

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

DATED 15th April 2026

PRESENT

SHRI. RAKESH SINGH, HON'BLE CHAIRMAN

SHRI G.R REDDY, HON'BLE MEMBER

COMPLAINT NO:00772/2025

COMPLAINANT....

**Raintree Boulevard Apartment Owners
Association**

T11-003, Raintree Boulevard, Bellary Road,
Byatarayanapura
Bengaluru Urban - 560092

(Rep. By. Shri R. Ravishankar, Advocate)

Vs

RESPONDENT.....

L&T Realty Developers Limited

L&T Realty Developers Limited, Project
Office, Shabari Nagar Bellary Road,
Byatarayanapura
Bengaluru Urban 560092.

(Rep. By. Smt. Sujatha H.H, Advocate)

*** * * * ***

JUDGEMENT

1. This complaint is filed by the Complainant Association under section 31 of the RERA Act against the project "Elara Celestia" developed by **L&T Realty Developers Limited**, seeking relief of direction to the promoter for revocation of registration and demolition of commercial buildings.

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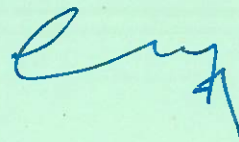
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2. This project has been registered with RERA vide registration No. PRM/KA/RERA/1251/472/PR/100325/007564 valid till 31.03.2030.
3. Said project is situated at Survey no.88/1(P),89/1,89/2,90, 1,92/1,93/1,93/2A,93/2B,93/3,93/4,93/5,94/1,/2,94/3.995/2 ,96/1,96/2,97/1,97/2,97/3,98/1P,98/2,98/3,98/4,99,100/1P, 101/1AP,101/1B1,101/2P,101/3P,102/1P,102/2P,102/3P,103, 104/1P,104/2,104/3,104/4 of Byatarayanapura Village, Yelahanka, Bengaluru Urban.

Brief facts of the complaint are as under: -

4. The complainant is an Apartment Owners Association formed under the Karnataka Apartment Ownership Act, 1972, representing allottees in a residential complex developed by the respondent. The project was marketed and sold as a predominantly residential development with approved plans sanctioned by the BDA and BBMP in 2015-2016. After executing agreements with buyers, the respondent modified the sanctioned development and building plans without obtaining the mandatory 2/3rd consent of the allottees in violation of section 14(2)(ii) of RERA. These changes transformed the residential project into a mixed-use development with commercial office spaces and a large mall, significantly reducing promised amenities and causing hardship to the residents. Despite opposition, the respondent secured registration for a new phase "Elara Celestia" on the same project land through





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misrepresentation and without disclosing the lack of required consent. The complainant is aggrieved by the unauthorized construction, increased strain on infrastructure, environmental impact, and misleading conduct of the respondent. Hence, this complaint.

5. After registration of the complaint, in pursuance of the notice, the respondent has appeared before this Authority through its counsel and has filed statement of objections as under: -
6. The respondent has denied the entire allegations made against them by the complainant as false. It has been urged that the original development plan was sanctioned by the BDA on 18.09.2015 and that the respondent promoter pursuant there to sought for change of development plan and this proposed change was in the deviation of the original plan. According, to the complainant in the absence of obtaining 2/3rd consent of the allottees the modified plan is illegal. The respondent contends that the first approval development plan to the project of the respondent company came to be approved on 18.09.2015 by the BDA under the provisions of the Karnataka Town and Country Planning Act. The BBMP granted building license on 26.05.2016. The agreement to sell was entered into between L & T and one of the purchasers on 19.10.2016. The first modification plan application is dated 28.03.2017. The modification plan came to be approved on 26.12.2017. A fresh BBMP license was issued on 11.09.2018. Section 3 to 9 of the Real Estate (Regulation and

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Development) Act 2016 came into force w.e.f 01.05.2017.

Further, the respondent quoted section 14 of the Act in detail and contended that as per this section the promoter is not expected to make any alterations or additions to the sanctioned plan without the previous consent of atleast 2/3rd of the allottees who had agreed to take apartment in such buildings.

7. It is admitted fact that this requirement of Section 14 became 'law' w.e.f 01.05.2017, whereas the application for change was made by the respondent company herein on 28.03.2017, which was much earlier to the requirement becoming a 'law'. The fact that the application was made earlier before the requirement came into force, takes away the embargo of Section 14 of the Act. In these circumstances, the prerequisite of acquiring 2/3rd consent of the allottees does not arise. The law in this regard, as to whether pending actions stand altered by a new law is explained by Maxwell in 'Interpretation of Statutes'.

"In general, when the law is altered during the pendency of an action, the rights of the parties are decided according to the law as it existed when the action was begun, unless the new statute shows a clear intention to vary such rights".

8. The right vested in an individual cannot be taken away by enactment of a fresh law. The right is vested under the Karnataka Town and Country Planning Act, 1961. Further, with regards to the judgment cited by the complainant of Newtech Promoters & Developers Private Limited vs. State of Uttar

with

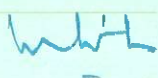
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Pradesh 2021 (18) SCC 1, it is important to note that vide subsequent judgement of the Hon'ble Supreme Court in matter of SEBI V. Rajkumar Nagpal, 2022 SCC Online SC 1119, the Court clarified that, though many judgments of the Court define "retroactivity" to mean laws that destroy or impair vested rights, in real terms, this is the definition of "retrospectivity" or "true retroactivity". "Quasi-retroactivity" or simply "retroactivity" on the other hand is a law that is applicable to an act or transaction that is still underway. Such an act or transaction has not been completed and is in the process of completion. Retroactive laws also apply where the status or character of a thing or situation arose prior to the passage of the law. The application for modification of the sanctioned plan was made by the respondent on 28.03.2017. As noted from the aforesaid list of dates putting forward that Agreement to Sale was executed on 19.10.2016 whereas the Sale Deed was executed on 31.08.2020. In the Agreement to Sale, it is explicitly stated the following: -

The Owner has appointed L&T Realty Limited ("Development Manager"), under a Development Management Agreement dated 25th November 2015 to develop the Schedule A Property, in phases, and to construct thereon residential/commercial/retail/public buildings, as may be decided by the Owner, from time to time. The Owner shall, at its own discretion carry out such development as may be permitted in law, and/or to deal with the balance portion of the Schedule A Property, in the manner the Owner deems fit and appropriate.



