

BEFORE ADJUDICATING OFFICER, RERA

BENGALURU, KARNATAKA

Complaint No. CMP/180919/0001293

Date: 13th DECEMBER 2018

Complainant : RASHMI I.R
403, Renaissance Woods JB Kaval
Sy No. 43 New No 43(p), Yelahanka
Hobli, Bengaluru Urban,
Karnataka -560015

AND

Opponent : Badrinath
Divya JSR Limelite
Divya Infra Properties Pvt. Ltd.,
Site No. 004, Survey No. 30,
hesarghatta Bangalore Pipe Road,
Renaissance HVV Villas, Abbigere,
Bengaluru Urban, Karnataka,
560015

"J U D G E M E N T"

1. Rashmi IR, has filed this complaint bearing No. CMP/180919/0001293 under Section 31 of RERA Act against the project "Divya JSR Limelite" developed by Divya Infra Properties Pvt. Ltd., as the complainant is the consumer in the said project. The complaint is as follows:

Done
13/12/18

"I, Rashmi.I.R. Booked Flat No. 411, in Primrose Block, 'A' Wing, by entering into agreement to sell cum construction agreement dated 28th October, 2014 with the land owner and the builder, Divya Infra Properties Private Limited and have paid Rs 33,54,656 (thirty three lakhs fifty four thousand six hundred fifty six) over a period of 49 months. I am paying interest to the India Bulls Bank from the past 49 months (total interest paid = 9,44,894), this amount is as of 19th Sep, 2018. The total amount paid from my end including the interest stands at 42,99,550 (33,54,656 as initial amount and payment made at each stage & 9,44,894 as interest) in respect of the loan contracted for purchasing the said flat since 2016 there is no progress in the project and failed to deliver the possession of the flat in October, 2017, as agreed in the agreement. The builder has failed to complete the project and consequently to give possession of the flat in accordance with the agreement. I would wish to withdraw from the project and the builder is liable to return the amount received by him in respect of the flat with interest 12% PM. Relief Sought from RERA : Refund of total amount = INR 42,99,550"

2. On registering the complaint, the authority has issued notice of hearing to appear before the Adjudicating Officer on 11/10/2018. On that day, the complainant appeared through her Counsel but the developer was not present. Hence, the case was again called on 5/11/2018, but even on that day the Counsel representing the complainant was present but not the developer. Hence, the authority heard the arguments of the complainant wherein the complainant submitted a Memo of Calculation which states as follows:

"-Principal Amount paid till date to the respondent	- Rs.33,54,656
-Interest paid to the Bank as on 13/11/2018	- Rs. 9,91,526
Total	<u>Rs. 43, 45,912</u>

Dene
13/11/18

3. Actually the complainant has sought for the refund of the amount paid by him to the developer. At the time of argument the learned counsel has given a memo stating that Rs.33,54,656/- as principal amount and interest paid was of Rs. 9,91,526 and the complainant was sought for interest at the rate of 12% P.A which is not permissible because rule 16 prescribed the rate of interest.
4. As per S.71(2) RERA, the complaint shall be closed within 60 days from the date of filing. This complaint was filed on 19/09/2018. As per the SOP the 60 days be computed from the date of appearance of parties. In this case the complainant alone has appeared hence there is no delay in closing this complaint. With this observation I proceed to pass following order.

ORDER

The Complaint no. CMP/180919/0001293 has been allowed by directing the developer to refund Rs. 43,45,912/- together with Interest @10.25% on Rs.33,54,656/- commencing from December 2018 till the realization of full amount.

Intimate the parties regarding this order.

(Typed as per dictation Corrected, Verified and pronounced on 13/12/2018)

(K.PALAKSHAPPA)
Adjudicating Officer