



## GOA REAL ESTATE REGULATORY AUTHORITY

101, 1<sup>st</sup> Floor, 'SPACES' Building, Plot No. 40, EDCPatto Plaza, Panaji 403 001Goa  
www.rera.goa.gov.in

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

Case No. 3/RERA/Complaint(419)/2024/1664

Date: 23 /12/2024

### SDK CERAMICS LLP

Shop 18 Dukle Elite

St. Inez, Panaji Goa- 403001.

.....Complainant

V/s

### Civilco Engineers & Associates,

Represented herein by its partner, Mr.

Gous Mohammed Shiraguppi

- 1) Shop 1, Shri Satish Co-op Housing Society,  
Near Savitri Hall, Haveli, Curti, Ponda, Goa 403401.
- 2) SF-4, Block D, Qadria Plaza, Haveli,  
Curti, Ponda, Goa, 403401.
- 3) Bungalow02, Sairaj Park, Shantinagar,  
Ponda, Goa, 403001.

..... Respondent

### ORDER


(Dated 23/12/2024)

By this order, I shall dispose off the proceedings initiated in respect of the Complaint dated 07/03/2024 registered online vide No. 986247. The instant complaint has been preferred against M/s Civilco Engineers & Associates, the Promoter of the real estate projects i.e. Empire Village Phase – II, (registration number

*Amal*  
23/12/24

PRGO10180127) and Civilco Arcade ( registration number PRGO05180122) alleging that the Respondent had placed requisition for certain Construction Material with the Complainant which he had completed and the Respondent had also duly acknowledged the same, however cheques meant to discharge the debt owed pursuant to the invoices raised in this regard were returned unpaid.

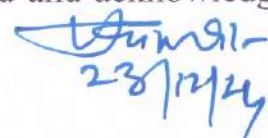
2. During the course of hearing, the respondent instead of filing a reply to the Complaint on merits, filed preliminary objections as to the maintainability of the complaint, both parties also filed written submissions/arguments on record on the issue of maintainability of the instant complaint. Upon consideration of arguments advanced by both parties and the material placed on record by the complainant and respondent, it was observed that the contentions of the respondent that the complaint is not maintainable in view of the provisions of Section 2(d), 2(zj) and 2(zk) and Section 31 of the Act does not hold water in as much as Section 31 provides that any aggrieved person can file a complaint with the Authority for any violation or contraventions of the provisions of the Act or rules and regulations made thereunder and the definition of the 'Person' as provided under the Act, is not limited to the allottees but also specifically includes ' an individual'. The only condition stipulated under Section 31 of the Act is that any person filing a complaint under Section 31 of the Act should be aggrieved of some violation or contravention of the provisions of this Act or the Rules and regulations made thereunder and that it should be preferred against any promoter, allottee or real estate agent. It was further noted that Section 11(4) (g) read with the proviso appended to it more than clarifies that the nature of the dues/ payments owed by respondent to the complainant would be covered under the said provision which is further supported by the provision of Section 4(2)(I)(D). It was further observed that accordingly, the contention of the respondent that the subject matter of the complaint in question is also not covered under the powers of the Authority as delineated under Section 37 and Section 38 of the Act; also does not appear to be of much help to him.

  
23/12/24

The issue of maintainability of the instant complaint was thus disposed of vide order dated 22.08.2024, the operative part of which reads as follows:-

“In view of the above, the complaint preferred by the complainant is evidently maintainable at this stage and the preliminary objections raised by the respondent are disposed of accordingly. The complaint preferred by the complainant herein is thus allowed and the respondent is further given an opportunity to file reply to the complaint on merit on next date of hearing which is fixed on 05.09.2024 at 11:30 a.m.”


3. On 05.09.2024 the counsel for respondent though came to the Authority premises but had to leave immediately on account of some contingency, before the matter could be taken up for hearing. On next date of hearing i.e. 24.09.2024, none was present for respondent. Further, the respondent filed its reply finally on 09.10.2024, a rejoinder thereto was filed by the Ld. Counsel for complainant on 15.10.2024 and the case was thereafter fixed for filing of affidavit in evidence and arguments. While the complainant filed its affidavit in evidence, the respondent chose not to file any affidavit in evidence. Consequently, the matter was initially fixed for arguments on 25.10.2024. However, Advocate for the respondent on that date sought adjournment of two weeks due to non-availability of the senior counsel and matter was thereafter fixed on 11.11.2024 as per the convenience of both the parties. However on 11.11.2024, the counsel for the respondent informed the registry telephonically that he was unable to come and the written arguments submitted by the respondent earlier may be adopted as their final arguments. The Ld. Counsel for the complainant who was present, advanced his arguments on the said date and further sought time to submit project wise details of various invoices already placed on record as well as copies of judgements relevant to the case. The matter was thereafter kept for orders.
- 4.(i) Referring to the subject matter of the complaint, the Complainant has submitted that invoices raised by him upon completion/ supply of construction material as per requisitions placed by the respondent; were duly accepted and acknowledged by him

