

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-4**

**PRESIDED BY SHRI. H.C. KISHORE CHANDRA, HON'BLE CHAIRMAN**

**DATED 27<sup>th</sup> DAY OF NOVEMBER 2023**

**COMPLAINT NO.CMP/220922/0010039**

**COMPLAINANTS:**

ROBIN GHOSE &  
POOJA GHOSE  
NO; 202, PEACE HAVEN  
APARTMENTS  
LANGFORD ROAD  
RICHMOND TOWN  
BENGALURU URBAN-560025

(BY SRI. G. SRIDHAR  
ADVOCATE)

v/s

**RESPONDENT...**

M/S BUOYANT TECHNOLOGY  
CONSTELLATIONS PRIVATE  
LIMITED  
FORMERLY KNOWN AS  
M/S MANTRI TECHNOLOGY  
CONSTELLATIONS PRIVATE  
LIMITED, MANTRI HOUSE  
#41, VITTAL MALLYA ROAD  
BENGALURU URBAN-560001

(BY SRI. SUNIL P. PRASAD  
ADVOCATE)

**PROJECT NAME &  
REGISTRATION NO.**

MANTRI MANYATA LITHOS  
PRM/KA/RERA/1251/309  
PR/171201/000444

Asst

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**JUDGEMENT**

This complainant is filed under section 31 of the RERA Act against the project "MANTRI MANYATA LITHOS" developed by "M/s BUOYANT TECHNOLOGY CONSTELLATIONS PRIVATE LIMITED (FORMERLY KNOWN AS MANTRI TECHNOLOGY CONSTELLATIONS PRIVATE LIMITED)" for the relief of directions to the respondent to execute registered sale deed and to hand over possession.

2. This project is situated at Sy.Nos: 35/2, 34/3, 34/2, 34/1, 33/2, 33/1, 32/1, 32/2, 32/3, 31/5, 30/3, 29/1, 42/2, 43/3, 43/2 and 43/1, Rachenahalli, K.R. Puram Hobli, Bengaluru East Taluk.

**3. Brief facts of the complaint are as under:**

The complainants have booked residential flat bearing D-901 situated on 9<sup>th</sup> floor, Block-D in the project known as "MANTRI MANYATA LITHOS" of the respondent by entering into an agreement for sale and construction agreement both dated 19/5/2014 for a total sale consideration of Rs.1,49,57,390/- (Rs. One crore forty nine lakhs fifty seven thousand three hundred ninety only) inclusive of two additional car parking. The complainants have paid an amount of Rs.12,45,145/- on 13/5/2014, Rs.9,77,549/- on 25/5/2014, Rs.22,452/- on 25/5/2014, Rs.21,03,606/- on 14/01/2015, Rs.21,249/- on 18/3/2015, Rs.12,32,693/- on 4/5/2015, Rs.12,36,442/- on 25/9/2015, Rs.12,36,442/- on 20/11/2015, Rs.12,37,585/- on 28/1/2016, Rs.12,37,585/- on 17/3/2016 and Rs.12,38,728/- on 27/7/2016 altogether Rs.1,17,89,476/- (Rs. One crore seventeen lakhs eighty nine thousand four hundred seventy six only) to the respondent which has been duly acknowledged by him. The complainants have also



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availed loan from Central Bank of India vide tripartite agreement dated 6/1/2015. The respondent has also participated in the tripartite agreement dated 6/1/2015 for grant of housing loan by Central Bank of India. The respondent was required to hand over the possession of the said flat to the complainants within 31/7/2017. Despite several reminders, there was no response from the respondent. Therefore, the complainants have filed a complaint before this Hon'ble Court in CMP/181218/0001776 which came to be allowed on 6/6/2019 and relief of delay compensation was granted. It is contended that the respondent has now obtained occupancy certificate and has failed to execute and register the sale deed and hand over possession by completing all amenities. Therefore, the complainants have approached this forum for a directions to the respondent to execute registered sale deed in favour of the complainants and to hand over possession of the said apartment to the complainants. Hence, this complaint.

