



10<sup>th</sup> November 2025

Ref No.: SUGRUHA/President/2025-26/OS-401/0005

Dear Apartment owners of South City,

Namaskar.

We received very encouraging and positive response from our Apartment Owners and residents to our first communication dated 4<sup>th</sup> November 2025, Ref No.: SUGRUHA/President/2025-26/OS-401/0004.

This communication is a sequel to the first one. We now share more relevant information with our Apartment Owners and residents.

These communications are only intended to help clarify the doubts in the minds of every Apartment Owner in South City – by sharing with them relevant information.

As preparation, we wish for you to understand the following important terms:

- **Deed of Declaration (DoD)**: A Deed of Declaration under the Karnataka Apartment Ownership Act (KAOA), 1972 is a legal document created by Owners (before the sale of the first apartment, the Developers are the Owners, after which it is the apartment Owners who become the Owners. The Developers are the owners of unsold apartments) to submit an apartment project to the Act's provisions. It contains detailed information about the entire property, including all apartments, common areas like lifts and gyms etc., the ownership scheme with each apartment's undivided share (UDS), and the building's approved plans. This declaration makes individual apartments heritable and transferable property and legally registers the project's ownership structure. The key aspects of a DoD are as follows:

- **Mandatory registration**: The DoD must be registered with the sub-registrar to bring the property under the KAOA, 1972, giving legal status to the apartments.
- **Comprehensive property details**: It provides a full description of the property, including the building itself and all its individual apartments, and all common amenities.
- **Legal framework**: It establishes the ownership scheme, detailing the undivided share of common areas associated with each apartment and outlining the rights and responsibilities of owners.

- **Associated documents:** Along with the DoD, the bye-laws of the association of owners and the approved building plans are also registered.
- **Purpose and Legal Effect:** The primary purpose is to enable the legal sale of individual apartments as heritable and transferable property, while also providing a clear title and a framework for managing the property.
  - ✓ **Establishes Condominium Ownership:** The DoD is the foundational document for creating a condominium complex under KAOA, allowing individual apartments to be treated as separate parcels of immovable property that can be sold, mortgaged, or inherited.
  - ✓ **Defines Rights and Obligations:** It outlines the precise rights, privileges, and obligations of each apartment owner, including their undivided interest (percentage share) in the common areas and facilities (such as the land, foundations, lobbies, lifts, gardens, etc.).
  - ✓ **Governs Management:** The declaration, along with the true copy of the apartment owners association's (AoA) bye-laws, provides the administrative rules for the management and maintenance of the property.
  - ✓ **Ensures Transparency and Clear Title:** Registering the DoD helps ensure a clear title for the apartment owners, as subsequent encumbrances (charges or liabilities) cannot generally arise against the entire property, only against individual apartments.
- **Defines common expenses:** The deed is instrumental in defining and allocating common expenses among apartment owners.
- **Registration and Filing:**
  - ✓ The DoD, all amendments, a set of verified floor plans and the Bye-laws must be executed and registered with the Sub-Registrar's office. A true copy must also be submitted in the office of the "competent authority" (Registrar of Co-operative Societies).
  - ✓ SUGRUHA HAS DULY COMPLIED WITH ALL THE ABOVE REQUIREMENTS.
  - ✓ THE REGISTERED DoD and BYE-LAWS CAN BE OBTAINED FROM THE SUB-REGISTRAR's OFFICE BY MAKING AN APPLICATION AND PAYMENT OF THE REQUIRED FEE.
  - ✓ Registration of the DoD with the sub-registrar gives legal status to SUGRUHA.
- **Byelaws of an Apartment Owners Association:** Under the Karnataka Apartment Ownership Act (KAOA) 1972, Bye-laws are the internal rules governing the administration and management of an apartment complex. They are formulated by the AoA and must be included with the DoD. These Bye-laws cover aspects like member responsibilities, the structure of the management, financial rules for maintenance fees, how meetings are conducted, and the use of common areas. The Key areas covered by bye-laws under KAOA 1972 are:
  - **Administration and governance:** They establish the rules for running the property, including the designation and removal of maintenance personnel and the process for adopting and amending administrative rules.
  - **Membership and management:** Bye-laws define the criteria for membership, outline the roles of office-bearers like the president and secretary, and detail the procedures for electing them.

