

ಕರ್ನಾಟಕ ರಿಯಲ್ ಎಸ್ಟೇಟ್ ನಿಯಂತ್ರಣ ಪ್ರಾಧಿಕಾರ, ಬೆಂಗಳೂರು

ఫిలిం నం: CMP/180218/0000490

ଦିନାଂକ: 25 ନେ ଅଗଷ୍ଟ 2018

**ఫీయాసుదారు : Santosh Heroorker, Vasavi Heroorker
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ವಿರುದ್ಧ

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“ବେଳୁ”

ಫಿಯಾರ್ದುದಾರರಾಜ್ Santosh Heroorker, Vasavi Heroorker ಇವರು
ಎದುರಿ ಡೆವಲಪರ್ ವಿರುದ್ಧ ಈ ಫಿಯಾರ್ದನ್ನು ರೇರಾ ಕಾಯ್ದು ಕಲಂ 31 ರಂತೆ
ಸಲ್ಲಿಸಿರುತ್ತಾರೆ. ಇದೇ ಡೆವಲಪರ್ ಅಭಿವೃದ್ಧಪಡಿಸುತ್ತಿರುವ Unishire Spacio,
ಇದರಲ್ಲಿ ಗ್ರಾಹಕನಾಗಿಯಾರೆ. ಅವರ ಫಿಯಾರ್ದು ಹೀಗೆ ಇರುತ್ತದೆ.

We have purchased a flat (C-402) at the above mentioned project, Unishire Spacio. The booking was done in May 2017 and the Sale Agreement was signed on 22nd May 2017, with a Delivery Date of Dec 2018. The construction of the project was at Snail's pace till early 2017. The construction has been completely stopped since about a year and we are not getting Satisfactory Response from the builder.

about the commencement of construction. Whenever we raise an issue, the builder only blames "Govt Regulations" like GST & RERA for not commencing the construction. We are wondering how could RERA be a block on construction activity. We have already paid nearly Rs.70 lakhs as the principal over the period of past 8 Months only to witness tremendous inconvenience, mental agony and mental harassment. Besides, Our calls & emails to the promoters of the builder regularly goes unanswered. Our objective of raising this complaint with Rera is to help us to secure our apartment purchase and ensure the builder Restarts the construction with 30 days from Now and on a fast track basis. If the Builder is NOT CONFIDENT of delivering this project, ideally it would be their moral obligation to refund all the buyers, the principal component along with the interest.

ఈ ఫియాఫ్ ను నోందాయిసికొండు ఎనురిగే నోటిస్ నీడలాయితు. దినాంక: 05/06/2018 రందు ఫియాఫ్ దుదార్థు కాబరు. నంతర డెవలపర్ మత్తు డెవలపర్ నడువు వివాదద బగ్గె మాత్రాడలు సాకష్టు సమయ తేగెదుకొండు అంతిమవాగి దినాంక: 14/08/2018 రందు ఇదవన్న కేళి తీపిఎగందు ఇదలాగిత్తు. ఫియాఫ్ దుదార్థు తమ్మ ఫియాఫ్ నీన్లు ఏను కేళుత్తారెందరే డెవలపర్ ఇవరు ప్రాజెక్టు అన్న ప్రారంభ మాడబేకు ఇల్లవే తన్న హణవన్న వాపాస్ కొడబేకేందు కేళుత్తారే. ఆదరే అవర స్థిర్యాఫ్ దుదార్థు ప్రకార డిసెంబర్ 2018 కే ప్రాజెక్టు ముక్కాయగోళిసువుదాగి మొత్త 6 తింగళు grace period ఇరువుదాగి హేళిద్దారే. అందరే డెవలపర్ ఏవరిగే ఈ ప్రాజెక్టు అన్న ముక్కాయగోళిసలు జూన్ 2019 ర వరేగే అవకాశార్థుత్తదే. ఆదరే వాద మండిసువ సందర్భదల్లి ఫియాఫ్ దుదార్థు ఏను హేళుత్తారుందరే ప్రాజెక్టు జాగదల్లి యావుదే కట్టడ ప్రారంభవాగిరువుదిల్ల, ఇదరిందాగి తమగే ఆంతకవాగిరుత్తదే ఎందు హేళుత్తారే. తాను ఈగాగలే 2017 ర సాలినల్లియే రూ.70,00,000/- రూగళన్న కొట్టిరుత్తేనే ఎందు హేళుత్తారే.

ఆధ్యరింద డెవలపర్ ఇవరు ప్రాజెక్టు అన్న ప్రారంభమాడలు మత్తు ముక్కాయగోళిసలు ప్రాధికారద ముందే Undertake మాడికోళ్ళువంతే కేళుత్తారే.



