



**KERALA REAL ESTATE REGULATORY AUTHORITY  
THIRUVANANTHAPURAM**

**Complaint No. 170/2023**

Present: Sri. P H Kurian, Chairman  
Smt. Preetha Menon, Member

Dated 8<sup>th</sup> May 2024

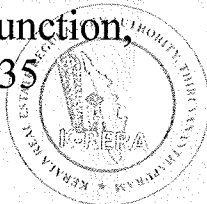
**Complainant**

Saraj S Nair,  
Secretary  
Galaxy Pine Court Owners' Association Office,  
Thengod, Kakkanad, Ernakulam, Pin – 682030

[By Adv. Rajashekharan]

**Respondents**

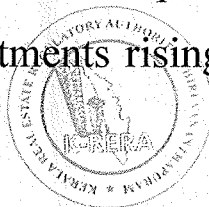
- 1 M/s Galaxy Homes Private Limited,  
Galaxy Square, Regd. Office,  
Rajaji Road Junction,  
Kochi - 680035
  
- 2 Mr. P A Jinas, MD,  
Galaxy Homes Private Limited,  
Galaxy Square, Regd. Office,  
Rajaji Road Junction,  
Kochi – 680035



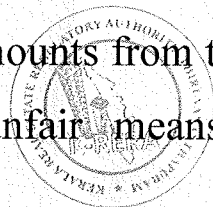
The above Complaint filed by the Association of allottees came up for hearing with other Complaints No 114/2022, 149/2022, 234/2022, 265/2022, 23/2023 filed by some allottees and heard together. The counsel for the Respondents Adv. Thomas John and counsel for the Complainant Adv. Rajashekharan appeared directly. The 2<sup>nd</sup> Respondent, Managing Director of the Promoter company did not appear in person despite specific directions given by the Authority.

## **ORDER**

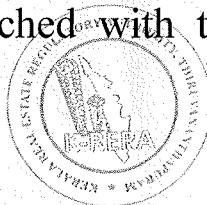
1. The facts of the Complaint are as follows- The Complainant herein is the Secretary of the Galaxy Pine Court Owners' Association, Thengod, Kakkanad, Ernakulam, an Association registered under the Travancore Cochin Literary, Scientific and Charitable Societies Registration Act 1955, with its registered office at Galaxy Pine Court Owners' Association office, Thengod, Kakkanad, Ernakulam, Pin – 682030. The Project, "Galaxy Pine Court" at Thengod, Kakkanad, Ernakulam District was initially launched as early as 2013 by the Respondent/Builder under the name and seal of M/s Galaxy Homes Pvt Ltd, the 1<sup>st</sup> Respondent and its Managing Director, Mr. P A Jinas, the 2<sup>nd</sup> Respondent. As per the brochure widely published and circulated on the Respondents' website and other publicity media, the project was shown as "Luxury Apartments rising to 16 Floors with 180



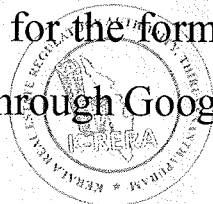
apartments of three BHKs and 90 apartments of two BHKs with common amenities such as 6 Automatic Lift, (3 passenger & 3 bed lifts), Swimming pool, Health Club, Intercom connection with security Cabin, Mini Auditorium with Indoor Game facility, Children's play area, Landscaped Garden, Modern fire fighting equipment, Common Toilet for Drivers and housemaid, Automated Generator Back up for Lift & Common Area, 24-hour Security, Rainwater harvesting and Sewage Treatment Plant. The copy of brochure is produced. As proposed and advertised, the project comprised of three blocks/towers with 16 floors in each, and each tower has 90 units (a total of 270 flats in three towers) and car parking Block at the South end. After launching the project, the Respondents resorted to large-scale advertisements and marketing of the project with attractive brochures projecting the aforesaid amenities and features. Accordingly, the Respondents were able to amass hefty amounts from allottees who were offered completed flats in two- three-years period from the date of booking. But the project was delayed inordinately and promises given to the Allottees were not honored by the Respondents. The allottees who had paid their hard-earned money for their dream apartment in the year 2013 or thereafter got aggrieved and complained to the Respondents. But the Respondents turned a deaf ear to the Complaints rather kept extracting maximum amounts from the allottees by repeated false promises and other unfair means. Thus, when the project



