

An order dated 16/11/2022 was passed in **Karan Khatri V/s Uday Ghanshyam Naik (3/RERA/Complaint(292)/2021)**. Below is the operative part as mentioned in the order.

“The respondent is directed to give possession of the flat No. 301 on the third floor of A wing in the aforesaid project, G.N. Legacy-I situated in Ponda, North Goa to the complainant after obtaining occupancy certificate as per the terms of the Agreement for Sale executed on 23.03.2016 and registered on 04.04.2016, within eight months from the date of this order, as the Ld. Advocate for the respondent has submitted that the respondent will be able to complete the project and handover its possession to the complainant within eight months.

Further, the respondent is directed to pay 10.25% per annum interest for every month of delay to complainant on the aforesaid amount of ₹33,22,779/- (Rupees Thirty Three Lakhs Twenty Two Thousand Seven Hundred and Seventy Nine only) paid by complainant from the date of delivery of possession i.e. 23.09.2017 as mentioned in the agreement for sale with the complainant, till the handing over of the possession to complainant.

Under Section 61 of the said Act, if any promoter contravenes any other provisions of the said Act, other than that provided under Section 3 or Section 4, or the Rules or Regulations made thereunder, he shall be liable to a penalty which may extend upto five percent of the estimated cost of the real estate project as determined by the Authority. In the instant case, the promoter has not discharged his obligations, responsibilities and functions as per the agreement for sale and hence is liable to penalty under Section 61 of the said Act. Taking into consideration the facts and circumstances of the case, penalty of ₹50,000/- (Rupees Fifty Thousand only) will serve the ends of justice. Hence, the promoter/ the respondent is directed to pay the penalty of Rupees Fifty Thousand within a period of eight months from the date of this order. The said penalty amount, if realized by this Authority, be forfeited to the State Government. The respondent is directed to file compliance report of this order within eight months, failing which further legal action will be taken by this Authority under the said Act for execution of this order.”

Since the order was not complied matter was referred to Collector South Goa) for recovery . Penalty of Rs. 50,000/- has been paid by respondent however interest is pending for recovery. Further matter referred to Principal District Judge (North Goa) for not handing over possession..

An order dated 16/11/2022 was passed in **Pankaj Indradev Yadav alias Pankaj Kumar Yadav V/s Uday Ghanshyam Naik (3/RERA/Complaint(293)/2021)**. Below is the operative part as mentioned in the order.

“The respondent is directed to give possession of the flat No. A-103 on the first floor of A wing in the aforesaid project, G.N. Legacy-I situated in Ponda, North Goa to the complainant after obtaining occupancy certificate as per the terms of the Agreement for Sale executed on 22.03.2018 and registered on 17.04.2018, within eight months from the date of this order, as the Ld. Advocate for the respondent has submitted that the respondent will be able to complete the project and handover its possession to the complainant within eight months.

Further, the respondent is directed to pay 10.25% per annum interest for every month of delay to complainant on the aforesaid amount of ₹24,36,000/- (Rupees Twenty Four Lakhs Thirty Six Thousand only) paid by complainant from the date of delivery of possession i.e. 22.03.2019 as mentioned in the agreement for sale with the complainant, till the handing over of the possession to complainant.

Under Section 61 of the said Act, if any promoter contravenes any other provisions of the said Act, other than that provided under Section 3 or Section 4, or the Rules or Regulations made thereunder, he shall be liable to a penalty which may extend upto five percent of the estimated cost of the real estate project as determined by the Authority. In the instant case, the promoter has not discharged his obligations, responsibilities and functions as per the agreement for sale and hence is liable to penalty under Section 61 of the said Act. Taking into consideration the facts and circumstances of the case, penalty of ₹50,000/- (Rupees Fifty Thousand only) will serve the ends of justice. Hence, the promoter/ the respondent is directed to pay the penalty of Rupees Fifty Thousand within a period of eight months from the date of this order. The said penalty amount, if realized by this Authority, be forfeited to the State Government. The respondent is directed to file compliance report of this order within eight months, failing which further legal action will be taken by this Authority under the said Act for execution of this order.”

Since the order was not complied matter was referred to Collector South Goa) for recovery . Penalty of Rs. 50,000/- has been paid by respondent however interest is pending for recovery. Further matter referred to Principal District Judge (North Goa) for not handing over possession..

