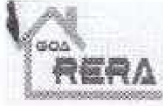
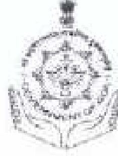



GOA REAL ESTATE REGULATORY AUTHORITY
101, 1st Floor, 'SPACES' Building, Plot No. 40, EDCPatto Plaza, Panaji 403 001Goa
www.rera.goa.gov.in
Tel: 0832-2437655; e-mail: goa-rera@gov.in

F.No:3/RERA/Complaint(411)/2024/1082 Date: 09/08/2024

ParveshPuri

J302, Sector 2, Phase 5, .

Aldeia de Goa, Opposite Grand Hyatt Hotel,

Bambolim, Goa, 403206 .... **Complainant**

V/s

Goan Real Estate and Construction Pvt. Ltd.

Mr. B K Satish, Branch Office: Aldeia de Goa

P.O. Goa University,Bambolim, Goa, 403206......... **Respondent**

ORDER

(Date: 09.08.2024)

This order disposes of theonline complaint bearing No.451827 dated 15/01/2024filed by Mr. ParveshPuri(Complainant) before the Goa Real Estate Regulatory Authority (Goa RERA) against the M/s Goan Real Estate and Construction Pvt. Ltd. (Respondent) alleging violation of Section 14(2), Section 7, Section 11 and Section 17 of the Real Estate (Regulation and Development) Act, 2016 (herein after referred to as 'the Act'). The Complainant also later through an add on/additional complaint submitted vide his email dated 14-03-2024,allegedthat the

whole of the Phase 5 ought to have been registered with Goa RERA and not just a part of the Phase 5.

2. The complainant is an allottee in Project - Phase V Sector 2 Apartment registered under the Act vide no.PRGO03180177 and has purchased an Apartment bearing No. PhaseV,Sector 2/J302/2BHK, admeasuring 1122 sq.ft (104.23 sqmts) built up area vide a Deed of Transfer, Sale And Conveyance, dated 04/02/2019, registered at the Office of Sub registrar (Office of the Civil Registrar-cum-Sub Registrar, Tiswadi, Goa) on 05/02/2019.

Besides online complaint dated 15/01/2024 and an add on/additional complaint submitted vide his email dated 14-03-2024, the complainant also vide his email dated 24-01-2024 and another email dated 14-03-2024 forwarded some additional information and copies of certain documents in support of his online complaint. During the course of the proceedings, the complainant also submitted his response to reply dated 15-03-2024 filed by the Respondent besides email dated 01-04-24 objecting on the issue of formation of a cooperative housing maintenance society (CHMS) and also meeting to be convened by promoter regarding the same besides emails dated 16-04-24,28-04-24 & 19-05-24 furnishing additional comments related to conveyance, society formation etc. The complainant also submitted his affidavit in evidence dated 02/05/2024, besides copies of order of TNRERA dated 09-12-2020 and of TNREAT dated 06-03-2024.

3. Various contentions and submissions made by the complainant as above are as follows:-

4(i) While alleging violation of Section 14(2) of the Act, the complainant has stated that the Respondent in complete disregard of RERA order No. 3/RERA/ONOING PROJ(28)/2018/113 dated 08/02/2023 has carried

out construction as per modified plans without obtaining consent from owners and the construction is still continuing thereby causing drastic changes in the layout plan. It was further stated that though the Respondent is in the process of seeking written approvals from the owners but these should have been obtained "prior" to commencement of the construction and the action of Respondent being in brazen violation of law, it should be directed to stop further construction and to restore the original layout plan and demolish the illegal structure as per the principle laid down by the Supreme Court in the case of Supertech Towers, Noida. In support of his contention, the complainant further vide his email dated 24-01-2024 further submitted a copy of GRECPL newsletter dated "06/09/2023" mentioning that the construction work has "already started" for the 3rd modified plan cluster of OPQR building and ABC 3 villas and is progressing as per schedule. The complainant further submitted that this was GRECPL first and only announcement to some chosen owners that there has been a change in layout and plan for the project and from the dates it is clear that GRECPL have not got prior 2/3rd approval from all the owners and gone ahead with the construction and were seeking the same after starting the construction.

4(ii) The complainant also submitted a copy of GRECPL consent letter format sent after 06/09/2023 to the same chosen existing owners requesting the owners to fill in the blanks and submit their full consent to the major change in layout and plan for the project including the likely date of completion. In response to reply dated 15-03-2024 filed by the Respondent, the complainant further denied that it has suppressed any material facts by not referring to order dated. 16/02/2024 passed by the Authority as the same was passed after filing of the online complaint dated 29-01-24. Further also drew attention to the fact that though the

consent of 2/3rds owners as claimed was obtained by the respondent on 13/11/23, the respondent rushed to file an application with RERA on 29th January 2024 only after this complaint was filed. The complainant further stated that the order passed by RERA on 16.02.2024 remained unchallenged because owners were not made a party to it and have not been informed by anyone about it and ex-parte order was obtained by the respondent in a hurry after filing of this RERA complaint and the application of the respondent filed with RERA did not mention the pendency of this complaint. Moreover, the order clearly states that it is subject to and without prejudice to the rights of allottees/ buyers.

4(iii) Reiterating his submissions as to violation of Section 14(2) of the Act, the complainant further submitted that the issue is not of consent having been received but whether it was received prior to commencement of the construction and based on the facts of the case, prior 2/3rd consent was not obtained before commencement of construction. It was further alleged that drastic changes have been made in the building plans of Cluster 3. The complainant also questioned as to how in a short span of 37 days (between 06/9/23 and 13/11/2023 could the respondent receive the written consent of 82 owners who are mostly resident outside Goa and in many cases outside India and whether these consent letters were duly notarized Or were only unsubstantiated emails? The complainant also submitted that if the individual physical notarized copies of approval letters from 82 allottees were not submitted to RERA, all these individual notarized approvals needs to be submitted to RERA for authentication and verification and the respondent should also furnish a list containing names and all contact details of these 82 owners for facilitating the same.

5(i) Alleging violation of Section 11 (4)(e) and also of Section 17 of the Act by the respondent, the complainant stated that the promoter has failed to set up an owner's body within the time period of three-month prescribed under the Act which expired over two years ago and further is in the process of forming a cooperative maintenance society for the entire Phase V comprising about 300 units, out of which RERA project is only a small part of about 110 units which is highly objectionable because this would mean that the ownership of common areas of the RERA project which should be exclusively with the owners of RERA units would pass on to all the 300 owners of Aldeia Phase V. It was further submitted by the complainant that this not only dilutes their ownership as well as enjoyment of the facilities but would be a serious breach of the sale agreement signed and further constitutes an illegal act and also unfair trade practice under section 7. It was further stated that this would also result in merging of their corpus fund with the corpus of other projects of GRECPL whereby RERA units owners' money which was to be utilized for maintenance of the RERA units infrastructure, would now be available for maintenance of GRECPL infrastructure not covered by the RERA project. It was further stated that as per the RERA act the respondent is required not only to form an owner's body but also to transfer the common areas (as outlined in section 2(n) of the RERA act) to the allottees/owner's body by a registered conveyance deed within a stipulated timeframe and the respondent is still not sure that common areas can be legally transferred to the proposed owner's body being set up by it as made out from its letters to the registrars dated 27/9/23, 10/11/23 and 08/01/24.

5(ii) The complainant further vide his email dated 14-03-2024 forwarded a copy the letter dated 19/1/2024 from the registrar to GRECPL clarifying

that GRECPL need to get an NOC from Town and Country Planning (TCP) under section 49(6) of the TCP act, if GRECPL is to give conveyance of common areas to the proposed owner's body - Cooperative Housing Maintenance Society (herein after referred to as CHMS). It was further stated that GRECPL has not yet confirmed that such an NOC can be obtained from TCP. The complainant also submitted that conveyance of common areas through a registered conveyance deed is a requirement under the RERA act and the project extensions given by RERA for Cluster 1 and 2 clearly state that the common areas have to be transferred to the allottees or association of allottees by a registered conveyance deed, therefore respondent can form only such an owner's body which will enable it to transfer common areas to the said body and also that the owner's body i.e. CHMS being proposed to be formed may not fulfill this criterion and in case the NOC is not issued by the town and country department due to technical reasons then the respondent should be directed not to form the coop society but to explore other means of forming an owner's body.

5(iii) In response to reply dated 15-03-2024 filed by the Respondent, the complainant besides his contentions noted in the preceding para, further submitted that the respondent has not taken any interest in formation of an owner's body for the RERA approved project. The complainant further stated that the respondent not made any efforts so far to set up an owner's body exclusively for RERA buildings as required by law and not a single meeting of RERA owners has been called so far. Complainant also submitted thus efforts made by the respondent to form an owner's body are irrelevant and if the respondent had been honest in its compliance of the requirements of the law, and if it could get 82 owners to respond to them in a matter of 37 days regarding the changes

in the plan, then they could have obtained their consent for the owner's body too simultaneously or within a short time as only 51% owners i.e. 61(out of 118) are required for formation of the owner's body. It was further submitted that instead of fulfilling its obligations under the law the respondent has been misdirecting its energies to the formation of a single owner's body whereas per the Act and for reasons outlined in the complaint, the RERA project is required to have a "standalone" association of allottees and cannot include outsiders (towers or other parts of Phase 5 that are not included in the RERA project). The complainant vide email dated 19-05-24, further referred to Section 11(4)(e) and Section 2(d) of the Act to state that that it is clear that a person who is not an allottee in the RERA registered project cannot be a member of the owner's association to be formed for the RERA registered project and since Sector 2 A,B,C,D, blocks are not a part of the RERA registered project and the owners of the apartments in A,B,C,D blocks are not allottees of the RERA registered project and hence cannot be included in the association of allottees of the RERA registered project. It was further emphasized that every allottee in the RERA registered project has an equal undivided right in the common areas of the RERA registered project and this right is diluted by admitting non allottees in the association of allottees of the RERA registered project. The complainant vide his email dated 16.04.2024 also submitted additional comments related to conveyance of common areas, society formation etc. in the context of hearing held on 15.04.2024. Referring to the definition of common area, the complainant submitted that as stated specifically in the sale deed, the land on which a residential building is constructed is transferred to the buyers of apartments in that building as undivided share of each buyer and the

common areas remain the property of the respondent until they are transferred to an owner's body by a registered conveyance deed as specifically promised in the sale deed and required under the ACT.

5(iv) Besides, The complainant also forwarded a copy of the letter dated 14/3/2024 from GRECPL to owners announcing their decision to form two owner's bodies one for Sector 1, and another for Sector 2 which includes the registered RERA project (PRGO03180177) in addition to four other towers (A, B, C, D) which are not registered under the RERA project and objected to the said proposal of formation of an owners body adverting to the grounds mentioned in his online complaint and also in view of the issue being sub-judice.

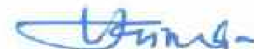
5(v) Referring to the said proposal of the respondent, the complainant also stated that since the meeting called on 05-04-2024 was for formation of a joint coop society of RERA owners and other owners of sector 2 and was therefore in violation of RERA law and since both non-allottees and allottees called for in the meeting, there was no necessity for the applicant to be part of an illegal process. Further submitted that the respondent should have called for a meeting of only owners from the RERA project and has failed to do so. The fact that it was a joint meeting which included non-allottees of non-RERA buildingsA,B,C,and D means the meeting was not called to form an owner's body exclusively for the RERA allottees as required by law. Therefore, the respondent has failed to comply with the requirements of law and is in continuing default of section 17 of the RERA act. It was further stated that the minutes of the meeting, called by the respondent shows that out of 131 owners of RERA buildings only 14 attended. Thus, an attendance of about 10% only. 10% of the owners cannot take any decisions affecting 131 owners. All such decisions should be declared as null and

void as they are lacking in quorum i.e. 51% attendance and continuation with the process in spite of the poor turnout reveals lack of bona fides and dishonest intentions of the Respondent apart from the unpopular nature of the exercise undertaken by the respondent. Further submitted that the requisite 51% of the signatures will never be possible since people do not want to lose their freehold property rights and the coop society will thus never be formed and by pursuing this impractical and illegal course of action, the respondent is deliberately determined to frustrate the provisions of the Act governing setting up of owner's bodies since common areas of RERA project being exclusive ownership of the allottees of the RERA block (as promised in sale deed and as per Section 17(1) of the Act) cannot be handed over to any owner's body consisting of others. Further submitted, that property legally promised to one owner group cannot be given to another group without 100% concurrence of the original owner group and any narration in any sale agreement to the contrary is void in law since transfer of the corpus fund and conveyance of common areas can only be done to this standalone association exclusively of RERA allottees. The complainant in this regard also submitted that Hon'ble High Courts and RERA authority of other states, have directed builders/promoters to transfer the common areas to owners/association via a registered conveyance deed in several cases and mentioned 04 cases without giving proper referencing and also any further details as to the relevance of the same to the present case.

