

ರಿಯಲ್ ಎಸ್ಟೇಟ್ ನಿಯಂತ್ರಣ ಪ್ರಾಧಿಕಾರ, ಬೆಂಗಳೂರು  
**Real Estate Regulatory Authority Bangalore**  
ನಂ:1/14, ನೆಲ ಮಹಡಿ, ಸಿಲ್ವರ್ ಜ್ಯೂಬಿಲಿ ಬ್ಲಾಕ್, ಯುನಿಟಿ ಬಿಲ್ಡಿಂಗ್,  
ಸಿ.ಎಸ್.ಐ.ಕಾಂಪೌಂಡ್, 3ನೇ ಕ್ರಾಸ್, ಮಿಷನ್ ರಸ್ತೆ, ಬೆಂಗಳೂರು-560027

**BEFORE ADJUDICATING OFFICER, RERA**  
**BENGALURU, KARNATAKA**  
**Presided by Sri K.PALAKSHAPPA**  
**Adjudicating Officer**  
**Date 9<sup>th</sup> March 2020**

<b><u>Complaint No.</u></b>	<b><u>CMP/UR/190720/0003483</u></b>
Complainant	Gauri Shanker Singh, F-163, DDA Flat Dwarka, Delhi, South West Delhi- 110045 Rep.by Shri Bhojappa K.K., Advocate
Opponent	Mantri Developers Pvt.td., No.41, Mantri House, Vittal Mallya Road, Bengaluru - 560001

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

1. Gauri Shanker Singh, the complainant has filed this complaint bearing no.CMP/UR/190720/0003483 under Section 31 of RERA Act against the project "Manti Webcity Phase 2" developed by Mantri Developers Pvt. Ltd.
2. In pursuance of the notice issued by the authority, the complainant appeared through his counsel Sri K.K.Bhojappa and respondent also appeared through his counsel.
3. Heard the arguments on both sides.

*Devi*  
09/03/2020

**ರಿಯಲ್ ಎಸ್ಟೇಟ್ ನಿಯಂತ್ರಣ ಪ್ರಾಧಿಕಾರ, ಬೆಂಗಳೂರು**  
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4. The point that arise for my consideration is
- Whether the complainant is entitled for the relief as sought in the complaint?
  - If so, what is the order?
5. My answer to the above point is affirmative for the following

**REASONS**

6. This complaint is filed by the complainant seeking relief of refund of amount paid by him towards purchase of flat bearing No.905 measuring 1260 sq.ft. In this regard, the complainant has executed agreement of sale and also construction agreement. The developer has agreed to complete the project on or before July 2018, but till today the developer has failed to complete the project. The transaction took place in the year 2015. The learned counsel appearing for the complainant has given a memo of calculation, which reads as under:

**Memo of calculation**

1.Booking amount Dt.19/09/2015	Rs.1,00,000/-
2.Payment 10% towards Flat No.905 Dt.14/09/2019	Rs.7,65,068/-
3.loan amount 70% including TDA towards flat No.905	Rs.51,36.407/-
4.Pre-EMIs paid by complainant Rs.44,715 x 30=13,42,530/- to bank after defaulting the builder	Rs.13,42,530/-
Grand Total Rs.	Rs.73,35,005/-

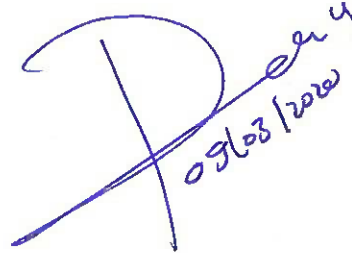
*The opposite party has to pay Rs. Rs.73,35,005/- (Rupees seventy three lakh thirty five thousand five) to the complainant The opposite party is chronic defaulter in payment of Pre-EMIs. Thereafter the complainant has been paying pre-EMIs to the bank till today. Under that circumstances, the complainant respectfully prays that this Hon'ble RERA authority may be pleased to direct the opposite party to close the Bank loan and refund the booking amount and also to be refund pre-EMIs which have paid by the complainant to the bank, in the interest of justice and equity.*

*P*  
03/09/2020

ರಿಯಲ್ ಎಸ್ಟೇಟ್ ನಿಯಂತ್ರಣ ಪ್ರಾಧಿಕಾರ, ಬೆಂಗಳೂರು  
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7. The evidence given by the complainant has not been denied by the other side. The developer remained absent. The evidence given by the complainant is supported with the documentary evidence and therefore, I believe the case of the complainant, hence complaint has to be allowed.
8. 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 is filed on 20/07/2019. In this case the complainant was appeared on 22/08/2019. After hearing the arguments of the complainant the case was reserved for judgment.

  
09/08/2019

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ಸಿ.ಎಸ್.ಐ.ಕಾಂಪೌಂಡ್, 3ನೇ ಕ್ರಾಸ್, ಮಿಷನ್ ರಸ್ತೆ, ಬೆಂಗಳೂರು-560027

9. With this observation, I proceed to pass the following.

**ORDER**

- a. The Complaint filed by the complainant bearing No. CMP/UR/190720/0003483 is hereby allowed.
- b. The developer is hereby directed to return Rs.8,50,000/- to the complainant .
- c. The developer is hereby directed to pay simple interest @ 9% per annum on the respective amount paid on the respective date till 30/04/2017 and @ 2% above the MCLR of SBI as on today on the respective amount paid by the complainant commencing from 01/05/2017 till realization of the entire amount.
- d. The developer is hereby directed to discharge loan amount with its interest, EMIs if due, EMIs, if paid by the complainant on behalf of the developer and any other statutory charges.
- e. The developer is also hereby directed to pay Rs.5,000/- as cost of the petition.
- f. The complainant is hereby directed to execute cancellation of agreement of sale after realization of the entire amount.

Intimate the parties regarding the order.

(Typed as per dictated, corrected, verified and pronounced on 09/03/2020).

  
(K.PALAKSHAPPA)  
Adjudicating Officer