  
23/11/24

and in order to pay the outgoings for the real estate project, viz., the Construction Material, and to discharge the debt owed pursuant to the invoices raised by the Complainant for such Construction Material, the Respondent had drawn and issued cheque bearing number 002044 dated 25-09-2023 for a sum of INR 4,00,000 and cheque bearing number 002045 dated 11-10-2023, for a sum of INR 5,52,656; each drawn on Yes Bank Ltd, Ponda Branch in favour of the Complainant, with an assurance and warranty that the cheques will be honoured as and when presented for encashment. However, when the Complainant presented the cheques to its banker, the cheques were returned unpaid with the remark – “**FUNDS INSUFFICIENT**”.

4.(ii) It was further averred by the complainant that the registration of the Projects is *inter-alia* was subject to compliance of the provisions of section 4(2)(I)(D) of the Act whereby promoter is to ensure deposit of either 70% of the entire amount or the entire amount realized by Respondent in a separate account to cover the *cost of construction* and the land cost and also that the Respondent shall comply with the other relevant provisions of the Act and the rules and regulations made there under. The Complainant further submitted that pursuant to the provisions of sub-clause (g) of sub-section (4) of section 11 of the Act, the Respondent is obligated to pay all outgoings collected by him from the allottees towards any liability, mortgage loan related to the project and interest thereon before transferring the real estate project to such allottees or the association of allottees and in case it remains unpaid, even after transferring the real estate project to allottees or the association of allottees; besides the cost of any legal proceedings which may be taken therefor by such authority or person.

4.(iii) The Complainant has further stated that the dues owed to the Complainant by the Respondent tantamount to outgoings in relation to the real estate project as envisaged under sub-clause (g) of sub-section (4) of section 11 of the Act and that the Respondent has failed to pay such outgoings despite several reminders and has violated and continues to violate the provisions of the Act, and also the conditions of

  
27/12/23 Page 4 of 17

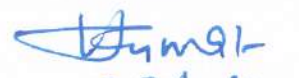
registration / approval of the Projects granted by this Authority. The Complainant further stated that such irregularities and unfair practices on part of the Respondent have caused severe hardships to the Complainant, and that there is serious apprehension that the Respondent has not deposited the amounts realized for the Projects in separate accounts and has not used such amounts to cover for the costs of construction as required by Act, and the registration/ approval granted by this Hon'ble Authority. The Complainant also stated that such irregularities and unfair practices of the Respondent may also be prejudicial to the interests of the allottees of the Projects.

4.(iv) It was also submitted that the present complaint was filed pursuant to the provisions of section 31 of the Act, which enables any aggrieved person to file a complaint with this Authority, for any violation or contravention of the provisions of the Act or the rules and regulations made there under inter-alia against any promoter (i.e., the Respondent herein). The complainant also submitted that the provisions of the Act are in addition to, and not in derogation of, the provisions of any other law for the time being in force. It was thus prayed that in light of the above submissions, the Complaint filed by the Complainant may be allowed and the reliefs prayed for may be granted.

4.(v) The relief sought by the complainant are as follows: -

(i) Initiate an inquiry into the affairs of the Respondent pursuant to the provisions of section 35 of the Act, to determine the nature and extent of violations of the provisions of the Act and protect the interests of the Complainant and the allottees of the Projects.

(ii) Direct the Respondent to disclose the amounts collected from the allottees of the Projects and declare the manner of use and/or withdrawal of such amounts, and to produce the relevant certificate issued by the engineer, architect and the chartered accountant in practice, and the relevant audit reports in terms of sub-clause (I) of sub-section (2) of section 4 of the Act.

  
28/12/24

(iii) Revocation of the registration granted to the projects under section 7(1) of the Act and consequent debarring of Respondent as well as specify the Respondent in the list of defaulters; pursuant to the provisions of section 7(4) of the Act.

