

BEFORE ADJUDICATING OFFICER RERA

BENGALURU, KARNATAKA

Complaint No. CMP/180127/0000425

Date: 10th OCTOBER 2018

Complainant : Milind Madhavrao Halyal
S2, Reliance mansions, B
BLK, 36-39, Hariram Aildas
Layout, Vijayanagar,
Bengaluru - 560040.

AND
Opponent : Unishire Belvedere Premia
M/s Unishire Skyscapes LLP.,
No. 36, Railway Parallel Road,
Kumara Park West,
Nehrunagar, Bengaluru -
560029.

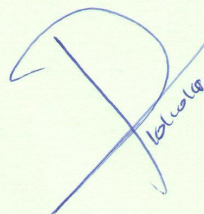
J U D G E M E N T

1. Milind Madhavrao Halyal, has filed this complaint under Section 31 of RERA Act against the project "Unishire Belvedere Premia" developed by M/s Unishire Skyscapes LLP, bearing Complaint no. CMP/180127/0000425. The facts of the complaint is as follows:

*"To, The Authorised Officer, RERA Karnataka,
Bangalore From, Mr. Milind Madhavrao Halyal Sir,
Subject: Complaint against M/s Unishire Skyscapes LLP
for breach of Agreement for Sale of Flat in Unishire
Belvedere Premia at Jakkur-Regarding- I booked a Flat*

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bearing No 1205 in Unishire Belvedere Premia, hereinafter referred to as ?Premia? situated at Jakkur, Bangalore North in the month of November 2015. The project ?Premia? was under construction when I had booked the flat and the work was going on. The developer M/s Unishire Skyscapes LLP, promised me that the apartment will be completed and handed over within 30 months from the date of commencement certificate of the project issued by the BBMP while sanctioning the plan. The Plan was sanctioned by the BBMP on 12th February 2014. Accordingly, I booked the flat hoping that I would be given possession of my flat in August 2016. I have paid maximum amount to the Developer as and when demanded. But builder failed to complete the construction and hand over the same to me. In fact, from October 2016, the construction work has also been stopped at the site. I have visited the site several times. I have called Unishire Managing Director Mr. Pratik Mehta several times but he never attended my calls. Also I have sent many e-mails expressing appointment for the meeting with him for which he never bothered to provide any appointment so far. I have sent emails requesting for start and handover dates of my flat for which he never replied. The employees of the Firm have been assigned to reply to the buyers, who are giving false promises without any commitment from the Management. The Firm has been shooting bland general emails once in a while blaming demonetization, RERA and GST for the delay. The mails from Unishire don't even give any assurances on when the project work will be resumed. The Managing Director and other office-bearers of the Firm have been avoiding meeting with the buyers. Despite all our efforts to meet them and to demand the completion and handing over of the project, the Firm has been delaying the same and has been sitting on my hard earned money. Many of the buyers have raised huge bank loans and are paying EMIs, draining our meagre resources and pushing us to the brink. I have invested my hard earned money in the said Premia flat hoping that I would get it as promised by the Developer. So far there is no commitment from the Developer about the completion and handover of the project in all respects. Hence, I request you to take suitable action against the Developer to ensure that the



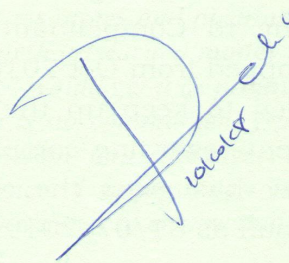
construction work begins immediately and I get my flat within a month. I also request you to order the developer for immediate payment of penalty at the rate of 18% interest on the total amount paid by me to the Developer. Penalty shall be paid from September 2016 till the date of possession of the flat as I am finding it very difficult to pay the EMI and rent towards my present accommodation. Yours Sincerely (Milind Madhavrao Halyal) Relief Sought from RERA: Penalty from September 2016"

2. Notice was issued to appear before Adjudicating Officer on 08/06/2018 and on that day the parties were present. The talks regarding compromise was failed. Finally the developer has filed his objections.
3. Hence Argument was heard. The Complainant sought the relief of delay compensation. As per the Sale Agreement the developer was expected to deliver the flat within maximum 3 years from the date of commencement certificate. The developer has received the commencement certificate on 12/02/2014. It means he was expected to complete the project on or before Feb 2017 but not yet completed the project. As per the Agreement the developer has to pay the delay compensation @ Rs. 5/- per Sq.ft.
4. The Agreement was taken place on 30/11/2015 which is binding upon both the parties. The developer has taken a strange contention that the Complainant has failed to make the payment on time. As per Section 19 of RERA Act both are having some duties and responsibilities. According to Complainant the construction work has been stopped from Oct 2016. It means the developer also has failed to keep up the clause as mentioned in the Agreement regarding completion of the project. Now the developer has given the completion date in the RERA application as 31/07/2019. As per Agreement the

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developer was expected to complete the project on or before Feb 2017. Therefore the developer is bound to pay the delay compensation as agreed by him. It means the delay compensation of Rs.5/- per sq.ft. from March 2017. The RERA came into force from May 2017 and therefore the quantum of compensation to determine as per section 18 of the RERA Act. Because of this delay, the complaint has been deprived of enjoyment of his property. Moreover the Developer is going to delivery the possession in the month of July 2019 means he has to wait for more days. When a aggrieved person asked to wait from the prescribed date, then his position to be replaced by awarding sufficient compensation. In view of the same, I hold that the quantum of the compensation of Rs.5/- per sq. ft. is little less and hence from commencement of RERA Act on wards the same may be enhanced to Rs.12/- per sq. ft..

5. Before passing the final order I would like to say that as per S.71 (2) of the Act, the complaints shall be disposed off within 60 days from the date of receipt of the same. This complaint was filed on 27/1/2018 but the project was approved on 16/5/2018. As per SOP the 60 days shall be computed from the date of appearance of parties. In this case the parties of this case have appeared on 8/6/2018. Thereafter the developer has failed to comply with Section 32(g) of the Act. Hence there is some delay in passing this order. Hence, I proceed to pass the following.



ORDER

The complaint filed by the complainant bearing no. CMP/180127/0000425 has been allowed by directed the developer to pay the delay compensation of Rs. 5/- per Sqft. on the super built up area for the month of March & April 2017 and Rs.12/- per sqft. from May 2017 to till the notice for possession is issued.

Intimate the parties regarding this order.

(Typed as per dictation Corrected, Verified and pronounced on 10/10/2018)

Adjudicating Officer