



GOA REAL ESTATE REGULATORY AUTHORITY

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

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FN0: 3/RERA/Complaint(498)/2025/ **1063**

Date: **17/07/2026**

1. Mrs. Virashri Shailendra Naik Dessai

2. Mr. Shailendra Naik Desai

Both resident of

H. No. 644, Bhiunsa Malawada,

Cuncolim, Salcete, Goa-403703.

Complainant(s)

V/s

1. Ms. Priyanka Lotlikar

Plot No. 79, Goa Housing Board Colony,

Near Bank of Maharashtra,

Gogol, Margao, Salcete Goa-403601

2. Mr. Shankar Damodar Lotlikar

H. No. 40/A, Shri Damodar Layamati,

Davorlim, Navelim, Salcete Goa-403707.

3. Mrs. Shankuntala Shankar Lotlikar

H. No. 40/A, Shri Damodar Layamati,

Davorlim, Navelim, Salcete Goa-403707.

4. Mr. Gurudas Damodar Lotlikar (deceased)

Flat No. 15, Sapana Estate,

Borda, Margao, Salcete, Goa-403602.

5. Mrs. Savita Gurudas Lotlikar (deceased)

Flat No. 15, Sapana Estate,

Borda, Margao, Salcete, Goa-403602.

(Respondent No. 4 and 5 since deceased represented by and through their legal Heirs)

a. Mr. Santosh Gurudas Lotlikar

b. Mrs. Deepa Lotlikar

Both resident of Flat No. AF-2,
Building A, Supreme Park behind powerhouse,
Aquem Alto, Margao, Gao-403601.

c. Mr. Darshan Gurudas Lotlikar

d. Mrs. Pranjali Lotlikar

Both resident of Flat No. AF-2,
Building A, Supreme park
behind Powerhouse Aquem Alto,
Margao, Goa-403601

6. Mr. Pandharinath Damodar Lotlikar

H. No. 4, Jayalaxmi, Indona,
Davorlim, Navelim, Salcete- Goa-403707

7. Mrs. Jayalaxmi Pandharinath Lotlikar,

H. No. 4, Jayalaxmi, Indona, Davorlim,
Navelim, Salcete- Goa-403707

8. Ramrao Damodar Lotlikar,

Housing Board, Gogol,
Margao, Salcete, Goa-403601

9. Mrs. Indumati Ramrao Lotlikar,

Housing Board, Gogol,
Margao, Salcete, Goa-403601

10. Mr. Dinkar Damodar Lotlikar,

H. No. 442, Lotlikar Chawl,
Zariwada, Aquem, Margao,
Salcete, Goa-403601

11. Vimal Dinkar Lotlikar (Deceased)

H. No. 442, Lotlikar Chawl,
Zariwada, Aquem, Margao,
Salcete, Goa-403601.

(Since deceased represented by and through her legal heirs)

a. Mrs. Trupti Prajyot Raikar

b. Mr. Prajyot Raikar

Both resident of Flat no. 301,
3rd floor, Damodar Rukmabai Tower Comba,
Salcete Goa-403601

12. Mr. Subhash Damodar Lotlikar,

H.No. 442, Rawanfond,
Navelim, Salcete, Goa-403707

13. Mrs. Usha Subhash Lotlikar,

H.No. 442, Rawanfond,
Navelim, Salcete, Goa-403707..... **Respondent(s)**

- 1) Ld. Adv. Amay Salatry for the Complainant.
- 2) Ld. Adv. Aniket Kunde for the Respondent No. 1, 4, 5(a) & 4, 5(b), 8, 9, 11(a), 11(b), 12 & 13.
- 3) Ld. Adv. Ravindra G Tilve for the Respondent 2 & 3.
- 4) Ld. Adv. Pranav Vaze for the Respondent 4, 5 (c), 4, 5(d)
- 5) Respondent No. 6, Respondent No 7 & Respondent No 10 remained absent hence Ex Parte

ORDER

(Delivered on this 17th day of the month of July, 2026)

Case of the Complainant



1. An online Complaint was filed on 04/08/2025 by the above Complainant. The brief facts and allegations of the complaint are as follows:-

