



## 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

www.rera.goa.gov.in

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F.No:3/RERA/complaint (116)/2020/435

Date: 31/08/2021

**Utpal Chaudhury,**  
406 Kamat Towers,  
EDC Complex  
Patto, Panaji-Goa, 403001.

.....

**Complainant**

*V/s*

**M/s Expat Projects and Development Pvt. Ltd.,**  
Expat Vida Uptown,  
Site office: Survey No.13/1C,  
Panelim Village, Kadamba Plateau  
New Panjim-Old Goa Highway,  
Next to The Gera School,  
Tiswadi Taluka, Goa, 403402.

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**Respondent**

### Order

This Order will dispose off the Complaint received online on 13.05.2020 against the project of Respondent. As per complainant, he approached Respondent / Builder for a Row House unit bearing No. R-095 with carpet area of 144.19 sq. Mts. An agreement for sale dated 19.12.2017 was executed between Complainant and Respondent. Before entering into this Agreement, initial booking payment was done by Complainant to Respondent and an amount of Rs. 10, 30,000/- (Rupees Ten Lakh Thirty Thousands Only) through two cheques dated 26.10.2017 was paid. A receipt bearing No. 1647 dated 26.10.2017 was issued to the Complainant by Respondent. The above amount was towards booking and the first installment in accordance with the schedule of payment stated in the said agreement. Subsequently, it was noticed by Complainant that no construction is being implemented by the Respondent at site and there was a delay in project, and hence the Complainant decided to withdraw the amount and terminate the Agreement. He sent various letters / email Communication to respondent to this effect. Since,

Respondents did not come forward to refund his payment after many reminders; the complainant has approached this forum for the same and accordingly filed the present complaint before this Authority.

2. On receipt of the complainant, a notice was issued to respondent with the direction to file the Reply. The Respondent filed the reply on 01.09.2020 which is in record. Again, opportunity of hearing was given to both the parties from time to time and finally the case was heard on 26.08.2021.
3. In reply, Respondent has contested the case mostly on technical grounds. It has been pointed out by Respondent that dispute is of civil nature and does not pertain to any contravention of the Real Estate (Regulation and Development) Act 2016. The said agreement is much prior to the project being registered with RERA and therefore does not come under the purview of RERA. It is printed out by the Respondent that complainant was very well aware about the status of construction. Also, the said agreement is not registered.
4. Though Agreement for sale was executed prior to RERA came in force, the project very well comes under the purview of RERA. As per section 3 of the Act, the project comes under ongoing project and is very well subject matter of Registration and hence the provision of the Act is very well applicable in this Act. Not to mention, the project is registered under RERA, and that itself shows that case comes within the purview of RERA. As far as status of the construction, the same is still on the way and far from completion. Now, Respondent has taken the plea that agreement is not registered. At this stage, it hardly matters, as it is a fact that complainant has paid the amount of Rs. 10,30,000/- (Rupees ten lakh thirty thousands only) and it is undisputed fact. Hence, objection raised by Respondent in reply are hereby over-ruled.
5. During the course of hearing, the Respondent stated that he does not deny to refund the principal amount to the complainant but only seeks some time. He stated that he is willing to pay the entire amount in ten equally installments as there is financial problem which is being faced by the Respondent. The Ld. Advocate for complainant forcefully pleaded the case for refund of amount alongwith interest. When it was pointed out to him that in his application only refund and principal amount is requested and no prayer has been made for payment of interest, he pleaded that




interest is applicable in this case as per provisions of the act and the same need to be paid.

6. I have heard the arguments of both the parties and gone through the facts and proceeding of the case. It is a fact beyond doubt that project is delayed very much and if complainant is seeking refund of his amount, he is very well entitled for it. Complainant paid Rs. 10,30,000/- (Rupees ten lakh thirty thousand only) way back in the year 2017 and made several letters to refund the amount. So, in my opinion he is entitled for refund. However, request for payment of interest cannot be considered at this stage as there is no prayer to this effect in the complaint. Again, request of the Respondent to grant the payment in ten installments cannot be considered as considerable time of around four years is already passed and complainant has been sufferer of that.

7. In view of above, Respondent is directed to make payment to the complainant the amount of Rs. 10,30,000/- (Rupees ten lakh thirty thousands) within 30 days after receipt of this order. In case of default, Respondent will be liable to pay the interest at the rate of 8% per annum from expiry of thirty days till the date of payment is made by Respondent or amount is recovered from Respondent in case of non-payment.

Order accordingly.

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

To,

1. **Utpal Chaudhury,**  
406 Kamat Towers,  
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2. **M/s Expat Projects and Development Pvt. Ltd.,**  
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