ಕರ್ನಾಟಕ ರಿಯಲ್‌ಎಸ್ಟೇಟ್ 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

**Dated 21st DECEMBER 2022**

**COMPLAINT NO: CMP/210303/0007733**

**COMPLAINANT...**

**RAGHAVENDRA DIXIT,**
D.No.4569, HT Double Road,
2nd Stage, Vijayanagar,
Bengaluru - 570017.

(Rep. By. Sri. Shivaraj N Arali & Associates, Advocate)

**V/S**

**RESPONDENT...**

1. **VASATHI HOUSING LTD.,**
Plot No. 41, H.No.8-2-269/S/41,
Sagar Society, Road No.2,
Banjara Hills, Telangana,
Hyderabad – 500034.

(Rep. by Sri. Deepak Bhaskar, Advocate)

2. **MRS. JAYANTHI SRINIVASAN,**
W/o. Mr. Srinivasan Krishnamurthy,
#1, 1F, 7th Cross, 1st Main,
Sreekanteswara Nagar, Nandini Layout,
Bengaluru – 560096.

(Rep. by Sri. Ankith Jain, Advocate)

## INTERIM ORDER

1. The proposed respondent No. 2 has filed an application under order 1 Rule 10 (A) of CPC to implead her as respondent No. 2 in the above complaint on the ground that herself and her husband have booked a flat bearing No. W1-A-1105 on the project of respondent in the year 2016 and they have entered into agreements of sale and construction on 04/07/2016. They have agreed

to purchase the said flat for total sale consideration of Rs.80,78,881/- and have paid a sum of Rs.68,78,744/- towards advance. She has applied housing loan from HDFC for Rs.59,13,939/- and on 13/09/2022 she has repaid the entire loan amount. The HDFC bank has given no objection certificate. Later, in order to buy a bigger flat, she has requested the respondent No.1 for the same and agreed to pay balance sale consideration towards the new flat No. W1-A-801 payable after adjusting the advance paid with respect to earlier flat.

2. She has requested the builder to execute cancellation deed with regard to flat No. W1-A-1105 and to execute the sale deed in respect of flat No. W1-A-801 of Vasathi Avante project. Accordingly, on 18/11/2022 the respondent has executed a cancellation and swapping agreement. Further, the respondent informed that in view of the interim order operating with respect to flat bearing No. W1-A-801 in the above matter, he is unable to execute the sale deed. This Authority has issued an interim order dated 23/11/2021 against the respondent restraining from alienating unsold inventories.

3. They have paid more than 85% of the sale consideration to the respondent. Hence, she is a necessary and proper party to implead her in this complaint.

4. In support of her claim she has produced copy of Agreement of sale and Agreement of construction dated 04/07/2016, NOC dated 13/09/2022, cancellation and swapping agreement dated 18/11/2022, interim order dated 23/11/2021 and passport of her husband.

5. Perused the entire records. There is an interim order passed by this Authority dated 23/11/2021 against the respondent with respect of project Vasathi Avante to restrain the respondent from selling the unsold units and intimation was given to IGR and local sub-registrars. This being the fact, the proposed respondent No.2 has purchased the flat No. W1-A-801 in the

said project and furnished all relevant documents in support of her claim. Hence, it is just and necessary to allow this application to implead her and to direct the respondent to execute the sale deed in favour of impleaded respondent No.2 Jayanthi Srinivasan immediately.

6. In view of the above discussion, respondent No. 1 Vasathi Housing Limited is directed to execute the sale deed in respect of apartment bearing No. W1-A-801 in the project Vasathi Avante in favour of the impleaded respondent No.2 Jayanthi Srinivasan immediately.

7. The restraint order in respect of all other unsold units shall continue.

**(G.V. REDDY)**
Member
K-RERA

**(NEELMANI N RAJU)**
Member
K-RERA

**(H.C. KISHORE CHANDRA)**
Chairman
K-RERA