



GOA REAL ESTATE REGULATORY AUTHORITY

101, 1st Floor, 'SPACES' Building, Plot No. 40, EDC Patto Plaza, Panaji 403 001 Goa

www.rera.goa.gov.in

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

F.No:3/RERA/Complaint (390)/2023/ 621

Date: 20/05/2025

(BEFORE THE MEMBER SHRI VINCENT D'SILVA)

Mr. Lakshmansandra Vasudevamurthy Ravi

Major age of 62 years,

60, 4th Cross, Near Reliance Super Bazaar,

Malleshwaram, Bangalore,

North, Karnataka-560003.

.....Complainant

Versus

Aansav Realty & Infrastructure Pvt. Ltd.

A registered company incorporated under the Companies Act 1956

Represented by its Directors,

1. Mr.Aatish Anoop Babani, major age of 45years,

2. Mr.Nakul Tewari, major age of 47years,

Having its registered office at 106, WDC Enclave,

Mabai Hotel Complex, Near Grace Church,

Margao, Salcete-Goa.

.....Respondents

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

Ld. Advocate Shri Siddharth Samant along with Ld. Advocate Shri Mahableshwar Toraskar for Respondent No. 1.

Ld. Advocate Shri Swetank Shantanu along with Adv. Ms. Harsha Pai for Respondent No. 2.

ORDER

(Delivered on this 20th day of the month of May, 2025)

This order shall dispose of the complaint filed under Sections 31 of The Real Estate (Regulation and Development) Act, 2016.

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

The complainant is a purchaser of a Row house bearing No. G2, having super built-up area of 177 sq. mts. in Block 'G' which is located in the development layout known and identified as "AANSAV VERDE PHASE II" constructed in the property known as LANGOTEM also known as LANGTEM bearing Survey No. 94/3 of Village Varca, situated at Varca, Taluka Salcete Goa. The complainant has a registered Agreement for sale with the respondents/ Developers qua the said premises, which is duly registered under No. MGO-1-2808-2019 dated 03.10.2019 in the office of Sub-Registrar of Salcete-Goa.

3. The Respondents in terms of the said Agreement for sale had to complete the said project by building a Row house in all respects as per specifications mentioned in the Schedule-IV of the said Agreement for sale dated 03.10.2019 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

premise to the complainant within three months from the date of execution of the said agreement for sale dated 03.10.2019 which was duly executed between the parties. However, the respondents have till date failed to comply the terms of the said agreement for sale.

4. The respondents have carried out sub-standard construction work with regards to the Row house bearing no. G2. The said respondents while carrying out the construction work of the said premises have used low/less quality construction materials due to which there are several cracks caused in the RCC pillars and slab of the said premises, which has further spoilt the interiors of the said premises by making the premises extremely inhabitable for occupation of the complainant. The respondents were required to convey the said premises to the complainant within 3 months from the date of the registration/execution of the said agreement for sale. However, the respondents have failed to complete the construction work in all respects qua the said premises and to deliver the valid legal possession of the said premises within the stipulated period to the complainant and till date, the developers have not delivered the valid legal possession of the said premises to the complainant by executing a sale deed conveying all the rights/title and interest qua the said premises.

5. The respondents were required to deliver the said premises on or before 03.01.2020 but there is delay of more than 4 years and the statutory interest for

delayed possession ought to be granted in the present case from 03.01.2020 till actual, valid and legal handing over of possession by completing the construction works qua the said premises in all respects and execution of sale deed in favour of the complainant. The respondents on 29.07.2022 had issued a letter of possession of the said premises to the complainant which is non-effective possession as the construction work of the said premises is still not completed by the developers in compliance of the terms which are agreed by and between the parties for the agreement for sale dated 03.10.2019. The said Row house is inhabitable for occupation due to the above facts. The said letter of possession which is issued to the complainant by the respondent without completing the construction of the said premises as per the specifications mentioned in agreement for sale has been also issued after a delay of 2 years and 6 months.