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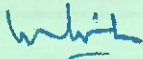
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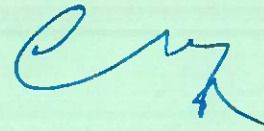
The Development Manager has, in the first phase of development ("Phase 1"), conceived a scheme of development of a residential complex on a portion admeasuring about 30960 sq. mtrs of the Schedule A Property, comprising of several multi-storied buildings/towers, which is more particularly described in the Schedule B hereunder ("the said Property").

9. In the Sale Deed, the following is explicitly stated:

The Vendor has obtained approval of the development plan for the said Larger Land from the Bangalore Development Authority for Work Order Issued vide No. BDA/TPM/DLP 32/2014-15 /2330/ 2015-16, dated 18/9/2015 for Residential & Non-Residential Development and appurtenant basements for parking spaces. Subsequently, the Development Plan have been modified on 26/12/2017 and 2/8/2018.

The Vendor has been in peaceful possession and enjoyment, as the absolute and lawful owner of the balance portion of the said Larger Land i.e., property admeasuring 49.71 acres (equivalent to 2,01,169.49 square meters) hereinafter referred to as the "said Land", and has been duly paying all taxes cess, outgoings and all other public charges and has absolute unfettered right, title and interest in the said Land. The promoter intends to develop, in several phases and clusters, a residential complex on a portion of land admeasuring 1,04, 108.91 square meters (equivalent to 25.72 Acres) out of the said Land (Residential Development Land"), which is more particularly described in the Schedule "B" hereunder. The Topo sketch of the Residential Development Land is enclosed herewith as Annexure "A".





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Apart from the Residential Development, the Vendor shall also be developing commercial office spaces, school etc., ("other Developments") as may be decided by the Vendor at its own discretion, on the Said Land, as future development. The other developments will be done on the remaining land excluding the Residential Development Land.

The Purchaser/s has/have: (i) fully understood the scheme of development on the said Land, (il) scrutinised the title deeds with regard to the said Land, (i) inspected the sanctioned plan/s, specifications and other documents relating to the title of the Residential Development Land and building and (iv) been fully satisfied about the Vendor's title to the Residential Development Land and the sanctioned plan, specifications, constructions and other documents. The Purchaser/s have / has, after being fully explained and made aware about the scheme of development on the Residential Development Land, agreed to purchase, from the Vendor, apartment no. RBTOSF1003 having carpet area of 163.29 square meters (1,757.65 square feet), type 4BHK Grandeur, on 10th Floor in tower/block/ building No. T05 along with 2(TWO) covered parking space/s (ONE TANDEM), undivided pro-rata share in the common areas ("Common Areas") along with an undivided pro-rata share of land admeasuring 34.42 square meters (370.50 square feet) of the Residential Development Land, free from any encumbrances whatsoever, vide an Agreement of Sale dated 19.10.2016, ("said Agreement". The Khatha certificate extract issued and by BBMP Khatha No. dated 239/240/275/88/1,240/276/89/1/298/T-05/TF-1003 09.09.2019 records the name of Vendor as the owner of the said Apartment.



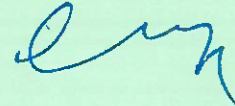
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10. From the plain reading of the aforementioned clauses, it is clear that the complainant i.e. the purchasers were aware of the phase wise development to residential as well as non-residential and same has been executed and consented to, not just once but twice by them by way of assenting to the execution of agreement of sale and sale deed. Further, in Schedule-A of the agreement of sale and construction agreement, the respondent has shown the larger area as 65 Acre 20.5 Guntas, however, in Schedule-B, it is clearly mentioned that the residential area is about 7.65 Acres under Phase-I development. In Schedule-B of the construction agreement, the undivided share and ownership in the land is restricted to 7.65 Acres and further, it is important to note that in Annexure-1 of the construction agreement, the respondent has not shown to the customer that the club house is at the Eastern side. Despite the knowledge since 2016 of phase-wise development to residential and non-residential at the discretion of Owner and from the time of 2017, when the respondent uploaded all the documents on the RERA and its website for public view, the complainant acted in unfair manner to sit on it beyond the reasonable time. The application for modification of the sanctioned plan was made by the respondent promoter on 28-03-2017 and the complainant was filed the complaint after a period of 8 years. Though there is no limitation prescribed under the Act, yet it is settled that every action is to be initiated within a reasonable period. In the





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present case, pursuant to the change in development plan, the respondent took multiple actions and invested nearly Rs.1,600 crores while in 2020, the complainant got the possession and living in the premises. Therefore, at this point of time, after having slept over their rights, the complainant cannot file the complaint in an unfair, abhorrent manner.

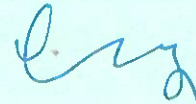
11. The Hon'ble Supreme Court in case of state of Punjab and other. Vs. Bhatinda District Coop. Milk P. Union Ltd., Civil Appeal No. 4808/2007, has observed the following: -

"It is trite that if no period of limitation has been prescribed, statutory authority must exercise its jurisdiction within a reasonable period. What, however, shall be the reasonable period would depend upon the nature of the statute, rights and liabilities thereunder and other relevant factors."

