



**GOA REAL ESTATE REGULATORY AUTHORITY
DEPARTMENT OF URBAN DEVELOPMENT**

GOVERNMENT OF GOA

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F.No.3/RERA/Complaint(289)/2021/ 50

Date: 17/01/2023

Navneet Developers,

Chandhoks Ryder Centre, Great Eastern Centre,

70, First Floor, Nehru Place,

South East Delhi, 110019.

.....**Complainant**

Versus

Bennet and Bernad Custom Homes Pvt. Ltd.,

First Floor, Mathias House,

Campal Panaji, Tiswadi, Goa, 403001.

.....**Respondent**

ORDER

(Dated 17.01.2023)

This order disposes of the complaint filed under section 31 of the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as 'the RERA Act') against the respondent herein in respect of the project 'Casa Braga' located at Assagao, Goa wherein the complainant has inter alia mentioned that in 2021 the respondent gave vast publicity through different modes of advertisements regarding a proposed residential complex by name 'Casa Braga' and induced the public at large for investing money towards booking of

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residential villas in the said project and the complainant who was searching for a residential villa in Goa believed in the promises and offers given by the respondent and accordingly the complainant approached the respondent which claimed that it is launching a project by name 'Casa Braga', "which will stand tall in front of all the projects around it" . It is further stated that at the time of booking, the respondent informed the complainant that the respondent has all requisite permissions, licenses and approvals from the required Government departments and authorities to develop the aforesaid project and therefore the complainant was "allured and financially induced to deposit money into the said project".

2. According to the complainant, the complainant agreed to book a villa in the said project and on 22.06.2021, the complainant submitted an application form for allotment of a three BHK villa number 3 having area of 2275 sq. ft. and garden area of 900 sq.ft. with ground floor plus 2 (hereinafter referred as the said unit).
3. The complainant has stated that the total cost of the said unit was agreed as ₹2,94,74,907/- (Rupees Two Crores Ninety Four Lakhs Seventy Four Thousand Nine Hundred and Seven only) and the complainant paid an amount of ₹29,47,490/- (Rupees Twenty Nine Lakhs Forty Seven Thousand Four Hundred and Ninety only) towards booking amount, which cost ten percent of the basic cost of the villa.
4. According to the complainant, since registration of the said project under the RERA Act was pending, the respondent at the time of booking of the said unit



agreed that in case the respondent was unable to obtain the registration certificate before 31.10.2021, the complainant had the option to withdraw from the booking without any deduction and the entire booking amount of ₹29,47,490/- would be returned to the complainant.

5. It is stated by the complainant that on 09.07.2021 the respondent sent an email to the complainant demanding an amount of ₹1,47,375/- towards GST and later issued a demand letter on 30.07.2017 for the said amount even though at that time the registration of the project as required under Section 3 of the RERA Act was not obtained. According to the complainant, vide various emails he inquired about the status of RERA registration and requested the respondent to send the documents of the same and also documents of title along with permissions, however, the respondent failed to provide any document pertaining to the registration of the project and hence the complainant issued a legal notice dated 03.11.2021 to which the respondent issued a reply dated 08.11.2021 which was based on vague, baseless and concocted facts. According to the complainant, in the reply the respondent admitted the fact that the said project was not registered with this Authority and mentioned that the respondent had applied for the registration of the project and since "the Government offices consume time in procedures therefore, the respondent can proceed with the sale and advertisement of the project without registration." It is stated that the complainant issued a rejoinder dated 10.11.2021 wherein the complainant reiterated the facts of the legal notice dated 03.11.2021 and called upon the



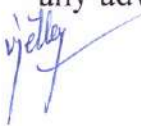
respondent to execute the documents with respect to the unit after obtaining the RERA registration along with compensation in the form of interest @ 12% per annum from the date of booking till the date of execution of agreement to sell to the complainant within 07 days of receipt of the said notice to which the respondent issued a sur-rejoinder dated 26.11.2021, which again was based on baseless and concocted facts.