- (a) The Complainants submitted that the Respondent No. 1 has portrayed herself as a Developer who undertakes to develop the multi storied -cum-commercial building complex and Respondents 2 to 13 are the owners of the property on which the said building was to be constructed.
- (b) That the Complainants relying on the representations depicted by the Respondent No. 1, executed an Agreement of Sale with all the Respondents (Respondents 2 to 13 as owners/confirming party and Respondent No. 1 as Developer/Prospective Vendor) on, 01/12/2020 which is registered before the office of Sub Registrar of Salcete at Margao-Goa. The same is bearing Registration No. MGO-1-3479-2020, Book No. 1, dtd.12/2020.
- (c) The Complainants submitted that it was represented in the Agreement for Sale that the said Project was registered with the Goa Real Estate Regulatory Authority under Reg. No. PRG08180601, however, no evidence to that effect was supplied to the Complainants herein.
- (d) The said Agreement to Sale is for purchase of all that Flat bearing No. 401 located on the 4th Floor of the building named as "Damodar Rukhmabai Towers" comprising a super built up area of 96 sq. mts., and carpet area of 69.10 sq. mts. together with the proportionate undivided share of land in the property denominated as "Comba" situated at Ward Comba within the limits of Margao Municipal Council, Taluka and Sub-District of Salcete, District of

South Goa, State of Goa, described in the land registration office of Salcete under no. 17,758 of New Series, enrolled in the Taluka Revenue of Salcete under Matriz No. 259 and surveyed under Chalta Nos. 93 and 94 of P.T. Sheet No. 214 in the office of City Survey of Margao, totally admeasuring an area of 525 sq. mts. The above flat is bounded as under: On the East: By the staircase and Flat No. 402, on the West: By 3 mts. wide set back & on the South:- By 6 mts. wide side set back. beyond which lies the public road, on the North: - By 1.5 mts. wide set back.

(e) That as per the agreed terms of the Said Agreement the Complainant agreed to purchase the said Flat for an aggregate consideration of Rs 49,00,000/- (Rupees Forty-Nine Lakh only) as the sale consideration, and accordingly out of the total sale consideration Complainants have paid a substantial sum of Rs. 44,00,000/- (Rupees Forty Four Lakhs) plus GST on the same plus stamp duty Rs. 2,45,000/- Registration Fee Rs. 1,000/-, Advocate fee Rs. 6,000/-, other fees Rs. 1,000/- as consideration of the said flat, details of which are as under:

- i) Amount of Rs. 15,00,000/- (Rupees Fifteen Lakhs Only) by cheque bearing No. 00057 of Bank of Baroda along with G.S.T. which is Rs. 75,000/- (Rupees Seventy Five Thousand Only) on, 22/09/2020.
- ii) Amount of Rs. 10,00,000/- (Rupees Ten Lakhs Only) alongwith Rs. 50,000/- (Rupees Fifty Thousand Only) G.S.T. over the same paid in the month of January 2021 by D.D.

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- iii) Amount of Rs. 10,00,000/- (Rupees Ten Lakhs Only) alongwith Rs. 50,000/- (Rupees Fifty Thousand Only) G.S.T. over the same paid in the month of April 2021 by D.D.
- iv) Amount of Rs. 3,00,000/- (Rupees Three Lakhs Only) along with Rs. 15,000/- (Rupees Fifteen Thousand Only) G.S.T. over the same) paid in the month of October 2021 by cheque of Bank of Baroda.
- v) Amount of Rs. 1,00,000/- (Rupees One Lakh Only) alongwith Rs. 5,000/- (Rupees Five Thousand Only) G.S.T. over the same paid in the month of January 2022 by cheque of Bank of Baroda.
- vi) Amount of Rs. 2,00,000/- (Rupees Two Lakhs Only) alongwith Rs. 10,000/- (Rupees Ten Thousand Only) G.S.T. over the same paid in the month of April 2023 by cheque of Bank of Baroda
- vii) Amount of Rs. 1,00,000/- (Rupees One Lakh Only) alongwith Rs. 5,000/- (Rupees Five Thousand Only) G.S.T. over the same paid in the month of August 2024 by cheque of Bank of Baroda.
- viii) Amount of Rs. 2,00,000/- (Rupees Two Lakhs Only) along with Rs. 10,000/- (Rupees Ten Thousand Only) G.S.T. over the same paid in the month of April 2025 by N.E.F.T.
- ix) Amount of Rs. 2,45,000/- (Rupees Two Lakhs Forty Five Thousand Only) paid towards stamp duty, Registration Fee Rs. 1,000/- (Rupees One Thousand Only), Advocate fee Rs. 6,000/- (Rupees Six Thousand

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Only), other fees Rs. 1,000/- (Rupees One Thousand Only).

