3C**", developed by the Respondent/Promoter **MANTRI DEVELOPERS PRIVATE LIMITED** situated at Hennur Main Road, Near Southern Asian Bible College, Bengaluru South, Bengaluru Urban.
14. The Agreement of Sale was executed by the Respondent on 08.03.2024 for the total Sale Consideration of Rs.1,17,54,420/- (Rupees One Crore Seventeen Lakhs Fifty Four Thousand Four Hundred and Twenty Only) to sale undivided share mentioned in Schedule-A1. It is also stated that the

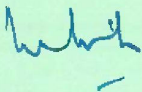
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Respondent has received advance of Rs.26,88,300/- (Rupees Twenty Six Lakhs Eighty Eight Thousand Three Hundred Only).

15. The Complainant has shown readiness to pay the remaining amount but the Respondent has not executed the Sale Deed and Registration of the Flat after multiple follow ups over email, phone calls and face to face meeting. Mantri Team kept on giving excuses and false commitments but never gave the actual Sale Deed. The Complainant gave an option for Allotment of Flat and Registration/refund of the amount paid, but the Respondent is not responding to those mails.
16. The Respondent admitted the Agreements and purchase of Flat for valuable consideration and payment of advance as per the Agreements. Further, the Respondent agreed to execute the Sale Deed and registration of the flat, but has failed to execute the register Sale Deed. The Respondent kept on postponing the execution of Sale Deed giving excuses and false commitments.
17. Therefore the Respondent is directly responsible to perform the Contract by Allotment of the Flat and registering the same in the name of the Complainant. The Respondent is liable to indemnify the loss caused to the complainant for delay in executing Sale Deed, Under Section 18 of RERA Act 2016.
18. In the citation Manoj Kawatra and another V/s Pioneer Urban Land & Infrastructure Ltd. (NCDRC, 2021) - it is observed and rejected Developer's Force Majeure prolonged possession delay; such claim without concrete proof or delaying tactics; buyers cannot be compelled to wait indefinitely. The observations made in the decisions cited by the Complainants are aptly applicable to the case on hand.




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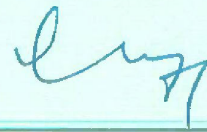
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19. The Complainant has submitted that he is ready and willing to perform their part of Contract. Hence, Agreement of Sale between the parties deserves to be enforced according to the provisions of RERA act. The Specific Relief Act also provide for enforcing the valid Agreement as per the covenants entered into between the parties. The 2018 amendment made the specific performance mandatory rather than discretionary, forcing parties to fulfil contractual obligations. For the foregoing reasons it is to be concluded that the Complainant is entitled to the Allotment of the Flat as agreed and Respondent is having obligation under section 17 of RERA Act to execute the Sale Deed, in accordance with the final order.
20. The purport and object of RERA Act is to develop and promote Real Estate Sector and at the same time to safe guard the interest of purchasers. The Act gives protection to homebuyer and enhanced transparency and "Accountability" in Real Estate transactions and ensures efficient project execution as per plan and dispute resolution.
21. Having regard to all these aspects and the cogent evidence placed on record it would be just and appropriate to direct the Respondent/Promoter to execute the Sale Deed in favour of the Complainant as per the provision of RERA Act, Rules and Regulations.
22. 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. Accordingly, the point No.1 is answered in the Affirmative.





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23. **Finding on point no.2:-** In view of the above discussion, this complaint deserves to be allowed. Hence, we proceed to pass the following order.

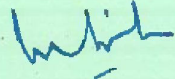
ORDER

In exercise of the powers conferred under section 31 of the Real Estate (Regulation and Development) Act, 2016, the Complaint bearing No.01244/2024 is hereby allowed as under:

- 1) The Respondent is hereby directed to execute the Registered Sale Deed and hand over the possession of the Flat bearing No.Q-1002 in the project "Mantri Webcity3C" in accordance with the terms of Agreement for Sale dated 08/03/2024 to the Complainant within 60 days from the date of this order.
- 2) The Complainant is at liberty to initiate action in accordance with law, if the Respondent fails to comply with this order.

No order as to costs.


(G.R.REDDY)
MEMBER
K-RERA


(RAKESH SINGH)
CHAIRMAN
K-RERA