



GOA REAL ESTATE REGULATORY AUTHORITY
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F.No:3/RERA/Complaint (490)/2025/1407

Date: 2/09/2026

(Coram: Shri Vincent D'Silva, Hon'ble Member-Goa RERA)

Reliserve Enterprises Private Limited,

Authorized signatory

Rohan Suhas Ghotage

103 104 Mathura Nandanvan Complex,

Tonca, Caranzalem, Goa-403002.

.....Complainant

Versus

Gera Developments Private Limited,

Authorized signatory

Rohit GERA

1st Floor, Geras Imperium Grand,

EDC Patto Plaza, Goa, 403001.

.....Respondent

Ld. Advocate Clayton Fonseca along with Ld. Advocate Osvila Fernandes for the complainant.

Ld. Advocate Parag S. Rao for the respondent.

ORDER

(Delivered on this 21st day of the month of September, 2026)

This is a 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:-

That the complainant and the respondent entered into an Agreement for Sale dated 26.02.2018 registered with the Sub-

Registrar of Ilhas on 26.02.2018. Vide the said agreement, the complainant agreed to purchase a commercial unit bearing no. 720 situated on the 7th floor admeasuring an area of approximately 130.10 sq. mts depicted in the plan attached to the said deed. The said unit no. 720 is a commercial unit developed by the respondent in a commercial complex, situated at Patto Plaza, Village Morombi-o-Piqueno, Tiswadi Taluka, Goa.

3. Parsvanath Developers Ltd. acquired the plots from the Economic Development Corporation of Goa Ltd. on Leasehold basis in perpetuity for the purpose of constructing a commercial complex as per the condition of lease deed dated 26.02.2008. By Deed of Transfer dated 29.10.2013, Parsvanath Developers Ltd. transferred all their Leasehold Rights to the said plots, unto Gera Developments Pvt. Ltd. the respondent, which deed is consented to by the Economic Development Corporation of Goa Ltd. and is duly registered dated 29.10.2013 in the office of the Sub-Registrar Ilhas at Panaji.

4. Upon obtaining necessary technical clearance and licenses, the respondent floated a scheme for development of a commercial complex identified as "Gera's Imperium Grand". The complainant accordingly being in need for a commercial space for office use

accordingly entered into the Agreement for Sale dated 26.02.2018 for purchase of the unit bearing no. 720. The complainant thereafter was issued a letter of possession dated 08.03.2018 and as such has been in continuance, peaceful, uninterrupted possession, occupation and enjoyment of the said commercial unit. The complainant purchased the said unit for a total sale consideration of ₹. 1,28,72,714/- (Rupees One Crore Twenty Eight Lakhs Seventy Two Thousand Seven Hundred and Fourteen only).

5. The complainant has been pursuing the respondent for executing a deed of sale in respect of the said commercial unit, however, the respondent has till date failed to do so alleging rejection of the draft sale deed by the landowner, the Economic Development Corporation Ltd. The respondent has failed to resolve the issue with the EDC and accordingly has failed to transfer/convey a clear and marketable title/ownership of the said commercial unit no. 720 to the complainant. In view of the failure of the respondent in addressing the request of the complainant for perfecting the title of the complainant by executing and registering a deed of sale, the complainant has been unable to avail any financial services or loans from any financial

institution for the purpose of growing and advancing the business activities of the complainant.

6. The complainant is also unable to obtain a title report in respect of the said commercial unit and therefore the complainant is incurring heavy losses. The complainant would further be impeded from alienating the said commercial unit in view of there being no title/deed of sale from the respondent in favour of the complainant. The respondent has exploited the situation as despite having received the entire sale consideration from the complainant towards the purchase of the said commercial unit, the respondent has deliberately failed to convey the title thereof in favour of the complainant by executing and registering a deed of sale towards the said unit. The complainant has failed to resolve the grievances of the complainant and has failed to convey the title by executing a registered deed of sale. The complainant is entitled for the reliefs prayed.