6. According to the complainant, while the complaint was pending before this Authority, the respondent on 20.01.2022 unilaterally and arbitrarily credited an amount of ₹31,07,387/- (Rupees Thirty One Lakhs Seven Thousand Three Hundred and Eighty Seven only) to the complainant to which an email dated 25.01.2022 was sent by the complainant to the respondent, stating therein, that the complainant is only interested in taking possession of the unit and has never demanded refund of the amount.
7. According to the complainant, the respondent has committed violations of the RERA Act and even the cancellation of the allotment of the complainant is not tenable in the eyes of law. Thus, the complainant has prayed this Authority to direct the respondent to restore the allotment of the complainant, if cancelled and further direct the respondent to execute the documents with respect to the unit and pay compensation in the form of interest @12% p.a. from the date of booking till the date of execution of agreement to sell to the complainant.
8. In the reply, the respondent has stated that the complainant has approached this Authority for reliefs with unclean hands and with mala fide intentions to tarnish



the reputation of the respondent in the eyes of the public and to pressurize the respondent to submit to the illegal demands of the complainant. The respondent has denied all the allegations of the complainant as mentioned in the complaint as well as in the affidavit of the complainant.

9. The respondent has denied that in 2021 the respondent did vast publicity through different modes of advertisement regarding a proposed residential complex in the name of Casa Braga at Assagao, North Goa; denied that the respondent induced the public at large for investing money towards booking of residential villas in the said project; denied that believing on the promises and offers given by the respondent, the complainant agreed to purchase a villa in the said project; denied that the respondent had made a representation to the complainant that the respondent had all the requisite permissions, licenses and approvals from the required Government departments and authorities to develop the said project; denied that based on any colourful promises and assurances, the complainant agreed to book a villa in the said project; denied that the respondent demanded any amount towards booking of any villa and also denied that the amount of ₹29,47,490/- was a booking amount; denied that on 09.07.2017 the respondent sent an email to the complainant demanding an amount of ₹1,47,375/- towards GST and later issued a demand letter on 30.07.2017 for the said amount and thus the respondent denied having given any advertisement or inviting persons to purchase villas in the proposed project



without availing registration under Section 3 of the RERA Act. The respondent has denied having violated Section 12 of the RERA Act.

10. It is the case of the respondent that the complainant Mr. Kulbir Singh, a partner of Navneet Developers had approached the respondent with an inquiry for the project Grosvenor House which was registered with this Authority. It is stated that on the complainant's visit to Goa, the complainant was not interested in any of the available units for sale but was very much impressed by the work carried out by the respondent, however the respondent informed the complainant that there were no units for sale in any other current projects of the respondent but there are upcoming projects which will be available for sale tentatively by end of the year 2021 and accordingly, a amount of ₹29,47,490/- was received from the complainant as "an investment amount".
11. It is the case of the respondent that the complainant had approached the respondent with clear intention of purchasing a unit in the project Grosvenor House which had RERA registration certificate bearing no. PRGO05201106 for which the complainant has placed an online inquiry with the respondent.
12. According to the respondent, a reply dated 08.11.2021 was sent in relation to the legal notice dated 03.11.2021 and the said reply gave the correct facts and understanding agreed between the parties regarding the investment sum and further communicated the options available i.e. either to retain the investment sum with the respondent and progress with agreement for sale for any of the



units which would be available for sale with the respondent or to withdraw the invested amount with the respondent.

