



GOA REAL ESTATE REGULATORY AUTHORITY

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F.No:3/RERA/Complaint (434)/2024/1059

Date:11/08/2025

Mr. Sudesh Naik and Shruti Naik

Patrong Baina, Vasco Da Gama,
Goa, South Goa, 403802

..... Complainant

• V/s

Mr. Adam Abdul Jumma

Proprietor of Aman Builders and Developers
Karma Empress Building
Next to KTC bus stand Vasco-Goa,
South Goa, 403801

..... Respondent

ORDER

(11/08/2025)

This order disposes of the online complaint dated 09/08/2024 filed by Mr. Sudesh R. Naik and Mrs. Shruti S. Naik (complainants) before the Goa Real Estate Regulatory Authority (Goa RERA) against Mr. Adam Abdul Jumma, Proprietor of Aman Builders & Developers (Respondent) under Section 31 of Real Estate (Regulation and Development) Act, 2016 (herein after referred to as 'the Act'), alleging that the Respondent has failed to construct and deliver the possession of the Flat No. 6 (subject property) booked by the complainants in the project "AMAN'S JATAYU" (herein after referred as 'subject property') which was registered on 21.01.2020 vide project registration No. PRGO01200435; within the agreed time period and even till date inspite of making all the

payments as per agreement for Construction cum- Sale dated 29.09.2017 registered on 04.10.2017 (herein after referred as 'the said agreement dated 29.09.2017') and sought relief u/s 18(1) of 'the Act' by way of direction to the respondent to handover the possession of the subject property by executing necessary conveyance deed upon completion of its construction in all respects and upon obtaining occupancy certificate from the competent authority as well as interest on the payment made for the period of delay caused besides compensation for the delay, harassment, mental agony and for the inconvenience caused, reimbursement of the interest paid in respect of loan amount etc.

2) Consequent upon filing of online complaint and also the hard copies of notarized complaint and other supporting documents by the complainant, a notice was initially issued to the respondent for appearance and reply on 20.09.2024 and further proceedings were continued on various dates thereafter. During the proceedings, the respondent filed reply to the complaint, to which a rejoinder was filed by the complainant followed by a sur-rejoinder filed by the Respondent. Both parties filed affidavit in evidence as well as additional affidavits/submissions pursuant to the directions providing further details as sought.

3) The submissions made by the complainant are summed up as under:-

(i) Complainant has submitted that vide agreement for Construction cum- Sale dated 29.09.2017 registered on 04.10.2017 entered into between the Complainant and the Respondent as proprietor of Aman Builders & Developers, the Respondent for a total consideration of Rs. 20,00,000/- payable in terms of the Said Agreement, agreed to construct and handover the possession of a single bed room flat identified as F-6 admeasuring 56.37 sq. mts., located at **AMAN'S JATAYU (registered on 21.01.2020 vide project registration no. PRGO01200435)** situated at Mestawada Vasco Da-Gama Goa ; within a period of 24 months from the date of execution of the Said Agreement. The said



completion period of 24 months along with the grace period of 3 months expired on 28.09.2019.

(ii) Complainant has further submitted that in terms of the Said Agreement, he has paid a sum of Rs. 23,90,000/- to the Respondent towards consideration and other outgoings of the subject property excluding the applicable GST. Besides, a sum of Rs. 1,49,550/- was also paid to the Respondent towards GST. The Complainants also submitted the details of the payments made on various occasions i.e. amounts paid with date of such payment and mode of payment etc. in respect of the said amount of Rs. 23,90,000/- and also placed payments receipts issued by the Respondent for the purpose, on record.

(iii) The Complainants further submitted that the Respondent failed to construct and deliver unto the Complainant the subject property within the stipulated agreed time period or even as on the date of filing the present Complaint. It was also alleged that although they had repeatedly followed up with the Respondent asking for the status of the construction; however the Respondent except making a bare statement that the construction is under process and sending demands for payments, failed to provide the exact status or the stage of the construction.

(iv) It was further stated by the Complainants that during one of their meeting with the Respondent when they had approached him for the payment of the installment amount, the Complainants questioned him for the inordinate delay caused whereupon the Respondent assured them of completing the Said Project soon and further assured for compensation for such delay on completion of the Said Project and believing such assurance given by the Respondent, the Complainants made the payments towards the consideration as and when called upon by the Respondent with the hope that the possession of the subject property shall be delivered at the earliest with provisions of compensation for delay. However, to their surprise, the Respondent started avoiding them whenever they tried to contact him or meet him thereafter and after much efforts to contact and

meet the Respondent, they were able to meet him in his office during the month of April 2024 and when they questioned the Respondent, he threatened and insulted them and further challenged them to take any action but he shall not pay any compensation for the delay caused and also declined to provide status of the construction stage and the possible handover date.

(v) The Complainant also submitted that the subject property was booked by them considering his need for separate residence for their family owing to the family issues at the ancestral house of his parents and thus the delivery of possession of the subject property on the agreed date was of utmost important to them and the Respondent was accordingly apprised with the same and that it is based on the representation and commitments of the Respondent to deliver the subject property within agreed time period, they invested their hard earned money in the subject property and had planned his shifting accordingly based on the time provided for possession.

(vi) The complainant further submitted that on account of failure of the Respondent to deliver the possession as agreed, the Complainants vide their letter dated 23.05.2024 (copy placed on record) called upon the Respondent to inform by when the Possession of the subject property shall be delivered upon completing the same and obtaining Occupancy Certificate for the same as well as called upon to compensate for the delay caused as assured, however, the Respondent failed to reply the same or provide any status as regards the completion of the subject property and the building thereof.