(f) That as per clause 6 of the said Agreement the Respondent No. 1 was duty bound to give possession of the said flat to the Complainant on or within 12 months from the date of executing the said agreement i.e. 01/12/2021. The Respondent No. 1 defaulted in giving the possession of the said flat as per the agreement within the stipulated time period of 12 months though the consideration amount have been paid by the Complainants as per the payment schedule in the agreement and only a small amount of the total consideration is balance. The Complainants have not paid the said balance amount so far as there is no clarity from the Respondents' side on the possession and execution of the Sale Deed in relation to the said flat.

(g) That the Respondent No. 1 has failed to provide possession of the said flat in accordance with Clause 7.1(a) of the agreement, as no written offer of possession was ever extended. The building remains incomplete, with significant work pending in the common areas, particularly at the entrance. Upon inspection, the Complainants also noted that the work within their flat had not been fully completed as stipulated in the agreement. Despite repeatedly following up with Respondent No. 1 to complete the outstanding work on both the flat and the building's common areas—which appear unkempt for a new construction—the Complainants have faced continuous delays. It is submitted that the Respondent's own failure to complete the project on time is the reason for the delayed

occupancy certificate. When the Complainants attempted to ascertain a specific date for the execution of the Sale Deed and handover of possession, Respondent No. 1 provided an uncertain and evasive response, citing the absence of one of the co-owners, as the cause for the delay.

- (h) That the Respondents have also not handed over copies of the title deeds in respect of the ownership of the said land on which the construction is being made, as well as the development Agreement signed between the Respondent No. 1 being the Developer and other Respondents being the owners.
- (i) Being aggrieved by the inaction of the Respondents regarding handing over the possession of the said flat and towards execution of the Sale Deed for the same, the Complainants were constrained to issue a Legal Notice to the Respondents through their Lawyers calling upon them to execute the Sale Deed and deliver the possession of the said flat.
- (j) The Complainants received a reply dated 17-06-2025 to their said Legal Notice from Respondent No. 1 wherein the Respondent No. 1 cited the Pandemic as the reasons for delay in completion of the project on time and instead asked the Complainants to make the balance payment of Rs. 5,00,000/- (Rupees Five Lakh) with GST and interest of 15% p.a. for delayed payment of the final installment and only after that the possession of the said flat will be given to the Complainants and Sale Deed will be executed.
- (k) The Complainants through their Advocate responded to this reply vide letter dated 30-06-2025 denying the averments of

the said reply being false, manipulative and made with intention to harass the Complainants. It was reiterated in the reply by the Complainants that the Respondent No. 1 has fundamentally defaulted on their obligation to deliver possession of the flat by December 10-12-2021, as per Clause 6 of the agreement and has also failed to complete essential works, including plumbing, rectifying wall cracks, designating stilt parking, and finishing common areas, while also failing to provide sanctioned plans as mandated by RERA. The Complainants also disputed the Respondent's claims of pandemic-related delays, given the agreement was executed post-lockdown, and demanded interest at 10.35% per annum for the admitted delay in possession. The complainants also demanded for Sale Deed execution and rejected any claim for interest against them. The Complainants averred that they were prepared to take possession and tender the balance payment immediately, provided the Sale Deed is executed within a week of the same, signed by all original signatories and the legal heirs of any deceased parties, with a draft provided for approval.

- (l) The Respondent No. 1 as the Developer has failed to take any steps towards transferring the possession and executing the sale deed as demanded in the Legal Notice within the stipulated time. The Respondents have miserably failed to execute their part of the Contract by failing to handover the possession of the said apartment to the Complainants as well as failing to execute the Sale Deed.
- (m) That in spite of providing so many opportunities and time to the Respondents, the Respondents have failed to transfer

the possession of the said flat to the Complainants nor taken any concrete steps for execution of the Sale Deed. The Respondents have already taken a substantial sum as an advance towards the sale consideration and enjoyed the said monies without fulfilling their part of the contract.

