GOA REAL ESTATEREGULATORY AUTHORITY
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FNo: 3/RERA/New Proj(1536)/2025/ 1578 Date: 23 /10/2026

To,
Mannat Infra Developers And Contractors
Proprietor Mr Abdul Gafoor,
First Floor, Office No. 115,
Geras Imperium 2,
EDC Complex, Patto Plaza,
Panjim, 403001

ORDER

(Dated: 23.10.2026)

1. Whereas, Mannat Infra Developers and Contractors Proprietor Mr. Abdul Gafoor (hereinafter referred to as the promoter), had applied for registration of the project 'Mannat Platinum' under Section 3 of the Real Estate (Regulation and Development) Act, 2016 read with the Goa Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates on interest and Disclosures on website) Rules 2017 vide an application submitted through online portal dated 21/04/2025 respectively.

2. And whereas, during the scrutiny several deficiencies & anomalies were observed in the documents submitted, and thereafter, the promoter was directed to submit necessary documents. Accordingly, inquiry/email were raised on 13/05/2025, 28/07/205 and 07/11/2025.

3. And whereas, a Show Cause Notice dated 07/12/2025 was issued to you to comply the observations and to furnish the information /clarification/documents on following;

a. Form D of PTS 131 of Chalta no. 4,5,6,7,8,9,10,11 & 12 are in the name of primary teachers cooperative housing society as possession, where in right to property is not clear/conclusive.

b. Agreement for Development & sale is not registered with sub registrar office and same is signed by Chairman, Secretary, treasurer and other members when there are 15 members as per said Agreement at Pg. 9. So also, resolution of Primary teachers Co-op. housing society is not forwarded on record to empower authorised members of managing committee to sign Agreement for Development & sale and same is not mentioned in opinion of Title dt. 21/06/2025.

c. Submit updated Affidavit (Form II) as opinion of title is of dt.21/06/2025.

4. And Whereas, vide a Reply letter dated 06/02/2026 the promoter submitted that:-

a. The right, title and interest in the project land is clear, valid and subsisting, established through a registered Deed of Sale dated 22/02/1971, which has been duly annexed with the application. The mere reflection of the name Primary Teachers Co-operative Housing Society Limited in the "other remarks" column does not dilute or cloud the title in any manner whatsoever. It is pertinent to note that as per the established practice followed by the Revenue Authorities in the State of Goa, in Form 'D', the name of the holder is initially reflected at the bottom portion or in the 'other remarks' column. Upon submission of a specific application and completion of the prescribed procedural formalities, the name is thereafter reflected under the column 'Holders in the origin of title'. Hence, the appearance of the name of Primary

Teachers Co-operative Housing Society Limited in the remark's column is purely procedural and does not affect the clear and marketable title established through the registered Deed of Sale dated 22/02/1971.

b. The registered Deed of Sale, being a document of title under law, conclusively establishes ownership and no contrary document, litigation or encumbrance exists affecting the land.

c. In compliance with Section 4(2)(l)(A) of the Act, a clear and marketable title has been demonstrated, and therefore, the allegation of deficiency on this count is unfounded and unsustainable.

d. that the Agreement for Re-development has not been registered, as the same does not fall within the categories of documents compulsorily registrable under Section 17 of the Indian Registration Act, 1908. The said agreement does not create, declare, assign, limit or extinguish any right, title or interest in immovable property, nor does it transfer possession. Hence, registration is not mandatory under law.

e. In addition to the Agreement, the competent committee has duly passed a Resolution approving the redevelopment, a copy of which has been annexed, thereby evidencing valid authorization and consent.

f. that non-registration of the said Agreement cannot be construed as a statutory deficiency, nor can it attract adverse action under the Act. The Promoter pertinently, places reliance on the matter WP No. 3101/24/(F) titled Edcon Real Developers through its Partners v. Goa Real Estate Regulatory Authority. In the said proceedings, the Secretary of this Hon'ble Authority, by way of an Affidavit dated 27/03/2025, categorically clarified that the Circular dated 04/10/2022 issued by this Authority applies only to agreements that fall within the purview of Section 17 of the Indian Registration Act, 1908.

g. The Hon'ble Court, by order dated 02/04/2025, recorded the said clarification, thereby settling the legal position that registration of

agreements not covered under Section 17 is not mandatory for RERA registration purposes.

h. That the Agreement for Re-development squarely falls outside the ambit of compulsory registration, and therefore, the requirement insisted upon does not arise.

i. Section 5(1)(b) of the Act contemplates action only in cases of false information, misrepresentation, suppression of material facts, or non-compliance with statutory provisions.

j. That in the present case:

   i. All material documents have been disclosed;

   ii. Title to the land is clear and proven;

   iii. Legal position regarding registration is well settled;

   iv. No statutory provision has been violated.

   Hence, the essential pre-conditions for invoking Section 5(1)(b) do not exist, and continuation of proceedings would be contrary to law and settled jurisprudence.

5. Whereas, Vide email dated 10/04/2026, it was informed by the promoter that Mannat infra has already initiated the process of registering the redevelopment agreement and correction of mutation records. Since then period of more than 150 days has elapsed and the promoter has failed to furnish the aforesaid information/clarification/documents.

6. And Whereas, a Notice dated 30/09/2026 for hearing under Section 5(1)(b) RERA Act was issued and a hearing was scheduled on 15/10/2026. On 15/10/2026 Adv Vedant Pawar remained present for the promoter and undertook to file requisite documents.

7. And Whereas, on 16/10/2026 during the course of hearing Adv Vedant Pawar, appearing for the applicant/promoter filed letter of Authority and intimated that since the compliance of various depending requirements would take some more time which cannot be committed at this stage he would be filing an application for withdrawal of project within two days.

8. And Whereas, on 19/10/2026, the advocate for applicant promoter filed and an application for withdrawal of registration of project so as to ensure proper compliance with registration requirement and file a fresh application thereafter alongwith all the necessary documents and information as required.

9. In view of the above, the promoter/applicant is accordingly permitted to withdraw application for registration "Mannat Platinum" and further granted liberty to file fresh application for registration of said project with requisite documents and after depositing the requisite fees.

Virendra Kumar
Member, Goa RERA

Vincent D'Silva
Member, Goa RERA

Dharmendra Sharma
Chairperson, Goa RERA