5. After registration of the complaint, in pursuance of the notice, the learned counsel for the respondent appeared before this Authority and filed statement of objections as under:

The respondent has denied all the allegations made against it by the complainants as false. It is contended that the complainants have sought for a direction against the respondent to execute registered sale deed in favour of the complainants by setting of a sum of Rs.25,17,490/- towards the balance sale consideration from the compensation of Rs.62,36,229.29/- payable by the respondent to the complainants and to handover vacant possession of the apartment bearing no. D-901 in the project "MANTRI MANYATA LITHOS". Further,



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the complainants have sought for direction against the respondent to pay a sum of Rs.37,18,739/- being the balance amount after deducting a sum of Rs.25,17,490/- as balance sale consideration and to take over steps to initiate for taking over of the project floated by the respondent for completion with all amenities. At the outset, initially the complainants have filed an online complaint and subsequently have filed a detailed complaint physically with prayers not forthcoming in the online complaint. It is pertinent to note that, the complainants have not sought for any permission from this Hon'ble Authority seeking for an amendment of their relief. Without seeking permission of this Hon'ble Authority, the complainants have made changes in the reliefs sought for in physical complaint which is impermissible.

6. It is further contended that the project has been completed in all respects and the respondent has obtained the occupancy certificate as admitted by the complainants. The complainants despite being aware of the same and also being demanded by the respondent for making payment of the balance sale consideration, the complainants have not come forward to pay the balance sale consideration and get the unit registered in their names. However, without adhering to the request and demand made by the respondent, the complainants have filed this complaint though the respondents are ready and willing to execute the register the said unit bearing No.901, D-Block, 9<sup>th</sup> floor in the project known as "MANTRI MANYATA LITHOS". It is submitted that in the online complaint filed by the complainants, there is no prayer for setting off any amount but to the contrary in the physical copy, the complainants are claiming to set off the alleged compensation payable to the complainants as per the Order dated 6/6/2019 passed in

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CMP/181218/0001776. As such, the claim made in the physical copy of the complaint for setting up cannot be entertained, since the complainants had admitted in the online complaint that they are pursuing for delay compensation said to have been payable by the respondent no.1 in accordance with the order dated 6/6/2019 of this Authority. Such being the case and the same being an independent matter the complainants seek for setting of the said amount by filing another complaint before this Hon'ble Authority and such reliefs have also sought for without permission of this Hon'ble Authority.

7. It is contended further that the complainants have also sought for initiating appropriate steps for taking over of the project "MANTRI MANYATA LITHOS" floated by the respondent for completion with all amenities in accordance with Section 8 of the Act. The project was completed in all respects and there is no requirement for taking over of the project for any purpose and there has been no violation or contravention of the provisions of this Act or Rules by the respondent herein. Hence, prayed this Authority to dismiss the complaint.

8. The complainant in support of his claim has produced documents such as (1) copy of agreement of sale and construction dated 19/5/2014 (2) certified copy of the order dated 6/6/2019 passed in CMP/181218/0001776 by RERA (3) certified copy of the recovery certificate vide RERA/ADMIN/1776/2019-20 dated 28/10/2019

9. The respondent in support of his defence has not produced any documents.

10. Heard arguments on both the side. The complainant has filed rejoinder dated 11/8/2023 which is taken note of.



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11. This matter was heard on 14/12/2022, 16/01/2023, 14/2/2023, 15/3/2023, 18/4/2023, 14/6/2023, 3/7/2023, 10/7/2023, 17/7/2023, 11/8/2023, 4/9/2023, 29/09/2023 and on 13/10/2023.

12. 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?

13. Findings on the above points are as under:

- 1) In the Affirmative
- 2) As per final order for the following:

**FINDINGS**

14. **Findings on point no.1:** The complainants have approached this forum for the relief of direction to the respondent to execute registered sale deed in favour of them and to hand over possession. The grounds urged are that the complainants have booked a flat/unit bearing no. D-901 situated on 9<sup>th</sup> floor, Block-D in the project "MANTRI MANYATA LITHOS" of the respondent by entering into an agreement of sale and construction agreement both dated 19/5/2014. As per the said agreement, the respondent was required to hand over the possession of the said flat to the complainants within 31/07/2017. But the respondent has failed to execute registered sale deed and hand over possession of the said flat/unit to the complainants till date. It is



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contended that the respondent is not admitting the order passed in CMP/181218/0001776 by this Hon'ble Authority for delay in handing over the said unit. The respondent is avoiding the liability to pay damages of Rs.25,39,737/- as per the revenue recovery certificate dated 28<sup>th</sup> October 2019 and total delay compensation of Rs.75,03,597.96/- due till date.

