

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

**Complaint No. CMP/190205/0002061**

**Presided by Sri K Palakshappa**

**Adjudicating Officer**

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

Complainant : Linsy V 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. Linsy V Martin, Complainant filed complaint bearing complaint no. CMP/190205/0002061 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:

*[Handwritten signature]*  
30/04/19

"I (Linsy V Martin) booked a flat (F-202) on 06/06/2017 in Aryan Golden Arena, Sarjapur-Atibelle Road. The flat was booked through a property consultancy named SquareYards, Bangalore. I was 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 flat was borrowed from India Bulls, which was sanctioned on 23/09/2017. From November 2019, the bank has started pre-EMI deductions from my account. I would like to bring to your notice that the construction at the above mentioned site is not in progress. As I am not satisfied with the construction progress, I would like to cancel the booking of the flat. I 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 loan Closed"

2. In pursuance of the notice issued by this Authority, on 01/03/2019 the complainant was present through her authorized person 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 27/3/2019 and on 10/4/2019.
3. The complainant has filed this complaint for cancellation of agreement with refund. He has booked flat bearing No. F- 202. The complainant has given a Memo of Calculation.

*[Handwritten signature]*  
20/04/19

"Loan

Loan Disbursed – Rs. 16,35,215/-

Advance Paid for booking – Rs. 1,49,563/-

EMI

November 2018 – Rs. 13611

December 2018 - Rs. 13910

January 2019 – Rs. 13910

} Paid

February 2019 - Rs. 13910 ⇒ Not Paid

Loan Processing Fee - Rs. 10,150"

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 in 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.

*[Handwritten signature]*  
30/06/19

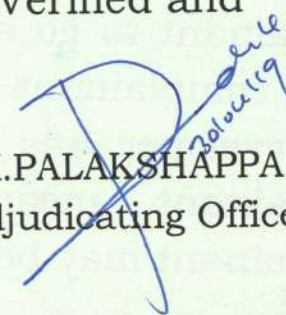
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5. AS per S.71(2) RERA, the complaint shall be closed within 60 days from the date of filing. This complaint was filed on 05/02/2019. As per the SOP the 60 days be computed from the date of appearance of parties. In this case the developer never appeared. Hence the complaint is being disposed with no delay. With this observation I proceed to pass the order.

### **ORDER**

1. The complaint no. CMP/190205/0002061 has been allowed by directing the developer to return the amount of Rs. 1,49,563/- . The developer is directed to pay the simple interest at the rate of Rs. 10.75% p.a. till the realisation entire amount from 06/06/2017.
2. The developer shall also discharge loan amount along with EMI, interest and process fee if any.
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