



GOA REAL ESTATE REGULATORY AUTHORITY

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F.No:3/RERA/Complaint(362)/2023 / 534

Date: 04/04/2024

M/s Jai Bhuvan Builders Pvt. Ltd.

Represented through its Director

Mr. Rajesh Sadanand Sheth

Having registered office at Gera Imperium Star,

Office No. 202-206, Second Floor,

Panaji Goa -403001

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Complainant

V/s

M/s Gera Developments Pvt. Ltd.

Through its Authorized Signatory

Mr. Rohit Gera,

Having its registered office at 200,

Gera Plaza, Boat Club Road,

Pune- 411001.

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Respondent

ORDER

(Date:04/04/2024)

M/s Jai Bhuvan Builders Pvt. Ltd., a company registered under the Companies Act, having office at Gera Imperium Star, 202-206, Panjai, Goa represented through its Director, Shri Rajesh Sadanand Sheth has filed a complaint dated 05/07/2023 (**Complainant**), before the Goa Real Estate Regulatory Authority (**Goa RERA**) under Section 31 read with Section 18 and 19 of the Real Estate (Regulation and Development) Act, 2016 (**Act**), against **M/s Gera Development Pvt. Ltd.** having its registered office at No. 200, Gera Plaza, Boat Club Road, Pune, Maharashtra (**Respondent**) for failure of the Respondent

to handover possession of the office premises to the Complainant immediately after registering the Agreement for Sale in the real estate project, namely “Gera’s Imperium Star” (Project) bearing Goa RERA registration No. PRGO03180126, located at plot No. 43 and 44, within the limits of Corporation of the City of Panaji, Taluka Tiswadi, District North Goa.

2. The complainant and respondent agreed to buy and sell respectively, an office premises bearing No. 620 in the said project, situated on the 6th floor of the building having carpet area of 87.91 Sq. mts. and balcony 7.76 sq. mtrs. along with proportionate share in common area 54.80 sq. mtrs. for a total consideration of Rs. 1,38,03,587/-(Rupees One crore, thirty eight lakhs, three thousand, five hundred and eighty seven only) excluding Income Tax and GST. The complainant has paid to the respondent a total amount of Rs. 1,41,03,072/- (Rupees One crore, forty one lakhs, three thousand and seventy two only) including Income Tax and thus paid excess payment of Rs. 1,66,498/- (Rupees One lakh, sixty six thousand, four hundred and ninety eight only). Out of the above amount, Rs. 1,10,00,000/-(Rupees One crore, ten lakhs only) has been paid/ arranged through loan at the rate of 11.55% per annum availed from the Indian Overseas Bank, (Bank), for which, the respondent has given no objection to the complainant and to the Bank, would have to be given initially on scheduled date of registration of Agreement for Sale on 17.11.2022, but could not be paid due to failure of registration of the Agreement on the said date, due to alleged fault attributed to the respondent, and the same was



registered on 24.11.2022. Thus, complainant has paid to the respondent an amount of Rs. 1, 39, 36,574 (Rupees One crore, thirty nine lakhs, thirty six thousand, five hundred and seventy four only) on or before 24.11.2022, towards the cost of the premises.

3. The complainant also stated that he has also paid an amount of Rs. 4,00,400/- (Rupees Four lakhs, four hundred only) on 11.11.2022, towards payment of stamp duty, and an amount of Rs. 4,17,230/- (Rupees Four lakhs, seventeen thousand, two hundred and thirty only) on 11.11.2022, towards payment of registration and processing fees for registration of Agreement for Sale scheduled on 17.11.2022, but the said registration could not be executed due to fault attributed to the respondent of mis-matching challans with other registration docket. The complainant had applied for refund of the stamp duty and registration fee before the Civil cum Sub- Registrar of Ilhas, Tiswadi. As per conditions set out in Sixth Schedule of the said agreement, it was agreed to hand over possession of the said office premises to the complainant forthwith along with occupancy certificate and on receipt of full consideration amount from the complainant, but failed to adhere to it by the respondent.
4. The Complainant stated that he received a possession letter on 19.11.2022 from the respondent which was incorporated with new conditions under paras 13, 14, 15, 16, 17, 19, 21, 22, 23 and 24 respectively, which were extraneous to the terms and conditions laid down in the Agreement for Sale registered on 24.11.2022. Though the complainant tried with the respondent to seek