OR

(iv) In the alternative, permit the registration of the Projects to remain in force only after the Respondent has rectified the defaults in compliance with the provisions of the Act, i.e., after the Respondent has paid all outgoings (with interest at 18% p.a.) owed to the Complainant.


(v) Compensation of INR 50,00,000 (Indian Rupees Fifty Lakhs only) to the Complainant for the undue hardship caused, and loss of business caused to the Complainant.

(vi) Direct that the Respondent pursuant to the provisions of sub-clause (g) of sub-section (4) of section 11, be liable for costs incurred by the Complainant towards legal proceedings initiated by the Complainant.

(vii) To pass such other order / further orders that this Authority may deem fit and proper.

4(vi) It was further disclosed by the Complainant that it has filed a complaint for initiation of criminal process against the Respondent, before the Hon'ble Court of Judicial Magistrate First Class, at Panaji, Goa, in connection with the subject matter of the dishonour of cheque as punishable under section 138 of Negotiable Instruments Act, 1881.


5.(i) The Respondent in his reply to the complaint as well as vide its written arguments, submitted that the present complaint is not maintainable in law as well as in facts and that this Authority has no jurisdiction to entertain the present complaint as the

  
23/12/24

Complainant is not coming within the definition of section 2(d), 2(zg), and 2 (zk) of the Act and also that the instant Complainant is also not covered under section 31 of RERA Act as the same is not applicable to the Complainant since the complainant is not allottee as defined under the Act. It was further stated that since the complainant has already filed proceedings under section 138 of NI Act in respect of the alleged transaction, the present application is required to be dismissed on this count also.

5.(ii) It was further submitted that the whole object and intention of the Act is to regulate the promotion of the Real Estate Sector and to ensure sale of plot, apartment or building, as the case may be or sale of real estate project, in an efficient and transparent manner and to protect the interest of the consumer in the Real Estate sector. It was also pleaded that the provisions of sub-clause (g) of sub-section (4) of section 11 of the Act are not at all applicable to the Complainant as the said provision specifies certain categories of payments wherein Complainant case is not covered. It was thus submitted that since the provisions of the Real Estate (Regulation & Development) Act 2016 are not applicable to the present complaint, therefore the present Complainant is not maintainable before this Authority. Further, the remedy was available to the complainant elsewhere and if the complainant is aggrieved then the complainant should approach Civil Court in Civil dispute as the transactions which are subject matter of the complaint, are covered under the provisions of Sale of Goods Act. It was also averred that the complainant does not want to avail that remedy and want to bypass the same. It was also stated that the Complaint is just a frivolous, vexatious, malafide attempt and filed with an ulterior motive as the Complainant has not approached this Hon'ble Court with clean hands and has suppressed material facts and stated falsehoods and therefore the Application was liable to be dismissed in limine and with cost .

6. I have heard the oral arguments advanced by the Ld. Counsel for the complainant as well as perused the records of the case. Advocate for the respondent though sought

  
23/12/24

adjournment of two weeks on the previous date i.e 25.10.2024 due to nonavailability of the senior counsel and matter was thereafter fixed on 11.11.2024 as per his request and also the convenience of the other side. The counsel for the Respondent on 11.11.2024, however, informed the registry telephonically that he was unable to come and the written arguments submitted by the Respondent earlier may be adopted as their final arguments.

7. After going through the entire records of the case, the points which arise for my consideration and findings thereon for the reasons to follow are as under: -

Sr. No.	Points for determination	Findings
A.	Whether the respondent is liable to pay the amount claimed by the complainant?	In Affirmative
B.	Whether the present proceedings are maintainable as the complainant has already filed proceedings under Section 138 of NI Act in respect of the dues claimed?	In Affirmative
C.	(i) Whether the amount claimed/dues owed to the complainant tantamount to outgoings to be paid by the Respondent in relation to the real estate project as envisaged under section 11(4)(g), (ii) Whether the Respondent having defaulted on this count, is required to pay the amount i.e. 9,52,656/- (Nine Lakh Fifty-Two Thousand Six Hundred and Fifty-Six Rupees) owed to complainant with interest of 18%	C(i) In Affirmative C(ii) In Affirmative and as per para 6 of the order