12. In State of Gujarat Vs Patil Raghav Natha & Others., (1969) 2 SCC 187, the Hon'ble Apex Court has enunciated that:

"The question arises whether the Commissioner can revise an order made under Section 65 at any time. It is true that there is no period of limitation prescribed under Section 211, but it seems to us plain that this power must be exercised in reasonable time and the length of the reasonable time must be determined by the facts of the case and the nature of the order which is being revised."

13. It is reiterated that the respondent developed in a phased manner comprising of various blocks and has accordingly obtained the necessary approvals and has registered the project



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with the Hon'ble Authority. The said registered projects are disclosed to all of the Purchasers/Allottees in the definitive documents as executed and entered with them. The respondent has also disclosed the development plan and the sanctioned plan for all registered projects along with necessary approvals to all the purchasers/allottees much before the purchase of the apartment in all of the definitive documents as executed by the respondent in favor of the purchaser/s and that prior to the sale, the respondent has provided all the documents to the purchasers/allottees for their necessary due-diligence exercise. Therefore, it is safe to state that the complainant is well aware of Phase wise development including both residential and non-residential from its inception i.e., from the date of agreement to sale dated 19.10.2016 much prior to RERA. In this regard, it is relevant to produce the explanation given to Section 3 of RERA:-

Explanation to Sec.3 of RERA (Prior registration of real estate project with Real Estate Regulatory Authority): -

For the purpose of this section, where the real estate project is to be developed in phases, every such phase shall be considered a standalone real estate project, and the promoter shall obtain registration under this Act for each phase separately.

Application for registration of real estate projects:-

An authenticated copy of the approvals and commencement certificate from the competent authority obtained in accordance

with

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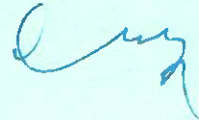
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with the laws as may be applicable for the real estate project mentioned in the application, and where the project is proposed to be developed in phases, an authenticated copy of the approvals and commencement certificate from the competent authority for each of such phases;

14. From the plain reading of explanation, it is clear that any on-going project developed in phases, each phase will be considered as a stand along project and shall be registered as separate project. Further, with reading of Section 14 (2), it is clear that 2/3rd consent of allottees of a project is required only when promoter proposes to modify or alter the sanctioned plan of proposed project. Without prejudice to other contentions and rights, it is most humbly submitted that in the present case, each phase is registered as separate project which upon joint reading of explanation to Section 3 and Section 14(2) clearly means allottees who are affected by the relevant project as registered under RERA would be affected party and their 2/3rd prior consent will be required for any modification or alteration. However, if the modification is related to different project as registered under RERA, then such consent is not relevant and needed. In the instant case, it is not the contention of the complainant that their apartment or the towers of their project as registered under RERA is altered or modified. The contention is modification of development plan issued back in 2015 for both residential and non-residential marking for the purpose of





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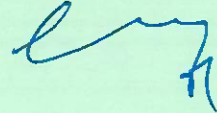
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future development as permitted under the law under the Town and Planning Authority. It is therefore, clear from the explanation given to the Section 3 that each phase will be considered as standalone project as may have been registered under RERA. It is further to be noted that the Deed of Declaration under the provisions of Karnataka Apartment Ownership Act, 1972 and Rules 1974 ("KAOA") on November 2020 under which complainant's assumes its authority to file this complaint, is only in relation to the Phase-I Development, which consists of 1019 apartments in 17 (seventeen) multi-storied towers. Therefore, the present complaint is beyond the locus of the complainant.

15. From the beginning, the complainant has been misguiding this Authority by stating that, the promoter had taken approval from the planning Authority to develop the residential project from entire 65 Acre 20.5 Guntas but has not constructed as per the development plan. The allegations of the complainant are wrong as the promoter neither promised to construct the entire 65 Acres 20.5 Guntas as a residential purpose nor agreed to provide undivided share to the larger extent of 65 Acres 20.5 Guntas. On 18-09-2015, the respondent had procured the Development plan for entire 65 Acre 20.5 Guntas for residential and non-residential purpose for future planned development under the law relating to Town and Country planning for the time being in force and as revised from time to time as





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mentioned under the definition 2 (zh) Planning Area of RERA Act, 2016. Subsequent to Development plan approval, the respondent had procured the building license from B.B.M.P on 26-05-2016 to construct residential towers from 1 to 20 and Club House (Guest House + rooms development), only in the portion of the land measuring to 7.65 Acres. More details of the Building License are as follows: -

- a) Block-2, Tower-1 to 11 consist of 2B. F+G.F+15 U.F &
- b) Tower-12 to 17 consist of 2B. F+G.F+14 U.F for
- c) Block-18, Tower 18 to 20 consist of 2B. F+G.F+14 U.F for Residential Apartment Building and
- d) Block-1C consist of 2B. F+G.F+3 U. F+ Service Floor +3 U.F for Club House;

In the Building License dated 26-05-2016, the Block-1C is meant for the Club House (Guest House & Rooms) for internal use of the respondent and not meant for allottees. The said sanction plans were also uploaded in the portal on 31.07.2017 where it clearly shown as Guest House + Rooms.

