



GOA REAL ESTATE REGULATORY AUTHORITY

101, 1st Floor, 'SPACES' Building, Plot No. 40, EDC Patto Plaza, Panaji 403 001Goa
www.rera.goa.gov.in

Tel: 0832-2437655; e-mail: goa-rera@gov.in

F.No:4/RERA/Adj. Matters (116)/ 2024 / 881

Date: 28/06/2024

BEFORE THE ADJUDICATING OFFICER

1. Dr. Yogin Ramesh Nande

2. Dr. Pooja Yogin Nande

Both residing at D-1/703, Lunkad zodiac,
Near HDFC Bank, Viman Nagar,
Pune Maharashtra-411014

.....Applicants

Versus

1. M/s Expat Projects & Development Private Limited

A Private Limited Company incorporated under

The provisions of the companies Act, 1956

and having its registered Office at

Carlton Towers, A-wing, 3rd Floor,

No. 1, Airport Road, Bengaluru-560008.

And Office also at

Expat Vida Uptown Commercial,

Office No. A2-213, Second Floor,

Near Hotel Ronald, Panelim,

Kadamba Plateau, Goa-403402.

Through its Directors:-

a. Mr. Nenumal Bhatia

b. Mr. Santosh Balakrishna Shetty

c. Mr. Sachhidanand Ramappa Kanchan

d. Mr. Lansel Victor D' Souza

Having Office at Car Carlton Towers, A-wing, 3rd Floor,
No. 1, Airport Road, Bengaluru-560008.

.....**Respondent**

Ld. Advocate Ms. Smrati Bangera for the applicants.

Ld. Advocate Shri Pritesh Shetty for respondent no. 1.

Matter is proceeding ex parte against respondent no. 1 (a), (b), (c) and (d)

ORDER

(Delivered on this 28th day of the month of June, 2024)

The present proceedings have arisen as a corollary to the complaint under Section 31 of the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as 'the RERA Act') filed by the applicants against the respondent bearing complaint no. 3/RERA/Complaint(363)/2023.

2. The above said complaint was disposed of vide Order dated 10.01.2024 by the Hon'ble Goa Real Estate Regulatory Authority. The said Authority directed as follows:-

“The Promoter/respondent is directed to refund the amount of ₹16,50,000/- (Rupees Sixteen Lakhs Fifty Thousand only) to the complainants within two months from the date of this order.

Further the said promoter/ respondent is directed to pay 10.85 % per annum interest (present lending rate of interest by SBI which is 8.85 % per annum plus two percent) for every month of delay to the complainants on the aforesaid amount paid by them i.e. from 28.04.2017 on the amount of ₹16,00,000/- and from 12.06.2017 on the amount of ₹50,000/- till the date of actual payment of the aforesaid refund.

Under Section 61 of the RERA Act, the respondent is directed to pay a penalty of ₹1,00,000/- (Rupees One Lakhs only) within two months from the date of this order. The said penalty, if realized, be forfeited to the State Government.

The respondent is directed to file compliance report of this order in the form of an affidavit within two months of this order, failing which further legal action will be taken by this Authority under the RERA Act for execution of this order.

The instant complaint is now referred to the Adjudicating Officer to adjudge compensation, if any, as per Section 71 of the RERA Act.”

3. Briefly stated, the case of the applicants is as follows:-

The applicants were in search of a residential property in Goa and came across an advertisement with respect to a project named as ‘Expat Vida Uptown Goa’ and agreed to purchase an apartment for a consideration of ₹16,50,000/-. The applicants made full payment in advance believing the assurances and representation of the respondent and thereafter executed and registered an agreement to sell dated 29.05.2019. However, the respondent kept on delaying the possession of the said apartment. The applicants issued a legal notice dated 17.06.2023 to the respondent informing that they want to withdraw from the said project and that they are liable to pay the aforesaid amount. The respondent has not filed any reply. The applicants were constrained to withdraw from the said project and thereafter preferred a complaint before the Hon’ble Regulatory Authority, who

accordingly passed an order dated 10.01.2024. The said order has not been complied with. The complaint was referred to the Adjudicating Officer to adjudge compensation as per Section 71 of the RERA Act. The applicants therefore sought compensation in terms of prayer 5 (a) to (e) of the application.

