



GOA REAL ESTATE REGULATORY AUTHORITY

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F.No:3/RERA/Complaint (471)/2025/59

Date:08/01/2026

Ateef Abtutahir Muzavar

S/o Mr. Abhutahir Muzavar,
R/o House No. 35, Balli Moth,
Queen, South Goa, 403703

..... Complainant

V/s

M/s. Civilco Engineers & Associates

Shop No.1, Shri Saish Co-op Hsg.,
Society Near Savitri Hall, Haveli, Curti,
Ponda, North Goa,403401

..... Respondent

ORDER

(08.01.2026)

1. This order disposes of the online complaint No. 3/RERA/Complaint (471)/2025 filed by Mr. Ateef Abhutahir Muzavar (Allottee complainant) before the Goa Real Estate Regulatory Authority (Goa RERA) against the Respondent M/s. Civilco Engineers & Associates (Partnership Firm), Represented by Authorized person Mr. Gous Mohammed Shiraguppi under Section 31 of Real Estate (Regulation & Development) Act, 2016 (the Act of 2016), , primarily alleging that the Respondent has failed to complete the project "Civilco Arcade" and offer the possession / hand over the possession of duly completed flat with all the basic amenities and necessities on or

[Signature]

before March 2021 and also execute sale deed in favour of Allottee, as agreed between parties to the Agreement for Sale dated 11.01.2021.

2. The complainant has stated that the real estate project in question, namely 'Civilco Arcade,' was proposed to be a residential complex along with amenities of 24-hour backup electricity, covered car parking, two lifts, security personnel, a gym, and a clubhouse etc. and is registered with the Goa Real Estate Regulatory Authority vide Project Registration No. PRGO05180122.
3. It was further stated that the Respondent company, in the beginning of the year 2015, for the first time approached the complainant and presented a rosy picture of the project in question and assured timely delivery of the physical possession of the booked unit. The complainant relying on the aforesaid representations and assurances paid an amount of Rs. 17,50,000, i.e., 7,50,000/- (Rupees Seven Lakhs Fifty Thousand only) by way of cheque No. 045526 of Axis Bank, Ponda branch, dated 15.05.2015 and Rs. 10,00,000 (Rupees Ten Lakhs only) by way of RTGS No. HDFCR52016032976243235 dated 29.03.2016 as token payment/advance. Consequently, the complainant was allotted a unit i.e. Flat No. 306, a 2 BHK flat on the second floor having carpet area of 100.56 square meters(subject property) for a total sale consideration of Rs.47,50,000/-. Further, a registered Builder Buyer Agreement/ Agreement for Sale(herein after referred to as 'the said agreement') was duly executed between the Complainant and Respondent Firm and further registered on 14.01.2021 whereby besides acknowledging the receipt of an amount of Rs.17,50,000/- as token payment/advance against the total sale consideration of the said allotted unit, it was also agreed that the Respondent was liable to offer possession of the booked unit, to the Complainant on or before March 2021.
4. It was also stated that despite issuance of Completion Certificate dated 04.10.2022 followed by Occupancy Certificate dated 14.12.2022 in respect

of the project in question, the Respondent firm has failed to offer a valid offer of possession till this date. The complainant also placed copies of these documents on record. It was further stated that as per clause 16 of the Registered Builder Buyer Agreement/Agreement for Sale dated 11.01.2021, the Respondent Firm/ Promoters were liable to pay interest as specified in Goa Real Estate (Regulation and Development) Rules, 2017 in case of delay in delivery of possession of the booked unit. However, the Respondent firm has failed to pay Penalty/charges for the period of delay in delivery of possession of the booked unit to the complainants till date.

5. It was submitted that the complainants had already paid Rs 50,75,000/- as against a total sale consideration of Rs. 47,50,000/- (Rupees Forty-Seven Lakhs Fifty Thousand Only) and also for Electricity and Water Connection, Service Tax, GST, and Stamp Duty for the registration of Sale Deed; on a timely basis and as & when demanded by Respondent. Only a balance amount of Rs 2,12,350/- would be payable by the complainant to the Respondent Firm/Promoters at the time of registration of the Sale Deed or at the time of taking possession of the said apartment. The complainant also placed a true copy of the statement of accounts on record as 'Annexure A5'
6. The complainant has further alleged that despite lapse of considerable time, there are no traces of two lifts, a gym, a clubhouse, and other amenities at the project site, and further, there are no water connections and electricity connections in the booked unit, i.e., Flat No. 306, in the said real estate project, making it impossible to take possession of the booked unit, till date. It was also stated that the Respondent firm thus has no intention to deliver the possession of the booked residential unit as per the agreed specification. Further, the Respondent's firm has failed to execute and register the Sale Deed of the booked unit in favour of the complainant till date in spite of receipt of the Occupancy Certificate dated 14.12.2022 and also inspite of receiving the total sale consideration. The complainant also stated that the

said Flat was essentially booked to shift his parents to a better house and that he had invested his hard earned money on the basis of the promises made by the Respondent.

