



GOA REAL ESTATE REGULATORY AUTHORITY

101, 1st Floor, 'SPACES' Building, Plot No. 40, EDCPatto Plaza, Panaji 403 001 Goa
www.rera.goa.gov.in

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

Case No. 3/RERA/New Proj(1287)/2023/ 230

Date: 25/02/2025

ORDER **(Dated 25.02.2025)**

- 1) M/s Raj Housing Development Pvt. Ltd. (hereinafter referred as the Applicant), had applied for registration of the project '**RAJ CENTRAL**' under Section 3 of the Real Estate (Regulation and Development) Act, 2016 read with the Goa Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates on interest and Disclosures on website) Rules 2017.
- 2) During the scrutiny of documents, it was observed that there were several deficiencies in the application. As despite several inquiry emails and the response furnished by the Applicant, the deficiency in the application for project registration could not be rectified, a notice dated 12/06/2024 was issued to the Applicant seeking clarification on the aspects noted therein for taking a view as to registration of the project 'Raj Central' and an opportunity of personnel hearing on the issues, noted in the said notice was also given to the Applicants so as to take a view with regards to the disposal of his application for registration of the project 'Raj Central'.

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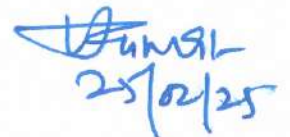
3) During the course of the proceedings conducted with reference to the above referred notice, the Applicant Noticee filed reply on 24.06.2024 and also on 01.07.2024 as well as submitted copies of certain documents in support of his submissions. Upon consideration of the submissions and contentions made by the Applicant Noticee during the proceedings, an order dated 09.08.2024 was passed interalia observing as follows:-

“11. Evidently, the Specific Power of Attorney executed by the land owners in favour of the POA holder as it ordinarily should be, is intended for appointing the specific person/ persons to act on behalf of the EXECUTANTS as their attorney only and mention of various matters in its clauses i.e. permissions and to follow up various government department and public offices including public offices of public bodies like Panchayats, Municipality, Planning and Development Authority, Town and Country Planning Department, RERA Authorities, Collectorate and other offices as also enter into and other execute all or any Agreement, Deed, Declarations, Affidavits or any other documents etc. would not change the nature of capacity held by the POA holder which is essentially to act on behalf of the EXECUTANTS as their attorney.

12. On the other hand ‘Joint Development Agreement’ dated 17.04.2021 and ‘Agreement for Development and Sale’ dated 10.09.2022 entered into between the owners of the two properties constituting the project land and the developer herein, is a contractual document between the parties thereto, setting out the details of terms and conditions in respect of transfer of development rights and title of subject property as well as the exercise of rights and liabilities of the respective parties. It is evident that the powers given in the Power of Attorney and terms and conditions stated in both the Agreements (i.e. Agreements for Development and Sale and Joint

Development Agreement) are different and executed for different purpose. Therefore, the contention of the Application regarding having duly executed and registered Power of Attorney in his favour upon payment of requisite stamp duty, is hardly of any consequence and would have no bearing upon the requirements specified vide Goa RERA circular dated 04.10.2022.

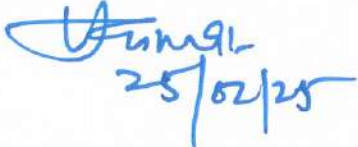
13. It is relevant to add here that this Authority taking note of the definition of the term 'Promoter' as available under Section 2(zk) of the Act, has repeatedly held that under the joint development agreement route, wherein the landowner contributes land for construction of real estate project and the promoter who invests money and carries out construction of the real estate project, both shall be deemed to be the promoters and shall be jointly liable for the functions and responsibilities specified under the Act. Further, Goa RERA vide its Circular No. 3/RERA/ Off. Matters/ 2019/718 dated 04.10.2022 observed that Section 4 of the Real Estate (Regulation & Development) Act, 2016 read with Rule 3(2) (d) of the Goa Real Estate (Regulation and Development) (Registration of Real estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosure on Website) Rules 2017, mandates collaboration agreement, development agreement, joint development agreement or any other form of agreement, as the case may be, entered into between the promoters and owners of the land. Further, such documents/ transactions are required to be registered under Section 17 of the Indian Registration Act, 1908. The Requirement of registration of these documents besides being in compliance of Section 17 of the Indian Registration Act, 1908; is also vital to the cause of protection of allottees as the Joint Development Agreement is basis of the Joint liability of both the promoters and thus the requirements needs to be


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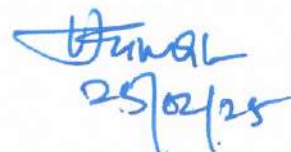
complied with before the application made by the Promoters for registration of the Project is granted. The Applicant is well aware of these aspects in as much as he is even willing to give an undertaking that it would get both the documents i.e. Joint Development Agreement and Agreement for Development and Sale duly registered before the Sub-Registrar by paying all the required Stamp Duty and Registration fees.”

4) It was further ordered/directed as follows:-

“14. In view of what has been discussed hereinabove, the Authority is constrained not to accept the plea of to the Applicant that the matter may be considered based upon the promoter’s undertaking stating that in due course the documents would be registered before the Sub Registrar and further grants a period of 04 weeks upon the receipt of the order by the Applicant to complete the process for registration of the said ‘Joint Development Agreement’ dated 17.04.2021 and ‘Agreement for Development and Sale’ dated 10.09.2022 before the jurisdictional Sub-Registrar and submit the copies of thereof to the Authority for further consideration of the matter. With regard to the exclusion of built up area for grant of sanad, it is observed that the documents submitted by the Applicant qua the grant of Sanad though issued by the Additional Collector Goa, neither refer to the said circular dated 07.03.2007 nor provide the details of exemption granted. It is accordingly felt expedient to seek a clarification on the issue as discussed hereinabove from the office of the Collector, South Goa for which Secretary to the Authority would make necessary reference to Collector, South Goa within a week. The case is fixed for further hearing on 25.09.2024 at 3.00 p.m.”

