



GOA REAL ESTATE REGULATORY AUTHORITY
101, 1st Floor, 'SPACES' Building, Plot No. 40, EDC Patto Plaza, Panaji 403 001Goa
www.rera.goa.gov.in

Tel: 0832-2437655; e-mail: goa-rera@gov.in

F.No:3/RERA/Complaint (515)/2025/792 Date: 20/05/2026

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

1. Mrs. Karima Zainul Poonjani,

2. Mr. Zainul Jaffer Poonjani

Both R/O 201, Sainath Niwas, Nr. Traffic Office,
Ramnagar, Dombivli East, Kalyan,
Thane, Maharashtra-421201.

.....**Complainants**

Versus

1. M/s Chintamani Realtors

A Partnership firm,

Represented by its partners: -

(i) Mr. Sudhir Dube,

Address:-

(a) R/o Chintamani Tower, Opp. Football Ground,
Duler, Mapusa , Bardez, Goa-403507

(b) Dube layout, perena Nagar,
Umarsara, Yavatmal,
Maharashtra-445002

(ii) Mr. Sushil Triloknath Dube

Address:-

(a) R/O Chintamani Tower, Opp. Football Ground,

Duler, Mapusa, Bardez, Goa -403507

(b) Dube layout, Perena Nagar,
Umarsara, Yavatmal,
Maharashtra-44502

2. M/s Sudin Naik Real Estate Developers,

Proprietary firm,

Represented through sole proprietor

Mr. Sudin Subhash Naik

R/o D 14, Housing Board Colony,

Ganeshpuri, Mapusa, Goa-403507.

.....Respondents

Ld. Advocate Neelesh Takkekar along with Adv. Saish Mandrekar
for the complainant.

Respondents absent.

ORDER

(Delivered on this 20th day of the month of May, 2026)

This is a complaint filed under Section 31 of the Real Estate
(Regulation and Development) Act, 2016.

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

The complainants are the bonafide purchasers of a Flat
bearing No. TF-3, having super built-up area of 67 sq. mts. located
on the third floor together with bike parking space in the building
complex known and identified as "CHINTAMANI PLAZA -I"
constructed in the property known as "TOLIECHO SORVO"
totally admeasuring 1089 sq. mts. surveyed under Chalta No. 11 of

P.T. Sheet No. 91 situated at Khorlim of the City of Mapusa, Bardez, Goa, within the jurisdiction of Mapusa Municipal Council, of the Sub-District of Bardez of North Goa. The complainants have a registered Agreement for Construction-Cum-Sale with the respondents, qua the said premises, which is duly registered dated 14.03.2018 in the Office of Sub-Registrar of Bardez at Mapusa-Goa.

3. The respondents in terms of the said Agreement for Construction-Cum-Sale had to complete the said project by building the said flat in all respects as per specifications mentioned in the said Agreement for Construction-Cum-Sale dated 14.03.2018 and had to deliver the valid legal possession of the said premises for ready use and occupation by completing the construction work in all respects qua the said premises to the complainants within two months from the date of signing of the said Agreement for Construction-Cum-Sale dated 14.03.2018, which was duly executed between the parties.

4. The respondents in terms of Clause 8 of the said Agreement for Construction-Cum-Sale dated 14.03.2018 agreed that the possession of the said premises shall be given on signing of the final Deed of Sale and as per Clauses 16 of the said Agreement

dated 14.03.2018, the respondents had also agreed to assist the purchasers of the said building in forming a Co-operative Society, Association of persons or such other entity for owing and/or maintaining the said property and/or the “CHINTAMANI PLAZA-I”. However, the respondents have till date failed to deliver the valid legal possession of the said premises to the complainants, thereby duly executing a Deed of Sale conveying all the rights/title and interest qua the said premises in favour of the complainants within the stipulated period as agreed upon by the respondents in terms of the said Agreement for Construction-Cum-Sale dated 14.03.2018 and also failed in forming a Co-operative Society, Association of persons or such other entity for owing and/or maintaining the said property as agreed upon by the respondents in terms of the said Agreement dated 14.03.2018.

