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**BEFORE ADJUDICATING OFFICER, RERA**

**BENGALURU, KARNATAKA**

**Complaint No. CMP/180922/0001301**

**Dated: 15<sup>th</sup> DECEMBER 2018**

**Complainant : GEORGE MATHEW**  
**TC (9/2750(3), RA no. 274-1**  
**CSM Nagar, Sastamangalam PO,**  
**Kerala – 695010**

**AND**

**Opponent : Kosaraju Raghu Kumar**  
**Vasathi Avante,**  
**Vasathi Housing Limited.,**  
**1<sup>st</sup> floor, D Block Sahakara Nagar,**  
**Bengaluru- 560092**

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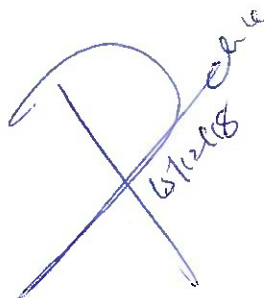
**J U D G E M E N T**

1. Mr. George Mathew being the Complainant filed his complaint bearing no. CMP/180922/0001301 under Section 31 of RERA Act against the project “Vasathi Avante” developed by Vasathi Housing Ltd., as he is the consumer in the said project. The complaint is as follows:

*“This Apartment is not in a livable state as the following following facilities as per agreement has not been provided 1. Car Parking not provided as per agreement 2. LPG(cooking gas) not provided in Kitchen., Library, Restaurant, 3.Fecilities like Club House, Swimming Pool, Tennis court, Library, Restaurant, Potable water are not commissioned or anywhere near completion stage. No safety grills for Toilet windows..*

*Relief Sought from RERA : Total amount of Rs7,98903-60 as compensation.”*

2. In pursuance of the summons issued by this authority, parties were present on 11/10/2018. The developer has taken contention that the complainant is not entitled for relief only because the complainant has to pay due amount of Rs. 1,09,000/-. Out of it, the delay compensation may be deducted and thereby the complainant is liable to pay Rs. 71,023/-. It means the developer wanted to deny the claim of the complainant indirectly admitting the relationship with the complainant. At the time of argument the complainant submits that the authority may grant delay compensation accompanied with the car parking.
3. As per the agreement the developer was expected to deliver the possession on or before June 2017 but now in the RERA application, the developer has given the completion date as December, 2018. In the meanwhile the developer has executed the sale deed in favour of the complainant. In this connection the complainant has said in his memo at para 15 stating that he has taken the sale deed on 23/06/2018. It further means the agreement and its clauses are ceases to be operative.
4. However the developer cannot go with free hand just because he has executed the sale deed. The complainant has got plenty allegations against the respondent. According to him, the developer has not yet taken the occupancy Certificate, smart panel switches are not working, swimming pool Restaurant, Club house, Library and Tennis Court are not yet completed.



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5. It is the case of the complainant that the developer has failed to give the possession to him without finishing the amenities. In addition to it another important point is that the developer has no business to execute the sale deed without completing the amenities. It is not correct on the part of the developer to execute the sale deed by putting the complainant in possession since he has not taken the Occupancy Certificate.
6. As per S.17(2) of the Act, the possession shall be given to the consumers only after taking the OC. Hence, the liability of the developer is still there to give proper possession in accordance with RERA only after obtaining the OC. Till then the complainant is entitled for delay compensation but not like others. In this connection I would like to rely upon a decision of Bombay RERA

1. Complaint No. CC005000000010710

Balaji Infinity Society .....Complainant

Vs

Balaji Infinity MAHA RERA

The Respondent submitted that they have completed the work with respect to the apartment handed over to the complainants. They denied having done any illegal or authorised work in the project. They added that they shall complete the project with completion/ occupancy certificate and all the amenities, mentioned in the registration WebPages, as per the revised completion date of 31/12/2018, given in the registration .

In view of the above facts, since the complainants have already taken possession of their respective apartments, the complaint pertaining to incomplete works in their apartment cannot be entertained. As regards the completion of the common areas and amenities is concerned, the respondent has to complete the same while completing the registered project. Any allegation regarding unauthorized work will be looked into by the Competent Planning Authority, before granting completion/ Occupancy Certificate for the project.

7. In view of the same I would say that the complainant is not entitled for compensation as claimed by him but I would like to grant Rs.10,000/- per month as delay compensation commencing from the July 2018 till the developer till he receives the Occupancy Certificate.
8. As per S.71(2) of RERA, the complaint may be disposed off within 60 days. This complaint was filed on 22/09/2018. As per SOP, 60 days shall be computed from the date of appearance of the parties. In the present case, the parties have appeared on 11/10/2018 and as such there is little delay in disposing of this complaint. Hence I proceed to pass the following Order.

### **ORDER**

1. The complaint no. CMP/180922/0001301 **is** allowed by directing the developer to pay delay compensation @ Rs. 10,000/-from July 2018 till the developer receives the Occupation Certificate.
2. Further the developer is also directed to provide car parking and other amenities to the complainant before delivery the possession after receipt of O/C.

Intimate the parties regarding this order.

(This Order is Typed, Verified, Corrected and pronounced on 15/12 /2018)

  
(K.PALAKSHAPPA)  
Adjudicating officer