completion was less than 20%, they had already collected 90% or more of total flat cost from allottees. As these sorts of undesirable and unethical acts on the part of Respondents crossed all limits, several police complaints were registered against Respondents which were of no avail. Later, after the advent of RERA Act, Complaints were registered against the Respondents who were forced to register the project vide K-RERA/PRJ/118/2021. But, in a deliberate manipulation, the Respondents registered the project as Galaxy Pine Court Block I, whereas the sale agreement and sale deed with allottees, specifically record the property as a multi-storied buildings called Galaxy Pine Court Block I,II,III & car parking block having an extent of 135.925 Cents consisting of residential blocks known as galaxy pine court block I,II,III with residential apartments, common areas and amenities and separate Car Parking block in two floors. In the meanwhile, when the first block (Block-I) was partially finished, the Respondents stopped all work as if the project was completed. They managed to get an Occupancy Certificate for Block I, from the local authority, in March 2021. The ill-fated allottees who have been waiting desperately for their "dream apartments" for the last 5 or 6 years had to move on to the unfinished building, block I. The interior painting was partial and the exterior painting has not been done so far. The car parking and common amenities are distant dreams as that are planned in the Car Parking Block and the other two blocks that are yet to be launched with the exception of a skeleton

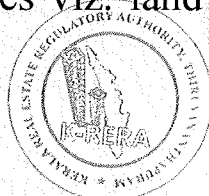


structure of block II. The space of the car parking block is covered with overgrown shrubs and bushes that harbour reptiles, insects and mosquitoes. Earlier, the Respondents called a customer's meet at Abad Hotel, where Representatives of Builder attended with their Advocate. Their intention was to hand over maintenance and all other costs to the Allottees' Association immediately. They refused to discuss progress of work nor furnished any reply to queries pertaining to works of other blocks, amenities, and other pending works. 2<sup>nd</sup> Respondent, MD, Mr. P.A Jinas, or any other responsible person did not attend the meeting. While the allottees insisted on a discussion on the progress of work, the Builder's representatives left the venue in a belligerent manner. Thereafter, a representative of the allottees group attended the seminar conducted by the RERA Authority at Ernakulam on 19.03.2022 and as per directions and guidance obtained from there, initiated further steps to form allottees Association. Thereafter, a zoom meeting was hosted by builders' representatives on 25.03.2022 which also failed to make any headway due to the negative attitude and evasive replies of builder's representatives who were only staff members of the Respondent/Builder. The 2<sup>nd</sup> Respondent P A Jinas, MD of Builder Co. did not bother to attend despite Allottees repeated requests. The Respondent/ builder left the meeting in protest. The participant allottees in the meeting discussed further course of action for the formation of the Association. An election was conducted through Google form and email, where 71 members



(out of 90) voted and an ad-hoc Committee was elected. The copies of mail notice of intimation & e-voting detail are produced. The Ad-hoc committee formulated draft by-law which was approved by the Executive Committee and the Association was registered under the Travancore-Cochin Charitable Societies Registration Act 1955 on 18.05.2022. The Copy of registration certificate is produced. The same was intimated to the Respondents by email. The copy of email dated 30.06.2023 is produced. Further to this, Bank A/c and PAN card in the name of the Association were obtained.

