

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**

Dated 25<sup>th</sup> of July 2019

**COMPLAINANT**

**CMP/181231/0001808**

**LALITHA T V and SURESH BARU N**

Opp. to TVS Showroom,  
Devanahalli Town,  
Bengaluru Rural - 562110.

**VERSUS**

**RESPONDENT**

**GODREJ HOMES CONSTRUCTIONS PRIVATE LIMITED,**

No. 80, Hulkal Ascent,  
2nd Cross, Lavella Road,  
Bengaluru Urban - 560001.

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This complaint is filed against the project Godrej Eternity which is registered with RERA with Registration No. PR/KN/170729/000233.

The grievance of the complainants is that they have paid 85% of the cost amounting to Rs. 48.06 lakhs. The complainants have submitted that the Respondent Promoter is constantly pressurizing them to pay the balance of the amount; that the agreement entered into with the promoter has clauses on open car parking and cancellation are, which are against the norms of the RERA; that there is an anomaly in the draft agreement with respect to possession date as May 2021 as against April 2020; that in the addendum agreement, structural defects rectification period of 12 months from the date of possession is shown as against RERA guideline of a period of 5 years; that the cancellation charges

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proposed by the promoter is 20% of the total sale consideration which is against the provisions of the RERA Act. Further, the complainant has requested that the agreement should have the clauses including that of exit as per the RERA Act.

Notice of hearing was issued to both the sides. On 25/06/2019 both the complainant as well as the Advocate for respondent were present.

The respondent advocate has filed a written statement stating that complainants have no cause of action and he has filed the complaint only within intention to harass the respondent. According to the Respondent, the complainant entered into an agreement for sale on 28/11/2016, and executed a construction agreement on the same date; that the complainants are yet to pay Rs. 5,20,532.38/-; that in spite of several reminders, the complainants did not pay the balance of the amount; that a pre-termination letter dated 07/12/2018 calling upon the complainant to pay the balance amount along with interest was issued and instead of paying the balance amount, the complainants have alleged that the agreement between the parties was not as per the RERA Act; that all the allegations are baseless and unfounded. The Respondent has further submitted that the agreements entered into between the parties were executed prior to coming to force of RERA Act and the model sale agreement is yet to be notified by the Real Estate Regulatory Authority; that there is an exit option in the agreement; that the RERA registration provides 15/04/2020 as the date of completion; and that the plea of structural defect cannot be raised by the complainant since he has not paid the full amount and he has not taken possession of the flat.

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The complainants have requested that Respondent Promoter be directed to make amendments to the agreement of sale dated 28/11/2016 so as to bring the same in conformity with the Real Estate (Regulation and Development) Act 2016. On 07/06/2019 the respondent has filed a MEMO by which he has undertaken to continue to abide by the provisions of the Real Estate (Regulation and Development) Act, 2016.

In view of the above, the following order is passed.

**ORDER**

The provisions of Real Estate (Regulation and Development) Act, 2016 as applicable to the ongoing projects are applicable to this project as well. The agreemental provisions have to be read with the provisions as Act.

Accordingly the complainant is at liberty to file a fresh complaint whenever any provisions of the Real Estate (Regulation and Development) Act, 2016 is violated by the promoter.

(Adoni Syed Saleem)

Member - 2  
KRERA

(D. Vishnuvardhana Reddy) 25/07/2019.

Member-1  
KRERA

(M.R. Kamble)

Chairman  
KRERA