

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 BENCH 4

PRESENT:

SHRI RAKESH SINGH, HON'BLE CHAIRMAN

DATED THIS 12th DECEMBER 2025

COMPLAINT NO.00632/2025

COMPLAINANTS.....

- 1. SOMASHEKAR HG &**
- 2. PRAKRUTI M**

#319 A 1st Floor, 11th A Main Road,
Classic paradise Layout Begur Road,
Bengaluru Urban- 560068.

(Rep.By Lochana S Babu & Mr.Ajay N
Advocates)

V/S

RESPONDENT.....

KAVITHA RAMREDDY

3rd Floor, 16 & 16/2, Reliaable
Pheonix Tower Museum Road,
Bengaluru Urban-560001.

(Rep.By Lochana S Babu & Mr.Ajay N
Advocates)

PROJECT NAME:

AQUATOWNN

REGISTRATION NO:

**PRM/KA/RERA/1251/310/PR/
160524/006877.**

JUDGEMENT

1. The Complaint is filed on 16.04.2025 under section 31 of Real Estate (Regulation and Development) Act, 2016 against Project "AQUATOWNN" situated at Sy.No.74/1, 74/2, 75/1, 75/2, 75/4A, 75/5, 75/6, 75/7, 75/12, 75/13, 75/14, Doddanagamangala Village, Bengaluru South, Bengaluru Urban, developed by the Respondent/Promoter Kavitha Ramreddy.

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2. The Complainants sought for the **relief** of directing the Respondent/Promoter to pay the EMI till the Katha is issued.

3. The Respondent Project has been registered under RERA. Vide registration No.PRM/KA/RERA/1251/310/PR/160524/006877.Valid till 15.04.2029.

The brief facts of the complaint are as under:

4. The Complainants in their complaint narrated that "The builder had promised to issue Katha within 60 days of Registration, it is almost 110 days, they still delaying the issuing of the Katha. The same has an impact on financial commitments, loan EMI, and Rent and extra burden on the Complainants and his family. Hence sought for payment of EMI for the delay made by the builder in issuance of Katha.

5. In support of the claim, the Complainants have produced Copies of Sale Deed, Payment Receipt.

6. Subsequently, after Registration of the complaint, this Authority had issued notices to both the parties to appear before this Authority. In pursuance of the notice, the Respondent has appeared before this Authority during the hearing, through the Representative/Council, but not filed Statement of objection.

7. This matter was heard on 07.07.2025, 22.07.2025, 12.08.2025, 02.09.2025, 23.09.2025, 06.10.2025 and 17.10.2025.

8. Heard arguments

9. On the above averments, the following point would arise for my consideration:-

- 1) Whether the Complainants are entitled for the relief claimed?
- 2) What order?

10. My answer to the above points are as under:

- 1) In the Affirmative.

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2) As per the final order for the following:

REASONS

- 11. Finding on point No.1:-** From the materials placed on record it is apparent that the Complainants purchased site bearing No.48, Situated at Doddanagamangala Village, Beguru Hobli, and Bengaluru Urban from the Respondent/Developer through Sale Deed dated 03.01.2025.
- 12.** The builder had promised to issue Katha within 60 days of Registration, it is almost 110 days, they still delaying the issuing of the Katha. The same has an impact on financial commitments, loan EMI, Rent and extra burden on the Complainants and his family. Hence sought for payment of EMI for the delay made by the builder in issuance of Katha.
- 13.** In the Sale Deed dated 03.01.2025, it is clearly covenanted, in Clause 12 that the purchaser is entitled to hold possession, own, enjoy and alienate the schedule B property absolutely, without any interference from the Vendor or any other person. In Clause 15 it is stated that the Vendor has this day put the purchaser in Vacant Possession of the Schedule B Property and the Purchaser here by acknowledges having taken delivery of the same.
- 14.** In Clause 13 of the Sale Deed dated 03.01.2025, the Purchaser is entitled to have the katha Changed in his name and the Vendor has no further claims or right in this regard. Therefore the allegation that the Respondent has to change the Katha to the name of Complainant and its responsibility is on the Developer only is not forthcoming in the terms and condition of the Sale deed. The Contract is binding on the Parties.
- 15.** However, the Complainants and Respondent entered into Indemnity Bond dated 06.01.2025 and it is agreed in Clause 3(iv) E-Katha will be transferred/mutated on the buyers name post registration of Sale Deed.