5(vi) With regard to possible implications of formation of the proposed CHMS on the freehold rights of properties of the allottees of the project, the complainant further vide a separate email dated. 01-04-24 submitted that the properties sold by the Respondent to buyers through

sale deed are on a freehold basis and there are no restrictions on the right to sell the property or on the right to rent out the properties except that the property be used for residential purposes. However, the CHMS being proposed to be formed now by the respondent has byelaws (model bye laws) which are in direct conflict with the terms of our registered sales deed as they impose various restrictions on the freehold rights granted,to the owners i.e.permission is required from the society for sale of or giving property on rent which can take three months to give permission and Society can also ask for a share in the rent or sale proceeds before giving permission {by laws 7(g)&(h),32(a),35IIand49(c)}. Further, Society can enter premises of a member/allottee in his absence and without his permission {by laws 39(c)} and also his membership (and enjoyment of common areas) can be revoked by the Society {by laws 42(a)}.

5(vii). It was further submitted that the model bye laws(available at- https://www.coopgoa.gov.in/Download/Bye-Laws-Housing-Maintenance.pdf) now being adopted are drafted by the Goa govt. for communities owned by cooperative housing societies and are not meant for freehold communities like Aldeia de Goa, Phase 5. Further as per the latest rules notified by the Goa govt., these model bye laws have to be compulsorily adopted for any CHMS being formed and no changes in byelaws are allowed even after registration whereas earlier there was an option for changing the byelaws and then adopting such byelaws as were suitable to a community. Thus in view of this loss of flexibility, a CHMS is no longer acceptable for freehold communities like Aldeia de Goa, Phase 5. The complainant in this regard referred to Rule 7(4) of Goa Co-operative Societies (Fourth Amendment) Rules, 2023 and also submitted extract of Govt. of Goa gazette Notification



no. 42/2/2001/TS/RCS(Suppl.) dtd. 22/06/2023 in this regard. It was further reiterated that since the implications of the formation of a CHMS with the model bye-laws now proposed to be adopted are drastic, damaging and very harmful for the freehold property rights contained in our sale agreement, formation of a CHMS would amount to unilaterally altering the terms of sale of the property by the respondent which is not permissible under the Act as all promises made in the sale deed have to be honored. Further as per the sale deed, it has been provided that an owner's body will be formed only for the purposes of maintenance of the common areas and for transfer of common areas to it. The scope is very limited one i.e. restricted to the maintenance of common areas only and there is no scope for such a body to interfere in our enjoyment and use of the properties purchased by us from the respondent. It was thus contended that forming a CHMS would expand the scope of the owner's body to interfere with our enjoyment of our personal properties and restrict our rights vis a vis our freehold properties and also there is no legal justification for imparting such authority to the owner's body (proposed CHMS). It was further submitted that the model byelaws of a CHMS as prescribed by the Goa govt. were in violation of the terms of our sale deed was supported by the legal opinion of Mr. GautamKhazanchi lawyer which was sent to the respondent in September 2023 and also, the illegality was brought to the respondents notice in the cease-and-desist notice sent to the respondent in November 2023. It was further submitted that section 102 of the Goa coop societies Act confines a Cooperative Housing Maintenance Society to properties owned by the members and confines itself to residential and commercial units and since both conditions are not obtaining in the present case, the present proposal

being for maintenance of properties (clubhouses, internal roads, boundary wall and parks etc.) which are not owned by members but are owned by GRECPL, and the properties proposed to be maintained are neither residential units nor commercial units; formation of CHMS would also be in violation of section 102 of the Goa cooperative societies Act which provides that: -

(i) "co-operative housing maintenance society" means a society formed by the owners of dwelling units or commercial units in a building for the purpose of maintenance of the building and provision of common amenities".

5(viii).It was also stated that, not a single coop housing maintenance society has been registered in Goa for common areas of freehold communities. CHMS have been registered only for maintenance of residential or commercial buildings. It was further alleged that the respondent is pursuing this CHMS proposal with the sole intention of evading its responsibility of forming an owner's body with the full knowledge that this proposal will be rejected by the registrar of cooperative societies on account of various illegalities explained above. It was thus prayed to direct the respondent not to issue any NOC to the proposed CHMS and the respondent be directed to form an owner's body (other than a CHMS) i.e. an association under the Societies Registration Act or a company under section 8 at an early date and transfer the common areas via a registered conveyance deed to the owner's body.

5(ix). The complainant further stated that the respondent has tried to mislead the authority by saying that "The local law in the state of Goa that governs the formation of a coop society is the Goa coop societies Act" whereas the coop law is an enabling law and enables formation of coop

societies if people desire to form one and does not mandate that a coop society must compulsorily be formed wherever an owner's body is to be set up and not any other owner body under other laws. Further submitted that the respondent in November 2022 had suggested formation of section 8 company as one of the options and the promoter had personally requested the Goa Chief minister at that time for amendment in law to enable formation of an owner's body under the Maharashtra apartment owners Act because he found the byelaws of the coop society to be violating the terms of our sale deed and not suitable for freehold properties like Adeia de Goa. Further submitted that while in November 2023 it approved the coop society byelaws taking special care to remove the byelaws which were in contravention to the provisions of the sale deed, the respondent no longer concerned about the curtailment of freehold rights of the buyers and needs to pursue other options as available which do not violate the terms of the sale deed and do not take away our freehold rights i.e. sec 8 company or a society under society registration Act,1867 particularly when there is not a single instance within the knowledge of the respondent where a coop maintenance society has been formed for the common areas of a freehold community in Goa. The complainant further stated that pertinently the respondent had themselves suggested the formation of a Section 8 Company in their presentation dated 24.11.2022 which could not be taken up due to an upper limit of 200 members but that can be an option for the exclusive RERA project block as there are only 120 owners in the RERA project.

5(x). The complainant further stated that the respondent is fully aware that the Cooperative Housing Maintenance Society (CHMS) may be disapproved by an overwhelming majority of owners and the application for registration may never get the requisite signatures, because of

restrictive byelaws violating the freehold property rights. It was further pointed out that the previous proposal of a combined CHMS without restrictive byelaws could not get the 51% signatures required. It was also stated that the request by 50 owners of sector 2 which include many outsiders too i.e. A, B, C, D blocks of Sector 2 are not in the RERA project; is again irrelevant because they do not constitute the majority of 120 RERA block owners and also the proposal being against the provisions of the Act. Further even if 51% owner's signatures are obtained, the Registrar of coop societies may not register it in view of the Section 102 of the Goa coop societies Act and also violation of the terms of sale. It was thus emphasized that the RERA project owners are entitled to their own owner's body, conveyance of common areas, independent accounts etc. and GREC is under legal obligations to form an exclusive body for RERA owners.

6(i). The complainant vide email dated 03.04.2024 further alleged that the respondent does not want to transfer the common areas to any owner's body and wants to retain ownership with a view to exploit it in future. It was further stated that the respondent is also aware that the NOC from the Town and Country Planning department will not be available to them and the Registrar of documents will not register the transfer of common areas through a registered conveyance deed without the NOC andwith this end in view, the respondent has been proposing a course of action where it will not have to transfer the common areas within a stipulated timeframe as per the act to the exclusive RERA project owner's body,a course of action which is in violation of law as well as in violation of the terms of sale.

6(ii). Further referring to his contention as to the vesting of exclusive right of ownership of common areas in the association of allottees of the

registered project vis-à-vis the argument of the Respondents as to rights of owners of other buildings in Sector 2 qua the usage and enjoyment of common areas, the complainant submitted that the respondent is worried about the entitlement of the owners of buildings A, B, C, and D (non-RERA registered) to the common areas of sector 2 which they have promised to them while selling the properties though it unethically arbitrarily, and wrongly excluded them from the RERA project without any reason and just to avoid the rigours of RERA law in respect of those buildings. Further also submitted that in any case the promises made to those owners in the sale deeds would become null and void in view of the provisions of section 23 of the Indian Contract Act. In this context the complainant also submitted that his consent at the time of purchase does not affect the operation of or the application of the Act and moreover there was no specific waiver by me of rights granted to him under the Act which has to be specific as observed by Hon'ble Supreme Court of India. Further, the Act has been enacted to safeguard the interests of the buyers and the respondent cannot take away the rights granted to buyers under the law through wrongly worded agreements which are at variance with the requirements of law particularly in view of the section 89 of the Act. It was further stated that if a contract results in nullifying the effect of any law such contract would be invalid. No contract can override the provisions of law.

7. It was also submitted that it is not a case of one large project being registered under RERA with different phases. It's a single project registered with no additional phases and mere sanction by TCP does not confer any rights to buyers of property in a project, it only ensures that regulations pertaining to layout and construction are adhered to in accordance with the TCP Act. It is a very narrow and limited scope. It

further needs to be emphasized that in view of section 89 of the Act and RERA being a central legislation it would override the provisions of Goa Town and Country Planning Act being a State legislation in view of the Article 254 of the constitution. Further Respondent itself has admitted that the RERA Buildings are a stand-alone Project. The complainant further referred to section 2(zn) of the Act (Definition of the term real estate project) to emphasize that sector 2 minus buildings A,B,C and D is clearly a standalone real estate project and as such the owners of buildings A, B, C, and D are not allottees of the RERA project, they cannot be members of an association of allottees under section 11 (4) of the RERA act.

8. Alleging violation of Section 11(4) (d) of the Act, the complainant stated that the respondent is charging exorbitantly for the maintenance services and the amount is not reasonable as provided under the law.In response to reply dated 15.03.2024 filed by the Respondent,the complainant further submitted thatwhile the RERA project owners have not received a single audited statement of maintenance accounts of the RERA project from inception to which allotteesare entitled to,the respondent has again tried to mislead the RERA authority by claiming that the requirements of law have been met by the respondent by circulating the accounts of the entire Phase 5 and not the RERA project accounts till date nor have they been uploaded on the RERA website at frequent intervals as prescribed under the RERA act. It was further submitted that thegeneral body meeting of entire Phase 5 has no relevance or validity as far as the RERA project is concerned and any decisions taken by such a group are not binding upon the RERA project owners as it has no legal validity. Further only around 100 owners across Phase 5 attended the special general body meeting out of which

only a small fraction was from the RERA project and as such approval/disapproval of such a body on any issue is meaningless as far as RERA owners are concerned.

9. The complainant also submitted that in the present case there cannot be a general body as no legal body has been constituted and thus everydecision required to be taken by the respondenttherefore has to be individually approved by each of the owners not by an artificial and invalid general body.Further also submitted thatfor the past few years, the respondent has been charging additional maintenance from the owners without transparently disclosing the audited standalone accounts for the RERA project and in the absence of the audited maintenance accounts year wise since inception of the standalone RERA project, it cannot be determined if the maintenance requires additional charges from the owners. The complainant also stated that the interest from the corpus fund was to take care of all the maintenance till the association of allottees is formed as communicated at the time of sale of the apartments. Further, the corpus fund is a large amount collected from each owner at the time of sale of the apartments - @ Rs. 500 per sq. ft. The complainant further submitted that for the past couple of years the respondent is not looking after the maintenance themselves,as required by law but has outsourced the same to a separate for-profit entity – Dynamix Property Management and Maintenance Services Pvt. Ltd. which has beenset up by the respondent. It was further alleged that the respondent is attempting to earn a profit from maintenance activity which is repugnant to the provisions of law which require the respondent to charge reasonable amounts towards maintenance. It was further submitted that since the respondent needs to furnish year wise detailed accounts since inception of the RERA project for maintenance

expenses for the RERA block and these need to be examined to ascertain their reasonableness of additional maintenance; no additional maintenance be charged by the respondent for the RERA blocks until this is done and the additional maintenance charged till date be returned back to the owners. Furthermore, as per the RERA act, the accounts need to be uploaded on the RERA website periodically and the respondent has failed to do so.