7. The complainant has sought for the following reliefs:

(a). For an order directing the respondent to execute a Deed a sale expeditiously in favour of the complainant with necessary consent as required from the Land Owner-EDC.

(b). For an order directing the respondent to pay damages including towards mental harassment and agony a sum of ₹. 10,00,000/- in view of the failure of the respondent in conveying the title of the said commercial unit to the complainant and in view of the financial hardship faced by the complainant.

(c). For an order directing respondent to pay cost of litigation amounting to ₹.50,000/-.

(d). Any other order this Hon'ble Authority may deem proper in the interest of justice.

8. The respondent filed a reply inter-alia contending that the present complaint is bad for non-joinder of Economic Development Corporation (EDC), which is a necessary party as EDC is the owner of the plot and without EDC's intervention, the leasehold rights cannot be transferred in favour of the complainant. The GERA's Imperium Grand Premises Holders Maintenance Co-Op Society Limited will have to be made a necessary party as there are two Writ Petitions, No. 243 of 2025 and Writ Petition No. 801 of 2024 pending in the Hon'ble High Court for transfer of Leasehold rights from landowner, EDC to Grand Premises Holders Maintenance Co-Op.

Society Limited and challenging the Ground rent payable at rate of 1% of Lease Premium and without permission of the said society/association, there cannot be an execution of Sale Deed in favour of complainant. The complainant has suppressed relevant facts and materials from the Hon'ble Authority and therefore, is not entitled for any reliefs in the matter.

9. The complainant has been in possession of the said unit since the year 2018. The complainant had in fact, categorically informed the respondent that it does not want a sale deed to be executed as was discussed earlier by way of email dated 17.10.2024 and had requested for deed of Assignment of Rights-cum-transfer-cum Sale as signed in respect of another unit-008 and had shared the draft also. This was agreed to by the respondent and further information was sought from the complainant by the respondent via an email of 17.10.2024 and acting on this email, the complainant submitted information as sought by the respondent for execution of a Deed of Assignment of Rights.

10. The project 'Gera's Imperium Grand' was completed and a completion certificate dated 23.10.2017 was issued. Thereafter occupancy certificate based on completion certificate has been issued on 29.11.2017. The property as stated in the complaint as well as in

the Agreement for Sale is not a freehold property but the plots belong to the EDC. The association/society of the complainant has already been formed and therefore any transfer of leasehold rights would necessarily have to be made only in favour of the society/association. There is litigation pending before the Hon'ble High Court in respect of transfer of leasehold rights and the liability of the association to pay the ground rent which the respondent has been paying and has paid up to the year 2021-2022. The EDC has been demanding the ground rent and the society/association has been contending that unless the leasehold rights are transferred, it will not pay the ground rent.

11. The EDC has also declined to issue any NOC for transfer of units unless the ground rent is cleared. This issue is required to be resolved in order to balance the rights of the parties. In fact, the respondent has not only filed a Writ petition No. 243/2025 for transferring the leasehold rights to the society/association but has also filed a Writ Petition No. 801 of 2024 for reducing the ground rent payable to the EDC. The matters before the Hon'ble High Court would have a direct bearing on the issues raised in the present matter in as much as the respondent is ready and willing to transfer the leasehold rights in favour of the association and therefore any

direction by the Hon'ble Authority to transfer leasehold rights individually in favour of the complainant would impair and affect the Writ Petitions pending before the Hon'ble High Court.

12. The society has been taking a stand that they will not pay the ground rent unless the leasehold rights are transferred in their favour. The respondent has completed the project and has even exited the project. However, on account of the stand taken by the society/association, the transfer of leasehold rights is being held up. The respondent does not gain anything by delaying the transfer of the unit along with leasehold rights in as much as the respondent has given possession of the unit in the year 2018 itself and has completed the project and has even obtained occupancy certificate on 29.11.2017. The Agreement for sale itself provides that EDC would have to give the NOC for transfer of leasehold rights in favour of the association. This association being already formed, the complainant would lack the locus to insist for transfer of leasehold rights in favour of the complainant.