4. The respondent filed a reply inter-alia contending that the relief sought by the applicants is not in purview and scope of Sections 12, 14, 18 and 19 read with Section 71 of the RERA Act. The claim towards rental being made itself demonstrates that the applicants are investors and not allottees as per the RERA Act. The payments were made much before the agreement was registered which again show that the applicants are the investors and not allottees and therefore, the agreement is null and void. The relief sought regarding loss of rental cannot be provided under the RERA Act. The present dispute is of civil nature and does not pertain to any contravention of the RERA Act. The applicants have made the payments as an investment in the project and not for the purchase of the apartment and therefore, the application be dismissed.

5. Both the parties have filed their affidavits-in-evidence. Written arguments were filed by both the parties. Oral arguments were also heard.

6. The points for determination and my findings to the same are as under:-

| Sr. No. | Points for determination | Findings |
|------------|--------------------------|----------|
|------------|--------------------------|----------|



| | | |
|-----|--|-----------------------------------|
| (a) | <i>Whether the applicants are entitled for the relief claimed?</i> | <i>Partly in the affirmative.</i> |
| (b) | <i>What Order? What relief?</i> | <i>As per final order.</i> |

Points (a) & (b)

7. There is no dispute that the Hon'ble Regulatory Authority had directed the respondent to refund the amount of ₹16,50,000/- to the applicants within two months from 10.01.2024 along with other reliefs and also directed to file compliance report in the form of an affidavit within two months of the said order, failing which further legal action was proposed to be taken by the Hon'ble Regulatory Authority under the RERA Act for execution of the order. The said order has not been complied with by the respondent. The applicants filed the present application for compensation under Section 71 of the RERA Act.

8. Ld. Advocate Ms. Smrati Bangera for the applicants has submitted that the applicants have claimed compensation in terms of prayer 5 (a) to (e) of the application including ₹64,854/- towards compensation for travel and hotel expenses; ₹9,24,000/- towards loss of rent/license fees; ₹33,50,000/- towards loss of current market value in the vicinity; ₹50,000/- towards payment of stamp duty, registration fees and processing fees incurred by the applicants for execution and registration of the said agreement; ₹1,10,000/- towards payment of courts fees and

advocate fees for filing and conducting the complaint and the present application against the respondent and ₹50,000/- towards mental agony and harassment.

9. Ld. Advocate Ms. Smrati Bangera for the applicants has further submitted that the Hon'ble Apex Court in the case of **Lucknow Development Authority Vs. M. K. Gupta, 1994 SCC (1) 243**, has observed that the word "compensation" has a very wide connotation. It may constitute actual loss or expected loss and may also extend to physical, mental or even emotional suffering, insult or injury or loss. The respondent have been using hard earned money of the applicants and have been enjoying the benefits out of the same till today as the applicants are running from pillar to post to recover the amount which has not been refunded yet as per the order of the Hon'ble Regulatory Authority, thereby causing wrongful loss to the applicants and wrongful gain to the respondent.

10. Ld. Advocate Shri Pritesh Shetty for the respondent has submitted that the applicants are not entitled for any reliefs as the application filed by the applicants is not in purview and scope of Sections 12, 14, 18 and 19 read with Section 71 of the RERA Act. The applicants are the investors as they have made payments more than ten percent towards the cost of the apartment which is found to be in contravention in Section 13(1) of the RERA Act. The applicants have approached the Authority with unclean hands and therefore, the application is needed to be dismissed with compensatory cost.

11. There is no dispute that the applicants and the respondent have entered into an agreement to sell dated 22.05.2019 with respect to the said apartment and the possession of the said apartment was to be delivered on 31.08.2020. It is well settled that the nature of transaction is determined by the contents of the document and not by the averments made in the written statement, contrary to the contents of the said document. Admittedly, the above said agreement to sell was duly registered before the Sub-Registrar on 29.05.2019 wherein it is clearly mentioned that the applicants/allottees have already paid an amount of ₹16,50,000/- which is evident from Para 6 of the said agreement to sell. The relations between the applicants and respondent is therefore that of the promoter and the allottee as per the provision of the RERA Act and hence, the contention that the applicants are the investors cannot be countenanced.