10. The complainant further alleged that the respondent has sold the properties to the buyers with the clear promise that these are freehold properties and can be enjoyed without any restrictions or interference from anyone which is a fraudulent claim for the purpose of selling the properties particularly in the light of the respondent's proposal to form a CHMS which will impose all kind of restrictions upon the use of the property and amounts to unilateral amendment of terms of sale by respondent to the detriment of owners. Further, the respondent furnished a false affidavit to RERA regarding non encumbrance under sec 4 for the purpose of registration since they are now claiming that owners of buildings A. B. C and D (non-RERA registered) have a title to the common areas of the RERA project that the land of RERA project is not free from encumbrances and which means if the registration having been obtained through a false affidavit it needs to be cancelled forthwith and the respondent needs to be prosecuted for furnishing a false affidavit. Besides,the respondent has failed to furnish accounts exclusively pertaining to the RERA project as well as to charge only reasonable expenses for maintenance from the RERA project owners in spite of collecting a large upfront maintenance corpus and assurance of no additional maintenance until the formation of an owner's body. It was thus pleaded that the respondent in view of above including the

violations of sections14, 11 and 17 of the Act, has further indulged in unfair trade practices and irregular/fraudulent practices in view of the provisions contained in Section 7 of the Act. It was further prayed that Authority may revoke the registration of the respondent for fraudulent practices or in the alternative the respondent may be directed under section 7(3) to form for the RERA project only (not including outsiders) a RWA under the societies registration act 1870 which does not suffer from any of the illegalities from which the CHMS suffers or in the alternative, a company under section 8 of the Companies Act, 2013.

11(i). With regard to registration of the entire Phase 5 under the Act, the complainant vide his another email dated 14/03/2024 submitted that the RERA project under reference is a part of Phase 5 which consists of sector 1 and sector 2. Sector 2 has A, B, C, D towers plus the registered RERA project. There are many common facilities to both sectors like - common road, security, water treatment plant, sewage treatment etc. Phase 5 was started much before the RERA act was promulgated but all of Phase 5 is still an ongoing project as on date and despite the fact, sector 1 and A-D blocks of sector 2 of Phase 5 are not registered under RERA by the promoter. It was further contended by the complainant that since the whole of Phase 5 is an ongoing project, the whole of Phase 5 ought to have been registered under Goa RERA and not just a part of Phase 5, by suppression of facts, as in the current case. In support of his contentions, the complainant also submitted a copy of orders issued by Real Estate Appellate Tribunal, Tamil Nadu in the Hiranandani Realtors case. Reiterating his above submissions as toregistering the entire Phase 5 as a RERA project and not only Clusters 1,2,3, in his response to reply by the respondent; the complainant further submitted that respondent have themselves admitted that the entire Phase 5 is still an ongoing

project and as per the decision of the Hon'ble Tamil Nadu Real Estate Appellate Tribunal in the Hiranandani case, all ongoing projects at the time the RERA act was promulgated in 2016, need to be registered under RERA.

11(ii). In support of his contentions, the complainant vide email dtd 19-05-24, further submitted a copy of the order dated 09/12/2020 (C.No.417 of 2019) issued by the Hon'ble Tamil Nadu Real Estate Regulatory Authority (TN RERA) in the complaint filed by Serene Rose Residents Welfare Association, Coimbatore and further stated that most parts in points 35 and onwards in the appended TN RERA order are relevant to the present complaint and the order also mentions that the Hon'ble Tamil Nadu Real Estate Appellate Tribunal has also ruled in their various orders that the Real Estate Projects including common areas and common amenities should be completed in all respects in a habitable condition before the RERA act was enacted to qualify as a completed project. Thus all of Phase 5, including sector 1 and A-D blocks, should have been registered as a single project under Section 3 of RERA. Further submitted that it has repeatedly been claimed by the respondent that the entire Phase 5 is a single ongoing project and has been sanctioned by the TCP Department as one project and the respondent though has submitted the Occupancy Certificate (OC) for non-RERA Sector1 and non-RERA A, B, C, D blocks but has failed to submit the Completion Certificate(CC) for both non RERA Sector 1 and A,B,C,D blocks and as per the RERA act both OC and CC need to be in place for a completed project. Attention was also drawn to para 40 and 42 in the appended TN RERA order about the transfer of the undivided share of the common areas can only be transferred to the association of allottees (allottees defined as per Section 2(d) of the RERA act for a

RERA registered project) and thus non allottees cannot be made owners of the undivided share of the common areas.

12. A notice was issued to the respondent who was represented by Advocate ShriJitendraSupekar and company's representative Mr. S.K Bhat. The respondent filed their reply dated 15/03/2024 to the complaint and also responded to the additional complaint made vide email dated 14-03-2024. Besides rejoinder to reply filed by the complainant to respondent's reply, the respondent also submitted an Affidavit in Evidence dated 03/05/2024as well as written submissions.

13. Various submissions and contentions made by the respondent as per above are as follows:-

14. Raising preliminary objections as to suppression of facts and delay in raising some of the issues by the complainant and that filing of pleading by Complainant has been in complete disorder, the respondent at the outset denied the allegations leveled by the complainant in toto and requested for rejection and dismissal of the allegations leveled by the complainant. It was further submitted that the complainant is only blaming the Respondent for each and every thing, may it be formation of society, maintenance, providing statement of accounts, etc. without stating what the Complainant has done in respect thereof and out of the total 322 residents/allottees, it is only the Complainant who has approached this Hon'ble Authority without stating what the other allottees are doing or ought to be doing in respect thereof.

15(i). With regard to the allegations of the complainant as to carrying out of construction as per modified plans by the Respondent without obtaining the consent of owners, it was submitted that although the Complainant relies upon the order dated 8/2/2023 passed by the Authority, the Complainant has failed to bring on record the Order dated 16/02/2024,

whereby the Authority has permitted the Respondent to make correction/changes to the approved plans. It was further submitted that the Respondent had initially filed Application dated 14/7/2022 with the Authority for correction in the development details in Project "Phase V, Sector 2 apartments" whereby it was also stated by the Respondent that at that stage of application or hearing, the consent of other owners was not required since in the building to which changes were proposed to be made, no flats allotment was done. Upon rejection of the said Application for change in the project details by the Authority vide its order dated 8/2/2023, the Respondent preferred Appeal against the said order dated 8/2/2023 before the Appellate Authority vide Appeal no.G-01/23. It was further submitted that during the pendency of the Appeal before the Appellate Authority, without prejudice, the Respondent obtained consent of 2/3rdallottees/owners as per the procedure prescribed under the Section 14 of the Act and 82 allottees/owners out of the total allotment of 111 (74%) which is more than 2/3rdallottees, expressly gave consent to the Respondent to make changes to the Approved plan and more specifically to building OPQR and 3 Villas- A,B,C. Further the said Appeal was withdrawn on 10/01/2024 with liberty and the Respondent in terms of the consent received, filed an Application before the Authority for approval and the same came to be granted vide Order dated 16/02/2024. It was further averred that in view of the aforesaid, the issue raised by the complainant is baseless and unsustainable and in any case, the Order dated 16/02/2024 passed by the Authority has not been challenged in the appropriate forum and for want of challenge the same has attained finality and hence the same is binding on the complainant. It was further submitted that if the Complainant wants the consents submitted before the Authority, the Complainant should apply

before the Authority and obtain the same as there cannot be any direction to this Respondent to provide the same to theComplainant nor can this Authority direct so.

15(ii). The Respondent in this regard further submitted that on 22nd March 2018 the Appellant registered the Project in question consisting of 03 Clusters bearing No. PRGO03180177 with the Authority and thus Cluster 3 was always proposed and disclosed to Allotees of Cluster 1 and Cluster 2 where the Complainant is an allottee. It was further stated that the original Cluster 3 consisted of 128 Units and the present Cluster 3 consists of only 19 units whereby the density of the project is substantially reduced which is clearly beneficial to the Allottees of Cluster 1 and Cluster 2, by reducing the burden on the common areas, facilities, amenities and infrastructure, including not limited to electricity, water, waste disposal, parking. It was further denied that drastic changes have been made by the Respondent in the layout plan as there is no real change in the sanctioned layout since the Cluster 3 is in the same location as was originally proposed and this is also not a case where open space shown in the layout is now being used for construction of buildings. Further, common areas of the entire project as registered (all 3 Clusters) have been completed and the construction of Cluster 2 is also completed and the Occupation Certificate of 100% apartments has now been received besides the Occupation Certificate of Cluster 1 received. It was also stated that the Cluster 3 Block 1 was and is proposed at a higher level to Cluster 2 and facing the rear side of Cluster 2. Also, the Block 2 of Cluster 3 was originally proposed at a much higher level to Cluster 2 and on the rear side of Cluster 2. It was thus sought to be pleaded that there is nochange in the view of rear side of Cluster 2 since that was always facing both the Blocks of Cluster 3

except that the openness has been enhanced, light and ventilation increased, beautiful landscaping view has been created instead of the buildings facing each other and the change does not negatively affect the view, light or ventilation of the Allotees of Cluster 1 and 2 since the Block 1 of Cluster 3 was originally proposed as 4 storeys and is now proposed as 3 storeys. That the light and ventilation of the rear side of Cluster 2 has improved with the new design of Block 1 of Cluster 3. It was further submitted that the Respondent has not violated the provisions of Section 14 by commencing the construction without obtaining consents.It was further averred that the reference to the judgment of the Hon. Supreme Court in the matter of SupertechNoida by the Complainant, at the very outset, is completely misplaced and has no application to the present case at hand. Further, it shows the non-application of mind of the Complainant and that the filing of this complainant is to only sensationalize the matter. Further submitted that the Respondent has obtained all the necessary approvals from Government Authorities including the TCP and the Village Panchayat for the changes to Cluster 3 and in any case the present case is not in relation to violation of planning norms/regulations. It was further submitted that the Complaint on this count deserves to be dismissed with costs.

16(i). With regard to issues related to formation of association of allottees and conveyance of common areas etc., the Respondent has submitted that it has no reservations as to compliance of Section 17 of the Act and the Complainant himself acknowledges that the Respondent is in the process of forming of Cooperative Maintenance Society. Section 11 (e) and (f) of RERA, 2016, specifically provides for Promoters duty to enable the formation of an association or society or co-operative society,

as the case may be, of the allottees, or a federation of the same, under the law applicable. Further, Section 17 specifically provide for transfer of title of undivided proportionate title in the common area to the association of the allottees as provided for under the local law. In the present case at hand the local law in the State of Goa that governs formation of society is Goa Co-operative Societies Act, 2001. That being the case Respondent has taken steps for formation of Co-operative Housing Maintenance Society for Sector 1 and 2 of the said project. It further bears mentioning that the Respondent is only required to enable formation of the society and ultimately the society has to be formed by all the residents. Infact, Section 19(9) cast a specific duty on the allottees to participate in the formation of the society, which duty the complainant in the present case is oblivious to. It was further submitted that the Respondent has been developing the said project in phases since 2008 where certain phases are within RERA, 2016 and some phases are prior to RERA, 2016 and the Complainant has purchased his flat in the year 2019. Irrespective of the applicability of the RERA, 2016 or not, the Respondent is desirous of forming one Cooperative Maintenance Society since the amenities and open space are common and to be enjoyed by all the purchasers/allottees and in these approved sanctions/plans amenities and open spaces have been shown based on the area statement of the entire project.

16(ii) Itwas furthersubmittedthat it is not as if the responsibility is that of this Respondent alone to form the society. The Goa Co-operative Societies Act, 2001 requires certain compliances which are to be done by both the Developer as well as the Purchasers/members/allottees. In the present case, this Respondent has initiated the action for formation of the society, but till date the allottees/purchasers have not finalised

the bye-laws of the proposed society to be formed. Further, the Complainant has conveniently not placed before this Authority what efforts the Complainant and other allottees have done to finalise the bye laws to be submitted to the Registrar of Societies for formation of the Cooperative Maintenance Society and alsohas not placed anything on record to even suggest that this Respondent is not coming forward to form the Society or this Respondent is not willing to form Society. While submitting a copy of the email dated 12/3/2024 from the owners of Sector 2, the Respondent stated thataround 50 owners expressed their desire to form independent owners association for Phase V, Sector 2 Apartments comprising of buildings A to R and the three villas, therefore it called upon all the residents of Sector 1 and 2 for meeting on the aspect of formation of Co-operative Housing Maintenance Society on 5/4/2024 for which the complainant was also invited but rather than attending the same and raising whatsoever grievances in such meeting, the complainant is choosing to raise the same before this Authority, which clearly shows the real intentions of the complainant and that he wants to only litigate with the Respondent.