16. Subsequent to the procurement of the building License from B.B.M.P on 26-05-2016 for Tower 1 to 20 and for construction of Block-1C Club House, the promoter has procured the Partial Commencement Certificate from B.B.M.P on 09-06-2017 to construct only Tower-1 to 17. Copy of the Commencement certificate is also uploaded to the portal for public view. The RERA Act came into force w.e.f 01-05-2017 and K-RERA Rule notified w.e.f 11-07-2017 and the portal was available only on

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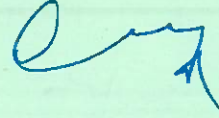
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third week of July 2017 to upload the documents for registration. the respondent has uploaded the documents to K-RERA Web-Portal on 31-07-2017 to register the Cluster-1 (for Tower-3,7,8,10,11,14 & 15) and Cluster-2 (for Tower-1,2,5,6 & 9). The Respondent has filed an application on 23-11-2017 to register Cluster-3(for Tower-4). The respondent has filed an application on 27-09-2018 to register Cluster-4 (for Tower 12, 13, 16 & 17). In all the above towers, the respondent has uploaded the Commencement Certificate dt: 09-06-2017. The above said registration for Towers-1 to 17 (register under K-RERA) and other towers i.e., Towers 19-20 and Club House (Guest House and Rooms) are totally measuring only to 7.65 Acres. During the course of making an application to K-RERA on 31-07-2017, the respondent has uploaded the Development plan for 65 acres 4.5 Guntas, application for modification and proposed Development plan. In the proposed Development plan, it is clearly shown that in the place of the Club house [Block-1C (Guest House + Rooms) and Tower-18-20], the commercial building has been proposed, club house was shown in the western side and residential area was extended to 25 Acres and balance area was shown as future development. The said proposal was provided to the Bengaluru Development Authority and the acknowledgment was shown to that extent to create public awareness and also to the allottees.



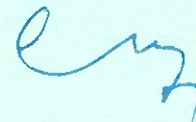
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17. The promoter has registered the project for the said sanction plan under four application i.e., from Tower-1 to 17. The respondent has demarcated the plan and taken the phase wise/cluster wise registration. Neither in the demarcation plan nor in the brochure, the club house was shown at the Eastern side, as the said club house shown in the sanction plan (at the eastern side) is for the purpose of construction of a Guest house and rooms for the internal use of the respondent company. The respondent had procured modification to the development plan from B.D.A on 02-08-2018 and also procured the building license on 11-09-2018. At the time of registration of respective clusters, the respondent has constructed the club house at the western side for the customers as per the modified B.B.M.P sanctioned plan dt:11-09-2018 and commencement certificate dt:05-12-2018 and the same was uploaded to the K-RERA Web-portal while registering the project for cluster-4 vide Reg. No:002204 along with the commencement certificate dt: 09-06-2017. The complainant has taken a contention that, at ref no:17 of Modified development plan dated 26-12-2017, the statement has been made by the respondent to the B.D.A that, "based on the previous development plan granted for both residential and commercial, the application for modification was made to the B.D.A and taken RERA registration based on the said submission". It is true that, at the time of registration for cluster-1, 2 in the month of July 2017 and for cluster-3 in the





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month of November-2017 itself the respondent has uploaded the development plan dt: 18-09-2015 and sanction plan dt:26-05-2016 along with the application for modification of development plan and also proposed development plan to K-RERA Web-portal. The same statement was made to the Bengaluru Development Authority and the same statement was captured in the Ref.17 of Modified Development Plan dated 26.01.2017.

18. In the first instant, the respondent had never taken the building license from B.B.M.P to construct residential towers for entire 65 Acres 20.5 Guntas; to compare to the judgement of the Madras High Court relied upon by the complainant, the promoter had procured the building license to construct the 14 towers and two club houses, wherein 7 towers and one club house was completed under Phase-I and also completed the portion in the Phase-II and moved the club house and constructed additional 2 towers in the place of existing club house in phase-II. In the present case, the respondent was taken initially the building license to construct Tower 1 to 20 and one club house at Block-1C (Guest house +rooms). As stated earlier, the club house is not meant to construct for allottees, the demarcation was made and commencement was only taken for Tower 01 to 17. The respondent has taken the phase wise registration as per the provisions provided under RERA Act. In this situation, the question of violation to sanction

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plan does not arise. Subsequent to Development Plan dated 18-09-2015 for 65 Acre 20.5 Guntas and building license for 7.95 Guntas, the respondent had executed the agreement for sale and construction agreement to the prospective purchasers. Under several Clauses in the said agreements for sale (Clause-I, J, K, L) and construction agreement (Clause iii, Point No:1, II (2), II (3) Point No: VIII (48), Point No: VIII (49), VIII (50), Point No: VIII (52), Point No:53, Point No:X (63). the respondent has disclosed about the intention. In Schedule-A of the agreement of sale and construction agreement, the respondent has shown the larger area as 65 Acre 20.5 Guntas. In Schedule-B, it is clearly mentioned as residential area is about 7.65 Acres under Phase-I development. In Schedule-B of the construction agreement, the Undivided Share and ownership in the land restricted to 7.65 Acres. In Annexure-1 to construction agreement, the respondent has not shown to the customer that the club house at the eastern side. At point No: I of the agreement of sale dated 19-10-2016 i.e., much prior to RERA act came into force, the respondent had expressed its intention and stated that the development in the Schedule-A (65 Acres 20.5 Guntas), in phases and to construct thereon residential/commercial/retail/public buildings, as may be decided by the Owner, from time to time. The owner shall, at its own discretion, carry out such development as may be permitted in law, and/or to deal with the balance portion of the

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Schedule-A property, in the manner, the owner deems fit and appropriate.

