



# GOA REAL ESTATE REGULATORY AUTHORITY

DEPARTMENT OF URBAN DEVELOPMENT

GOVERNMENT OF GOA

101, 1<sup>st</sup> Floor, 'SPACES' Building, Plot No. 40, EDC Patto Plaza, Panaji 403 001 GOA

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No.3/RERA/Complaint (132)/2020/ 671

Date: 05/11/2021

**Conrad Ferdinand,**

Adv. Vivian Braganza, G-15,  
Bhavarth Apts., Behind Canara Bank,  
Pintos Vaddo, Candolim,  
Bardez-Goa, 403515

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Complainant

V/s

**Anup Vishram Prabhu Walavalkar,**

(Tara Gardens Phase II),  
H.No.20, Khorlim, Mapusa Bardez,  
North Goa, Goa-403507.

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Respondent

## ORDER

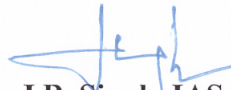
This is to dispose of the complaint received on the website of the Authority on 18.12.2020. As per complaint, an agreement for sale was executed on 08.07.2019 between Complainant and Respondent. As per the said agreement, it was agreed to construct and sale flat bearing no. A3 admeasuring 102 sq. mts. situated on the first floor of the building of the project called Tara Garden Phase II to be constructed in the plot of land admeasuring 3150 sq.mts. in the property surveyed under Chalta No. 52 P.T. Sheet No. 115 of Khorlim, Mapusa on terms and conditions as spelt out in the said Agreement for sale to the complainant. The entire payment was completed by the complainant at the time of signing of the said agreement dated 08.07.2019 itself. It is mentioned in the complaint that as per said agreement, the delivery of the said flat was promised by the first week of August 2019. However, possession of the said flat has not been delivered till date. By virtue of the said Agreement, an amount of Rs. 20,000/- (Rupees Twenty thousand only) per month is payable from the promised date of possession which has not been paid so far by Respondent. Hence, requested relief for the same.

2. Notices were issued to both the parties and finally matter was heard on 02.11.2021. Complainant was present duly represented through Advocate, Respondent remained absent though duly served. Ld. Advocate for Complainant pleaded for granting permission to make addition in the complaint. However, it was observed that complaint is more than 10 months old and since then it has come up for hearing for five times but at no time any plea was made to make addition in the complaint. The scheme of the Act is to provide speedy redressal of grievances and it is felt not proper to allow additional submissions in complaint at this belated stage. Complainant is free to file fresh complaint if he/she desires so.
3. I heard the arguments of Ld. Advocate of Complainant, gone through the Agreement entered between complainant and respondent as well as provisions mentioned in Real Estate (Regulation and Development) Act, 2016 (hereinafter referred as the said 'Act').
4. It is a fact that complainant paid entire consideration of Rs. 40,00,000/- (Rupees forty lakhs only) at the time of execution of Agreement dated 08.07.2019 entered between the parties to this case. As per this Agreement, Respondent had agreed to complete the construction of the said premises and deliver it to the complainant by first week of August 2019. Para 19 of the Agreement dated 08.07.2019 is as follows:

“19. Subject to the conditions of payment of installments and other payments to be made by the Prospective Purchaser to the Builders as stipulated herein the Builders shall complete the construction of the said premises in the proposed building, in all respects as per the specification mentioned in the ANNEXURE annexed hereto and forming part of this Agreement and tender delivery of the said premises to the Prospective Purchaser in the First Week of August, 2019. It is agreed between both the parties that in the event of the builder fails to hand over the possession of the said flat on or before the stipulated period then the penalty of Rs. 20,000/- (Rupees Twenty Thousand only) per month shall be levied upon the builder till the delivery of the said flat to the Prospective Purchaser”.

5. From above, it is clear that complainant is entitled for penalty of Rs. 20,000/- (Rupees Twenty thousand only) per month till the delivery of the said flat. Till now, there is a delay of 27 months in delivery of premises to the complainant. Hence, at the rate of Rs. twenty thousand, the amount comes to Rs. 5,40,000/- (Rupees five lakhs forty thousand only). In addition to this, Respondent is also liable to pay Rs. 20,000/- per month December 2021 onwards till the time of handing over of possession.
6. In view of above, Respondent is directed to pay Rs. 5,40,000/- to the complainant within thirty days after receipt of the order. Respondent is also directed to pay a penalty of Rs. 20,000/- per month December 2021 onwards (between 1<sup>st</sup> to 10<sup>th</sup> of every month) till delivery of possession to the Respondent. In default of payment of Rs. 5,40,000/- within 30 days, Respondent will be liable to pay interest at the rate of 8% per annum with effect from 1st December, 2021 till the amount is paid/recovered in terms of 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. Similarly, Respondent will also pay interest at the rate of 8% per annum for monthly amount of Rs. 20,000/- if he does not pay the same before 10<sup>th</sup> of every month as per this order.

Order accordingly.

  
**J.B. Singh, IAS (Retd.)**  
Member, Goa RERA

To,

- 1. Conrad Ferdinand,**  
Adv. Vivian Braganza, G-15,  
Bhavarth Apts., Behind Canara Bank,  
Pintos Vaddo, Candolim,  
Bardez-Goa, 403515
- 2. Anup Vishram Prabhu Walavalkar,**  
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