ಈ ಕೇಸಿನಲ್ಲಿ ಫಿರ್ಯಾದುದಾರರಿಗೆ ಈ ಪ್ರಕರಣವನ್ನು ಸಲ್ಲಿಸಲು ಕಾರಣವೇ ಉಂಟಾಗಿರುವುದಿಲ್ಲ. ಈಗಳೇ ಹೇಳಿದಂತೆ ಜೂನ್ 2019 ರ ವರೆಗೆ ಡೆವಲಪರ್ ಗೆ ಕಾಲಾವಕಾಶ ಇರುವುದರಿಂದ ಫಿರ್ಯಾದುದಾರರು ಸಲ್ಲಿಸಿರುವ ಈ ಫಿರ್ಯಾದು ನಿಲ್ಲತಕ್ಕಸದ್ದಿಲ್ಲ. ಡೆವಲಪರ್ ಇವರು ತಮ್ಮ ತಕರಾರಿನ ಪ್ರಾರ್ಥಾ ನಂ.9 ರಲ್ಲಿ ಹೀಗೆ ಹೇಳಿರುತ್ತಾರೆ.

The Respondent submits that as per the terms and conditions of the agreement, the respondent is required to deliver the possession of the apartment by December 2018 plus 6 months grace period subject to receiving the entire sale consideration and other levies payable by the complainant. Thus, the respondent has got time till end of June 2019 to deliver apartment in favour of the complainant. Under these circumstances, the complaint that is filed by the complainant is premature alleging inaction on the part of the respondent in completion of the project. As aforesaid the respondent after obtaining of statutory clearance has taken up construction activity and the construction is almost nearing completion.

ಅಂದರೆ ಜೂನ್ 2019 ರ ವರೆಗೆ ಅವರಿಗೆ ಪ್ರಾಜೆಕ್ಟ್ ಮುಕ್ತಾಯಗೊಳಿಸಲು ಅವಕಾಶವಿರುವುದರಿಂದ ಈಗಳೇ ತನ್ನ ಡೆವಲಪರ್ ಇವರು ಪ್ರಾಜೆಕ್ಟ್ ಅನ್ನು ಮುಕ್ತಾಯಗೊಳಿಸದೇ ತಮ್ಮ ಮಾಡಿದ್ದಾರೆ. ರೇರಾ ಕಾಯ್ದೆ ಉಲ್ಲಂಘನೆ ಮಾಡಿದ್ದಾರೆ ಎನ್ನಲು ಸಾಧ್ಯವಾಗುವುದಿಲ್ಲ. ಬಹಳವೇಚನೆ ಡೆವಲಪರ್ ಇವರು 2019 ರ ಒಳಗೆ ಪ್ರಾಜೆಕ್ಟ್ ಮುಕ್ತಾಯಗೊಳಿಸಬೇಕು. ಆದಕ್ಕೆ ತಪ್ಪಿದರೆ ರೇರಾ ಕಾಯ್ದೆ ಕಲಂ 18 ರ ಪ್ರಕಾರ ಫಿರ್ಯಾದುದಾರರು ಎಲ್ಲಾ ರೀತಿಯ ಪರಿಹಾರಕ್ಕೆ ಅರ್ಹರು ಎಂದು ಹೇಳಬಹುದು.

ಅಂತಿಮ ಆದೇಶ ಬರೆಯುವ ಮೊದಲು ಒಂದು ಮಾತು. ರೇರಾ ಕಾಯ್ದೆ ಕಲಂ 71(2) ಪ್ರಕಾರ ಫಿರ್ಯಾದುಗಳನ್ನು 60 ದಿನಗಳ ಒಳಗೆ ಇತ್ಯಾರ್ಥ ಪಡಿಸಬೇಕು. ಒಂದು ವೇಳೆ ಇತ್ಯಾರ್ಥ ಪಡಿಸಲು ಸಾಧ್ಯವಾಗದಿದ್ದರೆ ಅದಕ್ಕೆ ಪ್ರಾಧಿಕಾರವು ಕಾರಣಗಳನ್ನು ನೀಡಬೇಕಾಗುತ್ತದೆ. ಈ ಫಿರ್ಯಾದನ್ನು ದಿನಾಂಕ: 18/02/2018 ರಲ್ಲಿ ಸಲ್ಲಿಸಲಾಗಿದೆ. ಈ ಪ್ರಾಜೆಕ್ಟ್ ರೇರಾ ದಲ್ಲಿ ದಿನಾಂಕ: 16/05/2018 ರಂದು ಅನುಮೋದನೆಗೊಂಡಿರುತ್ತದೆ. ಅದಾದ ನಂತರ ಪ್ರಕಾರರಿಗೆ ನೋಟಿಸ್ ನೀಡಲಾಯಿತು.