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Therefore, there is duty, cast upon the Respondent to facilitate transfer of Katha to the name of the Complainants.

16. In terms of contract both the Parties have to make process for transfer of Katha to the name of Complainants after registration of Sale Deed. That apart there is no Agreement for paying EMI by the Respondent. For newly constructed Apartments, the katha must be registered first by the builder and then transferred to the allottee's. While the developers handle the initial bulk Katha registration for the Property, it is the individual allottee's responsibility to complete the final transfer into their name.
17. As per Sec.17(1) of the RERA Act, the process of transfer of title would be completed on execution of a Registered Deed of Conveyance coupled with Occupancy Certificate issued by Competent Authority and transfer of Katha to the allottees.
18. The Hon'ble High Court of Karnataka in suo moto Writ Petition No.41517/2019 observed- that "taking judicial notice of the unauthorized/illegal constructions in the City of Bengaluru in hazardous manner, the said proceeding was initiated. In the said order the illegal constructions have been categorized into 2 types. The first category being of illegal constructions which are constructed without obtaining permission of the BBMP and the second category is of such structures which are in violation of sanctioned plan and permission. The Hon'ble High Court has taken note of the laches on the part of the BBMP, it became vigilant and insist the parties to produce Occupancy Certificate as and when they approached for change of khata. Therefore the duty cast on Promoter to provide necessary documents to the allottee for change of katha.
19. In the Judgment reported in Civil Appeal no.3581-3590 of 2020 at Para 23 between M/s Imperia Structures Limited Vs Anil Patni & Another by Hon'ble Supreme Court it is held that:

Writ

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"In terms of section 18 of the RERA Act, if a promoter fails to complete or is unable to give possession of an apartment duly completed by the date specified in the agreement, the promoter would be liable, on demand, to return the amount received by him in respect of that apartment if the allottee wishes to withdraw from the project. Such right of an allottee is specifically made "without prejudice to any other remedy available to him". The right so given to the allottee is unqualified and if availed, the money deposited by the allottee has to be refunded with interest at such rate as may be prescribed. The proviso of section 18(1) contemplates a situation where the allottee does not intend to withdraw from the project. In that case, he is entitled to and must be paid interest for every month of delay till the handing over of the possession. It is upto the allottee to proceed either under section 18(1) or under the provision of section 18(1). The case of Himanshu Giri came under the later category. The RERA Act thus definitely provides a remedy to an allottee who wishes to withdraw from the project or claim return on his investment."

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 home buyer and enhanced transparency and "Accountability" in Real Estate transactions and ensure efficient project execution as per plan and dispute resolution.
21. Having regard to all these aspects and the cogent evidence placed on records by the parties, it would be just and appropriate to allow the Complaint. Hence, point No.1 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.

With

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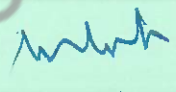
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23. My answer to the point no 2. In view of the above discussion, this complaint deserves to be allowed. Hence, I proceed to pass the following:

ORDER

In exercise of the powers conferred under section 31 of the Real Estate (Regulation and Development) Act 2016, the Complaint bearing No.00632/2025 is hereby by allowed.

- i) The Respondent is here by directed to facilitate and assist the Complainants in transfer of Katha to his name within 30 days from the date of this order.
 - ii) If the Respondent fails to do so, then liable to pay compensation as may be determined in due course by this Authority.
- No order as to costs.


(RAKESH SINGH)
Chairman
K-RERA