12. The other submission of the Ld. Advocate Shri Pritesh Shetty that the applicants have paid the entire consideration amount prior to execution and registration of the agreement to sell in contravention of the RERA Act also cannot be assumed as in terms of Section 13 of the RERA Act, the responsibility is imposed on the promoter not to accept a sum more than ten per cent of the cost of the apartment, as an advance payment from a person without first entering into an agreement for sale with such a person under any law for the time being in force. The respondent has taken advance payment of ₹16,50,000/- from the applicants

towards the purchase of the apartment which is more than ten per cent of the cost of the apartment and therefore, the respondent cannot claim that the applicants are investors and not the allottees, which is contrary to the recitals contained in the said agreement for sell. There is therefore no merit in the submissions of Ld. Advocate Shri Pritesh Shetty that the applicants are the investors and not allottees as per the RERA Act.

13. Chapter III of the RERA Act gives details of the functions and duties of the promoter. Section 11 (4)(a) states as follows:-

“11(4) The Promoter shall be responsible for all obligations, responsibilities and functions under the provisions of this Act or the rules and regulations made thereunder or to the allottees as per the agreement for sale, or to the association of allottees, as the case may be, till the conveyance of all the apartments, plots or buildings, as the case may be, to the allottees, or the common areas to the association of allottees or the competent authority, as the case may be:

From the aforesaid Section 11(4) (a), it is clear that the promoter is responsible for all obligations, responsibilities and functions under the provisions of the said Act/Rules/Regulations to the allottees as per the agreement to sell. Thus, the promoter is bound by the terms, recitals and conditions as mentioned in the said agreement for sale.

14. Apparently, the applicants have sought withdrawal from the project and claimed relief before the Hon'ble Regulatory Authority under Section 18 of the RERA Act, which provides as under:-

“18. Return of amount and compensation.- (1) If the promoter fails to complete or is unable to give possession of an apartment, plot or building,—

(a) in accordance with the terms of the agreement for sale or, as the case may be, duly completed by the date specified therein; or

(b) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under this Act or for any other reason, he shall be liable on demand to the allottees, in case the allottee wishes to withdraw from the project, 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.

15. Even under Section 18 of the RERA Act, supra, the applicants are entitled to the return of amount and compensation only if the promoter fails to complete or is unable to give possession of an apartment, plot or building “in accordance with the terms of the agreement for sale or, as the case may be, duly completed by the date specified in the said agreement for sale.” Thus, if the promoter does not give

possession of an apartment, plot or building, as per the terms of the agreement for sale or as per the date specified therein, the cause of action accrues in favour of the complainant for the return of amount and compensation, which reliefs have been granted by the Hon'ble Regulatory Authority vide order dated 10.01.2024.

16. In the case of **“M/s Newtech Promoters and Developers Pvt. Ltd. Vs. State of UP and Ors. 2021 SCC, Online SC 1044**, the Hon'ble Apex Court has clarified that if the adjudicating officer on enquiry is satisfied that the promoter has failed to comply with the provisions of any of the Sections 12, 14, 18 and 19, he may direct to pay such compensation or interest as the case may be, as he thinks fit in accordance with the provisions of any of those sections. Therefore, the grounds for delay in delivering possession of the apartment to the applicants/complainants as given by the respondent/promoter, will not exonerate the respondent from legal liabilities under the said Act and corresponding legal rights accrued to the applicants under the said Act.

17. The broad factors to be considered while adjudging compensation have been provided under Section 72 which reads as under:-

“72. While adjudging the quantum of compensation or interest, as the case may be, under Section 71, the adjudicating officer shall have due regard to the following factors, namely:-

(a) the amount of disproportionate gain or unfair advantage, wherever quantifiable, made as a result of the default:

- (b) the amount of loss caused as a result of the default;
- (c) the repetitive nature of the default;
- (d) such other factors which the adjudicating officer considers necessary to the case in furtherance of justice.”

18. In the case of “**ONGC Ltd. vs. Saw Pipes Ltd.**” (2003) 5 Supreme Court Cases 705, the Hon’ble Apex Court while dealing with Sections 73 and 74 of the Contract Act has held that:

“(1) Terms of the contract are required to be taken into consideration before arriving at the conclusion whether the party claiming damages is entitled to the same.

(2) If the terms are clear and unambiguous stipulating the liquidated damages in case of the breach of the contract unless it is held that such estimate of damages/compensation is unreasonable or is by way of penalty, party who has committed the breach is required to pay such compensation and that is what is provided in Section 73 of the Contract Act.

(3) Section 74 is to be read along with Section 73 and, therefore, in every case of breach of contract, the person aggrieved by the breach is not required to prove actual loss or damage suffered by him before he can claim a decree. The court is competent to award reasonable compensation in case of breach even if no actual damage is proved to have been suffered in consequence of the breach of a contract.