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ನಿಖಳೆ

ಈ ಪ್ರಾಧಿಕಾರದ SOP ಪ್ರಕಾರ 60 ದಿನಗಳನ್ನು ಪ್ರಕಾರರು ಪ್ರಾಧಿಕಾರದ ಮುಂದೆ ಹಾಜರಾದ ದಿನದಿಂದ ಲೆಕ್ಕೆ ಹಾಕಬೇಕಾಗುತ್ತದೆ. ಈ ಪ್ರಕರಣದಲ್ಲಿ ಫಿಯಾರ್ಡುದಾರರು ದಿನಾಂಕ: 05/06/2018 ರಂದು ಹಾಜರಾಗಿದ್ದಾರೆ, ಆದರೆ ಡೆವಲಪರ್ ಇವರು ಹಾಜರಿರುವುದಿಲ್ಲ. ದಿನಾಂಕ: 08/06/2018 ರಂದು ಪ್ರಕಾರರು ಹಾಜರಾಗಿದ್ದಾರೆ. ನಂತರ ಪ್ರಕಾರರು ಪರಸ್ಪರ ಮಾತನಾಡಲು ವೇಳೆ ಕೇಳಿ ಅಂತಿಮವಾಗಿ ದಿನಾಂಕ: 14/08/2018 ರಂದು ತೀರ್ಥಿಗೆಂದು ತೆಗೆದುಕೊಳ್ಳಲಾಗಿದೆ. ಹಾಗಾಗಿ ಈ ಪ್ರಕರಣವನ್ನು ಕಾಲಮಾತಿಯಲ್ಲಿಯೇ ಇತ್ಯಧ್ರ್ವಪಡಿಸಲು ಆಗಿರುವುದಿಲ್ಲ. ಆದ್ದರಿಂದ ಈ ಕೆಳಕಂಡಂತೆ ಆದೇಶ:

ಆದೇಶ

ಮೇಲೆ	ಚರ್ಚೆಸಿದ	ಕಾರಣಗಳಾಗಿ	ಫಿಯಾರ್ಡು	ಸಂಖ್ಯೆ:
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CMP/180218/0000490 ನ್ನು ಮುಕ್ತಾಯಗೋಳಿಸಾಗಿದೆ

ಡೆವಲಪರ್ ಇವರು ಡಿಸೆಂಬರ್ 2018 ಕ್ಕೆ ಪ್ರಾಗ್ರೆಸ್ ಅನ್ನು ಮುಕ್ತಾಯಗೋಳಿಸುವುದು. ಒಂದು ವೇಳೆ ಯಾವುದೇ ಕಾರಣದಿಂದ ಮುಗಿಸಲು ಸಾಧ್ಯವಾಗದಿದ್ದರೆ grace period ಸೇರಿದಂತೆ ಜೂನ್ 2019 ಕ್ಕೆ ಮುಕ್ತಾಯಗೋಳಿಸಿ ಫಿಯಾರ್ಡುದಾರರಿಗೆ ಫಾಲ್ಗ್ರಾಟ್ ನ ಸ್ವಾಧೀನವನ್ನು ಕೊಡತಕ್ಕದ್ದು. ಒಂದು ವೇಳೆ ಉದು ಸಾಧ್ಯವಾಗದಿದ್ದಲ್ಲಿ ಜುಲೈ 2019 ರಿಂದ ಫಿಯಾರ್ಡುದಾರರಿಗೆ ರೇರಾ ಕಾಯೆ ಕೆಲಂ 18 ಮತ್ತು ನಿಯಮ 16 ರಂತೆ ಪರಿಹಾರವನ್ನು ಕೊಡಲು ಡೆವಲಪರ್ ಬಧ್ದರಿರುತ್ತಾರೆ.

ಫಿಯಾರ್ಡುದಾರರಿಗೆ ಮತ್ತು ನಾದುರಿದಾರರಿಗೆ ಈ ಆದೇಶದ ಬಗ್ಗೆ ಮಾಹಿತಿಕೊಡುವುದು.

[ಈ ತೀರ್ಥಿಗೆ ಬೆರಳಬ್ಬಗಾರರಿಗೆ ನೇರವಾಗಿ ಬೆರಳಬ್ಬ ಮಾಡುವ ಮೂಲಕ ದಿನಾಂಕ : 25.08.2018 ರಂದು ಪ್ರಕಟಿಸಲಾಗಿದೆ].

(ಕೆ. ಪ್ರಾಲಾಕ್ಷ್ಮೇಶ)
Adjudicating officer