

BEFORE ADJUDICATING OFFICER, RERA
BENGALURU, KARNATAKA

Complaint No. CMP/190115/0001871

Presided by Shri K Palakshappa

Adjudicating Officer

Date: 24TH MAY 2019

Complainant : Sagar Wakharkar
2D 105 NG Suncity Phase 1,
Thakur Village, Kandiva Behind,
Thakur College, Maharashtra
Mumbai Suburban - 400101.

AND

Respondent : Ashwin Hegde
The Greens Phase 1,
Sanchaya Land and Estate Pvt Ltd
479 HMT Layout, R T Nagar
Near R T Nagar bus depot
Bengaluru - 560032.

J U D G E M E N T

Sager Wakharkar under complaint no. CMP/190115/0001871 has filed this complaint under Section 31 of RERA Act against the project "THE GREENS PHASE 1" developed by Sanchaya Land and Estate Pvt Ltd, as he is the consumer in the said project. The facts of the case are as follows:

"Respect Sir/ Madam, This is to bring to your notice that we had booked a flat in The Greens phase 1 project, flat no 205 - E wing pine tower on 10th August 2013 by paying a initial token is Rs 50,000. As per the agreement the possession was due on December 2014. Today its January 2019 and we have still not received the

Done
24/05/19

possession of the flat. For past 5 years builder has been giving false promises of possession through mails and by post. The builder has stopped paying the pre-EMI interest promised till possession from January, 2015. Currently I am really feeling this as a huge financial burden. I would request RERA to intervene and bail me out of this situation and help me in getting the entire amount refunded along with the interest due by the builder.

Relief Sought from RERA: Full refund of amount + Compensation”

2. When the case was called on 12/02/2019 the complainant was present but respondent did not appear. I would say that till the case is reserved for judgement there was no representation on behalf of the developer. The complainant has filed this complainant against developer by describing his case as above.
3. As per the booking form the complainant has paid the amount in the month of July 2013. The developer has failed to deliver the goods as agreed by him. Therefore as per Sec. 18 he is bound to return amount in case he fails to complete the project within the time agreed. But the developer neither complete the project nor return the amount and hence the complainant has filed this complaint where3 he has given calculation amount which is shown as under:

1. Down payment	50,000
2. Contribution towards -20% payment	- 2,00,000
3. Contribution towards -20% payment	- 88,275
4. Contribution towards -20% payment	- 70,015
5. Contribution towards -20% payment	- 12,45,285
6. Bank payment Disbursement	- <u>3,06,218</u>


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	19,59,793
Pre -EMI Interest paid by me	4, 26,289
Total due	- <u>23,86,082</u>
Mental harassment	- 27,86,082

4. As there is no any dispute regarding the case made out by the Complainant the Developer has to pay the same.
5. In the view of above discussion the complaint filed by Complainant is to be allowed.
6. 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 15/01/2019. As per SOP, 60 days shall be computed from the date of appearance of the parties. In this case the parties were present on 12/02/2019. The Developer has not at all present. Hence, the question of delay does not arise and as such I am proceeding to pass the following.

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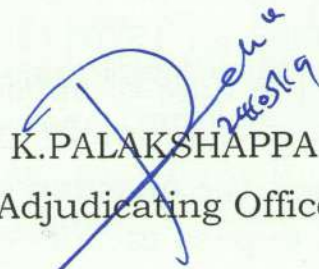
ORDER

The Complaint filed by the complainant bearing No. CMP/190115/0001871 is allowed.

1. Directing the developer to pay Rs. 27,86,082/- with interest at 9%p.a on the respective amount paid on the respective dates till 30/04/2017 and at the rate of 10.75% p.a till the recovery of the entire amount.
2. Further the developer shall also pay Rs. 5000/- as cost of the petition.

Intimate the parties regarding the order.

(Typed as per dictated, corrected, verified and pronounced on 24/05/2019).


K.PALAKSHAPPA
Adjudicating Officer