

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**

**CMP/UR/210720/0008148**

**Dated: 22<sup>nd</sup> day of August 2022**

<b><u>Complainants</u></b>	<b>1. Diamond District Apartment Owners Welfare Association,</b> A society registered under the provisions of The Karnataka Societies Registration Act, 1960, Old Airport Road, Kodihalli, Diamond District, Bangalore 560 008. Represented by Mr. Arwind Modi, President.
	<b>2. Mr. Alexander Chandy,</b> Aged about 57 years, Son of K. C. Chandy, Owner of Flat No. 25
	<b>3. Mr. Ashok Kumar Rathi,</b> Aged about 49 years, Son of Suraj Ratan Rathi, Owner of Flat No. M 61
	<b>4. Mr. Vivian Pinto,</b> Aged about 60 years, Son of Late Norbert Pinto, Owner of Flat No. Q 02

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	<b>5. Mr. Hemachandra Kamath,</b> Aged about 83 years, Son of M. Venkatraya Kamath, Owner of Flat No. M 18
	<b>6. Mr. Pallav Mathur,</b> Aged about 51 years, Son of Late. Havendra Nath Mathur, Owner of Flat No. M 46
	<b>7. Mr. Jacob Mendonsa</b> Son of Maurice Mendonsa, Owner of Flat No. M 31,
	<b>8.Mr. Mohan Singh</b> Aged about 67 years, Son of late Attar Singh, Owner of Flat No. M 36
	<b>9. Mr. Om Prakash Khanna,</b> Aged about 82 years, Son of Late. G. R. Khanna, Owner of Flat No. M 45,
	<b>10. Ms. Usha Chablani,</b> Aged about 65 years, Daughter of Late. Shankar Lal Chablani,

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	Owner of Flat No. B 7111. Ms. Anita Gupta, Aged about 61 years, Wife of Sunil Kumar Gupta, Owner of Flat No. J 35
	<b>12. Mr. Philip Anthony Singh,</b> Aged about 60 years, Son of Robert Prithviraj Singh, Owner of Flat No. P 31
	<b>13. Ms. Renu Chaudhry,</b> Aged about 58 years, Daughter of M. S. Tangry, Owner of Flat No. B 34
	<b>14. Mr. Nimish Gupta,</b> Aged about 47 years, Son of Ghanshyam Gupta, Owner of Flat No. K 72
	<b>15. Mr. Suddhasatta Basu,</b> Aged about 51 years, Son of Late Nirmalendu Basu Owner of Flat No. N 28.
	<b>16. Mr. Kapilesh Manglik,</b> Aged about 73 years, Son of Kirti Prasad Manglik,

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	<p>Owner of Flat no.C-77.</p> <p>Complainants No. 2 to 16 reside at their respective Flats at Diamond District, Old Airport Road, Kodihalli, Bangalore 560 008.</p>
<b>Respondents</b>	<p><b>1. Century Galaxy Developers Limited,</b> Having its registered office at:</p> <p>B Tower, 9th Floor, Corporate Block, Diamond District, Old Airport Road, Kodihalli, Bangalore 560 008.</p> <p>Represented by Ziaulla Sheriff and Yunus Zia</p>
	<p><b>2. M/s. Diamond District,</b> A partnership firm having its office at "Sheriff Centre", 73/1,5th Floor, St. Marks Road, Bangalore 560 001.</p>
	<p><b>3. Mr. Ziaulla Sheriff</b></p>
	<p><b>4. Mr. Yunus Zia</b></p>
	<p><b>5. Mr. Khalid AK Buhari</b></p>
	<p>Respondent no. 3 to 5 all having their office address at: B Tower, 9th Floor, Corporate Block, Diamond District, Old Airport Road, Kodihalli. Bangalore 560 008.</p>

COMPLAINANT : Mr.Shyam Harinda and Ms.Lekha Chandrashekar,  
Advocates

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RESPONDENT : Ms.H.H.Sujatha, Advocate

**FACT OF THE COMPLAINT**

Theonline Complaint has been filed against the Project "**Diamond District**" U/s 31 of the Real Estate (Regulation and Development) Act, 2016.

