



GOA REAL ESTATE REGULATORY AUTHORITY
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FNo: 3/RERA/Complaint(511)/2025/ **368**

Date **09/03/2026**

- 1. Mr. Surender Mahlawat**
- 2. Mr. Tirath Mahlawat**
- 3. Ms. Shivangi Choudhary**

All residents of H.No. 206, Asra Ka Majra,
District Rewari, Haryana – 123501

..... **Complainants**

Versus

M/s Apra Motels Pvt. Ltd.
Through its Partners

- 1) Mr. Dhruv Dutt Sharma**
- 2) Anubhav Sharma**

Having office at 5, Bahadur Shah Zafar Marg,
Pratap Bhawan, Ground Floor,
New Delhi – 110002

..... **Respondent**

Ld. Adv. Nitin Jaspal for the Complainant.

ORDER

(Delivered on this 09th day of the month of March , 2026)

Case of the Complainant

- 1) An online Complaint was filed on 29/09/2025 by the above Complainants against the Respondent. The brief facts and allegations of the complaint are as follows:-
- 2) That the Complainants are law-abiding citizens who were lured and induced by the sales team and Director Anubhav Sharma of the Respondent Company in 2023, on the representation that the Respondent has been in the hospitality industry for decades and has successfully

completed landmark projects such as “32nd Milestone, Gurugram”.

- 3) That the Respondent, through its Director, repeatedly assured the Complainants that the proposed project, named “32nd Avenue Vagator Beach, Goa,” would be a premium luxury residential villa project with all approvals in place. The Respondent displayed brochures, presentations and promotional materials, and convinced the Complainants to invest their hard-earned money.
- 4) That the total sale consideration was represented as Rs. 21 Crores (Rupees Twenty-One Crores Only) for a luxury villa, as specifically mentioned in the Letter of Expression of Interest dated 16.06.2023 issued by the Respondent.
- 5) That based on such representations, the Complainants were made to pay a sum of Rs. 4.5 Crores (Rupees Four Crores fifty lakhs Only) towards the proposed villa, as part of the Expression of Interest.
- 6) That the Respondent issued an Expression of Interest letter dated 16.06.2023 offering a villa in the proposed project “32nd Avenue Vagator Beach, Goa” for a total consideration of Rs. 21 Crores. Pursuant thereto, the Complainants paid a cumulative sum including booking amount of Rs. 4,50,00,000/- (Rupees Four Crores Fifty Lakhs Only). Crores and Fifty Lakhs only) towards the said villa, as is evident from the Part Payment Receipt dated 16.11.2023 issued by the Respondent.
- 7) That the Part Payment Receipt itself details the schedule of payments made by the Complainants between 27.02.2023 and 16.11.2023 through various RTGS transfers and cheques, which were credited to the respondent's account thereby evidencing that the Respondent has received far more than 10% of the total consideration without executing a Builder Buyer Agreement (BBA).
- 8) That despite the above substantial payments and repeated assurances, till date the construction of the villa has not even commenced. The Complainants have also not been informed whether the project has obtained statutory approvals or

RERA registration. The entire situation is vague, unclear and amounts to misrepresentation and breach of statutory obligations under the RERA Act. The Complainants, therefore, have no option but to seek refund of their investment with interest and compensation under Sections 12 and 18(1) of the Act.

- 9) That the Respondent has thus collected nearly 20% of the total sale consideration without executing a Builder Buyer Agreement (BBA). This is in direct contravention of Section 13(1) of the RERA Act, 2016, which prohibits a promoter from accepting more than 10% of the total consideration without executing a formal written agreement for sale.
- 10) That the Letter of Interest itself mentions that commencement of construction would be within 6 to 12 months, subject to regulatory approvals, and refund would be provided in case of failure within 3 years. However, despite the lapse of more than 2 years, no development has taken place at the project site, and the Complainants, upon inspection, found the site lying vacant, contrary to the assurances and commitments of the Respondent.
- 11) That the conduct of the Respondent constitutes misrepresentation and false promise under Section 12 of the RERA Act, 2016. The Respondent induced the Complainants with glossy brochures and presentations, but has failed to commence any development, thereby cheating the Complainants of their hard-earned money. This shows that the Respondent had no bona fide intention to deliver the promised villa project but was only misusing public funds collected in the name of a luxury project.
- 12) That further aggravating the illegality, the Respondent's project "32nd Avenue Vagator Beach" continues to be actively advertised online through various property brokers and real estate portals luring unsuspecting members of the

public with offers such as “under construction,” “buy back guarantee,” and “luxury spaces,” despite the project’s unclear RERA registration and no intention to carry out physical progress.

