

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 18th of May 2019

COMPLAINT No. CMP/181006/0001368

Mr. R. Venkat Krishna

.....Complainant

No. 003, Prestige Ozone,
Whitefield Main Road,
Bengaluru - 560066.

AND

M/s. LGCL Properties Pvt. Ltd

.....Respondent

No. 12/1, Rest House Road,
Bengaluru - 560001.

The complainant in his complaint date: 06.10.2018 has stated as under:

1. That he is the owner of the property bearing site No. 141A, BBMP PID No. 66-2158-141/A.
2. That he had entered into a joint development agreement with the respondent to construct 38 residential apartments and share 50% of the constructed apartments. It was stated in the JDA that the project would be completed within 24 months from the date of receipt of commencement certificate. Though the certificate was received on 29.10.2015 the project is not yet completed. On the other hand the respondent has declared to RERA that the project would be completed on 31.05.2020. This date is not in accordance with the JDA.
3. The respondent has not deposited 70 % of the amounts realized from the purchasers of the proposed flats in separate bank account. And the respondent is now stating that he does not have money to complete the project.
4. These facts go to show that he has violated Sec. 4 of the RERA Act.

18/5/19

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5. That the respondent is liable to pay Rs. 4,75,000/- per month and 10% construction cost as penalty.

Mr. Rohan Kothari and other advocates have filed vakalat on behalf of the complainant on 10.01.2019 and on 01.03.2019 they have filed written submissions contending that RERA has jurisdiction to entertain the complaint u/s 31 read with Sec. 32 and Sec. 34(f) of the Act, further in the written submission they have stated that there is a bar against jurisdiction of the civil courts.

On 01.03.2019 the respondent have filed an extract of the resolution passed by the board of directors authorizing one Mr. S. M. Mallesha, Assistant Manager (Legal) and Sri. Kiran Kumar, General Manager (Legal) to represent the respondents.

The Authorized signatory of the respondent has filed the written arguments as under:

1. That the complainant is a co-promoter of the project.
2. That RERA doesn't have jurisdiction to entertain the said complaint because it is in the nature of civil dispute and non performance of the obligations by the complainant as under taken under the JDA.
3. The completion date as notified by the RERA is within the knowledge of the complainant.
4. That there is no violation of the RERA Act and Rules and hence the complaint has to be dismissed.

Notices were issued to both the parties and the case was heard on 14.03.2019. Representatives of the respondent and the advocate for the complainant were present and they were heard.







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Heard both the sides and perused the written arguments filed and also the documents. It is seen from the records maintained by the office that the chartered accountants certificate dated: 14.12.2018 filed by the respondent discloses that a separate account has been opened the 70% of the amount received from the allottees has been deposited. The finances of the promoter is also disclosed in the chartered accountant certificates dated 10.01.2019.

The contention of the complainant that the completion date shown in the Joint Development Agreement including the grace period as 29.04.2018 is altered by the respondent and the completion date shown in the RERA Registration as 31.05.2020 is violative of the JDA, cannot be entertained by this Authority. The Joint Development Agreement is bilateral in nature binding both the parties. The complainant cannot be considered as an aggrieved person under the provisions of the Real Estate (Regulation and Development) Act, 2016. The complainant is at liberty to approach proper forum for redressal of the same. Hence the following order:

ORDER

In exercise of the powers conferred u/s 31 of the Real Estate (Regulation and Development) Act, the complaint dated 06.10.2018 is hereby rejected as not maintainable before this Authority.

However the respondent is at liberty to seek relief in the appropriate forum.


(Adoni Syed Saleem)
Member
KRERA


(D. Vishnuvardhana Reddy)
Member
KRERA


(M.R Kamble)
Chairman
KRERA

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