- **Financial management:** They specify how maintenance fees and other charges are collected and used, including rules for auditing.
- **Meetings and decision-making:** The Bye-laws set the procedures for holding general body meetings, including the percentage of votes required to pass resolutions or amend the bylaws themselves.
- **Use of property:** They regulate the use of both individual apartments and the common areas and facilities, such as parking, gardens, swimming pools, lifts etc.
- **Un-Divided Share (UDS):** Under KAOA, 1972, an **Undivided Share (UDS)** is the proportionate ownership of the land and common areas that each apartment owner holds in a multi-unit development. This UDS is a share of the total land on which the building is situated and the common areas like corridors, staircases, and gardens are based. It is a crucial element of ownership that grants rights to the land and its appreciation, and it is typically transferred with the apartment. Key aspects of UDS under the KAOA 1972 are:
  - **Proportionate ownership:** Each apartment owner has full ownership of their individual unit and a proportionate, "undivided" share of the common land and facilities.
  - **Transferability:** The UDS is transferred automatically with the sale of the apartment. A separate sale deed is registered to transfer this share along with the apartment.
  - **Common expenses and profits:** The UDS is used to calculate how common expenses are shared among owners and how common profits are distributed.
  - **Securing a mortgage:** The UDS allows an apartment owner to use their property as collateral to obtain a mortgage from a bank.
  - **Significance for redevelopment:** The UDS is important for redevelopment. It gives owners a share in the land's value and affects their bargaining power with builders for future projects.
  - **Calculation:** The UDS is calculated as a fraction or percentage. The sum of UDS of all apartments should add up to 100%. A common formula is:
    - ✓ Super Built up Area of an Apartment = SBA in sq ft.
    - ✓ Total Super Built up Area of all Apartments = TSBA in sq ft.
    - ✓ Total Land Area = TLA in sq ft.
      - TLA used by L&T for B and C clusters = 34 acres = approx. 14,81,000 sq. ft.
      - TLA used by L&T for D and C clusters = 22 acres = approx. 9,58,320 sq. ft.
    - ✓  $UDS = (SBA \times TLA) / (TSBA)$
    - ✓ Sum of UDS of all 1998 apartments in South City (approx.) = 66%
- **In the case of South City, this is what L&T has done:**
  - ✓ For B1, B2, B3, B4, B5, B6, B7, B8, B9, B10 and C1, C2, C3:
    - Total Land Area (TLA) used to calculate UDS = TLA = 34 acres = approx. 14,81,000 sq. ft.
  - ✓ For allocating UDS to D1, D2, D3 and A1, A2, this is what L&T did:
    - The sum of the UDS (area and not %) for all blocks C1 ~ C3 and B1 ~ B10 was calculated = X sq. ft.
    - Because of relinquishments of land (mango park, road in front of Gate1, Gate2, Gate3 etc.) by L&T (done without informing apartment owners), developable land area left for D-cluster and A-cluster = 22 acres = approx. 9,58,320 sq. ft.

