

**PROCEEDINGS OF THE AUTHORITY**  
**BEFORE BENCH-5**  
**PRESIDED BY HON'BLE MEMBER G.R. REDDY**  
**COMPLAINT NO.CMP/221017/0010106**

**Dated 20<sup>TH</sup> NOVEMBER, 2023**

COMPLAINANTS

- : 1. Mr.Guruprakash R  
2. Ms.Nalina S

Both are residing at  
No.G-26, B Block, VR Gokulam  
Apartment, Kannurahalli Road  
Hoskote, Bangalore:562114

(Party in Person)

RESPONDENT /  
PROMOTER

- : 1. M/s.V.R.Builders & Developers  
No.LIG-65D, Ground Floor, KHB  
Colony, Near Hoskote Police  
Station, Hoskote, Bangalore:562114

2. Ms.Gangamma  
3. Mr.Ramaiah  
4. Mr.Kantharaj

Respondents 2 to 3 are residing at  
A-Block, VR Gokulam Apartment  
Kannurahalli Road, Hoskote  
Bangalore : 562114

(None Represented)

PROJECT NAME &  
REGISTRATION NO.

- : V.R.GOKULAM – BLOCK-B  
PRM/KA/RERA/1250/304/PR/  
190809/002789



## J U D G E M E N T

The Complainants have filed the above complaint before this Authority against the project **V.R.GOKULAM - BLOCK-B**, situated at Sy.No.146/2, Kannurahalli Village, Kasaba Hobli, Hoskote, Bangalore Rural, praying for a direction to handover the flat as per the master document approved by Government.

### BRIEF FACTS OF THE COMPLAINT ARE AS UNDER:-

1. The Complainants have entered into an agreement of sale with the Respondents on 11.03.2020 for purchase of an apartment. The project completion date as per agreement was 01.07.2020. The complainants have paid an amount of Rs.1,55,000/- upto 01.7.2020 and subsequently the complainants have paid Rs.31,00,000/- and in all paid a sum of Rs.32,55,000/- (Rupees Thirtytwo lakhs fifty five thousand only) to the respondents. Since there was delay in completing and handing over the apartments with all amenities as per the master plan approved by the Government, the complainants have filed the above complaint before the Authority praying for a Direction to the Respondents to handover the flat as per the master document approved by Government.

2. On a perusal of the sale agreement, it is seen that the completion date is agreed as 01.07.2020. The promoter-respondents were required to complete the project and hand over possession of the apartment by 01.07.2020. In case

where the respondent-promoter has failed to complete or unable to handover the possession of the apartment to the allottee as per the agreement, the Allottee has a right to file a complaint before the Authority and hence this complaint is admissible for relief in accordance with Section 18 of the Act.

3. After registration of the complaint, notice was issued by the Authority to both complainants and the Respondents to appear before the Authority. In pursuance of the notice, issued by the Authority, the Complainants have appeared in person and the Respondents were not represented by anybody. The hearing of the above complaint was conducted on 01.08.2023, 13.09.2023 and 19.09.2023. On all the dates, the respondents remained absent and hence are placed ex-parte.

4. During the course of hearing the Complainants have filed statement of claim dated 01.08.2023 modifying with the following prayers and served the same on the respondents:

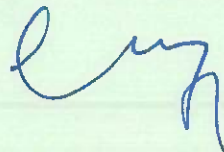
- a) Direct the Respondents not to interrupt in the peaceful possession of the apartment;
- b) Direct the respondents to provide all the basic amenities as assured.
- c) Direct the respondents to comply with the terms as agreed upon the sale agreement/deed.
- d) To grant monetary relief of interest i.e., award of delay period interest.





5. Further, the complainants have submitted before the Authority that the Respondents have registered the apartment and executed the Sale Deed on 17.12.2020 in the name of complainants without handing over actual physical possession to the complainants as there were lot of other works and amenities pending completion. Since the complainants have paid full sale consideration to the respondents on the promise made by the Respondents that the pending work will be completed at the earliest. Since the respondents have not adhered to their commitments, the complainants were forced to live in rental premises and spent a sum of Rs.2,70,000/- towards rental expenditure on account of delay in handing over the apartment by the respondents. The complainants have submitted that they have taken possession of the apartment on 31.03.2022 with a delay of more than 18 months. The complainants have produced copy of the letter dated 20.10.2023 issued by V.R.Gokulam Welfare Association wherein the association has requested the complainants to pay the maintenance with arrears from 10.05.2022 establishing that the complainants have taken possession on 31.03.2022. The complainants have also produced a letter dated 01.03.2022 signed by 4<sup>th</sup> Respondent stating that there is no due from the complainants and requested to collect all set of keys from Engineer and occupy the flat anytime thereafter.

6. The Complainants have produced copy of the sale deed, construction agreement, loan account statement, agreement of sale and others in support of their contention. The



complainants have also submitted MOC together with supporting documents and served the same on the respondents praying for award of delay period interest. The Respondents neither filed any statement of objections nor filed objections to the MOC filed by the complainants.

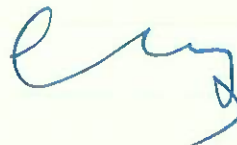
7. On a perusal of the documents filed and submissions made before the Authority by the complainants, it is evident that complainants have paid the sale consideration amount and admittedly there is a delay in handing over the apartment. Hence the complainants are entitled to delay period interest u/s 18 of the Act. From the documents referred to above produced by the complainants, it clearly establishes that there is a delay in handing over possession of the apartment and the Complainants are entitled to Delay Period Interest as per the Act.

**HENCE**, the Authority passes the following:

**ORDER**

1. In exercise of the powers conferred under Section 31 read with section 18 of the Real Estate (Regulation and Development) Act, 2016, the complaint bearing CMP/221017/0010106 is hereby allowed.

2. The Respondents are hereby directed to pay interest on delay period at the rate of SBI MCLR + 2 from 01.07.2020 till the date of possession i.e., 31.03.2022. The Respondents shall pay the interest for the delay period as arrived at by the



complainant amounting to Rs.4,33,562/- (Rupees Four lakhs thirty three thousand five hundred sixty two only).

3. The Respondents are also directed to pay interest on Rs. 4,33,562/- (being the delay period interest awarded up to the date of possession i.e., 31.03.2022) for the subsequent period of delay in payment of the delay period interest to the Complainant at the rate of SBI MCLR + 2% up to the date of payment/realisation.

4. The Respondents are also directed not to interfere with the peaceful possession and enjoyment of the apartment.

5. The Respondents are also directed to provide all the basic amenities as per the agreement entered into between the complainants and the respondents.

6. The Respondents are directed to pay the amounts awarded at Sl.No.2 & 3 of the operative portion of the order within 60 days from the date of this order. The Complainants are at liberty to initiate action for recovery in accordance with law, if the respondents fails to pay the amount and comply as per the orders of this Authority.

  
**(G.R. REDDY)**  
**MEMBER**

**FIFTH ADDITIONAL BENCH**  
**K-RERA**