GOA REAL ESTATE REGULATORY AUTHORITY
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F.No:3/RERA/Complaint (569)/2026/ 1602 Date: 29/10/2026

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

Mr. Rabindra Kumar Bhuyan,

R/o Flat No. 7, 3rd Floor, D K Arcade,

Sadar, Near Menino Hotel, Ponda Goa-403401. **.....Complainant**

Versus

Mr. Uday Ghanshyam Naik,

Proprietor of M/s G. N. Construction,

R/o B/1, 604, New Ashok Nagar,

Bapu Paranjape Marg, Near Vazira Naka,

Borivili (W), Mumbai, 400092.

Having its office at GNC Group,

12/G Nirmal Nagar CHS,

Opp. IOC Petrol Pump,

Mira Bhayandar Road, Mira Road,

Thane, Maharashtra-401107.

Having its site office at G N Legacy I,

(Under Construction),

Survey no. 148/1F, Durgabhat,

Opp. Gurukul School,

Upper Bazaar, Ponda, Goa, 403401. .....**Respondent**

Ld. Advocate Shri Gaurang Panandiker for the complainant.

Ld. Advocate Shri Vallabh D. Pangam for the respondent.

ORDER

(Delivered on this 29th day of the month of October, 2026)

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

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

The complainant was seeking a residential space and found the project of respondent to be suitable and hence approached the respondent for purchase of a flat in the said project. The respondent is the owner of the property bearing Survey No.148/1-F at Ponda where the project was being constructed by the respondent. The complainant entered into an Agreement for sale dated 19.03.2018 registered with Sub-Registrar of Ponda for the purchase of flat no. A-104 admeasuring 95.38 sq. mtrs on the first floor of the building 'A' wing known as 'G. N. Legacy-I' with one parking slot, which is constructed in the said property by the respondent for a total consideration of

₹.34,33,680/- (Rupees Thirty Four Lakhs, Thirty Three Thousand and Six Hundred and Eighty only).

3. The respondent in terms of the said agreement was to hand over the subject flat to the complainant within a period of 12 months from the date of the said agreement, i.e from 19.03.2018, as such, the complainant was to hand over subject flat on or before 18.03.2019, however, the complainant has grossly failed to comply with the said timeline as stated in the said agreement, in fact, even after a lapse of over seven years from the said date, the subject flat which was due to be handed over to the complainant is not complete.

4. The respondent received payment towards the subject flat in a timely manner from the complainant in terms of the said agreement however; the respondent has failed to handover the subject flat to the complainant on the date stipulated in the said agreement. Hence, the respondent is liable to pay interest @ 18% per annum to the complainant on the amount of ₹.28,44,291/- (Rupees Twenty Eight Lakhs, Forty Four Thousand and Two Hundred and Ninety One only), paid by the complainant to the respondent from 10.03.2018 till the date of actual handover of the subject flat.

5. The amount of ₹.28,44,291/- (Rupees Twenty Eight Lakhs, Forty Four Thousand and Two Hundred and Ninety-One only) has been paid to the respondent in the following manner:

Sr. No.	Date and Mode of Payment	Amount Paid
1.	Cheque bearing no 000033 dated 10.03.2028 drawn in HDFC Bank, Ponda	₹.1,00,000/-
2.	Cheque bearing no 000031 dated 10.03.2028 drawn in HDFC Bank, Ponda	₹.2,00,000/-
3.	Cheque bearing no 000034 dated 10.03.2028 drawn in HDFC Bank, Ponda	₹.Rs.86,736/-
4.	Cheque bearing no 000038 dated 20.03.2028 drawn in HDFC Bank, Ponda	₹.1,00,000/-
5.	Bank of India, Campal Loan Transfer dated 20.03.2028	₹.20,60,208/-
6.	Bank of India, Campal Loan	₹.1,37,347/-

	Transfer 03.01.2019 bank transfer for which no receipt was issued	
7.	Cash deposited on 20.03.2018 in Builder's account number for which no receipt was issued	₹.1,60,000/-
8.	Paid in Cash for which no receipt was issued	₹.40,000/-

6. The complainant is presently residing in rented premises and has to pay an amount of ₹.12000/- per month as a rent for the said rented premises. The complainant has also to pay interest on the loan procured by the complainant towards purchase of the said flat. The respondent registered the project in which the subject flat is located under the Goa Real Estate (Regulation and Development) Act, 2016 and in terms of the registration dated 19.03.2018, the date for completion of the said project was 31.12.2019. Subsequently, the respondent revised the completion date to 31.12.2020 and further, the respondent revised the completion date to 31.12.2021 of the said project. The respondent has failed to adhere the completion dates stipulated in its registration with the Goa RERA.