1. The gist of the complaint is as under;

A. The Complainant No:1 is the association by the name of Diamond District Apartment Owners Welfare Association (DDAOWA), A society registered under the provisions of the Karnataka Societies Registration Act 1960 and Complainant No:2 to 16 are Apartment owners of the Diamond District, Old Airport Road, Kodihalli, Bengaluru 560008.

B. The complainants are the shareholders in the first respondent company, Century Galaxy Developers Limited (CGDL), a company formed under the provisions of the Companies Act, 1956. The complainants are allotted shares in the company by virtue of which they are the owners of their respective residential units. The first respondent engaged the services of the second respondent, M/s. Diamond District, a partnership firm formed for the purpose of selling the residential units. The third to fifth respondents are the founder promoters and present directors of the first respondent company responsible for its day-to-day functioning.

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Karnataka Real Estate Regulatory Authority,

# 1/14, 2nd Floor, Silver Jubilee Block, Unity Building Backside, CSI Compound,  
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- C.** The first respondent floated a project in the name and style of 'Diamond District', a residential project near Domlur in Bangalore. The project Diamond District consists of a total of 917 apartments in the form of 2, 3 and 4-BHK flats ranging in size from 1429 to 3000 sq. ft. in the residential units. Initially, the Complainants 2 to 16 had offered the flats for sale with registration. The directors of the first respondent also happen to be the only partners of the second respondent, M/s. Diamond District. The complainants also stated that they were under the belief that they would be the absolute owners of the residential apartments entered into an agreement individually to purchase the residential units. However, subsequently, they changed the entire scheme and accordingly changed the provisions to the Articles of Association of CGDL. As per the new scheme against the flats, equity shares were to be allotted based on the super built-up area (including common areas) of the flat on a predetermined number of shares per square foot.
- D.** The complainants also stated in its complaint that as per the new scheme, the entire super built-up area (including common areas) was allotted to the promoters. In order to undertake this, the respondent entered into agreements with Mr. Ziaulla Sheriff and other promoters on 31.03.1995 under which the respondent agreed to allot commercial, residential units with/without parking together with right of use of terrace area with a perpetual, uninterrupted, absolute and exclusive right to use and enjoy each of their units.

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Karnataka Real Estate Regulatory Authority,

# 1/14, 2nd Floor, Silver Jubilee Block, Unity Building Backside, CSI Compound,  
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This allotment was made subject to the allottee holding a specific number of shares, and maintaining a specified amount as security deposit.

E. As per the complainants, the said agreement dated 31.03.1995, there was, in fact, a transfer of property in accordance with section 53A of the Transfer of Property Act, 1882. This is so as the transaction involved the transfer of possession of the immovable property (i.e., the apartment units in Diamond District) to be taken or retained and full consideration passed in part performance of a contract of the nature referred to in section 53A of the Transfer of Property Act, 1882 and therefore, should have been registered at that stage itself. In terms of the new changed scheme, under the agreement dated 31.03.1995, the first respondent was to provide residential and commercial units to the prospective purchasers on ownership basis. Under the scheme, the first respondent proposed 17 residential blocks and 4 blocks of commercial building. The residential blocks were to contain 917 residential units.

F. As per the complainants, the project at Diamond District is not fully complete till date. The first respondent even after having received the full consideration only sought to transfer the title by issue of share certificates of the company although the complainants were ready to pay the stamp duty payable for effecting the conveyance in order to complete the transfer. Although the sale consideration and the maintenance fee have already been paid by the

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complainants, the first respondent has not even provided the complainants with the occupation certificate (OC) as prescribed under the local laws even after multiple requests over the last 20 years. The Complainants are still dependant on industrial connections for electricity supply to residential units. Since the first respondent could not get an OC, they could not obtain a residential electricity connection from BESCOM. Consequently, the first respondent got a commercial / industrial connection in the name of their company, and shared the electricity with the residential area. The cost of usage of such industrial connections is much more expensive when compared to residential ones. Although there appears to be an industrial transformer installed, it is in violation of the agreed plans. Moreover, the complainants and the other apartment owners do not get any electricity bill from BESCOM. The Respondent has also failed to get cauvery water to the said project even after collecting the money towards water connection.