clarification for the changed terms and conditions in the said possession letter, but it was not redressed on priority from the respondent. In spite of paying entire consideration amount by 24.11.2022, the day the Agreement for Sale has been registered, failed to handover possession of the said office premises. Under above circumstances, the Complainant has sought relief from this Authority inter alia comprising, such as, to direct the respondent to handover possession of the premises as per Agreement for Sale dated 24.11.2022; compensation to the extent of Rs. 50,00,000/- (Rupees Fifty Lakhs only) for all the agony undergone; cost of litigation to the extent of Rs. 1,00,000/- (Rupees One lakh only); refund of excess amount paid to the extent of Rs. 1,66,498/- (Rupees One lakh, sixty six thousand, four hundred and ninety eight only); reimbursement cost of licence fee to the extent of Rs. 9,80,145/- (Rupees Nine lakhs, eighty thousand, one hundred and forty five only) from the date of registration of Agreement for Sale until possession is handed over alongwith 18% interest.

5. Goa RERA has been issued notice to the respondent who was represented by Advocate Shri Abhijeet Kamat, whereas, the complainant side has been represented by Advocate Shri S. Karpe along with Advocate Shri S. M. Vaingankar and Advocate A. Sawant during hearings. The respondent has filed an Affidavit dated 12.09.2023, whereas the complainant filed an Affidavit in rejoinder dated 17.10.2023. The claims and counter-claims raised by both parties have been carefully studied and this Authority decided to adjudicate based on the following criteria:

6. **Whether the complaint is liable for dismissal under Rule 6(2) (b) of the Goa Real Estate (Regulations and Development) (Recovery of Interest, Penalty, Compensation, Fine Payable, Forms of Complaints and Appeals etc.) as sought by the respondent?**
7. **Whether the complainant's claims for various reliefs sought in paragraph No. 4 above under section 18 and 19 of the Real Estate (Regulation and Development) Act, 2016 is within the purview of provisions of the Act?**
8. As both matters as stated in the paragraph 6 and paragraph 7 above are interrelated has been examined simultaneously.
9. The respondent in Affidavit dated 12.09.2023 sought dismissal of the complaint on several grounds, interalia consisting that the complaint is a complete abuse of the process of law; complainant failed to disclose complaint filed before the Goa State Consumer Redressal Commission complaint No. 03 of 2023, which was dismissed on 26.06.2023 at the admission stage itself, on grounds that the definition of complainant is not within the purview of definition of "Consumer" under Consumer Protection Act, 2019 (CPA 2019); complainant himself has delayed in taking over possession of the said office premises despite it has been offered immediately upon execution of Agreement for Sale on 24.11.2022; complainant conveniently avoided to disclose that he has received refund of said registration charges paid for the registration of Agreement for Sale dated 11.11.2022; the respondent is entitled to refund of the said stamp and registration charges before handing over possession; the



respondent is ready to hand over the possession even today; out of 339 units in the building, Agreement for Sale completed for 332 units and possession has been handed over to 320 allottees already as per same possession letter dated 19.11.2022, i.e. a full 04 days prior to the date Agreement for Sale came to be registered on 24.11.2022; the terms contained in the possession letter, including the terms which were objected to by the complainant were all part and parcel of the Allotment Letter and the Agreement for sale; the complainant for the first time by its email dated 26.11.2022 informed the respondent, that some clauses were not agreeable in the possession letter and the respondent has followed up diligently to redress the concerns of the complainant; though the complainant agreed to take possession on 12.12.2022, but not gone ahead, and again received an e-mail on 12.12.2022 to the effect that there was none from the respondent's side to handover possession on that day; again on 16.12.2022, complainant has emailed stating that concerns of the possession letter were not resolved and hence possession process could not be completed.

10. The complainant has also filed an Affidavit in Re-joinder dated 17.10.2023. With regard to non-disclosure of the Consumer Forum Case bearing no. 03/2023, the complainant states that remedies as available under the Consumer Protection Act and the Real Estate (Regulatory & Development) Act are altogether independent remedy even after the Real Estate (Regulatory and Development) Act was brought into force; there is no bar on the complainant to approach and avail remedies before the Authority in terms of the Real Estate



