



GOA REAL ESTATE REGULATORY AUTHORITY
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F.No:3/RERA/Complaint (484)/2025/690

Date:30/04/2026

Coram: Shri Vincent D'Silva, Hon'ble Member, Goa RERA.

Prakash Khadka,

H. No. 56/1/1 FF-2, Aura Legacy,
Near Panchayat, Churchward, Corlim,
Old Goa, Goa, 403110.

.....Complainant

Versus

Uday Ghanshyam Naik,

Proprietor of M/s G. N. Construction,

1. R/o B/1, 604, New Ashok Nagar,

Bapu Paranjape Marg,

Near Vazira Naka,

Borivili (W), Mumbai, 400092.

2. GNC Group 12 G Nirmal Nagar,

CHS Opp. IOC Petrol Pump,

Mira Bhayandar, Road Mira Road (E),

Thane, Maharashtra-401107.

3. G N Legacy I,

Survey no. 148/1F, Durgabhat,

Opp. Gurukul School,

Upper Bazaar, Ponda, Goa, 403401.

.....Respondent

Ld. Advocate Gaurang Panandiker along with Ld. Advocate Eesha Dukle for the complainant.

Ld. Advocate Vallabh D. Pangam for the respondent.

ORDER

(Delivered on this 30th day of the month of April, 2026)

This order shall dispose of the complaint filed under Section 31 of 'The Real Estate (Regulation and Development) Act, 2016'.

2. Briefly stated, the case of the complainant is as follows:-

The complainant was seeking a residential space and found the project of respondent to be suitable and hence approached the respondent for purchase of a flat in the said project. The respondent is the owner of the property bearing Survey no.148/1-F at Ponda where the project was being constructed by the respondent. The complainant entered into an Agreement for sale dated 23.3.2016 registered with Sub-Registrar of Ponda for the purchase of flat no. 102 admeasuring 104.14 sq. mtrs on the first floor of the building 'C' wing known as 'G.N.Legacy-I' with one parking slot, which is constructed in the said property by the respondent for a total consideration of ₹. 42,61,460/-

payable by the complainant to the respondent and the complainant paid a total amount of ₹. 35,86,016/- to the respondent out of the above consideration amount.

3. The respondent in terms of the said agreement was to hand over the subject flat to the complainant within a period of 18 months from the date of the said agreement, i.e, 18 months from 23.03.2016, as such, the complainant was to hand over subject flat on or before 23.09.2017, however, the complainant has grossly failed to comply with the said timeline as stated in the said agreement, in fact, even today, after a lapse of over 9 years from the said date, the subject flat which was due to be handed over to the complainant is not complete.

4. The respondent received payment towards the subject flat in a timely manner from the complainant in terms of the said agreement however; the respondent has failed to handover the subject flat to the complainant on the date stipulated in the said agreement. Hence, the respondent is liable to pay interest @18% per annum to the complainant on the amount of ₹.35,86,016/-, paid by the complainant to the respondent from 23.09.2017 till the date of actual handover of the subject flat.

5. The respondent registered the project in which the subject flat is located with the Goa RERA under the said Act and in terms of the registration dated 23.12.2019, the date for completion of the said project was 31.12.2019. Subsequently, the respondent revised the completion date to 31.12.2020 and further, the respondent revised the completion date to 31.12.2021 of the said project. The respondent has failed to adhere the completion dates stipulated in its registration with the Goa RERA.

6. The complainant has been consistently following up with the respondent as well as one Mr. Krishna G. Balgi, the Power of attorney holder of the respondent, as regards the progress in the construction, completion and hand over of the subject flat, a few months prior to the date of completion of the subject flat, i.e., 23.09.2017 and that even pursuant to the said date of 23.09.2017, the complainant has been regularly and periodically following up with the progress as regards the completion of the subject flat, however, there has been no progress as regards the completion of the subject flat for the past many months. The respondent till date has not handed over the subject flat to the complainant nor it is even near completion. The complainant is therefore entitled for the reliefs prayed.

7. The complainant has prayed for the following reliefs:

(a).Direct the Respondent herein to pay interest @18% p.a. on the amount of ₹.35,86,016/-, paid by the complainant to the respondent herein, from 23.09.2017 till the date of actual handover of the subject flat by the respondent herein;

(b).Direct the respondent herein to pay compensation of ₹.50,000/- towards expenses of the present proceedings;

(c).This Hon'ble Authority may be pleased to grant such other and further reliefs as this Hon'ble Authority may deem fit and proper.