- 13) That till date, it is not clear whether the said project has been registered under Goa RERA. If unregistered, the very act of the Respondent to collect monies and advertise the project is wholly illegal. If registered, the failure to commence development within the assured period is equally a violation entitling the Complainants to refund.
- 14) That under Section 18(1) of the Real Estate (Regulation and Development) Act, 2016, the Complainants are entitled to an immediate refund of the entire amount paid by them, along with interest @12% per annum from the respective dates of payment till realization, on account of the Respondent's failure to commence and/or deliver the project as promised.
- 15) That the Hon'ble Supreme Court in **Newtech Promoters and Developers Pvt. Ltd. v. State of U.P. & Ors. (2021 SCC OnLine SC 1044)** has held that once an allottee demands refund due to delay or non-performance, the Authority is bound to direct refund with interest under Section 18. This ratio squarely applies to the present case.

GROUNDS

- A. Violation of Section 13(1): The Respondent has collected Rs. 4.5 Crores, i.e., nearly 20% of the total sale consideration, without executing a Builder Buyer Agreement. This is in direct violation of Section 13(1) of the RERA Act, which clearly prohibits a promoter from accepting more than 10% of the total price without a written agreement for sale



B. Misrepresentation and False Promise – Section 12:

The Respondent induced the Complainants by showcasing brochures, past projects, and making express promises regarding commencement within six months and assured returns. These statements turned out to be false, as no development has occurred and returns have stopped.

i. Under Section 12 of the RERA Act, if an allottee sustains any loss or damage on account of incorrect or false statements contained in the advertisement, prospectus, or model apartment, the allottee is entitled to claim refund of the amount paid along with interest and compensation.

ii. Hence, apart from refund, the Complainants are entitled to additional compensation for financial loss, loss of opportunity, mental harassment, and loss of interest income caused by the Respondent's deceitful conduct.

C. Unclear RERA Registration – Section 3:

The project continues to be advertised online without evidence of RERA registration. Section 3 mandates that no promoter shall advertise, market or sell any project without obtaining valid registration from the Authority. The ongoing advertisements (Annexure 3) constitute a continuing violation.

D. Entitlement to Refund – Section 18(1):

The Respondent has failed to commence the project within the stipulated time. Under Section 18(1), the Complainants are entitled to refund of the entire amount deposited along with interest @ 12% per annum till realization.

E. Continuing Illegality through Advertisements: The Respondent and its brokers continue to lure the public by advertising “32nd Avenue Vagator Beach” as an active project, despite there being no RERA registration and no progress on ground. This constitutes an unfair trade practice, further strengthening the case for refund and compensation.

F. Supreme Court Precedent – Newtech Promoters Case:

The Hon'ble Supreme Court in **Newtech Promoters and Developers Pvt. Ltd. v. State of U.P. & Ors. (2021 SCC OnLine SC 1044)** has clarified that RERA Authorities have wide jurisdiction to grant refund with interest and compensation. Once an allottee seeks refund, the Authority is bound to grant the same. This principle squarely applies to the present case.

Relief Sought

- a) Direct the Respondent to refund the sum of Rs. 4,50,00,000/- (Rupees Four Crores Fifty Lakhs Only) collected from the Complainants, along with interest @ 12% p.a. from the respective dates of payment till realization.
- b) Hold that the acts of the Respondent are in violation of Sections 3, 12, 13(1) and 18(1) of the RERA Act, 2016.
- c) Restrain the Respondent and its agents from issuing further advertisements or accepting monies from the public in respect of the "32nd Avenue Vagator Beach" project unless validly registered under Goa RERA.
- d) Impose penalties upon the Respondent as this Hon'ble Authority deems fit for violation of statutory provisions.
- e) Grant costs of the proceedings to the Complainants.
- f) Pass such further or other orders as this Hon'ble Authority may deem fit and proper in the facts and circumstances of the case.