- Total land Area (TLA1) used by L&T to calculate the UDS for D-cluster and A-cluster =  $TLA1 = (9,58,320 - X)$  sq. ft.
- **Competent Authority:** A competent authority is any person, organization, or government body with the legal power to make decisions or take official actions within a specific area, such as a government agency, a regulatory body, or a specific official like the Speaker of a legislative house.
  - **Under the KAOA, 1972:** The competent authority under the Karnataka Apartment Ownership Act (KAOA) is the Registrar of Cooperative Societies.
  - BECAUSE KAOA 1972 WAS PROMULGATED TO ENCOURAGE SELF-GOVERNANCE, the Registrar of Cooperative Societies has not been given any powers of governance or enforcement with respect to KAOA, 1972, except to be a CUSTODIAN OF DOCUMENTS.
- **Karnataka Apartment Owners Act 1972 (KAOA 1972):** This is a state law that provides the legal framework for the ownership, management, and administration of apartments in Karnataka. It allows individual ownership of an apartment while establishing joint ownership of common areas and facilities and mandates the formation of an AoA to govern the property. The Act is crucial for regulating apartment living, defining the rights and responsibilities of owners and associations, and simplifying processes like property registration and transfers. The key aspects of KAOA 1972 are:
  - This Act was promulgated to encourage SELF-GOVERNANCE by Apartment Owners, of their individual ownership and joint ownership of common areas, common facilities and common assets.
  - Rules of this Act: The Karnataka Apartment Owners Rules, KAOR, 1974
  - Every AoA establishes its own governance structure through:
    - ✓ Deed of Declaration (DoD).
    - ✓ Bye-laws.
  - The KAOA 1972 requires "sole owner" OR "all of the owners" to sign the DoD and Bye-laws.
    - ✓ These two conditions were easy to implement in 1972, because there were no apartment complexes larger than a few tens of apartments.
    - ✓ Today these two conditions have become impractical and unimplementable. These impractical conditions in KAOA 1972, which are a challenge in registering AoA have been identified and fully remedied in the Real Estate (Regulation and Development) Act 2016.
    - ✓ But because South City was developed prior to 2016, it does not come under the jurisdiction of Real Estate Regulatory Authority (RERA). Under RERA, the requirement for an AoA is that 2/3<sup>rd</sup> of total apartment owners should join the AoA.
    - ✓ Furthermore, SUGRUHA and its members have tirelessly worked with the State Government authorities to suggest amendments to KAOA, 1972. The amendments in KAOA, 1972 are expected to remedy such impractical conditions and be on similar lines to the Real Estate (Regulation and Development) Act of 2016.
  - KAOA, 1972 DOES NOT PROVIDE FOR OFFICIAL REGISTRATION CERTIFICATE TO BE ISSUED.
    - ✓ Hence AoA in the entire state of Karnataka are not issued an official registration certificate.

- ✓ Therefore, the issuance of an official registration certificate or the lack of it is not a criterion to establish the legal existence of your SUGRUHA.
- ✓ **Registration of the SUGRUHA DoD and Bye-laws with the sub-registrar established the legal status of SUGRUHA.**
- ✓ In the case of SUGRUHA, the Registrar of Cooperative Societies have issued an acknowledgement letter of having received our submission of DoD, Bye-laws and individual submissions of Form B by each registered apartment owner.
- **Individual and joint ownership:** Owners hold individual title to their apartments, along with a proportional ownership stake in the common areas like the land, corridors, and elevators etc.
- **Apartment owners' associations (AoA):** The act requires the formation of an AoA to manage and maintain the property's common areas and facilities.
  - ✓ **L&T FAILED TO FORM AN AoA FROM 1996 ~ 2009. It was due to this failure that SUGRUHA was formed.**
- **Deed of Declaration (DoD):** A Deed of Declaration is filed to submit the property to the act's provisions, and a Deed of Apartment is executed for each unit, which must be registered.
  - ✓ **FROM 1996 ~ TILL DATE, L&T HAS NOT EVEN PROPOSED A DRAFT DoD.**
- **Common expenses:** The act outlines how common profits and expenses are to be shared among the apartment owners.
- **Regulatory framework:** It provides the legal foundation for property management, dispute resolution between owners, and the registration of apartments with authorities.
- **Governing apartment living:** The act is particularly relevant in urban areas like Bengaluru, where apartment living is prevalent, to ensure clarity and legal protection for residents.

Hopefully you should now have a good grasp of the factors that are critical to each of our individual and collective ownership in South City and our property rights.

**Allow us to now share some pertinent milestones of the past that will enhance your ability to apply your own mind and judge the ground reality as it exists today:**

1. The KAOA, 1972 requirement that "sole owner" OR "all of the owners" sign the DoD and the Bye-laws:
  - a. The only time this was possible was before L&T sold the first apartment. If they had filed a DoD and Bye-laws prior to the first sale, then the condition of "sole owner" – as mandated by KAOA, 1972 would have been fulfilled.
  - b. Because the "sole owner" condition was missed – to subsequently form an AoA requires adherence with the second condition – which stipulates that "all of the owners" should sign the DoD and the Bye-laws. This is impractical for the following reasons:
    - i. Projects such as South City are completed over a period and apartments get sold over this period. In case of South City, the project took well over 15 years to complete.
    - ii. Therefore, the Sub-Registrar's office accepts an initial set of apartment owners to file a DoD and Bye-laws, and a true copy of which is also submitted with the Registrar of Cooperative Societies.

- iii. As more apartments are sold and more owners join the AoA, the AoA files supplementary DoD and Bye-laws to get these set of new owners registered. This process is fully legal and compliant.
- iv. SUGRUHA has filed 13 supplementary applications. This is an ongoing process.
- v. **As of date, 1411 apartments owners of South City out of a total of 1998 apartments are duly registered members of SUGRUHA.** That is ~71% of all owners.