5. The respondents were required to deliver subject premises by completing the said premises in all respects and by duly executing a Deed of sale in favour of the complainants within two months i.e. by 14.05.2018 from the date of agreement, but, even though the possession of the said premises is already given to the complainants, the respondents have failed to execute a Deed of Sale conveying all the rights/title and interest qua the said premises

in favour of the complainants even after receiving the entire sale consideration amount of ₹. 25,00,000/- (Rupees Twenty Five Lakhs Only) and an additional amount of ₹. 2,40,000/- from the complainants, which is paid to the respondents towards the additional works which the respondents were supposed to carryout qua the said premises.

6. It is also the case of the complainants that as per the Agreement for Construction-Cum-Sale dated 14.03.2018, the flat number is mentioned as "Flat No. TF-3", however; during the time of providing Occupancy Certificate, the Mapusa Municipal Council changed the flat number as "Flat No. FOF-3", for the reasons, best known to the Mapusa Municipal Council.

7. The execution of, the sale deed in respect of the subject premises along with the proportionate share in the land corresponding to the area of premises is being delayed for no rhyme or reason for more than seven years, despite receipt of entire sale consideration and the additional amount. The respondents firstly delayed the handing over of legal possession within the stipulated time period and secondly, the respondents failed to execute a proper Sale Deed for the purpose of conveying all the rights, title and interest in favour of the complainants. The

projections, representations and commitments made by way of agreement have been seriously breached by the respondents.

8. The respondents have also failed to register the said project under the GRERA and is not taking any steps to register the said project before the GRERA Authority. The registration of the project is mandatory and requirement of law, which has been breached by the respondents.

9. The complainants after paying entire sale consideration amount from their hard-earned money feel cheated at the end of the day for not being able to enjoy the benefits of the funds which are invested for buying a home, on the contrary the decision to buy the said premises from the respondents has worked out to be causing serious inconvenience. The complainants had been previously following up with the respondents on the issues through phone calls and personal meetings, which has not yielded any fruitful result. The respondents are now absconding and due to which the complainants are constrained to approach this Hon'ble Authority by invoking the jurisdiction as per the Real Estate (Regulation and Development) Act, 2016

10. The complainants prayed for the following reliefs:

- a) This Hon'ble Authority be pleased to direct the Developer/builder/Respondent No. 1 to register the project in terms of the RERA Act.
- b) This Hon'ble Authority also be pleased to direct the Respondents to duly execute sale deed in favour of the Complainants herein by conveying all the rights/title/interest qua the subject premises bearing Flat No.TF-3 (as per Occupancy Certificate Flat No. FOF-3), having super built-up area of 67 sq. mts. located on Third Floor together with bike parking space in the building complex known and identified as "CHINTAMANI PLAZA - I" situated at Khorlim of the City of Mapusa, Bardez-Goa along with the proportionate undivided share in the land corresponding to the area of the said premises within a period of 30 days.
- c) This Hon'ble Authority also be pleased to direct the Developer/builder/Respondent No. 1 to take immediate steps towards formation of the Co-operative Maintenance Society with respect to the subject building and to form the Co-operative Maintenance Society within a period of 30

days and thereby transfer the common area in the said building in favour of the society.

11. The respondents were duly served, however inspite of due service by way of publication in the two newspapers, namely English newspaper circulated in Goa, as well as in Marathi newspaper circulated in Yavatmal, Maharashtra, the respondents failed to appear before the Authority and hence, they were treated as duly served as per order V, Rule 20 (1A) of CPC. The respondents were afforded several opportunities, in the interest of justice, for appearance of respondents and filing of the reply. However, the respondents remained elusive.

12. Arguments heard.

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

Sr. No.	Points for determination	Findings
1.	Whether the complainants are entitled to direct the builder/respondent No. 1 to register the project in terms of RERA Act.	In the affirmative
2.	Whether the complainants are	In the affirmative.

	entitled for execution of sale deed in favour of the complainants by conveying all the rights/title/interest qua the subject premises?	
3.	Whether the complainants are entitled for formation of the Co-operative Maintenance Society with respect to the subject building and to form the Co-operative Maintenance Society?	In the affirmative.
4.	What reliefs, what order	As per final order.

REASONS

Point No. 1

14. Admittedly, the above complaint primarily makes grievances with respect to the issues namely, non-registration of project by the developer in terms of the RERA Act; delay in giving valid legal possession of the subject premises by executing a sale deed in favour of the complainants within a specific time period and non-formation of the Co-operative Maintenance Society with respect to the subject building. The first issue is with respect to non-registration of the project in which the complainants have purchased the said flat.