Point for determination

16) The point for my determination along with the reasons and findings thereon are as follows:-

Sr. No.	Point for determination	Finding
1.	Whether the said complaint is maintainable?	As per final order



Further Submission by the Complainant

17) To determine the issue of maintainability, a Notice dated 10/10/20225 was issued to the complainant. During the proceeding the advocate for the complainant filed the written arguments dated 14/11/2025 including stating that the Respondent, M/s Apra Motels, launched a project titled "32nd Vagator Beach, Goa," proposing to construct seven (7) luxury villas, 18 restaurants and 15 beach clubs with total area of 15 acres. The said project was actively marketed and advertised through brochures, social media, and real estate portals, offering sale of independent villas to prospective buyers, including the Complainants.

In the Expression of interest dated 16/06/2023, the respondent has clearly stated that

"This is only an Expression of Interest & not a Builder Buyer Agreement (which would be entered into separately) & therefore would not be governed by the rules & regulations of RERA.

WHEREAS the potential Investor understands that the Firm would be obtaining the RERA registration for the Project in a separate Company/Entity. The Potential Investor shall co-operate with the Firm for the completion of the relevant formalities and tax compliances once the RERA registration is obtained."

Moreover respondent has guaranteed return on investment at the rate of 12% in case of default.

That the Complainants paid a cumulative consideration of ₹4.50 Crores towards the said project based on representations made by the Respondent. However, till date, no construction has commenced, no statutory approvals have been shared, and crucially, the project remains unregistered with the Goa Real Estate Regulatory Authority, in clear violation of the Real Estate (Regulation and Development) Act, 2016 ("RERA").

18) **Nature of the Project is Mixed Development.** That project brochure, marketing material, and online

advertisements indicates that the project is not a purely residential villa scheme. The project is being marketed as part of the Respondent's larger "32nd" brand of mixed-use developments, combining residential, commercial, hospitality, and retail components. The brochure itself depicts amenities such as restaurants, clubhouses, boutique retail spaces, and hospitality areas, forming part of an integrated complex rather than isolated villas.

Hence, the project clearly qualifies as a "real estate project" within the meaning of Section 2(zn) of RERA being a mixed-use development where multiple residential and commercial units are proposed for sale.

"2(zn) real estate project" means the development of a building or a building consisting of apartments, or converting an existing building or a part thereof into apartments, or the development of land into plots or apartments, as the case may be, for the purpose of selling all or some of the said apartments or plots or building, as the case may be, and includes the common areas, the development works, all improvements and structures thereon, and all easement, rights and appurtenances belonging thereto:

Thus, the complainant argued that, even if only seven villas are presently under construction, the overall area exceeds 500 sq. meters. Thus, the project squarely attracts registration under Section 3(1) of the Act.

19) Applicability of the RERA Act to the Project

Under Section 3(1) of the RERA Act, 2016, no promoter shall advertise, market, book, sell, or offer for sale any real estate project or part thereof without registering the project with the Real Estate Regulatory Authority, where:

- a) the land proposed to be developed exceeds 500 square meters, or
- b) the number of apartments proposed to be developed exceeds eight (8) in all phases.

In the present case, although the Respondent's project contains seven villas; the total area of development exceeds 500 sq. meters, thereby squarely attracting the statutory requirement of registration under Section 3(1).

Hence, the Respondent's act of collecting substantial advances, issuing expression of interest, and advertising the project, without obtaining RERA registration, is illegal and void ab initio under the statute.

20) Violation of Section 3 – Unregistered Project

The continuous advertisement and acceptance of booking amounts in an unregistered real estate project constitutes a direct contravention of Section 3 of the RERA Act. The Supreme Court has repeatedly held that RERA was enacted to ensure transparency and accountability in real estate transactions, not a procedural lapse.