2. Why has L&T not been able to form an AoA at South City:

- a. They did not file a DoD. This is because:
  - i. Once a DoD has been filed, it cannot be changed without the consent of all Apartment Owners. L&T did not file a DoD to retain their flexibility to continuously change (which they did) the project specifications – such as: Total Land Area (changed from 34 acres → 22 acres); built-up area (they dropped the plan to build 7 additional floors in D-cluster and they dropped the plan to build the A3 block); buying additional Floor Space Area from Shri Ranka from the unutilized FSA of the bungalow area by using our deposit money.
  - ii. Apartment owners were unwilling to accept that L&T has no more liabilities to South City Apartment Owners and hence will allow no such statements to be included in any proposed DoD.
  - iii. Sale by L&T, of already relinquished land area, to apartment owners (as reflected in our Sale Deeds) was illegal.
  - iv. **The subsequent adverse impact on the property rights of Owners – that the sum of the UDS does not add up to 100% is a problem that the Owners cannot resolve. This is a problem for L&T to resolve.**
- b. In 2004, Shri Ranka sent a formal letter (available in our files) to the Owners of B1, B5, C3 offering them the following:
  - i. They will be charged a Monthly Maintenance Charge of ₹0.40 per sq. ft forever – with no increase for life (only for these 3 blocks).
  - ii. In return these Owners were asked to declare that they will not have “any claim on any issues with the Developers (i.e. L&T and Shri Ranka), in the past, present and future.”
  - iii. L&T and Shri Ranka are “free to use the Corpus funds” as they deem fit. L&T also has the freedom to charge the future apartment owners whatever maintenance charges they decide, and this can’t be questioned by the owners.
  - iv. The Owners of B1, B5 and C3 summarily rejected this mischievous offer.
- 3. As early as 2002, L&T, via their AGM Mr. Narendra claimed in a letter (available in our records) to a resident group that they already have a smoothly functioning AoA.
  - a. Still in 2012, at the time of filing of OS-401 (L&T filed against all Owners), L&T claimed that the Court should direct the Owners to join L&T in forming an AoA. This was contrary to their claim of an already functioning AoA.

**It is our submission to all our Apartment Owners that for the path forward to be credible, open, transparent and without misunderstandings – there are three KEY questions for which we all MUST seek L&T's response. They are:**

1. When will L&T submit a draft DoD for review by all apartment Owners?
  - a. SUGRUHA formally filed a memo with the Civil Court requesting that L&T submit to the Hon. Court a copy of their proposed DoD.

- b. L&T vehemently opposed it and outright refused to provide the same.
  - c. Transparency demands that their DoD should be placed for review by the owners.
- 2. How does L&T propose to rectify the problem of incorrect allocation of UDS (not adding to 100%)?
  - a. The sum of the UDS (based on area in sq. ft.) of all apartments in A-Cluster, B-Cluster, C-Cluster and D-Cluster – equaling 22 acres is not a solution.
  - b. This is a problem created by L&T. Therefore, this is not a problem that Apartment Owners can rectify.
  - c. If L&T does not rectify this problem of incorrect allocation of UDS – this will continue to remain as a very dangerous thorn piercing the body of our community, right now and in future for our successors too. **This thorn will become a community wound that will never heal. This wound will fester with litigations, disputes and infighting amongst our own selves.**
- 3. Is L&T proposing to form 18 block-wise AoA or a single AoA of all Blocks (like SUGRUHA)?

**Finally in closing, we summarize as follows:**

- a) SUGRUHA was registered following due process, and a certified copy of the Bye-laws can be obtained from the sub-registrar by paying the prescribed fees for copy of documents. SUGRUHA members can request a soft copy from us.

You may have come across a communication through social-media informing you of an RTI response received by Shri Jitendra (C3-1206), on 15<sup>th</sup> Feb 2018 from the Registrar of Cooperative Societies (RoCS). The reply states that the un-dated complaint Shri Jitendra had filed against SUGRUHA cannot be considered further, as SUGRUHA is registered under KAOA, and the documents under sections 48(4) and 48(5) have not been submitted / not available with RoCS.