16(iii). It was further submitted that the entire Sector 1 and2 is sanction/approved by the TCP as one single project with common areas, open spaces and amenities specified for the entire project whereby all the residents are equally entitled to all the common areas and amenities including the complainant herein and merely because the development was done in phased manner that by itself does not makeeach phase singular project under the Act. It was also contended that the Act is very clear on this aspect and singular project and

registration of each phase in such project under the Act, does not make such each phase distinct project and it still constitutes one single project irrespective whether the entire project is registered as one single project under the Act, or each phase is registered separately under the Act. It was further submitted that if for the sake of arguments, the complainant's case is accepted and all common areas and amenities are transferred only to RERA registered phases society, then the question arises about the entitlement of resident of phases constructed prior to RERA, 2016, coming into effect, are they not entitle to such common areas and also would the Respondent be not in breach of the promises made to them under their individual sale deed with respect to their entitlement to such common areas and amenities and such order will not only be against the very fabric of RERA, 2016, but also in teeth of the Goa Co-operative Societies Act, 2001,ContractAct,TransferofPropertyAct.

17(i). It was also stated that 'pertinently, the Complainant in the Sale Deed dated 4/2/2019 has agreed and consented the use of common area amenities by the allottees of other sectors(nonRERA registered clusters). In this regard, Clause (F) (Preceded by m,n,o&p) of the Sale Deed was referred to by the Respondent as follows:-

"The transferees of premises in the said development as aforesaid within the said Larger Property and/or their any one nominee residing in such Premises (onl in case ofFirm/Company) shall, so long as they own and possess aVilla, Apartment, or Terrace Home or a Sub Plot and the

Transferees of the residential premises comprising of a Apartment bearing No.PhaseV,Sector2/J302/2BHK compact admeasuring 1122 Sq.ft (104.23 sq.meters) builtup area on Third Floor agreed to be purchased hereunder will be entitled to common access entry in any of the Club & Swimming pool and other amenities as may be developed in concerned Sector2 as common special facilities for said Sector 2 and also have common access and entry to any special facilities ,including access roads within PhaseV as are for common benefits of all Purchaser/sor Transferee/s in Sector 1 & 2 and to use&enjoying CommonwithothersuchPurchaser/s orTransferee/sthesaidSpecialAmenitiesandFacilities,subjecttoapplicablechargesand/or contribution formaintenance and as per rules and regulations framed bythe Transferors and/ or their nominee for the purpose. Thesaid right/s or Transferees or their anyone nominee (incase of Firm/ Company being purchaser) as the case maybe,aretobeexercisedasCommonRightsandnotexclusive and sameshall beonly forhimselfand theirminor dependent children. The management and controlofthesaidSpecialAmenitiesshallremainwiththeTransferor sand/or any person/sorentity,astheTransferor asmaydetermineintheirsolediscretion".

11(ii). It was further submitted that in view of the above, the Complainant cannot insist on bifurcation of formation of society between non-registered phases and RERA registered Phases merely because the project is developed in phased manner and in any case

there cannot be any order directing this Respondent toform society of only RERA registered phase and before passing any order in favour of the Complainant, all allottees are required to be made part to the present proceedings as any order by this Hon'ble Authority will be applicable to them as well and may be prejudicial to them and their interest.

18. It was further submitted that a reading of the aforesaid clearly negates the case now being argued before this Authority as the Complainant cannot now withdraw his consent or even content otherwise and also the Complainant has purchased his flat with full knowledge and in fact all the information was provided to him by this Respondent.

19. It was further submitted by the Respondent that it is not shirking from its responsibility and is well aware of it and has already undertaken the process of formation of Co-operative Housing Maintenance Society of Sector 1 and 2 and also the process to transfer title all the common areas, open spaces and amenities in favour of such society,once formed and in fact directions are warranted to the Applicant to participate in the formation of the Society and become member of the society.

20. It was further submitted that though the Respondent is making all efforts for formation of the society at the earliest but is facing practical difficulties of obtaining the consent of all the allottees to the bye-laws of the Cooperative Maintenance Society since not all allottees are permanently residing in the project and many of them stay in various cities across India and some even abroad. It was

further pleaded that in view of the above the Complaint on this count deserves to be rejected and direction be given to the Complainant and other allottees to confirm and finalize the bye-laws so that Cooperative Maintenance Society can be formed and on formation of the same this Respondent undertakes to transfer all the corpus collected to the said Cooperative Maintenance Society account. The Respondent also submitted copies of various correspondence by and between the Respondent and Allotteesalongwith draft bye-laws to support his contentions on the issue.

21. With regards to allegation about the charging of additional maintenancecharges by the Respondent,it was submitted that save and except theComplainant, none of the 131 number of allottees(under RERA registered project) have approached this Authority complaining about the charging additional maintenance charges. For this reasonalone this complaint cannot be accepted and deserves to be rejected. That the allegations are false and baseless and the Respondent has all the data with breakup of maintenance charges and the same was also presented and approved by majority of the owners in the Special General Body Meeting held on6/11/2023 wherein the Complainant was also virtually present.It was furtherstated that the Respondent has deposited the entire corpus collected in banks as Fixed Deposit and the maintenance is carried out by the Respondent by utilizing the interest earned on such fixed deposit and the additional maintenance charges is onaccount of expenses of maintenance being more than the interest amount. It was also stated thatthe amount collected ascorpus fund has not been utilized and the same will be transferred to the society once the same is formed and also the Respondent has all the

accounts and is ready and willing to produce the same as and when directed. it was further submitted that the Complainant appears to be indulging in blame· games as on one hand theefforts of the Respondentsin forming the society is not recognized and when the Respondents togetherwith other allottees formed an adhoc committee for thepurpose of formation of society and for carrying onmaintenance, the Complainant wants to even distancehimself from such committee stating that it has no standingin law and alsowhile the Complainant participated in the general bodymeeting buthas questioned the legality of suchmeeting.It was thus pleaded thatthe Complainant is litigating for no concrete reasons and with no concrete solution and even expects the Respondent to visit each and every allottee and seek theirconsent on formation of society and maintenance and thenaddress concerns of each and every allottee with respectthereof separately and individually. It was further submitted that if such approach isadopted, the formation of the society will remain a distance for want of consensus between the allottees. Further if the Complainant questions the legality of Ad-hoc committee then in such case, all theallottees are required to be made party to the presentcomplaint for seeking their reply and views on both formationof society and maintenance.

22. In view of the above, the Respondent submitted that it has not violated or breached any provisions of RERA, 2016 and the complaint on this count therefore deserves to be dismissed.

23. With regard to the allegation that the Respondent has indulged in unfair trade practices and irregular/fraudulent practices in view of the provisions contained in Section 7 of the Act, the Respondent submitted that the Complainant has failed to state that in what

manner the Respondent has indulged in unfair trade practices and/or irregular and/fraudulent practices. It was further submitted that on account of lack of details, the Respondent is unable to answer the same and further, the said allegation was denied in totality.

24. With regard to the issue of registration of the entire Phase 5 under the Act raised by the Complainant videemail dated 14/3/2024,the Respondent has submitted that it has already filed its detailed reply dated 15/3/2024 inrespect of Complaint dated 15.01.2024 and that no further complaint is maintainable in an already pending complaint particularly without filing of an amendment application. And since the present additional complaint is not in furtherance of the original complaint for this reason alone and also that the Complaint had purchased their flat on 04.02.2019and the present Additional Complaint being made on 13.03.2024is clearly barred by law of limitation particularly when thecomplainant was provided with all the details with regards to therespective flat and all the title documents the complainant only after due diligence haspurchased the said flat .It was thus pleaded that thepresent Additional Complaintbeing time barred deserves to be rejectedand hence the complainantcannot raise any issue with respect to registration of the projectunder RERA, 2016 at this stage.Further submitted that theRERA project under reference is a part of Phase 5 which consists of sector 1 and sector 2. Out of these Phase, building/sector no. 1 and 4 buildings A, B, C& D in Sector 2 were completed and occupancy obtained inrespect of the same on 3 BHK A, B, C, D, buildings OC & Sector 1 OC's and also submitted copies of the occupancy certificate issued by the concerned VillagePanchayatin this regard. The Respondent has further submitted that

building/sector 2 were ongoing on the date when the Act came into effect and registration in respect of the same was obtained. Further submitted that from the aforesaid, it is clear that this Respondent has notviolated/breached any provisions of the Act.

25(i). Referring to the provisions of Section 3 of the Act, it was stated that where real estate project is to be developed in phases, every such phase shall be considered a stand alone real estate project, and the promoter shall obtain registration under the Act, for each phase separately. Further submitted that the position of law being very clear without any scope to interpret otherwise, the Respondent has obtainedRERA registration for each of the building/sector as and when the same were to be constructed and there cannot be any dispute in respect of the same. It was further submitted that the reliance placed by the complainant on the judgment delivered by Hon'ble Tamil Nadu Real Estate Appellate Tribunal (TNREAT) in the matter of "M/s Hiranandani Realtors Pvt. Ltd. v/s Hiranandani Amalfi Owners Association" in Appeal no. 37/2023 dated 6/3/2024 by the complainant is completely misplaced as in the said appeal, the Appellant had challenged the order in respect of handing over of documents, handing over of corpus fund collected, handing over of security deposit, and to carry out their obligation in respect of seepage, structural defects and provision of intercom facility which is very clear in paragraph 1 of the said judgment and it also did not involve any question regards registration under Section 3 of the Act. Further submitted that the passing observations cannot be regarded as order of the Appellate Authority when the interpretation and import of Section 3 of RERA, 2016, was not even the issue before

the Appellate Authority nor there was any order in pursuance of Section 3 of the Act.

25(ii). It was further stated that the in view of the above, the Respondent has not violated or breached any provisions of the Act, and more particularly Section 3 of the Act and the additional complaint thereforedeserves to be dismissed.

26. In respect of prayer of the complainant regarding issuance of additional directions to the Respondent, it was submitted that once a comprehensive complaint with a prayer for directions has been filed and the same having been replied to by the Respondent, no further directions can be prayed separately in rejoinder.

27. Affidavits were filed by both parties along with the documents. Arguments were heard from the complainant appearing in person and from Adv. JitendraSupekarappearing for the respondent.

28. After going through the entire records of the case, the points which come for my determination along with reasons and findings thereon are as follows:-

A. Issues related to formation of Association of allottees, conveyance of common areas and transfer of corpus fund for maintenance etc.

(i) Whether the respondent is liable to set up an association of allottees exclusively for owners of the RERA project and transfer common areas through registered conveyance deed and also transfer RERA project owner's corpus fund to such a body only and not to part it otherwise?

(ii) Whether in view of the entire Phase v having been sanctioned/approved by the TCP as one single project with common areas specified for the entire project; formation of a combined association of allottees of the project registered under the Act and owners of buildings falling in real estate development not registered under the Act, would be in consonance with the provisions of the Act?

(iii) Whether on account of sanction of entire Phase v by TCP as one single project with common areas, open spaces and amenities specified for the entire project and also in view of the promises made in the respective individual sale deeds, all the residents including those of buildings not registered under the Act are equally entitled to all the common areas and amenities?

(iv) Whether the conveyance and transfer of common areas to the Association of allottees only of the project registered under the Act, impinges upon the entitlement to common areas of residents of other buildings of Phase v not registered under the Act, promised to them under their individual sale deed and if so, would it be not in contravention of the relevant provisions of The RE(R&D) Act 2016, the Goa Co-operative Societies Act, The Indian Contract Act, Transfer of Property Act?

(v) Whether the Respondent has not taken any initiative to form an association of allottees exclusively for RERA project as mandated by law and thereby has failed to comply with the provisions Section 11 of the Act?

(vi) Whetherthe choice of Co-op housing maintenance society for formation of owners body is prima facie illegal as it may violate the provisions of sale deed due to its likely negative effect on freehold rights of allottees particularly in view of the alleged restrictions on freehold rights of allottees contemplated under model bylaws now being adopted and further option to modify these bye-laws is not available.

(vii) Whether CHMS is impermissible option legally as it can be formed only for maintenance of residential or commercial building owned by members and not for maintenance of assets not owned by members and further may not be feasible as for conveyance of common areas to CHMS, the Registrar's office has mandated submitting clearance certificate from TCP U/s 49(6) TCP Act.

(viii) Whether by preferringformation of a combined CHMS as association of allottees for the entire phase v and not exploring other legal options for owners body i.e. formation of Section 8 company or a Society under Societies Registration Act 1860, the respondent is deliberately determined to frustrate the provisions of the Act governing setting up of owner's bodies as the respondent and transfer of common areas to to an owner's body so as to retain ownership of the common areas with a view to exploit it in future.

B. Maintenance charges and furnishing of maintenance accounts.

(i) Whether maintenance being charged by the Respondent over and above the interest income from corpus fund is

reasonable- the respondent needs to furnish year wise detailed accounts since inception of the RERA project for maintenance expenses for the RERA block and these need to be examined to ascertain their reasonableness of additional maintenance.