13. It is a matter of record that during the course of proceedings, the Authority noticed from the record that the project "Gera's Imperium Grand" is not registered by the promoter/respondent with Goa RERA

under Section 3 of Real Estate(Regulation and Development) Act, 2016 and the respondent was suo moto directed to show cause as to why action should not be initiated against the respondent/promoter for violating Section 3 r/w Section 59 of the Real Estate(Regulation and Development) Act, 2016. The respondent filed a reply inter-alia contending that the complaint is not maintainable since the very applicability of RERA to the project is disputed and that the Show Cause notice may be discharged as the project was not liable to be registered under the RERA.

14. Arguments heard. Notes of written arguments came to be filed by the parties.

15. 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 respondent proves that complaint is not maintainable and that project was not liable to be registered under RERA?	In the negative.
2.	Whether the complainant is entitled to direct the respondent to execute a deed of sale in favour of the complainant with necessary consent from EDC?	Deed of conveyance u/s 17 of the Act.

3.	Whether the complainant is entitled for damages of Rupees ten lakhs including mental harassment and agony for failure of respondent in conveying title in favour of the complainant?	In the negative.
4.	What reliefs, what order?	As per final order

REASONS

Point No. 1

16. Ld. Adv. Shri Parag S. Rao for the respondent has submitted that the two twin conditions to be satisfied for a project to be registered are that firstly, it should be, an ongoing project on the date of commencement of the Act, and it should not have been given a completion certificate. He submitted that the RERA Act was enacted in year 2016 and it came into force on 26.03.2016 in terms of Gazette Notification, however the Authority was neither constituted nor the rules were framed when the RERA Act came into force. The Goa Real Estate (Regulation and Development) (Regulatory Authority Form of Annual Statement of Accounts and Annual Report) Rules, 2017 were notified only on 24.11.2017 and Interim Regulatory Authority was established thereafter and the Interim Regulatory Authority by Order No. 11-35-2017-DMA on 23.02.2018 prescribed 23.03.2018 as the last date for filing applications for ongoing Real Estate projects.

Hence, for all practical purposes, the provisions of the RERA Act in respect of ongoing projects were implemented with effect from 23.03.2018. This Hon'ble Authority has taken cognizance of these facts in case no. 3/RERA/Complaint (48)/2019/678 between Shri Anirudh K. Agrawal v/s M/s Ashvem Spa and Resorts Pvt. Ltd. & Anr.

17. The above issue as regards to registration of the project "GERA's Imperium Grand" was raised by the Authority Suo Moto on noticing from the record that the project "Gera's Imperium Grand" is not registered by the promoter/respondent with Goa RERA under Section 3 of Real Estate (Regulation and Development) Act, 2016. Show cause notice was issued and the respondent has filed a reply to it claiming that the complaint is not maintainable and that project was not liable to be registered under RERA. Admittedly, the project "GERA's Imperium Grand" is not registered by the respondent. The Show-cause notice issued to the respondent is an indication of the fact that project which is otherwise registrable has not been registered by the respondent as mandated under Section 3 of Real Estate (Regulation and Development) Act, 2016.

18. In *Neelkamal Realtors Suburban Pvt. & Anr. Vs. Union of India & Ors.* [(2017) SCC Online Bom 9302], while analyzing the challenge to the validity of Section 3 of the RERA Act, 2016, the Hon'ble Bombay High Court has observed that Section 3 of RERA prevents the promoter to advertise, market, book, sell or offer for sale, or invite persons to purchase unit in the real estate project without getting registration under RERA. First proviso to Section 3(1) mandates that ongoing project on the date of commencement of RERA, of which completion certificate had not been issued, are covered under the provisions of RERA and such promoter shall make an application to the authority for registration of the project within a period of three months from the date of commencement of the Act.