13. It is the case of the respondent that the respondent has not advertised or publicised for sale in any manner any projects not registered with this Authority. According to the respondent, the amount of ₹29,47,490/- received from the complainant was an investment amount allowing the complainant first preference to book any unit in the respondent's future RERA registered projects, with an option to withdraw the invested sum if the complainant chooses not to do so. The respondent has denied that there was cancellation of the allotment of the complainant as the claim of the complainant was limited to his invested amount and the interest thereon.
14. According to the respondent, on 25.11.2021, the respondent received RERA registration for the project Casa Braga and the respondent vide sur-rejoinder dated 26.11.2021 called upon the complainant to decide between the options to execute agreement for sale for any unit of any of the respondent's RERA registered projects or to choose the refund of ₹29,47,490/- without deduction along with interest and since the complainant did not respond to the said sur-rejoinder, the respondent had no choice but to refund the said invested amount of ₹29,47,490/- along with interest @ 9.25 % on 20.01.2022. Hence the prayer of the respondent to dismiss the complaint.
15. Affidavits have been filed by both the parties along with documents. Written submissions have been filed by Learned Advocate Ms. Akashaya Nanodkar for



the complainant and Learned Advocate Shri D. Patkar for the respondent. Oral arguments were also heard from the Ld. Advocate J. Fernandes for the complainant and Ld. Advocate D. Patkar for the respondent.

16. After going through the entire records of the case, the points which come for my determination along with the reasons and findings thereon are as follows:-

Sr. No.	Points for determination	Findings
1.	Whether the respondent has violated Section 3 of the RERA Act?	In the affirmative.
2.	Whether the respondent has violated Section 12 of the RERA Act?	In the negative.
3.	Whether the respondent has violated Section 13 of the RERA Act?	In the negative.
4.	Whether the complainant is entitled to restoration of the allotment of the said unit along with interest at the rate of 12% per annum from the date of booking till the date of execution of agreement to sell to be executed by the respondent with the complainant?	In the negative.

REASONS

Point no. 1

17. It is the case of the complainant that the complainant was searching for a residential villa in Goa and as such was attracted by the advertisement of the

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respondent regarding the residential complex named as Casa Braga and believing the colorful promises and offers given by the respondent the complainant agreed to purchase a villa in the said project and thereafter on 22.06.2021 the complainant submitted an Application Form for allotment of a three BHK villa bearing villa no. 3 having area of 2275 sq. ft. and garden area of 900 sq. ft. with Floor Ground + 2 (hereinafter referred as “the said unit”) for the total cost of ₹2,94,74,907/- (Rupees Two Crores Ninety Four Lakhs Seventy Four Thousand Nine Hundred and Seven only). According to the complainant, an amount of ₹29,47,490/- (Rupees Twenty Nine Lakhs Forty Seven Thousand Four Hundred and Ninety only) was paid by the complainant towards booking amount by way of cheque no. 000357 dated 21.06.2021 drawn in favour of the respondent and the said booking amount cost 10% of the basic cost of the said villa.

18. On the other hand it is the case of the respondent that the complainant Mr. Kulbir Singh, a partner of Navneet Developers approached the respondent with an enquiry for the project Grosvenor House which was registered with the Real Estate Regulatory Authority under registration no. PRGO05201106 and that on his visit to Goa the complainant was not interested in any of the available units for sale but was impressed by the work carried out by the respondent. According to the respondent, the amount of ₹29,47,490/- was received from the complainant as an investment amount allowing the complainant first preference



to book any unit in the respondent's future RERA registered projects, with an option to withdraw the invested sum if the complainant chooses not to do so.

19. The fact that the complainant booked the aforesaid specific unit in the project Casa Braga and paid the booking amount of ₹29,47,490/- which was 10% of the total cost of the villa is proved by the documents produced on records by the complainant. Application For Allotment dated 22.06.2021 signed by the partner of the complainant and addressed to the respondent clearly mentions the request of the complainant that the complainant may be allotted three BHK villa bearing no. 3 having area of 2275 sq. ft. and garden area of 900 sq. ft. with Floor Ground +2 in the upcoming project Casa Braga. It is stated in the said application that the basic costs of the said villa is ₹2,94,74,907/- and that the complainant was enclosing a sum of ₹29,47,490/- vide cheque no. 000357 dated 21.06.2021 drawn on Kotak Mahindra. In the terms and conditions mentioned in the said application form, it is mentioned that "this application is accompanied by a deposit applicant Cheque/Demand Draft/ NEFT/RTGS drawn in favour of "Bennet and Bernard Custom Homes Pvt. Ltd." **being 10% of the total consideration of the premises**"(emphasis supplied). It is further inter alia stated in the said Application Form that " After the applicant has paid the **10% deposit amount** as per clause 2 above, the company may accept or reject the application within two weeks (14 days) from receiving the entire deposit. In case the company for any reason whatsoever, decides to reject the application, the company shall refund the entire deposit amount paid by the applicant