(vii) The complainant further submitted that since the Respondent failed to construct and deliver the possession of the subject property within the agreed time period and even till date inspite of making all the payments on the due dates or even before such due date, the Complainants are entitled for interest on such payment made for the period of delay caused besides compensation for the delay,

harassment, mental agony and for the inconvenience caused and prayed accordingly. In addition, the Complainants also pleaded for reimbursement of the interest amounting to Rs. 4,32,790/- (as on 27.06.2024) paid by them to their Banker in respect of loan amount of Rs. 15,00,000/- during the period of delay and also Annexed a copy of the Loan Statement in support of their submissions. The Complainant further emphasized that the Respondent's failure to provide status of the construction, failure to hand over the possession of the Said Premises within the agreed period besides non disclosure about the factum of execution of the Said Agreement dated 29.09.2017 with the Complainants at the time of registration of the subject project with this authority; is in breach of the provisions of the Real Estate (Regulation and Development) Act, 2016 and the Respondent therefore needs to be punished accordingly. Besides above, the Complainant prayed for action against the Respondent for having failed to complete the construction of the subject property and handover the possession thereof within the scheduled time as well as direction to the respondent to handover the possession of the subject property by executing necessary conveyance deed upon completion of its construction in all respects and upon obtaining occupancy certificate from the competent authority. The Complainant further also prayed for direction to the Respondent to pay cost and expenses of the present proceedings and also for such other reliefs as this authority may deem fit and proper.

4. The submissions made by the respondent are summed up as under:

(i) The Respondent while referring to the said Agreement for Sale dated 29/09/2017 submitted that the Complainant is liable to pay all taxes as mentioned in the said agreement to the Respondent in addition to total sale consideration of Rs.20,00,000/- (Rupees Twenty lakhs Only) before taking possession of the subject property. It was also stated that in terms of Clause No.3 (a) and (c) of the said Agreement for Sale, the Respondent is not liable for non delivery of the

subject property if the completion of building including the subject property is delayed on account of FORCE MAJEUR CLAUSE.

(ii) Referring to details of purchase of land and the consequential litigation and in the context thereof, respondent submitted that owing to the litigation, Mormugao Municipal Council was reluctant to renew the construction license which expired on 14.04.2017; however the same was renewed on 10/06/2022 and placed a copy of Renewal Construction license dated 10/06/2022 on record. Further, Development Permission dated 05/04/2016 was renewed by Mormugao Planning and Development Authority vide its Order dated 06/07/2024 under Ref. NO.MPDA/1-J-36/2024-25/815 followed by issuance of completion certificate on 07.08.2024. Further, the occupancy certificate was issued on 18/10/2024. Copies of the said completion certificate and occupancy certificate were also placed on record. It was further submitted that in view of the above circumstances, the Respondent could not complete the construction of building and deliver the possession of the subject property to the Complainant. Further the Respondent stated that the delay occurred was thus due to the litigation and delay of renewing the licenses/permission by the concerned authority/s and the same is covered under FORCE MAJEUR CLAUSE. The Respondent further submitted that it also addressed a letter dated 30/10/2024 to the Complainant to take possession of the subject property by complying the terms mentioned in the Said Agreement dated 29.09.2017.

(iii) The Respondent also submitted that order dated 11/11/2016 passed by Civil Judge Senior Division, Mormugao in Inventory Proceeding and Non renewal of Construction License was within the knowledge of the Complainant at the time of execution of Agreement for Sale dated 29/09/2017 as the copies of the same were furnished to the Complainants before execution of Agreement for Sale dated 29/09/2017. Further, copy of Construction license dated 15/04/2016 clearly mentioning that it was valid for one year; was also placed on record. It was



further submitted by the Respondent that the Complainant has executed the Agreement for Construction and Sale dated 29/09/2017 with the Respondent after verification of permissions and the said construction license of the project which was expired at the time of execution of aforesaid Agreement.

(iv) The Respondent further submitted that the Complainant had approached, the Respondent to purchase the subject property in the month of January 2017 for total amount of Rs.20,00,000/- and paid token amount of Rs.1,00,000/- to the Respondent. Thereafter, in May 2017 the Respondent orally informed the Complainant that the Construction license is not renewed on account of Order dated 11/11/2016 passed by Civil Judge Senior Division, Mormugao in Regular Inventory Proceeding No.01/2013/B and requested to cancel the booking of the Subject property . Further, at the instance of the Complainant, the Respondent entered into an Agreement for Sale dated 29/09/2017 duly registered on 04/10/2017 wherein the details of the permissions and licenses were mentioned at para 3 page 4 was further submitted that the construction work of the building was completed upto Second Floor at the time of execution of the aforesaid Agreement .

(v) While denying delay in construction of the subject property in question and handing over the possession thereof to the Complainant within a period of 24 months as per the agreement executed between the parties and the said completion period of 24 Months got expired on 28.09.2019, Respondent submitted that it was within knowledge of the Complainant that the construction work was stopped owing to non renewal of Construction license and Order dated 11/11/2016 passed by Civil Judge Senior Division, Mormugao in Regular Inventory Proceeding No.01/2013/B.

(vi) The Respondent further submitted that complainant is liable to pay 12 % GST on total sale consideration of Rs.20,00,000/-(Rupees Twenty Lakhs Only) to the Complainants and till date a sum of Rs.20,40,000/-(Rupees Twenty Lakhs



Forty Thousand Only) is paid by the Complainant to the Respondent. The Complainant has to pay a further sum of Rs.2,00,000/- to the Respondent which includes balance sale consideration and GST. The Respondent further denied having received any cash amount from the Complainants as stated in the Complaint and further averred that the receipts on plain papers produced by the Complainants are fabricated and forged documents.

(vii) Denying that he did not inform the status of the construction of the projects despite being so requested by the complainant, The Respondent submitted that he personally informed the Complainants about the status of the construction of the building and also further denied that he threatened and insulted complainant or challenged them to take any action and that he shall not pay any compensation for the delay caused and also submitted that the Respondent has suffered financial loss on account of delay of construction work of Subject property because of increase of price of construction materials and further denied that the Complainants have suffered financially or on account of mental agony on account of delay of completion of Subject property . The Respondent further denied that the payment as agreed to was made on due dates or even before such due date at the request of the Respondent and that the Complainants are entitled for interest on such payment made for the period of delay caused and are also entitled for the compensation for the delay, harassment, mental agony and for inconvenience caused also that the Respondent is not liable to make payment for reimbursement of interest amount paid by the Complainant to their Bank during the period of delay and further the Bank has released the payment upon verification of construction work of the Subject property .

5. The arguments made by both parties were heard and the Complainant as well as Respondent also placed written arguments on record.



