

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 BENCH 5

PRESIDED BY SHRI G.R. REDDY, HON'BLE MEMBER

Dated 1st July 2026

COMPLAINT NO: CMP/00302/2025

COMPLAINANT...

**Anil Kumar Kurra
Villa No340, Phase 2,
Adarsh Palm Acres,
Jala Hobli, Vidhya Nagar Cross,
Huttanahalli,
Bangalore-562157.
STATE: KARNATAKA.**

**(M/s Legal Whisper, Advocates and
Solicitors)**

V/s

RESPONDENT.....

**M/s Adarsh Nivas Pvt. Ltd.,
No. 10, Vittal Mallya Road,
Bangalore-560001.
(Pankaj Law Associates)**

*** * * * ***

JUDGEMENT

1. This complaint is filed under section 31 of the RERA Act against the project "Adarsh Palm Acres Phase-2" developed by M/s. Adarsh Nivas Pvt Ltd., for the relief of direction to the respondent to complete the project, register the sale deed, handover possession and pay interest on delay period, .

2. This project has been registered with RERA vide registration No. PRM/KA/RERA/1251/309/PR/170915/000418 valid till 30-11-2020.

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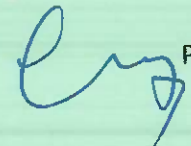
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3. This project is situated at, Adarsh Palm Acres Phase 2, Part-B, Huttanahalli, Vidyanagar Cross, Jala Hobli, Bengaluru North, Bangalore Urban.

Brief facts of the complaint are as under:-

4. The complainant had booked a villa bearing No. 393 in the project of the respondent namely "Adarsh palm Acres Phase 2-Part B" and entered into an agreement of sale on 12-09-2022 for a total sale consideration of Rs.4,08,60,415/-(Rupees Four Crores Eight Lakhs Sixty Thousand Four Hundred and Forty One only). At the time of entering into an agreement of sale, the complainant had paid a sum of Rs.3,82,34,296/-(Rupees Three Crores Eighty Two Lakhs Thirty Four Thousand Two Hundred and Ninety Six only) to the respondent. The respondent was supposed to handover the flat to the complainant on or before August 2023 as per said agreement of sale. The complainant had come to know that the project work was delayed. After multiple follow ups also the complainant has not got any reply from the respondent. Even after 2 years the respondents neither registers the said flat to the complainant nor refunds the compensation. Then complainant had requested to this Hon'ble Authority to direct the respondent to pay the interest on delay period, completion of the pending work, handover the said villa to the complainant and execute the sale deed in favour of the complainant. Hence, this complaint.

5. After registration of the complaint, this Authority had issued notice to both the parties to appear before this Authority. In pursuance of the notices, the complainant had appeared before the



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Authority and filed a memo of calculation and copies of agreement of sale, payment receipts and email communication between both the parties herein. The respondent has appeared before the Authority through its counsel and filed statement of objections as under.

6. He has denied each and every allegation made against him by the complainant as false. According to him this complaint is not maintainable either in law or on fact as such is liable to be dismissed in limine. The respondent had agreed that the complainant had booked a villa bearing no. 393, measuring 4740 sq. ft of build up area in the project known as 'Adharsh Palm Acres Phase II' developed by the respondent and have signed an agreement of sale on 12-09-2022 for total sale consideration of Rs.4,00,07,215/-(Rupees Four Crore Seven Thousand Two Hundred and Fifteen only) excluding additional charges. The respondent had submitted that he has obtained all relevant and necessary NOC's from the competent Authorities before launching the project. At the time of launching, the respondent had faced various hurdles such as lorry strike, shortage of labourers, adding to this there was world wide spread of pandemic Covid-19, where all the work came to stand still and the labourers back to their native and did not resume to work. The respondent submitted that the complainant also known the above genuine reasons for delay in the completion work. According to him the complainant has taken too much time to sign the agreement of sale. The respondent had received the Occupancy Certificate on 21-08-2024 and immediately it is informed to all the buyers through an email on 29-08-2024 calling upon them to make the balance payment. The respondent has submitted that the complainant has not paid the payment as mentioned in the agreement of sale. Further, the complainant had sent an email and requested that to remove the

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internal wall. The respondent had stated that there is a procedure followed by the registering authority for E-Khatha and he will obtain E-Khatha before proceeding to register the sale deeds. Hence, the respondent had requested to dismiss the complaint.

7. The complainant had filed his written submission and requested to add in the complaint and submitted that he himself made several attempts requesting the handing over of the property and also requested for the compensation for the delay and reimbursement of the rent. The respondent vide e-mail dated 21-07-2024 admitted the delay in handing over of the completion and possession and also undertook to pay the delay compensation. The respondent had not only failed to adhere to the same, but also started demanding the further payment to the complainant. In the meanwhile, the complainant found a ready villa for lease in the same project and entered into a fresh lease on 01-11-2024 on monthly rent of Rs.75,000/- as mentioned in the said lease deed and he is in lawful possession of aforesaid property as per the lease deed dated 01-11-2024. The aggrieved by the actions of the respondent, the complainant had to approach this Hon'ble Adjudicating officer, RERA with a complaint for compensation for mental agony and refund of rents paid in his previous complaint no.1068/2024.

8. In the meanwhile, the complainant has been requesting to the respondent to complete the project and hand over the villa through email on 11-07-2025 and the respondent has replied that the property is ready for handing over, but later the complainant came

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to know that the same is not concluded. The respondent had submitted the memo along with collection report, interest calculation sheet and email on 07-10-2025 to all customers in the project including this complainant to call for registration process of the said villa no.393.