(Regulatory & Development) Act as per clause 44(b) of the Agreement for Sale registered on 24.11.2022; as such the present complaint has been preferred after dismissal by the Consumer Commission. With regard to allegations that complainant himself has delayed in taking over possession of the said office premises despite being offered by the respondent immediately upon the registration of the Agreement for Sale on 24.11.2022 is concerned, the complainant stated that there is no reason why there is delay to take over possession of the unit despite making all payments, registration of Agreement for sale, except for clarification of extraneous terms and conditions incorporated in the possession letter dated 19.11.2022. With regard to disclosure of receipt of refund of registration charges, the complainant stated that he has applied for refund of the stamp duty and registration fees. With regard to respondent is entitled for refund of stamp duty and registration fees paid for registration of Agreement for Sale on 24.11.2022 is concerned, the complainant stated that due to mistakes created by the respondent for registration of Agreement for sale dated 11.11.2022, they had to pay the said fees for registration of Agreement for Sale on 24.11.2022. With regard to allegation of deliberate suppression of possession letter dated 19.11.2022 sent by the respondent is concerned, the complainant stated that the respondent conveniently concealed the registration process which was scheduled initially on 17.11.2022, whereas, the said possession letter dated 19.11.2022 was received later. With regard to the opinion of the respondent that the said possession letter cannot be changed at



the request of every customer is concerned, the complainant asserted that it is his right for clarification and hence, taken up with the respondent, as the terms and conditions in the said possession letter are unfair, and contrary to the Agreement for Sale, the respondent failed to redress the grievance of the complainant.

11. The respondent has filed a Supplementary Rejoinder dated 27.10.2023 to the rejoinder of the complainant dated 17.10.2023. The respondent contested the proposition of the complainant inter alia consisting of, such as, that even though the complainant had fully well aware Clause 44(b) of the Agreement for Sale dated 24.11.2022 but approached the Consumer Forum, hence the complainant indulged in delaying to take over possession; denied the fault not attributable to the respondent for not registering Agreement for sale dated 11.11.2022; the complainant has suppressed the receipt of refund of the said registration charges in April 2023 and the same has to be refunded to the respondent.
12. The complainant side on hearing held on 08.11.2023, has stated to take over possession of the said office premises provided the respondent side is agreeable to handover possession without any conditions and interest and compensation matter will be dealt separately. The respondent side agreed to discuss the above proposal with their management. On 17.11.2023, the respondent side has stated to handover possession deleting objectionable clauses, however, not agreeable for paying interest and compensation. Both parties agreed to handing over /taking over possession of the said premises before 05.12.2023. Pursuant to the



above, both parties have filed separate affidavits on 22.12.2023 stating that the possession of the premises has been actually handed over and taken over by the respondent and complainant respectively. On 05.12.2023, the complainant has stated that the respondent insisted for maintenance charges of the premises with effect from 24.11.2022, the day Agreement for Sale has been registered, whereas complainant insisted that it is valid from the date of taking over possession i.e. 05.12.2023.

13. The relevant provisions under the Real Estate (Regulation and Development) Act, 2016 has been examined as following:

14. **“31. Filing of complaints with the Authority or the Adjudicating officer.-**

(1) Any aggrieved person may file a complaint with the Authority or the Adjudicating Officer, as the case may be, for any violation or contravention of the provisions of this Act or the rules and regulations made thereunder against any promoter, allottee or real estate agent, as the case may be.

Explanation:- For the purpose of this sub-section “person” shall include the association of allottees or any voluntary consumer association registered under any law for the time being in force.”

15. **“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:

Provided that where an allottee does not intend to withdraw from the project, he shall be paid, by the promoter, interest for every month of delay, till handing over the possession, at such rate as may be prescribed.”

(2) The promoter shall compensate the allottees in case of any loss caused to him due to defective title of the land, on which the project is being developed or has been developed, in the manner as provided under this Act, and the claim for compensation under this subsection shall not be barred by limitation provided under any law for the time being in force.

(3) If the promoter fails to discharge any other obligations imposed on him under this Act or the rules or regulations made thereunder or in accordance with the terms and conditions of the agreement for sale, he shall be liable to pay such compensation to the allottees, in the manner as provided under this Act.”

 16. **“19.Rights and duties of allottees.-(1)...**

(2)...

(3)...

(4) The allottees shall be entitled to claim the refund of amount paid along with interest at such rate as may be prescribed and compensation in the manner as provided under this Act, from the promoter, if the promoter fails to comply or is unable to give possession of the apartment, plot or building, as the case may be, in accordance with the terms of agreement for sale or due to discontinuance of his business as a developer on account of suspension or revocation of his registration under the provisions of this Act or the rules or regulations made thereunder.”