6. **Issues raised**

After going through the entire records of the case, the points which arise for my consideration and findings thereon for the reasons to follow are as under:-

Sr. No.	Points for determination	Findings
A.	Keeping in view of the differing versions of the complainant and the respondent as to the total payment made/received towards the amounts due under the agreement for construction cum sale dated 29-09-2017 including GST and also the objections of the respondent in respect of the receipts of any cash payments; the total amount which has been paid by the complainant to the respondent and which may be taken to be contributing towards the amounts due under the said agreement dated 29-09-2017 including GST?	As per para 7 of the order
B.	Whether the Complainant has made the complete payment of all the amounts due under the said agreement dated 29-09-2017 including the basic cost of the subject property i.e. Rs.20,00,000/- and GST delay and whether the	As per para 8 of the order

	Respondent is justified in demanding further payment of Rs. 2,00,000/-?	
C.	Whether the Promoter Respondent failed to complete the project in time and has not been able to give possession of the duly completed subject property booked by the allottee by the date specified and in accordance with the terms of the Agreement for construction cum Sale dated 29.09.2017	In Affirmative
D.	Whether Respondent is liable to hand over the Possession of the subject property and execute the conveyance deed in favour of the complainant/ allottee and also to pay interest in terms of section 18(1) of the Act, w.e.f. the date of possession i.e 28.09.2019 as per the said Agreement @ MCLR + 2% for every month of delay till the handing over of the possession to the complainant/ allottee?	In Affirmative
E.	Whether the Respondent is liable pay penalty under section 59 of the Act for violation of Section 3(1) of the Act.	In Affirmative

F.	Whether the Respondent is liable pay penalty under section 60 of the Act for violation of Section 4 of the RE (R&D) Act, 2016	In Affirmative
G.	Whether the Respondent is liable pay penalty under section 61 of the Act for violation of Section 17 and Section 18 of the RE (R&D) Act, 2016 on account of his failure to hand over possession by executing registered conveyance deed in favour of the complainant	In Affirmative
H.	Whether the complainant is entitled for cost and expenses of proceeding?	In affirmative and as per para 14 of the Order.
I.	Whether the complainant is entitled for re-imbursement of the interest paid by him on the bank loan availed for making payment towards the sale amount of the subject property booked vide the said agreement dated 29.09.2017.	In negative and as per para 15 of the order
J.	Whether the Complainant are entitled to claim compensation under the Act for hardships and in convenience caused, for mental harassment, for blocking funds of the complainant etc.	In Affirmative and as per para 16 of the order

7. Point No. A

(i) The complainant has submitted that he has paid a sum of Rs. 23,90,000/- to the Respondent towards consideration and other outgoings of the Subject property in terms of the Said Agreement dated 29.09.2017 (excluding the applicable GST). He also submitted the specific details of the payments made on various occasions i.e. amounts paid with date of such payment, mode of payment etc. and also placed on record 17 payments receipts issued by the Respondent for the purpose. Per contra, the respondent has submitted that he has received only Rs.20,40,000/- till date and denied the payments claimed to have been made in cash. It is further observed that out of a total of 17 receipts, 15 of the receipts are on printed format and remaining 2 have been issued on plain paper. out of the 15 receipts on printed format, payment in respect of 14 receipts is either by cheque, demand draft or by NEFT/Bank transfer and only in case of one receipt No.792 dated 18.04.2024 for an amount of Rs.70,000/-, the payment was made in cash. The remaining 2 receipts issued on plain paper, one dated 16.03.2017 for an amount of Rs.2,00,000/- and the other dated 05.04.2017 for an amount of Rs.80,000/- both payments made in cash, have been specifically denied and objected to by the respondent stating that the same are fabricated and forged documents. In respect of other receipt dated 18.04.2024 for an amount Rs.70,000/- paid in cash, the respondent has generally denied having received any payment in cash besides has also stated that he never insisted for any amount to be paid by complainant in cash. However, the respondents in para 23 of its reply has specifically objected only to the two receipts dated 16.03.2017 & 05.04.2017 issued on plain paper alleging these to be fabricated and forged documents and also reiterated the same during the course of the arguments as would be revealed from the contents of para 3 of the written arguments submitted by him, which reads as follow:



“It is the case of the Complainant that the Complainant has paid the part amount of Rs.1,00,000/-(Rupees One lakh Only) on 11/02/2017 by way of Cheque to the Respondent and Rs.2,00,000/- (Rupees Two Lakhs Only) and Rs.80,000/- (Rupees Eighty Thousand Only) paid to the Respondent by way of cash on 16/03/2017 and 05/04/2017 respectively and the Respondent has signed acknowledged on Plain paper which receipts are disputed by the Respondent in his Written Statement.”

(ii) As noted at preceeding para, the Respondent has admitted that a sum of Rs.20,40,000/-(Rupees Twenty Lakhs Forty Thousand Only) was received by the Respondent from the complainant and also submitted an additional affidavit in evidence dated 22.05.2025 to the same effect. The comparison of the total payments claimed to have been made by the complainants towards consideration and other outgoings of the subject property i.e Rs.23,90,000/- and the total payment admitted to have been received by the respondent i.e. Rs.20,40,000/-, however, reveals that respondent is disputing a total payment of Rs.3,50,000/- made in cash which includes not only the 2 receipts issued on plain paper as referred to above for a total amount of Rs.2,80,000/- but also another receipt dated 18.04.2024 though issued on printed format and bear the stamp of the promoter but is in respect of a payment of Rs.70,000/- made in cash. As noted in preceding para, the issuance of the said receipt has not been denied specifically by the respondent herein.

(iii) Another plea raised by the respondent in this regard, is that as per clause 2 of the Said Agreement dated 29.09.2017 (page 6 of the agreement); the Complainant upto and at the time of signing of the said agreement, had paid to the Respondent the part amount of Rs.3,00,000/- i.e Rs.1,00,000/- by way of Cheque No. 130604 dated 11/02/2017 drawn on Dena Bank, Vasco Branch ; Rs.1,00,000/- by Cheque No.017001 dated 28/09/2017 drawn on Dena Bank, Vasco branch and Rs.1,00,000/- by cheque No.00027 dated 28/092017 drawn on

HDFC Bank and that there is no mention of the payment of Rs.2,80,000/- made by way of cash which is claimed to have been made by the complainant vide receipts dated 16.03.2017 and 05.04.2017 i.e. prior to execution of the said Agreement dated 29.09.2017. It was further argued that Agreement for Sale dated 29.09.2017 is signed by the Complainants as well as by the Respondent.

