

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

**Presided by Sri K.PALAKSHAPPA**

**Adjudicating Officer**

**Complaint No. CMP/190721/0003596**

**Dated: 9<sup>th</sup> December 2019**

Complainant : Dayanand Prasad  
2nd Floor, Benoy Mukherjee Complex,  
Opposite LIC Office, S. F. Road, Siliguri,  
West Bengal- 734005

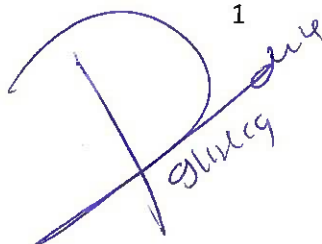
AND

Opponent : GM AMBITIOUS ENCLAVE  
M/s. Allam Infinite India Private Limited  
No.06 BTM Layout Outer Ring Road,  
1st Stage 1st Phase,  
Bangalore - 560068,  
Rep. By: Kumari Lubna, Advocate.

**J U D G M E N T**

1. This Complaint is filed by the Complainant against the Developer seeking for the relief of refund of his money. The facts of the complaint is as follows:

1. Flat No-C-10-11 of GM Ambitious Enclave was booked by us on 23-02-2019 and through a bi-partite agreement of sale on 12-03-2019. It was booked by us based on the assurance given by "Piramal Capital & Housing Finance LTD"(also the Financer of GM Ambitious Enclave available in GM Ambitious Enclave office at the site) to sanction loan in our favor. As per directions, given by two managers of the firm we submitted all documents pertaining to my Pension and Bank Fixed Deposit accounts for review. 2. After 15 days their higher authority rejected our request for the loan on the basis of me being a Senior Citizen. 3. We, being Senior Citizens have no other option except to terminate the Agreement and cancel the booking of C-10-11 of

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GM Ambitious Enclave. 4. A letter of cancellation/termination of booking of the flat dated 05-06-2019 was sent to M/s Allam Infinite India Pvt. Ltd through speed post and acknowledged on 10-06-2019 (Copy of receipt is attached). 5. The letter was also sent to different authorities of M/s Allam Infinite India Pvt. Ltd. through email to following persons: i) Touseef Ahmed (CRM of the Company) ii) Vikash Suryavansi (Deputy CRM of the Company) iii) enquiry@gminifinite.com (Copy of all emails attached) 6. We, being Senior Citizens, above 65 years of age, the total amount paid is Rs.12,75,000 out of my Retirement Corpus received and breaking my Fixed Deposit Account. I have lost bank interest on that amount of money. I need an immediate refund as per Section 5.3 of the Sales Agreement dated 12-03-2019 (Copy attached).

*Relief Sought from RERA: Refund of Money with Interest on Flat Cancellation*

2. After registration of the case notice has been issued to the Respondent and accordingly he appeared through his advocate. Later filed a memo proposing one kind of settlement but the complaint has not accepted.
3. I have heard the case of the parties.
4. Heard the arguments.
5. The point that arisen for my consideration was:
  - a. Is the complainant entitled for refund of the amount?
  - b. My answer is affirmative for the following;

### **REASONS**

6. The complainant has sought for refund of his amount paid towards purchase of flat bearing No. C-10-11. The complainant has paid Rs. 12,50,000/- . The developer has failed to give possession. As against the case of the complainant the counsel for the developer has filed a memo on 18/09/2019 giving one kind of proposal. I would say that the matter was already posted for judgment on 13/09/2019 but on 18/09/2019 this memo was filed. Hence, the complainant was called and heard again.

*Devi  
09/11/19*

7. The memo given by the developer reads as under:

*It is submitted that the complainant has sought for refund of amount paid as per the agreement of sale and construction. It is further submitted that the respondent was ready and willing to refund the amount as per Clause 5.3 of the construction agreement and as per clause 1.6 of the Sale agreement.*

8. But it is proved that the complainant has paid the said amount. Since there is no dispute regarding the payment I would say that the developer has to refund the same along with interest as per rules.
9. Before passing the final order I would say that as per S.71 (2) RERA, the complaint will have to be closed within 60 days from the date of filing. In this case the complaint was filed on 21/07/2019. In this case the parties have appeared on 23/08/2019 and as such there is some delay in completing the complaint. Hence I proceed to pass the following;

### **ORDER**

The Complaint No. CMP/190721/0003596 is allowed.

- a. The developer is hereby directed to pay Rs. 12,50,000 with interest @ 2% p.a. above the MCLR of SBI from 12/03/2019 till realisation.
- b. Further the developer shall pay Rs. 5000/- as cost.
- c. Intimate the parties regarding this order.

(Typed as per dictation Corrected, Verified and pronounced on 09/12/2019)

(K.Palakshappa)  
Adjudicating Officer

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