2. It was submitted that on 25.06.2022, the office bearers of the Complainant Association visited the Respondents' office. As mentioned earlier, the 2<sup>nd</sup> Respondent, refused to meet them. As deputed by him, his office staff attended them and repeated evasive replies. When Complainant insisted on meeting Mr. P. A. Jinas, they agreed to give an appointment. Accordinlgy, on 23.07.2022, the Office bearers met Mr P. A. Jinas who was more argumentative and non-committal on pending works. He repeated promises and put forward revised dates for the completion of pending works. Despite repeated visits to the Respondents' office and follow-ups by the Association, there was little progress on pending works. The Respondents ignored all requests and did not bother to reply to the communications nor attend phone calls. Several serious issues viz, land conversion from wetland to dry



land, pollution control & STP norms, land disputes with neighboring land owners, etc. are other haunting issues which the Respondents turned a deaf ear. The Respondents refused to look after the maintenance of the flat since long back, in violation of the Act. Initially, they used to collect exorbitant monthly amounts from allottees and made payment of bills towards KSEB, Water bills, Diesel charges, and other expenses which also defaulted later, leading to disconnection of KSEB and water connections. The inmates were left without power and water supply for days together. In such a miserable situation, the Association had to take over the maintenance of the flat from August 2022. Thereafter, the Association had to make ad hoc arrangements to meet monthly expenses and administration of flat affairs. Water and power connections, disconnected due to default of bills, were restored after marathon efforts by the Association. Other dues, supposed to be paid by Respondents, are kept pending and details are not made available to the Association. Annual maintenance of the lift, renewal of insurance, and renewal of fire safety NOC are in big suspense. Besides, the Association is looking after many of the emergency works, which are part of completion, but ignored by Respondents. Bills were forwarded to Respondents but not refunded. Obligations of the Respondent under Sec 11 of the Act have not been complied rather they are trying to run away.



3. It was further submitted that the Complainant received a notice to pay Rs. 34,905/- towards the arrears of electrical inspection which is a due amount to be paid by Respondent. The copy of the notice is produced. Besides, hefty amounts collected by Respondent from allottees with respect to statutory payments viz. One-time building tax, labor welfare fund, inspection charges, etc. have not been paid to the authorities nor returned to the Association. While the conditions of the project were so pathetic and works were ground to a stunning half, the Respondent uploaded a false statement in Form No. 6 on the RERA website wrongly certified that the project was completed in all respects as per terms and statutory requirements. The same was noticed by the Authority and issued notice to the Respondent for violation of Sec 4 of the Act, vide common interim order in Complaint No. 114/2022 dated 07.08.2023. It is pertinent to note that work of major part of the project, viz. Block II, Block III, where common amenities are planned, and car parking block are yet to begin. It is noticed during the hearing of individual Complaints before this Authority; the Respondents made another false statement that they were not aware of the formation and existence of the Association. Email communications, and handing over of maintenance are testimonies to prove the truth, copies of which are produced. It is further observed that the Respondent builder is a frequent violator of law and disputes are





there in almost all their projects, at times penalized by the Authority.

4. The reliefs sought by the complainants are (1) to review the registration documents submitted by the Respondents and penal action as per Sec. 60 & 61 of the Act for false statements, documents, information, negligence, and non-compliance with updating. (2) to direct the Respondents to complete the project in all respects as per sale agreements, deeds, and project brochure, as expeditiously as possible. (3) Further works and financial management of the project may be directed to be monitored and controlled by the Complainant Association since the Respondents are likely to run away from the project and divert the funds. (4) to Direct the Respondents to rectify land conversion and settle disputes with neighboring land owners. (5) To Direct the Respondents to comply with all obligations, functions, and duties as per Sec 11 of the Act. (6) to Direct the Respondents to furnish Accounts with remittance vouchers of amounts collected from Allottees towards of one-time building tax, labour welfare fund, deposits, etc., and return of balance amount to Association (7) to Direct the Respondents to meet monthly maintenance expenses till the total completion of the project and clearing aforesaid obligations. (8) to Direct the Respondents to remit all arrears and dues payable by them to Authorities and agencies in the past and pending. (9) to direct



Respondents to refund all expenses incurred by the Association in respect of monthly maintenance, other expenses, and dues paid by the Association from Aug 2022. The Complainant produced the copies of the brochure, details of the association formation, the registration certificate of the association, email intimation to Respondents, pan card, notice for payment due, email communication to Respondents, photographs.