19. At point No: J of the said agreement of sale, the respondent clearly stated that, the in the first phase of development (Phase-I) conceived a scheme of development of a residential complex on a portion admeasuring about 30,960 sq.mtr of the Schedule-A property, comprising of several multi-storied buildings/towers, which is particularly described in the Schedule-B property. As the modification taken place to the Development plan dated 18-09-2015, the residential area was increased to 25 Acres, accordingly UDS and ownership in the land was increased from 7.65 Acres to 25 Acres. The respondent has provided the common area, park and open spaces within 25 Acres of land and same extent of land has been handed over to the association under Deed of Declaration. The respondent never promised that the construction will be taken place as per the development plan neither in the agreement for sale nor in the construction agreement. From the beginning, the respondent has stated that, residential will be construction as per Schedule-B (7.65 Acres) out of Schedule-A property (65 Acre 20.5 Guntas) and UDS will also be as per Schedule-C (with respect to 7.65 Acres). The Sanction plan dated 26-05-2016 is also for construction of 7.65 Acres but not for 65 Acres 20.5 Guntas. The promoter also procured the Partial-commencement certificate on 09-06-2017 to construct

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Block-2 (Tower-1 to 17).It is pertinent to highlight before the Learned Authority that while the instant matter was in final stages of arguments. In the utter disregard of pendency of proceedings, the complainant vide its letter dated 19.07.2025 asked the respondent to add few more structures viz. outdoor sports activity and temple which would definitely lead to modifications in the sanctioned plan. It is relevant to state herein without prejudice to their contentions that at one instance the complainant aggrieved of alleged change in plan but at another instance, writing to the respondent to introduce new structures with definite change in sanctioned plan. Hence, prayed to dismiss this complaint.

20. The complainant Association has submitted written submission and reply to the additional contentions of respondent as under: -

During the year 2015-16, the respondent marketed the present project as a residential township having several amenities and facilities. It was also represented to the prospective purchasers that the project would have a tranquil space for residents and would also have vast areas as parks and open spaces with a massive clubhouse which would be accessible to all the residents along with the necessary infrastructure including wide two-way roads. Pursuant to the said marketing pitch of respondent, the complainant was shown a development plan dated 18.09.2015 which consisted of 2,40,117.47 sq. mtrs of

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residential development which roughly translates to about 59 acres of residential development and 25,000 sq. mtrs of commercial development which roughly translates to 6.17 acres. The total area of the project or the township was shown to be 64 acres and 0.5 Guntas. Taken in by the representations made as to the scale of the project and the marketing material given by the respondent, members of the complainant went ahead and booked several residential apartments in the said township only to find out later that they have been hoodwinked. The residents are now left with a development which is predominantly commercial in nature with the residential development nestled in the middle of all the commercial development as a result of the illegal modifications to the sanctioned plans, which is completely against the letter and spirit of RERA. After many attempts by the residents to pursue legal remedy were opposed by the respondent developer on technical grounds including threat of being sued for defamation and damages, the complainant is finally before this Hon'ble Authority after the Association was formed and it was resolved by the Complainant Association in a Special General Body Meeting to initiate legal action on behalf of its members, which Association was facilitated to be formed by the respondent on 25-06-2023. The project was originally known as L&T North Star and the same was originally marketed as a township which was predominantly residential in nature as indicated in the

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developmental plan dated 18.09.2015. It is also forthcoming from the documents relied upon by the respondent which were filed on 18.07.2025 along with other submissions that the allotment letter issued along with each of the allottees categorically records that all allottees have inspected the development plan. This establishes that the original pitch for the entire township was that it would be predominantly residential.

21. As is evident from the reading of the definition of Common Areas, all internal roads, parks, commercial establishments are all within the definition of Common Areas. Therefore, if there is an internal road within the township, the same shall form part of the common area for every phase of the township irrespective of where the said road is located. Another example of the same is the clubhouse. If a clubhouse is shown to be a single one for the entire township then the same constitutes a common area for the entire township irrespective of which phase or portion the clubhouse is situated in. Rationality of the same in the wisdom of the legislature appears to be that if an area is marketed as common to the entire township, thereafter it cannot be changed by either shifting it, upgrading it or downgrading it. Therefore, the legislature in its wisdom has included all community and commercial facilities and all other portion of the project necessary or convenient for its maintenance and safety in common use within the fold of the

which



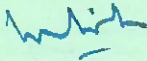
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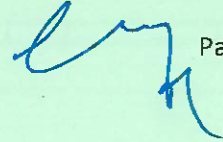
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definition of common areas. Therefore, merely because a particular road or community facility is not a part of a phase, the respondent cannot claim that it is not a common area. For instance, if there are project with multiple phases and a particular road which grants access to a particular phase is shown differently in the developmental plan, the same cannot be shifted without 2/3rd consent of the owners of all phases since it is a change in the Common Area. In the meanwhile, on 19.04.2017, the Real Estate Regulation and Development Act, 2016 came to force with effect from 01.05.2017. All the balance provisions not a part of earlier notification dated 27.04.2016 came into force. In the present case, the fundamental spirit of the township itself has undergone a sea change and various common areas like roads, clubhouse, number of parking spaces etc. have been drastically changed after modification of the sanctioned plans and after registration of the project in phases and disclosure of the development plan, without obtaining 2/3rd consent as mandated under the Act. In fact, in another complaint filed by an individual as regards the same this Hon'ble authority has observed that 2/3rd consent is not forthcoming.

22. In fact, the manner in which the modified plan sanction has been obtained by the respondent also appears to be through dishonest means which became clear after respondent filed its statement of objections in the present complaint. Typically,





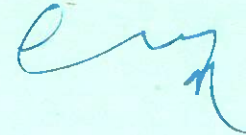
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once a project is registered and a developmental plan is required to be uploaded only a sanctioned plan or developmental plan is uploaded. There is no option under RERA to register a proposed modification beforehand. It is only once a plan is legally modified by the appropriate authority, that the same can be uploaded under RERA. From the documents filed by the respondent it is forthcoming that the cluster I was registered on 14.10.2017, consisting of towers 3,7,8,10,11,14 and 15 and while registering this cluster, the Respondents ought to have disclosed the developmental plan dated 18.09.2015 since as on that date no modification was granted by the Bangalore Development Authority. It is the highly unbelievable case of respondent that they obtained the modified developmental plan for the first time changing the usage of land to 1,18,822 sq. mtrs as residential and 1,46,294.95 sq. mtrs as commercial. This was a drastic change introduced in the modification dated 26.12.2017 wherein, the fire station and school were removed, the clubhouse was shifted and downgraded, parks and open spaces converted to an electrical substation and many changes in the internal roads were made. For the first time a massive mall was introduced right in the middle of the residential project drastically changing the nature and usage of the township and affecting the people at large. It is interesting to note that the Respondent claims that they made an application for modification of the development plan on

