



GOA REAL ESTATE REGULATORY AUTHORITY

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

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

F.No:4/RERA/Adj. Matters (110)/ 2023/ 1193

Date: 23 /11/2023

Audumber Vilas Joshi

H.No. 325 Manorama Smruti,
Near Satguru Temple Maina Pilerne,
Bardez, Goa, 403114.

.....Applicant/Complainant

Versus

Platinum Real Estates

Ground Floor Gama Building,
Near Church Square,
Opp. Municipal Building,
Panaji, Goa, 403001.

Represented by its proprietors

1. Trimurti Kishorlal Karpe,
2. Viola Karpe

Both residents of: Platinum House near Bhale Hospital,
Wadakade Porvorim,
Goa-403521.

.....Respondent

Ld. Advocate Jonathan George for the applicant/ complainant.

Respondent ex parte.

ORDER

(Delivered on this 23rd day of the month of November, 2023)

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 applicant/complainant against the respondent bearing complaint no. 3/RERA/Complaint(317)/2022.

2. The above said complaint was disposed off vide Order dated 05.10.2023 by the Goa Real Estate Regulatory Authority (for short 'Goa RERA'). The said Authority directed the respondent as hereunder:-

“The respondent is directed to refund the amount of ₹29,00,000/- (Rupees Twenty Nine Lakhs only) to the complainant within two months from the date of this order.

Further the respondent is directed to pay 10.75 % per annum interest (present lending rate of interest by SBI which is 8.75 % per annum plus two per cent) for every month of delay to the complainant on the aforesaid amount paid by the complainant from 15.09.2014 till the date of actual payment of the aforesaid refund.

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

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

3. The applicant/complainant has filed his claim for compensation in Form 'B'.
4. It is the case of the applicant/ complainant that he entered into an Agreement For Sale Cum Construction with the respondent on 15.03.2013 for the purchase of flat no. A F-3 on the first floor in Block A of the building project “Platinum Residency I” with stilt parking along with the proportionate undivided share in

the said property for the total sale consideration of ₹29,00,000/- (Rupees Twenty Nine Lakhs only).

5. It is the case of the applicant/ complainant that as per the said Agreement For Sale Cum Construction, the possession of the said flat was to be handed over to the applicant/ complainant within 18 months from the date of the said Agreement for Sale cum Construction i.e. by 15.09.2014. In spite of having paid the entire sale consideration, the respondent has failed to handover the said flat to the applicant/ complainant.
6. Notices were issued to the respondents by Registered A.D which were returned with postal endorsement "No such person, returned to sender". The respondents were also issued e-mail notices but failed to remain present. Notices were thereafter ordered to be served by pasting and by digital service. Despite being served by pasting and digital service the respondents failed to appear and contest the claim for compensation filed by the applicant/ complainant. An opportunity was further given to the respondents to appear but they failed to do so. Order was then passed to proceed ex parte against the respondents.
7. The applicant/ complainant in support of the applicant's/ complainant's case has placed on record documents and his affidavit in evidence. Written submissions on behalf of the applicant/ complainant has also been placed on record.
8. The point for determination and my finding to the same is as under:-

Point for determination	Finding
<i>Whether the respondent is liable to pay compensation to the applicant/ complainant in the amount of ₹65,000/- as claimed?</i>	<i>In the affirmative.</i>

REASONS

9. It is the case of the applicant/ complainant that due to the conduct of the respondent in not handing over possession of the said flat and not completing the said project, the applicant/ complainant had to incur legal expenses amounting to ₹30,000/- (Rupees Thirty Thousand only) for filing the complaint bearing no. 3/RERA/ Complaint (317)/2022 before the Regulating Authority.
10. It is also the case of the applicant/ complainant that he had to bear legal expenses amounting to ₹15,000/- (Rupees Fifteen Thousand only) of filing the present claim for compensation before the Adjudicating Officer.
11. It is also the case of the applicant/ complainant that he had to incur expenses towards formation of society with respect to the said flat in the said project amounting to ₹6000/- (Rupees Six Thousand only).
12. The applicant/ complainant has also claimed notarial expenses amounting to ₹4,500/- (Rupees Four Thousand Five Hundred only) for notarizing and swearing complaints and applications before the legal authorities.

13. It is also the case of the applicant/ complainant that he has incurred expenses towards printing and miscellaneous charges amounting to ₹9,500/- (Rupees Nine Thousand Five Hundred only).
14. Section 72 of the RERA Act provides the factors that need to be considered while adjudging the quantum of compensation or interest payable. It specifically provides that the amount of loss caused as a result of default on the part of the respondent is one of the factors that needs to be considered while adjudging the quantum of compensation payable.
15. On account of the respondent failing to hand over possession of the said flat in the said project, the applicant/ complainant had to incur various losses and expenses as enumerated above.
16. It is the case of the applicant/ complainant that he has hence incurred losses amounting to ₹65,000/- (Rupees Sixty Five Thousand only). Receipts and Bills of the expenses incurred have been placed on record in support of the claim for compensation filed by the applicant/ complainant. The respondent despite being duly served has failed to appear and contest the claim put forth for compensation by the applicant/ complainant.
17. In the circumstances, it is just and fair that the applicant/ complainant is entitled to be compensated for the same. Hence, the applicant/ complainant is entitled to the reliefs claimed for.



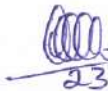
18. The point for determination, is therefore, answered in the affirmative.
19. As per Rule 18 of The Goa Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of interest and Disclosures on Website) Rules, 2017 the rate of interest 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 8.75% per annum. Hence, the respondent is liable to pay interest at the rate of 10.75% p.a. for every month of delay to the applicant/ complainant by way of compensation on the aforesaid total amount of ₹65,000/- (Rupees Sixty Five Thousand only).

In the result, I pass the following:-

ORDER

The respondent is directed to pay the applicant/ complainant compensation of 65,000/ (Rupees Sixty Five Thousand only) for violation under Section 18 read with Sections 71 and 72 of the Real Estate (Regulation and Development) Act, 2016 within 60 (Sixty) days of this Order.

In default, the respondent shall be further liable to pay the applicant/ complainant interest on the said amount of 65,000/- (Rupees Sixty Five Thousand only) @ 10.75% p.a. till the date of payment/ realization.


23/11/2023
(Ashley L.C. Noronha)
Adjudicating Officer,
Goa RERA