

**BEFORE ADJUDICATING OFFICER, RERA**

**BENGALURU, KARNATAKA**

**Presided by:- Sri. K.PALAKSHAPPA**

**Adjudicating Officer.**

**Complaint No. CMP/180826/0001178**

**Date: 21<sup>st</sup> January 2019**

**Complainant : M. VENKATA BHASKARA NARAYANA**  
216, Purplewoods Apartment,  
Varanasi, Mottappa Layout,  
Jinkethimmanahall Village,  
Bengaluru - 560036.

**AND**

**Opponent : Thomas Mathew**  
PURPLE WOODS,  
PURPLE ESTATES & HOLDINGS PVT LTD,  
D-3, Devatha Plaza 131, Residency Road,  
Bengaluru -560025.

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

1. M Venkata Bhaskara Narayana has filed this complaint under Section 31 of RERA Act against the project "PURPLE WOODS" developed by PURPLE ESTATES & HOLDINGS PVT LTD, bearing complaint no. CMP/180826/0001178.

The brief facts of the complaint is as follows:

*I have made my first payment to the builder towards purchase of FLAT on 04/06/2013 in the hope that the project will complete in 18*



months as Promised on the Talks. Later after much delay construction agreement was made for 30 months ( LAST DATE 20th Dec 2016 ) between Me (M V B NARAYANA) and builder PURPLE ESTATES AND HOLDINGS PVT LTD on 20th June 2014, since then I am paying my EMI and Rent in the hope I will get the FLAT/Project construction completed. The builder M/s PURPLE ESTATES AND HOLDINGS PVT LTD did not complete the Project till today i.e 26th Aug 2018. I got the possession of the FLAT #216 on 2nd October 2018 with most of the construction is still pending. Even TRANSFORMER Power is not arranged on the date. I have paid full agreement amount to the Builder before possession. I have to accept the Possession as i am paying BOTH my EMI against the loan and Rent, on compromised mind. Most of the fitments in my current occupied FLAT were done/purchased with by me as builder is not able to arrange. The project is still not completed with Lifts, Sewage treatment plant, common floor lighting, Parking and other amenities like, swimming pool, JIM and party hall till now. The water resource bore pump is only one and frequently asks for repairs. The common flooring is unfinished. The fitments like door/windows which were given by builder are not matching with agreed quality. I must approach RERA as I see no hope of getting this project completed. I along with co-owners have given multiple requests for completion of the apartment many times on the email & Post before approaching RERA-Karnataka.

2. In pursuance of the summons issued this authority the Complainant was present 25/09/2018. On 16/10/2018 one GSB Kumar was present on behalf of the Developer. It is the case of the Complainant that in the year 2014 agreement was entered into and therefore delay compensation is to be awarded. Later there is no reply from the Respondent. It is the case of the Complainant that he has taken the possession of the flat on 02/10/2018 but according to the Complainant he has failed to give the amenities as agreed. Therefore it is his argument that he is entitled for delay compensation.

*[Handwritten signature]*  
26/6/19



3. But I'm not going to accept this argument because he himself has said that he took the possession of the flat on 02/10/2018. According to the complainant the project was to be completed by the end of year 2016. But even today also the project is not completed. In the RERA application developer has given the completion date of his project is 31/12/2017. It means the promise made by the developer in the agreement is falsified. Therefore the complainant is entitled for delay compensation. However as he had already taken for the possession of the flat his relief has to be considered in a different view.
4. As per section 17(2) mere possession is not legal one and further the possession will have to be accompanied with all amenities. Without providing the Occupancy certificate the possession is not legally acceptable. Even then the complainant has taken the possession for his own reasons. The developer shall not deliver the possession, shall not Canvey the title unless he receives occupancy certificate. This is against to the provision of Section 17(2) and section 19(10).
5. In view of the above decision and discussion made by me the complainant is entitled for the delay compensation at the rate of Rs. 10,000/- from the month of November 2018 till the date of receipt of Occupancy certificate.
6. As per S.71(2) RERA, the complaint shall be closed within 60 days from the date of filing. This case was presented on 26/08/2018. As per the SOP the 60 days be computed from the date of appearance of parties. In this case the parties have appeared on 16/10/2018 and hence, there is some delay in disposing of this complaint. With this observation I proceed to pass following order.



## **ORDER**

The Complaint No. CMP/180826/0001178 is allowed.

The developer is here by directed to pay Rs. 10,000/- per month commencing from November 2018 till he receives the occupancy certificate intimate the parties regarding the Order.

(Typed as per Dictated, Verified, Corrected and Pronounced on 21/01/2019)

(K.PALA SHAPPA)

Adjudicating Officer