without any interest within one week (7 days) from the date of the rejection. In case the company accepts the application, the applicant may come forward and sign the agreement of sale upon further payment of another 10% (total 20%) paid as per the payment schedule provided with this application form". (emphasis supplied)

20. The complainant has also produced on record the letter dated 22.06.2021 (marked as 184/c) addressed to the respondent wherein it is mentioned that "As per discussions we are pleased to confirm our booking for villa no. 3 in your project Casa Braga, Assagoa North for which we have already paid a sum of ₹29,47,490.00 (Rupees Twenty Nine Lakhs Forty Seven Thousand Four Hundred Ninety only) as 10% of ₹2,94,74,907.00, the total value of the said villa. Taxes and charges are extra as outlined in the booking form." In the said letter it is mentioned that the complainant is enclosing "**Booking Application Form for allotment**" duly filled and signed by the complainant and that the other documents were already provided to the respondent. It is further stated in the said letter that the RERA registration is pending for the said project Casa Braga and in case the registration is not obtained by the respondent and intimated to the complainant before 31.10.2021, the complainant shall have the option to withdraw from the booking without any deduction by the respondent and in such a case, the booking amount of ₹29,47,490/- shall be returned by the respondent to the complainant forthwith.



21. The complainant has also produced on record the receipt dated 21.06.2021 bearing receipt no. 001/2021-22/Casa Braga/villa 3 wherein it is clearly mentioned that the respondent received from the complainant an amount of ₹29,47,490/- as “total booking amount”, “on account of: CASA BRAGA/VILLA 3”. It is also clearly stated therein that the aforesaid amount was received “from Navneet Developers towards booking amount for villa 3 CASA BRAGA”.
22. In the legal notice dated 03.11.2021 addressed to the respondent, the complainant reiterated the aforesaid facts. In the reply dated 08.11.2021, by the respondent to the aforesaid legal notice, the respondent nowhere mentions about the project Grosvenor House which according to the respondent was already registered with this Authority and in which, according to the respondent the complainant was interested in purchasing a unit and towards which, according to the respondent an amount of ₹29,47,490/- was paid by the complainant as an investment amount.
23. In the reply dated 08.11.2021 by the respondent to the legal notice dated 03.11.2021 issued by the complainant, the respondent states that the project Casa Braga at that time “stands fully approved and the application for RERA registration has been submitted and is awaiting processing and approval with the Authority”. It is stated in the said reply by the respondent that “your client being interested in the upcoming project opted to place with us 10% of the sale value of one of the units in the project towards confirmation of his interest

similar to earnest money deposit. This is evident, as admitted by you in your notice, from the fact that it was agreed between the parties that your client would have the right to either conclude the purchase or withdraw the amount placed with us in the event the RERA registration was not obtained in the agreed time frame". In para 6 of the said reply of the respondent, it is stated as follows:-

"As stated above the RERA registration is underway, this being governmental procedure carry an element of unpredictability with respect to the exact time frame. The fact that the application for registration of the project has been made cannot be disputed,"

24. In para 7 of the said reply, the respondent states as follows:-

"The amount placed with us by way of expression of firm interest in the unit in the project in any way does not exceed 10% of the unit sale value and as such the alleged contravention is without legal basis."

25. In para 10 of the said reply, the respondent has stated as follows:-

"Therefore, based on the instructions of my client the following options are placed before you for communication to your client:



a Progress forward and complete the agreement for sale immediately upon receipt of the RERA registration, application for which is already made.

Or

b Receive entire refund without any deduction of the amount placed with my client as a confirmation of interest in the unit in the project.”