7. The complainant further prayed for directions to the Respondents firm to complete the construction works and handover Possession of booked unit as per agreed specification to the complainant and also to execute and registered Sale Deed of the booked unit in favour of complainant besides to pay delayed possession charges from due date of possession till date of delivery of possession.
8. Per contra, the Respondent while denying all the allegations, averments and submissions contained in the complaint; has submitted that the present complaint is baseless, misconceived and also that the complainant has approached this Authority with unclean hands and has suppressed material facts significant to the present complaint and further prayed to dismiss the complaint on grounds of “suggestion falsi” and “suppression very”.
9. The respondent further stated that the present complaint filed by the complainant is not in the realm of a dispute governed by the RERA Act and therefore this Authority has no jurisdiction to entertain the present complaint. Also, the present complaint filed by the complainant is barred by Law of Limitation as per the own pleadings of the complainant
10. While denying that the Respondent had approached the complainant in the beginning of the year 2015 and presented a rosy picture of the project or that assured timely delivery of the physical possession of the booked units in the said real estate project as alleged, the Respondent stated that complainant approached the Respondent and agreed to purchase the residential premises being flat no. S-306 for a total consideration of Rs.47,50,000/- on the second floor of the building ‘Civilco Arcade’ and also paid a sum of Rs.17,50,000/- partly on 15.05.2015 and partly on 29.03.2016 as stated in Schedule IV of the Agreement. Further, the specifications and amenities of the said flat were

to be as per the description of the said flat mentioned in the Schedule-III of the Agreement for sale dated 11.01.2021.

11. It was further stated that upon the receipt of amount of Rs.17,50,000/-, Respondent on many occasions called upon complainant to execute the Agreement for Sale and thereafter release the further payment as agreed upon the completion of respective stage of completion. However, the complainant on every occasion gave one or the other excuses and avoided execution of Agreement of Sale and release of further payment. Further, after much persuasion and requests to the complainant, Respondent agreed to execute Agreement for Sale which was further registered on 14.01.2021. Also, stated that they were ready to execute Agreement for Sale with respect to said flat in the year 2015 itself. However the complainant delayed the said execution giving one reason or the other.
12. With regard to delay, the respondent has sought to justify the same on account of the construction activity getting badly affected from March 2020 during the first wave of pandemic Covid 19 wherein all the skilled and unskilled laborers went to their native place and later during the second wave of pandemic Covid 19 as well as that there was also considerable delay from the complainant to release the scheduled payment. Respondent further stated that after substantial completion of the said Flat, Complainant suggested major internal changes in the interior of the said Flat. Accordingly, the plan had to be changed and execution of the internal changes after removing the existing construction, further took more time to complete the said Flat.
13. Respondent has also stated that the said flat was ready for occupation with all respects even before the grant of occupancy certificate dated 14.12.2022 and accordingly complainant was vide letter dated 13.07.2021 called upon to complete the formalities and take possession of the flat. Respondent further denied that as per clause 16 of the Registered Builder Buyer Agreement/Agreement for sale dated 11.01.2021, it was liable to pay interest

as specified in Goa Real Estate (Regulation and Development) Rules, 2017 in case of delay in delivery of possession of the booked unit and reiterated that delay was due to Covid-19, changes suggested by the complainant with respect interiors of the said flat and delay in payment by the complainant.

14. Respondent while stating that it had called upon the complainant on 13.07.2021 to take possession after completion of all the formalities and for making balance payment i.e. Rs.2,60,016/- which till date has not been paid; denied that it had no intention to deliver the possession of the booked residential unit as per the agreed specification. Further stated that the complainant has failed to make final balance payment and deposit the stamp duty registration charges. It was also denied that the Respondent firm had failed to execute and register the Sale Deed of the booked unit in favour of the complainant till date in spite of receipt of the Occupancy Certificate dated 14.12.2022 and also despite of receiving the total considerations as alleged. The Respondent finally prayed that the present complaint be dismissed with exemplary costs.
15. During the proceedings, the Complainants filed rejoinder to the reply filed by the Respondents, followed by a sur-rejoinder thereto filed by the Respondents. Both parties also filed affidavit in evidence as well as additional affidavits/ submissions pursuant to the directions providing further details as sought.
16. The arguments made by both parties were heard and the Complainants as well as Respondents also placed written arguments on record.
17. **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.	<p>Preliminary Objections Raised by the Respondent</p> <p>I. Whether the present complaint does not fall within the realm of disputes governed by the Act of 2016?</p> <p>II Whether the present complaint is barred by law of limitation?</p>	In negative
B.	<p>Whether the Complainants has made the complete payment of all the amounts due under the said Agreement registered on 14.01.2021 including the sale consideration i.e. Rs.47,50,000/-and other charges not included in sale consideration besides the charges for stamp duty & registration fee etc. whether the Respondents is justified in demanding further payment of Rs.2,60,016/- and the charges for stamp duty and registration fee etc?</p>	As per para 19 of the order
C.	<p>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</p>	In affirmative

Amr

	accordance with the terms of the Agreement for construction cum Sale dated 11.01.2021 registered on 14.01.2021?	
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 31.03.2021 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 and as per para 21 of the order

18. Point No. A

- (i) Responding to the preliminary objection raised by the respondent as to applicability of the Act of 2016 to the complaint in question as noted at Point No.1 (i) above, the complainant has submitted that the respondent being Developer of the project in question which is registered with Goa RERA, is duly covered under the ambit of definition of promoter under Section 2(zk) of the Act and the complainant being purchaser of real estate in the said project becomes allottee under section 2(d) of the Act. This submission of the complainant has not been controverted by the Respondent. It is further relevant to note that though the two initial payments of Rs.7,50,000/- and Rs.10,00,000/- were made by the complainant on 15.05.2015 and 29.03.2016 respectively when the Act of 2016 was not in force, the project was

subsequently registered as 'ongoing projects' claiming 100% completion of excavation and completion of 90% of one basement. The said construction was undertaken on the basis of Technical Approval letter dated 27.06.2016 and construction license dated 05.08.2016. Pertinently, the complaint primarily relates to failure of the respondent to complete the project and handover the possession of the duly completed flat with all the basic amenities and necessities to the allottee on or before March 2021 as agreed to between the parties to the Agreement for Sale dated 11.01.2021.

