

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 BEFORE FULL BENCH

PRESENT:

SHRI. RAKESH SINGH, HON'BLE CHAIRMAN

SHRI. GURIJALA RAVINDRANADHA REDDY, HON'BLE MEMBER

COMPLAINT NO.01010/2025

DATED THIS 16th DAY OF JUNE 2026

COMPLAINANT

**MR. SURYA PRAKASH KANURU
MRS. VIJAYA SHANTHI KANURU
Flat No.C2-1908, 7 Hills Apartments,
Kokapet, Ranga Reddy,
Telangana - 500089.**

V/s.

RESPONDENTS.....

1. MANYAM ESTATES PRIVATE LIMITED

No.2273, 2nd Floor, Samruddhi,
6th Main, Bengaluru - 560105.

2. SOHAN REALITY

3. ABHISHEK C

Sohan Exotica, Flat 101, A Block,
Rajiv Gandhi Nagar Road,
Sahakar Nagar, Kodigehalli,
Bengaluru - 560055.

J U D G E M E N T

1. The present complaint is filed on 11/08/2025 under Section 31 of the Real Estate (Regulation and Development) Act, 2016, alleging violation of Section 19 - Rights and Duties of Allottees, seeking enforcement of ownership rights and access to Flat No. B-302 in the project now known as Sohan Skypark (formerly Manyam Skypark).
2. The project "Sohan Skypark" bearing RERA registration No.PRM/KA/RERA/1251/309/PR/180917/002011 was originally registered by Manyam Estates Private Limited.

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3. The Complainants contend that they purchased Flat No.B-302 from the erstwhile promoter M/s Manyam Estates Private Limited, that the entire sale consideration was paid through bank transfers and that the said transaction was supported by payment receipts, No Objection Certificate issued by the project financier Capri Global Capital Ltd and housing loan sanctioned by State Bank of India, which continues to be serviced by the Complainants.
4. It is the specific grievance of the Complainants that despite valid documentation and continuous loan repayment, the Incoming Promoter M/s Sohan Realty has denied them access, entry, and enjoyment of their flat, contending that no payment has been received and that the complainants must resolve their claim with the previous promoter. Hence, this compliant.
5. This Authority notes that by Judgment dated 12/01/2026 passed in TOR/PRM/KA/RERA/1251/309/PR/180917/002011, the project was formally taken over under Section 8 of the Act, and M/s Sohan Realty was declared as the "Promoter" for all purposes under the Act. The said judgment has attained finality and is binding on all parties, wherein the incoming promoter undertook obligations including possession of completed units, and adherence to timelines.
6. The Authority has categorically held in the Section 8 judgment that:
 - Auction proceedings under SARFAESI do not extinguish allottee rights;
 - All existing agreements, payments, and registered documents continue to bind the incoming promoter; and
 - Denial of access to eligible allottees is impermissible.

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7. The outgoing promoter due to severe financial constraints which has affected the progress and completion of the project. In view of this, the Incoming Promoter has come forward to take over the responsibility of completing the remaining development work of the project, in good faith and in adherence to the contractual commitments made to the existing allottees. This arrangement is intended to ensure timely completion of the project in a fair and equitable manner and safeguarding the interests of the allottees.
8. After registration of the complaint, this Authority had issued notice to both the parties to appear before this Authority. Matter was heard on 23/09/2025.
9. In support of their claim, the Complainants have produced the Agreement for Sale and Construction Agreement both dated 10/07/2020, No Objection (NOC) from Capri Global Capital Ltd and photographs.
10. In defence, the Respondent No.2 have produced documents such as application dated 01/08/2025, Memo-cum-Undertakings dated 22/09/2025, affidavit dated 15/03/2024, consent letters, authorisation letter, Statement of 65 apartment units of Sale Certificate, Statement of apartments falling within the Developer's share and Landowners share.
11. **On the above averments, the following points would arise for our consideration:-**
 1. Whether the complainants are entitled for the relief claimed?
 2. What order?
12. **Our findings on the above points is as under:-**
 1. In the Affirmative.
 2. As per final order for the following

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REASONS

13. **Our answer to Point No.1:-** In the present case, the outgoing promoter has defaulted in handing over possession and completing the project. In the interim, the project in question has been transferred to a new promoter, i.e., M/s Sohan Realty, in accordance with the provisions of the RERA Act, 2016 and upon necessary approvals.

14. Section 19(1) of the Act confers upon every allottee the right to possession and peaceful enjoyment of the apartment, while Section 11(4)(a) mandates the promoter to honour obligations arising from agreements and representations. Once M/s Sohan Realty has stepped in as promoter under Section 8, it cannot refuse access nor shift responsibility onto the outgoing promoter.

15. The contention of the Incoming Promoter that the complainants must pursue the erstwhile promoter is legally untenable, contrary to the Act, and directly violative of the binding Section 8 order passed by this Authority. The complainants have prima facie established payment of consideration, recognition of their allotment by the lender, continued financial liability through SBI loan, and bona fide entitlement to access and possession.

16. At this juncture, my attention is drawn towards the decision of Hon'ble Karnataka -RERA, in Complaint No. CMP/180814/0001606, Majestic Property Developers v. K. Ravi Kumar & Ors it is held as under:-

"When a project is transferred to a new entity, the Authority must ensure that liabilities towards allottees are first satisfied or duly protected. The incoming promoter shall step into the shoes of the earlier promoter with all obligations."

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[Signature]

17. This Authority notes that the transfer of the project has already been effected in accordance with the applicable procedure. The complainant's rights under the agreement with M/s Manyam Estates Private Limited are protected under the Act. Upon the approved takeover by M/s Sohan Realty, the incoming promoter stepped into the shoes of the outgoing promoter and is legally bound to honour the obligations, including delivery of possession and execution of necessary documentation.
18. Denial of access in such circumstances amounts to continuing violation of Section 19 and defeats the very object of the RERA Act. This Authority holds that the complainants are lawful allottees of Flat No.B-302; Their rights survive the change of promoter; The Incoming Promoter is statutorily bound to recognise their ownership and permit access; Any refusal amounts to non-compliance of the Section 8 takeover order.
19. The final order in the present complaint could not be passed within the stipulated period as prescribed under section 29(4) of the Real Estate (Regulation and Development) Act of 2016 due to multiple adjournments sought by advocates / parties and other procedural reasons.
20. **Our findings on point No. 2:-** In view of the above discussion, these complaints deserves to be allowed. Hence, we proceed to pass the following order.

ORDER

In exercise of the powers conferred under Section 31 of the Real Estate (Regulation and Development) Act, 2016, the complaint is hereby allowed as following:





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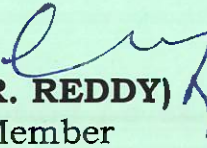
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1. The Incoming Promoter, Respondent No.2, M/s Sohan Realty, is hereby directed to recognize the complainants as lawful allottees of Flat No.B-302.
2. The Incoming Promoter, Respondent No.2, M/s Sohan Realty, shall permit unhindered access, entry and inspection of Flat No.B-302 and common areas within 07 days from the date of this order.
3. The Incoming Promoter, Respondent No.2, M/s Sohan Realty, shall not raise any demand or dispute regarding payments already made to the outgoing promoter, except in accordance with the original agreement.
4. Non-compliance of this order shall attract penal action under RERA Act, 2016, apart from being treated as wilful disobedience of the Section 8 takeover order dated 12/01/2026.
5. The Complainant is at liberty to approach the Authority in case of continued non-compliance by the Respondent.

No order as to costs.


(RAKESH SINGH)
Chairman
K-RERA


(G.R. REDDY)
Member
K-RERA