5. The Respondents did not file any counter-statement to the above Complaint but filed an affidavit with regard to completion of the project which is marked as Exhibit B1.

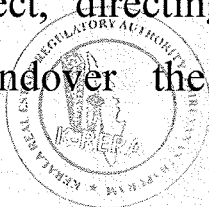
6. The project is registered as 'Galaxy Pine Court Block-I' as per Section 3 of the Act, 2016. As it is found that 'Form 6' got uploaded by the Respondent/promoter without handing over the common areas to the Association, it has been decided vide order dated 07/08/2023 to take action separately against the Respondent/Promoter for violation of Section 4 r/w Rule 17 as such and the Secretary (Technical & Administration) has been initiated further action against the Respondent/promoter in this regard.

7. Heard both the sides in detail. The documents produced by the Complainant are marked as Exhibit A1 to A11. **Exhibit A1** is the brochure. **Exhibit A2** is the agreement for sale



executed between the Complainant and the Respondent No. 1 represented by the Respondent No.2. for the sale of 1028/268000 undivided share in the said property having 135.925 cents for a sale consideration of Rs. 1,06,912/-. **Exhibit A3** is the construction agreement dated 12.04.2014 executed between one of the members of the Complainant association and the Respondent No. 1 company represented by its Executive Director for constructing a three bed room apartment having a built-up area of 928 sq. ft on the Nineth Floor in the Galaxy Pine Court Block 1 marked as No. D-9 together with a covered car parking area for a construction cost of Rs. 25,46,274/- in which the promised date of completion is shown as 30.04.2016 with 180 days grace period. **Exhibit A4** is the copy of details of Association formation. **Exhibit A5** is the copy of registration certificate of association. **Exhibit A6** is the copy of email intimation to Respondents. **Exhibit A7** is the copy of the PAN card in the name of association. **Exhibit A8** is the copy of notice for due payment. **Exhibit A9 & Exhibit A10** is the copy of the email communication to the Respondents. **Exhibit A11** is the photographs of the site. The Respondents have not produced any documents.

8. The Authority issued a common order dated 11/04/2022, in Complaint No. 218/20 & 173/21 filed by 2 allottees of the same project, directing the Respondents/Promoters to complete and handover the respective apartments to the

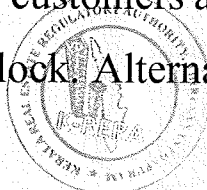


Complainants therein and also to pay the interest for delay in handing over the said apartments to those Complainants/allottees. When the above complaint came up for hearing, it is noticed that the Respondents/Promoters could not so far complete the Project in question as promised as per the terms of agreements executed between the Respondents and the allottees including the Complainant herein. The Counsel for the complainant submitted that though the association of allottees were formed by the allottees themselves, the common area/amenities or the documents have not been handed over till date to the Association, as provided under the law. The counsel appeared for the Complainants/Association repeatedly argued that there are several serious issues to be rectified like land conversion from wetland to dry land, pollution control & STP norms, land disputes with neighboring land owners, etc. but the Respondents turned a deaf ear to the requests of the allottees in this regard. The Respondents refused to look after the maintenance of the flat since long back in violation of the Act. Initially, they used to collect exorbitant monthly amounts from allottees and made payment of bills towards KSEB, Water, Diesel charges, and other expenses which also defaulted later, leading to disconnection of KSEB and water connections. The inmates were left without power and water supply for days together. In such a miserable situation, the Association had to take over the maintenance of the flat from August 2022. Thereafter, the Association had to make ad hoc arrangements to meet monthly



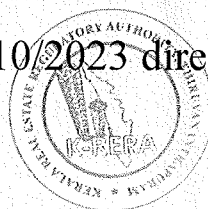
expenses and administration of flat affairs. Water and power connections, disconnected due to default of bills, were restored after marathon efforts by the Association.