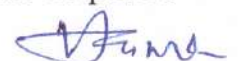
In view of what has been noted herein above, it is evident that the present matter is clearly covered under the Act of 2016. Pertinently, the respondent besides merely raising the issue of applicability of the Act has not supported its contentions with any further details. Hence the objection raised by the respondent being devoid of merit is rejected.

- (ii) With regard to the issue of the complaint being barred by law of limitations, the complainant submitted that Respondent has failed to provide an offer of possession or deliver possession and execute the conveyance deed in respect of the allotted unit, i.e flat No. S-306, till date, therefore the cause of action is still continuing and the present complaint is within the prescribed limitation period. In support of his contention, the complainant has submitted copies of whatsapp messages which reveals the incomplete status of the Subject property/Project as revealed from whatsapp reply dated 11.11.2024 sent by the promoter to the complainant and whatsapp message dated 05.01.2025 sent by the complainant to the respondent seeking the draft of sale deed. In any case, the occupancy certificate of the project in question was issued on 04.12.2022 and the complaint has been filed in March 2025 i.e. within three years and is thus not barred by law of limitation even on this count. Accordingly, the said preliminary objection raised by the respondent also being without any merit, needs no further deliberation and stands rejected.

The point 'A' is thus answered in negative and in above terms.

19.Point B

- (i) The case of the complainant is that it had already paid Rs 50,75,000/- as against a total sale consideration of Rs. 47,50,000/- (Rupees Forty-Seven Lakhs Fifty Thousand Only) and also for Electricity and Water Connection, Service Tax, GST, and Stamp Duty for the registration of Sale Deed, on timely basis and as and when demanded by Respondent; except a balance amount of Rs.1,12,350/- which would be payable by the complainant to the Promoter at the time of registration of the Sale Deed. The complainant in support of his submissions also placed a true copy of the statement of account on record duly attested by Ld. Advocate for the Complainant ('Annexure A5') which reveals an amount of Rs.1,29,016/- was still payable by the complainant towards total consideration, other charges and various taxes besides an amount of Rs.2,12,350/- towards stamp duty and registration fee etc. Pertinently, the complainant vide para 15 of its complaint had earlier stated that the balance amount of Rs.2,12,350/- was payable by him to the respondent at the time of registration of sale deed of the subject property but later in its rejoinder, it claimed to have paid an amount Rs.1,00,000/- into the personal bank account of the Respondent and also stated that the same is not reflected in the statement of accounts and that thereby an amount of Rs.1,12,350/- was payable by him to the respondent. However, the complainant apart from making the statement neither provided any specific Account number nor any documents in support of its claim of the said payment. Besides the respondent has specifically denied the making of said payment of Rs.1,00,000/- by the complainant. This plea of the complainant in the absence of any supporting details or documents is apparently not tenable. Per contra, the respondents as against receipt of Rs.50,75,000/-, has claimed that total payable amount relating to sale consideration, other charges & various taxes etc. payable by complainant was Rs.53,35,016.00 and that the complainant has failed to make the final balance payment of Rs.2,60,016/- besides the requisite



stamp duty charges of Rs.2,21,350/- and registration fees for the execution of the Sale Deed.

(ii) It is relevant to note that the complainant in support of his contentions has placed on record the true copy of the statement of accounts duly attested by Ld. Advocate for the Complainant ('Annexure 5') and has also heavily relied upon the same. On the other hand, the respondent besides acknowledging the two initial payments made by the complainant i.e., 7,50,000/- by way of cheque of Axis Bank on 15.05.2015 and Rs. 10,00,000/- by way of RTGS on 29.03.2016, vide clause 2 (page No.13) of the said Agreement for sale (also recorded in the the said statement of accounts); has neither denied the issuance of the said statement of accounts nor has controverted any of the specific entries recorded therein in any manner. In fact, the contention of the respondent as to the balance amount of Rs.2,60,016/- being still due from the complainant; is itself based upon the said statement of accounts. Further, the respondent has generally denied that the complainant has made a total payment of Rs.50,75,000/- as indicated in the said statement of accounts.

(iii) The perusal of the said statement of accounts reveals that it deals with the issue of the payments made and due under the Agreement for Sale registered on 14.01.2021 in two parts i.e. (a) payments made and due in respect of total consideration, other charges and various taxes etc. and (b) the stamp duty charges and registration fee etc. payable at the time of execution of sale deed. Further, the details recorded in part (a), enlists various payments made by the complainant to the respondent and show that a total of Rs.50,75,000/- has already been paid by the complainant to the respondent. Taking note of payment asked for and payment received, it also indicates total receivable amount by the Respondent as Rs.2,60,016/-, below which another entry of less paid of Rs.-1,31,000/- stands recorded and thus total receivable has been finally noted as Rs.1,29,016/- . Further, the stamp duty charges and registration fee etc. payable (part b) at the time of execution of sale deed has been arrived at Rs.2,12,350/-

after accounting for the expenses incurred in respect of stamp duty paid at the time of registration of the Agreement for Sale on 14.01.2021.