8. The respondent filed a reply inter-alia contending that the complaint is not maintainable as the complainant has suppressed material facts, including the delays caused by 'Force Majeure' events, including the Covid-19 pandemic, due to which labour shortage, government restrictions, and delay in approvals from competent authorities occurred, all of which were beyond the control of the respondent. The project has been delayed due to justifiable and legally recognised reasons, including force majeure circumstances under Section 6 of the RERA Act, nationwide lockdowns and disruptions during the period 2020-2022 due to the Covid-19 pandemic, acute

labour shortages and rise in cost of materials impacting the pace of construction.

9. The complainant has also not paid last installment of ₹.6,75,444/- till date, although the flat is complete, except construction of the retaining wall on the side of the building. There is a delay in applying occupancy certificate due to continuous monsoon till the month of November 2026, which is pre-condition for obtaining the occupancy certificate. The Ponda Municipal Council has already granted part occupancy certificate for wing 'A' and 'B' of the said G.N legacy-I. The original tentative possession date was subject to extension due to unforeseen events, which are covered under the agreement and Section 6 of the RERA Act. The revised completion date under RERA registration as acknowledged by the complainant himself in Para 8, clearly demonstrates the revised timelines were lawful and duly declared.

10. The claim for interest @ 18% p.a. is baseless and unilateral, unless the delay is unjustified and without cause, which is not in the present case. The complainant is selectively interpreting the agreement. The complainant failed to note that Section 6 of the RERA Act permits extension in cases of Force Majeure events. The delay has

been well within the revised timelines. No violation of the Act has occurred. The construction was actively pursued despite economic slowdowns, materials inflation, and labour unavailability after Covid-19 pandemic.

11. The flat is in advanced stage of completion and efforts are underway to finish it. The delay has caused in handling over the possession of the said flat due to the impact of the pandemic and third-party dependencies. The complainant has other efficacious remedies available including amicable resolution; however the complainant has chosen to invoke the provisions of RERA. The complainant is not entitled to any compensation or interest as claimed as the respondent is willing to hand over the said flat, upon completion to the earliest possible date.

12. Arguments heard.

13. The points which come for my determination along with the findings and reasons thereon are as follows:

Sr. No.	Points for determination	Findings
1.	Whether the complainant is entitled for possession of the	In the affirmative.

	subject flat in the aforesaid project?	
2.	Whether the complainant is entitled for statutory interest on delayed possession of the said flat?	In the affirmative.
3.	What reliefs, what order	As per final order.

REASONS

Point No. 1 and 2

14. Ld. Adv. Ms. Eesha Dukle for the complainant has submitted that the complainant had entered into agreement for purchase of Flat No. 102, admeasuring 104.14 sq. mts. on the first floor of 'C' wing with one parking slot dated 23.03.2016 for total consideration of ₹.42,61,460/- out of which, the complainant paid an amount of ₹. 35,86,016/- to the respondent and the respondent was to handover the said flat to the complainant in term of the said agreement on or before 23.09.2017. However, even today after the lapse of over 09 years from the date of assured date of possession, the said flat is not complete in term of the said agreement nor the possession of the said flat has been handed over to the complainant.

15. Per contra, Ld. Adv. Shri V. D. Pangam for the respondent has submitted that the delay for completion of the project

was caused by 'force majeure' events, including the Covid-19 pandemic, which was beyond the control of the respondent, covered under the agreement and Section 6 of the RERA Act, which permits extension, in case of 'Force Majeure' events. He further submitted that the Ponda Municipal Council has already granted part occupancy for the wing 'A' and 'B' and work of wing 'C' is 90% complete and the construction was actively pursued despite economic slowdowns, government restrictions and labour unavailability after Covid-19 pandemic and therefore, the complaint may be dismissed.

16. On assembling the facts of the case, the point for determination is whether the complainant is entitled for possession of the said flat in terms of agreement or whether the respondent was prevented in delivering the said flat due to unforeseen events including the Covid-19 Pandemic.

17. The complainant has paid an amount of ₹.35,86,016/- (Rupees Thirty five Lakhs, Eighty Six Thousand and Sixteen only) to the respondent, out of total consideration amount of ₹.42,61,460/- (Rupees Forty-Two lakhs, Sixty-One thousand, Four hundred and Sixty only). The Agreement for sale entered between the parties mentions the date for possession to be given to the complainant as on

or before 23.09.2017, however, till date the project namely Wing 'C', of the building in which the said flat of the complainant is situated is not complete as clearly admitted by the respondent nor completion certificate has been obtained by the respondent, qua the said wing of the project.