21) Judicial Precedents citation support

a. **M/s. Newtech Promoters and Developers Pvt. Ltd. v. State of U.P. & Ors., 2021 SCC OnLine SC 1044** – Supreme Court observed that registration is a statutory interest under Section 18(1).

b. **M/s. Imperia Structures Ltd. v. Anil Patni & Anr., (2020) 10 SCC 783** – It was held that failure to register a project under Section 3 renders the entire activity illegal and all money collected thereunder must be refunded with interest, as such collection is contrary to the mandatory provisions of RERA.

22) Violation of Section 13 – Collection of More Than 10% Without Agreement.

the Respondent has collected ₹4.50 Crores, which is nearly 20% of the total sale consideration (₹21 Crores), without executing a Builder Buyer Agreement (BBA).

This is a blatant violation of Section 13(1) of the RERA Act, which provides that.

“A promoter shall not accept a sum more than ten percent of the cost of the apartment, plot, or building as an advance payment or an application fee from a person without first entering into a written agreement for sale...”

Thus, even if the Respondent contends that the payments were made only towards an “Expression of Interest,” such labeling cannot override statutory protection the nature of the transaction clearly indicates part consideration for sale of immovable property in a real estate project.

The illegal acceptance of payments without a registered project and without executing a BBA amounts to a double violation of Sections 3 and 13, making the promoter liable for refund and penalty under Sections 59 and 60 of the Act.

23) Non-Performance and Entitlement to Refund under Section 18

Section 18(1) of RERA provides that if the promoter fails to complete or give possession in accordance with the terms of the agreement or due discontinuance of business for any reason, the allottee shall be entitled to refund of the amount paid along with interest at prescribed rates.

Given that:

- a) No construction has commenced,
- b) The project is not registered,
- c) The promoter continues to advertise unlawfully,

The Complainants are entitled to full refund with interest and compensation under Sections 18(1) and 12 of the Act.

A

24) Continuing Illegality and Misrepresentation

The Respondent continues to advertise and promote the “32nd Vagator Beach” project online through advertisements and brokers, falsely representing it as a valid and ongoing project. This ongoing act of misrepresentation violates Section 12, which penalizes false or misleading advertisements, and constitutes an unfair trade practice under RERA.

25) Meeting of the RERA Statutory Threshold

It is therefore established that:

- a) The total area of development is approximately 6,000–7,000 sq. ft., i.e., well above 500 sq. mts.
- b) There are seven villas proposed along with other amenities like shops and club houses etc., constituting a “real estate project” under Section 2(zn) of the Act.
- c) The promoter has collected substantial consideration and advertised the project without registration.

Hence, the project squarely falls within the ambit of Section 3, mandating registration under Goa RERA. The Respondent’s failure to do so invalidates all collections made from the Complainants and entitles them to refund with interest and compensation.

STEPS / PRELIM HEARINGS INITIATED BY RERA

26)

- A) Taking a view of the “brochure” contents (See Para 17 above), which indicated an intent to seek RERA registration, 2 Show Cause Notices dated 08/12/2025 and dated 07/01/2026 were issued to the Respondent/ promoter by Registered AD post and by email. Notices were served, yet the respondent did not appear for the hearing.
- B) Independently, the Complainant was ordered to produce

more categoric evidence of the project as advertised, indicating conclusively that the twin thresholds required under Section 3 of the Real Estate (Regulation and Development) Act, 2016, i.e. more than 8 units for sale and plot size of more than 500 sq mts, are being met.

- 27) The matter was heard on 20/01/2026. During the hearing the advocate for complainant argued the matter, however did not provide any further / conclusive evidence such as layout plans and/or survey plan, to prove that the project falls within the purview of RERA Act (i.e. area is more than 500 sq mts and units more than 8). On inquiring about the same the Authority was informed that the same could be obtained from Town and Country Planning Department. However the Complainant has mustered no efforts to do so. Though orally stated, the Complainant was also not able to bring forth any technical/IT based evidence that the said brochure was in vogue.