(iv) Though the complainant has relied upon the said statement of accounts to support its case and the respondent has neither denied its issuance nor has controverted the same in any manner; both the parties are trying to read and interpret the said document to their respective advantage. While the complainant ignoring the amount of Rs. 1,29,016/- was still due and payable in respect of total consideration and other charges etc., admitted that only an amount of Rs. 2,12,350/- i.e. charges to be incurred in respect of the stamp duty charges and registration fee etc. for execution of sale deed was still payable at its end; the respondent beside stamp duty, registration fee etc. has claimed an amount of Rs.2,60,016/- as due and payable on the part of complainant, ignoring the entries recorded at the bottom of the part (a) i.e. payment of Rs.1,31,000/- and the net resultant receivable as Rs.1,29,016/-.

(v) It is further relevant to note that besides a copy of the statement of account duly attested by his Advocate, the Complainant has not submitted any receipts of payment issued by the respondent though it has submitted copies of certain emails and whatsapp messages which inter alia also at times refer to the payments made/received or due etc. Similarly, the respondent has also not furnished any documents i.e. copies of demand letters, receipts issued etc. Pertinently, the said statement of accounts was placed on record by the complainant who has heavily relied upon the same to support his contentions and also it has not specifically objected to the correctness of any of the entries of the said statement particularly relating to the said amount of Rs.1,29,016/- still due from the complainant. Similarly, the respondent has neither denied the issuance of the said statement at his end nor controverted any of the specific entries recorded therein in any manner. Thus, the said statement of accounts could be taken as a valid basis for arriving at the total amount paid by the complainant to the respondent and also the details of the balance amount still

payable by the complainant or any excess amount received by the respondent in respect of the items noted at part (a) and part (b).

- (vi) In above view of the matter, it can be safely inferred that the complainant has already paid an amount of Rs.50,75,000/- to the respondent in respect of total consideration, other charges and various taxes etc. and the balance amount of Rs. 1,29,016/- is still due. The claim of the complainant that it has already paid the amount due against all these items i.e. total consideration, other charges and various taxes etc., being not in consonance with the Statement of Accounts placed on record by the complainant itself as 'Annexure A5'; is thus found untenable particularly when the said Statement of Accounts has been heavily relied upon by the complainant to support its claim. Besides, an amount of Rs.2,12,350/- relating to the stamp duty charges and registration fee etc. is also payable by the complainant to the respondent and the complainant has also expressed its willingness to pay the same to the respondent at the time of registration of the sale deed or at the time of taking possession of the subject property. Pertinently, the plea of the complainant as to payment of Rs.1,00,000/- on this count in the personal bank account of Respondent; as noted herein above, was not found tenable. Thus the complainant is liable to pay a total amount of Rs.3,41,366/- to the respondent as per the said statement of accounts placed by him on record.

The point 'B' is thus answered in above terms.

20.Point No. C

- (i) At the outset, it is observed that as per Agreement for Sale (the said agreement) executed on 11.01.2021 and further registered on 14.01.2021, handing over of the possession of the duly completed subject property was promised on or before March, 2021. It is a matter of record and also confirmed by both the parties that the occupancy certificate in respect of the said project including the subject property was issued on 14.12.2022. The

Respondent though has not controverted these details and thereby has admitted that there has been delay in completion of the project qua the date specified in the Agreement for sale dated 11.01.2021, but has sought to justify the delay in completion of the project and handing over of the possession of the subject property owing to Covid 19 pandemic, major internal changes to the interior of the said flat suggested by the complainant, delayed construction linked payments and pending substantial balance payment and also failure of the complainant to complete the necessary formalities for the execution of the Deed of sale.

(ii) The contention of the complainant as to the delay caused on account of 1st and 2nd wave of Covid 19 pandemic, does not get supported by the facts of the case in as much as the agreement for sale was executed on 14.01.2021, after the first wave of Covid 19 pandemic and also that the date specified vide para19 of the said agreement for handing over the possession of the subject property to the complainant was on or before March 2021 which was prior in time when most of the restrictions in respect of second wave of Covid 19 pandemic were imposed. Further, the office record reveals that the promoter also did not apply for seeking any extension or relief on account of Covid 19 pandemic at any point of time. The complainant has also pointed out that the respondent vide his letter dated 13.07.2021 had himself informed that the subject property was completed to the extent of more than 95%. In view of what has been noted herein above, this contention of the respondent is apparently not in consonance with of the facts of the case and hence being devoid of any merits, needs no further consideration.

(iii) With regard to the issue of major internal changes to the interior of the said flat suggested by the complainant, it is observed that the complainant has denied suggesting any changes to the interiors of the subject property. However, the statement of account placed by the complainant itself on record, reveals that a demand of very small amount of Rs 62,576/- was

raised by the respondent on account of extra work for which a supporting clause (x) in schedule III of the agreement for sale executed on 14.01.2021 has also been provided. Besides, this aspect has also not been incorporated in clause 19 of the said agreement providing for reasonable extension to the builder in case of delay. Further, the respondent has also not provided any details of the said internal changes/extra work executed by it and how any delay could have been caused on account of the same. The term 'Extra Work' carries a wider connotation which may include anything from change of specifications of the various fixtures, minor repairs and even any substantial design changes. However, the fact that a very small amount of Rs.62,576/- was charged for the purpose; does indicate that the said extra work was not of such nature to which any specific period of delay could be attributed. In view of the above discussions and since no specific period of delay has been claimed on this count or can be determined, this contention of the respondent does not hold any water and thus stands rejected.