19. The Maharashtra Real Estate Appellate Tribunal, Mumbai (MahaReat) in a similar case between *Mr. Mc Kenno Baptisto P. Cardozo Vs. M/s Prabhu Construction* on 25.03.2026 has categorically observed that RERA came into force in Goa on 24.11.2017 and the project received its completion Certificate on 27.08.2018. Consequently, on the commencement of RERA, the project was an ongoing project for which no Completion Certificate had been issued and therefore, the promoter was mandatorily required

to register the project under Section 3(1) of RERA, which expressly requires registration of all ongoing projects where a Completion Certificate had not been issued on the date the Act came into force. The project therefore squarely falls within the ambit of RERA, and all statutory obligations imposed upon the respondent as promoter are fully applicable.

20. Discernibly, the legal principle applies equally to the present case. RERA came into force in Goa on 24.11.2017 and admittedly, the completion certificate was issued by the Competent Authority on 29.11.2017. Consequently, on the commencement of RERA, the project was an ongoing project for which no Completion Certificate had been issued and therefore, the promoter was mandatorily required to register the project under Section 3(1) of RERA which expressly requires registration of all ongoing projects where a Completion Certificate had not been issued on the date the Act came into force.

21. The submission of Ld. Advocate Shri Parag S. Rao that the Project 'Gera's Imperium Grand' was completed in terms of completion certificate dated 23.10.2017 issued by the architect of respondent and that thereafter NGPDA conducted inspection through Dy. Town Planner on 21.11.2017 and issued a completion certificate

on 29.11.2017 and that the work was completed on 21.11.2017 when the NGPDA inspected the project as per their report which has been merely confirmed by the Completion Certificate issued on 29.11.2017, cannot be accepted as the completion certificate as provided under Section 2(p) of the Act is the certificate issued by competent authority certifying that the real estate project has been developed according to the sanctioned plan, layout plan and specifications, as approved by the competent authority under the local laws. The competent authority is undoubtedly the NGPDA who had issued the completion certificate on 29.11.2017, which has to be considered under the Act and not the completion certificate dated 23.10.2017 issued by the architect of respondent and/or inspection conducted through Dy. Town Planner on 21.11.2017.

22. The other submission of Ld. Advocate Shri Parag Rao that the Hon'ble Authority has taken cognizance of these facts in case number 3/RERA/Complaint(48)/2019/678 (Shri Anirudh K. Agrawal v/s M/s Ashvem Spa and Resorts Pvt. Ltd. & Anr. also cannot be countenanced in view of decision of (MahaReat) in a similar case between *Mr. Mc Kenno Baptisto P. Cardozo*, supra where it is categorically observed that RERA came into force in Goa on

24.11.2017 and when the projects receive Completion Certificates subsequent to RERA coming into force in Goa, such projects are treated as ongoing projects and therefore, the promoters are mandatorily required to register such project under Section 3(1) of RERA, which expressly requires registration of all ongoing projects, where a Completion Certificate had not been issued on the date the Act came into force.

23. The Hon'ble Apex Court in Para 33 of *M/s. Newtech Promoters and Developers Pvt. Ltd.* supra, has observed that under Chapter II of the Act 2016, registration of real estate projects became mandatory and to make the statute applicable and to take its place under sub-section (1) of Section 3, it was made statutory that without registering the real estate project with a Real Estate Regulatory Authority established under the Act, no promoter shall advertise, market, book, sell or offer for sale, or invite persons to purchase in any manner a plot, apartment or building, as the case may be in any real estate project but with the aid of proviso to Section 3(1), it was mandated that such of the projects which are ongoing on the date of commencement of the Act and more specifically the projects to which the completion certificate has not been issued, such promoters shall be

under obligation to make an application to the authority for registration of the said project within a period of three months from the date of commencement of the Act.

24. Admittedly, the respondent has not registered with the Authority the project "GERA's Imperium Grand". The respondent also failed to make an application to the Authority for registration of the said project within a period of three months from the date of commencement of the Act. The respondent has also not initiated the process of filing an application for registration of the project during the course of the proceedings, on the contrary, the respondent took a stand that the project was not liable to be registered under Goa RERA. Needless to reiterate, if any person markets or sells plot or apartment in an unregistered project, it contravenes provisions of Section 3 of the RERA Act. The respondent has admittedly not registered the project, inspite of knowing the implications of not registering the project, which attracts penalty, which may extend up to ten per cent of the estimated cost of the real estate project as determined by the Authority.