An order dated 16/11/2022 was passed in Bhiva Madso Gawas V/s Uday Ghanshyam Naik (3/RERA/Complaint(294)/2021). Below is the operative part as mentioned in the order.

“The respondent is directed to give possession of the flat No. C-304 in the aforesaid project, G.N. Legacy-I situated in Ponda, North Goa to the complainant after obtaining occupancy certificate as per the terms of the Agreement for Sale executed on 27.07.2017 and registered on 08.08.2017, within eight months from the date of this order, as the Ld. Advocate for the respondent has submitted that the respondent will be able to complete the project and handover its possession to the complainant within eight months.

Further, the respondent is directed to pay 10.25% per annum interest for every month of delay to complainant on the aforesaid amount of ₹18,88,915/- (Rupees Eighteen Lakhs Eighty Eight Thousand Nine Hundred and Fifteen only) paid by complainant from the date of delivery of possession i.e. 27.01.2019 as mentioned in the agreement for sale with the complainant, till the handing over of the possession to complainant.

Under Section 61 of the said Act, if any promoter contravenes any other provisions of the said Act, other than that provided under Section 3 or Section 4, or the Rules or Regulations made thereunder, he shall be liable to a penalty which may extend upto five percent of the estimated cost of the real estate project as determined by the Authority. In the instant case, the promoter has not discharged his obligations, responsibilities and functions as per the agreement for sale and hence is liable to penalty under Section 61 of the said Act. Taking into consideration the facts and circumstances of the case, penalty of ₹50,000/- (Rupees Fifty Thousand only) will serve the ends of justice. Hence, the promoter/ the respondent is directed to pay the penalty of Rupees Fifty Thousand within a period of eight months from the date of this order. The said penalty amount, if realized by this Authority, be forfeited to the State Government. The respondent is directed to file compliance report of this order within eight months, failing which further legal action will be taken by this Authority under the said Act for execution of this order.”

Since the order was not complied matter was referred to Collector South Goa) for recovery . Penalty of Rs. 50,000/- has been paid by respondent however interest is pending for recovery. Further matter referred to Principal District Judge (North Goa) for not handing over possession..

An order dated 16/11/2022 was passed in **Mahendra Singh KulriaV/s Uday Ghanshyam Naik (3/RERA/Complaint(295)/2021)**. Below is the operative part as mentioned in the order.

“The respondent is directed to give possession of the flat No. 002 in the B wing in the aforesaid project, G.N. Legacy-I situated in Ponda, North Goa to the complainant after obtaining occupancy certificate as per the terms of the Agreement for Sale dated 08.02.2018 and registered on 21.02.2018, within eight months from the date of this order, as the Ld. Advocate for the respondent has submitted that the respondent will be able to complete the project and handover its possession to the complainant within eight months.

Further, the respondent is directed to pay 10.25% per annum interest for every month of delay to complainant on the aforesaid amount of ₹28,40,000/- (Rupees Twenty Eight Lakhs and Forty Thousand only) paid by complainant from the date of delivery of possession i.e. 08.08.2019 as mentioned in the agreement for sale with the complainant, till the handing over of the possession to complainant.

Under Section 61 of the said Act, if any promoter contravenes any other provisions of the said Act, other than that provided under Section 3 or Section 4, or the Rules or Regulations made thereunder, he shall be liable to a penalty which may extend upto five percent of the estimated cost of the real estate project as determined by the Authority. In the instant case, the promoter has not discharged his obligations, responsibilities and functions as per the agreement for sale and hence is liable to penalty under Section 61 of the said Act. Taking into consideration the facts and circumstances of the case, penalty of ₹50,000/- (Rupees Fifty Thousand only) will serve the ends of justice. Hence, the promoter/ the respondent is directed to pay the penalty of Rupees Fifty Thousand within a period of eight months from the date of this order. The said penalty amount, if realized by this Authority, be forfeited to the State Government. The respondent is directed to file compliance report of this order within eight months, failing which further legal action will be taken by this Authority under the said Act for execution of this order.”

Since the order was not complied matter was referred to Collector South Goa) for recovery . Penalty of Rs. 50,000/- has been paid by respondent however interest is pending for recovery. Further matter referred to Principal District Judge (North Goa) for not handing over possession..