- (iv) As far as other issues raised by the respondent i.e.(a) delay in making of construction linked payments by the Complainant (b) the complainant did not complete requisite formalities and (c) he still remains in default of a substantial balance payment etc. is concerned is concerned; it is observed that the respondent with respect to (a) above, has neither furnished any specific details of amount due and period of delay qua the completion of relevant milestone/stage nor the Schedule iv appended to 'the said agreement' provides any datewise details of completion of relevant milestone/stage to enable any further scrutiny of this aspect. In the absence of the requisite information, this issue hardly needs any consideration particularly when the respondent has not provided any document to show that it ever issued any notice for delay/default of payment to the complainant or claimed any interest for the alleged delay.



- (v) With regard to (b) above, the respondent has sought to claim that the failure of the complainant/ allottee to complete the necessary formalities, also led to delay in handing over of the possession of the subject property and also execution of sale deed. The submissions made and documents placed on record by Respondents reveal that the respondent has sought to rely on letter dated 13.07.2021 in this regard which on the face of it does not appear to be of any help to it. The said letter while claiming that the subject property is already completed more than 95%, promises that the occupancy certificate for the project would be obtained in the month of December, 2021 and thereafter the respondent would proceed to give possession of the said property to the complainant after completing further formalities, does not provide any details of the said 'further formalities' including payment of any amount or final balance payment as due. It is also noted that besides the letter dated 13.07.2021, the respondent has neither placed any document to show that the complainant was requested to take possession upon completion of any other formalities including clearing of the dues etc. nor even made any specific submission on this aspect except copies of some whatsapp messages which are also of no help to the Respondent. This plea of the respondent being devoid of any merit is thus rejected.
- (vi) With regard to (c) above, the respondent has sought to claim that the failure of the complainant/ allottee in making of substantial balance payment also caused delay in completion of the project, handing over of the possession of the subject property to the complainant and also the execution of sale deed. It has already been held under point 'B' above that a balance amount of Rs. 1,29,016/- was still payable by the complainant against total consideration, other charges and various taxes etc. besides, an amount of Rs. 2,12,350/- relating to the stamp duty charges and registration fee etc. payable at the time of execution of conveyance deed. Thus the complainant is liable to pay a total amount of Rs.3,41,366/- to the respondent before handing over of the

possession and execution and registration of sale deed by the respondent in favour of the complainant. The averment of the respondents as to delay etc. on this count, however, needs to be examined qua the submissions made by it and also the factual matrix of the case. It goes without saying that the amount of Rs.2,12,350/- relating to the stamp duty charges and registration fee etc. due from the complainant and payable at the time of execution of conveyance deed; cannot be treated as contributing to delay in any manner since the respondent, as noted herein above, has neither issued any valid letter of possession so far nor has requested the complainant for execution of sale deed. Further, the amount of Rs.1,29,016/- payable by the complainant against total consideration, other charges and various taxes etc. also can't be related to delay in completion of the project when the respondent has not even furnished any datewise details of completion of relevant milestone/stage and corresponding period of delay in making of these payments. The respondent has also not placed any documents i.e demand letter showing the amount due and period of delay as well as the interest leviable for such delay or any notice issued to the complainant on account of such default. The copy of letter dated 13.07.2021 placed on record claimed as offer of possession by the respondent, only promises to handover the possession soon and further does not indicate any delay in payments made or even a request for payment of any amount being due. Thus this plea of respondent, qua the delay caused due to the substantial amount of payment being still due towards complainant is even not supported by his own submissions and is thus rejected.

- (vii) However, the said payment of Rs.1,29,016/- as noted herein above is still due presently and thereby needs to be treated as 'delayed payment'. In the absence of any specific details/documents such as date(s) when demand(s) pertaining to this/these payment(s) were raised and also the dates of completion of various milestones to which this demand pertains to etc. as

well as the fact that the Respondent also did not provide any specific details of the delay pertaining to the said payment, it would be expedient to treat the said payment as due from the date of issuance of Occupancy Certificate i.e. 14.12.2022 when all the payments required to be paid by the complainant to the Respondent ordinarily would have become due. Accordingly, the respondent besides the receipt of the said payment of Rs.1,29,016/-, would also be entitled to the interest on the said amount as per the provisions of the section 18(1) of the Act and the rates relevant there to.

- (viii) With regard to the handing over of the possession, the Respondent has claimed to have offered possession of the subject property to the complainant vide letter dated 13.07.2021. However, a perusal of the copy of the said letter placed on record by the respondent, reveals that it while claiming that the subject property is already completed more than 95%, promises that the occupancy certificate for the project would be obtained in the month of December, 2021 and thereafter the respondent would proceed to give possession of the said property. Further, the said letter nowhere mentions the proposed date of handing over of the possession or the details of the said 'further formalities' to be completed by the parties. Also, the said letter otherwise lacks any credence since as against claim of 95% completion of the project, the Completion Certificate and Occupancy Certificate of the project were issued on 04.10.2022 and 14.12.2022 respectively. It is evident that the letter dated 13.07.2021 can in no manner be treated as a valid letter of possession and at best could be seen as a communication issued to assure the aggrieved allottee. It is also noted that besides the letter dated 13.07.2021, the respondent has neither placed any document to show that the complainant was requested to take possession upon completion of certain formalities including clearing of the balance payment as due nor even made any specific submission on this aspect except some whatsapp message which are also of no help to the Respondent. Apart from the fact that the letter