(iv) Though the respondent has specifically objected to and disputed a total payment of Rs.2,80,000/-, claimed to have been paid by the complainant in cash vide receipt dated 16.03.2017 for an amount of Rs.2,00,000/- and the other dated 05.04.2017 for an amount of Rs.80,000/-, (both issued on plain paper) alleging the said receipts are fabricated and forged documents, mere issuance of the said 2 receipts on plain paper or the allegations of the respondent that these receipts are fabricated and forged without bringing forth any evidence in support of his averments; cannot itself render the payment of Rs.2,80,000/- made vide these receipts, as disputed or invalid. The other plea raised by the respondent that while the details of payment of Rs.3,00,000/- made by the complainant upto and at the time of signing of the said agreement, to the respondent vide three cheques was noted in the Said Agreement dated 29.09.2017, there is no mention or reference to the 2 cash payments of Rs.2,00,000/- and Rs.80,000/- claimed to have been made by the complainant to the respondent on 16.03.2017 and 05.04.2017 respectively in the said agreement dated 29.09.2017 though these payments were made prior to the execution of the said agreement; cannot be brushed away particularly when the said agreement for sale dated 29.09.2017 has been executed by both the parties voluntarily by putting their signatures on each page of the said agreement. Thus in the absence of any allegation of compulsion or duress etc. at the time of execution of the said Agreement and also in view of the provisions of Section 50 of the Registration Act which provides that a duly registered document takes effect as against every unregistered document relating to the same property, the said 2 receipts in respect of total amount of Rs.2,80,000/-

cannot be taken for the present to be contributing towards the total payment made by the complainant to the respondent in respect of the amount due under the said agreement dated 29.09.2017.

(v) It is further clarified that the issue of veracity of receipt dated 16.03.2017 for an amount of Rs.2,00,000/- and the other dated 05.04.2017 for an amount of Rs.80,000/- or the said receipts are fabricated and forged being beyond the scope of the present proceedings; is kept open and the parties would be at liberty to initiate the appropriate proceedings in furtherance of their respective claims.

(vi) Further, the respondent apart from generally denying receipt of any cash payment has not been able to support his objection with regard to the cash payment of Rs.70,000/- made vide receipt dated 18.04.2024 and as such the said receipt constitutes a distinct payment made by the complainant towards the amount due under the said agreement dated 29.09.2017.

(vii) Keeping in view what has been observed herein above and since the payment of Rs.2,80,000/- cannot be taken for the present to be contributing towards the total payment made by the complainant in respect of the amount due under the said agreement; it can be safely inferred that the complainant has paid an amount of Rs.21,10,000/- towards the sale consideration and other charges including the payment of Rs.70,000/- made vide receipt No. 792 dated 18.04.2024.

(viii) The details of the payment of Rs. 21,10,000/- made by the complainants towards the amount due under the said agreement dated 29.09.2017 is as below:

Sr. No.	Amount Paid	Mode of payment	Date of Payment/ Receipt
1.	100000.00	Cheque	11.02.2017
2.	100000.00	Cheque	05.10.2017
3.	100000.00	Cheque	12.10.2017



4.	200000.00	Cheque	09.03.2018
5.	180000.00	Bank transfer	30.06.2018
6.	180000.00	Demand Draft	25.03.2019
7.	180000.00	Demand Draft	22.05.2019
8.	180000.00	Demand Draft	14.05.2020
9.	180000.00	Demand Draft	12.10.2020
10.	120000.00	NEFT	14.01.2021
11.	180000.00	NEFT	14.01.2021
12.	120000.00	Bank Transfer	23.10.2021
13.	120000.00	Bank Transfer	29.04.2023
14.	100000.00	Bank Transfer	01.04.2024
15.	70000.00	cash	18.04.2024
Total	Rs. 21,10,000.00 (Rupees Twenty One Lakhs Ten Thousand Only)		

(ix) With regard to the payments made /received toward GST liability, the complainant vide application dated 02.06.2025 inter-alia placed on record the specific details of the payments amounting to Rs.1,03,550/- made by him in respect of GST. Though a copy of the same was forwarded by the complainant to the respondent, the respondent neither made any objections to the said statement separately nor during the course of oral arguments or in written arguments submitted on 11.06.2025; besides the objections already raised by him in his reply and other submissions whereby it was submitted that the complainant is liable to pay 12% GST on the basic sale consideration, and that the complainant is yet to pay further sum of Rs.2,00,000/- to the respondent towards balance sale amount and GST. However, the respondent neither submitted any document with regard to rate of GST applicable to the present case or the total liability of GST as well as breakup of the balance amount of Rs.2,00,000/- providing the specific balance sale amount due and the amount yet to be paid towards GST liability by the complainant. The respondent has also not placed copies of any demand letters pertaining to the pending liabilities of GST and has just claimed that a lump sum amount of Rs.2,00,000/- is yet to be paid by the complainant, without providing



any details or documents. It is also relevant to add that in case the promoter builder had opted to pay GST at the rate of 12% which entitled him to the benefit of Input Tax Credit, a corresponding duty was also implied upon the Promoter to grant consequential relief to the complainant/allottee in terms of the anti-profiteering provisions but no such details have been furnished by Promoter /Respondent. On the other hand the complainant while claiming that it has already paid the entire GST as applicable, has given specific details of the total payment of Rs.1,03,550/- made towards the GST and has also placed receipts on record. While the respondent has not specifically denied the payment of Rs.1,03,550/- by the complainant towards GST, it has insisted upon payment of the lump sum amount of Rs.2,00,000/- claimed to be due from the complainant on account of balance of sale amount & GST without even providing breakup of the balance of sale amount and GST liability.

(x) In view of what has been discussed herein above, it is evident that an amount of Rs.1,03,550/- has actually been paid by the complainant towards GST liability. In view of the findings reached herein above that the complainant has paid an amount of Rs.21,10,000/- towards the sale consideration and other charges, the quantum of total payment made by the complainant to the respondent can be safely taken to be Rs.22,13,550/- (Rs.21,10,000/- & Rs.1,03,550/-).

Point A is thus answered in above terms.