- (n) The Respondents have violated the terms of the said Agreement, thereby leaving no option for the Complainants but to file this complaint.
- (o) That being aggrieved and dissatisfied with the inaction and callous attitude of the Respondent No. 1 as the Developer; by not abiding the terms of contract and unethical behavior, the Complainants have filed this Complaint before this Hon'ble Authority.
- (p) The Respondents were given sufficient time and opportunity to remedy his grievance, however the Respondents have purposefully neglected and failed to do so.
- (q) The Complainants stated that Goa RERA has jurisdiction to entertain, try and dispose the said complaint since it is within its jurisdiction of Goa RERA.
- (r) The Complainants state that the cause of action for filling complaint has arisen when the Respondent No. 1 made no attempt to respond to the Complainants' requests to transfer the possession of the said Property as per said Agreement and execute the Deed of Sale.
- (s) The Complainant seeks interim relief u/s 18 of RERA Act for directing Respondent s to pay interest for every month of delay, till handing over of possession at such rate as may be prescribed, including compensation.



- (t) The Complainants will suffer grave and irreparable loss and injury to their rights if the reliefs prayed for in this Complaint are not granted.
- (u) The Complainants have not filed any other proceedings on the subject matter of this Complaint before this Honorable Authority or any other Forum or court or authority for the reliefs claimed in the present complaint.
- (v) The Complainants crave leave to refer list of documents of which is annexed herewith or procure any further documents to support this Complaint or as desired by this Hon'ble Authority.
- (w) The Complainant states that this Complaint is filed pursuant to the provisions of section 31 of the Act, which enables any aggrieved person to file a complaint with this Hon'ble Authority, for any violation or contravention of the provisions of the Act or the rules and regulations made.
- (x) The Complainant also craves the leave of Goa RER to amend the complaint by adding or deleting any paragraph as and when necessary.

2) Relief Sought

- a) That the Respondents be directed and be ordered to immediately execute the Deed of Sale and hand over the possession of the said flat to the Complainants.
 - b) That the Respondents be directed and be ordered to, prior to the execution of the Deed of Sale and handover of possession of the Flat to the Complainants be directed to handover copies of all title documents for inspection of the Complainants.
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- c) That the Respondents be directed and be ordered to pay to the Complainants applicable interest on the amount already paid under the Sec. 18 of the Real Estate (Regulation and Development) Act 2016 and Rules as interim relief for breach of Contract and failure to comply with the terms of the Agreement for Sale, by the Respondent.
- d) That the Respondents be directed to pay the Complainant Rs. 10,00,000/- (Rupees Ten Lakhs only) as damages for the stress and mental trauma suffered by the complainant and his family due to the acts of the Respondent.
- e) That the Respondents be directed to pay the Complainants, the Complainant's costs towards filing this complaint including legal costs.
- f) That the Authority be pleased to pass such other order / further orders that may deem fit and proper.

3) Interim Order

- a) Pending hearing and final disposal of this Complaint, this Hon'ble Authority be pleased to (i) refrain the Respondent from disposing (in any manner whatsoever) the unit agreed to be sold to the complainants in the Project.
 - (b) That this Hon'ble Authority be pleased to pass an ex-parte ad interim relief in terms of prayers set out above.
- 4) The points for determination along with the reasons and findings thereon are as follows:-

Sr. No.	Points for determination	Findings
1.	That the Respondents be directed and	As per

	be ordered to immediately execute the Deed of Sale and hand over the possession of the said flat to the Complainants.	final Order
2.	That the Respondents be directed and be ordered to, prior to the execution of the Deed of Sale and handover of possession of the Flat to the Complainants be directed to handover copies of all title documents for inspection of the Complainants.	As per final Order
3.	That the Respondents be directed and be ordered to pay to the Complainants applicable interest on the amount already paid under the sec. 18 of the Real Estate (Regulation and Development) Act 2016 and Rules as interim relief for breach of Contract and failure to comply with the terms of the Agreement for Sale, by the Respondent.	As per final Order
4.	That the Respondents be directed to pay the Complainant Rs. 10,00,000/- (Rupees Ten Lakhs only) as damages for the stress and mental trauma suffered by the complainant and his family due to the acts of the Respondent.	As per final Order
5.	That the Respondents be directed to pay the Complainants, the	As per final

	Complainant's costs towards filing this complaint including legal costs.	Order
6.	That this Hon'ble Authority be pleased to pass such other order / further orders that this Hon'ble Authority may deem fit and proper.	As per final Order

5) A notice dated 13/08/2025 was issued to the complainant. The Complainant filed all requisite documents. A Notice dated 03/09/2025 was issued to all the Respondents. It was observed that Respondents 4, 5 & 11 have expired. Advocate for complainant brought their legal heirs on record. Notices were issued to all the legal heirs brought on record. Accordingly cause title has been amended. However Respondent No. 6, Respondent No. 7 & Respondent No. 10 remained absent inspite of notice being served.