Application for interim Relief dated 07/02/2026

- 28) The matter was kept for orders on maintainability for 06/02/2026. However due to office exigencies the matter was postponed to 09/03/2026. In the meanwhile, Goa RERA received an application dated 07/02/2026, praying for grant of interim stay/status quo from the Complainant by email on 09/02/2026 and also a hard copy by Reg AD post on 24/02/2026. The Complainant in his application stated that, an FIR bearing No. 02/26 dated 06.02.2026 has been registered at Police Station Civil Lines, Gurugram, Haryana, against the Respondent company and its Directors, including Mr. Dhruv Dutt Sharma, who has reportedly been taken into custody. Further that as per widely reported newspaper publications, the said Director is alleged to have sold the same unit / property to multiple persons (as many as 25-34 people), thereby creating large-scale fraud and cheating innocent investors. The complainant has also submitted a copy of the remand order

passed by Additional Chief Judicial Magistrate Gurugram in the said FIR and arrest.

29) The grounds for filing of the application for interim relief were

- a) That the Respondent continues to advertise and deal with the project “32nd Avenue Vagator Beach, Goa”, despite:
- b) Non-registration under RERA
- c) No construction having commenced
- d) Serious criminal proceedings pending
- e) Directors being arrested for identical modus operandi
- f) That there is a real, imminent and irreparable danger that during the interregnum till the next date of hearing, the Respondent may:
 - (i) Create third-party rights
 - (ii) Sell the same villas / shops to multiple purchasers
 - (iii) Defeat the very purpose of the present proceedings
 - (iv) That if third-party interests are created, the Applicants as well as future innocent buyers would suffer irreversible prejudice, and the complaint would be rendered infructuous.
 - (v) That the Hon’ble Authority is fully empowered under Section 37 of the RERA Act to issue directions “from time to time” as may be necessary, which power includes grant of interim and ad-interim protection, including orders of status quo.
 - (vi) That interim protection is incidental and ancillary to the main proceedings and is necessary to preserve the subject matter of the complaint.
 - (vii) That the balance of convenience lies entirely in favour of the Applicants, as:
 - (viii) No prejudice will be caused to the Respondent by maintaining status quo.
 - (ix) Serious and irreparable harm will be caused if protection is denied

(x) That the Applicants have a strong prima facie case, as already recorded by this Hon'ble Authority in its Order dated 04.12.2025.

30) The Complainant in his interim application prayed for:

- a) Grant an interim order of STATUS QUO in respect of the project "32nd Avenue Vagator Beach, Goa", including all villas and shops, as mentioned in the Order dated 04.12.2025
- b) Restrain the Respondent, its Directors, agents, representatives and associates from:
 - Selling
 - Transferring
 - Alienating
 - Creating any third-party rights in any manner whatsoever in the said project during pendency of the complaint;

31) (A) Vide an email dated 25/02/2026, the complainant was asked whether " to confirm if any hearing is sought with respect to your application dated 07/02/2026 and received in RERA by registered post on 24/02/2026 for interim stay/status quo, as the application is silent with respect to the same."

31) (B) As there is was no response, the Roznama dated 20/01/2026 and 05/02/2026 which had put the matter for orders is acted upon.

32)The Conduct of the M/s Apra Motels Pvt Ltd is suspicious. Both because of the "Brochure" issued and further compounded by their non-appearance (See Para 26. A) above). The non- appearance of respondent technically created a threshold for exparte proceeding. Which then brings, the assessment threshold to the evidence presented by the complainant to make it a case of project being registrable and that he has the status of an "allottee" under RERA.

ASSESSMENT

33) Primarily, the Complainant attempts to substitute the facts which ought to conclusively establish that project falls within Section 3 and thus is registrable, by way of the documents submitted by him, with a sort of “promissory estoppel” case against the builder for advertising in the brochure that he would seek RERA registration. The main point being pushed is that even if the complainant is unable to establish the facts with respect to threshold of registration under RERA, this line in an advertisement/brochure should suffice to be a substitute.

