

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-4

Dated 12th October 2022

Present

Shri. H.C. Kishore Chandra, Chairman

Complaint No.	CMP/210816/0008248
Complainants	Rahul Tilak No: 2401, BDA Employee Layout 46 th "A" Cross, 7 th Main, 4 th Block Raghavendra Swamy Matta Thalaghattapura-560109 (In person)
Respondent	Puravankara Limited Having its registered office at #130/1, Ulsoor Road Bengaluru-560 042 (Mr. Jatin Ujjini CS & Ankita Sharma, Authorized Representatives)

JUDGEMENT

1. The complainant Mr. Rahul Tilak had filed this complaint against the project "**Provident Park Square (Phase 3 Towers 5A and 5B)**" developed by **Puravankara Limited**. The said project is registered under RERA with registration No. PRM/KA/RERA/1251/310/PR/180507/001671.



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2. The promoter has developed a project known as “**Provident Park Square (Phase 3 Towers 5A and 5B)**” in the limits of Mallasandra Village (Off Kanakapura Main Road), Uttarahalli Hobli, Bangalore South Taluk, Bangalore-560 062.

3. The gist of the complaint is as under:

4. The complainant has booked an apartment bearing No. B5-5A-502 (Phase 3- Tower 5A and 5B) under the Flexi Payment Scheme offered by L & T as per MITC (Most Important Terms and Conditions) in the project “**Provident Park Square**”. During the month of July, he approached the promoter of the “Provident Park Square” located at judicial layout, Kanakapura Road, Bengaluru, and made enquiries as to whether ready to move apartments are available in his project. The promoter then informed him that they do not have ready to move apartment, however they have an under construction apartment with an offer where the project will pay the interest on EMI until possession with the initial payment of Rs.2.00 lakhs. The complainant contended the respondent did not shared the details of L&T being the only option to avail loan between 15th August 2020 to 10th October 2020, between which payment of nearly 12.00 lakhs was made. He further alleged that if the promoter has informed him well in advance, he would have submitted the documents, and in case if the loan was rejected based on his CIBIL score, he would not have made any payment.

5. The complainant claims that he has contacted the builders at least 10 to 15 times, communicated with them but there was no response from the builder. He further contended that the respondent has suppressed

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the fact of L & T offer and made known to him only after he signed the agreement after down payment of 12.00,000/-. The complainant sought relief of refund with compensation. Hence this complaint.

6. After registering the complaint, in pursuance of notice, the respondent has appeared before the Authority through his authorized representative and filed written submissions as under:-
7. The respondent has denied all the allegations made against him by the complainant as false.
8. It is submitted by the respondent that the sole reason for the complainant to book this apartment was only because he was impressed by the L&T home loan offer and was willing to avail the same under Flexi Payment Scheme only.
9. The contention of the complainant is that he had an approved loan from SBI is baseless and false because when the respondent requested him for supporting documents to facilitate his housing loan vide email dated 10.6.2021, he failed to do so.
10. The loan application was rejected by L & T based upon the documents shared by him. It is contended that vide email dated 22.2.2021, one of the representative of respondent informed him about the update they received from banking officials stating that his home loan is declined. Later, the complainant on 23.02.201, requested the promoter to transfer the agreement to his sister "Vijayeta Tilak's name since he is unable to secure any loan from L& T.



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11. It is submitted by the respondent that vide email dated 02.03,2022, the bank cited reasons for rejecting the sanction of home loan to the complainant and recorded that "case was not fit under the credit history & their CIBIL policy" due to many more critical issues observed in his CIBIL.
12. The respondent further contends that the complainant went to an extent to highlight his major concerns as his ineligibility to avail home loan due to poor CIBIL Score. The respondent prays that the complainant is simply trying to manipulate facts, false allegation in order to enrich himself monetarily and hence prayed to dismiss the complaint filed by the complainant.
13. The complainant has produced documents such as (a) confirmation of allotment (b) Details of payment made to the respondent.
14. In support of defence, the respondent has produced documents such as (a) Booking Application and Allotment Letter (b) Flexi Payment Scheme Document (c) Agreement to sell 21.10.2020(d) Statement of Accounts (e) emails dated 10.06.2021, 18.03,2021, 22.02.2021, 23.02.2021 and 02.03.2022 (f) Summary Report (CIBIL Score) by bank for rejecting the sanction (g) email dated 24.03.2021 (h) demand notices dated 18.03.2021, 12.04.2021 and 27.04.2021 (i) Legal notice dated 02.05.2021 (j) reply notice dated 22.06.2021 and (k) Interest statement.
15. Heard both the parties. Perused the written arguments of the respondent.



