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

FNo: 3/RERA/New Proj(1532)/2025/1625 Date: 02/11/2026

To,
Raj Housing Development Pvt Ltd
Office 401, Rajdeep Galleria,
Sadar –Ponda, 403401

ORDER

(Dated: 02.11.2026)

1. Whereas, Raj Housing Development Pvt. Ltd (hereinafter referred to as the promoter), had applied for registration of the project 'Raj Central' under Section 3 of the Real Estate (Regulation and Development) Act, 2016 read with the Goa Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates on interest and Disclosures on website) Rules 2017 vide an application submitted through online portal dated 10/04/2025 respectively.

2. And whereas, during the scrutiny it is observed that Authority had previously rejected the promoter's application dated 14.07.2023 for the said project " Raj Central" as per Order dated 25.02.2025 but Applicant/promoter was granted liberty to apply afresh for

registration of Project Raj Central, subject to providing complete documents and completion of other formalities. However, till date the promoter has not submitted requisite documents and no reply is received for email dated 18/05/2025 and 23/09/2026.

3. And whereas, during the scrutiny of the application received on 10/04/2025 several deficiencies & anomalies were observed in the documents submitted, and thereafter, the promoter was directed to submit necessary documents. Accordingly, inquiry/email was sent on 08/05/2025, 08/09/2025, 26/02/2026 and 29/09/2026 to comply the observations and to produce the requisite information/clarification/documents.

4. And Whereas, a Show Cauze Notice dated 26/02/2026 was issued and the promoter was asked to respond within 8 days.

5. And Whereas, on 02/03/2026, the promoter filed a reply and made the following submissions.

a. That at the time of filing the application for project registration, we had submitted all the prescribed documents that were available and in our possession. The only document alleged to be deficient is the registered Development Agreement.

b. That the Joint Development Agreement and the Agreement for Development and Sale were executed on 17 April 2021 and 10 September 2022, respectively. Both agreements were duly executed between the landowners and applicant/promoters and were notarized prior to the issuance of the circular dated 04 October 2022 issued by

the Authority requiring such agreements to be registered before the office of the Sub-Registrar.

c. That the landowners have executed a Power of Attorney in our favour, which has been duly registered before the Sub-Registrar, Ponda, Goa, after payment of full stamp duty as per the valuation of the property. The said Power of Attorney confers the necessary authority upon us to undertake development and sale activities in respect of the property.

d. That Section 4 of the Indian Stamp Act, reads as under:

Section 4. Several instruments used in single transaction of sale, mortgage or settlement.

(1) Where, in the case of any sale, mortgage or settlement, several instruments are employed for completing the transaction, the principal instrument only shall be chargeable with the duty prescribed in Schedule I, for the conveyance, mortgage or settlement, and each of the other instruments shall be chargeable with a duty of one rupee instead of the duty (if any) prescribed for it in that Schedule.

(2) The parties may determine for themselves which of the instrument so employed shall, for the purposes of sub-section (1), be deemed to be the principal instrument:Provided that the duty chargeable on the instrument so determined shall be the highest duty which would be chargeable in respect of any of the said instruments employed.

e. That where several instruments are employed in completing a single transaction of sale, mortgage, or settlement, only the principal instrument shall be chargeable with the full stamp duty prescribed, and the remaining instruments shall be chargeable with nominal duty.

f. That full stamp duty has already been paid on the registered Power of Attorney executed in our favour in respect of the same property. Requiring payment of stamp duty again on the Development Agreement concerning the same property and forming part of the same transaction would effectively result in double payment of stamp duty.

g. That since stamp duty has already been paid on the principal instrument, the Agreement for Development and Sale, which forms part of the same transaction, would attract only nominal duty as contemplated under Section 4 of the said Act.

h. That the Applicant presently faces practical difficulties in registering the said agreements as some of the co-owners who are parties to the agreements are currently residing outside India. Under these circumstances, their presence before the office of the Sub-Registrar cannot presently be secured for registration of the documents.

i. That the Applicant undertook that upon the availability and presence of the concerned co-owners in India, the Applicant shall take all necessary steps to have the Joint Development Agreement and the Agreement for Development and Sale duly registered before the Sub-Registrar, Ponda, Goa.

