

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**

**Dated 16<sup>th</sup> DECEMBER, 2025**

**PRESIDED BY HON'BLE MEMBER G.R. REDDY**

**COMPLAINT NO: CMP/495/2025**

COMPLAINANTS

- : 1. Mr.Baishaki Das  
2. Mr.Kaushik Das

Both are residing at  
B410, VRP Stone Arch Apartments  
Byraveshwra Layout, Hennur Bande  
Hennur Main Road, Bangalore:43

(Mr.Abhijeet Sharma, Advocate)

RESPONDENTS /  
PROMOTERS

- : 1. M/s.Ozone Infra Developers  
Pvt Ltd., No.51/7-1, Rathna Avenue,  
Off Richmond Road, Civil Station  
Bangalore : 560 025

2. Mr:Vasudevan Sathyamoorthy  
No.38, Ulsoor Road  
Bangalore : 560 042

3. Mr.Sathya Moorthy Sai Prasad  
No.38, Ulsoor Road  
Bangalore : 560 042

(None represented)

PROJECT NAME & : **OZONE URBANA PRIME**  
REGISTRATION NO. PRM/KA/RERA/1251/309/PR/  
180217/002477

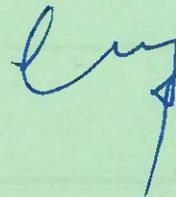
## **J U D G E M E N T**

This complaint is filed under Sec-18 of the Real Estate (Regulation and Development) Act, 2016 before this Authority against the project **OZONE URBANA PRIME**, developed by the Respondents praying for a direction to pay delay period interest and for other reliefs:

### **BRIEF FACTS OF THE COMPLAINT ARE AS UNDER:-**

1. As per the details furnished by the Complainants, the complainants have entered into an agreement of sale on 03.09.2018. The project completion date as per agreement was 30.06.2021. The Complainants have paid an amount of Rs.44,41,776/- (Rupees Forty four lakhs forty one thousand seven hundred seventy six only) to the respondents. Since there is delay of more than four years in handing over the apartment, the complainants have filed the above complaint before the Authority praying for delay period interest and for other reliefs.

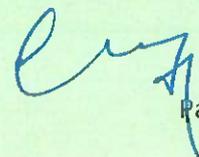
2. As per the information furnished by the Complainants, it is seen that the completion date is agreed as 30.06.2021. The promoter-respondent was required to complete the project and hand over possession of the apartment by 30.06.2021. In cases where the respondent-promoter has failed to complete or unable to handover the possession of the apartment to the allottees as per the agreed delivery date, the Complainant is entitled to file a



complaint before the authority seeking delay period interest and the complaint filed by the Complainants is admissible for relief in accordance with Section 18 of the Act.

3. After registration of the complaint, Notice was given to both the complainant and the respondents to attend the hearing. The hearing was conducted on 11.08.2025, 14.10.2025 and on 02.12.2025. During the course of hearing the Advocate for the Complainants was present and filed MOC along with supporting documents and served the same on respondents. Advocate for Respondents present without vakalath and prayed for time to file vakalath and statement of objections. In spite of availing sufficient opportunities, the Respondents did not file vakalath and statement of objections and again pleaded time during the hearing on 02.12.2025 to file objection and vakalath. Time was granted till 08.12.2025 to file objections. In spite of availing sufficient opportunities, the Respondents have not filed their statement of objection and objections to the MOC filed by the Complainants. Hence the MOC filed by the Complainants is taken on record for further consideration.

4. On a perusal of the memo of calculation for delay period interest submitted by the complainant before the authority, it is evident that complainants have paid an advance sale consideration amount and admittedly there is a delay in handing over the apartment as per the agreement. The Respondents have not communicated probable date of completion and handing over of the apartment. Hence the complainants are



entitled to delay period interest u/s 18 of the Act. The Respondents have not submitted any memo of calculation nor disputed the memo of calculation submitted by the Complainants in spite of availing sufficient time.

5. From the above averments, the following points would arise for my consideration:

- a) Whether the complainants are entitled for the relief claimed?
- b) What order?

6. My findings on the above points are as under:

- a) In the affirmative
- b) As per the final order

#### **FINDINGS ON THE ABOVE POINTS**

7. The Complainants have appeared before the Authority and filed MOC with supporting documents and served the same on the Respondents. The complainants in support of her claim has produced copies of Payment receipts and sale agreement. On the other hand the Respondents in spite of availing sufficient opportunities did not file objection statement to the main petition and objections to the MOC filed by the Complainant, hence placed ex-parte.

8. On a perusal of the memo of calculation for delay period interest submitted by the complainants before the authority, it is evident that complainants have paid advance sale consideration



amount and the same is acknowledged by the respondents. Admittedly there is a delay in handing over the apartment as per the agreement. Hence the complainants are entitled to delay period interest u/s 18 of the Act. The Promoter-Respondent has not submitted any memo of calculation nor disputed the memo of calculation submitted by the Complainants.

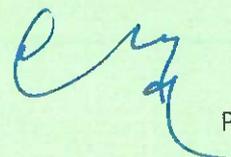
9. Accordingly, the **point (a)** raised above is answered in the affirmative.

10. **Findings on Point No.b:** In view of the above observations, I conclude that this complaint deserves to be allowed and accordingly, I proceed to pass the following:

### ORDER

1. In exercise of the powers conferred under Section 31 read with section 18 of the Real Estate (Regulation and Development) Act, 2016, the complaint bearing CMP/495/2025 is hereby allowed.

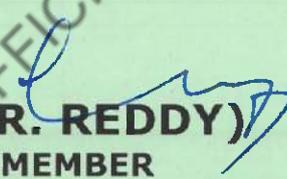
2. Respondents are directed to pay interest on delay period to the Complainants at the rate of SBI MCLR + 2 % from 30.06.2021 till the date of handing over possession along with occupancy certificate. The Respondents shall pay the interest for the delay period as arrived at by the Complainants amounting to Rs.19,87,871/- (Rupees Nineteen lakhs eighty seven thousand eight hundred seventy one only) within 60 days from the date of this order. The Respondents are also liable to pay delay period interest every month for the subsequent period



of delay and up to the date of completion of the project and handing over possession to the complainant with occupancy certificate.

3. Respondents are also directed to handover the possession of the apartment to the complainants at the earliest with all amenities as per agreement after obtaining occupancy certificate by receiving the balance sale consideration, if any, payable by the complainants and execute the registered sale deed in favour of the complainant at the earliest.

4. The Complainants are at liberty to initiate action in accordance with law if the respondents fails to comply as per the orders of the Authority.

  
**(G.R. REDDY)**  
**MEMBER**  
**FIFTH ADDITIONAL BENCH**  
**K-RERA**