15. Discernibly, the Completion Certificate was obtained by the respondents on 05.03.2018 from the Office of NGPDA, subsequent to 01.05.2017 when Section 3 of the RERA Act came

into force. Secondly, as per the Part Occupancy Certificate dated 26.05.2021 issued by the Mapusa Municipal Council, the said project is having more than 8 units on Upper Ground floor to Fourth floor, however; the Fifth floor and Sixth floor is not having Occupancy Certificate granted yet by the Mapusa Municipal Council. The plan annexed to Sanad dated 08.03.2017 show an area of 1005 sq. mts. The said project is therefore registrable in terms of Section 3 of the RERA Act, 2016.

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

17. Admittedly, the respondent no. 1 who is the developer of the said project, have not registered with the Authority with respect to the project in which complainants have purchased the said flat.

Needless to mention, it is mandatory for a promoter/builder to submit various documents enumerated in sub-section (2) of Section 3 for seeking registration of real estate project. If any person markets or sells plot or apartment in an unregistered project, it contravenes provisions of Section 3 of the RERA Act. The respondents marketed and sold flats to the unsuspecting buyers including the complainants without complying the mandatory provisions of the Act and therefore, the respondent No. 1 has committed violation of Section 3 of the Act, punishable under Section 59 of the Act. Hence, the above point is answered in the affirmative.

Point no. 2

18. The second issue is regarding delay in giving valid legal possession of the subject premises by executing a sale deed in favour of the complainants within a specific time period and to prove the same, the complainants produced a registered Agreement for Construction-Cum-Sale with the respondents qua the said premises, which is duly registered on 14.03.2018 in the Office of Sub- Registrar of Bardez at Mapusa and as per the said Agreement for Construction-Cum-Sale, the flat number is mentioned as "Flat No. TF-3", however; during the time of providing Occupancy Certificate, the Mapusa Municipal Council changed the flat number as "Flat No. FOF-3". The respondent no. 1 was duty bound to complete the said flat in all respects and had to deliver the valid legal possession of the said premises for use and occupation by completing the construction work in all respects qua the said premises within two months from the date of agreement i.e. by 14.05.2018; however, the respondents have till date failed to hand

over the legal physical possession of the said premises to the complainants thereby executing a valid Deed of Sale conveying the rights, title and interest qua the said premises in favour of the complainants.

19. Needless to mention, the respondents have failed to deliver the valid legal possession as per law with respect to the said premises to the complainants by executing a sale deed conveying all the rights/title qua the said premises and have failed to execute Sale Deed in favour of the complainants qua the said premises even after receiving the entire sale consideration amount of ₹.25,00,000/- (Rupees Twenty Five Lakhs Only) and an additional amount of ₹.2,40,000/- from the complainants. The execution of sale deed in respect of the subject premises along with the proportionate share in the land corresponding to the area of premises is being delayed by the developer for no rhyme or reason. There has been a gross delay in handing over legal possession of the premises to the complainants by executing sale deed and therefore, the provisions of the RERA Act, more particularly, Section 17 of the Act have to be invoked for directing the respondents to execute sale deed in favour of the complainants. Hence, the above point is answered in the affirmative.

Point no. 3

20. The next issue is regarding non-formation of the Co-operative Maintenance Society with respect to the subject building. Section 11(4)(e) of the Real Estate Regulatory Authority Act, 2016, mandates the developer to form the association/society for the management of the project. It is the duty of the developers to form a legal society or association of allottees within three months

of fifty-one percent of the apartments being booked by the allottees, which ensures property management of common areas and hand over the documents. The complainants have claimed that as per Clause 16 of the said agreement, the respondents had agreed to assist the complainants in forming a Co-operative Society, Association of persons or such other entity for owning and/or maintaining the said project, namely, the “CHINTAMANI PLAZA I”.

21. A little peep into Clause 16 of the said agreement indicates that the respondents would assist purchasers and other flat/office premises/garage holders in forming the co-operative society, however till date, the respondents have failed in forming a Co-operative Society, Association of persons or such other entity for owning and/or maintaining the said property and/or the “CHINTAMANI PLAZA -I” as agreed upon by the said developer/builder in terms of the said Agreement dated 14.03.2018. The respondents therefore have failed in their obligations to form the co-operative society in terms of the agreement and the provisions contained in RERA Act. Hence, the above point is answered in the affirmative.