j. That there has been no intentional avoidance or non-compliance on your part. That they have acted in good faith and have been willing to comply with all directions and requirements of the Authority.

k. That the Applicant/Promoter has not advertised, marketed, offered for sale, sold any unit, accepted any booking amount, nor executed any Agreement for Sale in respect of the said project with any person whatsoever.

l. That the Applicant/Promoter has not undertaken any activity which would amount to promotion or sale of the project within the meaning of the Real Estate (Regulation and Development) Act, 2016.

m. That the Applicant/Promoter further undertakes and affirms that it shall not advertise, market, offer for sale, sell any unit, accept any booking amount, or execute any Agreement for Sale in respect of the said project until the project is duly registered with the Goa Real Estate Regulatory Authority (RERA) in accordance with the provisions of the Act.

n. That there is no violation or contravention of the Real Estate (Regulation and Development) Act, 2016.The Applicant/Promoter further states that no third-party rights of any nature whatsoever have been created in respect of the said project, and consequently no prejudice or loss has been caused to any allottee, prospective purchaser, or member of the public.

o.The applicant/promoter requested that considering that the agreements were executed prior to the issuance of the circular dated 04 October 2022, to consider granting interim or conditional registration of the project, subject to the undertaking that the said agreements shall be duly registered before the Sub-Registrar within such time as may be directed by Authority.

p. They further prayed that:

i. Take this reply on record;

ii. Condone the present inability to submit the registered Development Agreement;

iii. Permit the Applicant to register the said agreements within a reasonable period;

iv. Grant interim/conditional registration of the project RAJ CENTRAL

v. Pass such other order(s) as the Authority may deem fit and proper.

6. And Whereas, a Notice dated 03/08/2026 was issued and a hearing was fixed on 10/08/2026, however, till date following documents are not produced on record.
   a. Copy of Registered Joint Development Agreement
   b. Nil Encumbrance certificate
   c. Copy of Sanad and Sanad plan of the project area
   d. Status of litigation if any.
   e. Valid Construction License

7. And whereas, on 10/08/2026 Adv A Nambiar appeared for the applicant undertook to file wakalanama, reply, affidavit for non violation under Section 3 RERA Act along with construction site photographs on the next date of hearing ie 17/08/2026.

8. And whereas, On 17/08/2026 Adv A. Nambiar remained present filed wakalatnama and reply. The Submissions made in the reply dated 17/08/2026 are as follows:-

   a. That they acknowledge receipt of the Notice dated 03/08/2026 stating that the application for registration has been rejected on the ground of non-submission of requisite documents and failure to respond to email communication. That there has been no intentional non-compliance on the part of the Applicant.

   b. That they had submitted all documents available at the time of filing the application. The only document alleged to be deficient was the registered Development Agreement. The Development Agreement had been duly executed between the landowner and

ourselves, which was duly registered before the Notary. The owners had also executed Power of attorney in our favour which was duly registered before the Sub Registrar Ponda after paying full stamp duty as per the valuation of the property.

Section 4 of the Indian Stamp act reads as under:

Section 4. Several instruments used in single transaction of sale, mortgage or settlement. —

(1) Where, in the case of any sale, mortgage or settlement, several instruments are employed for completing the transaction, the principal instrument only shall be chargeable with the duty prescribed in Schedule I, for the conveyance, mortgage or settlement, and each of the other instruments shall be chargeable with a duty of one rupee instead of the duty (if any) prescribed for it in that Schedule.

(2) The parties may determine for themselves which of the instrument so employed shall, for the purposes of sub-section (1), be deemed to be the principal instrument:

Provided that the duty chargeable on the instrument so determined shall be the highest duty which would be chargeable in respect of any of the said instruments employed.