- G. The complainant also submits that the BBMP has not been able to issue 'A' khata for any of the units in the name of the complainants. As per the records, the property still vests in the name of CGDL (the first respondent herein). The complainants are however forced to pay the property tax every year, though BBMP still issues the receipt in the name of CGDL on the grounds that the 'A' khata is still in the name of CGDL. It is submitted that not having 'A' khata in the names of the complainants also severely affects the value of the

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# 1/14, 2nd Floor, Silver Jubilee Block, Unity Building Backside, CSI Compound,  
3rd Cross, Mission Road, Bengaluru-560027

property. The complainants will therefore not be able to enjoy the returns that they were promised if they wish to sell their apartment. The Learned counsel for complainant has submitted the documents viz., Copy of Articles of Association of respondent, A Copy of Agreement of Sale dt:31-03-1995 and copy of orders passed by the respective forums.

**H.** It is also alleged by the complainants that, the first respondent has deliberately not registered the project with the Real Estate Regulatory Authority to escape the stringent actions under the Real Estate (Regulation and Development) Act, 2016. The Complainants have requested the Respondents to fulfil their duties but all efforts of the complainants are of no avail and consequently the present complaint is filed. Accordingly, the relief sought by the Complainants is as under;

- i. Direct the respondents to register the project with the Authority within 30 days in accordance with section 3 and 4 of the Real Estate (Regulation and Development) Act, 2016;
- ii. Levy penalty on the respondents for failing to register the project, in accordance with Chapter VIII of the Real Estate (Regulation and Development) Act, 2016;
- iii. Direct the respondents to procure a permanent BWSSB connection for each apartment and for the common areas, in order to provide regular water supply and sewerage connection;

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### Karnataka Real Estate Regulatory Authority,

# 1/14, 2nd Floor, Silver Jubilee Block, Unity Building Backside, CSI Compound,  
3rd Cross, Mission Road, Bengaluru-560027

- iv. Direct the respondents to procure a direct and permanent electricity connection from BESCOM to each apartment and for the common areas;
- v. Direct the respondents to execute sale deeds in favour of the unit holders;
- vi. Direct the respondents to procure each home buyer 'A' khata certificate from BBMP;
- vii. Direct the respondents to procure occupancy certificate for the entire Diamond District pursuant to section 11 (4) (b) of the Real Estate(Regulation and Development) Act, 2016;
- viii. Direct the respondents to enable Diamond District Apartment Owners Welfare Association to undertake its functions as an apartment welfare association pursuant to section 11 (4) (e) of the Real Estate (Regulation and Development) Act, 2016;
- ix. Direct the respondents to remove encroachments from the common areas;
- x. Direct an enquiry into this unregistered project of the respondents; and
- xi. To Pass such other necessary orders.

2. The complainants have appeared through their counsel Mr.Akshay Kumar Jain.V and Notice to the Respondents served.The Respondentshave appeared through its counsel Smt.Sujatha.H.H and filed a Preliminary Statement of Objections on Maintainability in which

198

198

198

## 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

it is contended that this Authority has no jurisdiction to entertain this complaint as the project was commenced in 1994 and completed in 1997 and also obtained the Partial Occupancy Certificate in 1999 from BMP i.e, 18 years prior to the enactment of RERA Act, 2016 and KRERA, Rules, 2017 w.e.f. 11-07-2017. It is urged by the respondent that the complaint be dismissed in limine, since this Authority cannot extend its jurisdiction in respect of a project which was completed in 1999 itself.

3. (i) Learned Counsel for the Respondents also contended in its preliminary objections on maintainability that, the Agreement dt: 31-03-1995 produced by the Complainant as Document No:2 is an Agreement executed by the Respondent No:1 in favour of the Share Holders subsequent to execution of Share Certificates, the relationship between the Complainants and Respondent No:1 through said Agreement/Contracts are only restricted to absolute and exclusive right to use and enjoy the respective units and appropriate the income, usufruct and other benefits there from but not agreed between both the parties about transfer of title with respect to respective units and hence the reliefs sought by the complainants does not fall under the ambit of KRERA.