9. The Complaint came up for hearing on 25/10/2023 along with other connected cases filed by some other allottees of the project in question. When the said connected Complaints came up for hearing previously on 23/05/2023, the Complainants therein repeatedly alleged that project has not been completed by the Promoter as per the terms of the agreements despite lapse of a long period and common amenities / common area were not handed over to the Association which was formed by the allottees themselves. Consequently, this Authority directed the Respondent/promoter, vide interim order dated 07/08/2023, to file an Affidavit regarding the status of the project and the balance works to be completed and time to be taken to complete the project in all respects as promised to the allottees and handover it to the Association of allottees. Consequently, the Respondents filed an affidavit dated 25/10/2023 and submitted that the Galaxy Pine Court was formulated as a project with 3 buildings and a car parking block. Even though Block 1 was completed, construction of Block 2 was only partially completed and Block 3 could not be started due to various reasons. The car parking was planned under each block for a few customers and balance car park was planned in the car parking block. Alternate arrangements for car parking



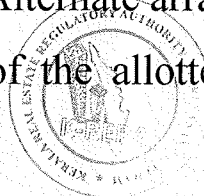
have been made for most of the allottees. Swimming pool was offered to the allottees as common amenity and was proposed in the car parking block. The Respondents undertaken in the said affidavit that they shall complete the swimming pool within six months. Even though Sewage Treatment Plant was established and is functioning, consent to operate from the Pollution Control Board is expected to be obtained within 30 days. The children's play area will also be completed within 30 days. The Respondents further submitted that all other amenities as offered to the allottees as per the agreement for construction have been completed. But the counsels for the Complainants alleged that the common amenities as per the Agreement of sale are 6 automatic lifts (3 Passenger & 3 Bed Lifts), Swimming Pool, Health Club, Intercom Connection with security Cabin, Mini Auditorium with indoor Game Facility, Children's Play Area, Landscaped Garden, Granite/ Vitrified tile flooring for furnished Lobby & Main Staircase, Modern Fire Fighting Equipment, Common Toilet for Drivers & House Maids, Automated Generator Backup for Lift & Common Area, 24- Hour Security, Rainwater Harvesting and Sewage Treatment Plant, which are not yet installed/ completed so far.

10. The Complainant's counsel submitted that the Respondents have not complied with the earlier direction vide order dated 07/08/2023 of the Authority so far. The Authority vide order dated 25/10/2023 directed 1) the Respondents to show



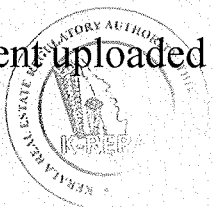
cause why action should not be initiated under Section 63 of the Act, 2016 for the non-compliance of the order dated 07/08/2023 within 30 days from the receipt of the order, 2)the Complainants to file reply Affidavit if any, to the Affidavit filed by the Respondent/promoter with respect to the status of the project, before the next hearing date with copy to the Respondents, 3)the Respondents to serve copy of the Affidavit filed on that day to the Complainants in all the above complaints and all the parties were directed to personally present in the next hearing including the Managing Director of the Respondent firm.