- Let us help you understand the RTI response correctly:
  - ✓ The RTI response clearly states that SUGRUHA is a registered entity under KAOA, 1972.
  - ✓ The RTI response further refers to Rule 48(4) and 48(5) of the Karnataka Apartment Owners Rules, 1974. If you read the Rules carefully, you will note that EXHIBIT B lays out a Bye-laws of the Condominium. **These are only a template made available for Apartment Owners who wish to draft their own Bye-laws. Hence these are not mandatory in nature. 48(4) and 48(5) are sections listed under this Template – they are NOT Rules.**
  - ✓ It is for these reasons that the Competent Authority merely states that they cannot process the complaint as these documents are not filed with them. This CANNOT and SHOULD NOT be looked upon as non-compliance by SUGRUHA.
  - ✓ At the same time, it is also important to note that SUGRUHA has published formal, audited account statements every year since inception. These are available in our office for inspection by members and are also shared widely in the community prior to every Annual General Meeting of SUGRUHA.
  - ✓ As we don't know the nature of complaint filed against SUGRUHA we refrain from commenting further.
- b) I as President SUGRUHA have received a 2 pages pdf (attached) from Shri Devi Prasad ji (B10-1801), very kindly summarizing his understanding of the "*Due procedure for lawful registration of an AoA, Sec 2 and Sec 5(2) of KAOA, 1972.*" You too may have independently received the

same communication. We felt that this communication if left unaddressed, may result in unnecessary confusion and anxiety among Owners and residents. On studying these two pages, we would like to submit the following for your clarity:

- Stage 1: SUGRUHA has duly completed this stage of the process.
- Stage 2, Step 1: SUGRUHA has duly completed this stage of the process also.
- **Stage 2, Step 2: Karnataka Apartments Owners Rules, KAOR, 1974 has an EXHIBIT B, which is a template for model Bye-laws. Therefore:**
  - ✓ Sec 48(4): This is NOT a rule, it is a Section under EXHIBIT B (model Bye-laws).
  - ✓ Sec 48(5): This is NOT a rule, it is a Section under EXHIBIT B (model Bye-laws).
  - ✓ **Sections 48(4) and 48(5) are NOT rules. Hence, they are NOT mandatory provisions for compliance.**
  - ✓ Nevertheless, SUGRUHA is in full compliance because it has published formal, audited account statements every year since inception. These are available in the SUGRUHA office for inspection by members. Hence this stage of the process is also duly completed by SUGRUHA.
- Stage 3: SUGRUHA is in full compliance as it regularly files supplementary DoDs. Thirteen supplementary DoD have been duly registered so far. Hence this stage of the process is also duly completed by SUGRUHA.
- With regards the Notes at the bottom of Page 1 of Shri Devi Prasad's 2 pages pdf: Our response:
  - ✓ Presently due to incorrect allocation of UDS by L&T, it is not possible to allocate the voting rights to each apartment owner based on their UDS.
  - ✓ Hence as the next best and fair allocation, SUGRUHA allocates to each apartment owner (member) one vote per apartment owned.
- Shri Devi Prasad ji further states: "*In the centralized decision structure of SUGRUHA, and its whimsical Byelaws....Only grievance redressal mechanism is Civil Courts.*" Our response is:
  - ✓ **The KAOA, 1972 does not give Apartment Owners Associations, judicial powers to remedy grievances nor to mete out punishment to those who are not in compliance of the Bye-laws of the AoA.**
  - ✓ Most owner grievances are addressed among owners via mutual discussions – which the AoA can facilitate if approached by the aggrieved members.
  - ✓ Grievances against the AoA are duly addressed using the registered Bye-laws that are in compliance with KAOA, 1972.
  - ✓ For grievances that cannot be redressed by the above steps, the only redressal mechanism is the Civil Courts. This is how it is for all apartments in Karnataka.
  - ✓ The Bye-laws of SUGRUHA are in compliance with KAOA, 1972. To label them as being whimsical is grossly misleading. They are available on the SUGRUHA website for anyone to download and peruse.
- Shri Devi Prasad ji, further states: "*Senior Citizens and other Vulnerable owners (e.g.: widows, single woman owners) Tenants & Owners who rent their flats, OCIs and other foreign citizens, who acquire or inherit property, NRIs living abroad would be at the mercy of insider bullies (brokers) capturing the Board. All leading to stressful ownership of flats & distress sales.*" Our response is:
  - ✓ **This statement is akin to "gaslighting." It questions the reality by distorting the truth. It is unilateral and grossly misleading. Senior Citizens, widows, single woman owners – all have a vibrant community to fall back upon. The COVID**