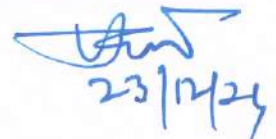
*[Handwritten Signature]*  
23/12/24



D.	Whether complainant rather than preferring the present complaint, should have approached civil court in civil dispute as the subject matter of the complaint is covered under the provisions of Sale of Goods Act?	In Negative
E.	Whether the complainant is entitled to the cost incurred by him towards the present legal proceedings under Section 11(4)(g) or any compensation for undue hardship and loss of business caused to the complainant?	As per para 6 of the order
F.	Whether any directions for initiating an enquiry into the affairs of the respondent under section 35 of the Act and directing the respondent to disclose the amount collected from the allottees and the manner of its use; is called for in the facts and circumstances of the matter?	As per para 6 of the order
G.	Whether there is any case made out by the complainant for revocation of the registration granted to the project under Section 7(1) of the act as well as consequential actions under Section 7(4) of the Act?	As per para 6 of the order

### Analysis and findings

8. Before coming to pointwise analysis and findings, it would be apposite to refer to the provisions of Section 4(2)(l) (D) & Sec 11(4) (g) of the Act, also referred to by the complainant and the respondent in their submissions. The same are further extracted here below: -

  
23/12/23

**Provisions of Section 4(2)(l) (D) & Sec 11(4) (g) of the Act**

**Section 4(2) (l) (D): -**


“(D) that seventy per cent. of the amounts realised for the real estate project from the allottees, from time to time, shall be deposited in a separate account to be maintained in a scheduled bank to cover the cost of construction and the land cost and shall be used only for that purpose: Provided that the promoter shall withdraw the amounts from the separate account, to cover the cost of the project, in proportion to the percentage of completion of the project:

Provided further that the ..... Reserve Bank of India Act, 1934;”

**Section 11 (4) (g): -**

“(g) pay all outgoings until he transfers the physical possession of the real estate project to the allottee or the associations of allottees, as the case may be, which he has collected from the allottees, for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the project):

Provided that where any promoter fails to pay all or any of the outgoings collected by him from the allottees or any liability, mortgage loan and interest thereon before transferring the real estate project to such allottees, or the association of the allottees, as the case may be, the promoter shall continue to be liable, even after the transfer of the property, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefore by such authority or person;”

  
23/12/24

## The Pointwise findings and analysis

### **Point No. A**

The case of the complainant is that the Respondent had placed requisitions for certain Construction Material with the Complainant and pursuant thereto and upon completion/ supply of construction material as per such requisitions; the invoices raised by him, were also duly accepted and acknowledged by the Respondent. Further, in order to discharge the debt owed pursuant to the invoices raised by the Complainant, the Respondent had drawn and issued cheque bearing number 002044 dated 25-09-2023 for a sum of INR 4,00,000 and cheque bearing number 002045 dated 11-10-2023, for a sum of INR 5,52,656; each drawn on Yes Bank Ltd, Ponda Branch in favour of the Complainant, which when presented to its banker, were returned unpaid with the remark – “FUNDS INSUFFICIENT”. In support of his claim, the complainant has placed the relevant documents on record i.e. photocopies of various Purchase Orders along with office copies of delivery challans, Copies of cheques and the Return Memo issued by Saraswat Coop. Bank Ltd., Panaji along with letter issued by the Bank in this regard. The respondent, apart from generally denying the contents of the complaint, did not specifically controvert the averments made by the complainant as to the placing of requisitions for supply of construction material by him with the Complainant, acceptance of the invoices raised, issuance of cheques to discharge the debt owed pursuant to the invoices raised as well as return of the cheques by the banker as unpaid. Since the Respondent neither controverted the averments made by the complainant regarding his claim nor even placed any documents on record to show whether he had ever disputed claim made by the complainant on any count, the Point A needs no further deliberation and is accordingly answered in affirmative.



## Point No. B

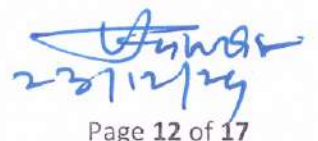
The objection raised by the Respondent that the present proceedings are not maintainable as the Complainant has already filed proceedings under Section 138 of NI Act in respect of the dues claimed; does not appear to hold water in as much as the nature and the scope of both the proceedings are different. Hon'ble High Court of Karnataka; on the aspect of whether both the civil and criminal cases for recovery of dues and dishonor of cheques can be maintained, has in the case of Sri Lalji Kesha Vaid vs. Sri Dayanand R. observed as follows: -

“It becomes apposite to refer to the judgment of the coordinate Bench of this Court in CREF FINANCE LIMITED V. SREE SHANTHI HOMES PRIVATE LIMITED<sup>3</sup>. The coordinate Bench following the judgment of the Apex Court has held as follows: -

“.....