An order dated 16/11/2022 was passed in **Kuldeep Singh,V/s Uday Ghanshyam Naik (3/RERA/Complaint(297)/2021)**. Below is the operative part as mentioned in the order.

“The respondent is directed to give possession of the flat No. 002 in the A wing in the aforesaid project, G.N. Legacy-I situated in Ponda, North Goa to the complainant after obtaining occupancy certificate as per the terms of the Agreement for Sale dated 08.02.2018 and registered on 21.02.2018, within eight months from the date of this order, as the Ld. Advocate for the respondent has submitted that the respondent will be able to complete the project and handover its possession to the complainant within eight months.

Further, the respondent is directed to pay 10.25% per annum interest for every month of delay to complainant on the aforesaid amount of ₹28,40,000/- (Rupees Twenty Eight Lakhs and Forty Thousand only) paid by complainant from the date of delivery of possession i.e. 08.08.2019 as mentioned in the agreement for sale with the complainant, till the handing over of the possession to complainant.

Under Section 61 of the said Act, if any promoter contravenes any other provisions of the said Act, other than that provided under Section 3 or Section 4, or the Rules or Regulations made thereunder, he shall be liable to a penalty which may extend upto five percent of the estimated cost of the real estate project as determined by the Authority. In the instant case, the promoter has not discharged his obligations, responsibilities and functions as per the agreement for sale and hence is liable to penalty under Section 61 of the said Act. Taking into consideration the facts and circumstances of the case, penalty of ₹50,000/- (Rupees Fifty Thousand only) will serve the ends of justice. Hence, the promoter/ the respondent is directed to pay the penalty of Rupees Fifty Thousand within a period of eight months from the date of this order. The said penalty amount, if realized by this Authority, be forfeited to the State Government. The respondent is directed to file compliance report of this order within eight months, failing which further legal action will be taken by this Authority under the said Act for execution of this order.”

Since the order was not complied matter was referred to Collector South Goa) for recovery . Penalty of Rs. 50,000/- has been paid by respondent however interest is pending for recovery. Further matter referred to Principal District Judge (North Goa) for not handing over possession..

An order dated 16/11/2022 was passed in Anil Baburao Waigankar V/s Uday Ghanshyam Naik (3/RERA/Complaint(298)/2021). Below is the operative part as mentioned in the order.

“The respondent is directed to give possession of the flat No. 202 in the B wing of the aforesaid project, G.N. Legacy-I situated in Ponda, North Goa to the complainant after obtaining occupancy certificate as per the terms of the Agreement for Sale executed on 19.04.2016 and registered on 26.04.2016, within eight months from the date of this order, as the Ld. Advocate for the respondent has submitted that the respondent will be able to complete the project and handover its possession to the complainant within eight months.

Further, the respondent is directed to pay 10.25% per annum interest for every month of delay to complainant on the aforesaid amount of ₹36,72,638/- (Rupees Thirty Six Lakhs Seventy Two Thousand Six Hundred and Thirty Eight only) paid by complainant from the date of delivery of possession i.e. 19.10.2017 as mentioned in the agreement for sale with the complainant, till the handing over of the possession to complainant.

Under Section 61 of the said Act, if any promoter contravenes any other provisions of the said Act, other than that provided under Section 3 or Section 4, or the Rules or Regulations made thereunder, he shall be liable to a penalty which may extend upto five percent of the estimated cost of the real estate project as determined by the Authority. In the instant case, the promoter has not discharged his obligations, responsibilities and functions as per the agreement for sale and hence is liable to penalty under Section 61 of the said Act. Taking into consideration the facts and circumstances of the case, penalty of ₹50,000/- (Rupees Fifty Thousand only) will serve the ends of justice. Hence, the promoter/ the respondent is directed to pay the penalty of Rupees Fifty Thousand within a period of eight months from the date of this order. The said penalty amount, if realized by this Authority, be forfeited to the State Government. The respondent is directed to file compliance report of this order within eight months, failing which further legal action will be taken by this Authority under the said Act for execution of this order.”

Since the order was not complied matter was referred to Collector South Goa) for recovery . Penalty of Rs. 50,000/- has been paid by respondent however interest is pending for recovery. Further matter referred to Principal District Judge (North Goa) for not handing over possession.

