



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 (126)/2024/1359

Date: 25/09/2024

BEFORE THE ADJUDICATING OFFICER

1. **Ashok R. Mundkur**

2. **Disha A. Mundkur**

201, Sea Castle,
7 Bungalows Road,
Versova, Mumbai-400061.

.....Applicants

Versus

1. **Palaceio Property Developers Private Limited,**

Gera Imperium 1, 612,
6th Floor, Next to Kamat Tower,
Behind Panaji Bus Stand,
Patto Plaza, Panaji Goa-403001.

2. **Laljee Patel,**

L. Patel Builders & Contractors,
A sole Proprietorship,
C-1, Sapna Regency,
3rd Floor, above baron Men's
Panaji Goa-403001.

.....Respondents

Ld. Advocate Shri Ashwin Dalvi for the applicants.

Ld. Advocate Shri Sarvesh Kamat along with Advocate Ms. Sonal @Tara P
Deshprabhu for the respondent no. 1.

Ld. Advocate Shri Ketan Morajkar for the respondent no. 2.

ORDER

(Delivered on this 25th day of the month of September, 2024)

This order shall dispose of application filed by the applicant for additional prayers/substituting the prayers.

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

3. The applicants are seeking to add additional prayers/substituting the prayers for inclusion of compensation, which inadvertently could not be included in the application for compensation. The proposed additional reliefs are as follows:-

A. That the Respondents be directed to pay the Applicants a compensation amount of Rs. 1,00,000/- (Rupees One Lakh only) towards the extreme harassment, burden of mental agony and stress, caused by the repeated lies and defaults in delivery of flat, false assurances/offers by the Respondents, inconvenience and cost of travelling to Goa every time to meet the Respondents and/or to monitor status of flat and the hardship caused to them by the Respondents over the period from 2013 up to the filing of the RERA complaint in May 2023.

B. That the Respondents be directed to compensate the Applicants for the monetary loss of (1) Rs. 1,90,656/- (Rupees One Lakh Ninety Thousand Six Hundred Fifty-Six only) suffered by them towards all legal and related expenses incurred for the filing of the RERA Complaint No. 356/2023 and (2) Rs. 2,00,000/- (Rupees Two Lakhs only), towards cost of contesting Appeal No:AT 006 000 000/G15, which has just been filed by Respondent no: 1 in Appellate Court, which

otherwise would not have to be incurred at all, if the Respondents had duly completed the flat and possession was given with all amenities as per the promised date in the Agreement.

C. That the Respondents be directed to compensate the Applicants, at actual costs, if the Respondents fail to provide the said flat with all/any of the amenities promised inside the flat and externally (in common) as listed in (i) the Advertising prospectus/brochure and (ii) Schedule VI and VII of the Agreement, when offering it for possession.

D. That the Respondents be directed to permit the Applicants to measure the area of the flat at a time and date convenient to do so, before possession is taken and pay compensation for the area, if found lesser than the area mentioned in the registered Agreement and at the present market rate.

E. That the Respondents be directed to give possession of the flat to Applicants without the separating wall between kitchen & hall (and with proper tiling between kitchen and hall, moving of any electrical points etc.), as per the many requests made long back in writing (as per Exhibit H Colly.) or pay the Applicants the actual costs & compensation for breaking the said wall (if built) and doing all that is required (including civil work, tiling, moving any electrical points etc.) to achieve restoration.

F. That the Respondents be directed to pay Applicants any requisite compensation/penalty for failure to comply with the order of the Hon. RERA Court dated 21.05.2024 or any department of RERA.

G. That the Respondents be directed to pay monthly compensation of Rupees 1,00,000/- per month for failure to provide all/any amenities as promised in the advertising/sales brochure (Exhibit A) until they are all provided: viz

1. Generator back-up for common areas,
2. Gym & Health spa,
3. Swimming Pool,
4. Tennis Court,
5. Eco-friendly Buggy,
6. (Indoor Games) Table Tennis, snooker,
7. Community Hall,
8. Hobby & Art Centre,
9. Gardens and Riverfront Promenade,
10. Well-stocked Library,
11. Laundry Service,
12. Wi-Fi,
13. On-site chemist and Grocery store,
14. Sewage Treatment Plant,
15. Rainwater Recharging,
16. Garbage Disposal System/Composting,
17. 24x7 Security.

The applicants therefore pray that the application be granted.

4. The respondent no. 1 filed a reply inter-alia claiming that the application is beyond jurisdiction of the Authority and is completely non-maintainable. The respondent no. 2 also filed a reply stating that the applicants are not entitled for the additional prayers which are beyond the ambit and scope of the Authority.

5. Arguments heard.

6. The applicants filed an application dated 25.09.2024 for correction of the application for amendment filed on 23.07.2024 by the applicants stating that there was a typographical error on the part of the applicants as they had used the words 'additional prayers' instead of 'replacement' of the prayers and that the applicants seek to replace the existing prayers (A) to (E) with the prayer (A) to (H), which application came to be granted today and the applicants were permitted to substitute prayer (A) to (E) to prayer (A) to (H).

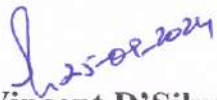
7. The applicants are admittedly seeking to substitute prayers as stated above. The above application is objected by the respondent no. 1 and 2 on the ground that it is not maintainable and that applicants are not entitled for additional prayers. Needless to mention, the applicants are seeking the additional prayers/substituting the prayers by way of the proposed amendment. The above application seeking for additional/ substituting the reliefs appears to be on the ground of inadvertence which could not be included in the application for compensation originally filed by the applicants. Whether the application is maintainable or whether it comes under the powers of this Authority is required to be decided at the final stage at the time of arguments.

8. The proceedings are yet to be commenced, so also there is no delay in filing the application. The proposed amendment is also not malafide as it is sought only with respect to additional prayers/substituting the prayers in the main application. No prejudice would occasion to the respondents, if the application is allowed as the respondents would be at liberty to file their additional written statement/ reply. The proposed amendment application therefore deserves to be granted.

9. In view of the above, I pass the following:-

ORDER

The application for amendment stands granted. Amendment to be carried out forthwith.


(Vincent D'Silva)
Adjudicating Officer,
Goa RERA

Panaji, Goa.
Date: 25.09.2024.