7. The complainant has been consistently following up with the respondent as well as one Mr. Krishna G. Balgi, the Power of attorney holder of the respondent, as regards the progress in the construction, completion and hand over of the subject flat, a few months prior to the date of completion of the subject flat, i.e., 18.03.2019 and that even pursuant to the said date of 18.03.2019, there has been very little or no progress as regards the completion of the subject flat for the past many months. The respondent till date has not handed over the subject flat to the complainant nor even near completion. The complainant is therefore entitled for the reliefs prayed.

8. The complainant has prayed for the following reliefs:

(a). Direct the Respondent to hand over possession as per the Agreement of Sale and execute the Deed of Sale immediately in favour of the Complainant;

(b). Direct the respondent herein to pay @ 18% p.a. on the amount of ₹.28,44,291/- (Rupees Twenty Eight Lakhs, Forty Four Thousand and Two Hundred and Ninety-One only) paid by the Complainant to the Respondent herein, from 10.03.2018 till the date of actual handover of the subject flat by the Respondent herein;

(c).Direct the Respondent herein to pay compensation to the Complainant towards the monthly rent of ₹.12,000/-per month paid from 18.03.2019 till the date of actual handover of the subject Flat by the Respondent herein;

(d).Direct the Respondent herein to pay compensation of ₹.50,000/- towards expenses of the present proceedings;

(e).This Hon'ble Authority may be pleased to grant such other and further relief as this Hon'ble Authority may deem fit and proper.

9. The respondent filed a reply inter-alia contending that the complaint is not maintainable as the complainant has suppressed material facts, including the delays caused by 'Force Majeure' events, including the Covid-19 pandemic, due to which labour shortage, government restrictions, and delay in approvals from competent authorities occurred, all of which were beyond the control of the respondent. The project has been delayed due to justifiable and legally recognised reasons, including force majeure circumstances under Section 6 of The Real Estate (Regulation and Development) Act, 2016 nationwide lockdowns and disruptions during the period 2020-2022

due to the Covid-19 pandemic, acute labour shortages and rise in cost of materials impacting the pace of construction.

10. The original tentative possession date was subject to extension due to unforeseen event, which are covered under the Agreement. The completion date under the Real Estate (Regulation and Development) Act, 2016 has been revised as acknowledged by the complainant. The said flat is complete and ready for possession and many allottees have taken possession of their flats and some are residing in their flats. The complainant has not disclosed that the respondent had issued a demand letter dated 15.01.2026 demanding ₹.15,93,280/- (Rupees Fifteen Lakhs, Ninety Three Thousand and Two Hundred and Eighty only) and informing that the said flat is ready for possession. The complainant however has not replied to the said letter and has chosen to file the complaint. The complainant is not willing to take possession of the said flat as per the said demand notice and therefore, the complainant is not entitled for any relief.

11. The claim for interest @ 18% p.a. is baseless and unilateral, unless the delay is unjustified and without cause, which is not in the present case. The complainant is selectively interpreting the agreement. The complainant failed to note that Section 6 of The Real

Estate (Regulation and Development) Act, 2016 permits extension in cases of Force Majeure events. The delay has been well within the revised timelines. The complainant is not entitled for any reliefs.

12. Arguments heard.

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

Sr. No.	Points for determination	Findings
1.	Whether the complainant is entitled for possession as per the agreement for sale and to execute a deed of sale of the subject flat in favour of the complainant.	Affirmative.
2.	Whether the complainant is entitled for statutory interest on delayed possession of the said flat?	Affirmative.
3.	Whether the respondent proves	Affirmative.

	that it has issued a demand notice informing the complainant that the flat is ready for possession and to pay the amount due with interest and execute the sale deed.	
4.	Whether complainant is entitled for compensation towards monthly rents and expenses.	Negative
5.	What reliefs, what order?	As per final order.

REASONS

Point No. 1, 2 and 3

14. Ld. Adv. Gaurang Panandiker for the complainant has submitted that the complainant had entered into an Agreement for purchase of Flat No.A-104, admeasuring 95.38 sq. mts. on the first floor of 'A' wing with one parking slot dated 19.03.2018 for total consideration of ₹.34,33,680/- (Rupees Thirty Four Lakhs, Thirty Three Thousand and Six Hundred and Eighty only), out of which, the

complainant paid an amount of ₹.28,44,291/- (Rupees Twenty Eight Lakhs, Forty Four Thousand and Two Hundred and Ninety-One only) to the respondent and the respondent was to handover the said flat to the complainant in term of the said agreement on or before 18.03.2019. However, the respondent has not handed over the possession of the said flat in term of the said agreement nor executed the sale deed as assured by the respondent.