18. The narrative of the respondent that the project in which the subject flat is located was registered with the Goa RERA with the date for completion of the said project on 31.12.2019 and subsequently, the respondent revised the completion dates of the said project to 31.12.2020 and 31.12.2021 respectively and therefore, the original tentative possession date was subject to unforeseen events, which are covered under the Agreement and Section 6 of the RERA Act, which permits extension and that the delay has been well within the revised timelines, cannot be endorsed as the date of possession of the flat to be delivered to the complainant as per the agreement was on or before 23.09.2017, much prior to the Covid period as per the Circular of RERA dated 04.04.2020.

19. In any event, the extension of RERA registration of a project does not automatically mean that the due date for the completion as per the signed agreement also gets extended. The respondent cannot

take shelter including non availability of men and material or approvals to be valid grounds for denying the delay period interest to the allottee and to buttress the above controversy, one can safely rely on the Judgment of the Hon'ble Karnataka Real Estate Appellate Tribunal, in the case between *Relationship Properties Pvt. Ltd Vs Veena Ravishankar and Anr, (2025) ibclaw.in 546 REAT.*

20. Moreover, the project relating to Wing 'C' where the said flat is situated is yet to be completed, even today, as admitted by the respondent themselves. The submissions of the Ld. Adv. Shri V. D. Pangam for the respondent that the flat is complete except construction of the retaining wall on the side of the building, which has caused delay in applying occupancy certificate due to continuous monsoon and that the flat is at advanced stage of completion and efforts are underway to finish it, is self defeating and contradictory, which in other words, would mean that till date the construction is incomplete and deficient.

21. It is thus evident that the respondent has failed in their obligations, responsibility and functions under the provisions of the Act to complete the project including the Wing 'C' of the building in term of said agreement and hand over the possession of the said flat to

the complainant after obtaining completion certificate as well as occupancy certificate from the Competent Authority and execute a registered conveyance deed and on account of the failure on the part of the respondent to complete the project and deliver the said flat to the complainant before 23rd September, 2017, the complainant is entitled for seeking reliefs as prayed for along with delayed interest in terms of law.

22. In the case of *M/s Newtech Promoters and Developers Pvt. Ltd. vs. State of UP and Others, 2021 SCC, Online 1044*, the Hon'ble Supreme Court has clarified that "if the promoter fails to give possession of the apartments, plot or building within the time stipulated under the terms of the agreement, then allottee's right under the Act to seek refund/claim/interest for delay is unconditional and absolute, regardless of unforeseen events or stay orders of the Court/Tribunal". The relevant abstract is reproduced below for ready reference:

"25. The unqualified right of the allottee to seek refund referred to under Section 18(1)(a) and Section 19(4) of the Act is not dependent on any contingencies or stipulations thereof. It appears that the legislature has consciously provided this right of refund on demand as an unconditional

absolute right to the allottee, if the Promoter fails to give possession of the apartment, plot or building within the time stipulated under the terms of the agreement regardless of unforeseen events or stay orders of the Court/Tribunal, which is in either way not attributable to the allottee/ home buyer, the Promoter is under an obligation to refund the amount on demand with interest at the rate prescribed by the State Government including compensation in the manner provided under the Act with the proviso that if the allottee does not wish to withdraw from the project, he shall be entitled for interest for the period of delay till handing over possession at the rate prescribed.

23. Rule 18 of The Goa Real Estate (Regulation and Development) (Registration of Real Estate projects, Registration of Real Estate agents, Rates of Interest and Disclosures on websites) Rules, 2017 states as follows:

“18. Rate of interest payable by the promoter and the allottee.—The rate of interest payable by the promoter and the allottee shall be the State Bank of India highest Marginal Cost of Lending Rate plus two percent, provided that in case the State Bank of India Marginal Cost of Lending Rate is not in use, it would be replaced by such benchmark lending rates, which

the State Bank of India may fix from time to time for lending to the general public.”

24. Needless to mention, the complainant has paid an amount of ₹.35,86,016/- (Rupees Thirty Five Lakhs, Eighty Six Thousand and Sixteen only) to the respondent, out of total consideration amount of ₹.42,61,460/- (Rupees Forty-Two lakhs, Sixty-One Thousand, Four Hundred and Sixty only). as per the agreement, with outstanding amount of ₹.6,75,444/-(Rupees Six Lakhs, Seventy-Five thousand, Four hundred and Forty Four only) payable by the complainant to the respondent, at the time of delivery of possession of the subject flat, which the complainant is required to pay to the respondent at the time execution of the registered sale deed. It is thus the grounds as stated by the respondent for delay in delivering of possession, will not come to their rescue from legal liabilities and corresponding legal rights accrued to the complainant under the RERA Act.