25. Be that as it may, the fact remains that the respondent has marketed and sold units to the parties in an unregistered project in

total derogation of Section 3 of the Act and therefore, liable for punishment for non registration under Section 3 of the Act, which is a serious lapse punishable under Section 59 of the Act. The respondent is therefore liable to pay penalty under Section 59 of the RERA Act for contravening the provisions of the Act and also directing the respondent to register the project with the Authority within 60 days of this order. Hence, the above point is answered in the affirmative.

Point No. 2

26. The case of the complainant in brief is that in pursuance of a registered agreement for Sale dated 26.02.2018 registered with the Sub-Registrar of Ilhas, the complainant had agreed to purchase from the respondent, Unit no. 720 admeasuring an area of 130.10 sq. mtrs. situated on the 7th floor, in the development known as 'GERA's IMPERIUM GRAND' towards which a total sale consideration of ₹.1,28,72,714/- has been paid by the complainant to the respondent and the same is evident from the fact that, the respondent has not claimed for any monies owed to it by the complainant thus there are no dues in respect of the said premises and in pursuance of the payment of sale consideration as stated above for the said Unit No.720, the respondent issued a letter of possession dated 08.03.2018.

However, till date the respondent has failed to execute a Deed of Conveyance/Sale in favour of the complainant.

27. Ld. Adv. Shri Clayton Fonseca for the complainant has submitted that Sections 11 and 17 of RERA impose a continuing statutory obligation upon the promoter to execute a registered conveyance deed in favour of the allottee. The use of the expression "shall" in Section 17 leaves no discretion and creates a corresponding statutory right in favour of the allottee. He further submitted that the respondent has admittedly received the entire lumpsum consideration, delivered possession and completed the Project. The only remaining obligation is the execution and registration of the conveyance deed, its failure to do so constitutes a continuing breach under the Real Estate (Regulation and Development) Act, 2016.

28. Per contra, Ld. Advocate Shri Parag S. Rao has submitted that the complainant entered into an Agreement for Sale dated 26.02.2018 with the respondent in respect of said unit, being a commercial unit developed by the respondent in the commercial complex known as 'Gera's Imperium Grand'. The Agreement for Sale constitutes the principal contractual document governing the rights and obligations of the parties. The conveyance has to be done strictly in terms of the

conditions of the said Agreement for Sale. The respondent derives its rights in the land through the leasehold arrangement and does not possess an absolute freehold title to the underlying land. The dispute which has arisen is essentially concerning the form and legal mechanism of conveyance and, in particular, the transfer of the underlying leasehold rights and the requirements of EDC as landowner/lessor.

29. Ld. Advocate Shri Parag S. Rao has further submitted the respondent has already placed on record the fact that two Writ Petitions are pending before the Hon'ble High Court of Bombay at Goa, both of which have a direct and material bearing upon the issues raised in the present complaint, which concerns the transfer of leasehold rights from the landowner, EDC, to the Gera Imperium Grand Premises Holders Maintenance Co-operative Society Limited. The said issue is directly connected with the present dispute because the complainant seeks an individual conveyance in circumstances where the transfer of the underlying leasehold rights to the Society remains unresolved. The respondent has also filed Writ Petition challenging the ground rent payable at the rate of 1% of the lease premium. The ground-rent issue directly affects the relationship

between EDC and the persons/entities holding or seeking transfer of the leasehold rights and consequently affects the manner in which the transfer can lawfully be completed and in view of the disputes pending before the Hon'ble High Court, EDC has declined/refused to issue the NOC required for transfer in the prevailing circumstances.

30. The main dispute between the parties is to execute a registered conveyance deed in favour of the complainant under Section 11 and 17 of the Real Estate (Regulation and Development) Act, 2016. The execution of the conveyance deed in favour of the complainant is objected by the respondent on the premise that the EDC as landowner/lessor is required to be made as a party and that the conveyance has to be done strictly in terms of the conditions of the Agreement for Sale dated 26.02.2018 as well as the pendency of two Writ Petitions before the Hon'ble High Court regarding the transfer of leasehold rights from the landowner, EDC, to the Gera Imperium Grand Premises Holders Maintenance Co-operative Society Limited and the payment of ground rents to EDC, which according to the respondent has a bearing on the case.