Point no. 4

22. The documents produced on record namely Agreement for construction-cum-sale dated 10th March 2018 is pertaining to the sale of above flat between respondent No. 1 and respondent no. 2, who in turn agreed to sell the said flat to the complainants vide Agreement-cum-sale dated 14th March 2018. The respondent no. 1 being developer is therefore liable to register the project, execute

sale deed along with respondent no. 2 in favour of complainants and form a co-operative society.

23. The respondents has patently violated the provisions of Sections 3, 11 and 17 of the RERA Act in non-registration of project by the respondent no. 1 in terms of the RERA Act; not executing a registered sale deed in favour of the complainants and handing over legal and physical possession of the Flat No.TF-3 (as per Occupancy Certificate Flat No. FOF-3), having super built-up area of 67 sq. mts. located on third Floor together with bike parking space in the building complex known and identified as “CHINTAMANI PLAZA-I” situated at Khorlim of the City of Mapusa, Bardez-Goa in accordance with the terms of the said Agreement for Construction-Cum-Sale dated 14.03.2018 and non-formation of the Co-operative Maintenance Society with respect to the subject building and therefore, the respondents are liable to pay an amount of ₹5,00,000/- (Rupees Five Lakhs only) as penalty under Section 59 and 61 of the Act for violation of Section 3, 11 and 17 of the RERA Act.

24. The complainants are also entitled for costs for prosecuting the matter since 21.10.2025 before the Authority and from the year 2018, when the respondents promised to complete the project and

deliver the valid legal possession of the said premises for ready use and occupation by completing the construction work in all respects qua the said premises to the complainants within two months from the date of signing of the said Agreement for Construction-Cum-Sale dated 14.03.2018 which was duly executed between the parties, which they failed to do. Moreover, the complainants have invested their hard-earned money in the project, only to be denied completion of the premises in time, handing over possession and execution of the sale deed. It is therefore a reasonable costs of ₹. 2,00,000/- (Rupees Two Lakhs only) can be safely awarded to the complainants, for prosecuting a case against the respondents, for contravening and ignoring the clear provisions of Section 3, 11, 17 of the RERA Act, which amount shall be borne by the respondent no. 1. Hence, the above point is answered accordingly.

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

ORDER

- i. The respondent no. 1 shall register the complex known and identified as “CHINTAMANI PLAZA- I” situated at Khorlim of the City of Mapusa, Bardez-Goa, in terms of

Section 3 of the of the Real Estate (Regulation and Development) Act, 2016 within 60 days from today.

- ii. The respondents are directed to execute a sale deed in favour of the complainants, the Flat No.TF-3 (as per Occupancy Certificate Flat No. FOF-3), having super built-up area of 67 sq. mts. located on the third floor together with bike parking space in the building complex known and identified as “CHINTAMANI PLAZA- I” situated at Khorlim of the City of Mapusa, Bardez - Goa in accordance with the terms of the said Agreement for Construction-Cum-Sale dated 14.03.2018, in terms of Section 17 of the RERA Act, within 60 days from today.
- iii. The respondent no. 1 is also directed to form the Co-operative Maintenance Society with respect to the subject building in accordance with the terms of the said Agreement for Construction-Cum-Sale dated 14.03.2018, within 60 days from today.
- iv. The respondent no. 1 is directed to pay costs of ₹2,00,000 (Rupees Two Lakhs only) to the complainants, within 60 days of the order, failing which it will carry interest in terms of law, till effective payment.

2

- v. The respondent no. 1 is directed to pay ₹5,00,000/- (Rupees Five Lakhs only) as penalty under Section 59 and 61 of the Act for violation of Section 3, 11 and Section 17 of the RERA Act. The amount shall be deposited into the bank account of the Authority, within 60 days, failing which necessary proceedings will be initiated against the respondent.
- vi. The respondent no. 1 is directed to file compliance report of the order in the form of an affidavit within sixty days of this order, failing which further legal action will be initiated by the Authority under the RERA Act for execution of the order.


(Vincent D'Silva)

Member, Goa RERA

Panaji, Goa,

Dated: 20.05.2026.