8. Point No. B

(i) Admittedly, the subject property was agreed to be sold to the complainant for a total consideration of Rs.20,00,000/-. Besides the said consideration amount, any levies and taxes imposed by the competent/concerned authority, GST and the expanses for the utilities were also to be borne by the complainant. It is further noted that the complainant while claiming that it has made all the payments due under the agreement dated 29.09.2017 as well as towards GST; has furnished the details of the payment made including date of payment etc.

alongwith the copies of the receipts. The respondent on the other hand, apart from objecting to receipt of payments made in cash, has vaguely claimed non-payment of taxes and utility charges etc. without giving any details as to the amounts received on this count and the exact details of the pending charges/amount and has again generally claimed a lump sum amount of Rs.2,00,000/- from the complainant towards balance sale amount and GST without even specifying balance sale amount and GST separately. The receipt of various payments placed on record by the complainant further reveals that the last 2 payments of Rs.1,00,000/- (by cheque) paid vide receipt dated 01.04.2024 and Rs.70,000/- (by cash) paid vide receipt dated 18.04.2024 are the payments towards part of final handover inclusive of taxes/ handover of possession of flat F-6, 2nd Floor (subject property). However, the respondent while claiming that an amount of Rs. 2,00,000/- was yet to be paid by the complainant towards balance sale amount and GST; has clearly admitted that till date a sum of Rs.20,40,000/-(Rupees Twenty Lakhs Forty Thousand Only) was received by the Respondent from the complainant. Besides, the respondent submitted an additional affidavit in evidence dated 22.05.2025 to the same effect. In view of the above, it is evident that the claim of the respondent with regard to pending dues of Rs.2,00,000/- on the part of the complainant is vague in the absence of specific details as even simple breakup of balance sale amount and GST separately has not been furnished to support its case.

(ii) In view of what has been discussed herein above and particularly the findings that complainant has already made a total payment of Rs.22,13,550/- to the respondent; it can be safely inferred that the complainant has made all the payments including the GST as due under the said agreement dated 29.09.2017 and the claim of the respondent of demanding further payment of Rs.2,00,000/- is without any basis and merit.



(iii) With regard to the issue of delay in making of payments by the complainant, it is observed that though the respondent has raised this issue stating that the complainant is liable to pay interest for delayed payments but he has neither taken the trouble of providing details of specific payments which were delayed nor has provided duration of delay and the amount of interest claimed in respect of the same. The complainant on the other hand has stated that all the payments were made on time and some even before time and also placed details of payments with date of each payment on record. It appears that the respondent has raised this issue casually without any basis and just to add some force to his case. As such the contentions of the respondent in this regard does not hold water and is rejected summarily. Point B is answered accordingly in above terms.

9. Point No. C

(i) (a) At the outset, it is observed that as per Agreement for construction cum Sale dated 29.09.2017, the completion of the project and handing over of the possession of the subject property duly completed was promised within 24 months from the date of execution of the said Agreement i.e on or before 28.09.2019. The Respondent though has not disputed the said date but has sought to justify the delay in completion of the project and handing over of the possession of the subject property owing to litigation and delay in renewal of licenses/permissions by the concerned Authority and further submitted that the same was covered under Force Majeure Clause. The respondent has submitted that Mormugao Municipal Council was reluctant to renew the construction license owing to the litigation, which was further renewed only on 10/06/2022. Further, renewal of Development Permission dated 05/04/2016 was also delayed and was granted vide Order dated 06/07/2024 followed by issuance of completion certificate on 07.08.2024 and occupancy certificate on 18/10/2024. Further, the Respondent has also sought to rely upon clause 3(a) and 3(c) of the

Said Agreement dated 29.09.2017 which provides for extension of the time of completion and handover as stipulated in the said agreement dated 29.09.2017 if the completion of the building including the subject property is delayed on account of force majeure/ any other circumstances beyond the control of the developer including non availability of material, water supply, electric power, Government Notification, Court Orders, etc. This plea of the Respondent, however is in contradiction of his own stand as above whereby he has vehemently argued that the delay caused in completion of the project was primarily due to litigation and consequential delays in renewal of various licenses and permissions.

(ii) The Complaint on the other hand has contended that the said litigation and consequential delays in permissions/licenses cannot be claimed to be force majeure event as the Respondent was having full knowledge of the same since inception and knowing fully about the Injunction order, induced the Complainants to enter into Agreement with him by suppressing such material facts. The complainant also denied that he was made aware of the pendency of the litigation and the passing of the Order at the time of executing the Agreement with the Complainant. The complainant also submitted that, the precedent set by Hon'ble Supreme Court in various judgments is very clear that delay in getting various approvals and permissions cannot be considered as a force majeure event. The developer being in the real estate business, the time given for delivery of possession is after considering all these aspects and thus the developer at a later stage cannot contend the time lapsed in obtaining such permissions as force majeure events.

(iii) The meaning of 'Force Majeure' has been elaborated in explanation appended to section 6 of the Act and does not cover the case made out by the promoter/respondent herein. Hon'ble Maha REAT vide para 22 of its order dated



23.09.2024 in case titled **“Mr. Balu Sajaba Dhatrak Vs Rashmi Realty Builders Private Limited”** while dealing with similar facts, held as follows:

“22 the Force Majeure factors as demonstrated by the promoter do not fall within the ambit of explanation to section 6 of RERA which clearly clarifies that *force majeure*” shall mean case of war, flood, drought, fire, cyclone, earthquake or any other calamities caused by nature affecting the regular development of Real Estate project. None of the grounds as demonstrated by the promoter falls within the scope of explanation to section 6 of the Act, which could have justified delay. Therefore, we are of the considered view that delays in granting of permissions/sanction from various competent authorities, litigation in the court, etc. cannot be construed as *force majeure*.

(iv) Further, Hon’ble Bombay High Court at para 119 of its judgment dated 06.12.2017 in case titled **Neelkamal Realtors Suburban Pvt. Ltd. vs The Union Of India And Ors** has interalia observed as follows:

“The promoter would tender an application for registration with the necessary preparations and requirements in law. While the proposal is submitted, the promoter is supposed to be conscious of the consequences of getting the project registered under RERA. Having sufficient experience in the open market, the promoter is expected to have a fair assessment of the time required for completing the project. After completing all the formalities, the promoter submits an application for registration and prescribes a date of completion of project.”