25. It is therefore having regard to the fact that the respondent, being the promoter, has failed to adhere to their contractual and statutory obligations, is duty bound to execute the sale deed in terms of Section 17 and pay interest @ 10.80% (i.e. 8.80% plus 2%) to the complainant for every month of delay, on the sum of ₹. 35,86,016/-

(Rupees Thirty Five Lakhs, Eighty Six Thousand and Sixteen only) from 23rd September, 2017 till handing over of valid and legal possession of the said flat and execution of sale deed in favour of the complainant in terms the Agreement for sale dated 23.3.2016 under Section 18, read with Rule 18 of the Goa Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on Website) Rules, 2017 as the respondent has failed to complete and was unable to give possession of the said flat, in accordance with the terms and conditions of the said agreement entered by the parties. Hence, the above points are answered in the affirmative.

Point no. 3

26. The respondent has noticeably violated the provisions of Section 17 and Section 18 of the RERA Act in not executing a registered sale deed in favour of the complainant and handing over legal and physical possession of the flat no. 102, admeasuring 104.14 sq. mtrs on the first floor of the building 'C' Wing known as 'G.N.Legacy-I' with one parking slot, in accordance with the terms of the Agreement for sale dated 23.3.2016 registered with Sub-Registrar of Ponda and therefore, the respondent is liable to pay an amount of

₹5,00,000/- (Rupees Five Lakhs only) as penalty under Section 61 of the Act for violation of Section 17 and Section 18 of the RERA Act.

27. The complainant is also entitled for costs for prosecuting the matter since 09.06.2025 before the Authority and from the year 2016 when the respondent promised to complete the project and deliver the said flat to the complainant on or before 23rd September, 2017, which they failed to do. Moreover, the complainant has invested his hard-earned money in the project, only to be denied completion of the premises in time, handing over possession and execution of the sale deed. It is therefore a reasonable costs of ₹.2,00,000/- (Rupees Two Lakhs only) can be safely awarded to the complainant, for prosecuting a case against the respondent, for contravening and ignoring the clear provisions of Section 17 and Section 18 of the RERA Act, which amount shall be borne by the respondent. Hence, the above point is answered accordingly.

28. Pursuant to above discussion, I pass the following:

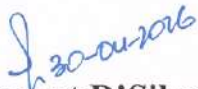
ORDER

- i. The respondent is directed to execute a sale deed in favour of the complainant, along with the proportionate share in the land corresponding to the area of the flat No 102, admeasuring

corresponding to the area of the flat No 102, admeasuring 104.14 sq. mtrs on the first floor of the building 'C' Wing known as 'G. N. Legacy-I' with one parking lot, as per the Agreement for sale dated 23.03.2016, subject to payment of outstanding amount of ₹.6,75,444/-(Rupees Six Lakhs, Seventy-Five Thousand, Four Hundred and Forty Four only) to the respondent, in terms of Section 17 of the RERA Act, within 60 days from today.

- ii. The respondent is also directed to pay interest @ 10.80% to the complainant for every month of delay, on the sum of ₹. 35,86,016/- (Rupees Thirty Five Lakhs, Eighty Six Thousand and Sixteen only) from 23rd September, 2017 till handing over of valid and legal possession of the said flat and execution of sale deed in favour of the complainant, in terms the Agreement for sale dated 23.03.2016.
- iii. The respondent is directed to pay costs of ₹2,00,000/-(Rupees Two Lakhs only) to the complainant, within 60 days of the order, failing which it will carry interest in terms of law, till effective payment.

- iv. The respondent is directed to pay ₹5, 00,000/- (Rupees Five Lakhs only) as penalty under Section 61 of the Act for violation of Section 17 and Section 18 of the RERA Act. The amount shall be deposited into the bank account of the Authority, within 60 days, failing which necessary proceedings will be initiated against the respondent.
- v. The respondent is directed to file compliance report of the order in the form of an affidavit within sixty days of this order, failing which further legal action will be initiated by the Authority under the RERA Act for execution of the order.


(Vincent D'Silva)
Member, Goa RERA

Panaji, Goa.
Dated: 30.04.2026.