6) Reply on behalf of Respondents No. 1, 8, 9, 12 & 13.

The Respondents No. 1, 8, 9, 12 & 13 submitted that complainant has suppressed from this Authority that it has already taken 'Symbolic Possession' of the flat in March 2024, by transferring its furniture and other material in the flat, despite not paying the entire amount to the Respondents. The Complainant has further suppressed from this authority that it has failed to make timely payments as per the terms of the Agreement. The Complainant has approached the authority with unclean hands and by suppressing material facts and as such is not entitled to any relief.

FACTS IN BRIEF

7) These Respondents submitted that the Respondent No.1 as

Developer with the consent and confirmation of the owners of the land (which includes Respondent Nos. 8,9,12 & 13) by Agreement for Sale dated 1st December 2020 duly registered in the office of the Sub-Registrar of Salcete, Margao agreed to sell to the Complainant Flat No.401 on the fourth floor of the building "DAMODAR RUKHMABAI TOWERS" comprising of super built up area of 96.10 sq. mts. with one individual car parking, together with the proportionate undivided share in land under property surveyed under Chalta Nos.93 and 94 of P.T. Sheet No. 214 of Margao City Survey, situated at Comba, Margao, Goa for total consideration of Rs.49,00,000/- (Rupees forty nine lakhs only). This consideration amount was to be paid in installments which is mentioned in Schedule III of the agreement. For the sake of brevity time schedule for making payment as per the Agreement is reproduced herein below :-

- a) The Complainant was liable to pay an amount of Rs. 10,00,000/- (Rupees Ten Lakh Only) on or before 23rd December 2020.
 - b) The Complainant was liable to pay an amount of Rs. 10,00,000/- (Rupees Ten Lakh Only) within a period of 3 months from the date of signing of the agreement.
 - c) The Complainant was liable to pay an amount of Rs. 14,00,000/- (Rupees Fourteen Lakhs Only) within a period of 9 months from the date of signing of the Agreement or upon intimation of the occupancy certificate whichever is earlier.
- 8) These Respondents submitted that installment at sr. no. (b) mentioned herein above was delayed and was made in April

2021. Similarly installment mentioned at sr. no. (c) is not yet fully paid. An amount of Rs. 8,50,000/- is paid in April 2025 only. The complainant has been defaulting on the payment installments which has prejudiced the Respondents.

- 9) These Respondents submitted that, the building including the said flat has already been completed and Margao Municipal Council has already issued occupancy certificate and assessed the said flat for the purpose of house tax. The Respondents further submit that they had intimated this fact to the complainant and had informed them about the balance payment after which the complainant was free to take possession of the flat followed by execution of Deed of Sale. These Respondents further submitted that the complainant inspected the said flat and confirmed about the completion of the said flat. The complainant disclosed about its financial difficulty to the Respondents and requested the Respondents to permit the complainant to shift its furniture and other material in the said flat. Accordingly the complainant in March 2024, shifted its furniture and other material in the said flat and sought time to make the balance payment, upon which it was agreed that Deed of Sale will be executed.)
- 10) These respondents submitted that the said flat is ready to be occupied in all aspects and the complainant is free to take possession of the said flat whenever it wishes upon payment of the balance consideration amount. These Respondents are also willing to execute Deed of Sale with the complainant after they clear all the outstanding payments.
- 11) These Respondents further stated and submitted that allegations in the complaint are false, misleading, and self-

motivated by the complainant. Hence these Respondents denies the same in toto unless these Respondents expressively admits anything herein after in this reply/written statement.