26. From the aforesaid reply dated 08.11.2021 to the legal notice of the complainant dated 03.11.2021, the respondent has clearly admitted that the project which was unregistered at the time of taking the amount of ₹29,47,490/- from the complainant was the project called Casa Braga and that the aforesaid amount never exceeded 10% of the sale value of the unit in the aforesaid project. The respondent further states in the said reply that the respondent has applied for registration of the aforesaid project Casa Braga and the said application for registration was being processed and waiting for approval by this Authority. The respondent in the said reply called upon the complainant to complete the agreement for sale immediately upon receipt of the RERA registration for the said project Casa Braga or the complainant to receive entire refund of the amount paid towards the 10% of the sale value of the unit in the said project. Thus, in the reply dated 08.11.2021 to the legal notice dated 03.11.2021, the respondent has clearly admitted that the complainant had advanced an amount of 10% of the total sale value of the unit in the project Casa Braga which was

not registered with this Authority till that time though the application of registration of the said project was made by the respondent.

27. Thus, from the correspondence and the documents on record, it is clear that inspite of the fact that the project Casa Braga located at Assagao was not registered with this Authority under the RERA Act, still the respondent took the booking amount of 10% of the sale value of three BHK villa bearing villa no. 3 having an area of 2275 sq. ft. and garden area of 900 sq. ft. with Floor Ground +2 in the said project Casa Braga. It is also clear that at the time of booking the said villa, since the registration of the said project Casa Braga was pending before this Authority, it was agreed between the parties that in case the respondent was unable to obtain the registration before 31.10.2021, the complainant would have the option to withdraw from the booking without any deduction by the respondent and the entire booking amount of ₹29,47,490/- would be returned by the respondent to the complainant.

28. Thus, not only the correspondence between the parties and the documents produced on record prove so but also there is an admission by the respondent in the said correspondence that when the said villa was booked by the complainant in the said project Casa Braga by paying 10% of the total sale value of the said villa, at that material time, the registration of the said project Casa Braga was not obtained by the respondent. In this regard, it is material to reproduce hereunder the relevant portion of **Section 3 of the RERA Act:-**



“3. Prior registration of real estate project with Real Estate Regulatory Authority.-

(1) No promoter shall advertise, market, book, sell or offer for sale, or invite persons to purchase in any manner any plot, apartment or building, as the case may be, in any real estate project or part of it, in any planning area, without registering the real estate project with the Real Estate Regulatory Authority established under this Act:

Provided that projects that are ongoing on the date of commencement of this Act and for which the completion certificate has not been issued, the promoter shall make an application to the Authority for registration of the said project within a period of three months from the date of commencement of this Act:

Provided further that if the Authority thinks necessary, in the interest of allottees, for projects which are developed beyond the planning area but with the requisite permission of the local authority, it may, by order, direct the promoter of such project to register with the Authority, and the provisions of this Act or the rules and regulations made thereunder, shall apply to such projects from that stage of registration.”



29. In the instant case, since the respondent took 10% of the basic cost of a three BHK villa bearing villa no. 3 having area of 2275 sq. ft. and garden area of 900 sq. ft. with floor ground +2 in the project Casa Braga situated at Assagao, North Goa, without first getting the said project registered with this Authority under the RERA Act, the respondent has violated the mandate of Section 3 of the RERA Act. The said violation has been committed inspite of the fact that later on the respondent obtained the registration certificate of the said project. The instant point is therefore answered in the affirmative.

Point no. 2

30. Pertaining to this point of determination, it is material to reproduce hereunder Section 12 of the RERA Act for ready reference:-

“12. Obligations of promoter regarding veracity of advertisement or prospectus.-Where any person makes an advance or a deposit on the basis of the information contained in the notice advertisement or prospectus, or on the basis of any model apartment, plot or building, as the case may be, and sustains any loss or damage by reason of any incorrect, false statement included therein, he shall be compensated by the promoter in the manner as provided under this Act:



Provided that if the person affected by such incorrect, false statement contained in the notice, advertisement or prospectus, or the model apartment, plot or building, as the case may be, intends to withdraw from the proposed project, he shall be returned his entire investment along with interest at such rate as may be prescribed and the compensation in the manner provided under this Act.”