- (ii) Learned Counsel for the Respondents also contended that though the project of the Respondent No:1 can be treated as a Real Estate Project, the nature and terms of the Agreement executed among the parties dt: 31-03-1995 also have to be looked into for



## 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

examining the contractual obligations between the parties. The original Agreements executed by the Respondent No:1 in favour of the initial members of the company are in respect of buying and transfer of shares, wherein the Respondent No:1 will provide respective units to enjoy the premises/units based on the quantum of shares held in their hands. As there is no commitment from the Respondent No:1 about transfer of title in the agreement and the Complainants had also agreed upon such terms and signed the Agreements to buy the shares and to enjoy the units without the title under certain terms and condition as specified in the said Agreement, the question of entertaining the said complaints before K-RERA does not arise. Further any conditions regarding specific performance with respect to the said Agreement is purely civil in nature and violation of terms under said agreement if any can be challenged before the Civil Court having respective jurisdiction and hence the complaint is liable to be dismissed on this ground as well.

(iii) Further contentions of the Respondents Counsel include that, there was no Agreement of Sale (as per definition 2 (c) of RERA Act, 2016) that was executed by the Respondent No:1 in favour of any of the Complainants by treating them as an Allotees (as per definition 2(d) of RERA Act, 2016) to transfer the title for their respective units. Without fulfilment of the definition as per the RERA Act, 2016, this Authority has no jurisdiction to entertain this complaint and the

128

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## 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

Authority can take cognizance only when the claims or allegations comes under the definition and purview of RERA Act,2016.

4. During the course of hearing in order to ascertain the facts in detail, the authority had asked both the parties to produce the documents and also provided sufficient opportunities to submit their contentions and submissions in detail. Accordingly the Complainant counsel has submitted memo alongwith citations and Re-joinder to the statement of objection, whereas the counsel for Respondents has submitted the Written Arguments. Heard the counsels appearing for the Complainant and Respondents.
5. (i) During the course of arguments and as per the re-joinder, the Complainants have sought appropriate directions from the Authority, directing the Respondents herein to register the real estate project 'Diamond District' (the Project) with the Karnataka Real Estate Regulatory Authority, in accordance with sections 3 and 4 of the RERA Act, 2016 and to levy penalty on the Respondent for failing to register the project in terms of the Act and to give further directions to the Respondents to procure a permanent Water connection from Bangalore Water Supply and Sewerage (BWSSB); to get permanent electricity connection from the Bangalore Electricity and Supply Company Limited(BESCOM) for each apartment and handing over the common areas to the Association of Allottees and to give further directions to the Respondents to execute sale deeds in favour of the unit holders, and various other

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# 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

reliefs.

(ii) The Complainants have also submitted that, the Respondents have incorrectly contended that the provisions of the Act are not applicable in respect of the project, since the First Respondent (Century Galaxy Developers Limited) is the absolute owner of the land and super-structure on which the Project is developed, and the agreements executed by the First Respondent in favour of the home owners do not contemplate the transfer of title in the property.

(iii) The Complainants have also submitted that, the mere non-execution of sale deeds in favour of the Complainants herein is of no consequence under the Act. Section 3 of the Act provides for the mandatory registration of certain real estate projects with the Real Estate Regulatory Authority. The proviso to section 3 clarifies that projects which are "ongoing", and in respect of which the completion certificate has not been issued as on the date of commencement of the Act, ought to be registered with the Authority.

(iv) The averments made by the Complainant is that, it is not the case of the Respondents that the Project has been completed in all respects. Various internal and external developmental works, including the residential electricity connection from the Bangalore Electricity and Supply Company Limited (**BESCOM**), permanent water connection from the (BWSSB), 'A' Khata in respect of each of the units allotted, etc., have not been completed as on date. This is despite the fact that

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## ಕರ್ನಾಟಕ ರಿಯಲ್ ಎಸ್ಟೇಟ್ ನಿಯಂತ್ರಣ ಪ್ರಾಧಿಕಾರ,

### Karnataka Real Estate Regulatory Authority,

# 1/14, 2nd Floor, Silver Jubilee Block, Unity Building Backside, CSI Compound,  
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considerable time has elapsed since the units have been handed over to the Complainants. These facts have not been disputed by the Respondents. Therefore, on a plain reading of section 3 of the Act, the Project ought to have been registered with the Authority, and this Hon'ble Authority accordingly has the jurisdiction to entertain the present complaint. Non-execution of conveyance deeds in favour of the Complainants does not exclude the Project *per se* from the purview of the Act.