An order dated 16/11/2022 was passed in **Madanant Vithoba Prbhu and Anr., V/s Uday Ghanshyam Naik (3/RERA/Complaint(299)/2021)**. Below is the operative part as mentioned in the order.

“The respondent is directed to give possession of the flat No. 003 in the aforesaid project, G.N. Legacy-I situated in Ponda, North Goa to the complainants after obtaining occupancy certificate as per the terms of the Agreement for Sale dated 16.10.2017 and registered on 25.10.2017, within eight months from the date of this order, as the Ld. Advocate for the respondent has submitted that the respondent will be able to complete the project and handover its possession to the complainant within eight months.

Further, the respondent is directed to pay 10.25% per annum interest for every month of delay to complainants on the aforesaid amount of ₹34,67,500/- (Rupees Thirty Four Lakhs Sixty Seven Thousand Five Hundred only) paid by complainants from the date of delivery of possession i.e. 16.04.2019 as mentioned in the agreement for sale with the complainants, till the handing over of the possession to complainants.

Under Section 61 of the said Act, if any promoter contravenes any other provisions of the said Act, other than that provided under Section 3 or Section 4, or the Rules or Regulations made thereunder, he shall be liable to a penalty which may extend upto five percent of the estimated cost of the real estate project as determined by the Authority. In the instant case, the promoter has not discharged his obligations, responsibilities and functions as per the agreement for sale and hence is liable to penalty under Section 61 of the said Act. Taking into consideration the facts and circumstances of the case, penalty of ₹50,000/- (Rupees Fifty Thousand only) will serve the ends of justice. Hence, the promoter/ the respondent is directed to pay the penalty of Rupees Fifty Thousand within a period of eight months from the date of this order. The said penalty amount, if realized by this Authority, be forfeited to the State Government. The respondent is directed to file compliance report of this order within eight months, failing which further legal action will be taken by this Authority under the said Act for execution of this order.”

Since the order was not complied matter was referred to Collector South Goa) for recovery . Penalty of Rs. 50,000/- has been paid by respondent however interest is pending for recovery. Further matter referred to Principal District Judge (North Goa) for not handing over possession..

An order dated 16/11/2022 was passed in Janvi Janardan Shirodkar and Anr., V/s Uday Ghanshyam Naik (3/RERA/Complaint(296)/2021). Below is the operative part as mentioned in the order.

“The respondent is directed to give possession of the flat no. C-004 in the aforesaid project, G.N. Legacy-I situated in Ponda, North Goa to the complainants after obtaining occupancy certificate as per the terms of the Agreement for Sale executed on 08.08.2017 and registered on 28.08.2017, within eight months from the date of this order, as the Ld. Advocate for the respondent has submitted that the respondent will be able to complete the project and handover its possession to the complainant within eight months. Further, the respondent is directed to pay 10.25% per annum interest for every month of delay to complainants on the aforesaid amount of ₹18,75,200/- (Rupees Eighteen Lakhs Seventy Five Thousand Two Hundred only) paid by complainants from the date of delivery of possession i.e. 08.02.2019 as mentioned in the agreement for sale with the complainants, till the handing over of the possession to complainants.

Under Section 61 of the said Act, if any promoter contravenes any other provisions of the said Act, other than that provided under Section 3 or Section 4, or the Rules or Regulations made thereunder, he shall be liable to a penalty which may extend upto five percent of the estimated cost of the real estate project as determined by the Authority. In the instant case, the promoter has not discharged his obligations, responsibilities and functions as per the agreement for sale and hence is liable to penalty under Section 61 of the said Act. Taking into consideration the facts and circumstances of the case, penalty of ₹50,000/- (Rupees Fifty Thousand only) will serve the ends of justice. Hence, the promoter/ the respondent is directed to pay the penalty of Rupees Fifty Thousand within a period of eight months from the date of this order. The said penalty amount, if realized by this Authority, be forfeited to the State Government. The respondent is directed to file compliance report of this order within eight months, failing which further legal action will be taken by this Authority under the said Act for execution of this order.”

Since the order was not complied matter was referred to Collector South Goa) for recovery . Penalty of Rs. 50,000/- has been paid by respondent however interest is pending for recovery. Further matter referred to Principal District Judge (North Goa) for not handing over possession..