dated 13.07.2021 can in no manner be treated as a valid letter of possession and no other valid letter offering the handing over of the possession has been issued to the allottee so far, the whatsapp message dated 11.11.2024 sent by the respondent to the complainant itself reveals that some work was pending qua the subject property. Besides the complainant citing his site visit in February 2025, has claimed that the deficiencies were still existing and further claimed that owing to the said deficiencies, absence of basic amenities as well as non issuance of any valid letter for handing over of the possession by the respondent, also restricted taking over of the possession of the property at his end. Pertinently, the explanation or justification submitted by the promoter that the delay was on account of Covid 19 pandemic, major internal changes to the interior of the said flat suggested by the complainant, delayed construction linked payments and pending substantial balance payment and also failure of the complainant to complete the necessary formalities for the execution of the Deed of sale; have already been considered herein above and found to be irrelevant and without any merit. It is thus evident that the Respondent Promoter failed to complete the project in time as per the said Agreement. Also, neither any valid letter for handing over of possession to the allottee has been issued by the Respondent to the Allottee Complainant so far nor the execution of sale deed and handing over of the possession to the Allottee has been effected.

- (ix) As neither the project could be completed by the promoter on or before March 2021 as agreed to vide Agreement for sale registered on 14.01.2021 nor the possession of the duly completed subject property was delivered to the Allottee complainant within the agreed timeline; the provisions of Section 18(1) of the Real Estate (Regulation and Development) Act, 2016 are clearly attracted in the present case.

The point 'B' is thus answered in affirmative.



21. Point No. D

- (i) It has already been concluded under Point No.'C' that since the promoter has failed to complete the project and handover the possession of the duly completed subject property to the Allottee/Complainants within the agreed timeline in terms of the said Agreement dated 14.01.2021; the provisions of Section 18(1) of the Real Estate (Regulation and Development) Act, 2016 are attracted in the present case. 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. Further, such delay in handing over the possession has to be assessed with reference to the date of possession specified in the Agreement for Sale. Since in the present case, the complainant has opted to continue in the project, he is accordingly entitled to the interest with effect from the date of possession specified as per the said agreement i.e. 31.03.2021 @ MCLR plus 2% till the date of handing over of possession to the allottee.
- (ii) On the issue, Maha REAT vide its order dated 14.06.2023 in Appeal No. AT006000000133980 while observing that Section 18 of the Act specifically delineates the importance of Agreement for Sale for the purpose of assessing delay in handing over of the possession, referred to para 25 and 78 of the Judgment of Hon'ble Supreme Court in the case of M/s Newtech Promoters and Developers Pvt. Ltd vs. State of Uttar Pradesh & Ors and vide para 15 of the said order further observed as follows:



“the Hon’ble Supreme Court in para Nos. 25 and 78 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 has clarified that *“if the Promoter fails to give possession of the apartment, 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 & absolute, regardless of unforeseen events or stay orders of the Court/Tribunal.”*

- (iii) 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 Covid 19 pandemic, major internal changes to the interior of the said flat suggested by the complainant, delayed construction linked payments and pending substantial balance payment and also failure of the complainant to complete the necessary formalities for the execution of the Deed of sale; have been found untenable and are of no help to the Promoter to negotiate with the rigors of the consequences spelt out under section 18(1) of the Act.
- (iv) The point under determination here essentially relates to the relief sought by the complainant in terms of interest liability of the Respondent as well as handing over of possession to the Allottee as well as execution of sale deed of the subject property; and thus would inter alia require quantification of interest liability based upon the delay to be assessed with respect to date of possession, applicable rate of interest and time of making of various payments made as well as whether complainant has complied with the stipulation specified under clause 20 of the said Agreement for Sale registered on 14.01.2021 relating to handing over of possession of the



subject property. For the purpose, it would be expedient to go through the details of payment made by the allottee to Respondents.

(v) Details of payments received by the promoter from the allottee.

Sr.No.	Purpose /Milestone of the payment made and received	Date	Amount Paid & Received	Mode of payment
1.	Token Amount	15.02.2015	7,50,000.00	Cheque
2.		29.03.2016	10,00,000.00	RTGS
3.	Plinth	07.12.2020	5,00,000.00	Not available
4.	Basement	03.02.2021	16,25,000.00	DD
5.	RCC Slab			
6.	Internal Plaster and Tiles work	20.07.2021	2,10,000.00	RTGS
7.		27.07.2021	3,67,000.00	RTGS
8.		28.07.2021	1,23,000.00	RTGS**
	Total		45,75,000.00	
9.	Extra Work, Electricity/water Connection charges, Service Tax (3.75%) on 17.50 lakh Service tax (4%) on 10 lakh, GST 5% on 21 lakhs, GST 5% on 9 lakhs,		5,00,000.00	Cash
		Total	50,75,000.00	
	Total Receivable		2,60,016.00*	
	Less Paid		-1,31,000.00	Not available
	Total Receivable		1,29,016.00	

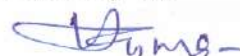
Amal

*As against receipt of Rs.50,75,000/-, the respondents has claimed total payable amount relating to total consideration, other charges & various taxes, etc. by complainant was Rs.53,35,016.00.