6. The respondents have also failed to execute the sale deed in favour of the complainant qua the said premises even after receiving the entire sale consideration amount of ₹90,00,000/- (Rupees Ninety Lakhs only) from the complainant. 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 for no rhyme or reason. There are serious defects with regards to workmanship and quality of construction which raises concerns over the reliability and aesthetics of the premises. The respondents have even constructed a sub-

standard approach road to the said project which is in pathetic condition as the same is left unattended by not tarring or paving the same as a result of which during the monsoon, there are huge potholes and depressions created which accumulated water causing severe inconvenience in the form of damage to vehicles. The respondents have not complied with any of the specifications which have been mentioned in Schedule-IV of the agreement for sale executed between the complainant and the respondents with respect to the subject premises.

7. The respondents have also failed to register the project under the GRERA and are 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. The complainant paid the total sale consideration of ₹90,00,000/- to the respondents and ₹2,61,010/- for additional work and despite receipt of entire consideration, the respondents delayed the handing over of possession within the stipulated time. The respondents also failed to execute a proper sale deed for the purpose of conveying all the rights, title and interest in favour of the complainant nor facilities such as common areas, swimming pool, café shop etc. have been provided. The respondents had assured that necessary conveyance deed would be executed. The complainant is entitled for the relief prayed.

8. The respondent no. 1 filed a reply inter-alia contending that the complaint is not maintainable and is barred by limitation. The complainant had purchased a Row house in Phase II vide Agreement for sale dated 03.10.2019. The complainant had already accepted the possession of the said premises for fit-out in November 2019 and consequently, on completion of the fit-out signed an agreement for Leave and License dated 22.12.2021 with the respondents. The letter of possession was collected by the complainant at a much later date i.e. 30.07.2022. There is no cause of action or grievance for the complainant to file the complaint. The respondents have delivered not just for the complainant but for all the entire premises holders the top class quality work. The respondents had formed a society with the consent of tenement holders and hence, individual sale deed cannot be executed. The respondents are in the process of executing a conveyance deed in favour of the society and same is pending because of non-operation of the tenement holders especially with respect to payment of stamp duty. The said project was registered with G-RERA bearing no. PRGO08180382 dated 03.08.2018. The complainant has been earning large returns on the property. The development was carried out as per the approved plan structure and design before executing the agreement. The complainant is not entitled for any relief.

9. The Respondent no. 2, Nakul Tiwari also filed a reply inter-alia contending that the respondent was merely a co-owner of the land and did not participate in

any manner in construction, execution or delivery of the project. The respondent no. 2 acquired possession of the property as a second party through a series of legal transaction culminating in an agreement for sale executed on 03.10.2019. The property was purchased vide deed of sale dated 15.06.2012 by the respondent and the respondent as per Memorandum of Understanding dated 15.06.2012 assumed full and exclusive responsibility for execution and completion of the project however, the respondent did not receive any financial consideration from the complainant and all the transaction were exclusively between the complainant and the respondent. The said project was duly completed strictly in accordance to the approved plans and the brochure hence, the complaint be dismissed.

10. Argument heard. Notes of written arguments came to be placed on record by the parties.

11. 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 complainant is entitled for the execution of the sale deed along with delayed interest?	In the affirmative.

2.	Whether the complainant is entitled for directing the respondents to register the project in terms of RERA Act?	In the negative.
3.	Whether the complainant is entitled for directing the respondents to rectify defects mentioned in the complaint and complete all pending works and provide all facilities?	In the negative.
4.	Whether the complainant is entitled to direct the respondents to comply with the terms mentioned in Schedule IV of the agreement?	In the negative.
5.	Whether the complainant is entitled to direct the respondents to construct the approach tar/concrete road leading to the premises from the main road?	In the negative.
6.	Whether the complainant is entitled for compensation as prayed in the complaint?	No
7.	What reliefs, what order?	As per final order