**pandemic was proof of the power of this community and its ability to support each other in times of need.**

- ✓ Property re-sale values in South City are very lucrative.
- ✓ Owners who rent out their properties can charge rents that are among the highest among the neighbouring properties of similar size.
- ✓ The Board of SUGRUHA is comprised of members (Owners) who are elected by their respective Blocks.
- ✓ Alleging that there are bullies on the Board is a deeply uncharitable, demeaning and grossly misleading statement against fellow apartment owners who volunteer their time and energy in the best interest of the community. Our Board comprises, both ladies and gentlemen (Owners) of good standing in the South City community.
- ✓ Please forgive and ignore such comments – which are intended to hurt the members of the Board of SUGRUHA and fellow Owners.

Thank you very much for your patience and trust. We value your support. SUGRUHA is committed to the welfare and cohesion of our South City community. Please do not hesitate to reach anyone on the SUGRUHA Board for clarification.

We will get back to you with more relevant information to enable you to have an informed opinion.

With my regards and pranams, I remain,

Yours very sincerely,



(Shrikrishna G. Kulkarni)

On behalf of SUGRUHA

President SUGRUHA



RANKA DINESH RANKA

Rec'd 18/8/04

August 14, 2004

The President  
FOSCAOA,  
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Dear Sir,

Sub: Maintenance Charges and Association Matters

Please refer to the various discussions we had with FOSCAOA on the above subject. In this context, I request you to confirm the following so that the same can be taken up with the management of L&T and obtain consent from them in order to continue our discussions.

1. The maintenance charges of Rs 0.40/sq.ft only will be charged to residents of the Blocks C3, B1 & B5. This should be construed as discount given by Developer against the total maintenance expenditure incurred. All the residents of the other blocks will not be eligible for this discount. As far as B4 block is concerned, the above points has still to be discussed with L&Ts management to extend the same facility.
2. Developer will be free to use the Corpus Fund for maintenance at their sole discretion
3. FOSCAOA or the residents will not interfere with the maintenance & other activities in South City and other issues and also will not have any kind of claim on any issues of past, present and future.
4. Developer will maintain the existing level of maintenance quality in the following activities:

House-keeping of all the common areas, land-scaped areas, maintenance and operations of pumps, maintenance and operation of Diesel Generators, AMC of Lifts, AMC for Swimming Pool, staff for the attendance of clubhouse, garbage disposal, fire fighting AMC, security supervisor at the main gate and security guards at the main gate and ground floor level of each block, supervisors, electricians and plumbers for common area maintenance, swimming pool operator and DG operation, Manager and staff for Estate Manager's office, common area electricity bills and BWSSB bills and purchase of water tanker bills.

5. It may please be noted that the Developer will be free to charge/collect all Maintenance expenses of all the other blocks as per the Agreement to Sell/Saledeed and will not be required to produce accounts or render any proof or bills towards the maintenance expenses as described above, at any time for any/all blocks, clubhouse and common areas/amenities, etc. ✓

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6. After the completion of the entire project Developer will transfer only the principal amount of Corpus Fund to the legally constituted FOSCAOA's bank account.

I request you to confirm the above points to enable me to discuss the same with the management of L&T.

Thanking you,

Yours faithfully,

  
( DINESH RANKA )

ಕರ್ನಾಟಕ ಸರ್ಕಾರ

(ಸರ್ಕಾರ ಇಲಾಖೆ)

ಸರ್ಕಾರ ಸಂಖಗಳ ಸಿಬಂಧಕರ ಕಛೇರಿ, ನಂ. 1, ಆಲ್ ಅಸ್ಟ್ರೋ ರಸ್ಟ್, ಬೆಂಗಳೂರು-೫೨.

ಸಂಖ್ಯೆ. ಹೆಚ್.ಎನ್.ಇ-೨೨೪೩೮:ಹೆಚ್.ಹೆಚ್.ಎನ್.೨೦೧೭-೧೮

ದಿನಾಂಕ: ೧೫-೦೨-೨೦೧೮

ಗ್ರ.