15. Per contra, Ld. Adv. Shri Vallabh D. Pangam for the respondent has submitted that the delay for completion of the project was caused by 'force majeure' events, including the Covid-19 pandemic, which was beyond the control of the respondent, covered under the agreement and Section 6 of the Real Estate (Regulation and Development) Act, 2016, which permits extension, in case of 'Force Majeure' events. He further submitted that the said flat is complete and ready for possession and that the respondent had issued a final demand letter dated 05.01.2026 to the complainant demanding ₹.15,93,280/-(Rupees Fifteen Lakhs, Ninety Three Thousand and Two Hundred and Eighty Only) which he failed to reply and therefore, no case has been made out by the complainant for any reliefs.

16. On assembling the facts of the case, the point for determination is whether the complainant is entitled for possession of the said flat and execution of a sale deed in terms of agreement with delayed interest or whether the respondent is entitled for ₹.15,93,280/-(Rupees Fifteen Lakhs, Ninety Three Thousand and Two Hundred and Eighty Only) with interest as per the demand letter dated 15.01.2026 from complainant for refusing to take possession of the said flat.

17. The complainant has admittedly paid an amount of ₹.28,44,291/- (Rupees Twenty Eight Lakhs, Forty Four Thousand and Two Hundred and Ninety-One only) to the respondent, out of total consideration amount of ₹.34,33,680/- (Rupees Thirty Four Lakhs, Thirty Three Thousand and Six Hundred and Eighty only). The Agreement for sale date 19.03.2018 entered between the parties mentions the date for possession to be given to the complainant within a period of 12 months, that is, on or before 18.03.2019, however, the respondent received Completion order only on 20.06.2025 and Occupancy certificate on 16.07.2025 and had issued a demand letter dated 05.01.2026 demanding ₹.15,93,280/-(Rupees Fifteen Lakhs, Ninety Three Thousand and Two Hundred and Eighty Only) and also informing the complainant that the flat was ready for possession and

offered to execute the said deed, to which the complainant never responded.

18. The narrative of the respondent that the project in which the subject flat is located was registered under the Goa Real Estate (Regulation and Development) Act, 2016, with the date for completion of the said project on 31.12.2019 and subsequently, the respondent revised the completion dates of the said project to 31.12.2020 and 31.12.2021 respectively and therefore, the original tentative possession date was subject to unforeseen events, which are covered under the Agreement and Section 6 of The Real Estate (Regulation and Development) Act, 2016, which permits extension and that the delay has been well within the revised timelines, cannot be endorsed as the date of possession of the flat to be delivered to the complainant as per the agreement was on or before 18.03.2019, much prior to the Covid period as per the Circular of the Goa RERA dated 04.04.2020.

19. In any event, the extension of the registration of a project does not automatically mean that the due date for the completion as per the signed agreement also gets extended. The respondent cannot take shelter including non availability of men and material or approvals, to

be valid grounds for denying the delay period interest to the allottee and to buttress the above controversy, one can safely rely on the Judgment of the Hon'ble Karnataka Real Estate Appellate Tribunal, in the case between *Relationship Properties Pvt. Ltd Vs Veena Ravishankar and Anr, (2025) ibclaw.in 546 REAT.*

20. Ld. Adv. Shri Vallabh D. Pangam for the respondent has produced on record a demand notice dated 15.01.2026 alongwith a Part Occupancy Certificate confirming that the flat is complete and ready for possession and that the complainant has not responded to the said demand notice dated 15.01.2026. The respondent is claiming an amount of ₹.15,93,280/- (Rupees Fifteen Lakhs, Ninety Three Thousand and Two Hundred and Eighty Only) in terms of the said notice. Nonetheless, the amount of ₹.15,93,280/- (Rupees Fifteen Lakhs, Ninety Three Thousand and Two Hundred and Eighty Only) claimed by the respondent is not reflected in the Agreement nor it is clarified as to on what basis the respondent is clamming such an amount from the complainant, when admittedly the balance amount payable by the complainant to the respondent, as per the agreement is only ₹.5,89,389/- (Rupees five Lakhs, Eighty-Nine Thousand and Three Hundred and Eighty Nine only) after the payment of

₹.28,44,291/-(Rupees Twenty Eight Lakhs, Forty Four Thousand and Two Hundred and Ninety-One only) of total consideration amount of ₹.34,33,680/-(Rupees Thirty Four Lakhs, Thirty Three Thousand and Six Hundred and Eighty only).