(v) This Authority in case titled **“Bhiva Madso Gawas vs Uday Ghanshyam Naik”** while dealing with similar issues held as follow:

“The agreement for sale mentions the date for possession to be given to the complainant subject to the availability of construction material, any act of God or other causes beyond the control of the “The agreement for sale mentions the date for possession to be given to the complainant subject to the availability of construction material, any act of God or other causes beyond the control of the

vendor and hence the aforesaid provision of law is not applicable in the instant case. There is no merit in the aforesaid argument since it is held by the Apex court in the case of “M/s Imperia Structures Ltd. (supra), that “non-availability of contractual labour, delay in notifying approvals cannot be construed to be force majeure events from any angle”. In the case of **M/s Newtech Promoters and Developers Pvt. Ltd. Vs. State of UP and Ors.” in civil appeal no. (s) 6745-6749 and 6750-6757 of 2021**, 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.”(emphasis supplied). Thus, the aforesaid ground for delay in delivering of possession, as given by the respondent, will not come to the rescue of the respondent from legal liabilities under the said Act and corresponding legal rights accrued to the complainant under the said Act.”

(vi) In view of what has been noted herein above, the contentions of the promoter are of no help to him as the issue of the possible delay in renewal of construction license, development permissions etc. due to said injunction order dated 11.11.2016; could be reasonably expected to be well within his knowledge and despite the same, the Respondent vide the said agreement dated 29.09.2017 committed to complete the construction and handing over of possession of the subject property within 24 months of the signing of the said agreement.

(vii) It is noted that while the promised date of completion and handing over the subject property was on or before 28.09.2019, the occupancy certificate for the project “Aman’s Jatayu” was granted on 18.10.2024. It is also matter of record and not disputed either by the complainant or the Respondent that initial letter for handing over possession was issued by the Respondent to the Allottee Complainant on 30.10.2024. Pertinently, the explanation or justification



submitted by the promoter that the delay was on account of litigation and consequential belated grant of requisite permissions/licenses by various authorities or that the provision of clause 3(a) and 3(c) of the said agreement dated 29.09.2017 provide for extension of the period of construction in the circumstances covered in said clauses and the said circumstances would be covered under Force Majeure; have already been considered herein above and found irrelevant and without any merit.

(viii) In view of what has been discussed herein above, it is more than evident that neither the project could be completed by the promoter on or before 28.09.2019 as agreed to vide Agreement of for construction cum sale dated 29.09.2017 nor the possession of the duly completed subject property was delivered to the Allottee complainant within the agreed timeline.

10. Point No. D

(i) It has already been concluded in the preceding para that the promoter has failed to complete the project and handover the possession of the duly completed subject property to the Allottee/complainant within the agreed timeline in terms of the said Agreement dated 29.09.2017. On perusal of Section 18(1) of the Act read with the proviso appended to it, it is clear that if Promoter fails to complete the project or is unable to deliver possession of the duly completed apartment, plot or building in accordance with the terms of the Agreement for sale to the allottee and the allottee does not intend to withdraw from the project then, Promoter shall pay interest for every month of delay till the handing over of the possession, to Allottee at such rate as may be prescribed. Thus, the issue in question falls squarely under the provisions of sec 18(1) of the Act.

(ii) The Hon'ble Supreme Court in the case of **"Imperia Structures Ltd. Vs. Anil Patni and Another"** 2020(10) SCC 783 at Para 25 of its order has with respect to provisions of Section 18 of the Act, observed as follows:-

“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).”

(iii) Further, the observations made by the Hon'ble Supreme Court at Para Nos. 25 of its judgment dated November 11, 2021, in the case of **M/s Newtech Promoters and Developers Pvt. Ltd vs. State of Uttar Pradesh & Ors, (supra) dated 11th November 2021** are extracted herein 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.”

(iv) In view of above, it is clear that the rights of Allottees under Section 18 of the Act are unconditional and absolute, regardless of unforeseen events including stay orders of the Court/Tribunal, any other reasons or even factors beyond control of the Promoter. Further, the contention of the Promoter that the delay was on account of litigation and consequential belated grant of requisite permissions/licenses by various authorities or that the provision of clause 3(a) and 3(c) of the said agreement dated 29.09.2017, provide for extension of the period of construction in the circumstances covered in said clauses and the said circumstances would be covered under Force Majeure; are of no help to the Promoter to negotiate with the rigors of the consequences spelt out under section 18(1) of the Act in case where Promoter fails to complete or handover possession of the subject property by the agreed timeline.

(v) 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.

(vi) It has already been held at Para B above that complainant has already made a total payment of ₹22,13,550/- to the respondent and it can be safely inferred that the complainant has made all the payments including the GST as due under the said agreement dated 29.09.2017 and also that the claim of the respondent of demanding further payment of ₹2,00,000/- is without any basis and merit. It is further noted that the respondent had offered possession to the complainant vide letter dated 30.10.2024 subject to further payment of ₹2,36,788.14/-. The complainants however responded to the said letter vide its communication dated 16.11.2024 stating that it has already paid all the payments due and there are no amounts that are pending at his end. The complainant has also referred to earlier similar reference to reiterate his stand and requested the respondent to handover the possession of the subject property booked on immediate basis by executing the sale deed and also clarified that the acceptance and possession of the sale deed would be subject to his claims which were already subjudice before the Authority. Pertinently, the complainant had filed its complaint before the Authority on 07.08.2024.



(vii) In view of the above, it is clear that the complainant has already paid total amount due under the provisions of the said agreement dated 29.09.2017 and also the requisite amount towards the GST liability and the possession though offered was not handed over by the respondent to the complainant on account of the additional payment demanded by vide letter dated 30.10.2024. Thus the respondent is liable not only to hand over possession of the subject property and execute sale deed of the subject property in favour of the complainant in terms of section 17 of the act but also to pay monthly interest on the amount paid, for the period of delay in handing over of possession under the provisions of Section 18(1) of the Act. Since in the present case, the complainant has opted to continue in the project, he is entitled to the interest with effect from the date of possession as per the said agreement i.e. 28.09.2019 @ MCLR plus 2% till the date of handing over of possession to the allottee. The details of the total payment made by the complainant to the respondent with details of date of payment is already noted at Para 7(vii) which reveals that the complainant had made a total payment of ₹10,40,000/- before 28.07.2019 i.e. the date of possession stipulated in the agreement and the remaining payments were made thereafter at the respective dates as noted in the said table.

