

BEFORE ADJUDICATING OFFICER, RERA

BENGALURU, KARNATAKA

Complaint No. CMP/180706/0001010

Dated: 10th of October 2018

Complainant : Shivanand S Dhupad
and Dr. Vijaya,
No. 7/5, 2nd floor, SIMI Nilayam,
Basavanagar Main Road,
Vignan Nagar, Opp. Venus Hosp,
Bengaluru - 560037

AND

Opponent : The Greens Phase II
Sanchaya Land and Estate Pvt. Ltd.,
No. 479, HMT Layout, R. T Nagar
Bengaluru - 560032

J U D G E M E N T

1. Mr. And Mrs. Shivanand S Dhupad, complainants under complaint no. CMP/180706/0001010 has filed this complaint under Section 31 of RERA Act against the project "The Greens Phase II" developed by Sanchaya Land and Estates Pvt. Ltd., as the complainants are the consumers in the said project. The facts of the complaint read as follows:

"I have booked Flat No.501 in OAK Block, Tower B The Greens Phase II Indya Estates on 19th May 2013 and paid Rs.2 Lacs as booking amount and Bank has disbursed Rs.8,16,642. As per Agreement with builder the Pre -EMI interest to be reimbursed by builder to me two days prior to due date which I have not received. As per builder commitment the project should have been delivered by Dec 2015 but still there is no progress in the site. There is no response from the builder to our phone calls and mails to

refund the amount and to exit from the project. I request you to pass an order to get my whole amount including interest and legal charges to EXIT from project.

Relief Sought from RERA : Exit from the Project and Refund the whole amount."

2. After registration of the case notices have been sent to the parties through online. On 31/7/2018 the parties were present. The complainant has sought for refund of his amount with interest. Initially the developer was represented by Smt. Rubina but failed to file statement of Objection. Hence, I heard the argument of the complainant and posted for orders.
3. The complainant has entered into the Agreement in 2013 and paid the amount. The developer was expected to deliver the possession by the end of 2015 but now he has given the completion date as by the end of March 2016. Therefore the complainant wanted to Exit from the project in view of the delay made by the developer. Though there is no any opposition from the developer, the complainant has produced the Agreement of Sale and Construction Agreement.
4. In the Construction Agreement, the developer has agreed to pay delay compensation of Rs. 53.82 per Sq mt. But there is no provision in case of cancellation of the agreement. Therefore the Exit option claimed by the complainant cannot be denied and there is no any evidence from the side of the developer to deny it. With this observation; I proceed to pass the following order.
5. Before passing the final order I would like to say that as per section 71(2) of RERA the complaint shall be disposed off by the Authority within 60 days from the date of receipt of the complaint. This complaint was filed on 06/07/2018. As per SOP, 60 days shall be computed from the date of

Deliver

appearance of the parties. In this case the parties were present on 31/07/2018. Hence there is a little delay in closing the complaint.

ORDER

The Complaint filed by the complainant bearing No. CMP/180706/0001010 has been allowed by directing the developer to return the amount received from the complainant within 30 days from the date of this order. In case of failure, the principal amount shall carry interest @10.25% p.a from 31st day.

Intimate the parties regarding the order.

(Typed as per dictated, corrected, verified and pronounced on 10/10/2018).

Adjudicating Officer