(ii) Whether the respondent is liable to stop charging additional maintenance fee over and above the income from RERA owners corpus fund until detailed audited accounts are furnished and return back additional maintenance charges to owner?

C. Violation of Section 14(2)(ii) of the Act

(i)Whether theRespondent in complete disregard of RERA order No. 3/RERA/ONOING PROJ(28)/2018/113 dated 08/02/2023 has carried out construction as per modified plans without obtaining prior consent from owners.

D. Violation of Section 3 of the Act

(i)Whether the whole of Phase 5 was an on-going project on the day when the Act come into force and the entire phase 5 ought to have been registered by the Promoter with Goa RERA and not just a part of Phase 5, by suppression of facts.

E. Related to unfair trade practices and irregular/ fraudulent practice.

(i) Whether the Respondent has committed unfair trade practices and irregular/ fraudulent practice by falsely representing that its obligations under the sale deeds signed with the non-RERA project owners of buildings A,B, C and D require the respondent to form a

single society for sector 2 and whether Respondent has furnished false certificate of non-encumbrance under section 4.

Analysis and Findings

Point No. A (i),(ii),(iii) & (iv)

29. All the points are taken up together being inter-linked and discussed as follows:-.

The case of the complainant in brief is that in view of the provisions of Section 11(4)(e) and Section 2(d) of the Act, it is evident that a person who is not an allottee in the RERA registered project cannot be a member of the owner's association to be formed for the project registered under the Act and furtherby virtue of the provisions contained in Section 17(1) of the Act and also in sale deed, every allottee in the RERA registered project has an equal undivided right in the common areas of the RERA registered project; this right cannot be diluted by way of formation of a combined association of allottees of the projectregistered under the Act and owners of buildings falling in real estate development not registered under the Act.Also formation of a combined association of allottees would result inmerging of their corpus fund with others whereby RERA units owners' money which was to be utilized for maintenance of the RERA units infrastructure only, would now be available for maintenance of other infrastructure of promoter not covered by the RERA project. On the aspect of formation of a combined association of allottees as well as entitlement of all the residents to all the common areas and amenities etc, in view of the sanction of entire Phase V by TCP as one single project. The complainant submitted that it

is not a case of one large project being registered under RERA with different phases but thatof a single project registered with no additional phases. The complainant further referred to section 2(zn) of the Act (Definition of the term real estate project) to emphasize that sector 2 minus buildings A.,B,C and D is clearly a standalone real estate project and also that Respondent itself has admitted that the RERA Buildings are a stand-alone Project. Also thatmere sanction by TCP does not confer any rights to buyers of property in a project, it only ensures that regulations pertaining to layout and construction are adhered to.Further, in view of section 89 of the Act, the provisions of RE(R&D) Act,2016 would prevail over the provisions of Goa Town and Country Planning Act.

30. In response, the Respondent submitted that the entire Sector 1 and2 is sanctioned/approved by the TCP as one single project with common areas, open spaces and amenities specified for the entire project whereby all the residents are equally entitled to all the common areas and amenities including the complainant herein and merely because the development was done in phased manner that by itself does not makeeach phase singular project under the Act. It was also contended that the Act is very clear on this aspect and singular project and registration of each phase in such project under the Act, does not make such each phase distinct project and it still constitutes one single project irrespective whether the entire project is registered as one single project under the Act, or each phase is registered separately under the Act.The respondent further submitted that it is desirous of forming one Cooperative Maintenance Society since the amenities and open space are common and to be enjoyed by all the purchasers/allottees and in these approved sanctions/plans amenities and open spaces have been

shown based on the area statement of the entire project. It was further submitted that in view of the above, the Complainant cannot insist on bifurcation of formation of society between non-registered phases and RERA registered Phases merely because the project is developed in phased manner and in any case there cannot be any order directing this Respondent toform society of only RERA registered phase and before passing any order in favour of the Complainant, all allottees are required to be made part to the present proceedings as any order by this Hon'ble Authority will be applicable to them as well and may be prejudicial to them and their interest.

31. With Reference to the entitlement of all the residents to all the common areas etc.as per respective individual sale deeds,the complainant has submitted, that property legally promised to one owner group cannot be given to another group without 100% concurrence of the original owner group and any narration in any sale agreement to the contrary is void in law since transfer of the corpus fund and conveyance of common areas can only be done to the standalone association exclusively of RERA allottees as already held by Hon'ble High Courts and RERA authority of other states in several cases. In this context the complainant also submitted that **his** consent at the time of purchase does not affect the operation of or the application of the Act particularly when there was no specific waiver of rights granted by him under the Act. Also, the Act has been enacted to safeguard the interests of the buyers and the respondent cannot take away the rights granted to buyers under the law through wrongly worded agreements which are at variance with the requirements of law.On the issue the Respondent has stated that pertinently, the Complainant in the Sale Deed dated 4/2/2019 has agreed and consented the use of common area amenities by the allottees of other

sectors(nonRERA registered clusters). In this regard, Clause (F) of the Sale Deed was referred to by the Respondent. Further submitted that it clearly negates the case now being argued before this Authority as the Complainant cannot now withdraw his consent or even content otherwise and also the Complainant has purchased his flat with full knowledge and in fact all the information was provided to him by this Respondent.

32. With regard to whether conveyance and transfer of common areas of the projects registered under the Act, to the Association of allottees would impinge upon the entitlement of residents of other buildings to common areas of the Project, the complainant has vehemently argued that conveyance of common areas can only be done to the standalone association exclusively of RERA allottees as already held by Hon'ble High Courts and RERA authority of other states in several cases. Further, the owners of other buildings are not allottees of the RERA project, hence cannot be members of an association of allottees under section 11 (4) of the RERA act and thereby are not entitled to the common areas etc. and further alsostated that as per the provisions of the sale deed, land on which a residential building is constructed is transferred to the buyers of apartments in that building as undivided share of each buyer and the common areas remain the property of the respondent until they are transferred to an owner's body by a registered conveyance deed.It was further emphasized that this has not only been specifically promised in the sale deed but is also required under the Act.

33. In response, the respondent submitted that if for the sake of arguments, the complainant's case is accepted and all common areas and amenities are transferred only to RERA registered phases society, then the

question arises about the entitlement of resident of phases constructed prior to RERA, 2016, coming into effect, are they not entitle to such common areas and also would the Respondent be not in breach of the promises made to them under their individual sale deed with respect to their entitlement to such common areas and amenities and such order will not only be against the very fabric of RERA, 2016, but also in teeth of the Goa Co-operative Societies Act, 2001,Contract Act, Transfer of Property Act.

34. To come to conclusion in respect of these issues, it would be expedient to refer to some of the relevant provisions of the Act at this stage.

Sec 2(d)

"allottee" in relation to a real estate project, means the person to whom a plot, apartment or building, as the case may be, has been allotted, sold (whether as freehold or leasehold) or otherwise transferred by the promoter, and includes the person who subsequently acquires the said allotment through sale, transfer or otherwise but does not include a person to whom such plot, apartment or building, as the case may be, is given on rent;"

Sec 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 apartment, 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;

Further, sec 3(1) mandates prior registration of Real Estate Projects with Real Estate Regulatory Authority and Sec 3(2) lists various categories of such projects where no registration shall be required. The Explanation appended to Sec 3(2) further reads as follows:-

> "For the purpose of this section, where the real estate project is tobe developed in phases, **every such phase shall be considered a stand alone real estate project, and the promoter shall obtain registration under this Act for each phase separately (emphasis supplied).**"

Sec 17(1) provides for as follows:-

"The promoter shall execute a registered conveyance deed in favour of the allottee along with the undivided proportionate title in the common areas to the association of the allottees or the competent authority, as the case may be, and hand over the physical possession of the plot, apartment of building, as the case may be, to the allottees and **the common areas to the association of the allottees or the competent authority, as the case may be, in a real estate project, (emphasis supplied)** and the other title documents pertaining thereto within specified period as per sanctioned plans as provided under the local laws:"

35. A conjoint reading of the above provisions clearly bring out that any project registered under the Act would be a stand alone project be it any phase of the project or the entire project. Further the respondent itself has stated that the project registered under the Act was the only part of the entire development which was ongoing at the time when the provisions of the Act came into force and the remaining development

had already been completed for which the respondent has also submitted the relevant Completion Certificates and Occupancy Certificates issued by competent Authorities. The complainant has also argued on the same lines on this point.

36. Based on the submissions of both the parties and also in view of the above provisions, it is evident that the instant project is a stand alone project and no person other than the allottee can become member of association of allottees for a project registered under the Act and the Promoter is liable to transfer common areas through conveyance deed as well as transfer corpus fund to such a body only.Further, the plea of the Respondent for formation of a combined association of allottees of the project registered under the Act and owners of the buildings on the ground that the project has been sanctioned by TCP as one single project with common areas, open spaced and amenities specified for the entire project; also does not hold wateras respondent has not referred to any provisions of TCP Act to show as to how mere sanction of the Project by TCP as above, supports formation of a combined association of allottees and also entitlement of owners of other building as to the usage of common areas of the project.

37. Thus Point No.A(i) is answered in affirmative and Point No.A(ii) is answered in negative. Further Point No.A(iii) is also not supported on the ground of sanction of TCP (as referred to above) alone. However, this is subject to the observation /finding in succeeding paras where the issue of entitlement of residents/owners of the buildings forming part of the development undertaken prior to the coming into force of the Act, under their respective sale deeds is discussed.

Point No. A(iii)part and Point No. A(iv)

38. Now I proceed to deal with the other aspect relating to Point No. A (iii) as to whether the resident of the buildings falling in the sector 1 and sector 2 which were not registered under the Act are equally entitled to common areas and amenities on the basis of their sale deeds and the Point No. A(iv) relating to whether conveyance and transfer of common areas to Association of Allottees registered under the Act, impinges upon the entitlement to common areas of residents of other building of Phase V.

39. In this regard it would be relevant to note at this stage that while the term "common areas" has been defined under Section 2n, Section 13(2)of the Act stipulates that the particulars of the same has to be specified in the agreement for sale entered between the promoter and allottee. Sec. 13(2) reads as follows:

> "The agreement for sale referred to in sub-section (1) shall be in such form as may be prescribed and shall specify the particulars of development of the project including the construction of building and apartments, along with specifications and internal development works and external development works, the dates and the manner by which payments towards the cost of the apartment, plot or building, as the case may be, are to be made by the allottees and the date on which the possession of the apartment, plot or building is to be handed over, the rates of interest payable by the promoter to the allottee and the allottee to the promoter in case of default, and such other particulars, as may be prescribed."

40. Further Section 17 of the Act mandates that the promoter shall execute a registered conveyance deed in favour of the allottee along

with the undivided proportionate title in the common areas to the association of the allottees in a real estate project.

It would also be relevant to refer to the provisions of Section 17 and Section 88 of the Act which read as under:-

Sec88.

Application of other laws not barred.-The provisions of this Act shall be in addition to, and not in derogation of, the provisions of any other law for the time being in force.

41. It is further observed that while the complainant has on the one hand relied upon the sale deed to support his contentions as to the undivided proportionate share to the land appurtenantto his apartmentas well as freehold rights of the property allotted and further has also not opposed his entitlement to common areas falling in other sectors including the common access road, internal roads and other facilitiesbut is objecting the provisions the same saledeed with regardto the entitlement of the common areas of theowners of the buildings of Phase V not registered under the Act.As the particulars of the "common areas" are to be specified in the agreement for sale,the common areas including its usage in the present case would have to be construedas per Deed of transfer, sale and conveyance made on 04-02-2019 between the Promoter and Mr. Parvesh Puri as elaborated in its various clauses and also in the Annexures there to besides the approvals granted and plans sanctioned by the competent Authorities.

42. Further Section 17 of the Act mandates that the promoter shall execute a registered conveyance deed in favour of the allottee along with the undivided proportionate title in the common areas to the association of the allottees in a real estate project.

It is further noted that the respondent has in his submissions stated that it is aware of its responsibilities and has unequivocally stated that it undertakes to transfer the common areas in favour of the owner's body and also transfer all the corpus funds collected to such body.

43. That being the case and also keeping in view the provisions of Section 88 of the Act referred to hereinabove, I am inclined to infer that the description including rights of usage of common areasby the allottees would be construed as per Deed of transfer, sale and conveyance executed between the promoter and the allottee besides approvals granted and plans sanctioned by the competent Authorities and would further be subject to compliance of section 17 of the Act which requires the promoter to execute a registered conveyance deed in favour of the allottee along with the undivided proportionate title in the common areas to the association of allottees. The Point No.A(iii)Part and A(iv) are answered accordingly.