15. Looking to the averments of agreement, parties herein have entered into an agreement of sale dated 19/5/2014. 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, it is quite necessary that it shall be free from any ambiguity and vagueness. As per terms of agreements of sale and construction agreement, the respondent was supposed to handover the possession of the said flat to the complainant by 31/7/2017. But the respondent has not executed the registered sale deed in favour of the complainants and handover possession of the said flat to the complainants till date.

16. The respondent has taken a contention that the complainants have sought for a direction against the respondent to execute a registered sale deed in favour the complainants by setting of a sum of Rs.25,17,490/- (Rs. Twenty five lakhs seventeen thousand four hundred ninety only) towards the balance sale consideration from the compensation of Rs.62,36,229/- payable by the respondent to the complainant and handover vacant possession of the flat/unit bearing no. D-901 in the project known as "MANTRI MANYATA LITHOS". Further, it is to be noted here that initially complainants have filed an online complaint and subsequently have filed a detailed complaint physically with prayers not forthcoming in the online complaint. The



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reliefs sought for in the physical complaint which is impermissible and the complainants cannot be permitted to seek additional prayers without seeking permission from this Hon'ble Authority. Further, the complainants are claiming to set off the alleged compensation payable to the complainants as per the Order dated 6/6/2019 passed in CMP/181218/0001776. When such being the case and the same being an independent matter, the complainants cannot seek for setting of the said amount by filing another complaint before this Authority and such reliefs have also sought for without permission of this Hon'ble Authority. The said project was completed in all respects and there is no requirement for taking over of the project of any purpose as claimed and the same cannot be initiated by the complainants along when the same is a group of housing project. There has been no violation or contravention of the provisions of this Act or rules by the respondent.

17. On perusal of the documents filed and submissions made before the Authority, it is apparent that the complainants have entered into agreements of sale and construction both dated 19/5/2014 and paid advance sale consideration of Rs.1,17,89,476/- (Rs. One crore seventeen lakhs eighty nine thousand four hundred seventy six only) out of total sale consideration of Rs1,43,57,390/- (Rs. One crore forty three lakhs fifty seven thousand three hundred ninety only) to the respondent which has been duly acknowledged by him. The respondent was supposed to complete the work and handover the possession of the said unit in favour of the complainants within 31/7/2017. But the respondent has not completed the work within the stipulated timeline and executed the sale deed of the said unit in favour of the complainants on 31/7/2017 and handed over possession on the same day. From this

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it is apparent that that the respondent has not completed the construction work as agreed. Having accepted the said amount and failure to keep up promise to hand over possession of the said unit and to register the sale deed, certainly entitles the complainants herein for the relief of execution of registered sale deed and handing over possession of the said unit to the complainants. It is pertinent to note that the respondent has obtained occupancy certificate on 27/10/2020. From the above it is crystal clear that it is just and appropriate to give directions to the respondent to execute registered sale deed in favour of the complainants and to handover possession of their unit no. D-901 in the project "MANTRI MANYATA LITHOS".

18. Having regards to all these aspects, the point raised above is answered in the Affirmative.

19. **Findings on point no.2:** In view of the above discussion, I am of the opinion that this complaint deserves to be allowed. Hence, I 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: CMP/220922/0010039 is hereby allowed.

1. The respondent is hereby directed to execute sale deed and hand over possession in respect of flat/unit No: D-901 situated on the ninth floor, D-Block in the project "MANTRI MANYATA LITHOS" in favour of the complainants upon receiving balance amount, if any, within 60 days from the date of this order.




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2. The complainants are at liberty to initiate action in accordance with law in case if the respondent fails to comply with order of this Authority.

No order as to costs.

  
(H.C. KISHORE CHANDRA)  
Chairman  
K-RERA

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