STAMPDUTY FOR SALE DEED	
Agreement stamp duty value	6125000.00
Total Stamp duty 3%	1,83,750.00
Less paid amount Stamp Duty 2.9%	-177750.00
Balance to be paid	6000.00
Add: Registration Charges 3%	183750.00
Add: Documents processing	2500.00
Add: Advocate and Sub-Register	20,000.00
Add: for confirming party	100.00
Total amount RECEIVABLE for sale deed	2,12,350.00

(vi) Taking note of the above details it was held under point B at para 19 (vi) as follows:

“(vi) In above view of the matter, it can be safely inferred that the complainant has already paid an amount of Rs.50,75,000/- to the respondent in respect of total consideration, other charges and various taxes etc. and the balance amount of Rs. 1,29,016/- is still due. The claim of the complainant that it has already paid the amount due against all these items i.e. total consideration, other charges and various taxes etc., being not in consonance with the Statement of Accounts placed on record as ‘Annexure A5’; is thus found untenable particularly when the said Statement of Accounts has been heavily relied upon by the complainant to support its claim. Besides, an



amount of Rs. 2,12,350/- relating to the stamp duty charges and registration fee etc. is also payable by the complainant to the respondent and the complainant has also expressed its willingness to pay the same to the respondent at the time of registration of the sale deed or at the time of taking possession of the subject property. Thus the complainant is liable to pay a total amount of Rs.3,41,366/- to the respondent as per the said statement of accounts placed by him on record.”

- (vii) A perusal of the statement of accounts placed on record by the complainant as ‘Annexure A5’ also reveals that the complainant had paid the total amount of Rs.38,75,000/- till the date of possession promised as per the said Agreement i.e 31.03.2021 and the remaining amount of Rs.13,31,000/- was paid thereafter. Further, the dates of making of the various payments by the complainant after the due date of the possession i.e 31.03.2021 except in case of payment of Rs.5,00,000/- made in cash and Rs.1,31,000/- (mode of payment not specified); have been indicated. Also, the said payment of Rs.5,00,000/- and Rs.1,31,000/- have neither been denied nor controverted in any manner by the Respondent including the date of making of the said payments. In the absence of any specific details/documents to show as to when the said payments of Rs.5,00,000/- and Rs.1,31,000/- were made, it would be expedient to treat the said payment as paid on the date of issuance of Occupancy Certificate i.e. 14.12.2022 when all the payments required to be paid by the complainant to the Respondent ordinarily would have become due.
- (viii) Before quantification of the interest liability of the promoter/Respondent and also of the complainant/allottee, it needs to be noted that various payments claimed to have been made by the complainant to the respondent, were effected over a period and on different dates. It would thus be expedient to examine whether the interest to be paid u/s 18(1) on the amount paid by the complainant to the Respondents would be leviable from the date of payment

of respective amounts or otherwise. A similar issue arises in case of delay in making of any payment by the complainant. In this regard, it would be helpful to refer to the explanation (ii) of Section 2(za) of the Act which expressly clarifies the period for which the interest needs to be paid by promoter to Allottees and vice versa and reads as hereunder.

Explanation (ii) of Section 2(za)

“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.”

- (x) 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 8.8% (revised since 15.12.2025) and as such, the interest on the amount to be refunded would be leviable at the rate of 10.8 %.

- (xi) In above view of the matter, the interest payable by the promoter to the allottee in the instant case shall be from the date when the promoter received or deemed to have received the amount till the date of handing over of the possession. Similarly, the interest payable by the allottee to the promoter shall be from the date specified for making of such payment or from the date when such payment was deemed to be due; till the date it is paid.
- (xii) Another relevant aspect to be considered in this regard is that whether the initial two payments made by the complainant to the respondent i.e. Rs.7,50,000/- through check on 15.05.2015 and payment of Rs.10,00,000/- by way of RTGS made on 29.03.2016; could be considered as payments made under the RERA framework. The record reveals that both the payments amounting to Rs.17,50,000/- have been duly recorded in the agreement for sale registered on 14.01.2021 (when Real Estate (Regulation and Development) Act, 2016 was in force) as advance payments or application fee in respect of the subject property and have also been admitted and acknowledged by the respondent (seller/developer) from the respective dates of making of the said payments. Also, the purchaser Allottee taking note of the said advance payment, has agreed to pay the seller/developer the balance of the sale consideration in the manner stipulated in schedule 4 of the said agreement. pertinently, the report submitted by the technical section reveals that application for registration of the said project was made in the category of ‘ongoing projects’ and the architect certificate submitted along

with the said application dated 12.03.2018 revealed that status of construction as 100% excavation and a basement with 90% work complete. Further, the technical approval submitted for the project was issued on 27.06.2016 with validity of 03 years. Similarly, the construction license in respect of the project was issued on 05.08.2016 with validity upto 04.08.2019.

- (xiii) The Apex Court in this regard in its judgment dated 11.11.2021 in the case of M/s Newtech Promoters and Developers Pvt. Ltd. v. State of UP observed as follows:-

“It manifests that the legislative intent is to make the Act applicable not only to the projects which were yet to commence after the Act became operational but also to bring under its fold the on going projects and to protect from its inception the inter se rights of the stake holders, including allottees/home buyers, promoters and real estate agents while imposing certain duties and responsibilities on each of them and to regulate administer and supervise the unregulated real estate sector within the fold of real estate authority.”

- (xiv) Keeping in view the factual matrix noted above and also the observations of Hon'ble Apex Court as to retroactive applicability of the Act, the said two payments for a total amount of Rs.17,50,000/- made by the complainant Allottee to the Respondent promoter would attract the applicability of section 18 of the Act.
- (xv) 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.38,75,000/- paid by the complainant to Respondent before the date of possession in the instant case, would be @ rate of 10.8% for the period from 31.03.2021 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. 13,31,000/-, the complainant is entitled to the interest @ rate of 10.8% from the dates on which the respective amounts as indicated in the Statement of Accounts/table at Para 21(v) were received by the Promoter from the Allottee and in case of payment of Rs.5,00,000/- and Rs.1,31,000/- where date of payment has been deemed to be 14.12.2022 (date of issue of occupancy certificate), from 14.12.2022 (in both cases) 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. Keeping in view the findings arrived at para 20 (vi)&(vii) above , the complainant is similarly liable to pay interest on an amount of Rs.1,29,016/- out of a total balance amount of Rs.3,41,366/- (the amount of Rs.2,12,350/- being payable at the time of execution of conveyance deed) @10.80% for the period from 14.12.2022 till the date of making of the payment to the respondent.