31. Admittedly, by a registered Deed of Lease dated 20.02.2008, the EDC as the landlord/Lessor leased the parcel of land to Parsvanath

Developers Ltd. in which Clause 4(b) of Lease Deed reads that "*The Lessee may sell or transfer the floor area constructed on the demised plot*". Subsequently, Parsvanath Developers Ltd. entered into a Deed of transfer dated 29.10.2013 registered with the Sub-Registrar of Ilhas with the EDC as the Confirming Party whereby, the leasehold rights were transferred by the said Parsvanath Developers Ltd. to the respondent and at Clause 1.3, Page no.16 of the said Deed dated 29.10.2013, it is specifically stated that "*Other than as specifically provided hereunder, the terms of the Lease Deed dated 20.02.2008 shall continue to remain valid and binding in respect of Leasehold rights assigned hereunder*".

32. The Agreement for sale was executed between the complainant and the respondent dated 26.02.2018 and Clause 26 of the Agreement for Sale reads that '*The Developer undertakes to execute the Conveyance of the Said unit along with the undivided proportionate share of land and for the said building in favour of each Purchaser/s or in favour of the Ultimate/Apex Body or any other suitable Body as may be deemed fit by the Developer as and when the EDC Ltd takes a policy decision in the matter of transfer of leasehold rights of the Said Plots*'. It is nowhere the case of the respondent that the EDC has taken

and/or failed to take a policy decision in the matter of transfer of leasehold rights of the said plots.

33. The complainant has admittedly paid the entire consideration to the respondent as per the Agreement for Sale dated 26.02.2018. The respondent cannot shirk its responsibility of executing a conveyance deed in favour of the complainant. Section 17 of the Real Estate (Regulation and Development) Act, 2016 mandates that the promoter shall execute a registered conveyance deed in favour of the allottee and hand over physical possession of the plot, apartment or building, as the case may be, to the allottee in a real estate project. There is no dispute as regards to handing over the possession to the complainant as the dispute is only regarding the execution of a registered conveyance deed. It is therefore obligatory on the part of respondent to perfect the title by conveying/transferring the said unit in favour of the complainant under Section 17 of the Real Estate (Regulation and Development) Act, 2016.

34. The submission of the respondent that the complaint is bad for non-joinder of the EDC as a necessary party appears to be attractive, nonetheless, there is no provision in the Lease Deed between EDC with Parsvanath Developers Ltd. and Parsvanath Developers Ltd. with

GERA or GERA with complainant requiring that the respondent makes EDC a necessary party to every transaction entered into by GERA with respective allottees for sale/transfer of the unit in the project. The registered Deed of Assignment of Rights-Cum-Transfer-Cum Sale dated 05.06.2024 entered into between one *Ramdas Mohan Pai Kakode as an assigner, Kaif Akbar Ali Noorani as an Assignee and Gera Developments Pvt. Ltd.* as a confirming party produced by the complainant is with respect to a conveyance/sale of shop no.008 admeasuring 38.24 sq. mtrs, situated on the ground floor of the same project, where EDC has not been made a party to the said deed. It is therefore the respondent is estopped from raising such a submission to deny the right of the complainant under Section 17 of the RERA Act.

35. The other submission regarding the pendency of two Writ Petitions before Hon'ble High Court of Bombay at Goa regarding the transfer of leasehold rights from the landowner, EDC, to the Gera Imperium Grand Premises Holders Maintenance Co-operative Society Limited and the payment of ground rents to EDC cannot be accepted as the complaint alleges the failure of the respondent to execute and register the Conveyance Deed in favour of the complainant despite having received the entire consideration by the respondent. The

complainant who has fulfilled all contractual obligations cannot be made to suffer because of administrative or inter se disputes between the parties.

