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**BEFORE ADJUDICATING OFFICER, RERA**  
**BENGALURU, KARNATAKA**

**Complaint No. CMP/181224/0001793**

**Presided by Sri K Palakshappa**

**Adjudicating Officer**

**Date: 30<sup>th</sup> April 2019**

Complainant : Denny George Martin  
35 Prasiddhi Nivas R R Bakery  
Road, Vinayaka Nagar  
Annasandrapalaya,  
Bengaluru – 560017.

AND

Opponent : Aryan Golden Arena – F  
Aryan Hometec Pvt. Ltd.,  
1<sup>st</sup> Floor, 3<sup>rd</sup> J P Nagar Phase 5  
4<sup>th</sup> Main Road, Dollars Colony  
Phase 4, Bengaluru- 560076.

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**“J U D G E M E N T”**

1. Denny George Martin, Complainant filed complaint bearing complaint no. CMP/181224/0001793 has filed this complaint under Section 31 of RERA Act against the project “Aryan Golden Arena – F” developed by Aryan Hometec Pvt. Ltd., as the complainant is the consumer in the said project. The complaint is as follows:

  
30/04/2019



*"We (Denny George Martin, Linsy V Martin and Sunand Albert Martin have booked 3 flats (F-806, F-202, and F-102) respectively on 10/06/2017, 06/06/2017, 06/06/2017 in Aryan Golden Arena, Sarjapur-Atibelle Road. The flats were booked through a property consultancy named SquareYards, Bangalore. We were offered a scheme of "no pre-EMI till possession" that is the EMI for the above mentioned project will begin only after possession of the flat. The loan for the flats were borrowed from India Bulls, which were sanctioned on 15/06/2017 (Denny George Martin), 23/09/2017 (Linsy V Martin), 14/06/2017 (Sunand Albert Martin). From November 2018, the bank has started pre-EMI deductions from one of our accounts. We would like to bring to your notice that the construction at the above mentioned site is not in progress. As we are not satisfied with the construction progress, we would like to cancel the booking of the flats. We want the refund of the payment made for the booking, pre-EMI deducted till date and home loans closed.*

*Relief Sought from RERA: Cancellation, refund, home loans closed of 3 flats"*

2. In pursuance of the notice issued by this Authority, on 25/1/2019 the complainant was present but respondent did not, when the case was called. One more notice was issued to the developer, but the developer never appeared even though this case was called on 21/2/2019, 1/3/2019, 27/3/2019 and on 10/4/2019.

*D. Denny*  
*20/06/19*



3. The complainant has filed this complaint for cancellation of agreement with refund. He has booked flat bearing No. F-806. The complainant has given a Memo of Calculation.

"Loan

Loan Disbursed – Rs. 14,56,800/-

Advance Paid for booking – Rs. 1,34,920/-

EMI

January 2019 – Rs. 11,291

February 2019 – Rs. 11,291

} Not paid

Loan Processing Fee - Rs. 9500"

4. According to complainant, he was offered a scheme "No Pre-EMI till Possession". But it is the allegation that the bank has started deduction from his Account. Moreover there is no progress on the site. This is the main reason for the complainant to go out from the project. It appears that there is no Agreement of Sale. It means that the complainant wanted to say that the developer has violated the scheme. It was the burden on the developer to pay EMI and now there is no progress in the project, but the deduction has been already started. This fact leads to the complainant to go away from the project. The claim made by the complainant has not been denied by the other sides. The developer has failed to respond to the claim of the complainant means; the allegation made by the complainant may be accepted.

*Devi*  
*30/04/19*



5. AS per S.71(2) RERA, the complaint shall be closed within 60 days from the date of filing. As per the SOP the 60 days be computed from the date of appearance of parties. In this case the developer never appeared. Hence the complaint is being disposed with no delay. With this observation I proceed to pass the order.

**ORDER**

1. The complaint no. CMP/181224/0001793 has been allowed by directing the developer to return the amount of Rs. 1,34,920/- The developer is directed to pay the simple interest at the rate Rs. 10.75% p.a. till the realisation entire amount from 10/06/2017.
2. The developer shall also discharge loan amount along with EMI and interest and process fee.
3. The complainant is hereby directed to execute the cancellation deed in favor of the Developer after the entire amount has been realized.
4. The developer also directed to pay Rs.5,000/- as cost of this petition.

Intimate the parties regarding this order.

(Typed as per dictation Corrected, Verified and pronounced on 30 /04/2019)

(K.PALAKSHAPPA)  
Adjudicating Officer