ವಿ.ಜತೇಂದ್ರ,

ಸಿ.ಇ.೧೨೦೬, ಎಲ್. & ಟಿ ಸೌತ್ತಾಸಿಟಿ,  
ಅರ್ಕರೆ-ಮೈಕ್ರೋ ಲೆಂಟ್‌ಟೆಕ್,  
ಬಸ್ಕೆಲ್ಯಾಫ್ಟ್ ರಸ್ಟ್,  
ಬೆಂಗಳೂರು-೫೬೦೦೭೬.

ಮಾನ್ಯರೇ.

ವಿಷಯ: ದಿ ಕರ್ನಾಟಕ ಅಭಾಷ್ಯಮೆಂಟ್ ಓನ್‌ರೋಚಿಟ್ ಆಕ್ಟ್, 1972  
ಅವಕಾಶದಸ್ತೀಯ ಸೌತ್ತಾ ಸೆಟಿ ಗ್ಲೋಬ್ ಹೌಸಿಂಗ್  
ಅಭಾಷ್ಯಮೆಂಟ್ ಓನ್‌ರೋ ಅನೋಂಸಿಯೆಂಜನ್‌. ಬೆಂಗಳೂರು  
ವಿರುದ್ಧ ನೀಡಿರುವ ದೂರು ಅಜ್ಡ.

ಉಲ್ಲೇಖ: ನಿಮ್ಮ ಅಜ್ಡ ದಿನಾಂಕ: ಇಲ್ಲ.

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ಮೇಲ್ಮುಂದ ವಿಷಯಕ್ಕೆ ಸಂಬಂಧಿಸಿದಂತೆ, ಸೌತ್ತಾ ಸೆಟಿ ಗ್ಲೋಬ್ ಹೌಸಿಂಗ್ ಅಭಾಷ್ಯಮೆಂಟ್  
ಓನ್‌ರೋ ಅನೋಂಸಿಯೆಂಜನ್‌. ಬೆಂಗಳೂರು ಈ ಸಂಭಾವ ವಿರುದ್ಧ ನೀವು ಸಳ್ಳಿಸಿರುವ ದೂರು ಅಜ್ಡಯನ್ನು  
ಪರಿಶೀಲನಾಗಿದೆ. ಆದರೆ ಸದರಿ ಸಂಭಾವ ದಿ ಕರ್ನಾಟಕ ಅಭಾಷ್ಯಮೆಂಟ್ ಓನ್‌ರೋಚಿಟ್ ಆಕ್ಟ್, 1972  
ಅವಕಾಶದಸ್ತೀಯ ನೋಂದಣಿಯಾಗಿರುವ ಸಂಭಂಧ ಈ ಕಛೇರಿಗೆ ದಿ ಕರ್ನಾಟಕ ಅಭಾಷ್ಯಮೆಂಟ್  
ಓನ್‌ರೋಚಿಟ್ ರೂಲ್ಸ್, 1974 ನಿಯಮ 48(4) ಮತ್ತು (5) ರಸ್ತೆಯ ದಾಖಲೆಗಳನ್ನು ಸಳ್ಳಿಸಿರುವುದಿಲ್ಲ.  
ಆದ ಕಾರಣ ನಿಮ್ಮ ಅಜ್ಡ ಆಧಾರ ಈ ಹಂತದಲ್ಲಿ ಕ್ರಮವಿಡಲಾಗುವುದಿಲ್ಲ.