15. A Feeble attempt is made by the respondents and it is contended by Learned Counsel that both the civil and criminal cases for recovery of dues and dishonor of cheques cannot be maintained. On this aspect of the matter, Learned Counsel for the appellant has placed reliance on the decision of the Apex Court, D. Purushotama Reddy v. K. Sateesh [(2008) 8 SCC 505]. The Appellant has filed O.S. No. 15045/01; wherein he has sought for a decree against the respondents for a sum of Rs. 9,20,59,032-00. Simultaneously, he filed the complaint before the Trial Court to initiate action for the offence punishable under Section 138 of the Act. There is no dispute so far as this position is concerned. The Apex Court in the aforesaid decision has held “simultaneous civil suit and complaint case under Section 138 of the N. I. Act for the same cause of action are maintainable.”

In view of above, the point No. B is answered in affirmative.

  
23/12/24

## Point No. C

With regard to assertion of the complainant that the amount claimed/dues owed to him tantamount to outgoings to be paid by the respondent in relation to the real estate project as envisaged under section 11(4)(g) of the Act; it was noted (vide order dated 22.08.2024,) that Section 11(4) (g) read with the proviso appended to it more than clarifies that the nature of the dues/ payments owned by respondent to the complainant would be covered under the said provision which is further supported by the provisions contained in Section 4(2)(l) (D) of the Act. The argument advanced by the respondent that the provisions of section 11 (4)(g) of the Act are not at all applicable to the Complainant as the said provision specifies certain categories of payments wherein Complainant case is not covered; appears to be based on the limited meaning of the term 'outgoings' as assigned to it in the context of business accounting practices and also in view of the items of expenditure mentioned by way of illustrations under the provisions Section 11(4)(g)of the Act i.e. land cost, ground rent, municipal and other taxes, charges for water and electricity, maintenance charges etc. However, it needs to be appreciated that the express language of said section read with the provisions of section 4(2)(l)(D), evidently clarifies that section 11(4)(g) of the Act covers all kinds of outgoings including the specific items stated therein and the proviso to it further amplifies this aspect in as much as it not only mentions all or any outgoings collected by the promoter from the allottees but also any other liability besides the specific items mentioned in section 11(4)(g) of the Act. It further needs to be noted that 70 percent of all the amounts collected or realized by the promoter from the allottees has to be deposited in a separate account to be maintained in a scheduled bank to cover the cost of construction and the land cost and shall be used only for that purpose. A conjoint reading of section 11(4)(g) and Section 4(2)(l)(D) of the Act clearly implies that the money collected from the allottees under section 11(4)(g) forms part of the amounts realized from the allottees as referred to in section 4(2)(l)(D) and is meant to be exclusively used for cost of the construction and land


  
23/12/24

cost and thereby the subject matter of instant complainant is fully covered under the provisions of section 11(4)(g).

The other argument of the respondent that the whole object and intention of the Act is ensure sale of real estate project, in an efficient and transparent manner and to protect the interest of the consumer in the Real Estate sector and as such the provisions of section 11(4)(g) of the Act are not at all applicable to the Complainant: is apparently without merit in view of the proviso to section 11(4)(g) which provides that promoter shall continue to be liable even after the transfer of real estate project to allottees or the association of the allottees, to pay such outgoing and penal charges, if any, to the authority or person to whom they are payable. The said provision evidently shields allottees from any such liability by ensuring continued liability of the Promoter for the same. It thus needs no further analysis that the provision contained in Section 11(4)(g) are obviously made with a view to protect the interest of the Allottees.

In view of above, the other contention of the respondent that the subject matter of the complaint in question is also not covered under the powers of the Authority as delineated under Section 37 and Section 38 of the Act; also does not appear to be of much help to him.

In view of what has been discussed herein above, the first part of Point No. C is answered in affirmative. That being the case, the Respondent having defaulted on this count, is liable to pay the amount i.e 9,52,656/- (Nine Lakh Fifty Two Thousand Six Hundred and Fifty-Six Rupees) owed to complainant along with interest. Since neither the basis of the rate of interest prayed for i.e. terms of payment of the bill or trade practice etc. nor the exact period for which it is claimed; has been explained by the Complainant, it would meet the ends of justice if an interest @ 9% (Marginal Cost of Funds Based Lending Rate for tenor of one year as obtaining on the date of order) for the period from the 08.11.2023 (date of bouncing of the cheque) till the date of payment, on the amount due is granted to the Complainant.