31. It is the case of the complainant that the respondent has violated section 12 of the RERA Act since the complainant was forced to make booking amount/ advance amount on the basis of the false advertisement made by the respondent, even without availing required permissions and registrations under the RERA Act. Firstly, no advertisement is placed on record by the complainant in support of the aforesaid allegation, which allegation is denied by the respondent. Secondly, the correspondence on record clearly show that the complainant was aware at the time of booking of the said villa that the project Casa Braga in which the said villa was proposed to be constructed was not registered with this Authority under the RERA Act. The complainant therefore proceeded with the said booking inspite of having knowledge of non registration of the said project. In the legal notice dated 03.11.2021, the complainant states as follows:-

**“That at the time of booking the villa, since registration
of the said project under the provisions of Real Estate**



(Regulation and Development) Act, 2016 (“RERA Act”)
was pending, you agreed to our client that in case you are
unable to obtain the same before 31.10.2021, our client
has the option to withdraw from their booking without any
deduction by you and the entire booking amount of Rs.
29,47,490/- (Rupees Twenty Nine Lakhs Forty Seven
Thousand Four Hundred and Ninety only) shall be returned
to our client. This aspect is well evident from the letter dated
22.06.2021 submitted by our client along with the required
documents to you.” (emphasis supplied)

32. Even in the letter dated 22.06.2021 issued by the complainant to the respondent after booking the said villa on the same date, it is stated that, “it is pertinent to mention here that RERA registration is pending”.
33. From the aforesaid it is clear that at the time of booking of the said villa, the complainant knew that the same is not registered with this Authority under the RERA Act. Moreover, as stated above no advertisement is produced on record by the complainant to prove that the information contained therein was incorrect or false statement due to which the complainant sustained any loss or damage. Since the ingredients of Section 12 of the RERA Act are not proved, the instant point is answered in the negative.



Point no. 3

34. In respect of the instant point of determination, it is necessary to reproduce hereunder Section 13 of the RERA Act for ready reference:-

“13. No deposit or advance to be taken by promoter without first entering into agreement for sale.-

(1) A promoter shall not accept a sum more than ten per cent of the cost of the apartment, plot, or building as the case may be, as an advance payment or an application fee, from a person without first entering into a written agreement for sale with such person and register the said agreement for sale, under any law for the time being in force.

(2) The agreement for sale referred to in sub-section (1) shall be in such form as may be prescribed and shall specify the particulars of development of the project including the construction of building and apartments, along with specifications and internal development works and external development works, the dates and the manner by which payments towards the cost of the apartment, plot or building, as the case may be, are to be made by the allottees and the date on which the possession of the apartment, plot or building is to be handed over, the rates of interest payable by



the promoter to the allottee and the allottee to the promoter in case of default, and such other particulars, as may be prescribed.”

35. As per the aforesaid Section 13 of the RERA Act, before executing and registering the agreement for sale with the allottee, the promoter shall not accept **a sum more than 10% of the cost of the apartment, plot or building**, as the case may be, as an advance payment or an application fee. In the instant case, it is admitted by the complainant in the complaint as well as in other correspondence that the total cost of the said villa was ₹2,94,74,907/- (Rupees Two Crores Ninety Four Lakhs Seventy Four Thousand Nine Hundred and Seven only) and that the complainant paid 10% of the aforesaid cost of the villa i.e. ₹29,47,490/- (Rupees Twenty Nine Lakhs Forty Seven Thousand Four Hundred and Ninety only. Since, the respondent has taken only 10% of the cost of the said villa and not any sum more than 10% of the cost of the said villa, there is no violation of Section 13 of the RERA Act. The instant point is therefore answered in the negative.