(viii) With regard to whether the interest on the amount to be paid u/s 18(1), has to be calculated from the date of payment of respective amounts, it would be relevant to refer to the explanation (ii) of Section 2(z) of the Act (being reproduced below for ready reference) has expressly clarified the period for which the interest needs to be paid by promoter to Allottees as hereunder.

“The interest payable by the promoter to the allottee shall be from the date the promoter received the amount or any part thereof till the date the amount or part thereof and interest thereon is refunded, and the interest payable by the allottee to the promoter shall be from the date the allottee defaults in payment to the promoter till the date it is paid;”



(ix) (e) 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 interest shall be payable from the dates of such deposits.

(f) Rules 18 of the Goa Real Estate (Regulation and Development) (Registration of Real Estate projects, Registration of Real Estate agents, Rates of Interest and Disclosure on websites) Rules, 2017 prescribes the sale of interest payable by the promoter as follows:-

Rule 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 (MCLR) plus two percent:”

Since the highest SBI MCLR as applicable on date happens to be 8.90 (revised since 15.07.2025) and as such, the interest on the amount to be refunded would be leviable at the rate of 10.9%.

(x) In view of what has been discussed herein above, it is evident that the interest payable by promoter to Allottees/Complainants on the total amount of Rs.21,10,000/- in the instant case, would be @ rate of 10.9% on an amount of

Rs.10,40,000/- for the period from 28.09.2019 till the date of this order in lump sum and thereafter monthly till the handing over of the possession of the subject property to the complainant/ allottee. In respect of the remaining amounts paid on different dates totaling Rs. 10,70,000/-, the complainant is entitled for interest @ rate of 10.9% from the date on which the respective amounts have been received from Allottee and till the date of this order in lump sum and thereafter monthly till the handing over of the possession of the subject property to the complainant/ allottee.

(xi) Since the occupancy certificate for the project “Aman’s Jatayu” was granted on 18.10.2024. Accordingly, the Promoter is required to handover the possession of the subject property to the complainant and to execute sale deed of the subject property in favour of the complainant in terms of section 17 of the act within 60 days from the issue of this order without asking for any additional payment.

11. Point No. E

(i) The record reveals that while the agreement for construction cum sale was executed on 29.09.2017 when Section 3 of the Act had already come into force (on 01.05.2017), the application for registration of the project Aman’s Jatayu was itself made as late as on 23.03.2018. As the application for registration was found deficient, the registration of the project was granted on 21.10.2020 consequent upon rectification of the deficiencies by the Promoter. Neither the execution of the said agreement on 29.09.2017 nor the delayed registration of the project on 21.10.2020 have been disputed by the promoter

(ii) In view of what has been noted herein above, the conduct of the Promoter amounts to contravention of Section 3(1) of the Act and attracts penalty under the provisions of Section 59 of the Act. It is further noted that the Complaint in instant case, was filed in August 2024 i.e. much after the execution of the said

Agreement on 29.09.2017 and also the registration of the Project on 21.10.2020. Besides, occupancy certificate for project has also been granted on 18.10.2024.

(iii) Keeping in view that the Project has already been registered since 21.10.2024 and has also been completed, a nominal penalty of Rs.6,00,000/- (Rupees Six lakhs only) for violation of provision of Section 3(1) read with Section 59 of the Act is imposed upon the Respondent.

12. Point No. F

(i) The complainant has also sought relief in terms of levy of penalty under Section 60 of the Act which is applicable in case of contravention of the provisions of section 4 of the Act and needs to be read in conjunction with rule 3 of the Goa Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate agents, Rate of Interest and Disclosures on Website) Rules, 2017. Rule 3(e) of the said rules mandates the promoter to furnish the details regarding the proceedings if any, subjudice in respect of the project land. The submissions made by both the parties during the present proceedings reveal that the promoter was well aware of alleged litigation in the instant case pending since 2013 and an also about injunction order passed in the proceedings on 11.11.2016 by the Civil Court. The record in this case further reveals that the respondent/promoter neither provided details of any litigations in Form II or otherwise by any separate communication and has thereby committed violation of Section 60 of the Act.

(ii) Keeping in view that the Project was registered since 21.10.2020 and has also been completed, a nominal penalty of Rs.1,00,000/- (Rupees One lakhs only) for violation of provision of Section 3(1) read with Section 59 of the Act is imposed upon the Respondent.



13. Point No. G

- (i) 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 said Flat bearing no. F6, situated at Aman's Jatayu (subject property) in accordance with the terms of the Agreement for sale dated 29.09.2017 entered by and between the parties and therefore, the respondents are liable to pay ₹2,00,000/- (Rupees Two Lakhs only) as penalty under Section 61 of the Act for violation of Section 17 and Section 18 of the RERA Act. Pertinently, the issue of payment of interest on the various payments made by the respondent to the complainant in terms of section 18(1) of the Act has already been dealt with herein above under point D.

14. Point No. H

It is noted that despite delayed completion of the project and consequential delay in handing over of the possession of the subject property booked by the allottee, the respondent opposed the complaint trying to defend him unsuccessfully. Despite inclination of the complainant to settle the issue amicably, no sincere efforts appear to have been made by the Promoter/Respondent to sort out the matter. The complainant has admittedly preferred the legal proceedings with regard to the instant complaint. Although, the complainant has not filed any receipt of payment as litigation fee of his counsel, it is evident from the record that the same is being represented by an advocate. Accordingly, the complainant is entitled to a lump-sum costs of litigation including the amount of Rs. 5000/- deposited for filing of the online complaint with Goa RERA. It would therefore be just & fair if the Respondent is directed to pay an amount of Rs. 30,000/- to Complainant on this count.