REASONS

Point No. 1

12. The complainant has prayed for the following reliefs:-

- a) This Hon'ble Authority be pleased to direct the developers to pay compensation in terms of Section 18 of the Act by granting interest on the sale consideration amount from the stipulated date till actual handing over legal valid possession till obtaining occupancy certificate.
- b) This Hon'ble authority be pleased to direct the developers to register the project in terms of the RERA Act.
- c) This Hon'ble authority be pleased to direct the developers to rectify all defects mentioned in the complaint, complete all the pending works and provide all the facilities which were mentioned or represented by the developers to the complainant within a period of 30 days.
- d) This Hon'ble Authority be pleased to pass an Order directing the developers herein to strictly comply with the terms mentioned in Schedule-IV of the Agreement for sale dated 03.10.2019 bearing Registration no. MGO-1-2808-2019 duly executed before the Sub-Registrar of Salcete, Goa.
- e) This Hon'ble Authority also be pleased to direct the Developers to execute sale deed in favour of the complainant by conveying all the rights/title/interest qua the subject premises along with the proportionate share in the land corresponding to the area of the premises after rectifying all the defects mentioned in the complaint and to handover the valid legal possession of the said premises to the complainant within a period of 60 days.

f) This Hon'ble Authority be further pleased to direct the Developers herein to construct the approach road leading to the subject premises from the main road by putting tar/concrete and making its clear for motorable access to the said project.

g) This Hon'ble Authority be pleased to pass an Order further referring the matter to the Ld. Adjudicating Authority to decide in terms of Section 18(1)(A) & Section 71 for compensation, loss suffered for non-handing over habitable possession, mental agony for being into litigation, mental trauma hardship and for litigation cost.

h) Any other Order that this Hon'ble Authority may deem fit and proper in the nature and circumstances of the case.

13. The prayers of the complainant namely 28(a) seeking interest on the sale consideration from the stipulated date in terms of the Agreement of sale dated 3.10.1019 till actual handing over of legal possession and (e) directing the respondents to execute a sale deed in favour of the complainant by conveying all the rights/title/interest qua the subject premises and handing over valid legal possession are taken up first, before adverting to other reliefs.

14. Ld. Advocate Shri Neelesh Takkekar for the complainant has submitted that the complainant is having valid agreement for sale dated 03.10.2019 with respect to the Row house and in terms of the said agreement, the respondents were

required to complete the said Row house in all aspects and deliver the valid, legal possession of the said premises to the complainant, within a period of three months from the date of execution of agreement for sale, however, the developers have failed to complete the construction work in all respect and deliver the legal possession to the complainant within stipulated period by executing a sale deed. There is a delay of more than four years and statutory interest for delayed possession ought to have been granted from 03.01.2020 till actual, valid and legal handing over of possession by completing the construction work in favour of the complainant. The respondents have issued a letter of possession of the said premises to the complainant which is having no legal significance in the eyes of law as construction work of the premises is still not completed, although the sale consideration amount of ₹90,00,000/- has been paid.

15. Per contra, Ld. Advocate Shri Siddharth Samant for respondent no. 1 has submitted that Agreement for sale dated 03.10.2019 was executed post occupancy and completion certificate. The respondents delivered possession not just to the complainant but also to other premises holders. The respondents could not carry out legal transfer of possession due to Covid-19. The delay for execution of the sale deed was because of default in payment of transfer and registration charges by the complainant. The respondents have delivered physical possession to the complainant vide letter dated 29.07.2022. The complainant has taken fit-out

possession in November 2019 and commenced his work with carpenters on 14.11.2019, followed by a Griha Pravesh Pooja on the 08.12.2019, and equipment and appliances installation on 04.07.2020. This is accepted/verified vide emails dated 14.11.2019, 08.12.2019 and 04.07.2020 respectively. The complainant had also entered into Leave and License Agreement dated 22.12.2021 with M/s. Aansav Resorts & Holidays LLP and therefore, the complainant is trying all the tactics of claiming interest for alleged delay in possession.

16. Ld. Advocate Shri Swetank Shantanu for respondent no. 2 has submitted that the complaint lacks merit. The claim of delayed possession and entitlement to statutory interest are baseless. The complainant has physically occupied the unit and completed interior renovation and is actively using the Row house. The complainant has intentionally concealed important facts including that he has been generating revenue by renting out the premises on a daily rental basis, contradicting the claim that the property is uninhabitable. All the facilities as promised have been delivered and that there have been no issues with the sewerage treatment and solid waste management systems and therefore, the complaint be dismissed.