(v) The Complainants further contended that, the Respondents' stand that the residents/ owners of the units (including the Complainants herein) are not "allottees" within the meaning of the Act, is also baseless. Section 2(d) of the Act defines "allottee" in relation to a real estate project as "*a person to whom a plot, apartment or building, as the case may be, has been allotted, sold, or otherwise transferred by promoter, and includes a person who subsequently acquires the said allotment through sale, transfer or otherwise but does not include a person to whom such plot, apartment or building, as the case may be, is given on rent*". The Complainants herein, having been allotted their respective units through the scheme of ownership floated by the First Respondent, fall squarely within the scope of this provision. To this extent, the question of ownership *per se* becomes irrelevant insofar as the applicability of the Act is concerned. The legislature consciously provided that "allottees" for the purposes of the Act include not only persons in whose favour apartments or plots are "sold", but even persons to whom apartments or

138

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138



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Karnataka Real Estate Regulatory Authority,

# 1/14, 2nd Floor, Silver Jubilee Block, Unity Building Backside, CSI Compound,  
3rd Cross, Mission Road, Bengaluru-560027

plots are "allotted". As is evident from the Scheme, the Complainants, having duly subscribed to the shares of the First Respondent company and having paid the requisite deposit amounts, have always been treated as allottees.

6. (i) On the other hand the Advocate for the Respondents has filed written submissions along with the related documents viz., copies of Agreement executed by the Respondent No:1 in favour of one of the customers to establish the scope/purpose of the Agreement, Scheme, Share Certificate, Khatha which is recorded in the name Respondent No:1 and Partial Occupancy Certificate.
- (ii) The Counsel for the Respondents strongly objected to the allegations made against the Respondents and also brought to the notice of the authority the following points

**A.** That the Century Galaxy Ltd., the Respondent No:1 herein is a Company Incorporated under the Companies Act, 1956 and engaged in the Real Estate Business. The Respondent No:1 being the absolute owner of all the property bearing Sy. No:153, 158,159, 167, 160/1, 160/2, 160/3, 160/4, 163/1, 163/2, 164/1, 164/2, 165/1, 165/2, 165/3, 165/4, 165/5, 165/6, 166/1, 166/2, 166/3 and 166/4 and assigned with New Municipal No:150 of Kodihalli Village measuring 14 Acres 08 Guntas. The Respondent No:1 being the absolute Owner of the aforesaid property formulated a scheme to develop into multi-storied residential and commercial complex which consists of 17 Blocks of Residential

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Karnataka Real Estate Regulatory Authority,

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Apartment and 4 Blocks of Commercial units known as "Diamond District".

- B.** In terms of the said Scheme any person intending to acquire residential or commercial unit in the said Complex was required to obtain two equity shares of Rs:10/- each per square feet of super built up area and 400 equity shares of Rs.10/- each per car parking space. The said shares could be obtained either by direct allotment from the Respondent No:1 Company or by way of transfer with distinctive number of shares of the Respondent No:1 Company identified with each unit and car parking space. Thus, the person who acquires right in respect of the unit allotted to him by way of shares in the Respondent No:1 company, while the absolute ownership of the above said land and the constructed area always remains with the Respondent No:1 Company.
- C.** The Respondent No:1 publicised the Scheme whereby a person on becoming a Member of the Company holding a specified number of shares and maintaining a specified amount as security deposit with the Company, will be allotted a specific commercial/residential unit with/without car parking unit together with a perpetual, uninterrupted, absolute and exclusive right to use and enjoy such units and common area and facilities along with the right to exploit, let-out or otherwise the same and appropriate the income, usufruct and other benefits therefrom with such Member also having the right to dispose of such share, deposit and right of enjoyment of the

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# 1/14, 2nd Floor, Silver Jubilee Block, Unity Building Backside, CSI Compound,  
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Unit allotted by a documents inter vivos or otherwise.