9. The complainant replied on 24-02-2026 to the memo filed by the respondent dated 07-02-2026. The complainant had raised the objection that the payment details filed by the respondent are false and he had filed the memo of calculation as per the payment receipts.

10. The respondent has furnished the copies of RERA Certificate and RERA Extension Certificate of u/s 6 and Extension Certificate of u/s 7, email dated 29-08-2024 for receipt of Occupancy, Occupancy Certificate dated 21-08-2024, statement of accounts and E-mail dated 26-02-2025.

11. This matter is heard on 04-08-2025, 10-09-2025, 19-11-2025, 07-01-2026 & 24-02-2026.

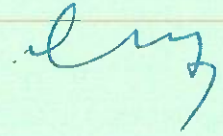
12. **On the above averments, the following points would arise for my consideration: -**

1. Whether the complainant is entitled for the reliefs claimed?
2. What order?

13. **My answer to the above points are as under:-**

1. In the Affirmative.
2. As per final order for the following.

REASONS



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14. **My answer to Point No.1:-** It is not in dispute that the complainant had booked a villa bearing no.393 in the project "Adarsh Palm Acres Phase-II" of the respondent under agreement of sale dated 12-09-2022 and paid substantial sale consideration of Rs.3,82,34,296/- (Three Crores Eighty Two Lakhs Thirty Four Thousand Two Hundred and Ninety Six only) to the respondent on the various dates out of total sale consideration of Rs.4,08,60,415/- (Four Crores Eight Lakhs Sixty Thousand Four Hundred and Fifteen only). It is also equally undisputed that the respondent was supposed to complete the project and to handover said villa of the complainant on or before 31-08-2023. However, the respondent had not come forward to register the sale deed of the property of the complainant. Consequently, the complainant was constrained to approach this forum seeking relief of direction to the respondent for completion of project with all amenities as agreed, to register the sale deed, handover of possession and interest on delay period.

15. 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. Herein, this case, the respondent had failed to complete the project in all aspects and not registered the sale deed of the said villa in favour of complainant till date.

16. 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

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authorities. Here in this case, though the respondent had executed agreement of sale dated 12.09.2022 of the said villa in favour of the complainant in the year 2022 itself, he had not completed the project, handover the possession and not executed the sale deed in favour of the complainant till date.

- a. Mere execution of agreement of sale in favour of allottee is not sufficient without completion of the project. Here in this case, it is not in dispute that the respondent had executed agreement of sale of the said villa of the complainant on 12.09.2022. According to the complainant, the said project is still incomplete as on this date in many aspects. 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.

17. 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. Further, the complainants claim that they have paid the substantial sale consideration to the respondent. Though the

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complainants had paid the substantial sale consideration of the said villa to the respondent in the year 2024 itself, they are deprived of use and enjoyment of their property.

18. Further, another contention of the complainants is that in the meanwhile, the complainant found a ready villa for lease in the same project and entered into a fresh lease on 01-11-2024 on monthly rent of Rs.75,000/- as mentioned in the said lease deed and he is in lawful possession of aforesaid property as per the lease deed dated 01-11-2024. In these regard, the complainants have not produced a single iota of evidence before this forum.

19. 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'.

MEMO OF CALCULATION

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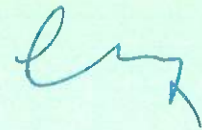
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20. Therefore, it is incumbent upon the respondent to pay interest on delay period which is determined as aforesaid. The respondent has not submitted his memo of calculation. Having regard to all these aspects, this Authority concludes that the complainant is entitled for interest on delay period on the amount paid by him till date as mentioned in agreement of sale dated 12.09.2022 which is an amount of Rs.3,82,34,296/- (Three Crores Eighty Two Lakhs Thirty Four Thousand Two Hundred and Ninety Six only). The delay period interest shall be calculated from the contractual period i.e., from 31-08-2023 till handover of the possession of the villa.

21. Considering all these facts and circumstances of the case herein, I am of the considered view that it is just and proper to direct the respondent to complete the project with all amenities as promised, execute the sale deed of the said villa in favour of complainant, handover possession of the same and pay interest on delay period. Accordingly, the point raised above is answered in the Affirmative.

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.

23. **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: -



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ORDER

24. In exercise of the powers conferred under Section 31 of the Real Estate (Regulation and Development) Act, 2016, the complaint bearing No. **CMP/00302/2025** is hereby allowed.

1. The respondent is hereby directed to complete the project '**Adarsh Palm Acres Phase-2 Part B**' situated at Adarsh Palm Acres Phase 2, Part-B, Huttanahalli, Vidyanagar Cross, Jala Hobli, Bengaluru North, Bangalore Urban with all the amenities as promised within 60 days from the date of this order.

2. Further, the respondent is directed to execute the sale deed of villa no.393 in the aforesaid project in favour of complainants after receipt of balance sale consideration if any and to handover possession of the same within 60 days from the date of this order.

3. Further, the respondent is directed to pay a sum of **Rs. 79,83,758/- (Rupees Seventy Nine Lakhs Eighty Three Thousand Seven Hundred and Fifty Eight only)** towards delay period interest as on 19/11/2025 to the complainant calculated at MCLR + 2% from 31/08/2023 till 19/11/2025 within 60 days from the date of this order.

4. Further, the interest due from 20/11/2025 up to the date of final payment will be calculated as per MCLR + 2% till handing over the possession.



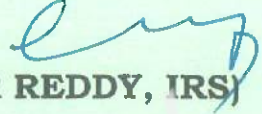
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5. The complainant is at liberty to initiate action for recovery/compliance of this order in accordance with law if the respondent fails to comply with the same.

No order as to costs.


(G R REDDY, IRS)
Member, K-RERA

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