

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

**Complaint No. CMP/190128/0001990**

**Date: 09<sup>th</sup> APRIL 2019**

Complainant: NEETA FARZAN HEERJEE  
Flat no.40 Langford Court Apartment,  
No. 9, Langford Gardens  
Bengaluru- 560025.

AND

Opponent : Nitesh Columbus Square Phase II  
Nitesh Housing Developers Pvt Ltd  
7<sup>th</sup> Floor, Nitesh Timesquare,  
No.8, M.G. Road,  
Bengaluru - 560001.

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

1. Mrs. NEETA FARZAN HEERJEE has filed this complaint under Section 31 of RERA Act against the project "NITESH COLUMBUS SQUARE PHASE II" developed by Nitesh Housing Developers Pvt Ltd., bearing Complaint no. CMP/190128/0001990. The facts of the complaint are as follows:

*Apartment was booked in AUGUST 2012 Handover was due in AUGUST 2014 and with six months grace period as per agreement it should have been handed over by MARCH 2015 This is JANUARY 2019 and no signs of apartment being completed let alone handover. Numerous mails and phone calls have fallen on deaf ears. They keep asking us to be patient and keep giving handover dates only to buy time. Apartment cost was Rs 66,54,344/ I have already paid Rs 62,21,874/ I had taken a home loan for which i have paid interest of Rs 43,00/ I have never*

*D. D. D. D.*  
*26/04/19*

*defaulted on payment schedule and have paid as and when demand note was sent to me. I AM A SINGLE LADY AND HAD INVESTED MY ENTIRE LIFE SAVINGS IN NITESH FOR MY DAUGHTERS COLLEGE EDUCATION. BECAUSE OF THIS I AM NOW IN FINANCIAL DIFFICULTIES . NEITHER ARE THEY COMPLETING THE PROJECT NOR ARE THEY REFUNDING MY MONEY. I would like a refund of my invested amount with interest as I desperately need the money to support my daughter. I have shifted to Bangalore only for this reason. This is my humble request*

*Relief Sought from RERA: FULL REFUND WITH 18 % INTEREST*

2. In pursuance of the notice issued by the authority, on 27/2/2019 when the case was called the complainant was present, but the developer did not appear. Hence the case was called again on 19/03/2019. On that day also the developer was not present. Hence I have heard the arguments of the complainant who sought for the relief of refund of his amount with interest @18% per annum.
3. The complainant has entered into agreement with the developer by booking the flat No.A0905. The complainant has produced the necessary receipts for having paid the amount to the developer. The complainant also stated that the developer has given the statement of accounts. According to the statement of accounts he has paid total amount of Rs.62,21,879/-. The reason given by the complainant for seeking of refund because the developer has agreed to complete the project on or before March 2015 but till today there is no sign of completion of the project. The developer has failed to respond to the summons issued by this authority.

*Rohit*  
9/04/19

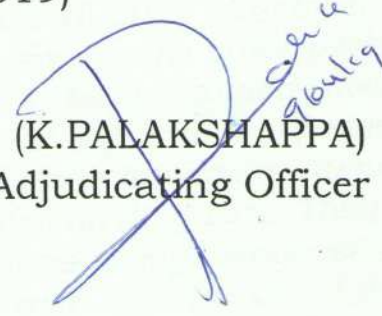
4. By looking into the statement of accounts, the receipts issued by the developer commencing from July 2012 there is no need to doubt his case. The developer who failed to complete the project is liable to refund the amount with interest as prescribed in Rule 16 of KRERA Rules, 2017. Hence, I proceed to pass the following order.

### ORDER

- a. The complaint filed by the complainant in CMP/190128/0001990 is allowed by directing the developer to return the amount of Rs 62,21,879/- together with interest @9% per annum on the respective payment made on the respective date till 30/04/2017 and also @10.75% per annum from the date of 01/05/2017 till the realisation of entire the amount.
- b. The developer is also directed pay Rs.5,000/- as cost of this petition.

Intimate the parties regarding this order.

(Typed as per dictation Corrected, Verified and pronounced on 09/04/2019)

  
(K.PALAKSHAPPA)  
Adjudicating Officer