D. The Schemes further provides that the shareholder is at liberty to return the shares to the Respondent No:1 Company, consequent upon which the unit so allotted will vest back with the Respondent No:1 Company. The rights of the Shareholder over their respective units are transferable and heritable subject to the condition that the rights over their respective units, proportionate distinctive shares and deposits shall constitute an integral, indivisible and inseparable part of such transfer. In other words, the shareholder shall not transfer his unit to one person and proportionate distinctive shares and deposits to other persons. The Respondent No:1 Company recognizes and considers only such person as its shareholder who is in possession of the units together with proportionate distinctive shares. The terms of the aforesaid scheme, the ownership of the land as well as the super structure always remains and vested with the Respondent No:1 Company, while the shareholder merely gets the right to use, occupy and to enjoy the rents and the usufruct thereof.

E. Thus, the Scheme as formulated by the Respondent No:1 does not contemplate transfer of ownership of the Units to the Applicants excepting granting them right to occupy and use the usufructs of the Units held by them in terms of the shares proportionate to the built-up area the ownership right, title and interest in the property always remain vested with the Respondent No:1. The Complainants and the

168

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# 1/14, 2nd Floor, Silver Jubilee Block, Unity Building Backside, CSI Compound,  
3rd Cross, Mission Road, Bengaluru-560027

other occupants of the complex are the members/shareholders of the Respondent No:1 Company.

- F. The Respondent No:1 commenced the said project in 1994 and was completed in 1997 and has provided all the facilities including the Partial Occupancy Certificate dt:06-10-1999 issued by the Joint Director (Town Planning), Bengaluru Mahanagara Palike. The Respondent No:1 has handed over possession 21 years ago to the shareholders and has been maintaining the property and the shareholders have been enjoying the right and income under the Scheme.
7. The counsel for the Respondents submits that, though the project of the Respondent No:1 can be treated as a Real Estate Project, the nature and terms of the Agreement/contract executed among the parties also to be looked into. The original Agreements executed by the Respondent No:1 in favour of the initial members of the company has provided for buying and transfer of shares, wherein the Respondent No:1 will provide respective units to enjoy the premises/units based on the quantum of shares holding on their hands. In the said agreement, there was no commitment given by the Respondent No:1 in favour of the Complainants about transfer of title. The Complainants also agreed to the terms and signed the Agreements accordingly, hence the question of entertaining the said complaints before K-RERA does not arise and the complaint is liable to be dismissed on this ground alone.

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# ಕರ್ನಾಟಕ ರಿಯಲ್ ಎಸ್ಟೇಟ್ ನಿಯಂತ್ರಣ ಪ್ರಾಧಿಕಾರ,


Karnataka Real Estate Regulatory Authority,

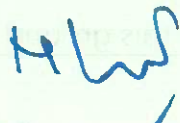
# 1/14, 2nd Floor, Silver Jubilee Block, Unity Building Backside, CSI Compound,  
3rd Cross, Mission Road, Bengaluru-560027

8. Based on the above submissions, the Counsel for the Respondents contended that the Agreement which was executed between the Complainants and the Respondent No:1 to buy and transfer share can't be treated as Agreement for Sale as mentioned in Sec.2(c ) of RERA Act, 2016.
9. The Counsel for the Respondents further contended that, the Prayer/relief sought by the Complaints is beyond the scope of the terms of the Agreement and hence the complaint may be dismissed as not maintainable. Further, this Hon'ble Authority does not have jurisdiction to entertain the above complaint and to adjudicate any issues between the parties as the Agreement entered between both the parties is not in the nature of Agreement for Sale of Apartment.
10. In view of non-application of the provisions of the aforesaid Act, the allegations that the Respondent No:1 has violated the provisions of the Act are baseless. However, the Respondents deny the averments as false and baseless to the extent which are contrary to the case of the Respondent No:1.

11. Heard both the counsels and perused the documents submitted by both the parties in detail. The Authority has framed the following substantial question of law to be decided on the complaint;

**Issue No:1:** Whether the complaint filed under section 31 of the Real Estate (Regulation and Development) Act, 2016 is maintainable and whether the Authority has jurisdiction to adjudicate the complaint?