36. It is well settled that failure to execute a conveyance deed after receiving the entire consideration constitutes a serious breach of RERA and that the promoter's failure to execute the conveyance deed despite the allottee's lawful possession deprives the allottee of legal title and ownership and defeats the legislative intent underlying the Act. The complainant has paid the entire lumpsum consideration and is in lawful possession, yet the respondent continues to withhold marketable title without any legal justification on the extraneous grounds, as stated above.

37. Needless to mention, it was the duty and obligation on the part of the respondent under Section 11(a) and (f) to execute a registered conveyance deed of the unit in favour of the allottee as provided under Section 17 of the Act. However, despite having received the entire lumpsum consideration and delivered possession of the subject premises, the respondent has failed to execute a registered conveyance deed in favour of the complainant under Section 17 of the Real Estate (Regulation and Development) Act, 2016. The respondent has thus

violated Sections 11 and 17 of RERA and has caused the complainant financial prejudice, uncertainty and hardship. The complainant is therefore entitled to a direction for execution and registration of a conveyance deed as provided under the law. Hence, the above point is answered accordingly.

Point No. 3

38. The complainant is seeking for compensation/damages of Rupees ten lakhs including mental harassment and agony for failure of respondent in conveying title in favour of the complainant. Needless to mention, under Section 71 of the RERA Act, compensation under Sections 12, 14, 18 and 19 of the RERA Act has to be adjudged only by the Adjudicating Officer. Accordingly, the above prayers for compensation/damages have to be dealt with by the Adjudicating Officer for adjudging the compensation, if any. The complainant may prefer an application before the Adjudication Officer for damages and other compensation, if so desires. Hence, the above point is answered accordingly.

Point No. 4

39. Needless to mention, the complainant has sufficiently proved that despite having received the entire lumpsum consideration and

delivered possession of the subject unit, the respondent has failed to execute a registered conveyance deed in favour of the complainant under Section 17 of the Real Estate (Regulation and Development) Act, 2016. The complainant is therefore entitled for the relief of execution of a registered conveyance deed in favour of the complainant in respect of the said unit under Section 11(a)(f) and 17 of the Real Estate (Regulation and Development) Act, 2016 in terms of the Agreement for Sale dated 26.02.2018, within 60 days from date of this order as well as 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, as also, payment of an amount of ₹.5,00,000/- (Rupees five Lakh only) as penalty under Section 59 of the RERA Act for failure to register the above project, besides the fact that the respondent is required to register the project 'Gera's Imperium Grand' situated at Patto Plaza, Village Morombi-o-Piqueno, Tiswadi Taluka, Goa, under Section 3 of Real Estate (Regulation and Development) Act with the Authority within 60 days of this order. Hence, the above point is answered accordingly.

40. Having said so, I pass the following:-

ORDER

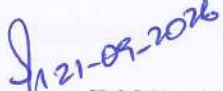
(i)The respondent is directed to execute a registered conveyance deed in favour of the complainant in respect of the commercial unit bearing no. 720 situated on the 7th floor, admeasuring an area of approximately 130.10 sq. mts. as depicted in the plan attached to the Agreement for Sale dated 26.02.2018 between the parties situated at Patto Plaza, Village Morombi-o-Piqueno, Tiswadi Taluka, Goa under Section 17 of the Real Estate (Regulation and Development) Act, 2016, within 60 days from date of this order.

(ii)The respondent is directed to pay an amount of ₹.5,00,000/- (Rupees five Lakh only) as penalty under Section 59 of the Real Estate (Regulation and Development) Act, 2016, for failure to register the above project. The said amount shall be deposited into the bank account of the Authority, within 60 days of the passing of the order, failing which necessary proceedings will be initiated against the respondent, under the law in force.

(iii)The respondent is also 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 register the project 'Gera's Imperium Grand' situated at Patto Plaza, village Morombi-o-Piqueno, Tiswadi Taluka, Goa under Section 3 of Real Estate (Regulation and Development) Act, 2016 with the Authority, within 60 days of this order.

(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.

Date: 21.09.2026.