17. In the case of *M/s Newtech Promoters and Developers Pvt. Ltd. vs. State of UP and others*, 2021 SCC, Online 1044, the Hon'ble Supreme Court has clarified that "if the promoter fails to give possession of the apartments, plot or building

within the time stipulated under the terms of the agreement, then allottee's right under the Act to seek refund/claim/*interest for delay* is unconditional and absolute, regardless of unforeseen events or stay orders of the Court/Tribunal". The relevant abstract is reproduced below for ready reference:

"25. The unqualified right of the allottee to seek refund referred to under Section 18(1)(a) and Section 19(4) of the Act is not dependent on any contingencies or stipulations thereof. It appears that the legislature has consciously provided this right of refund on demand as an unconditional absolute right to the allottee, if the Promoter fails to give possession of the apartment, plot or building within the time stipulated under the terms of the agreement regardless of unforeseen events or stay orders of the Court/Tribunal, which is in either way not attributable to the allottee/home buyer, the Promoter is under an obligation to refund the amount on demand with interest at the rate prescribed by the State Government including compensation in the manner provided under the Act with the *proviso that if the allottee does not wish to withdraw from the project, he shall be entitled for interest for the period of delay till handing over possession at the rate prescribed.*"

18. The Hon'ble Supreme Court in the case of "**Imperia Structures Ltd. Vs. Anil Patni and Another**" 2020(10) SCC 783 has held in Para 25 with respect to provisions of Section 18 of the Act and the same is reproduced here-in-below:-

"25. In terms of Section 18 of the RERA Act, if a promoter fails to complete or is unable to give possession of an apartment duly

completed by the date specified in the agreement, the promoter would be liable, on demand, to return the amount received by him in respect of that apartment, if the allottee wishes to withdraw from the project. Such right of an allottee is specifically made "without prejudice to any other remedy available to him". The right so given to the allottee is unqualified and if availed, the money deposited by the allottee has to be refunded with interest at such rate as may be prescribed. *The proviso to Section 18(1) contemplates a situation where the allottee does not intend to withdraw from the project. In that case he is entitled to and must be paid interest for every month of delay till the handing over of the possession. It is up to the allottee to proceed either under Section 18(1) or under proviso to Section 18(1)."*

19. Section 17 of the RERA Act states as follows:-

"17. Transfer of title.-(1) 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, and the other title documents pertaining thereto within specified period as per sanctioned plans as provided under the local laws:

Provided that, in the absence of any local law, conveyance deed in favour of the allottee or the association of the allottees or the competent authority, as the case may be, under this section shall be carried out by

the promoter within three months from date of issue of occupancy certificate.

20. Admittedly, the complainant and the respondents have entered into agreement for sale dated 03.10.2019 and as per Clause 1 of the agreement, the consideration of ₹90,00,000/- has been paid by the complainant and in terms of Clause 3, the respondents were to deliver the said premises to the complainant within a period of three months from the date thereof i.e. on 03.01.2020 and as per said clause, time was the essence of the agreement and that the respondents by a notice in writing shall intimate the completion of the said premises to the complainant and shall within thirty days of receipt of said notice, take delivery of the said premises. No notice in writing was issued by the respondents as stated above nor has a sale deed been executed till date by the parties.

21. There is no dispute that the respondents obtained completion certificate on 19.07.2019 and the occupancy certificate on 28.09.2019 and the Agreement for sale on 03.10.2019. There is however a disagreement as to handing over of the possession of the premises to the complainant as contemplated under Section 18 of the Act. Ld. Advocate Siddhart Samant for the respondent no. 1 has submitted that the complainant accepted possession for fit-out purposes in November 2019, commenced his work with carpenters on 14.11.2019 followed by Ghar Pravesh Pooja on 08.12.2019 and equipment and appliances installation on 04.07.2020,

which are as evident from the emails produced on record, indicating possession of complainant of the said premises.

