

In complaint filed by the complainant Lalit Chaudhary Vs Ryago Homes Private Ltd in case number **3/RERA/Complaint(391)/2023** vide order dated 14/02/2025 has passed the following order:-

1. It is directed that the 'CERTIFICATE' dated 11.01.2021 issued by the Promoter Respondent and addressed to the Complainant Allottee also further notarized, shall be read as addendum to the Agreement For Sale dated 11.01.2021 and a specific clause in terms of the last para (operative para) of the said 'CERTIFICATE' would be added in the sale deed as and when it happens. 2. The respondent no. 1 is directed to pay Rs. 9,00,000/- (Rupees Nine Lakhs only) penalty under Section 59 of the Act for violation of Section 3(1) of the Act. The amount shall be deposited before the Authority within 30 days failing which necessary proceeding will be initiated against the respondent No. 1. 3. The communication dated 14.11.2023 terminating the Agreement For Sale dated 12.01.2021 issued by the Promoter; is hereby quashed and termination of Agreement For Sale dated 12.01.2021 is revoked restoring the status of the Complainant as allottee with all rights and obligations under the Act with immediate effect. 4. The Complainant allottee is directed to make the balance payment as above to the Promoter Respondent within a period of 04 weeks. Respondent Promoter is further directed to handover the possession of the subject property within two weeks from the date of making of balance payment by the Complainant allottee and also apply for registration of the sale deed with the concerned Sub-Registrar and further execute and register the sale deed in favour of the Complainant on the date fixed for the purpose by Sub-Registrar. Needless to add that the convenience of the Allottee be ascertained while applying to the Sub-Registrar so as to complete the process expeditiously. It is further clarified that in case of any delay beyond the time limit prescribed herein on the part

of any of the parties, the interest liability @ 11.10% for the delay period would be leviable upon the complainant for the balance of total basic cost as due and upon the respondent in respect of the total amount received. 5. It is directed that the Respondent shall pay to the Complainant within four weeks from the date of issue of the order or adjust the same against the balance of total basic cost as due, interest @ 11.10% (highest rate of MCLR as on 14.02.2014 i.e 9.10% + 2%) for the period from 28.07.2023 till 14.11.2023, the date till possibility of handing over of the possession was available; on the total payment of Rs. 1,21,70,950/- (One Crore Twenty one Lakhs Seventy Thousand Nine Hundred and Fifty Only) made by him to the Promoter till 28.07.2023. Similarly, the allottee would also be liable to pay along with balance amount of the total basic cost, the interest @ 11.10% for the period from 28.07.2023 till the completion of the project i.e 18.09.2023 on the installments/payments as due and for the respective durations for each amount and for the remaining period i.e from 18.09.2023 to 14.11.2023 on the balance of the total basic cost i.e Rs. 56,44,041/- if so claimed by the Promoter. 6. The registry is directed to issue notice to Promoter in respect of the violation of Section 14 of the Act keeping in view the observation made at para 64 above. A copy the said notice shall also be endorsed to the complainant herein. 7. The Respondent as well as the Complainant are directed to file compliance report of the order in the form of an affidavit within 60 days of this order, failing which further legal action will be initiated by the Authority under the RERA Act, for execution of the order.

Since the Respondent/Promoter ie. **Ryago Homes Pvt Ltd** has not complied with the order, the case has been referred to the Collector (North Goa) and Hon'ble Principal District Judge, North Goa for execution of above order.