

ಕರ್ನಾಟಕ ರಿಯಲ್ ಎಸ್ಟೇಟ್ ನಿಯಂತ್ರಣ ಪ್ರಾಧಿಕಾರ, ಬೆಂಗಳೂರು  
Karnataka Real Estate Regulatory Authority, Bengaluru  
ನಂ: 1/14, ನೆಲಮಹಡಿ, ಸಿಲ್ವರ್ ಜ್ಯೂಬಿಲಿ ಬ್ಲಾಕ್, ಯುನಿಟಿ ಬಿಲ್ಡಿಂಗ್ ಹಿಂಭಾಗ, ಸಿ.ಎಸ್.ಐ.ಕಾಂಪೌಂಡ್,  
3ನೇ ಕ್ರಾಸ್, ಮಿಷನ್ ರಸ್ತೆ, ಬೆಂಗಳೂರು-560027.

**BEFORE ADJUDICATING OFFICER, RERA  
BENGALURU, KARNATAKA**  
**Presided by Sri K Dalakshappa**  
**Adjudicating Officer**  
**Date: 14<sup>th</sup> of JANUARY 2020**

Complaint No.	CMP/191003/0004394
Complainant	PANKAJ GUPTA No.519, Sobha Quartz, Green Glen Layout, Bellandur Bengaluru-560103 Rep.by Sri Hitendra V.Hiremath, Advocate
Opponent	UNITECH LIMIED No.10/8, Umiya Landmark Lavelle Road Bengaluru- 560001

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

1. PANKAN GUPTA, Complainant has filed complaint bearing complaint no.CMP/191003/0004394 under Section 31 of RERA Act against the project 'Uniwold Resorts' developed by "Unitech Ltd" as the complainant and his brother are the consumers in the said project for refund of the amount, interest and compensation. The complaint is as follows:

*The Complainants Mr. Pankaj Gupta S/o. Mr. Balbir Kumar Gupta and Mr. Rohit Gupta S/o. Mr. Balbir Kumar Gupta, are filing this complaint against M/s. Unitech Limited (hereinafter referred to as the Respondent) who executed the Agreement for Sale of Undivided Share in Land and Agreement for Construction of an*

*D. Deena*  
14/01/2020

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Apartment both dated 03/02/2014 in favour of the Complainants with respect to apartment No. 16B having super built up area of 1935 Sq. Ft. under Block 1 in Tower No.16 , in the project ?Uniworld Resorts? situated at Veerasandra Village, Attibele Hobli, Anekal Taluk, Bengaluru. The Respondent has formulated a scheme of development of a residential apartment complex and agreed to sell the apartment for a sum of Rs. 91,68,980/-. Accordingly, the Complainants on their own have paid an amount of Rs. 8,36,083/- on 23/01/2014 and have obtained a loan by Housing Development Finance Corporation Limited (?HDFC?) on 22/01/2014 for a sum of Rs. 75,00,000/- and thereafter as per the demand raised by the Respondent the HDFC on various dates have disbursed an amount of Rs.24,44,380/- to the Respondent. The Complainants till date have paid a total sum of Rs. 32,80,463/- out of Rs. 91,68,980/- towards the purchase of the Apartment. The Complainant starting from April, 2014 to August, 2019 has paid EMI of Rs.15,07,868/- to HDFC for the loan being obtained towards purchase of the Apartment. Thereafter, from August, 2019 the Complainants are paying an amount of Rs.23,900/- as EMI to HDFC. Under the aforesaid Agreement for Sale & Construction Agreement, the Respondent ought to be handed over the completed Apartment on or before October 2016 (inclusive of the grace period of three months) to Complainants. However, the Respondent failed to deliver the completed Apartment to the Complainants and that the Complainants have been continuously following up with the Respondent for the completion and handing over of the Apartment. The Respondent, till date, has not delivered the said Apartment to the Complainants even after the expiry of grace period of three months stipulated under the aforesaid Agreement for Sale and Construction Agreement. The said non-delivery of the Apartment amounts to an offence under the Real Estate (Regulation and Development) Act, 2016. In these circumstances, the above complaint has been filed praying for the following relief: (a) Direct the Respondent to return the entire amount of Rs.32,80,463/- paid for the purchase of the Apartment No. 16B in Block ? 1 with applicable interest and compensation at the earliest (b) Direct the Respondent to return the amount of Rs.15,07,868/- being the EMI amount paid to HDFC starting from