  
23/12/23

## **Point No. D**

This Authority has vide its Order dated 22/08/2024 already held that the complaint made by the complainant is evidently maintainable. However, it needs to be noted that the provisions of Real Estate (Regulation & Development) Act, 2016 are in addition to, and not in derogation of the provisions of any other law for the time being in force. In this regard, Section 88 of the Act provides for as follows: -

### **88. Application of other laws not barred**

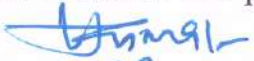
“The provisions of this Act shall be in addition to, and not in derogation of, the provisions of any other law for the time being in force.”

Besides, respondent apart from merely raising the issue, has not brought out any details on record to show as to how the transactions were covered under the provisions of sales of goods Act and the other aspect that these were not covered under Section 11(4)(g) of the Act has already been discussed herein above.

In view of the above the Point No. D is answered in the negative.

## **Point No. E**

With regard to compensation for undue hardship and loss of business caused to the complainant, it is observed that the complainant apart from a mere mention of the same, has not given any factual details in this regard i.e. details of the terms of payment of the bill or trade practice etc. in respect of the transaction related to the complaint or basis of quantification of the monetary compensation sought. As such the relief sought by the complainant cannot be acceded to. Similarly, no such details have been furnished in respect of cost incurred by him towards the present legal

  
23/12/24

proceedings. However, the complainant has admittedly preferred the legal proceedings with regard to the instant complaint and would be entitled to the cost of legal proceedings as specifically provided for under the proviso to section 11(4)(g). Accordingly, an amount of Rs. 15,000/- would be payable by the Respondent to Complainant on this count.

### **Point No. F & G**

With regard to the relief sought for initiating an enquiry into the affairs of the respondent under section 35 of the Act and revocation of the registration granted to the project under Section 7(1) of the act as well as consequential actions under Section 7(4) of the Act: it is noted that the relief sought by the complainant is essentially premised in terms of its apprehension that the Respondent has not deposited the amounts realized for the Projects in designated separate accounts and has not used such amounts towards the costs of construction as required under the Act and the registration / approval granted by this Authority, and the same is sought to be drawn on account of failure of the Respondent to pay the outgoings claimed herein by the complainant. The Complainant further stated that such irregularities and unfair practices of the Respondent may also be prejudicial to the interests of the allottees of the Projects. Besides raising these apprehensions, the complainant has not provided any further details to support his assertions stated in terms of mere apprehensions. In the absence of any factual details provided by the Complainant to support the relief sought, Point no. F&G, cannot be considered any further at this stage and are thus answered in the negative.

However, the office report reveals that the Respondent Promoter has defaulted in uploading the complete set of requisite Annual statement of Accounts, Quarterly Building Details, Development Details and Completion/Occupancy Certificates etc. in respect of the subject Projects. Technical Section is accordingly directed to issue a

*J. Singh*  
23/11/23




show cause notice to the Respondent Promoter herein qua the deficiency noted herein above, inter alia also directing him to upload the requisite information/documents within two weeks of the receipt of the show cause notice. Further, the Complainant is also given liberty to file a fresh complaint on this count providing the requisite details/documents.

### **Directions**

In view of the findings arrived at in respect of various points of determination listed at para 5.(iv), it will be just to issue the following directions in the matter.

1. Respondent is accordingly directed to pay within four weeks from the date of this order, the amount i.e. Rs. 9,52,656/- (Rupees Nine Lakhs Fifty-Two Thousand Six Hundred and Fifty-Six only) with an interest @ 9% (Marginal Cost of Funds Based Lending Rate for tenor of one year as obtaining on the date of order) for the period from 8.11.2023 (date of bouncing of the cheque) till the payment is made; to the complainant.
2. The respondent is further directed to pay a lump sum amount of Rs. 15,000/- (Rupees Fifteen Thousand only) towards cost of legal proceedings to the complainant within four weeks from the date of this order.
3. Technical Section is directed to issue a show cause notice to the Respondent Promoter herein qua the deficiency noted herein above, inter alia also directing him to upload the requisite information/documents within two weeks of the receipt of the show cause notice. The respondent is further directed for due compliance of the same.

  
Virendra Kumar, IAS(Retd.)  
Member, Goa RERA