22. Discernibly, the email dated 14.11.2019 is with respect to request by complainant regarding visit by carpenters on 25.11.2019 to complete the work. The email dated 08.12.2019 states that the complainant have conducted their small Pooja on 06.12.2019 and to confirm the date of handing over after due discussion and to give him a realistic date in respect of completion of Phase II project and to carry out list of works including main door, sanitary fittings, electric works, etc. The email dated 04.07.2020 of the complainant refers to installation of equipments in the said premises and the progress in respect to obtaining power/water connection. The said emails do not in any way point out to physical possession of the said premises, at the most, it would be termed as 'fit-out possession' to the complainant without completing the premises, in all respect, as against the possession contemplated in Section 18 of the Act. It is also settled position that 'fit-out possession' is not recognised as legal and valid. The Leave and License agreement also does not show any physical possession granted by the respondents in terms of Section 18 as the agreement was between complainant and M/S Aansav Resort Holiday LLP and therefore, the above documents will not enure to the benefit of the respondents.

23. It is also claimed by the respondents that the letter of possession dated 29.07.2022 was collected on 30.07.2022 by the complainant at his convenience as the State was under Covid-19 protocol, while it is the case of the complainant that the said letter is having no legal significance in the eyes of law and cannot be considered as legal possession since construction work was not completed as agreed by the parties. The said letter of possession is produced in which it is stated that the respondents are handing over possession of Row house G-02 having an area of 177 sq. mts in their project 'Aansav Verde', wherein the complainant will be entitled to the built-up area of the said unit and that society will be formed as per their agreement on completion of their entire project. Nowhere, it is stated that the said letter of possession was collected on 30.07.2022 at the convenience of the complainant on account of Covid-19. The complainant has made an endorsement on the said letter stating that he is accepting the 'possession' subject to above terms. Nowhere, it is stated in the said letter that the possession is accepted subject to completion of construction work. The possession of the said premises as per the said letter is on 29.07.2022, which possession has to be regarded as "physical possession" in terms of Section 17 as well as Section 18 of the RERA Act. It is therefore clear that physical possession of the Row house in terms of Section 17 and Section 18 of the RERA Act has been delivered to the complainant as on

29.07.2022 and therefore, the said date has to be considered as the date of actual physical possession in terms of law.

24. It is submitted that the Co-operative Housing Society has been duly formed by Respondents on 31.01.2017. The Respondents have produced on record a notice dated 21.09.2024 to discuss the change from Co-operative Housing Society to Maintenance Society and pass a resolution. It is not known whether such a resolution was passed and whether it is converted to Maintenance Society. Be that as it may, there is nothing on record that land is transferred in favour of society as per Goa Co-operative Societies Act, 2001 which is required when a society is formed as Housing Society and therefore, the claim of the respondents that the individual sale deeds cannot be executed has to be repelled having no merits. The respondents therefore cannot refuse to execute a sale deed under Section 17 of the Act in favour of the complainant. The complainant has thus proved above prayer (a) and (e) under Point (1) and is therefore, entitled for seeking interest on delayed possession from the dates of payment of consideration amount till date of possession as referred above and directing the respondents to execute a sale deed in favour of the complainant by conveying all the rights/title/interest qua the subject premises as per the provision of law.

25. There is no dispute that the complainant paid the entire consideration amount of ₹90,00,000/- for the purchase of the said Row house to the respondents

through (i) Cheque no. 083114 dated 18.09.2018 for ₹10,00,008/-, (ii) ₹50,00,000/- paid through RTGS on 16.01.2019 and (iii) ₹30,00,000/- paid on 20.09.2019 through NEFT which is on record. It is therefore manifestly clear that the entire consideration amount has been paid to the respondents prior to the execution of the agreement of sale dated 03.10.2019 by the parties with respect to the said premises.

