

PROCEEDINGS OF THE AUTHORITY

BEFORE BENCH 5

PRESIDED BY HON'BLE MEMBER G.R. REDDY

COMPLAINT NO: CMP/00342/2023

DATED THIS 22nd DAY OF NOVEMBER, 2023

COMPLAINANT : 1. Mr.Vijay Sathya
2. Ms.Vasudha Sathye

Both are residing at H-502
Ozone Evergreen Apartments
Haralur Road, Kasavanahalli
Bangalore : 560 102

(Party in Person)

RESPONDENT /
PROMOTER : 1. M/s.Eco Global Builders &
Developers
#1, Pioneer House, Hollywood
Town, Sadahalli, Post Devanahalli
Bangalore : 562110

2. M/s.Ozone Infra Developers Pvt Ltd
2nd Floor, No.35/1, Yellappa Chetty
Layout, Civil Station, Ulsoor Road
Bangalore : 560 042

3. Mr.Ronald Colaco
No.31, Hollywood Town,
Sadahalli Post, Devanahalli
Bangalore: 562 110

4. Mr.John Robert Colaco
No.14, Hollywood Town
Sadahalli Post, Devanahalli
Bangalore:562 110



5. Mr.Vivek Kumar
No.342, The Embassy,
Ali Askar Road
Bangalore : 560 003
6. Mr.Sulav Agarwal
No.18, Ram Kishore Road
Civil Lines, Delhi : 110 054
7. M/s.Indus Tech Park
No.5 & 6, Sundar Mansion
Raghavendra Layout,
Yeshwanthpur, Bangalore:22
8. Mr.Judith Ledwin Colaco
No.31, Hollywood Town
Sadahalli Post, Devanahalli Taluk
Bangalore : 562 110
9. Mrs.Asha Colaco
No.14, Hollywood Town
Sadahalli Post, Devanahalli Taluk
Bangalore : 562 110
10. Mrs.Shipra Kumar
No.342, The Embassy,
Ali Askar Road
Bangalore : 560 003

(None Represented)

PROJECT NAME & : OZONE URBANA INTEGRATED
TOWNSHIP - PRIME
REGISTRATION NO. PRM/KA/RERA/1251/309/PR/180217/
002477

J U D G E M E N T

This complaint is filed under Sec-18 of the Real Estate (Regulation and Development) Act, 2016 before this Authority against the project **OZONE URBANA INTEGRATED TOWNSHIP - PRIME**, situated at Sy.No.95, 94/2, 94/3 & 131 Block of Kannamangala Village, Poojanahalli Village, Kasaba

Hobli, Devanahalli Taluk, Bangalore praying for a direction to Refund the amount paid with Interest.

BRIEF FACTS OF THE COMPLAINT ARE AS UNDER: -

1. As per the details furnished by the Complainants in the memo of calculation, the complainants have entered into an agreement of sale dated 21/11/2018 for purchase of an apartment and paid a sum of Rs.24,09,875/- (Rupees Twenty Four Lakhs Nine thousand eight hundred seventy five only) towards purchase of an apartment in the project known as **OZONE URBANA INTEGRATED TOWNSHIP – PRIME.**

2. The project completion date as per agreement was 30.06.2021. The Respondent has not completed the project as per the date agreed in the agreement and handed over the apartment to the complainant. Since it is more than 3 years delay from the date of completion, agreed by the Respondent and failed to communicate the probable date of completion to the complainants. Hence, the complainants have filed the above complaint before the Authority praying for following reliefs:

Refund of the amount paid together with compensation

3. From the records produced by the Complainants, as per the agreement, the completion date is agreed as 30.06.2021. The promoter-respondent was required to complete the project and hand over possession of the apartment by 30.06.2021. Since the respondent-promoter has failed to complete the construction and handover the apartment within the due date mentioned in the agreement, the complaint filed by the

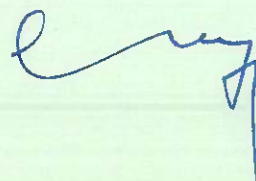


Complainants is admissible for relief in accordance with Section 18 of the Act.

3. After registration of the complaint, Notice was sent by the Authority to both complainants and respondent to appear before the Authority on 28.09.2023. Complainants have appeared before the Authority and the Respondent did not enter appearance nor represented by anybody during the hearing. The hearing of the complaint was adjourned to 2.11.2023.

4. During the hearing on 2.11.2023, the Complainants have filed MOC for refund with interest along with supporting documents such as sale agreement, payment receipts etc., and served the same on the respondent. The Respondent has neither filed any MOC nor disputed the MOC filed by the Complainant. The respondents were absent on both the days of hearing, hence placed ex-parte. Based on the documents and information furnished by the Complainants in their memo of calculation for refund with interest, it is apparent that the promoter has received the amount and failed to refund the money with interest. Since the respondent-promoter has failed to refund the money to the complainants, this complaint is admissible for relief in accordance with Section 18 of the Act.

5. As per Section 18 of RERA Act, in case the allottee wishes to withdraw from the project the promoter is liable without prejudice to any other remedy available, to return the amount received by him in respect of that apartment, plot, building as the case may be with interest at such rate as may be prescribed in this behalf including compensation in the manner



as provided under this Act. Therefore, as per Section 18 of the Act, the promoter is liable to refund the amount received along with interest.

6. From the averments made in the complaint and the documents produced by the Complainant, it is evident that the complainant has paid the advance sale consideration amount and is entitled to get refund of their amount paid along with interest as per the memo of calculation submitted by the Complainant.

7. Therefore, it is incumbent upon the respondent to refund the amount with interest which is determined as under:

Memo of Calculation for Refund submitted by the Complainants as on 12.09.2023


Principle amount (A) Rs.	Interest (B) As on 12.09.2023 Rs.	Refund from Promoter (C) Rs.	Total Balance Amount (A+B) Rs.
24,09,895	11,69,761		35,79,656

And accordingly the Authority passes the following:

ORDER

1. In exercise of the powers conferred under Section 31 read with section 18 of the Real Estate (Regulation and Development) Act, 2016, the complaint Bearing No. CMP/00342/2023 is hereby allowed.

2. Respondent is directed to refund a sum of **Rs. 35,79,656/- (Rupees Thirty five lakhs seventy nine thousand six hundred fifty six only)** towards refund with



interest to the complainant within 60 days from the date of this order as per the calculation of the Complainants, calculated from 01/05/2017 till 12.09.2023. The interest due from 13.09.2023 up to the date of final payment will be calculated likewise and paid to the complainant. The complainant is at liberty to initiate action for recovery in accordance with law, if the respondent fails to pay the amount as per the order of this Authority.


(G.R. REDDY)
MEMBER
FIFTH ADDITIONAL BENCH
K-RERA

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Total Balance Amount (A+B) Rs.	Interest (B) As on 12.09.2023 Rs.	Principle amount (A) Rs.
35,79,656	11,99,781	24,09,895

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