Point No.A(v)

44. Perusal of the record submitted by the respondent reveals that some efforts to form a group/body of buyers/ allottees to resolve the issues pertaining to Phase V were made way back in 2018. The respondent has submitted a copy of an email dated 11-09-2018 in this regard.Further some more emails were also submitted by the respondents which show that the

efforts to form a cooperative society or an alternative to forman association of allottees/ owner have been there since January 2022. However, there is nothing on record which indicates that there has been an initiative to form an association of allottes exclusively for the project registered under this Act. The minutes of the two meetings of the allottee to deliberate on the issue of the formation of association of allottees/ owners held on 06.11.2023 and 05.04.2024 respectively reveal that the meeting held on 06.11.2023 wasconvened to form a combined body of allottees/ owners for entire phase v and the later meeting held on 05.04.2024 was convened to form a combined body of allottees/ owners for sector 2 which also includes project registered under RERA apart from other buildings which are not registered under the Act. The respondent while opposing the formation of separate associations of allottees for the owners of the other buildings of Phase V not registered under the Act and the project registered under the Act, has further sought to justify the formation of the combined society for the entire phase on the ground that the entire Phase V was sanctioned by TCP as one single project with common areas, open spaced and amenities specified on the basis of project area of the entire Phase V.

45. In view of what has been noted herein above, it is apparent that the promoter has infact not taken any initiative to enable formation of an association of allottees exclusively for the project registered under the Act and was on the contrary trying to enable formation of a combined CHMS for the entire

Phase V initially and later for Sector 2 (inclusive of the project registered under the Act). However, it is apparent that allottee/owners of properties of various sectors/block has been participating in the process and there is nothing on the record that any specific request for convening a meeting of the allottees of the project registered under the Act was made to promoter. Further, the complainant has also not stated that any such request either by him alone or by the allottees or any of the allottees was made.

46. It is noted that the term "associations of allottees has neither been defined under the Act nor under the Rules, 2017". However, Section 11(4)(e) and Section 19(9) deals with the formation of "association of allottees" and read as follows:-

Section 11(4)(e)

enable the formation of an association or society or co-operative society, as the case may be, of the allottees, or a federation of the same, under the laws applicable:

Provided that in the absence of local laws, the association of allottees, by whatever name called, shall be formed within a period of three months of the majority of allottees having booked their plot or apartment or building, as the case may be, in the project;

Section 19(9)

Every allottee of the apartment, plot or building as the case may be, shall participate towards the formation of an association or society or cooperative society of the allottees, or a federation of the same.

47. A bare perusal of Section 11(4) (e) and Section 19(9) of the Act would reveal that while the promoter is under a duty to enable the

formation of an Association or society or co-operative society or a federation of the same, every allottee is also duty bound to participate toward the formation of such a body. Even otherwise, an association or society or cooperative society, as the case may be, of the allottees or a federation of the same under the laws applicable; can only be formed at the instance of the members eligible for the purpose. As for formation of any such body, the member/ allottees desirous of constituting such a body have to apply for the same and before making such an application, they are supposed to make a decision in this regard. Thus the decision as to what kind of association of aloottees would be formed, is to be taken by the allottees only.The complainant has also alleged that since the association of allottees could not be formed within the prescribed time of three months which as per the version of the complainant happened two years ago, the promoter has violated the provisions of section 11 of the Act. In this regard it is noted that firstly the concerned proviso is applicable in the absence of local laws, and further while the promoter has brought on record some emails to show that the deliberation/ discussions with the stakeholders to form the association have been ongoing since long. Respondent has also submitted an email dated 25.03.2022 referring to some email of dated 06.01.2022 on the subject of formation of cooperative housing maintenance society besides copies of few other similar emails. The complainant has however placed nothing on record to support his contentions except making a statement that the majority of allottees had booked their units in the project some two years ago. In view of the above discussion this does not appear to be a case of violation of section 11(4) (e) of the Act on the part of the respondent and as such the point no. A(v) is answered in negative.

48. While dealing with Point no. A (i) and (ii), it has already been held that the instant project is a stand alone project and also in view of the provision of the Act referred, no person other than the allottee can become member of association of allottees for a project registered under the Act and the Promoter is liable to transfer common areas through conveyance deed as well as transfer corpus fund to such a body only. Further while deliberating upon the issues relating to point no. A(v), it was observed that an association or society or cooperative society, as the case may be, of the allottees or a federation of the same under the laws applicable; can only be formed at the instance of the members eligible for the purpose. As for formation of any such body, the member/ allottees desirous of constituting such a body have to apply for the same and before making such an application, they are suppose to make a decision in this regard, thus the decision as to what kind of association of aloottees would be formed, is to be taken by the allottees only. any association of allottees in the manner as prescribed under the Act can only be formed at the instance of the eligible members for that body as prescribed under the relevant statute pertaining to such a body.

Point No.A(vi) A(vii)

49. In brief, the plea of the complainant in this regard is thatthe properties sold by the Respondent to buyers through sale deed are on a freehold basis and there are no restrictions on the right to sell the property or on the right to rent out the properties except that the property be used for residential purposes. However, the CHMS being proposed to be formed now by the respondent has byelaws (model bye laws) which are in direct conflict with the terms of our registered sales deed as they impose various restrictions on the freehold rights granted to the owners i.e.permission is required from the society for sale of or giving property

on rent which can take three months to give permission and Society can also ask for a share in the rent or sale proceeds before giving permission {by laws 7(g)&(h),32(a),35IIand49(c)}. Further, Society can enter premises of a member/allottee in his absence and without his permission {by laws 39(c)} and also his membership (and enjoyment of common areas) can be revoked by the Society {by laws 42(a)}. Further as per the latest rules notified by the Goa govt., these model bye laws have to be compulsorily adopted for any CHMS being formed and no changes in byelaws are allowed even after registration.Also as per the sale deed, the owner's body is to be formed only for the purposes of maintenance of the common areas and for transfer of common areas to it and there is no scope for such a body to interfere in our enjoyment and use of the properties purchased by us from the respondent.It was further submitted that section 102 of the Goa coop societies Act confines a Cooperative Housing Maintenance Society (CHMS) to properties owned by the members and confines itself to residential and commercial units and since both conditions are not obtaining in the present case, the present proposal being for maintenance of properties (clubhouses, internal roads, boundary wall and parks etc.) which are not owned by members but are owned by GRECPL, and the properties proposed to be maintained are neither residential units nor commercial units; formation of CHMS would also be in violation of section 102 of the Goa cooperative societies Act.

50. The point No.A(vi) and A(vii) are apparently raised by the complainants on the basis of the limited information. As far as Point No. A(vi) is concerned the argument of complainant that the choice of CHMS for formation of association of allottees is

prima facie illegal is based on the model bye laws which is assessed athttps://www.coopgoa.gov.in/Download/Bye-Laws-Housing-Maintenance.pdf. In this regard Notification No. 42/2/2001/TS/RCS(Suppl.) dated 22-06-2023 was referred to. As per the said notification Model bye laws mean the byelaw prescribed as Model bye laws under Goa Co operativeSociety Rule 2003 (fourth amendment). As neither any model bye laws for CHMS prescribed under the said rules were available at the website of Registrar of Co- operative Societies, Goa (RCS) nor any notification /order vide which the said 'Model bye-laws' were prescribed and notified or circulated, RCS was requested for clarifications as below:

1. Whether any "Model bye-laws" for Co operative Housing Maintenance Society (as defined under Section 102 (i) of Goa Co operative Societies Act, 2001) have been prescribed and notified so far? If so, a copy of relevant notification/ order/ circular enclosing therewith a copy of the prescribed 'Model Bye-laws' for Co operative Housing Maintenance Societies may kindly be provided.
2. In case, no 'Model Bye-laws' have been prescribed and notified so far by the Registrar of Co operative Societies, kindly specify the provision of Goa Co operative Societies Act, 2001 and rules made there under presently governing framing of Bye-laws for the Co operative Housing Maintenance Societies.

51. In response, Registrar of Co operative Societies, Goa informed that "no such model bye-laws are notified by this department. The model bye-laws prescribed by the Goa State Co operative Housing Finance Federation Ltd., are being adopted by the Co operative Housing Societies. These bye-laws are verified/ scrutinized by the Department

with reference to the provision of the Goa Co operative Societies Act, 2001 and Rules, 2003 are registered and notified as the first bye-laws of the society."

52. It is noted that the whole argument of the complainant on the issue is premised on the basis of some model bye-laws prescribed by the Goa State Cooperative Housing Finance Federation Limited which places restrictions on freehold rights as noted hereinabove and are being generally adopted by the cooperative societies. Hoeever, Registrar Cooperative Societies, Goa has now clarified that no such Model bye-laws are notified by his department and the proposal for registration of cooperative societies with the bye-laws are verified and / scrutinized with reference to the provisions of Goa Cooperative Societies Act, 2001 and Rules 2003.

53. Evidently, this issuecannot be deliberated any further being raised upon an assumption that the said model bye-laws referred to by the complainantwere the bye-laws prescribed by the Registrar.

54. Further Section 102 of the Goa Co operative Societies Act referred to by the complainant needs to be appreciated in proper perspective as Section 102 provides for definitión of various terms under the Chapter XI of the said Act "Special provision for Co operative Housing Societies". Further Section 102(e) read as under:-

> 102(e) "co-operative housing society" means a society—
>
> (i) registered or deemed to be registered as a co-operative housing society under any law relating to co-operative societies in force in the State of Goa;

(ii) **the principal object of which is** to provide its members open plots, dwelling units or commercial units (whether in a multi-storeyed building or otherwise) and in case where open plots or dwelling units are already acquired, **to provide its members common amenities and services and includes a co-ownership housing society, co-partnership housing society, co-operative housing maintenance society,** and any other co-operative society of like nature and purpose;(emphasis supplied)

55. Further Section 102(i) defines CHMS as under:

"Co-operative housing maintenance society" means a society formed by the owners of dwelling units or commercial units in a building for the purpose of maintenance of the building and provision of common amenities;

56. A bare perusal of the above provisions would clearly indicate that the contention of the complainant as to the proposed CHMS being violative of Section 102 of the said Act does not appear to be tenable. Further, the literal meaning of both the provisions that is Section 102 (e) & 102(i) prima facie do not support the version of the complainant as to ownership of common areas presently being with the promoter since the ownership of common areas would naturally lie with promoter till it is transferred to the association of allottees. The issue regarding uncertainty in obtaining of clearance certificate from TCP under Section 49(6) of TCP Act at this stage is presumptive and at best an apprehension on the part of the complainant.

57. In view of the above, various arguments advanced by the complainant to say that the proposed by laws are restrictive qua the freehold rights or

formation of CHMS is violative of Sec 102 & the Goa Coop Societies Act, do not appear to be tenable.

Point No.A(viii)

58. The record of the case particularly various emails submitted by the respondent and also the minutes of the meetings dated 06-11-2023 and 05-04-2024 reveals that though the respondent has taken initiative for formation of CHMS but the same has been deliberated in details with owner allottee of different properties in the Phase V or Sector 2 and there is nothing on record that the formation of CHMS being pursued by the promoter in consultation with the owners/ allottees of various properties of Phase V or Sector 2 was being done with a view to avoid transfer of common areas to the owners body and retain the same with a view to exploit it in the future. The respondent though has sought to argue for formation of single CHMS for entire Phase V on the ground of sanction of the entire Phase V as single project with common areas, open spaces and amenities specified for the entire project where by all the residents become equally entitled to all the common areas and amenities including the complainant, but has unequivocally stated that it undertakes to transfer the common areas in favour of the owner's body and also transfer all the corpus funds collected to such body.

59. In view of the above, the apprehension of the claimant in the absence of any material to support the same, does not appear tenable and it is held accordingly.

B. Maintenance charges and furnishing of maintenance accounts.

Point No. B (i) & (ii)

60. Both points being interrelated are taken up together. The case of the complainant is that the interest from the corpus fund which is large amount collected from each owner at the time of sale of the apartments - @ Rs. 500 per sq. ft.was to take care of all the maintenance till the association of allottees is formed as communicated at the time of sale of the apartments. Alleging violation of Section 11(4) (d) of the Act, the complainant further stated that the respondent is charging additional charges (over and above the interest from corpus fund) for the maintenance services and the amount is not reasonable as provided under the law. The complainant has further submitted thatthe RERA project owners have not received a single audited statement of maintenance accounts of the RERA project from inception to which allottees are entitled to. Responding to the claim of respondent that all the data of maintenance charges with breakup thereof was presented and approved by majority of the owners in the Special General Body Meeting held on6/11/2023 also attended by the Complainant virtually, it has submitted that the Respondent has again tried to mislead the RERA authority by claiming that the requirements of law have been met by the respondent by circulating the accounts of the entire Phase 5 and not the RERA project accounts nor have they been uploaded on the RERA website at frequent intervals as prescribed under the Act. Further only around 100 owners across Phase 5 attended the special general body meeting out of which only a small fraction was from the RERA project.It was also averted that any decisions taken by such a group are not binding upon the RERA project owners as it has no legal validity. It was further submitted that since the respondent needs to furnish year wise detailed accounts since inception of the RERA project for maintenance expenses for the RERA block and these need to be examined to ascertain their reasonableness of additional maintenance; no additional maintenance be charged by the respondent for the RERA blocks until this is done and the additional maintenance charged till date be returned back to the owners.