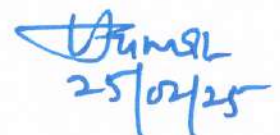

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5) Evidently, the Applicant Noticee was given four weeks' time for compliance and matter was further fixed for hearing on 25.09.2024. The Advocate for the Applicant Noticee though appeared on 25.09.2024 but sought some more time to file their response qua the directions issued vide order dated 09.08.2024 and matter was accordingly adjourned to 01.10.2024. On 01.10.2024 none appeared for the Applicant Noticee and also no reply was filed, a notice dated 03.10.2024 was accordingly issued to the Applicant Noticee providing another opportunity including an opportunity of personal hearing on 15.10.2024 when Adv. for Applicant Noticee further sought two weeks time to file a response to the Notice. Further, Adv. for Applicant Noticee on Next date i.e. 08.11.2024 informed that the matter had already been agitated before Hon'ble High Court of Bombay at Goa by way of filing of a writ petition and sought adjournment to file relevant details and a brief response to the notice and the matter was thus fixed for hearing on 21.11.2024. Since Adv. for the Applicant Noticee inadvertently noted the date as 23.11.2024, the matter was further postponed to 05.12.2024 when the Adv. for Applicant Noticee sent an email informing again that the order dated 09.08.2024 passed by this Authority was under challenge by M/s Raj Housing Development Pvt. Ltd. before Hon'ble High Court by way of Writ Petition but did not provide any details as to filing particulars or Writ Petition number, next date of hearing etc. although it was prayed that the matter be adjourned and fixed in the month of January 2025 as by that time there might be some outcome. The matter was thereafter fixed for 24.12.2024 in consultation with the Adv. for Applicant Noticee. Adv. for the Applicant Noticee appeared on the said date and was apprised that the communication received vide email dated 05.12.2024 does not provide requisite details as per the directions dated


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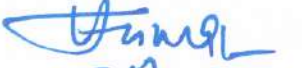
08.11.2024 and accordingly, the Applicant Noticee was further directed to file relevant details and a brief response to the notice for which the Adv. for Applicant Noticee sought some time and the matter was thereafter fixed for 27.12.2024 when none remained present for the Applicant Noticee and the matter was fixed on 16.01.2025 providing further opportunity in view of the court vacation. However, the matter could be heard on 21.01.2025 by this Authority. On 21.01.2025 Adv. for Applicant Noticee was present and again sought brief adjournment for compliance of the directions for filing relevant documents and brief response to the notice. The Adv. for Applicant Noticee was also apprised that no further opportunity for the purpose will be granted in the matter and the matter was accordingly fixed for further proceedings on 29.01.2025. However, none remained present for the Applicant Noticee and matter was kept for order.

- 6) From the above, it is evident that the respondent was given sufficient opportunity to rectify the deficiencies prior to issue of notice dated 12.06.2024 and the proceedings initiated vide the said notice also interalia provided an opportunity of personal hearing on the specific aspects of registration of the joint development agreement and the exclusion of built up area for the grant of Sanad etc so as to take a view with regard to disposal of his application for registration of the project 'RAJ CENTRAL'. Similarly notice dated 03.10.2024 also underlined the necessity of disposal of the pending application for registration of the project 'RAJ CENTRAL'. It is further relevant to add that besides grant of 04 weeks time to the Applicant Noticee for compliance of the directions issued vide order dated 09.08.2024 and fixing the matter on 25.09.2024 for hearing, the matter was



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further fixed on 08 more occasions providing opportunities to the Applicant Noticee for reporting compliance or for filing any response as to compliance of the directions issued vide order dated 09.08.2024 but neither any compliance was reported nor any other response as to the compliance of the direction was filed by the Applicant Noticee with the authority despite seeking adjournments or further time and assuring each time to do the needful before next date of hearing.

- 7) As noted herein above, the plea raised by Applicant Noticee as to the registration of joint development agreement dated 17.04.2021 and agreement for development and sale dated 10.09.2022 and also as to grant of Sanad excluding the area of existing structure etc. has already been disposed of vide detailed order dated 09.08.2024. Further, besides grant of 04 weeks time to the Applicant Noticee for compliance of the directions issued vide order dated 09.08.2024 and fixing the matter on 25.09.2024 for hearing and the matter was further fixed on 08 more occasions providing opportunities to the Applicant Noticee for reporting compliance or for filing any response as to compliance of the directions issued vide order dated 09.08.2024, neither any compliance was reported nor any other response as to the compliance of the direction was filed by the Applicant Noticee with the authority despite seeking adjournments or further time and assuring each time to do the needful before next date of hearing. Also with regard to the plea of the Applicant Noticee that matter be kept pending consideration in view of the same having being agitated before the Hon'ble High Court of Bombay at Goa, the Applicant Noticee failed to provide even filing particulars or next date of hearing or any interim orders passed by the Hon'ble Court in a period of approximately 03 months.


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8) Keeping in view the above, I am constrained to reject the application made by Applicant Noticee for registration of the project '**RAJ CENTRAL**'. However, the Applicant Noticee is granted liberty to apply afresh for registration of the project '**RAJ CENTRAL**' if he so desires and subject to providing complete documents and completion of other formalities.


Virendra Kumar 25/02/21
Member, Goa RERA

To,
Sandip N. Nigalye
C/o Raj Housing Development Pvt. Ltd.,
Office 401, Rajdeep Galleria,
Sadar, Ponda-403401