  
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Our decision on the above issue is Negative as per the following order.

12. At the threshold the Authority has to address the issue of maintainability of the complaint. Unless the Authority assumes jurisdiction in respect of the project the issues raised in the complaint filed under Sec-31 of the Act cannot be addressed. Section 3 of the Act deals with the registration of the projects. Only the projects which are registered with the Authority or required to be registered with the Authority shall come under the purview of the jurisdiction of the Authority to deal with the complaints filed under Section 31 of the Act.

13. First proviso of Section 3 of the Act deals with the projects that are ongoing projects as on the date of commencement of the Act. This proviso makes it mandatory registration of projects for which the completion certificates have not been issued as on the date of commencement of the Act. In view of this, it is necessary to establish that the project was an ongoing project as on the date of commencement of the Act i.e., 1.5.2017.

14. In this context the judgment of the Supreme Court in the case of M/s. Newtech Promoters and Developers Pvt. Ltd., Vs. State of U.P (2021 SCC Online SC 1044) is required to be relied upon.

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**PARA NO.80:** " As submitted by learned counsel for

the Appellant, it may be true that, the registration alone cannot be a test to decide whether the provisions

of the RERA are applicable or not; because, in that

case, if the project is not registered, then, it will not be

possible to accept that the provisions of the RERA are

not applicable to such projects. However, in my

considered opinion, this reasoning or logic cannot be

applicable to the instant case, as Section 3 of the RERA

mandates registration. It clearly provides that, no

promoter shall even advertise, market, book, sell or

offer for sale or invite persons to purchase, in any

manner, any plot, apartment or building, as the case

may be, in any real estate project or part of it, in any

planning area, without registering the real estate

project with the Real Estate Regulator Authority

established under the RERA. Even in respect of

ongoing projects also, this mandate applies, unless it is

shown that, 'Completion Certificate' has been already

issued. The word used in Section 3(1) and the proviso

to Section 3 in respect of 'ongoing project' is "shall",

thereby making the intention of the legislature clear

Usha

## ಕರ್ನಾಟಕ ರಿಯಲ್ ಎಸ್ಟೇಟ್ ನಿಯಂತ್ರಣ ಪ್ರಾಧಿಕಾರ,

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that, in respect of those ongoing projects also, the registration has to be sought within a period of three months from the date of commencement of the Act. Sub-clause (2) of Section 3 provides for some exceptions, where registration of real estate project shall not be required and those exceptions are pertaining to the projects, where the area of land proposed to be developed does not exceed 8, inclusive of all phases, or, where the Promoter has received Completion Certificate prior to commencement of the Act. One more exception laid down in Clause ( c ) of sub-section (2) of Section 3 is that, when the project undertaken is for the purpose of renovation or repair or redevelopment, which does not involve marketing, advertising, selling or new allotment of any apartment, plot or building, as the case may be; otherwise, for all other Development Projects, the registration under the RERA is mandatory."

15. The facts of the case indicate that this project had obtained partial occupancy certificate during October, 1999. It is also noted from the submissions made during the course of hearings before the Authority that the apartments in the project were taken

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possession during the period 1999-2000. These facts indicate that the project was a completed project as on the date of commencement of the Act. Unless this project is required to be registered as a ongoing project or this Authority cannot exercise jurisdiction to adjudicate the complaints filed under Section 31 of the Act. As is evident from the facts of the case, this project has to be treated as a completed project within the meaning of Section-3(2)(b) of the Act. Accordingly the following order is passed.

## ORDER

The Project against which complaints are filed is not found to be an ongoing project as on the date of commencement of the Real Estate (Regulation and Development) Act, 2016 and therefore, the Authority declines to exercise the jurisdiction and adjudicate on the complaint. Accordingly complaint submitted u/s 31 of the Act is dismissed as not maintainable on account of lack of jurisdiction of this Authority on this Project.

(NEELAMANI N RAJU)  
MEMBER-2

(D.VISHNUVARDHANA REDDY)  
MEMBER-1

(H.C.KISHORE CHANDRA)  
CHAIRMAN