61. In this regard, the respondent has submittedthat the allegations are false and baseless and that the Respondent has deposited the entire corpus

collected in banks as Fixed Deposit and the maintenance is carried out by the Respondent by utilizing the interest earned on such fixed deposit and the additional maintenance charges is onaccount of expenses of maintenance being more than the interest amount. It was also stated thatthe amount collected ascorpus fund has not been utilized and the same will be transferred to the society once the same is formed and also the Respondent has all the accounts and is ready and willing to produce the same as and when directed. It was further submitted that none of the 131 number of allottees(under RERA registered project) have approached this Authority complaining about the charging additional maintenance charges. It was also stated that Complainant appears to be indulging in blame games as on one hand the efforts of the Respondentsin forming the society is not recognized and when the Respondents togetherwith other allottees formed an adhoc committee for thepurpose of formation of society and for carrying onmaintenance, the Complainant wants to even distancehimself from such committee stating that it has no standingin law despite the fact that the Complainant participated in the process.

62. In this regard it would be helpful to refer to Clause G (page 10 of deed of transfer, sale and conveyance) executed between the promoter respondent and Mr. ParveshPuri the complainant. Clause G reads as follows:-

> "The Transferees have at the time of execution of this Deed of Sale Conveyance deposited a sum of Rs. 5000/- (Rupees Five Thousand Only) towards organization and registration of the said welfare society of all the residential premise holders in the said Development "Aldeia de Goa" and an amount of Rs. 500/- (

Rupees Five Hundred only) per sq. ft. of built up area of the residential unit purchased hereunder as and by way of interest free deposit as Corpus Fund amounting to Rs. 5,61,000/- (Rupees Five Lacs Sixty One Thousand only) vide Cheque No. 173600 drawn on ICICI Bank, New Delhi- 110049, for defraying expenses towards cost and of maintenance, repairs replacement of the said common access and right of way/ internal roads and repairs/ replacement/ maintenance of other common layout amenities and areas and security within the said Larger Property, the account whereof would be given to said Apex Society of all sub societies of all phases within said larger property. The transferors hereby confirm having received the above sums and the same being transferrable to the extent as may be the balance to the Transferees of said premises described hereafter and which is sold and conveyed to the Transferees in manner as set out herein."

63. From the perusal of clause G of the Deed of Transfer, Sale and Conveyance, it is evident that the amount contributed by the buyer allotteetowards corpus fund was for defraying expenses for maintenance charges and the account thereof were promised to be given to the Apex society of all sub societies. Further there is no mention for levy of additional maintenance charges and also the manner in which such additional charges would be worked out. Admittedly, the complainant while alleging that the additional charges for maintenance services were not reasonable; has not provided any details to support his contentions but he has been fairly reasonable in asking for year wise detailed accountsof maintenance expenses for the RERA block so that these could be examined to ascertain the reasonableness of additional

maintenance. The complainant has further requested that no additional maintenance be charged by the respondent for the RERA blocks until this is done and further that the additional maintenance charges till date be returned to owners.The averments made by the complainant as to exorbitant maintenance charges are in the absence of submission of any details in support of the maintenance charges being exorbitant or unreasonable; do not hold water particularly when the complainant is seeking year wise detailed accounts for the project registered under the Act to ascertain reasonableness of the additional maintenance charges. It is further relevant to note that the respondent in his submission made during the course of the proceedings has stated that it has all the accounts and is willing to produce the same as and when directed. The complainant has also alleged that the respondent has failed to upload the requisite statement of accounts at the RERA website at the prescribed intervals. At this stage it needs to appreciated that the promoter is duty bound to submit annual report on statement of accounts certified and signed by chartered Accountant in prescribed format, separately for every financial year, on the promoter's Goa RERA webpage. The record reveals that the promoter has filed the said annual report on statement of accounts regularly since the year 2019-2020 upto 2022-2023.

C. Violation of Section 14(2)(ii) of the Act

64. In support of his contention, the complainant submitted a copy of GRECPL newsletter dated "06/09/2023" stating that the construction work has "already started" for the 3rd modified plan cluster of OPQR building and ABC 3 villas and is progressing as per schedule. The complainant further submitted that this was GRECPL first and only announcement to owners that there has been a change in layout and plan

for the project and from the dates it is clear that GRECPL have not got prior 2/3rd approval from all the owners and gone ahead with the construction and have made drastic changes in building plans of cluster 3. Questioning the validity of consent letters submitted by the Respondent, the complainant stated that the same should have been notarized and submitted to RERA, for authentication and verification instead of unsubstantiated emails.

65. It was further submitted that the respondent should be directed to stop further construction and to restore the original layout plan and demolish the illegal structures as per the principle laid down by the Supreme Court in case of Supertech Towers, Noida. With regard to submission of the respondent that the complainant though relied on the order dated 08.02.2023 but has failed to bring on record the order dated 16.02.2024 whereby the Authority has permitted the Respondent to make correction/changes to the approved plans and the said order dated 16.02.2024 for want of challenge has attained finality; the complainant denied that it has suppressed any material facts by not referring to order dated. 16/02/2024 passed by the Authority as the same was passed after filing of the online complaint dtd 29-01-2024 and that the order passed by RERA on 16.02.2024 remained unchallenged because owners were not made a party to it and have not been informed by anyone about it. Further, the application of the respondent filed with RERA though did not mention the pendency of this complaint but the order clearly states that it issubjectto and without prejudice to the rights of allottees/ buyers.

66. The Respondent on the other handsubmitted that it had initially filed Application dated 14/7/2022 with the Authority for correction in the development details in Project "Phase V, Sector 2 apartments" and upon rejection of the said Application by the Authority vide its order dated

8/2/2023, the Respondent preferred Appeal against the said order before the Appellate Authority and during the pendency of the Appeal, it obtained consent of 2/3rd allottees/owners as per the procedure prescribed under the Section 14 of the Act and 82 allottees/owners out of the total allotment of 111 (74%) which is more than 2/3rd allottees, expressly gave consent to the Respondent to make changes. Further the said Appeal was withdrawn on 10/01/2024 and the Respondent in terms of the consent received, filed an Application before the Authority for approval and the same came to be granted vide Order dated 16/02/2024.

67. The Respondent further also has submitted that the Appellant registered the Project in question consisting of 03 Clusters bearing No. PRGO03180177 with the Authority on 22nd March 2018 and thus Cluster 3 was always proposed and disclosed to Allotees of Cluster 1 and Cluster 2 where the Complainant is an allottee. Further, the original Cluster 3 consisted of 128 Units and the present Cluster 3 consists of only 19 units whereby the density of the project is substantially reduced which is clearly beneficial to the Allottees of Cluster 1 and Cluster 2, by reducing the burden on the common areas, facilities, amenities and infrastructure. It was further denied that drastic changes have been made by the Respondent in the layout plan as there is no real change in the sanctioned layout since the Cluster 3 is in the same location as was originally proposed and this is also not a case where open space shown in the layout is now being used for construction of buildings. Further, common areas of the entire project as registered (all 3 Clusters) have been completed and the construction of Cluster 1 &2 is also completed.It was further submitted that the Respondent has not violated the provisions of Section 14 by commencing the construction without obtaining consents.It was further averred that the reference to the

judgment of the Hon. Supreme Court in the matter of Supertech Noida by the Complainant, at the very outset, is completely misplaced and has no application to the present case at hand as the present case is not in relation to violation of planning norms/regulations.

68. Evidently matter has already been considered by this Authority vide order dated 08.02.2023 and further vide its order dated 16.02.2024.

The Authority vide its order dated 08/02/2023 held as follows:-

> "If any major changes or alteration are taking place in the project, the written consent of 2/3rd allottees of the project must be taken and without the said modifications/major changes in the project cannot be permitted. The applicant has failed to submit the said consent of 2/3rd allottees. In view of the above observations, the application dated 14/07/2022 is not tenable and the same is rejected."

69. During the pendency of the Appeal, preferred against order dated 08.02.2023, the promoter filed another application dated 13/11/2023 stating that they have received the written consent of 82 allottees out of 111 allottees granting them consent to change the layout and building plans of Cluster 3 and requesting Goa RERA to permit them to submit the revised building and layout plans on the portal in accordance with Section 14(2)(ii) of the RERA Act without prejudice to the pending appeal.The Goa RERA deliberated on the said application in its meeting and it was conveyed to the promoter that "in view of the pending Appeal filed by Goan Real Estate and Construction Private Limited before Maharashtra Real Estate Appellate Tribunal and since matter is Sub-judice before the Appellate Tribunal the said application cannot be allowed at this stage". • On 29.01.2024, the Promoter filed another

application stating it has withdrawn the Appeal and requested for consideration of its application dated 13.11.2023.The Goa RERA deliberated on the said application and it was decided that, In view of the Order dated 18/01/2024 passed by the Hon'ble Maharashtra Real Estate Appellate Tribunal in Appeal No. G-01/23, and since the said Appeal has been withdrawn, the promoter be directed to file an Affidavit stating that, during the pendency of the Appeal the promoter has received written consent of at least two third of the Allottees, other than the promoter, as required under Section 14(2)(ii) of the RERA Act and also that the individual consent letters being furnished/ placed before the Authority have been issued by and obtained from each of such allottees who were duly apprised of the details of the matter in question.

70. The Goa RERA vide its order dated 16.02.2024 observed and held as follows:-

> "On 03/02/2024 the promoter filed an application accompanied with an affidavit stating that the individual consent letters that have been furnished /placed before the Authority along with Application dated 13/11/2024 have been issued by and obtained from each of such allottees after sharing layout plans and informing them the benefits to the project and that the relevant extract of the written consent reads as below:-
>
> "We are in receipt of the news letter dated 06/09/2023 in respect of our Project Aldeia De Goa Phase V Sector 2 Apartments(PRGO03180177). We have seen and understood the proposed revision and we hereby give our consent to the developer for proposal revised layout the reduction of the units in Cluster 3

to 19 units. We have also noted the reduction in height and number of units which enhance the air and ventilation and reduced the burden of infrastructure."

That the above extracted language unambiguously acknowledges that the allottee is fully aware of the changes proposed.

The Goa RERA discussed in detail the contents of the Affidavit filed by the promoter and decided to allow the said application of the promoter without prejudice to the rights of the allottees/buyers."

71. It is further relevant to add that all the orders passed by the Authority are published at the website of Goa RERA for wider dissemination of the same and the order dated 08.02.2023 as well as 16.02.2024 were also accordingly published at the website of Goa RERA.

72. It is further observed that the complainant has though questioned the validity of the consent letters as these were through emails and were not notarized but failed to mention name of even a single buyer whose consent was obtained under some misconception or compulsion. Further the Authority has also not received any reference from any of the allottee who has given consent letters to the promoter, either revoking or modifying his consent letter.It is relevant to add here that Section 14(2)(ii) mandates the Promoter to obtain the consent of at least 2/3rdallottees which the promoter in this case did. Since these were through emails, the Authority directed the promoter to file affidavit stating that the individual consent letters being furnished/ placed before the Authority have been issued by and obtained from each of such allottees who were duly apprised of the details of the matter in questionbefore allowing his application. The complainant though has mentioned that the Authority vide order dtd 16.02.2024 allowed the said

application of the promoter without prejudice to the rights of the allottees/buyersbut has not averred that any prejudice was caused to him or alleged any specific violation of his rights.

73. It is further noted that the complainant while referring to the principle laid down by the Hon'ble Supreme Court in case of Supertech Towers, Noida; has not clarified as to the application of the same to the factual matrix of the present case while the respondent has vehemently opposed the same stating thatthe reference to the judgment of the Hon. Supreme Court in the matter of Supertech Noida by the Complainant, has no application to the present case the present case is not in relation to violation of planning norms/regulations.