17. In the light of above factual matrix, the claims and counter claims of both parties are being examined in the following paragraphs:

18. **Handing over Possession:**

Handing over possession of the office premises from the promoter to the allottee is governed under **Clause 5 (d)**- Consideration and Payment Schedule and **Clause 11**- Possession read with Fifth Schedule and Sixth Schedule of the Agreement for Sale dated 24.11.2022, subject to clearance of all dues from the allottee. As per Fifth Schedule of payment plan, part earnest amount on signing of offer letter amounting to Rs. 7,00,000/- (Seven lakhs only) required to be paid by 29.07.2022 and; on completing offer booking on 06.09.2022, Rs. 6,80,359/- (Rupees Six lakhs, eighty thousand, three hundred fifty nine only) required to be paid and remaining balance



amount of Rs.1,24,23,228/-(Rupees One crore, twenty four lakhs, twenty three thousand, two hundred and twenty eight only)required to be paid availing bank loan depending upon construction schedule. Against the above schedule, the complainant has paid Rs. 1,41,03,072/-(Rupees One crore, forty one lakhs, three thousand and seventy two only) on 29.07.2022, 06.09.2022 and 16.11.2022 respectively as recorded in paragraph 2 above for total consideration of the premises including Income Tax.. Thus, the complainant has paid to the respondent Rs. 1,38,03,587/- (Rupees One Crore, thirty eight lakhs, three thousand, five hundred and eighty seven only) against the cost of flat; Income Tax to the extent of Rs.1,38,036/- (Rupee One lakh, thirty eight thousand and thirty six only); GST to the extent of Rs. 20,286/-(Rupees twenty thousand, two hundred and eighty six) thus paid excess amount of Rs. 1,66,448/-(Rupees One lakh, sixty six thousand, four hundred and forty eight only).

- 19.** The respondent has sent a possession letter to the complainant on 19.11.2022, i.e. 04 days prior to execution of registration of Agreement for Sale on 24.11.2022, allegedly incorporating certain new clauses which was not part of earlier registered Agreement for Sale. However, complainant without ascertaining the extra- conditions imposed in the said possession offer, gone ahead with executing registration of Agreement for Sale on 24.11.2022. It is stated that the paragraphs No 13, 14, 15, 16, 17, 19, 21, 22, 23 and 24 are incorporated in the said possession letter are not as per

relevant clauses under Agreement for Sale dated 24.11.2022. Both parties engaged for clarifying the above issues between the period from 26.11.2022 to 21.12.2022 through email exchanges without effectively addressing each other's concerns. The complainant issued a legal notice to the respondent on 22.12.2022, thereafter, after a lapse of more than 06 months filed a complaint before the State Consumer Disputes Redressal Commission, Panaji, Goa on 18.05.2023 vide complaint No. CC/03/2023. The said complaint has been rejected by the Commission on 26.06.2023 at admission stage itself. Thereafter, the complainant preferred a complaint dated 05.07.2023 before this Authority. The complainant side on the date of hearing held on 08.11.2023 has stated to take over possession of the premises provided the respondent agrees to delete alleged conditions incorporated in the possession letter dated 19.11.2022, and the matter of interest and compensation will be pursued separately. The respondent agreed to the suggestion and on mutual consent, this Authority allowed both parties to settle possession subject to examining interest and compensation matter separately. Pursuant to the above, both parties executed possession on 05.12.2023 and filed an Affidavit dated 22.12.2023. The controversial clause 13 to 19 and 24 are deleted in the revised possession offer. Thus, the matter of handing over possession of the office premises stands settled.

- 20.** It is pertinent to note that the respondent has issued possession letter dated 19.11.2022 offering possession of the premises to the complainant



incorporating certain new clauses as mentioned in the paragraph-19 above which was the subject matter of concern not only to the complainant but also to the respondent. The new clauses interalia consisting such as, payment of unpaid tax or tax not demanded to be paid in future; payment of common area management by the respondent and seeking its re-imburement; formation of premises holders cooperative maintainance society and management/ maintainance of the same for a period of 12 months; to retain lien/ charge until all taxes/ charges are paid or reimbursed or right to recover or to pay legal fees with interest in case of court directed recovery; not to tamper or alter any part of structure; not to cause damage to the structure and to seek prior written consent; to irrevocably authorise the respondent to discontinue power supply in case of non-payment of charges; right to revise layout and building plan; free to exploit full potential of the land and not to revoke consent; no claims on account of warranty agreement; to pay leasehold fees until lease hold rights are transferred to the premises holders cooperative society; to clear all taxes including rent, property tax, water tax etc. proportionately; responsibility to renewal of NOC of fire and lift etc; that warranty covers only individual unit excluding common area. A detailed scrutiny of the Agreement for Sale dated 24.11.2022 reveals that all of the above conditions incorporated in the possession letter dated 19.11.2022 were already part and parcel of the said Agreement under **Clause-7**. Taxation; **Clause-13** Common Areas; **Clause 14.1** Common Area Maintainance