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16. On the above averments, the following points would arise for my consideration.

1. Whether the complainant is entitled for the relief as sought for?
2. What Order?

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

1. In the partly Affirmative
2. As per final order for the following:

FINDINGS

18. My answer to point no.1: The grievance of the complainant is that the respondent did not share any information between 15th August 2020 - 10th October 2020 about L&T being the only option for the no EMI until possession. It is evident from the available records that the complainant was fully aware of the L & T offer prior to even booking the unit with the respondent as he himself vide his emails made it clear that he is exploring other options but merely because of L&T offer, he decided to proceed with respondent's project. It is apparent that the complainant went to an extent to highlight his major concerns as his ineligibility to avail home loan due to poor CIBIL Score.

19. The complainant through his email dated 18.03.2021 admitted his willingness to cancel the agreement and requested for waiver of cancellation fee and pending interest as his loan could not be approved by L & T. He wanted a new "Agreement to Sell" to be executed in his sister's name in order to avail L & T offer.



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20. It may be noted here that on 23.03.2021, the respondent's representative, through email had reverted to all the queries of the complainant and clearly intimated to him that loan approval/rejection was at the sole discretion of the banker depending on the documents submitted by him and that respondent's company home loan team is not responsible for rejection of his home loan.

21. The complainant was informed that his cancellation request has been recorded and refund shall be processed in consonance with the terms and conditions of the agreement dated 21.10.2020 inclusive of stamp duty, registration fee, GST and any interest in delayed payment would be deducted from the amount received from the complainant. As regards complaint's request to transfer of ownership in the name of his sister, it was clarified to the complainant vide email dated 24.03.2021.

22. The respondent/promoter has clearly addressed to all the queries with appropriate justification and the complainant is very well aware of the same but despite that he failed to bring this to the notice of the Hon'ble Authority.

23. It is evident from the records that the complainant has delayed payment of several instalments as against the default and breach of payment terms. Timely payment of dues by the purchaser is a contractual obligation under the agreements executed between the respondent and the complainant and an obligation under the RERA Act.

24. It is apparent from the facts that the complainant's ineligibility to avail home loan due to poor CIBIL score, continuous default in making timely payments as and when demands were raised amounting to breach of

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contractual obligations and breach of obligation by the complainants under law and contract.

25. It is abundantly clear that complainant's contention for filing this complaint was solely to absolve his liability with regards to payment of dues, more specifically interest accrued on delayed payments.


26. Therefore, in the circumstances of the case, the complainant is entitled only for refund of the amount paid towards the purchase of the flat subject to deduction of cancellation charges along with GST and other duties/charges, interest due and fee as stated herein above. Taking note of all the above aspects, I conclude that my answer to point no.1 raised above is answered in the partly affirmative.

27. My answer to point no.2: In view of the above discussion, 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. **CMP/210816/0008248** is hereby partly allowed. Respondent is directed to refund the cost of the flat paid by the complainant subject to deduction of cancellation charges.

No order as to costs.



(H.C. Kishore Chandra)

Chairman
K-RERA

THE UNIVERSITY OF CHICAGO
DEPARTMENT OF CHEMISTRY
JANUARY 1950
TO THE HONORABLE CHAIRMAN OF THE BOARD OF TRUSTEES
OF THE UNIVERSITY OF CHICAGO
FROM
THE DEPARTMENT OF CHEMISTRY
SUBJECT: A REPORT ON THE PROGRESS OF THE RESEARCH
DURING THE YEAR 1949
The following is a summary of the work done in the Department of Chemistry during the year 1949. The work was carried out under the direction of the Department Head, Professor [Name], and the assistance of the following staff: [List of staff members].

The work was carried out in the following areas: [List of research areas].

The following is a list of the publications of the Department during the year 1949: [List of publications].

The following is a list of the names of the students who have completed their degrees in the Department during the year 1949: [List of students].

The following is a list of the names of the faculty members who have been appointed to the Department during the year 1949: [List of faculty members].

The following is a list of the names of the students who have been admitted to the Department during the year 1949: [List of students].