11. On the next hearing, though the Complainants appeared in compliance with the direction of this Authority, the Respondent/Promoter failed to appear before the Authority despite specific direction. The counsel for the Respondents appeared and requested an adjournment for personal appearance. The Respondent No. 2 filed an affidavit dated 24.10.2023 as mentioned above which is marked as Exhibit B1 and submitted that Galaxy Pine Court was formulated as a project with 3 buildings and a car parking block. Even though Block I was completed, construction of Block 2 was only partially completed and Block 3 could not be started due to various reasons. The car parking was planned under each block for few customers and balance car park was planned in the car parking block. Alternate arrangements for car parking have been made for most of the allottees. The swimming pool was



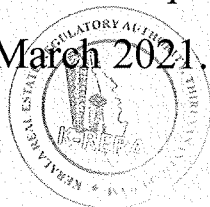
offered to the allottees as common amenity and was proposed in the car parking block. It was submitted that the Respondents shall complete the Swimming pool within six months. It is further submitted that even though Sewage Treatment Plant was established and is functioning, consent to operate from Pollution Control Board is expected within 30 days. Children's play area will also be completed within 30 days. It was submitted that all other amenities offered to the allottees as per the agreement for construction have been completed. It is further submitted that with respect to another project of the Respondents – Galaxy Cloud space at Kakkanad, there was an earlier direction to convene a meeting of the Respondents and members of the Association to mutually discuss and finalise the pending works. As per the said direction, a meeting was convened and consensus was arrived at. Hence, it was requested that if a similar direction is issued, there is every chance that disputes between the Complainants/ Association and the Respondents could be amicable settled.

12. As per the former direction of the Authority, the Complainants filed reply affidavit showing the status and pending works in the project which was submitted as follows: As already contended in the pleadings, major part of the project is yet to be completed and work on many of the amenities is yet to begin, none provided as of now, except incomplete flat. Despite this, Respondent uploaded a false statement in Form No. 6 on the RERA



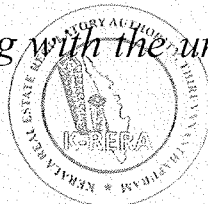


website wrongly certifying that the project was completed in all respects as per terms and statutory requirements. The same was noticed by the Authority and notice was issued to the Respondent for violation of Sec 4 of the Act, vide common interim order dated 07.08.2023 in Complaint No. 114/2022. As already submitted, work of major part of the project, viz. construction of Block II, Block III, Car Parking block, where common amenities for all three blocks are planned, is yet to begin. In the hearing, the Respondents made false statement that they were not aware of the formation and existence of the Complainant Association. The Complainant association has already submitted evidence of communications with Respondents on these points which were not objected to by Respondents in the last hearing. It is also found in the affidavit filed by Respondents on 24.10.2023, the submissions that "the project was completed as per agreement and alternate parking had been arranged" are false. The Respondents have registered the project as Galaxy Pine Court Block I, whereas in the Sale Agreement and sale deed with allottees, it is specifically recorded that the project consists of multi-storied buildings called Galaxy Pine Court Block I,II,III & car parking block situated on the land having an extent of 135.925 cents and the Building permit and plan are obtained for the entire four blocks. When the first block was partially finished, the Respondents stopped all works and managed to get an Occupancy Certificate for Block I from the local authority in March 2021. It is evident that the obligations of



the Respondents as provided under Sec 11 of the Act,2016 have not been complied with so far rather they are trying to run away from these responsibilities. Monthly maintenance, statutory payments, and long pending dues are supposed to be met by the Promoter till completion of project and handing over it to the Association as per the provisions of the Act,2016. The Respondent disowned all these liabilities since December 2021, leaving the allottees in abject hardship. According to the counsel for the Complainants, due to poor quality of work and materials, STP soak pit has troubles like leakage and overflowing which was informed to the Respondents but not attended by them so far and several works including Exterior Painting, Security gate, Compound Wall, Land type Conversion/Correction in government authority records, Approach Road, Waste management facilities, incinerator, Compost etc. are still pending in the project.

