

**KARNATAKA REAL ESTATE REGULATORY AUTHORITY,  
BENGALURU**

**FIFTH ADDITIONAL BENCH**

**CORUM**

**SHRI.D.VISHNUVARDHANA REDDY  
HON'BLE MEMBER-1**

**COMPLAINT NO.CMP/210103/0007381**

**DATED THIS 25 TH DAY OF OCTOBER, 2022**

COMPLAINANT : Mr.Bhanu Prakash Gottipalli  
101, Sai Shree Elina Apartment  
PWD Road, B.Narayanapura  
Mahadevapura  
Bengaluru : 560 016

RESPONDENT/  
PROMOTER : M/s.Shobha Limited  
Sobha Limited, Sarjapur Marthahalli  
Outer ring road, Bellandur Post  
Bangalore:560 103

PROJECT NAME & : SOBHA DREAM ACRES, TROPICAL GREENS  
REGISTRATION NO. PRM/KA/RERA/1251/446P/PR/  
181010/002038

This complaint is filed under Sec-31 of the Real Estate (Regulation and Development) Act, 2016 before this Authority praying for a direction to refund the booking amount.

**J U D G M E N T / O R D E R**

**1. FACTS OF THE CASE:** The Complainant vide complaint No. CMP/210103/0007381 filed under section 31 of the Act has sought the following relief/s:

i) Direct the Respondent to refund the booking amount.


2. Based on the complaint notice of hearing was issued to both complainant and respondent to appear on 21.04.2022. During the

*Wishu*

hearing the Complainant has submitted that the reason for cancellation of the sale agreement was on account of financial difficulties faced by the complainant. The respondent has submitted that in accordance with Clause No.25.3 of the agreement of sale the respondent is entitled to forfeit the booking amount on account of the default of the allottee in making further payments as per the agreement. The Respondent has further submitted that there is no default on the part of the promoter and the default was entirely attributable to the complainant and hence prayed for dismissal of the complaint. The submission made by the Respondent was in accordance with Clause No.25.3 of the agreement of sale and the complainant is not entitled for any refund of the booking amount. Hence the Authority pass the following

**ORDER**

The reasons stated and explanation submitted by the Respondent in support of its action to terminate sale agreement is found to be supported by Clause No.14.24 r/w Clause No.25.3 of the agreement to sale dated 7.3.2020. Considering the fact that there is a default on the part of the complainant in complying with the payment obligations, stipulated in the agreement to sale, the termination of the agreement to sale is found to be in order and therefore the complaint is dismissed as not maintainable.

  
(D.VISHNUVARDHANA REDDY)  
MEMBER-1  
FIFTH ADDITIONAL BENCH  
K-RERA