21. Needless to mention, under Section 19(10) of the Act, every allottee shall take physical possession of the apartment, plot or building as the case may be within a period of two months of the Occupancy certificate issued for the said apartment, plot or building, as the case may be. Further, under Section 19(6) of the Act, every allottee, who has entered into an agreement for sale to take an apartment, plot or building as the case may be, under Section 13, shall be responsible to make necessary payments in the manner and within the time as specified in the said agreement for sale and shall pay at the proper time and place, the share of the registration charges, municipal taxes, water and electricity charges, maintenance charges, ground rent, and other charges, if any.

22. It is a settled principle of law that lawful possession can be handed over and accepted only upon issuance of an Occupancy Certificate by the Competent Authority and not prior thereto. There is no dispute that the Occupancy Certificate with respect to Block A and

B was obtained on 16.07.2025 and the respondent raised a final demand notice on 15.01.2026 much prior to filing of the present complaint informing the complainant about Occupancy Certificate and the completion of the premises and despite the said notice, the complainant failed to pay the amount due nor executed the sale. The respondent admittedly offered possession of the said premises after obtaining Occupancy certificate vide the demand letter dated 15.01.2026, which was not responded to by the complainant.

23. There is nothing on record to establish that the delay in delivery of possession and execution of the sale deed in terms of the Agreement was attributable to the complainant or that the complainant has committed default in paying installments to the respondent, inspite of demands, except the payment of the outstanding consideration of ₹.5,89,389/-(Rupees Five Lakhs, Eighty-Nine Thousand and Three Hundred and Eighty Nine only). The complainant is therefore entitled for delayed interest as the respondent had delayed completion of the project and was consequently liable to pay interest @ 10.95% to the complainant for the period of delay, from 19.03.2019 till the date of final demand letter dated 15.01.2026 for every month on the actual amount paid by the complainant as reflected in Para 5 above, under

Section 18 of the Real Estate (Regulation and Development) Act, 2016.

24. Similarly, the complainant has equally failed to discharge its obligation of paying the outstanding consideration of ₹.5,89,389/- (Rupees Five Lakhs, Eighty-Nine Thousand and Three Hundred and Eighty Nine only) to the respondent despite the offer of possession and execution of sale deed by the respondent vide their final demand letter dated 15.01.2026. Both the complainant and the respondent would be at liberty to set off the amount of interest payable by each other at the time of possession/execution of sale deed.

25. In the case of *M/s Newtech Promoters and Developers Pvt. Ltd. vs. State of UP and Others, 2021 SCC, Online 1044,* the Hon'ble Supreme Court has clarified that "if the promoter fails to give possession of the apartments, plot or building within the time stipulated under the terms of the agreement, then allottee's right under the Act to seek refund/claim/interest for delay is unconditional and absolute, regardless of unforeseen events or stay orders of the Court/Tribunal". The relevant abstract is reproduced below for ready reference:

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

26. Rule 18 of The Goa Real Estate (Regulation and Development) (Registration of Real Estate projects, Registration of Real Estate

agents, Rates of Interest and Disclosures on websites) Rules, 2017 states as follows:

> "18. *Rate of interest payable by the promoter and the allottee.—The rate of interest payable by the promoter and the allottee shall be the State Bank of India highest Marginal Cost of Lending Rate plus two percent, provided that in case the State Bank of India Marginal Cost of Lending Rate is not in use, it would be replaced by such benchmark lending rates, which the State Bank of India may fix from time to time for lending to the general public."*

27. The present lending rate of interest by SBI is 8.95% per annum. Hence, the respondent is liable to pay to the complainant present lending rate of interest by SBI, which is 8.95% per annum plus two percent i.e 10.95% per annum from 19.03.2019 till the date of final demand letter dated 15.01.2026 for every month on the actual amount paid by the complainant under Section 18 of the Real Estate (Regulation and Development) Act, 2016. The complainant is also required to pay interest @ 10.95% from final demand letter dated 15.01.2026 for failure to pay the balance consideration of ₹.5,89,389/-

(Rupees Five Lakhs, Eighty-Nine Thousand, Three Hundred and Eighty Nine only) after the respondent offered to deliver possession of said flat and execute a sale deed on obtaining Occupancy certificate, till the date of actual payment.