13. As per Section 11(4)(b) of the Act, the Promoter “*shall be responsible to obtain the completion certificate or the occupancy certificate, or both, as applicable, from the relevant competent authority as per local laws or other laws for the time being in force and to make it available to the allottees individually or to the association of allottees, as the case may be*”. Section 11(4) (f) stipulates that the Promoter “*shall execute a registered conveyance deed of the apartment, plot or building, as the case may be, in favour of the allottee along with the undivided proportionate title*



*in the common areas to the association of allottees or competent authority, as the case may be, as provided under section 17 of this Act; Section 17 of the Act specifies that “conveyance deed in favour of the allottee or the association of the allottees or the competent authority, as the case may be, under this section shall be carried out by the promoter within three months from date of issue of occupancy certificate. After obtaining the occupancy certificate and handing over physical possession to the allottees in terms of sub-section (1), it shall be the responsibility of the promoter to hand- over the necessary documents and plans, including common areas, to the association of the allottees or the competent authority, as the case may be, as per the local laws: Provided that, in the absence of any local law, the promoter shall handover the necessary documents and plans, including common areas, the association of the allottees or the competent authority, as the case may be, within thirty days after obtaining the occupancy certificate”. In this case, the partial Occupancy Certificate uploaded in the website is seen obtained only on 15.03.2021 and form 6 was uploaded showing completion of Block I which is registered. The Respondent herein reveals in his affidavit dated 24/10/2023, that there are more works yet to be completed with respect to the promised amenities and facilities. It is apparent that the Respondents/Promoters have grievously failed to complete the project as a whole and hand over it to the Association of allottees.*



14. The affidavit dated 24/10/2023 is marked as **Exhibit B1** as per which the Respondents assure that the remaining works will be completed within a fixed period of time. As the Complainants also assented to grant further time as per the undertakings in the Affidavit submitted by the Respondents/Promoters, it has been decided to pass this order giving final opportunity to the Respondents/Promoters to complete the project in all respects and hand over to the Complainants as promised to them within the said period and it was also made the Respondents/Promoters convinced that in case of further failure to comply with the direction, the Respondents shall be liable to remit the penalty as provided under Section 63 of the Act 2016 as stipulated in this order. The Respondents were also reminded of the rights of the Complainants/allottees to get interest for delay from the date of promise as per the agreement till the date of handing over possession as prescribed under the proviso to Section 18 of the Act 2016.

15. On the basis of the confirmations and undertakings by the Respondents/Promoters herein as per the Exhibits B1 Affidavit and with the consent of the Complainants, invoking Section 34(f) & 37 of the Act, this Authority hereby issues the following directions:

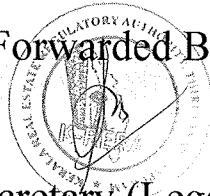


1. The Respondents/Promoters shall complete the whole project 'Galaxy Pine Courts', in all respects as committed/promised to the Allottees with all the amenities and facilities as agreed and handover the common area of the project with all the mandatory sanctions/approvals required to be received from the Authorities concerned, within 6 months from the date of receipt of this order.
2. After complying with the above directions, the Respondent/Promoter shall file a Compliance report in the form of an affidavit. In the event of non-compliance of this direction, Authority shall be constrained to invoke Sec. 63 of the Act,2016 and initiate penal proceedings.

Sd/-  
Preetha P Menon  
Member

Sd/-  
P H Kurian  
Chairman

/True Copy/Forwarded By/Order/



Secretary (Legal)

**APPENDIX**

**Exhibits produced by the Complainant**

Exhibit A1- Copy of brochure

Exhibit A2 – Copy of the sale agreement

Exhibit A3 – Copy of the Construction agreement

Exhibit A4-Copy of details of Association formation

Exhibit A5-Copy of the Registration Certificate of Association

Exhibit A 6– Copy of email intimation to Respondents

Exhibit A7 – Copy of PAN Card

Exhibit A8 – Copy of notice for due payment

Exhibits A9 & A9 – Copy of email communications to Respondents

Exhibit A10 – Photographs (4 Nos)

**Exhibits produced by the Respondent**

Exbt. B1 – Affidavit dated 24.10.2023