*D. Devi*  
14/06/2020

ಕರ್ನಾಟಕ ರಿಯಲ್ ಎಸ್ಟೇಟ್ ನಿಯಂತ್ರಣ ಪ್ರಾಧಿಕಾರ, ಬೆಂಗಳೂರು  
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*April, 2014 till August, 2019 (c) Direct the Respondent to return the amount of Rs.23,900/- being the EM amount paid to HDFC starting from August, 2019 until realisation (d) grant compensation for the mental agony caused to the Complainant due to acts of the Respondent (e) order for payment of costs; and (f) Grant any other order/relief that this Hon'ble Authority deems fit in the ends of Justice and Equity The detailed complaint is annexed as Attachment No.1*

*Relief Sought from KERA :*

*Refund of amounts paid Interest&Compensation*

*Relief Sought from RERA :Refund of amounts paid interest and compensation.*

2. In pursuance of the notice issued by this authority, the complainant along with brother have appeared through their counsel Sri Hitendra V Hiremath and filed physical copy of the complaint. The developer failed to appear in spite of notice.
3. In view of the same I have heard arguments of the complainant and the matter was posted for judgment on merits.
4. The points that arise for consideration is as to:

Whether the complainant is entitled for refund of amount as prayed?

5. My answer is affirmative for the following

*Dear*

ಕರ್ನಾಟಕ ರಿಯಲ್ ಎಸ್ಟೇಟ್ ನಿಯಂತ್ರಣ ಪ್ರಾಧಿಕಾರ, ಬೆಂಗಳೂರು

**Karnataka Real Estate Regulatory Authority, Bengaluru**

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### REASONS

6. The complainant and his brother Rohit Gupta who is also second party in the agreement have engaged their advocate filed the necessary documents. I would say that the respondent who has served with the notice issued by this authority failed to appear. Therefore, I have heard the arguments of the complainants where he has submitted that he has entered into agreement of sale with the developer on 03.02.2014 towards purchase of flat bearing No.16B. The developer has agreed to complete the project on or before October 2016 including the grace period. It is the case of the complainant that since the project is not completed as agreed, he is entitled for the relief sought. The complainant has produced some photos showing present status of the project. By looking into those photos one cannot presume that the project is going to be completed within short period. The complainant has also produced receipts for having paid the amount. According to the complainant he has paid Rs.32,80,463/- as self payment and rest of the amount is through bank loan. The evidence given by the complainant has not been denied by other side. The document produced by the complainant proves the payment. Therefore, I have no other option except to accept the prayer made by the complainant.
7. 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. The said 60 days be computed from the date of appearance of the parties. In this case the parties have appeared on 06.11.2019 and case is being disposed off on today is with little delay.

*D. S. S. S.*  
14/11/2019

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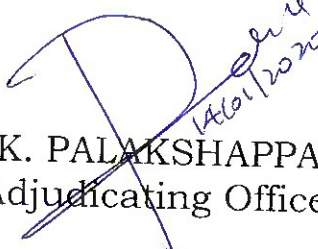
8. With this observation, I pass the following

**ORDER**

- a. The Complaint filed by the complainant bearing No.CMP/191003/0004394 is hereby allowed
- b. The developer is hereby directed to refund amount of Rs.32,80,463/-.
- c. The developer is hereby directed to pay interest @ 9% p.a on respective amount on the respective dates till 30.04.2017 and @ 2% above the MCLR of SBI on the above amount of Rs.32,80,463/- commencing from 01.05.2017 till the date of realization of the entire amount.
- d. The developer is hereby directed to discharge bank loan with its interest, EMI if any, EMI if paid by the complainant and any other statutory charges.
- e. The complainant is hereby directed to execute cancellation of agreement of sale after realization of the entire amount.
- f. The developer is hereby directed to pay Rs.5,000/- as cost of the petition.

Intimate the parties regarding the order.

(Typed as per dictated, corrected, verified and pronounced on 14/01/2020).

  
K. PALAKSHAPPA  
Adjudicating Officer

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