

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 24th of July 2019

COMPLAINT No. CMF/131219/0001777

**Vipal Kumar Gujurathi and
Roshani Desai**

....Complainant

No. 17, Sai/Sushman,
KR Garden, Murugesha Palya,
Bengaluru Urban - 560017.

VERSUS


Brigade Enterprises Ltd.,

....Respondent

Brigade Metropolis,
Mahadevpur,
Bengaluru Urban - 560048.

The complainant in his complaint dated 19/12/2018 has filed complaint against the respondent whose project Registration Number is PR/KN/180215/002768.

The complainant has stated that he has booked an apartment bearing No. B-1010 by paying advance wide cheque dated 21/09/2018. That he has received two sets of agreement to sell from the builder on 27/11/2018. The complaint has further stated that his

 24/7/19

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advocate has suggested certain clauses to be incorporated into the sale agreement which the respondent is not agreeing to include. The complainant wants to include clauses on indemnity in favour of the purchaser, cancellation by the allottees, compensation in case of loss caused to him due to defect in title, assignment clause etc., the case was posted for hearing and notices were issued to both the sides.

On 03/06/2019 the complainant is present and the respondent is absent. On the subsequent date of hearing both the sides are present. Mrs. Sonali S.K, representative of the legal department of the respondent is present and files the reply. Complainant requests time to respond the case was posted for hearing on 24/06/2019 on which date both the sides were present and they were heard.

In its letter dated 14/06/2019 the respondent submits that the clarifications to request No. 1, 2 and 5 made by the complainant have been accepted by him with respect to the indemnity clause, the respondent agrees to include the same in the sale deed to be executed between the complainant and the respondent. Further the respondents have stated that the complainant has failed to show any cause of action arising against the respondent and they have adopted a common format for agreement of sale.

The changes in agreement of sale sought to be made by the complainant is to be done with the consent of the developer. Obviously the agreement of sale is bilateral in nature. But care has to be taken by the respondent to see that the provisions of the Real Estate (Regulation and Development) Act and the Rules thereunder are not violated.

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In view of the above following order is passed.

ORDER

The complaint No. **CMP/181219/0001777**
is hereby disposed with a direction to the
respondent to frame the agreement of sale in
accordance with the provisions of the Real Estate
(Regulation and Development) Act 2016 and the
Rules thereunder, if he has not done already


(Adoni Syed Saleem)
Member 2
KRERA