(xvi) As per Clause 20 of the Agreement for Sale executed between the complainant and the respondent herein on 11.01.2021 and further registered on 14.01.2021; the respondent was mandated to offer the possession of the subject property to the complainant allottee upon payment of the total amount due as per the said agreement and upon obtaining the occupancy certificate. As noted herein above the occupancy certificate for the project in question has already been granted on 14.12.2022 and the allottee complainant is yet to pay the balance payment of Rs.3,41,336/- to the respondent. However, it has been held at para 20(vi) above that the fact that the said amount of Rs.3,41,336/- still due towards complainant, has not led to any delay in completion of the project, handing over of the subject property to the complainant and also in execution of sale deed.

(xvii) In view of the above, it is clear that once the complainant has paid total amount as noted herein above or the same has been adjusted against the liability of the promoter to pay interest as noted at the at sub para (xv), the respondent is liable to hand over possession of the subject property and also

to execute sale deed of the subject property in favour of the complainant in terms of section 17 of the act.

(xviii) Section 17 of the RERA Act reads as follows:-

“1 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.”

(xix) Keeping in view the fact that the occupancy certificate for the project “Civilco Arcade” was granted on 14.12.2022, 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 upon receipt of the balance payment of Rs.3,41,336/- alongwith interest on Rs.1,29,016/- @10.80% as per para 21(), or upon adjusting the same against the interest liability of the promoter as per sub para (xv).

The point No. 'D' is thus answered in affirmative and in above terms.



Directions

22. In view of the findings arrived at in respect of various points of determination listed from para 18 to 21, it will be just to issue the following directions in the matter.

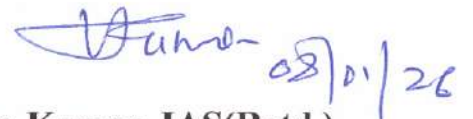
- (i) It is directed that the Respondent shall within four weeks from the date of issue of the order, pay to the Complainant or pay after adjusting the same against the balance amount of Rs.3,41,366/- payable by the complainant alongwith interest on Rs.1,29,016/- @10.80% as per para 21(xv), interest @ 10.80% (highest rate of MCLR as on 15.12.2025 i.e 8.80% + 2%) on the total amount of Rs.38,75,000/- paid before the date of possession in the instant case, for the period from 31.03.2021 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. 13,31,000/-, the complainant is entitled for interest @ rate of 10.8% from the date on which the respective amounts wherever so indicated in the Statement of Accounts/table at Para 21(v) have been received from Allottee and in case of payment of Rs5,00,000/- and Rs.1,31,000/- from 14.12.2022 [date of issue of occupancy certificate when the said payment is deemed to be due as per para 20(vii)] 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.
- (ii) Since the occupancy certificate in respect of the project **Civilco Arcade** as well as the subject property has already been granted on 14.12.2022, the respondent in terms of Section 17 of the RERA Act, is directed to handover possession of the duly completed subject property to the complainant within 30 days from the date of making of the payment/or adjustment by the complainant of the balance amount of Rs.3,41,366/-

alongwith interest on Rs.1,29,016/- @10.80% as per para 21(xv), as due against the interest liability of the promoter respondent as per para 22(i) and also to execute a sale deed immediately thereafter and any case within 60 days of the receipt/ adjustment of the balance due as above, in respect of the flat No.306 2BHK, 2nd floor having carpet area of 100.56 sq. mts., located at **CIVILCO ARCADE (subject property)** in favour of the complainant as per the Agreement for sale registered on 14.01.2021.

- (iii) 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.
- (iv) It is noted that though the complainant has also inter alia referred to hardships agony and mental harassment suffered by the complainant on account of delay in handing over of the possession of the duly completed subject property and also the execution of sale deed of the same but has not prayed for any specific relief on this count in the instant complaint. In any case, the power of adjudicating of compensation in this regard, vests with the Adjudicating Officer as per provisions of Section 71 of the Real Estate (Regulation and Development) Act, 2016 and the requisite proceedings would have to be preferred accordingly.
- (v) During the course of the proceedings, it was noted that the complainant has claimed to have paid a total amount of Rs.5,00,000/- (date of payment not specified) in cash to the respondent as per statement of Accounts (Annexure 'A-5') Table at para 21(v) above. Further, in respect of two of payments of Rs5,00,000/- made on 07.01.2020 and the other of Rs.1,31,000/- (date not mentioned) though recorded in the statement of accounts, no details of method of payment has been furnished in the said statement of Accounts. There is also another entry of payment of Rs1,23,000/- by complainant to Respondent where relevant column is left blank but an entry of 'RTGS' is

made in the line just below against which no payment made by complainant is however recorded. 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 certified copy of 'Annexure A5' in respect of the total amount of Rs.5,00,000/- (date of payment not specified) claimed to have been made in cash by the Complainant to the Respondent and also in respect of the other two of payments of Rs5,00,000/- made on 07.01.2020 and the other of Rs.1,31,000/- where no details of method of payment has been furnished in the said statement of Accounts.; 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.



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