(CAM) and Sinking funds; **Clause-15** Formation of the Maintenance Association; **Clause-22** Rights, Declarations, Representations, Covenants and Obligation of the Purchaser/ Allottee; **Clause-23** use of FSI/FAR/TDR. It has been acknowledged by the respondent in the Affidavit dated 12.09.2023, but failed to convince the complainant thereby delay in handing over possession. Similarly, the complainant failed to study the said conditions carefully in order to come to conclusion for taking over possession. Nevertheless, the possession letter dated 19.11.2022 issued by the respondent incorporating conditions which are repetitive in nature and further failed to address the concern of the allottee in an expeditious manner, thereby caused delay in handing over possession.

21. Demand for payment of interest:

The complainant has sought payment of Rs. 10,01,000/- (Rupees Ten lakhs, one thousand only) as interest calculated on Rs. 1,38,03,587/- (Rupees One Crore, thirty eight lakhs, three thousand, five hundred and eighty seven only) from the date of payment till the date of handing over possession of the premises. The complainant also stated that he is paying interest at the rate of 11.55% per annum on an amount of Bank loan of Rs. 1,10,00,000/- (Rupees One crore, ten lakhs only). As per provisions under Section **18, Sub Section 1(b)** of the Real Estate (regulation and Development) Act, 2016 where an allottee does not intend to withdraw from the project, he shall be paid, by the promoter, interest for every month of delay, till the handing over of the



possession at such rate as may be prescribed. This principle has also been positively affirmed by the Hon'ble Supreme Court of India in M/s Newtech Promoters and State of U.P. in Civil Appeal No (s). 6745-6749 of 2021. The complainant as an allottee has decided to take over possession and sought interest from the date of registration until possession taken. As per **Clause 11.4 (a) Delay in Handing Over Possession of the said Agreement for Sale**, responsibility has been cast upon the promoter to pay interest for every month of delay till the handing over of possession to the complainant. The Agreement for Sale has been registered on 24.11.2022, whereas possession has been handed over on 05.12.2023. The respondent is liable to pay interest to the complainant for the period between 24.11.2022 to 05.12.2023. However, this Authority is inclined to allow interest applicable only from the date of complaint filed before this Authority i.e. 05.07.2023. As per provisions under **Rule-18, Rate of interest** payable by the promoter to the allottee under the Goa Real Estate (Regulation and Development) (Rates of Interest), Rules, 2017 shall be at the State Bank of India (SBI), Highest Marginal Cost of Lending rate (MCLR) plus Two Percent. In case MCLR is not in use, benchmark lending rates fixed by the SBI fixed from time to time for lending to the general public would be applicable. As per MCLR Historical Data- Interest Rates published by the SBI in 2023 is 8.40% per annum. Therefore, the interest rate is required to be calculated at 8.40% annum plus two percent i.e. at the rate of 10.40% per annum.



22. Refund of Excess Amount:

The complainant has sought refund of excess amount of Rs. 1,66,448/- (Rupees One lakh, sixty six thousand, four hundred and forty eight only) paid by him to the respondent. Complainant has paid a total amount of Rs. 1,41,03,072/- (Rupees One crore, forty one lakh, three thousand and seventy two only) as on 24.11.2022 against cost of the premises to the extent of Rs. 1,38,03,587/- (Rupees one crore, thirty eight lakhs, three thousand, five hundred and eighty seven only), the excess amount comes to the extent of Rs. 1,66,448/- (Rupees One lakh, sixty six thousand, four hundred and forty eight only). The respondent also acknowledged receipt of excess said amount and stated to adjust the same as per outcome of the order of this Authority. Therefore, the excess amount paid by the complainant to the respondent stands remained at Rs. 1,66,448/- (Rupees one lakhs, sixty six thousand, four hundred and forty eight only) which requires to be refunded to the complainant by the respondent.