26. The Hon'ble Supreme Court in the case of “ *Experian Developers Pvt. Ltd. vs. Sushma Ashok Shiroor*” (2022) SCC Online SC 416” has held as follows:

“22.1 We are of the opinion that for the interest payable on the amount deposited to be restitutionary and also compensatory, interest has to be paid from the date of the deposit of the amounts. The commission in the order impugned has granted interest from the date of last deposit. We find that this does not amount to restitution. *Following the decision in DLF Homes Panchkula Pvt. Ltd. vs. DS Dhanda and in modification of the direction issued by the commission, we direct that the interest on the refund shall be payable from the dates of deposits. Therefore, the appeal filed by the purchaser deserves to be partly allowed. The interests shall be payable from the dates of such deposits.*”

27. Rule 18 of The Goa Real Estate (Regulation and Development) (Registration of Real Estate projects, Registration of Real Estate agents, Rates of Interest and Disclosures on websites) Rules, 2017 states as follows:

“18. Rate of interest payable by the promoter and the allottee.—

The rate of interest payable by the promoter and the allottee shall be the State Bank of India highest Marginal Cost of Lending Rate plus two percent, provided that in case the State Bank of India Marginal Cost of Lending Rate is not in use, it would be replaced by such benchmark lending rates, which the State Bank of India may fix from time to time for lending to the general public.”

28. It is therefore once the respondents have received the entire consideration towards the purchase of the Row house from the complainant and that both the respondents, who are the promoters in terms of RERA Act, have failed to adhere to its contractual and statutory obligations, the respondents are duty bound to execute the sale deed in terms of Section 17 and pay interest @ 11.10% (i.e. 9.10% plus 2%) in terms of Section 18 read with Rule 18 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 per annum, which is presently State Bank of India highest Marginal Cost of Lending Rate, to the complainant from the dates of deposit of such amounts as referred above, till date of possession, i.e 29.07.2022. The benefit of the statutory interest goes to the complainant having regard to above provision of law as parties had entered into a written agreement for sale of the said Row house and as the respondents have failed to complete and was unable to give possession of the said Row house, in

accordance with the terms and conditions of the Agreement. Hence, the Point (1) above is answered in the affirmative.

Point no. 2

29. Ld. Advocate Shri Neelesh Takkekar for the complainant has submitted that the project which is registered under registration no. PRGO08180382 is with reference to project “Aansav Verde” and the respondents have not registered the said project namely “Aansav Verde Phase II” which is a separate project and that the respondents have not produced on record the said project registration certificate in support of their case nor discharged the burden that the project “Aansav Verde Phase II” has been duly registered in terms of Section 3 of the Act. The said project proposed to be developed in phases is based on approvals and commencement certificates from the competent authority for each such phase. No such documents have been produced nor does the project have a valid registration certificate comprising of the premises agreed to be sold and therefore, the respondents be directed to register the said project. As against that, Ld. Advocate Shri Siddharth Samant and Ld. Adv Shri Swetank Shantanu for the respondents have submitted that the project was duly registered under Goa RERA with registration no. PRGO08180382 dated 03.08.2018. The Agreement for sale dated 03.10.2019 explicitly mentions the registration details and therefore, the above submissions are preposterous.

30. Discernibly, the Agreement for sale dated 03.10.2019 makes a reference that the project has RERA registration no. PRGO08180382 dated 03.08.2018 and the project was granted approval on 03.08.2018. The Complaint as well as the Agreement for sale make a reference about RERA registration having registration number as stated above with registration details, which are to the knowledge of the parties. There is no evidence that the Row house agreed to be purchased by the complainant pertains to a different phase and that it has not been registered, more particularly when, the agreement as well as the emails and other documents produced on record refer that the said project is registered with reference to the Project "Aansav Verde Phase II". The above submissions of Ld. Adv. Shri Takkekar therefore cannot be accepted having any merits. Hence, the above Point is answered in the negative.

Point no. 3, 4 and 5

31. Ld. Advocate Shri Neelesh Takkekar for the complainant has submitted that the respondents have carried out sub-standard construction of work relating to the said premises and that there are serious defects with regards to the workmanship and quality of construction. The respondents have used low/less quality construction materials due to which there are several cracks caused in the RCC pillars and slab of the premises, which has further spoilt the interior of the said premises by making the premises inhabitable for occupation of the

complainant. There is also water dripping issue from the roof of the bedrooms, which causes severe inconvenience. The road leading to the subject premises is in pathetic condition and the same is left unattended by not tarring the same. The respondents are also required to complete the project by building Row house in all respect as per specification mentioned in Schedule IV of the agreement, which they have failed to provide any amenities including club house, swimming pool. etc.