(4) In some contracts, it would be impossible for the court to assess the compensation arising from breach and if the compensation contemplated is not by way of penalty or unreasonable, the court can award the same if it is genuine pre-estimate by the parties as the measure of reasonable compensation.”

19. The applicants and the respondent have entered into an agreement to sell dated 22.05.2019 with respect to the said apartment and the possession of the said apartment was to be delivered on 31.08.2020. The Hon'ble Regulatory Authority had directed to refund the said amount of ₹16,50,000/- along with interest within two months from the date of the order, which order has not been complied with by the respondent on the specious plea that the applicants are the investors and not allottees. The aforesaid conduct of the respondent of not refunding the amount and making the applicants to run from pillar to post to recover the said amount causes wrongful loss to the applicants and wrongful gain to the respondent. The respondents have been using the hard earned money invested by the applicants in the said apartment and had been enjoying the benefits till date. It will not exonerate the respondent from legal liabilities and corresponding legal rights accrued to the applicants under the said Act. The applicants are therefore entitled to claim compensation against the respondent in terms of law.

20. It is well settled in the case of "**Lucknow Development Authority**", supra that the word 'compensation' is of very wide connotation. According to dictionary it means, 'compensating or being compensated; thing given as recompense;'. In legal sense, it may constitute actual loss or expected loss and may extend to physical, mental or even emotional suffering, insult or injury or loss. Therefore, when the Authority has been vested with the jurisdiction to award compensation, it

has to be construed widely enabling the Authority to determine compensation for any loss or damage suffered by the party, which in law is otherwise included in wide meaning of compensation.

21. The applicants are claiming compensation in terms of Para 5 (a) to (e) of the application. The applicants are claiming an amount of ₹64,854/- towards travelling expenses from Pune to Goa on multiple occasion for visiting the said project to take the follow-up and expenses regarding hotel stay. According to Ld. Advocate Ms. Smrati Bangera, the representative of respondent was always vague and used to give evasive replies about handing over the possession of the apartment and therefore, the applicants used to visit the project site on multiple occasions and were staying in a hotel and using private facility for transportation around the project.

22. Ld. Advocate Shri Pritesh Shetty for the respondent has submitted that the travelling expenses do not come under the purview of compensation and that the documents produced do not anywhere assist the court to come to a conclusion or to co-relate that the said expenses can be termed or considered under the category of compensation as the applicants have failed to show that the travelling expenses have anything to relate with the present case.

23. The applicants have produced on record booking e-ticket from Pune to Goa dated 30.08.2023 and return ticket on 03.09.2023 in the name of applicant no. 1 and

paid ₹5000 approx. during the course of proceeding of complaint no. 3/RERA/ Complaint (363)/2023, which is required to be reimbursed. The applicants have produced the booking details of the Ferns Kesarval Hotel and Spa, Verna Plateau for three nights from 25.02.2021 to 28.02.2021 and utilized an amount of ₹12,753/- which amount can be safely granted in view of the fact that the applicants used hotel premises after execution of the agreement for the purpose of inspecting the site. The applicants have also produced on record the booking/payment details with respect to the Hotel Fern Kadamba for two nights stay on 01.03.2021 in the name of applicant no. 2 for an amount of ₹9986/-, which is also required to be reimbursed. The applicants however are not entitled for other payments in respect of their alleged stay in hotels namely Radisson, Rio Boutique Hotel, BloomSuites, Calangute which are far away from the apartment for which agreement to sell was executed. The applicants are therefore entitled for a total amount of ₹27,739/- (Rupees Twenty Seven Thousand Seven Hundred and Thirty Nine only) towards travelling and hotel stay.

24. The applicants are also claiming ₹9,24,000/- towards license fees/rents. Ld. Advocate Ms. Smrati Bangera has submitted that if the respondent had handed over possession of the apartment within stipulated time, the applicants would have granted the said apartment on leave and license basis and have generated some income and because of the acts of the respondent, the applicants have suffered

losses. She further submitted that the applicants have collected data regarding approximate license fees prevailing in the vicinity for last two-three years from the concerned website and have also consulted some local brokers from the said vicinity.