23. Refund of Licence Fee:

The complainant has sought refund of amount of Rs. 9, 80,145/- (Rupees Nine lakhs, eighty thousand, one hundred and forty five only) towards the cost of licence fee of the complainant had to pay for the month of December to June 2022 alongwith interest at the rate of 18% and further interest on the said license fee till possession of the said premises is handed over to the complainant. The complainant has already hired an office premises within the

same project under Leave and License Agreement entered with the respondent on 24.09.2021 and paying monthly license fee to the extent of Rs. 1,40,022/- (Rupees One lakh, forty thousand, twenty two only). As the complainant is allowed interest for the period from 05.07.2023 to 05.12.2023, the said claim of complainant for refund of license fee is not tenable and hence rejected.

24. Cost of Litigation:

The complainant has sought cost of litigation charges to the extent of Rs. 1,00,000/- (Rupees one lakhs only). The Authority has not inclined to allow the said amount as the complainant failed to substantiate mitigating circumstances, other than clarification sought against the possession letter dated 19.11.2022.

25. Payment of Maintenance Charges:

The complainant has raised the issue of payment of maintenance charges to the respondent which is valid for one year starting from 29/11/2023 i.e. the date on possession taken initially and finalized fully on 05.12.2023. The respondent has not agreed to the demand on the ground that the complainant has raised the issue first time at the time of taking over possession and hence not admissible. As the claim is belated and not part of the original complaint, more over, the said maintenance of the premises done by the respondent, the demand for payment of maintenance charges to the complainant is not justified, hence rejected.

26. Refund of Registration Charges:

The respondent has sought refund of registration charges to the extent of Rs. 4,17,230/- (Rupees Four lakhs, seventeen thousand, two hundred and thirty only) from the complainant. At the time of registration of Agreement for Sale scheduled initially on 17.11.2022, the complainant has paid the said registration charges as well as stamp duty charges of Rs. 4, 00,400/- (Rupees Four lakhs, four hundred only). As the said registration could not be executed due to mis-tagging the dockets, the registration of Agreement for Sale has been executed on 24.11.2022. The respondent has paid both registration fee and stamp duty for registration on 24.11.2022. Subsequently, the said registration charges has been refunded by the Sub- Registrar to the complainant. Both parties have accepted the above factual status in their Affidavits filed before this Authority. **As per Clause-42 Stamp Duty and Registration** of the Agreement for Sale dated 24.11.2022, both stamp duty and registration charges have to be borne by the purchaser/allottee. Therefore, the said amount of registration charges already reimbursed by the Sub- Registrar to the complainant is required to be refunded to the respondent by the complainant. Similarly, the said stamp duty charges which is yet to be refunded by the registration need to be returned to the respondent by the complainant.



27. Compensation:

The complainant has sought a relief of Rs. 50,00,000/- (Rupees fifty lakhs only) as compensation under section 18 and 19 of the Real Estate (Regulation and Development) Act, 2016 and Rules thereof. The determination of compensation is within the jurisdiction of Ld. Adjudicating officer, and hence, the matter shall be referred for Adjudication.

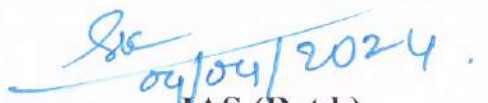
28. In the light of above findings, the following order is hereby passed by this Authority for compliance by both parties.

29. The respondent is hereby directed to pay monthly interest to the complainant on the total amount of Rs. 1,38,03,587/- towards cost of the unit including excess amount paid by the complainant to the tune of Rs. 1,66,448/- for the period from 05.07.2023 to 05.12.2023 calculated at the rate of interest of 10.40% per annum.

30. The respondent is hereby further directed to deduct and adjust an amount out of the above dues payable to the complainant as arrived at paragraph 29 above, (a) an amount of Rs. 4,17,230/-, registration charges which is already refunded to the complainant alongwith interest calculated on the said amount at the rate of 10.40% per annum for the period between 16.03.2023 to 05.12.2023 (b) Maintenance charges without interest for the period between 24.11.2022 to 05.12.2023 and pay remaining balance amount if any to the complainant or vice versa.



31. The complainant is hereby directed to return the stamp duty charges to the extent of Rs. 4, 00,400/- to the respondent without interest and retain the same as and when it is reimbursed by the Sub-Registrar to them.
32. Both respondent and complainant are hereby directed to comply the said order within two months.
33. The matter shall be further referred to Ld. Adjudicator for determining compensation.
34. The issues raised by this Authority for resolution of the complaint as recorded at paragraph No. 6 and paragraph No. 7 above has been decided accordingly.


04/04/2024
S. Kumarasawamy, IAS (Retd.)
Chairperson, Goa RERA