15. Point No. I

(ii) One of the relief sought by the complainant is regarding reimbursement of the interest paid by the complainant on the bank loan availed by him for making payment for the purchase of the subject property. On this issue, Hon'ble Supreme Court of India vide its judgment dated 04.06.2025 in SLP(C)Nos.27847-27848/2019 titled Greater Mohali Area Development Authority (GMADA) Through its Estate Officer(H) VS Anupam Garg Etc. has observed as follows:

“Here only we may observe that the State Commission, as well as NCDRC's reliance on Priyanka Nayyar (supra) is misplaced. In that case, ₹ 2 lakhs was given as compensation, taking into account that the complainant had suffered interest in the loan taken at the rate of 10.75%. It was not given as payment for the interest itself. By placing reliance on this order, against which one special leave petition indeed stands dismissed, what was open for the commission to do was to, in the attending facts and circumstances, compute an amount as compensation, in which one of the factors would be that in order to secure a property in the scheme floated by the GMADA, the respondents had taken out a loan and would be liable to pay interest thereon. However, this order does not permit the interest on the loan, in its entirety, to be saddled by the authority responsible for the housing scheme and the delay, which is the genesis of the dispute.”

(iii) In view of the above observations made by the Hon'ble Apex Court, the issue raised and relief sought by the complainant could be agitated and considered at the stage of consideration of the matter for award of compensation under section 71 of the Act. Further, the issue of payment of interest on the various payments made by the respondent to the complainant in terms of section 18(1) of the Act has already been dealt with herein above under point D.



16. Point No. J

(i) Section 18 of the Act stipulates that Complainants are entitled to refund including compensation without prejudice to any other remedy available. Section 71 of the Act stipulate specific procedures for adjudication of compensations. Section 72 of the Act further specifies the factors to be taken into account by Adjudicating Officer, while adjudging the quantum of compensations or interest as the case may be under Section 71 which are listed here below:

- a) The amount of disproportionate gain or unfair advantage, wherever quantifiable, made as a result of the default.
- b) The amount of loss caused as a result of the default.
- c) The repetitive nature of the default.
- d) Such other factors which the adjudicating officer considers necessary to the case in furtherance of justice.

(ii) In the instant case, Complainant has filed single complaint before the Authority seeking refund, interest and compensation etc. Upon determination by the Authority, the instant complaint is to be further transferred to Adjudicating Officer for determination of compensation including the items listed at point No. J i.e. hardships and inconvenience caused, for mental harassment, for blocking funds of the complainant etc. as per provisions under Section 71 of the Real Estate (Regulation and Development) Act, 2016.

Directions

In view of the findings arrived at in respect of various points of determination listed from para 7 to 16, it will be just to issue the following directions in the matter.

- i. The respondent in terms of Section 17 of the RERA Act, is directed to handover possession of the subject property to the complainant and also to execute a sale

deed in favour of the complainant in respect of the flat F-6 admeasuring 56.37 sq. mts., located at **AMAN'S JATAYU (subject property)** as per the Agreement for construction cum sale dated 29.09.2017, within 60 days from the date of issue of this order without asking for any additional payment.

- ii. The respondents are also directed to pay interest @ 10.9% to the complainant on an amount of Rs.10,40,000/- for the period from 28.09.2019 till the date of this order in lump sum and thereafter monthly till the handing over of the possession of the subject property to the complainants/allottee. In respect of the remaining amounts paid on different dates totaling Rs. 10,70,000/-, the respondents are directed to pay interest @ rate of 10.9% from the date on which the respective amounts have been received from Allottee and till the date of this order in lump sum and thereafter monthly till the handing over of the possession of the subject property to the complainant/ allottee.
- iii. The respondents are directed to pay costs of ₹30,000 (Rupees Thousand 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 respondent is directed to pay ₹6,00,000/- (Rupees Six Lakhs only) as penalty under Section 59 of the Act for violation of provision of Section 3(1) of the Act.
- v. The respondent is directed to pay ₹1,00,000/- (Rupees One Lakh only) as penalty under Section 60 of the Act for contravention of the provisions of section 4 of the Act read in conjunction with rule 3 of the Goa Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate agents, Rate of Interest and Disclosures on Website) Rules, 2017.
- vi. The respondent is directed to pay ₹2,00,000/- (Rupees Two Lakhs only) as penalty under Section 61 of the RERA Act for violation of Section 17 and Section 18.



- vii. These penalty amounts as noted at (iv),(v)&(vi) above shall be deposited into the bank account of the Authority, within 60 days, failing which necessary proceedings will be initiated against the respondents.
- viii. The respondents are directed to file compliance report of this order in the form of an affidavit within sixty five days of this order, failing which further legal action will be initiated by the Authority under the RERA Act for execution of the order.
- ix. In view of the observations made in respect of Point No.11 at para 16 above, the instant complaint is further transferred to Adjudicating Officer for determination of compensation including the items listed at point No.J i.e. for hardships and inconvenience caused, for mental harassment, for blocking funds of the complainant etc. as per provisions of Section 71 of the Real Estate (Regulation and Development) Act, 2016.
- x. During the course of the proceedings, it was noted that the complainant has claimed to have paid a total amount of Rs.3,50,000/- in cash to the respondent vide receipt dated 18.04.2024 for an amount of Rs.70,000/-, receipt dated 16.03.2017 for an amount of Rs.2,00,000/- and receipt dated 05.04.2017 for an amount of Rs.80,000/- Further, out of the said payment of Rs.3,50,000/- though disputed by the respondent, one payment of Rs.70,000/- has been allowed/confirmed vide the instant order. The relevant details are available at para 7(i) of the instant order. Accordingly, the matter needs to be referred to Jurisdictional Income Tax Authority for taking further action as required in terms of the direction issued by Hon'ble Supreme Court of India vide its judgment in Civil Appeal No.5200 of 2025 (The correspondence, RBANMS Educational Institution vs B. Gunashekar & Another) dated 16.04.2025.

Secretary Goa RERA is accordingly directed to issue an appropriate communication to the above effect enclosing there with a copy of this order and also the copies of the three receipts (the details of which are noted at para 7(i) above) in respect of a total amount of Rs.3,50,000/- claimed to have been made

in cash by the Complainant to the Respondent; to jurisdictional Income Tax Authority for taking further action as required in terms of the direction issued by Hon'ble Supreme Court of India vide its judgment in Civil Appeal No.5200 of 2025 (The correspondence, RBANMS Educational Institution vs B Gunashekar & Another) dated 16.04.2025.


Virendra Kumar, IAS(Retd.)

Member, Goa RERA