



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

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F.No.3/RERA/Complaint(304)/2022/ 929

Date: 01/12/2022

John Noronha,

H.No. 298, Villa Mercier, Mangor Hill,

Nr. Mohiddin Aspire, South Goa-403802.

.....Complainant

Versus

Provident Housing Limited,

Sy.No. 198/1, Zuarinagar, Chicalim,

South Goa-403710.

.....Respondent

ORDER

(Dated 01.12.2022)

This order disposes of the online complaint filed under Section 31 of the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as the 'RERA Act'), wherein the complainant has stated as follows:-

“True cost of Booked units concealed from complainant, promoter pushing for agreement registration only. Actual cost revealed only after getting “cost breakup” for HDFC Home Loan. Promoter not returning booked amount of three units after giving 2Wks time to credit in Bank”

The complainant has prayed for relief under section 12 of RERA Act. In the affidavit, the complainant has prayed for “complete return of amount paid to the promoters.”

2. The respondent, though duly served did not appear before this Authority to contest the instant complaint. Photocopies of the emails and attachments are placed on record by the complainant, who submitted that he has no original or notarized documents. Affidavit has been filed by the complainant, who argued the matter orally before this Authority.
3. After going through the entire records of the case, the point which comes for my determination along with the reasons and finding thereon is as follows:-

Point for determination	Finding
Whether the complainant has made out and established the ingredients of Section 12 of RERA Act?	In the negative.

REASONS

4. At the outset, it is necessary to reproduce hereunder, Section 12 of RERA Act:-

“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.”

5. Thus, the essential ingredients of Section 12 of RERA Act are:-

(i) Incorrect, false statement made by the promoter in any notice, advertisement or prospectus,

(ii) Incorrect, false statement made by the promoter in respect of any model apartment, plot or building,

(iii) Advance or deposit is made by any person on the basis of any incorrect, false statement in any notice, advertisement or prospectus or on the basis of any model apartment, plot or building,



(iv) That the person who makes an advance or deposit on the basis of such false, incorrect statement contained in the notice, advertisement or prospectus or on the basis of any model apartment, plot or building sustains any loss or damage by reason of such incorrect, false statement.

6. Hence, Section 12 provides that the promoter shall be responsible for compensating any person who has deposited money or paid any advance relying on the information contained in any notice, advertisement, prospectus or on the basis of any model apartment, plot or building of a project and has necessarily suffered loss or damage due to the incorrect or false statement contained in such documents.

7. The case as made out by the complainant in the complaint as well as in his affidavit does not come within the purview of Section 12 of RERA Act. In the affidavit, the complainant has mentioned that the booking for the three apartments was done based on the agreement value only as given by the respondent and that "no official cost breakup was given at the time of booking." It is stated therein that the cost breakup of the apartments showing the final price of the apartment inclusive of other charges and taxes was given to the complainant only when the complainant requested for the same to be given to HDFC for home loan. It is the case of the complainant that cost breakup should have been provided at the time of booking "for better understanding of the financial cost involved and whether it would be feasible to go ahead".



According to the complainant, the act of suppression of the final cost by the respondent at the time of booking of the flats and prompting the complainant to sign the agreement for sale after receiving ten percent of the agreement value is malafide and unethical on the part of the respondent.

8. From the complaint as well as from the affidavit of the complainant it is clear that it is the case of the complainant that though agreement value was disclosed by the respondent at the time of booking the flats, the actual cost of the flats was revealed to the complainant only on the request of the complainant who applied for home loan from HDFC bank. The details of the cost of the apartments are given by the respondent on 17.02.2022 along with GST, cost and expenses for provision for infrastructure-electricity and water, GST on water/electricity/STP and other infrastructure charges, advance maintenance charges, GST on advance maintenance charges, legal charges, GST on legal charges. The grievance of the complainant is only that the true costs of the booked units were not revealed by the respondent at the time of booking of the flats but the actual cost was revealed to the complainant only when the complainant requested for the same for getting home loan from HDFC bank. In an email dated 18.02.2022, the complainant has stated that "having closely considered the total cost and the way going forward, I have decided to cancel the 3 bookings done at Adora De Goa". The respondent in an email dated 03.02.2022 called upon the complainant to execute agreement for sale and pay



the outstanding dues otherwise the respondent would cancel the allotment of the unit by forfeiting the entire booking amount paid by the complainant, "as per the terms and conditions mentioned in the application form". The said terms and conditions mentioned in the application form are not before this Authority.

9. Thus, the case of the complainant that the actual cost of the apartments or the cost breakup information was not provided by the respondent at the time of booking of the flats does not fulfill the aforesaid ingredients of Section 12 of the RERA Act. There is no false or incorrect statement made by the respondent in any notice, advertisement or prospectus or in respect of any model apartment, plot or building and moreover it is not the case of the complainant that he suffered any loss or damage by reason of any incorrect, false statement included in any notice, advertisement or prospectus issued by the respondent.
10. In view of the aforesaid, the prayer of the complainant to direct the respondent to return the booking amount to the complainant along with interest is rejected, being outside the purview of section 12 of the RERA Act. The prayer of return of booking amount therefore, becomes a prayer for mere recovery of money outside the jurisdiction of RERA Act. The instant complaint is therefore dismissed.

vijaya 11/12/2022
(Vijaya D. Pol)
Member, Goa RERA