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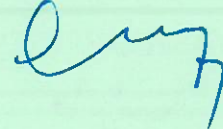
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28.03.2017 however, no document or acknowledgment to establish the same has been produced by the Respondent. The only thing produced by the Respondent is the application dated 29.07.2017 which is acknowledged by the B.D.A. as an application without any supporting documents. In addition, on perusal of the modified plan sanction dated 26.12.2017 would categorically establish that at page number 6 of the said sanction the Respondent has misrepresented and obtained the modification by fraudulent means. The Respondent has misrepresented to BDA that they have already registered the project earmarking an area of 118822.52 sq. mtrs for residential development and 146294.95 sq. mtrs for commercial, before the real estate authority and has sought modification approval from the BDA to that same extent. This is a blatant misrepresentation since it is only after the BDA accorded modification can the same be registered by this Authority and not the other way around. It is impossible for this Authority to register a project based on a notional plan. In view of the above it is submitted that firstly after the Act came into force, there was a statutory requirement to obtain 2/3rd consent before proceeding for modification of the plan. In any case after the Act came into force even if the plan for modification was sought for, the same does not do away with the requirement of obtaining the 2/3rd consent.





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23. The developmental plan could not have been modified on 26.12.2017 and on 02.08.2018 without 2/3rd consent of all allottees who had agreed to take an apartment in the project as on the date of the proposed modification. Even assuming for the sake of argument that an application for modification was filed on 28.03.2017, the same does not constitute a vested right on part of the respondent. The modifications dated 27.12.2017 and 02.08.2018 obtained for the development plan without the statutory pre-requisite of 2/3rd consent are bad in law and the said modifications have to be cancelled forthwith and the commercial constructions made in furtherance thereof, have to be dealt with as per law. Once RERA came into force it applies to the Respondent as it applies to the complainant and any violation of the said enactment will have a result of attracting penalties under Section 59 and other provisions of the Act. In addition, thereto, this Authority also has the power to notify the BDA about the modified plan sanctions being obtained through misrepresentation and illicit means and also in violation of the statutory requirement under Section 14 of the Act thereby calling upon the BDA to cancel the said modifications and take action as per law. The modified environmental sanction obtained by the respondent from SEIAA as on 27.08.2018 is subsequent to the Act coming into force and as such the application for the same is evidently made after the Act came into force and the definition of sanctioned plan in Section 2 (zq)





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also includes environment permission. There can be no acquiescence since many home owners have raised their voice in the past to be met with the highhanded resistance by the Respondent and there is no question of estoppel being applicable here at all. It is unknown when there was an express promise made by any member of the complainant that they will not take any action against the Respondent for statutory violation. Even assuming that such promises made the same in unenforceable in law since there cannot be promissory estoppel under statutory violations. A simple example would be that if a person is polluting a lake and the neighbours have been quite for some elongated period of time that does not by itself estop the neighbours from filing a complaint after passage of many years since polluting a lake is a statutory violation under the Water Act. Similarly, a violation of section 14 of RERA is a statutory violation and the principles of acquiescence and estoppel not applicable at all for statutory violations. Hence, prayed to allow the complaint.

24. The complainant in support of its claim has produced / uploaded documents such as copies of Table of sanctioned and modification plan details, agreement of sale and construction agreement both dated 19.10.2016, BDA acknowledgement dated 29.07.2017, development plan dated 18.09.2015, modified development plan, NOC of SEIAA dated 24.08.2015,

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06.07.2019, letter by the association dated 27.12.2024 and online articles.

25. In support of his defence, the respondent has submitted documents such as copies of BDA order dated 18.09.2015, license dated 26.05.2016, agreement of sale and construction agreement both dated 19.10.2016, BDA acknowledgement dated 29.07.2017, modification plan order dated 26.12.2017, plan sanction dated 11.09.2018, partial occupancy certificate dated 21.08.2019, sale deed dated 31.08.2020 and building license dated 04.03.2025.

26. Hearings of this matter were conducted on 23.06.2025, 02.07.2025, 11.07.2025 and 18.07.2025.

27. Heard Arguments of both the parties and both have submitted their written arguments.

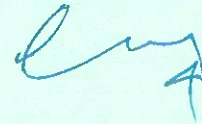
28. **On the above averments, the following points would arise for our consideration: -**

1. Whether the Association is entitled for the reliefs claimed?
2. What order?

29. **Our answer to the above points is as under: -**

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





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REASONS

30. **Our answer to Point No.1:** -The complainant which is Apartment Owners Association has approached this forum seeking relief of direction against the respondent for revocation of registration and demolition of commercial buildings.
31. The grounds urged are that the project 'Elara Celestia' was marketed and sold as a predominantly residential development with approved plans sanctioned by the BDA and BBMP in the year 2015-16. After executing agreements of sale with home buyers, the respondent had modified the original sanctioned development and building plans without obtaining the mandatory 2/3rd consent of the allottees. The respondent modified the residential project into a mixed used development with commercial office spaces and large mall consequently reduced promised amenities and causing hardship to the residents of the said project. These being the facts, despite opposition the respondent secured registration for a new phase 'Elara Celestia' on the same project land through misrepresentation and without 2/3rd consent of the allottees.
32. On the other hand, contention of the respondent is that, original development plan was sanctioned by the BDA on 18.09.2015 and thereafter respondent sought for change of development plan and said proposed change was in the deviation of the original plan. Further, the 1st approval development plan to the project came to be approved on 18.09.2015 and BBMP granted building license

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on 26.05.2016. The agreement to sell was entered into between L&T and one of the purchasers on 19.10.2016. The 1st modification plan application is dated 28.03.2017 and the modification plan came to be approved on 26.12.2017. A fresh BBMP license was issued on 11.09.2018. Hence, 2/3rd consent of allottees for modification in the plan is not at all required.