34) There is no Agreement for Sale, no building plan, approvals or any other documents which can show that units put up for sale are more than 7. The brochure defines the total units as :

- 7 Beachside estates
- 15 Beach Clubs
- 18 Restaurants

However there is no indication that they are being offered for sale/transfer, which is a *sin qua non* to be accounted for the purpose of registration threshold under Section 3 of the Real Estate (Regulation and Development) Act, 2016. Thus, the threshold under Section 3 the Real Estate (Regulation and Development) Act requirement for RERA registration (ie more than 8 units and area more than 500 sq mts) is not being manifested for this complaint in terms of evidence produced.

35) Further, the only concluded document submitted, ie. “Expression of Interest” defines the complainant as a “potential investor”. It is indeed difficult to comprehend that given the sheer scale of financial transactions ie cost of villa being Rs. 21,00,00,000/- and an advance of Rs.

4,50,00,000/- having being paid, why such sketchy documentation was agreed to. Collusive behavior to gain “early bird” investor advantage or, other informal/non formal relationship between the complainant and the promoter cannot be conclusively ruled out. The RERA framework was enacted precisely to rule out such circumstances. There is a voluntariness to the transaction which clearly dehors the RERA framework, which was designed to protect genuine allottees. The “Expression of Interest” dated 16/06/2023- the only document filed bearing consent of both the Complainant and M/s Apra Motels Pvt. Ltd states “This is only an Expression of Interest & not a Builder Buyer Agreement (which would be entered into separately) & therefore would not be governed by the rules & regulations of RERA”. Even outside RERA framework, “buyer beware” principle continues to occupy equitable role and space. In the present case, avoidance of proper documentation, timing of the transaction and no effort being made to locate better documentation to support their contention (see para 27 above), all in all, conclusively combine to lead to the conclusion that complainant has not been able to establish the registration requirement threshold on facts and therefore cannot claim an allottee status. The documents being relied upon called “Expression of interest” is a self contained document which establishes event of default, its consequences in terms of interest payable etc, and, has mutually agreed arbitration clause. It does not partake into the character of a buyer seller agreement as envisaged under RERA. The complainant of course has recourse under civil, criminal and consumer law, which have different threshold of cognizance.

36)The application dated 07/02/2026 seeking interim relief also does not muster approval. It contains copy of the remand order passed by Additional Chief Judicial Magistrate Gurugram in the said FIR and arrest issued by Shri Manish Kumar (Addl.Chief Judicial Magistrate) suggesting a registration of a criminal case against one of



the partners Shri Dhruv Dutt Sharma (alleged partner of M/s Apra Motels Pvt Ltd) in another unrelated matter in Gurugram. Complainant seeks to invoke Goa RERA mandate in this matter through indirect inference of misconduct. The RERA framework is clear that each project, when registered, is to be treated separately, even if the same builder has more than one ongoing/new/previous completed project. Further, the complainant is free to lodge an FIR in the relevant forum, if the alleged statement in the brochure (see 17 para above) is considered by him as an offence under the penal law. Therefore, with respect to interim stay/relief sought, the details of a criminal case which do not pertain to the facts of this complaint, do not make out a case for such a relief.

37) However, in the totality of the circumstances, (para 32 refers) RERA Goa, independently will take note of the possible misrepresentation using/invoking the “lure” of future RERA registration, even in projects which are/or may not required to be registered. To that effect, a separate file will be initiated and put up for consideration as to what course of action, if any, is required and can be initiated under the RERA framework for such cases.

Having said so, I pass the following:

ORDER

- a) In terms of the evidence, documents produced and arguments heard, the complaint is not maintainable under Real Estate (Regulation and Development) Act, 2016 as the twin requirement of registration of a project as required under Section 3 of the Real Estate (Regulation and Development) Act, 2016 is not being met in the fact of this case. Thus the reliefs sought by the complainant cannot be

granted under RERA to him qua an allottee as asserted and, hence this complaint is dismissed.

- b) The Complainant is free to seek redressal in the other forums that may be applicable.
- c) The Technical Section is directed to put up/initiate a file for identifying and taking further action, if any, by Goa RERA, against any information received, as in this complaint, of possible misrepresentation of using/invoking the “lure of future RERA registration”, even in projects which are/ may otherwise do require to be registered.



Dharmendra Sharma, IAS(Retd)
Chairperson, Goa RERA