32. Per contra, Ld. Advocates Shri Siddharth Samant and Shri Swetank Shantanu for the respondents have submitted and rightly so that no grievances were raised regarding the alleged construction defects, when the possession letter was issued on 29.07.2022 nor there is any evidence regarding sub-standard construction, approach road issues, water leakage and ongoing construction disturbances. The averments in the Leave and License Agreement dated 22.12.2021 that the complainant is absolutely seized and possessed of a residential row house together with items and fixtures as per the schedule, belies the case of the complainant that the project is uninhabitable. Moreover, the complainant has not produced on record any expert report, valuation report, or technical assessment by a qualified professional, to substantiate the allegation of substandard work or any videos, or other documentary proof to demonstrate any defects in the construction. The photographs produced by the complainant are insufficient to

prove his case. There is therefore no evidence brought on record in support of the above issues and therefore, the Point no. 3, 4 and 5 are answered in the negative.

Point no. 6 and 7

33. The complainant has prayed to refer the matter to the Ld. Adjudicating Authority to decide in terms of Section 18(1)(A) and Section 71 for compensation, for loss suffered for non-handing over habitable possession, mental agony for being into litigation, mental trauma hardship and for litigation cost. Nonetheless, under Section 71 of the RERA Act, compensation under Sections 12, 14, 18 and 19 of the RERA Act has to be adjudged only by the Adjudicating Officer. Accordingly, the above prayer for compensation has to be dealt with by the Adjudicating Officer for adjudging the compensation, if any. The complainant may prefer an application before the Adjudication Officer for compensation, if so desires. Hence, the above point is answered accordingly.

34. The respondents have violated the provisions of Section 17 and Section 18 of the RERA Act in not executing a registered conveyance deed in favour of the complainant and handing over physical possession of the Row House bearing no. G2, in accordance with the terms of the Agreement for sale dated 03.10.2019 entered by and between the parties and therefore, the respondents are liable to pay ₹5,00,000/- (Rupees Five Lakhs only) as penalty under Section 61 of the Act for violation of Section 17 and Section 18 of the RERA Act.


35. The complainant is also entitled for costs for prosecuting the matter since 05.12.2023 as the complainant is a senior citizen and invested his 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 on the grounds not substantiated with any evidence by the respondents. It is therefore a reasonable costs of ₹1,00,000/- (Rupees One Lakh only) can be safely awarded to the complainant, being senior citizen, prosecuting a case against the respondents, for contravening and ignoring the clear provisions of Section 17 and Section 18 of the RERA Act, which amount shall be borne by the respondents.

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

ORDER

- i. The respondents are directed to execute a sale deed in favour of the complainant in respect of the Row House bearing No. G2, as per the Agreement for sale dated 03.10.2019, in terms of Section 17 of the RERA Act, within 60 days from today.
- ii. The respondents are also directed to pay interest @ 11.10% to the complainant for every month of delay, on the sum of ₹90,00,000/- (Rupees Ninety Lakhs only) from dates of deposit, as referred in Para 25 above, till date of possession, i.e. 29.07.2022.

- iii. The respondents are directed to pay costs of ₹1,00,000 (Rupees One Lakh only) to the complainant, within 60 days of the order, failing which it will carry interest in terms of law, till effective payment.
- iv. The respondents are directed to pay ₹5,00,000/- (Rupees Five Lakhs only) as penalty under Section 61 of the Act for violation of Section 17 and Section 18 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 respondents.
- v. The respondents are directed to file compliance report of this order in the form of an affidavit within sixty days of this order, failing which further legal action will be initiated by the Authority under the RERA Act for execution of the order.


(Vincent D'Silva)
Member, Goa RERA

Panaji, Goa.

Date: 20.05.2025