33. The sole grievance of the complainant association is that the respondent had modified the original sanctioned development and building plans without obtaining mandatory 2/3rd consent of the allottees and changed the residential project into a mixed-use development with commercial office spaces and a large mall. Due to this they are deprived of enjoying their promised amenities as it is significantly reduced. In support of their claim the complainant association has furnished copies of sanctioned and modification plan details, agreement of sale and construction both dated 19.10.2016, BDA acknowledgement dated 29.07.2017, development plan dated 18.09.2015, modified development plan, NOC of SEIAA dated 24.08.2015 and 06.07.2019.

34. The respondent has also furnished copies of several documents in support of his defence such as BDA order dated 18.09.2015, license dated 26.05.2016, agreement of sale and construction both dated 19.10.2016, BDA acknowledgement dated 29.07.2017, modification plan order dated 16.12.2017, plan sanction dated 11.09.2018, partial occupancy certificate dated

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21.08.2019, building license dated 04.03.2025 and sale deed dated 31.08.2020.

35. It is pertinent to note that with regard to obtaining 2/3rd consent of the allottees for any deviation or modification the respondent has furnished copies of modification plan order dated 26.12.2017 which goes to show that the application for modification was submitted before BDA on 28.03.2017. Further, the said modified plan order clearly goes to show that the respondent L&T Construction Equipment Ltd., has shown the larger area as 65 acres 20.50 gunta. Out of which it is clearly mentioned that the residential area is about 7.65 acres under phase 1 development.
36. The agreement of sale is a key instrument which binds the parties in a contractual relation so as to be properly enforced in accordance with law, and hence, it is necessary that it shall be free from any ambiguity and vagueness.
37. The copy of agreement of sale dated 19.10.2016 in clause 1 at page No.3 it is clearly mentioned that the respondent has appointed L&T Reality Limited to develop the schedule A property in phases and to construct there on residential/commercial/retail/public buildings from time to time and the owner shall at its own discretion carryout such development as per law and/ to deal with the remaining portion of the schedule A property in the manner the respondent deems fit and appropriate. In clause J of the said document it is clearly mentioned that phase 1 conceived a scheme of development of

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residential complex on a portion admeasuring about 3090 sq mtrs of the schedule A property. In clause K of the said document it is clearly mentioned that the promoter had procured the development plan of BDA on 18.09.2015 for mixed used development and appurtenant basements for parking spaces. In clause L of the said agreement of sale it is clearly mentioned that for the purpose of marketing, branding and promotion the residential complex has been named 'L & T Realty Raintree Boulevard'. In clause M of the said agreement it is clearly mentioned that the respondent had obtained the building plan sanction for residential towers from BBMP in the year 2015 and 2016. Accordingly, at clause iii of construction agreement dated 19.10.2016 it is clearly mentioned that the schedule A property in phase and to construct thereon residential/commercial/retail/public building. The L & T Realty Limited has conceived a scheme for development of a residential complex 'L & T Realty Raintree Boulevard'. The 1st phase shall be on a portion of the said property, admeasuring 30959.43 sq.mtr comprising several towers/buildings. Clause iv clause 4 of said document clearly states that the developer has obtained the approval for the development of portion of the said property. Further, in clause 2 of construction agreement it is clearly mentioned as in the event of any violation/change/alterations/modifications being necessitated due to structural, technical improvement or other reasons it shall be open to the developer to make such alterations or

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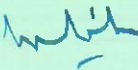
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changes to the extent permissible under the development control rules with approval by the appropriate authorities. At clause VIII and point No.48 it is clearly mentioned that the developer shall have the absolute right to undertake commercial development on the said property as per the approved plans and the ownership of such commercial shall continue to be retained by the developer in full or in part. Further, the developer shall have absolute right to change the design, nature and usage of the commercial space subject to obtaining necessary statutory approvals as required. At clause VIII para No.49 it is mentioned that during the development of the project the developer is entitled to modify/amend the development plans (approvals) /layout for revisions add-delete or modify any structure etc., from time to time with the approval of competent authorities. The same shall not prejudice the rights of the home buyers to the apartment layout as disclosed at the time of the sale and agreed by the purchaser. Likewise, it is clearly mentioned that the developer shall have the right to develop/use the township common area and amenities and shall be free to carryout such construction commercial/residential or as may be deemed fit by the developer and the purchaser agrees not to obstruct or cause hinderances or raise any objections at any time for the same.

38. In the light of the above rights and liberties kept open the respondent had filed an application for modification of development plan on 28.03.2017 i.e. much prior to enforcement of RERA Act and Rules. In addition, the respondent had executed



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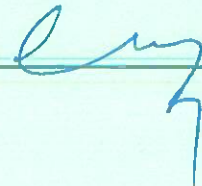
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agreement of sale and construction agreement both dated 19.10.2016 with aforesaid terms and conditions in favour of purchaser. Admittedly, the respondent had filed an application to register the said project 'L & T Realty Raintree Boulevard' on 31.07.2017 and procured the registration on 14.10.2017.