74. In view of the facts and circumstances of the case as noted hereinaboveas well as Goa RERA order dated 16.02.2024 vide which the application of the Promoterto submit the revised building and layout plans was allowed; the matter requires no further consideration or directions at this stage and point no.C (i) is disposed off accordingly.

D. Violation of Section 3 of the Act

75. The complainant while raising this issue through additional complaint, has stressed that since all of Phase 5 which consists of sector 1 and sector 2 is still an ongoing project with many common facilities to both sectors like - common road, security, water treatment plant, sewage treatment etc. Phase 5 was started much before the RERA act was promulgated but despite the fact, sector 1 and A-D blocks of sector 2 of Phase 5 are not registered under RERA by the promoter. Further also

submitted that it has repeatedly been claimed by the respondent that the entire Phase 5 is a single ongoing project as the same has been sanctioned by the TCP Department as one project and the respondent though has submitted the Occupancy Certificate (OC) for non-RERA Sector1 and non-RERA A, B, C, D blocks but has failed to submit the Completion Certificate(CC) for both non RERA Sector 1 and A,B,C,D blocks and as per the RERA act both OC and CC need to be in place for a completed project.In support of his contentions, the complainant initially submitted a copy of orders dated 06.03.2024 (Appeal No. 37 of 2023) issued by Real Estate Appellate Tribunal, Tamil Nadu in the Hiranandani Realtors case and later on a copy of the order dated 09/12/2020 (C.No.417 of 2019) issued by the Hon'ble Tamil Nadu Real Estate Regulatory Authority (TN RERA) in the complaint case filed by Serene Rose Residents Welfare Association, Coimbatore.

76. Stating that additional complainant was not maintainable being time barred and also not in furtherance of on-going complaint, the respondent submitted that the Complainant had purchased their flat on 04.02.2019and the present Additional Complaint being made on 13.03.2024is clearly barred by law of limitation particularly when thecomplainant was provided with all the details and all the title documents with regards to therespective flat and the complainant only after due diligence haspurchased the said flat;thecomplainantcannot raise any issue with respect to registration of the projectunder RERA, 2016 at this stage.Further submitted that theRERA project under reference is a part of Phase 5 which consists of sector 1 and sector 2 and of these Phase, building/sector no. 1 and 4 buildings A, B, C& D in Sector 2 were completed and occupancy obtained inrespect of the same on and submitted copies of the occupancy certificate thereafter also the

completion certificate in respect of these buildings. The Respondent has further submitted that building/sector 2 were ongoing on the date when the Act came into effect and registration in respect of the same was obtained and thereby it is clear that the Respondent has notviolated/breached any provisions of the Act.

77. It was further stated that as per the provisions of Section 3 of the Actwhere real estate project is to be developed in phases, every such phase shall be considered a stand alone real estate projectand the promoter shall obtain registration under the Act, for each phase separately. Further submitted that the position of law being very clear without any scope to interpret otherwise, the Respondent has obtainedRERA registration for each of the building/sector as and when the same were to be constructed and there cannot be any dispute in respect of the same. It was further submitted that the reliance placed by the complainant on the judgment delivered by Hon'ble Tamil Nadu Real Estate Appellate Tribunal (TNREAT) in the matter of "M/s Hiranandani Realtors Pvt. Ltd. v/s HiranandaniAmalfi Owners Association" in Appeal no. 37/2023 dated 6/3/2024 by the complainant is completely misplaced as in the said appeal, the Appellant had challenged the order in respect of handing over of documents, handing over of corpus fund collected, handing over of security deposit, and to carry out their obligation in respect of seepage, structural defects and provision of intercom facility which is very clear in paragraph 1 of the said judgment and it also did not involve any question regards registration under Section 3 of the Act. Further submitted that the passing observations cannot be regarded as order of the Appellate Authority when the interpretation and import of Section 3 of RERA, 2016, was not even the

issue before the Appellate Authority nor there was any order in pursuance of Section 3 of the Act.

78. To come to a conclusion on the issue in question, the relevant provisions of the Act and rules made there under needs to be referred to. Section 3(1) of the Act mandates prior registration of real estate projects with the Authority including the on-going projects. Section 3(2) of the Act provides exception for certain real estate projects including those where the promoter has received completion certificate for a real estate project prior to the commencement of the Act. Further Rule 4 (1) 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**readsas follows:-

> "4. Disclosure by promoter of ongoing real estate project.— (1) The promoter of an ongoing real estate project, for which completion certificate as provided by first proviso to sub-section (1) of section 3 has not been received shall submit application for registration of such project not later than three months from the date of commencement of these Rules.
>
> Explanation.— The term "completion certificate" means such certificate, by whatever name called, which is issued by the competent authority under the provisions of the Goa Land Development and Building Construction Regulations, 2010, or any other law for the time being in force, after completion of real estate project."

79. Further, the completion certificate under the provisions of the Goa Land Development and Building Construction Regulations, 2010, is defined as follows:-

"Completion Certificate means a certificate issued to confirm that the development 11 (either part or full) has been completed as per the permission granted."

80. Evidently,the legislative intent is to bring all projects including the ongoingprojectswhere completion certificate has not been issued,underthe fold of theAct. Further those category of projects mentioned under Section 3(2)including the projectswhere completion certificate has been issued, need not be registered under the Act. Therefore whether the project is on-going or not has to be distinguished on the basis of Section 3(2)(b) of the Act which states that where the promoter has received completion certificate for a real estate project prior to commencement of the Act notwithstanding anything contained in sub-section (1), no registration of real estate project is required and the project shall not be 'on-going' project. Also, Section 4(2) (d) of the Act provides for such situations where any real estate development was commenced and a part of the same was completed prior to the Act coming into force and the remaining was at ongoing stage on the day the Act came into force. Section 4(2) (d) reads as follows:-

> "the sanctioned plan, layout plan and specifications of the proposed project or the phase thereof, and the whole project as sanctioned by the competent authority;"

Thus from the above, it is clear thatpart of thereal estate development which was completed prior to the Act coming into force and acompletion certificate to the effect was obtained from the concerned competent authority, was not required to be registered under the Act.

81. In the context of the claim of the complainant a report on the issue was accordingly sought from the technical section of the Authority as to

whether the entire phase V (sector1 &2) was an ongoing project at the time of registration of cluster 1, 2 & 3 of Sector 2 Phase V (RERA registration no. PRGO03180177) since it has been alleged that the remaining part of the project was still incomplete and ongoing.The concluding part of the report submitted jointly by Technical Officer and Planning Assistant,reads as under:-

> "We have carefully gone through the Sanctioned plan submitted by the promoter at the time of registration of the project with reg. no. PRGO03180177 showing the details of the project sought to be registered under RERA Goa and also the remaining part of the project claimed to have been completed before the Act came into force as well as the Completion certificates and Occupancy certificates detailed above. Based on the records submitted by the promoter, it is clear that the various parts of the project which were not registered with RERA Goa were completed as per the details of completion certificates and occupancy certificates submitted above during the period from 2009 to 2016. It is further clarified that none of the Completion certificate or Occupancy certificate submitted by the promoter and noted in this report is either provisional or subject to any conditions indicating any part development or deficiency, etc.
> It is thus certified that the part of the project except which was registered under RERA 'Phase V Sector 2 Apartment' was completed before the provisions of Real Estate (Regulation & Development) Act, came into force i.e. on 01/05/2017 and was thus not required to be registered under the Act."

82. Further the complainant in support of his averments, initially submitteda copy of orders dated 06.03.2024 (Appeal No. 37 of 2023) issued by Real

Estate Appellate Tribunal, Tamil Nadu (TNREAT) in the Hiranandani Realtors case and later on a copy of the order dated 09/12/2020 (C.No.417 of 2019) issued by the Hon'ble Tamil Nadu Real Estate Regulatory Authority (TN RERA) in the complaint case filed by Serene Rose Residents Welfare Association, Coimbatore.

83. In Hiranandani Case, TNREAT taking note of the reliefs sought by the complainant which inter alia included providing of access road, car parking as per approved plan and also visitors car parking as well as the statement of the counsel of the Promoter that the project was still an onging project, noted that since the promoter has not completed the project; the same is ongoing project and should have been registered as single real estate project under Section 3 of the Act but did not issue any specific direction on this aspect. Further the perusal of the said order does not reveal whether completion certificate and occupancy certificate were issued in respect of the project under consideration. With regard to order dated 09/12/2020 (C.No.417 of 2019) issued by TN RERA in the complaint case filed by Serene Rose Residents Welfare Association, Coimbatore, it needs to be noted that in the para 2 of the order itself the Authority noted that the completion certificate for the project is still pending.

84. The some and substance of the averments made by the complainant in this regard are that the project be treated as ongoing since it was sanctioned by TCP as one project and part of the same was still ongoing on the day of the Act coming into forceand also the promoter had only submitted the occupancy certificate (OC) in respect of non registered development and has failed to submit the completion certificate (CC). As noted hereinabove, the record reveals that except the part of the development registered under the Act, the respondent promoter has

submitted the completion certificate and occupancy certificate for the same which were also verified by the technical section of the Authority and it is evident that the remaining part of the project was completed before the provisions of the Act came into force on 01.05.2017. The technical section has further clarified that none of the completion certificate or occupancy certificate submitted by the promoter for the development not registered under RERA were either provisional or subject to any conditions indicating any part development or deficiency etc.

85. The two cases as noted hereinabove, relied upon by the complainant also do not support the contentions of the complainant in as much as in one case (TN RERA C. N. 417 of 2019) the completion certificate was still pending and perusal of the other case TN REAT Appeal no 37 of 2023) perusal of the order does not reveal whether completion certificate were issued in respect of the project under consideration. Further in both cases, the complainant alleged and substantiated that quite a few works which were of common nature were yet not completed and were still in progress (at ongoing stage) whereas nothing of this nature has been alleged in the instant case. In view of the facts and details noted above, it is evident that both the conditions are not obtaining in this stage accordingly there are no directions called for on the issue hence this issue is answered in the negative.

E. Related to unfair trade practices and irregular/ fraudulent practice.

(i) Whether the Respondent has committed unfair trade practices and irregular/ fraudulent practice falsely representing that its obligations under the sale deeds signed with the non-RERA project owners of buildings A,B, C and D require the respondent to form a

single society for sector 2and whether Respondent has furnished false certificate of non-encumbrance under section 4.

86. With regard to the above, the Respondent while denying the allegation in totality, has submitted that the Complainant has failed to state that in what manner the Respondent has indulged in unfair trade practices and/or irregular and/fraudulent practices and on account of lack of details, the Respondent is unable to answer the same. However, various aspects related to the above allegations leveled by the complainant against the respondent, has already been dealt with here in above i.e under the various points of determination. The averments of the complainant in this regard are not well supported particularly when the respondent has unequivocally stated that it undertakes to transfer the common areas in favour of the owner's body and also transfer all the corpus funds collected to such body.

Directions

87. In view of the findings arrived at various points of determination listed at para 28, it will be just to issue the following direction in the matter.

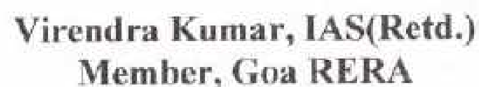
1) Keeping in view the observation noted by undersigned while dealing with Point No. A(i) and (ii) and also Point A(v) (para 48), it is directed that the promoter shall arrange to convene an exclusive meeting of the allotees of the project registration NoPRGO03180177 under the Act for taking a decision as to formation of an association or society or co-operative society, as the case may be, of the allottees or a federation of the same under the laws which may be applicable to particular choice made for this purpose by the majority of the allottees. The promoter

shall ensure to give a notice of at least ten days to the allottees of the project registered under the Act vide Registration No. PRGO03180177, by all modes including through speed post, email and notification on the website and other social media platforms used by the company for interaction with the allottees. This meeting of allottees would be convened within three weeks of the issue of this order.

2) Consequent upon the decision made in above regard and upon formation of an association or society or co-operative society, as the case may be, of the allottees or a federation of the same, the Promoter shall transfer common areas through conveyance deed as well as transfer corpus fund to such a body only.

3) Keeping in view the observation noted by undersigned while dealing with Point B(i) and also the submissions made by the respondent during course of the proceedings that it has all the Accounts related to corpus fund and maintenance charges and is willing to produce the same as and when directed,the promoter is hereby directed to provide the year wise detailed accounts of the maintenance expenses specifically for the project registered under the Act vide registration NoPRGO03180177for the entire period, to all the allottees of the said project within a period of four weeks as an association of allottees of the said project is yet to be formed.

4) The promoter is further directed to forward a copy of this order to all the allottees of the project registered vide no. PRGO03180177 for their information.



Virendra Kumar, IAS(Retd.)
Member, Goa RERA