

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 BEFORE THE AUTHORITY

Dated 9th October 2023

CMP/210704/0008093

Present

Hon'ble Chairman Shri. H.C. Kishore Chandra

Hon'ble Member Smt. Neelmani N Raju

Hon'ble Member Shri. G.R.Reddy

Complainant.....

Amaresh Marekar

A-W1-306, vasathi avante apartments,
near st anns church, rachenahalli,
behind manyata tech park,
Bengaluru – 560077.

(In person)

V/S

Respondents.....

1. Vasathi Housing Ltd

Plot no.41, H.No.8-2-269/S/41,
Sagar Society, Road no.2,
Banjara Hills,
Bengaluru- 500034.

(By Shri. Deepak Bhaskar, Advocate)

2. Ravi

Vasathi Avante Apartments,
Near St Anns Church, Rachenahalli,
Behind Manyata Tech
Park,SRKNGPost
Bengaluru – 560077.

(Absent)

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* * * * *

1. This complaint is filed under section 31 of the RERA Act against the project "VASATHI AVANTE" developed by "Vasathi Housing Ltd" of the respondent for the relief to provide indoor badminton court.
2. This project has been registered under RERA vide registration No. PRM/KA/RERA/1251/309/PR/171208/001088.
3. The said project is situated at sy no 84/1, Bbmp Khata No-37/1/84/1, Rachenahalli Village, K.R.Puram Hobli, Bengaluru North, Bengaluru Urban.

Brief facts of the complaint are as under:-

4. The complainant has purchased a flat bearing No.W1-A-306 in the project "VASATHI AVANTE" of the respondent under sale deed dated 28/06/2017 for a sale consideration of Rs.42,42,000/- (Forty two lakh forty two thousand only). He is in possession of the said flat. The respondent has not provided the indoor badminton court as per agreement of sale. Hence, this complaint.
5. After registration of the complaint, in pursuance of the notice, the respondent No.1 has appeared before the Authority through his counsel, but has not contested the matter by filing statement of objections, producing documents on his behalf etc.,. The respondent No.2 has not appeared before the Authority and hence he has been placed as ex-parte.
6. In support of their claim, the complainant has produced/uploaded copies of sale deed, agreement of sale, photographs and occupancy certificate dated 16/07/2020.

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7. This matter was heard on 13/07/2022, 26/07/2022, 05/11/2022, 30/11/2022, 15/02/2023 and 08/03/2023.

8. Heard arguments of both sides.

9. On the above averments, the following points would arise for our consideration:-

1. Whether the complainant is entitled for the relief claimed?
2. What order?

10. Findings on the above points is as under:-

1. In the Affirmative.
2. As per final order for the following

Reasons

11. Findings on Point No.1:- Complainant has approached this forum seeking for the relief of direction to the respondent to provide indoor badminton court as per the agreement. On going through the agreement of sale dated 19/09/2014 at clause No.7.1, the respondent had promised that he will provide indoor badminton court. According to the complainant the respondent had provided non indoor badminton court which cannot be used due to wind and rain.

12. In response to the notice, the respondent has not appeared before the Authority to participate in the proceedings and to contest the matter by filing objections, producing documents etc. He has not disputed the claim of complainant. Hence, the claim of complainant remained unchallenged and same is corroborated with cogent evidence.

13. The agreement of sale is a key instrument which binds the parties in a contractual relation so as to be properly enforced in

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accordance with law, it is quite necessary that it shall be free from any ambiguity and vagueness. As per the terms of agreement of sale, the respondent was supposed to provide indoor badminton court but he has not provided the same. Having regard to all these aspects, the respondent is liable to provide indoor badminton court as agreed in the agreement of sale.

Sum and substance of the case is as under.

| | |
|---|--|
| Date of agreement of sale | 19/09/2014 |
| Date of construction agreement | Not available |
| Sale consideration | Rs.42,42,000/- (Forty two lakhs forty two thousand only) |
| Amount paid | Rs.42,42,000/- (Forty two lakhs forty two thousand only) |
| Promised date of possession as per AOS | - |
| Date of sale deed | 28/06/2017 |
| Date of occupancy certificate | 16/07/2020 |
| Whether the possession has been handed over | No |
| Prayer | to provide indoor badminton court |

Accordingly, the point raised above is answered in the Affirmative.

14. **Our findings on point No.2:-** In view of the above discussion, the complaint deserves to be allowed. Hence, we proceed to pass the following

ORDER

In exercise of the powers conferred under Section 31 of the Real Estate (Regulation and Development) Act, 2016, the complaint bearing No. **CMP/210704/0008093** is hereby allowed as under.

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- i. The respondent is hereby directed to provide indoor badminton court as agreed within 60 days from the date of this order.
- ii. The complainant is at liberty to initiate action in accordance with law, if the respondent fails to comply with this order.

No order as to costs.


(Neelmani N Raju)
Member
K-RERA


(G.R.Reddy)
Member
K-RERA


(H.C.Kishore Chandra)
Chairman
K-RERA

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