28. It is therefore having regard to the fact that the respondent, being the promoter, has failed to adhere to their contractual and statutory obligations, is duty bound to execute the sale deed in terms of Section 17 and pay interest @ 10.95% to the complainant for every month on the actual amount paid by the complainant in terms of the Agreement for sale dated 19.03.2018 under Section 18, read with Rule 18 of the Goa Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on Website) Rules, 2017 as the respondent has failed to complete and was unable to give possession of the said flat, in accordance with the terms and conditions of the said agreement entered by the parties. The complainant is also required to pay interest @ 10.95% to the respondent from final demand letter dated 15.01.2026 till the date of actual payment for failure to pay the balance consideration of ₹.5,89,389/- (Rupees Five Lakhs, Eighty-Nine Thousand, Three

Hundred and Eighty Nine only) after the respondent offered to deliver possession of the said flat and execute a sale deed on obtaining Occupancy Certificate. Hence, the above points are answered in the affirmative.

Point no.4 and 5

29. The respondent has noticeably violated the provisions of Section 17 and Section 18 of The Real Estate (Regulation and Development) Act, 2016, in not executing a registered sale deed in favour of the complainant and handing over legal and physical possession of the flat No. A-104, admeasuring 95.38 sq. mtrs on the first floor of the building 'A' Wing known as 'G. N. Legacy-I' with one parking slot, in accordance with the terms of the Agreement for sale dated 19.03.2018 registered with Sub-Registrar of Ponda and therefore, the respondent is liable to pay an amount of ₹5,00,000/- (Rupees Five Lakhs only) as penalty under Section 61 of the Act for violation of Section 17 and Section 18 of 'The Real Estate (Regulation and Development) Act, 2016'.

30. The complainant has claimed for compensation from the respondent towards monthly rents of ₹. 12,000/- allegedly paid from 18.03.2019 till the date of actual handover of the subject flat by the

respondent, as well as the compensation of ₹.50,000/ towards expenses of the present proceedings, as against that, the respondent has refuted the above claim raised by the complainant.

31. Under Section 71 of the Real Estate (Regulation and Development) Act, 2016, compensation under Sections 12, 14, 18 and 19 of the Act has to be adjudged only by the Adjudicating Officer. Accordingly, the above prayer for compensation has to be dealt with by the Adjudicating Officer for adjudging the compensation, if any. The complainant may prefer an application before the Adjudication Officer for compensation, if admissible and if, so desires. Hence, the above points are answered accordingly.

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

ORDER

i. The respondent is directed to execute a Sale deed in favour of the complainant, along with the proportionate share in the land corresponding to the area of the flat No.A-104, admeasuring 95.38 sq. mtrs on the first floor of the building 'A' Wing known as 'G. N. Legacy-I' with one parking slot, as per the Agreement for sale dated 19.03.2018, subject to payment of outstanding amount of ₹.5,89,389/-(Rupees Five Lakhs, Eighty-Nine

Thousand and Three Hundred and Eighty Nine only) to the respondent, in terms of Section 17 of The Real Estate (Regulation and Development) Act, 2016, within 60 days from today.

ii. The respondent is also directed to pay interest @ 10.95% to the complainant for the period of delay, from 19.03.2019 till the date of final demand letter dated 15.01.2026 for every month on the actual amount paid by the complainant under Section 18 of the Real Estate (Regulation and Development) Act, 2016.

iii. The complainant is also directed to pay interest @ 10.95% to the respondent on the balance consideration of ₹.5,89,389/- (Rupees Five Lakhs, Eighty-Nine Thousand, Three Hundred and Eighty Nine only) from final demand letter dated 15.01.2026 till the date of actual payment.

iv. Both the complainant and the respondent would be at liberty to set off the amount of interest payable by each other at the time of possession/execution of sale deed.

v. The respondent is directed to pay ₹5,00,000/-(Rupees Five Lakhs only) as penalty under Section 61 of the Act for violation of Section 17 and Section 18 of 'The Real Estate (Regulation

and Development) Act, 2016'. The amount shall be deposited into the bank account of the Authority, within 60 days, failing which necessary proceedings will be initiated against the respondent.

vi. The respondent is directed to file compliance report of the order in the form of an affidavit within sixty days of this order, failing which further legal action will be initiated by the Authority under 'The Real Estate (Regulation and Development) Act, 2016' for execution of the order.

29-10-2026

(Vincent D'Silva)
Member, Goa RERA

Panaji, Goa.
Dated: 29.10.2026.