ತಮ್ಮ ವಿಶ್ವಾಸಿ,

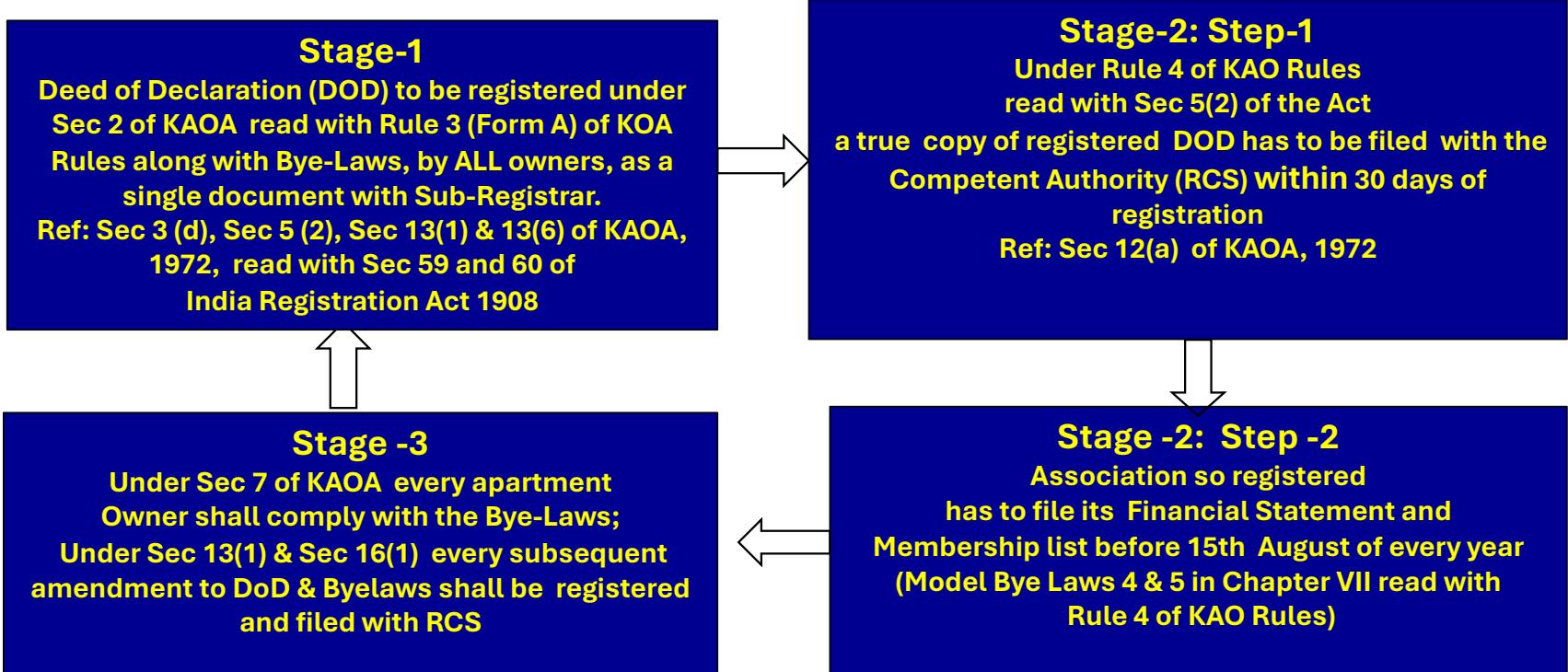
/ ಶಿಂಗ್

(ಆರ್.ಶ್ರೀಧರ್)

ಸರ್ಕಾರ ಸಂಖಗಳ ಅಪರ ಸಿಬಂಧಕರು,  
(ವಸತಿ & ಇತರೆ)

## Due Process for lawful Registration of an Association w.r.t Sec 2 and 5(2) of KAOA, 1972

Note: Sugruha had stopped at Stage-1, and from the beginning it was incomplete with data inconsistencies



### Notes:

**Sec 2:** KAOA applies to only Residential apartments. **Sec 3(d):** KAOA: Association means all of the apartment owners acting as a group in accordance with Bye Laws and Deed of Declaration **Sec 3(n):** KAOA defines majority as value of votes more than 51% or more in relation to Undivided share in the Land assigned to the apartment as per the Deed of Declaration. It is different from the concept of 'One- person-One-Vote' it is like voting value of Shareholders in Jt. stock companies. **Sec 3(i):** Competent Authority is Registrar Cooperative Societies (RCS) & Secretary Housing **Sec 24** binds all property owners, tenants and employees to the decisions, agreements and determination only if these are made by the Association under lawfully registered Declaration, Bye Laws. **Sec 13(1) and 13(6)** KAOA specifies Registration of Deed of Declaration along with Bye Laws as per India Registration Act, 1908.

# Risks from a Management without a grievance redressal mechanism as per law

at the office of Competent Authority (RCS) & Government

In the centralized decision structure of SUGRUHA, and its whimsical Byelaws...Only grievance redressal mechanism is Civil Courts.

This means:

- Senior Citizens and other Vulnerable owners (eg: widows, single woman owners) Tenants & Owners who rent their flats
- OCIs and other foreign citizens, who acquire or inherit property, NRIs living abroad would be at the mercy of insider bullies (brokers) capturing the Board.

All leading to stressful ownership of flats & distress sales