25. Per contra, Ld. Advocate Pritesh Shetty has submitted that Section 18 read with Section 71 of the RERA Act does not provide for any rent for any delay. He further submitted that the applicants have stated before the Hon'ble Regulatory Authority that they wanted to stay in the said apartment for residential premises and now they are claiming that it is needed for the purpose of giving on rental basis, which shows that they are investors and not allottees. The documents produced by the applicants are false and fabricated and therefore, they are not entitled for any relief. In support of his arguments, he relied upon the case of **Roopa N. Hegde and Ors. Vs. Sanvo Resort Pvt. Ltd., MANU/RR/0633/2022.**

26. Ld. Advocate Shri Pritesh Shetty has relied upon the case of **Roopa N. Hegde and Ors.** Supra, however the above case is not applicable to the facts of the present case as in that case the Hon'ble MahaRERA has noticed that the project is completed, and the occupancy certificate was obtained on 26.03.2018 and the possession of the said flat was offered to the complainants in the month of April, 2018. However, the date of possession with the grace period in the agreement for sale was 31.03.2017 and obviously, there was a delay in the project and the

possession was not in accordance with the terms and conditions of the agreement and therefore the Hon'ble MahaRERA came to the conclusion that the complainants are entitled to seek reliefs for violation of Section 18 of the RERA Act and the claim of the complainants towards compensation and rent were rejected. However, in the present case, the applicants have chosen to withdraw from the project as the respondent failed to hand over possession of the apartment within stipulated time and therefore entitled for the rents/licence fees, unlike the aforesaid case where the complainants continued in the project and therefore entitled to claim only interest for the delayed possession.

27. There is no dispute that the agreement to sell was executed on 22.05.2019 and the said project was to be completed on 31.08.2020. The said apartment is not yet ready and therefore the applicants have withdrawn from the said project and claimed for return of the said amount. The applicants have produced on record the documents from magicbricks.com about the rentals from ₹15,000/- to ₹26,000/- with respect to 1BHK flat at Kadamba Plateau. The applicants however have not produced on record any leave and license agreement indicating the amount paid on rental basis. There is no restriction in renting out the apartment, even if it is purchased for residential purpose. Be that as it may, an amount of ₹10,000/- per month could be a fair rent, the applicants would have fetched on conservatory basis from the date of handing over the possession i.e. 31.08.2020 till date i.e. (for a

period of three years and eleven months) which would be around ₹4,70,000/- (Rupees Four Lakhs Seventy Thousand only) towards rental loss sustained by the applicants.

28. The applicants are claiming an amount of ₹33,50,000/- on the premise that if the respondent had handed over the possession of the apartment within stipulated time they would have disposed of the said apartment to prospective purchasers and would have gained some profits accordingly and because of the acts of the respondent, the applicants have incurred heavy loss. The applicants have collected data regarding the approximate current market value prevailing/suitable in the said vicinity for last two-three years from the concerned website. The applicants have produced on record some documents from magicbrick.com regarding sale of 1BHK flat. However, as rightly pointed out by Ld. Advocate Shri Pritesh Shetty, the documents produced have no connection with the apartment agreed to be purchased by the applicants. Moreover, the issue of resale will arise only if the person stays invested in the project and not otherwise and therefore, the above claim of the applicants cannot be granted.

29. The applicants are also claiming an amount of ₹50,000/- towards payment of stamp duty, registration fees and processing fees incurred by the applicants for execution and registration of the said agreement in the office of the Sub-Registrar Tiswadi, Panaji on 29.05.2019. Ld. Advocate Shri Pritesh Shetty has submitted that

the above claim is not maintainable as the said claim ought to have been made before the Hon'ble Regulatory as it comes under the purview of refund and not before this Court. Nonetheless, it is an admitted fact that the applicants and the respondent entered into an agreement to sell dated 22.05.2019 which agreement has no sanctity in the eyes of law as the Hon'ble Regulatory Authority has directed the respondent to pay the said amount as per the agreement. There is no dispute that an amount of ₹49,110/- was paid towards stamp duty, registration fee and processing fee in terms of the said agreement. The applicants are thus entitled for Rs. 49,110/- (Rupees Forty Nine Thousand One Hundred and Ten only) towards stamp duty, registration fee and processing fee.