Point no.4

36. As admitted by the complainant in the legal notice dated 03.11.2021, the complainant very well knew at the time of booking of the said villa in the project Casa Braga, that the same was not registered at the time of booking. In the said legal notice it is also clear that the only option which was agreed



between the parties was that in case the respondent could not obtain the registration before 31.10.2021, the complainant would have the option to withdraw from their booking and the entire booking amount of ₹29,47,490/- would be returned by the respondent to the complainant without any deduction from the said amount.

37. Further, in the letter dated 22.06.2021 (72/c) the complainant after booking the said villa in the project Casa Braga and paying ₹29,47,490/- as 10% of the total value of the villa and forwarding therewith the relevant documents, states as follows:-

“it is pertinent to mention here that RERA registration is pending and in case you are unable to obtain the same and intimate us before 31st October 2021, we shall have the option to withdraw from our booking without any deduction by you and our booking amount of Rs. 29,47,490/- shall be returned forthwith in case we wish to withdraw our booking.”

38. From the aforesaid it is clear that in case of non registration of the project Casa Braga before 31.10.2021, the complainant had reserved his right of only getting back his entire booking amount of ₹29,47,490/- without any deduction on the part of the respondent and the complainant never reserved any right over the constructed villa which got registration after the agreed date of 31.10.2021.



39. Moreover, there is no agreement of sale pertaining to the said villa between the parties hereto. On the other hand in the reply dated 08.11.2021 by the respondent to the legal notice dated 03.11.2021 of the complainant, the respondent has clearly stated in para 10 of the said reply as follows:-

“10. Therefore, based on the instructions of my client the following options are placed before you for communication to your client:

a Progress forward and complete the agreement for sale immediately upon receipt of the RERA registration, application for which is already made.

Or

b Receive entire refund without any deduction of the amount placed with my client as a confirmation of interest in the unit in the project.”

40. Further, after getting the registration of the said project Casa Braga, the respondent in the sur-rejoinder dated 26.11.2021 filed before this Authority states inter alia in para 4 therein as follows:-

“4.It is further stated that vide our reply dated 08.11.2021 at clause no. 10 two options were given in the best interests of both the parties which were not accepted by



your client, for that matter based on the instructions of my client, my client has proposed the following options:

a) My client will refund your client the entire amount of Rs. 29,47,490/- along with interest @ 12% from date of receipt of payment till date.

OR

b) My client is willing to execute an Agreement for Sale with your client.

5. Furthermore my client would like to hear from your client on his final decisions selecting one of the above two options within seven days from the receipt of this Notice”

41. However, the complainant did not come forward to execute the agreement for sale of the said villa and therefore the respondent refunded an amount of ₹ 31,07,787/- (Rupees Thirty One lakhs Seven Thousand Seven Hundred and Eighty Seven only) to the complainant on 20.01.2022 i.e. the entire booking amount of ₹29,47,490/- paid by the complainant along with interest of ₹1,59,897/- thereon. As rightly argued by the Ld. Advocate for the respondent, after the refund of the aforesaid amount by the respondent to the complainant, the respondent does not have any liability towards the complainant.
42. Because of the reasons stated above, the complainant is not entitled to restoration of the allotment of the said villa along with the interest on the



booking amount as prayed by him. The instant point is therefore answered in the negative.

43. In the premises aforesaid, I pass the following order:-

ORDER

The prayer of the complainant for restoration of the allotment of the said villa in the project Casa Braga and the ancillary relief prayed is rejected. However, for violation of Section 3 of the RERA Act, a lenient view is taken since later on the respondent obtained the registration of the said project and hence, the respondent is directed under Section 59 of the RERA Act to pay a penalty of ₹25,000/- (Rupees Twenty Five Thousand only) within a period of two months from the date of this order and file the compliance report within two months from the date of this order, failing which further legal action will be taken against the respondent as per the provisions of the RERA Act. The penalty if received from the respondent be forfeited to the Government.

Vijeta 17/1/2023
(Vijaya D. Pol)
Member, Goa RERA