

BEFORE ADJUDICATING OFFICER, RERA

BENGALURU, KARNATAKA

Presided by Sri K.PALAKSHAPPA

Adjudicating Officer

Complaint No. CMP/190807/0003845

Dated: 21st October 2019

Complainant : Sonali Satish Kolte,
Oberoi Splendor C-1107,
J.V.L.R, Opposite Majas Bus Depot,
Jogeshwari East,
Mumbai-400060

AND

Opponent : M/s. Sanchaya Land & Estate Pvt. Ltd.,
479, HMT Layout, R.T Bus Depot,
Bengaluru - 560032

J U D G M E N T

1. This Complaint is filed by the Complainant against the Developer seeking for the relief refund of her amount paid to the developer towards purchase of flat. The facts of the complaint is as follows:

I had purchased flat at green phase 1 Amber D block 401 on 16/09/2013. As per agreement possession was promised on December 2014. But till date i had not received the possession. Builder had also made agreement wherein he had promised to pay interest of loan till possession. But he had stopped paying the same from May 2016. He had also send demand letter without the architect certificate. I had not hounered his last demand since he had stopped paying me interest component. On 5th August he had send me cancellation notice for flat citing outstanding of 5 lakh which is not the case at all. Total purchasing cost was INR 2241889 amount paid so far INR 1815927+ interest componant 399247+ 2 percent interest per month for 357634 so total comes to INR 2572808

Relief Sought from RERA : Refund of money with interest

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21/10/19

2. After registration of the case notice has been issued to the Respondent but he failed to appear. In view of the same I have heard the case of the complainant.

3. Heard the arguments.

4. The point that arisen for my consideration was:
Is the complainant entitled for Refund of the Amount with interest?

My answer is affirmative for the following;

REASONS

5. The Complainant was present when the notice was issued but the Respondent was not appeared. Hence I heard the argument and posted the matter for Judgment. The Complainant has paid the total amount of Rs. 18,15,927/- to the developer. The developer has received the above said amount commencing from July 2013 though Agreement was executed but failed to complete the project.

6. According to the Complainant the developer was to deliver the possession within the end of 2014 it is also alleged that the construction was stopped.

7. During the course of trial the complainant produced the receipts for having paid the amount to the developer. It was submitted that Rs. 3,41,889/- paid by the complainant. Whereas the LIC has released amount of Rs. 14,74,038/-. Further the complainant has said that she has paid Pre-EMI of Rs. 3,99,247/-. Now the complainant is seeking refund of the amount. The above evidence is not denied by the other side. Hence the Complaint is allowed.

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21/6/19

8. 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 07/08/2019. In this case the Complainant has appeared on 13/09/2019. And as such there is no delay in completing the complaint. Hence I proceed to pass the following;

ORDER

The Complaint No. CMP/190807/0003845 is allowed.

- a. The developer is hereby directed to pay Rs. 3,41,889/- with interest @ 9% p.a. on the respective amount paid on the respective date prior to April 2017.
- b. The Developer is also hereby directed to pay interest @ 2% p.a. above the SBI marginal rate of interest on its home loan commencing from 01/05/2017 till realisation of the said amount of Rs.3,41,889/-
- c. The developer is also directed to discharge the LIC loan, with its interest, EMI if any paid by the Complainant, EMI if any due and any other incidental charges.
- d. Further the developer shall pay Rs. 5000/- as cost.
- e. Intimate the parties regarding this order.

(Typed as per dictation Corrected, Verified and pronounced on 21/10/2019)

(K.Palakshappa)
Adjudicating Officer