39. It is pertinent to note that in the copy of sale deed dated 31.08.2020 the respondent has clearly stated that he had formulated the scheme for development of the said larger land in several phase by constructing thereon residential/commercial/retail/public building as may be decided by the respondent as its own discretion and he had obtained approval of the development plan for the larger land from BDA on 18.09.2015 for residential and non-residential development. Subsequently, the respondent had modified the plan. Therefore, ongoing through entire recitals of agreement of sale, construction agreement and sale deed it is crystal clear that the respondent had reserved his right for development of the construction in several phases i.e. a residential complex on portion of land admeasuring to 25.72 out of 67 and odd Guntas.

40. Further, in Schedule-B, it is clearly mentioned as residential area is about 7.65 Acres under Phase-I development. In Schedule-B of the construction agreement, the Undivided Share and ownership in the land restricted to 7.65 Acres. The Sanction plan dated 26-05-2016 is also for construction of 7.65 Acres, but not for 65 Acres 20.5 Guntas.

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41. Accordingly, he initiated to develop commercial office spaces, mall etc., Further, it is to be noted he has initiated the said development plan and buildings with the approvals and NOC's from the competent authorities. It is apparent from the copy of building license that the respondent had procured the separate building license BBMP on 04.03.2025 to develop the residential project 'Elara Celestia' in the remaining portion of the large property and register the same before this Authority on 10.03.2025 as a separate standalone project.
42. At this juncture, our attention is drawn towards the decision of Hon'ble Appellate Tribunal in Appeal No.17/2024 at para No.38 it is held that if the registered agreement for sale itself permits certain modifications or alterations and allottees have consented to such terms in advance then the promoter's action in making such modifications is not violative of section 14(2)(ii) of the Act. The requirement of consent of 2/3rd allottees arises only when there is an alteration beyond what was mutually agreed in the contract. In other words, when the change is within the scope of the agreement, the allottees cannot later invoke section 14(2)(ii) to insist upon 2/3rd consent.
43. The parties herein are allottees and promoter who are signatories to all the aforesaid documents and both are required to adhere to the terms and conditions of the said deeds. Hence, question of revocation of registration of the project 'Elara Celesta' does not arise at all.



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44. Now coming to the aspect of another prayer of complainant association with regard to demolition of commercial buildings, contention of the complainant is that the respondent had modified and transformed the residential project into a mixed used development with commercial office spaces and large mall which is significantly reduced their promised amenities and causing hardship to the residents. According to them the respondent had made unauthorised construction.
45. At this juncture, our attention is drawn towards the decision of Hon'ble Appellate Tribunal in Appeal No.17/2024 at para No.22 it is held that as per sections 31 to 35 of RERA Act, this Authority is empowered to enquire into the complaints, issue directions and impose penalties. Sec.38 allows the Authority to issue directions for ensuring compliance with the Act. Sec.40 enables recovery of penalty or compensation as arrears of the Land Revenue. Now it is clear that, this Authority has no power to order/direct demolish of the structure/buildings. In the decision of Hon'ble High Court of Punjab & Hariyanaat Chandigarh in the case of Praveen Gambhir and others Vs. Union of India and others (CWP No.23526 of 2021) Neutral Citation No.2025 PHHC;046651-DB. In the said decision it was held as under:

"In so far the vested of powers of demolition in the RERA authorities are concerned, this court has drawn a conclusion that no such power of demolition becomes vested in the RERA Authorities. However, the said power

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of demolition in respect of the constructions deviating from the sanctioned plans, may become vested either in the commissioner of the Municipal Corporation concerned, or with the Town and Country Planning Department concerned."

46. Therefore, the jurisdiction of this Authority is limited to regulation and adjudication. It cannot assume the powers vested in Municipal Corporation or Town and Country Planning Department. Hence, demolition of commercial buildings does not come under the purview of this Authority.

47. The learned counsel for the complainant association has relied upon the following decisions:

1. Pioneer Urban Land and Infrastructure Limited V Geetu Gidwani Verma and Another passed on 02.04.2019 decided by the Hon'ble Supreme Court in which it is held that buyer cannot be compelled to take delivery of flat when there is delay in delivery of possession by builder.
2. Chennai Hiranandani Welfare Association V The Secretary, Housing and Development Department, State of Tamil Nadu passed on 08.04.2025 decided by the Hon'ble Madras High Court in which it is held that a change of use or conversion is impermissible and such change in the planning approval can be effected only after all the co-owners provide NOC.
3. Newtech promoters and Developers Private Limited V. State of Uttar Pradesh and Others passed on 11.11.2021 decided

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by The Hon'ble Supreme Court of India in which it is held regarding registration of projects, refund of amount jurisdiction of Authority and AO.

4. Wing Commander Arifur Rahman Khan and Aleya Sultana and Others V. DLF Southern Homes Private Limited passed on 24.08.2020 decide by Supreme Court of India in which it is held regarding compensation for delay.
5. Godrej Projects Development Ltd. V Anil Karlekar and Others passed on 03.02.2025 decided by the Hon'ble Supreme Court of India in which it is held regarding consumer protection-services, cancellation of allotment-forfeiture earnest money, unfair contract, etc.,
48. Perused the aforesaid judgments. The principles laid down in the said judgments are not applicable to the present case on hand as the facts and circumstances are entirely different. In the present case the complainant association has sought for the reliefs of revocation of registration of project 'Elara Celesta' and demolition of commercial buildings.
49. Having regard to all these aspects, we are of the considered view that the complainant association is not entitled for the reliefs claimed. Accordingly, the point raised above is answered in the Negative.
50. 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

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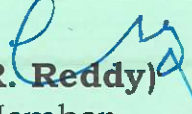
multiple adjournments sought by advocates/parties and other procedural reasons.

51. **Our answer to Point No.2:-**In view of the above discussion, this complaint deserves to be dismissed. Accordingly, 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. **00772/2025** is hereby dismissed.

No order as to costs.


(G.R. Reddy)
Member
K-RERA


(Rakesh Singh)
Chairman
K-RERA