c. *That they have already paid full Stamp duty on the Power of attorney which is duly registered before the Sub Registrar, again paying Stamp Duty on the Development agreement with respect to the same property shall amount to double payment of the Stamp Duty. Further since they have already paid Stamp duty on the Power of Attorney, Agreement for Development and Salew which also pertains to the same property and out of same transaction, can be executed on the One Rupee as per section 4 of the Indian Stamp Act.*

d. ***That there has been no intentional avoidance of compliance. We have always been willing to comply with directions of this Hon'ble Authority.***

e. ***Further we have to state that, we have Not advertised the project, not marketed or sold any unit, not accepted any booking amount, not executed any agreement for sale. Therefore, there is no contravention of Section 3 of the Real Estate (Regulation and Development) Act, 2016. We have to further state that No third-party rights have been created and hence No prejudice has been caused to any allottee or member of the public.***

f. ***That Section 5(1)(b) RERA Act empowers the Authority to reject an application where requirements are not fulfilled. The provision does not provide for penal consequences in absence of violation. In the present case, at the highest, the rejection may stand until compliance is made; however, further adverse action would not be warranted. That they approached Authority voluntarily prior to launching the project.***

g. ***The applicant/promoter requested that this Authority may withdraw the Notice for the reasons mentioned herein above.***

9. And whereas, On 26/08/2026 Adv Satish Pilgaonkar remained present and sought time for clarification.

10. And whereas, On 21/09/2026, Adv A Nambiar present for promoter and sought time to comply as senior advocate was unable to attend the hearing. Time was granted and they were directed to file compliance by 22/09/2026, failing which project shall be rejected.

11. And whereas, On 21/09/2026, the Advocate for applicant/promoter filed an application dated 22/09/2026 on behalf of promoter for withdrawal of online project and submitted that:-

a. ***That the applicant had originally submitted an online application for the registration of the said project on 31/10/2024. Subsequently, during the preliminary scrutiny and compliance process, the Authority noted certain deficiencies and anomalies, and directed the submission of specific documents.***

b. ***That due to administrative constraints and unavoidable technical delay in collecting the complete set of requisite statutory documents, the Promoter was unable to submit the complete set of documents within stipulated timeframe.***

c. ***That in order to ensure complete compliance with the statutory framework under the Act & Rules framed thereunder, the Promoter hereby unequivocally withdraws the online application dated 31/10/2024 for the registration of the Project "Raj Central", by granting express liberty/permission to the Promoter to file a fresh application for the registration of the Project 'Raj Central' upon complying all the necessary statutory norms & documents in accordance with law.***

12. It is noted that the initial application for registration of project was made on 10/04/2025. During the hearing on 10/08/2026 the promoter was directed to file an Affidavit with regards to violation under Seection (3) RERA Act occurred so far till date and construction site photographs.

13. In above view of the matter and particularly since a period of more than four years have elapsed after having made the initial application for

registration of project, the promoter with a view to protect the interest of the consumers of Real Estate Sector, was asked to file an affidavit to the effect that it has not violated the provisions of Section 3 of the Real Estate (Regulation and Development) Act, 2016 before or after the making of the application for registration (i.e 10/04/2025) and till date.

Order

Since the promoter has not submitted the requisite Affidavit so far which raises an apprehension of violation of provisions of the said Section 3 in respect of the said project; the Authority has decided that though the withdrawal of the application for registration of project "'Raj Central'" is allowed, the applicant promoter Raj Housing Development Pvt. Ltd, however, need to be proceeded against for possible violation of Section 3 of the Real Estate (Regulation and Development) Act, 2016 and levy of penalty under Section 59 of Real Estate (Regulation and Development) Act, 2016 in case a requisite affidavit as to compliance of Section 3 of the Act is not submitted to the Authority by 23/11/2026. The attention of the promoter is further invited to the provision under Section 59 RERA Act which is extracted as below:-

Section 59.

(1) If any promoter contravenes the provisions of section 3, he shall be liable to a penalty which may extend up to ten per cent. of the estimated cost of the real estate project as determined by the Authority.

(2) If any promoter does not comply with the orders, decisions or directions issued under sub-section (1) or continues to violate the provisions of section 3, he shall be punishable with imprisonment for a term which may extend up to three years or with fine which may **extend up to a**

further ten per cent. of the estimated cost of the real estate project, or with both.

The registry may accordingly process the matter for issue of notice to the promoter after registering a Sou Motu complaint pursuant to the instant afrer the due date if the said is not submitted by promoter by 23/11/2026.

Virendra Kumar
Member, Goa RERA

Vincent D'Silva
Member, Goa RERA

Dharmendra Sharma
Chairperson, Goa RERA