



# 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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F.No.3/RERA/Complaint (38)/2018/280

Date: 22/11/2019

**Suresh Manikoth,**  
Prathana, 5/2585,  
Near Muthappan Kavu,  
Kerala, Kozhikode

.....

**Complainant**

V/s

**Provident Housing Ltd.,**  
No. 8, Ulsoor Road,  
Karnataka,  
Banagalore Urban

.....

**Respondents**

## Order

A complaint dated 4/10/2018 has been filed by the above mentioned complainant u/s 12 of the Real Estate (Regulation and Developments) Act 2016 before Goa Real Estate Regulatory Authority (hereinafter referred as Authority). It is pointed out in the complaint that with the intention to purchase an apartment of 350 Sq.ft. Carpet Area in the housing project 'Adora De Goa' of Respondent, Complainant gave EOI and also sent a cheque for Rs. One lakh and a post dated cheque of Rs. 2 Lakhs. The Respondent encashed the cheque and arranged an allotment meeting. During the course of meeting, Complainant was informed that apartment admeasuring 350 sq.ft. has been sold out and in place of that he was offered larger apartment of 2 BHK of 513 sq.ft. carpet area costing 47.44 lakhs plus GST. Complainant was told by Respondent/Builder that apartment was facing a park. He was asked to pay Rs.27000/- and altogether he paid Rs.1.27 lakhs.

2. Complainant visited site next day. He was told by Project Engineer that area marked as green with lawn in the Brochure is not a Park or an open area but it is earmarked for setting up of Diesel Generator and Transformer. On getting this information, he immediately telephoned the Relationship Manager of the Builder and was told again that area marked as per Brochure is Park only and not for

Generator or transformer. However, when he checked the detailed approved plan given by authorities, he found that area has been really ear marked for Generator and Transformer for the Project.

3. Notices were issued to both the parties i.e. Complainant and Respondent by Interim Authority. On 15/5/2019; both the parties were present before the Interim Authority. Respondent was directed to file the reply and case was adjourned to 29/6/2019 for final arguments. Hearing did not take place that day.

4. Now, fresh notices were issued to both the parties to appear before Authority on 19/11/2019. Complainant was represented through Advocate and Respondent was absent.

5. Ld. Advocate of Complainant submitted that Respondent misled the applicant by telling that apartment of Complainant was facing the Park. Hence, on 28/7/2018, he requested the builder by sending the Email to pay back Rs.1.27 lakhs as he was no more interested in taking an apartment facing Generator and Transformer. He sent several email to builder in this respect but till now did not get any refund.

6. I have carefully gone to the records and proceedings of the case. On 15/5/2019, builder was asked to file reply. But till date he did not file the same. He did not appear before Authority on 19/11/2019 though notices to this effect were sent to him. Hence, I feel Respondent has nothing to say in the matter and the case is proceeding accordingly.

7. As per Section 12 of the Act, if a person makes an advance or deposit on the basis of information given by the Builder and subsequently the person is misled, he is entitled for refund of his entire investment along with interest. Provision of Section 12 is transcribed below:-

***“12- Obligations of promoter regarding veracity of the 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.”*

8. Under the circumstance, I feel Complainant is entitled for refund with interest. Regarding rate of interest, provision is contained under Rule 18 of The Goa Real Estate (Regulation and Development) (Registration of Real Estate Agents, Rates of Interest and Disclosures on Website) Rules, 2017. As per this, the rate of interest payable by the promoter and the allottee shall be State Bank of India highest Marginal Cost of Lending Rate plus two percent. On enquiry with SBI, it is found that such lending rate of interest determined by SBI is 8% per Annum. Hence, allottee shall be entitled the interest rate of 10% per Annum.

9. Hence, Respondent is directed to refund the entire amount of Rs.1.27 lakhs along with 10% interest rate for the period between 28<sup>th</sup> July 2018 and 22<sup>nd</sup> November 2019 within fifteen days time. The entire amount to be remitter in the account of Complainant.

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

To,

- 1. Provident Housing Ltd.,**  
No. 8, Ulsoor Road, Karnataka,  
Banagalore –Urban, 560042.
  
- 2. Suresh Manikoth,**  
GM IT Infrastructure, SBI GITC,  
1<sup>st</sup> Floor, A Wing,  
Sector-11, CBD Belapur,  
Navi Mumbai-400614.