30. The applicants have also claimed an amount of ₹1,10,000/- including court fee and Advocate fees incurred by the applicants for filing and conducting the complaint/application against the respondent. Ld. Advocate Ms. Smrati Bangera has submitted that the applicants are entitled for the aforesaid amount towards court fee and advocate fee and that the applicants have produced on record the documents namely ₹5,000/- paid towards court fee and ₹1,05,000/- paid towards legal fees which includes fees paid to M/s L. K. legal for ₹50,000/- dated 25.07.2023 , ₹25,000/- dated 07.11.2023, ₹25,000/- dated 09.01.2024, ₹5000 dated 20.01.2024 amounting to ₹1,05,000/-. As against that, Ld. Advocate Pritesh Shetty has submitted that the above fees claimed by the applicants are pertaining to the

fees incurred before Hon'ble Regulatory Authority, which cannot be granted nor considered by this court as the said bills are fabricated and exaggerated.

31. Needless to mention, the applicants have incurred expenses towards court fees as well as towards litigation cost. No documents regarding litigation fees of Ld. Advocate Ms. Smrati Bangera have been produced who had pursued the complaint before the Regulatory Authority as well as in the present case. Nonetheless, one cannot lose sight of the fact that the applicants are required to pay the court fees as well as the legal expenses towards drafting, issuing legal notices, filing and conducting RERA complaint as well as the present application, filing affidavit-in-evidence, written arguments and other miscellaneous expenses, which could be roughly quantified as ₹55,000/- (Rupees Fifty Thousand only) towards court fee and legal expenses.

32. The applicants are also claiming an amount of ₹50,000/- towards mental agony and harassment, which according to the respondent cannot be granted as no particulars have been provided on this aspect. Nonetheless, it is an admitted fact that the applicants have been pursuing the legal remedy against the respondent since last four years, since the respondent have not given possession of the apartment agreed to be sold to the respondent. The applicants are thus entitled for an amount of ₹50,000/- (Rupees Fifty Thousand only) towards mental agony and harassment from the respondent under Section 71 of the RERA Act.

33. The applicants, are thus entitled for a total amount of ₹6,51,849/- (Rupees Six Lakhs Fifty One Thousand Eight Hundred and Forty Nine only) which can be bifurcated as follows (i) ₹27,739/- (Rupees Twenty Seven Thousand Seven hundred and Thirty Nine only) towards travelling and hotel stay for violation of Section 71 of the RERA Act; (ii) ₹4,70,000/- (Rupees Four Lakhs Seventy Thousand only) towards loss of rents for violation of Section 71 of the RERA Act; (iii) ₹49,110/- (Rupees Forty Nine Thousand One Hundred and Ten only) towards stamp duty, registration fee and processing fees for violation of Section 71 of the RERA Act; (iv) ₹55,000/- (Rupees Fifty Five Thousand only) towards court fee and legal expenses; (v) ₹50,000/- (Rupees Fifty Thousand only) towards mental agony and harassment for violation of Section 71 of the RERA Act. The above amount of ₹6,51,849/- (Rupees Six lakhs Fifty One Thousand Eight Hundred and Forty Nine only) awarded to the applicants shall also carry interest as applicable by law.

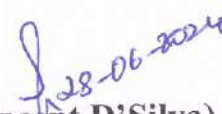
34. Admittedly, as per Rule 18 of 'The Goa Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on Website) Rules, 2017' the rate of interest payable by the promoter and the allottee shall be the State Bank of India highest Marginal Cost of Lending Rate plus two percent. At present, such lending rate of interest is 8.95% per annum. Hence, the respondent is liable to pay interest

at the rate of 10.95% p.a. for every month of delay to the applicants by way of compensation on the aforesaid total amount of ₹6,51,849/- (Rupees Six lakhs Fifty One Thousand Eight Hundred and Forty Nine only) Hence, the above points (a) and (b) are answered partly in the affirmative.

35. In the result, I pass the following:-

ORDER

- a) The respondent is directed to pay to the applicants compensation of ₹6,51,849/- (Rupees Six lakhs Fifty One Thousand Eight Hundred and Forty Nine only) for violation of Section 71 of the RERA Act, within thirty days of this order.
- b) In default of payment of above amounts of ₹6,51,849/- (Rupees Six lakhs Fifty One Thousand Eight Hundred and Forty Nine only), within thirty days, the respondent shall be further liable to pay to the applicants interest at the rate of 10.95% per annum till the date of realization.


(Vincent D'Silva)
Adjudicating Officer,
Goa RERA

Panaji, Goa.
Date: 28.06.2024.