- 12) Without prejudice to the objections and the facts narrated above these Respondents denies all and singular averments in the complaint. Nothing stated in the complaint is admitted or be taken to be deemed to be admitted by these Respondents although the same may have escaped specific denial.
- 13) Without prejudice to the above, these Respondents dealt to para-wise with the contents of the complaint as under :-
- 14) With reference to paras 1 and 2 these Respondents do admit the contents of the same and the complainant is put to strict proof thereof.
- 15) With reference to para 3 of the complaint the allegations therein are denied and the complainant is put to strict proof thereof. It is denied that the subject matter of the claims falls within the jurisdiction of the authority.
- 16) With reference to para (a) and (b) of the complaint the contents therein are denied and the complainant is put to strict proof thereon. These Respondents state that they never made any representation to the complainant.
- 17) With reference to paras (c) the allegations therein are denied and the complainant is put to strict proof thereof. It is vehemently denied that no evidence was supplied to the complainant about registration of the project with the Goa Real Estate Regulatory Authority. These Respondents submit that a file containing all the documents pertaining to title,

licenses, permissions etc. were supplied to the complainant by the Respondent no. 1 before the execution of the Agreement and only after being satisfied about the marketable title of the project, the complainant entered into agreement with the Respondents. At any rate the complainant was aware of the RERA registration no. of the project and was free to verify authenticity by visiting the RERA site.

- 18) With reference to para (d) the contents of the same are part of the records and these Respondents do not wish to make any comments thereof.
- 19) With reference to paras (e) the contents therein are denied and the complainant is put to strict proof thereof. These Respondents submit that the complainant defaulted in making payments as per the schedule of the agreement and delayed in making timely payments thereby causing loss to these Respondents. These Respondents further submit that the complainant is pay the balance consideration amount of Rs. 5,50,0000/- and the same remains unpaid till date.
- 20) With reference to para (f) the allegation therein are vehemently denied and the complainant is put to strict proof thereof. It is denied that the Respondent no. 1 was duty bound to give possession of the flat to the complainant within 12 months from the date of execution of the agreement. These Respondents further deny that the complainant has paid the consideration amount as per the payment schedule in the agreement. These Respondents submit that complainant is trying to portray an incomplete picture without placing all the relevant facts before this

Hon'ble authority. These Respondents state that clause 6 of the agreement cannot be read in isolation and the same has to be read in consonance with the other clauses of entire Agreement. It is submitted that possession of the flat is delayed due the complainant's own fault and as the complainant was continuously defaulting in making payments. The complainant has already taken symbolic possession of the flat by shifting its furniture and other material in the flat. These Respondents further state that the complainant has till date not paid the entire amount and that the complainant is free to take absolute possession once the balance payment is made.

- 21) With reference to para (g) these Respondents vehemently deny each and every singular allegations therein and the complainant is put to strict proof thereof. It is denied that these Respondents failed to provide possession of the said flat in accordance with the agreement and that no written offer of possession was ever extended. It is further denied that the building remains incomplete, with significant work pending in the common area particularly at the entrance. These Respondents also deny that upon inspection the complainant noted that the work in their flat had not been fully completed. These Respondents submit that the payment of the entire consideration amount precedes written offer of possession and Since the complainants are themselves delaying in taking possession of the flat by not paying the balance consideration amount there is no question of making any written offer for possession. These Respondents further submit that the allegations with regards to non-completion of

work in the project is completely false and fictitious. The building is completely ready in all aspects and the same is occupied by the flat owners. It is further denied that the complainant was following up with the Respondent No. 1 to complete the outstanding work on both the flat and the common area. It is further denied that the complainant ever attempted to ascertain with the Respondent No. 1 a specific date for the execution of the Sale Deed and handover of possession. The complainant is well aware that the building and the flat are completely ready to be occupied and the complainant has already taken symbolic possession of her flat. The remaining flat in the building are also occupied by its respective owners and only the complainant is delaying in taking possession of her flat.

22) With reference to para (h) the allegation therein are vehemently denied and the complainant is put to strict proof thereof. It is denied that the title deed in respect of the ownership of the said land on which the construction is being carried out as well as the development agreement signed between the Respondent No. 1 and other respondents was never handed over to the complainant. These Respondents submit that the complainant after verifying about the marketable title of the project has entered into agreement with these Respondents.

23) With reference to para (i) the allegation therein are denied and the complainant is put to strict proof thereof. These Respondents submit that the legal notice issued by the lawyer of the complainant is defective and is issued without being disclosed about the complete facts.



- 24) With reference to para (j) these Respondents do not wish to offer any comments.
- 25) With reference to para (k) these Respondents deny each and every singular allegations therein. The contents of the letter dated 30.06.2025 are repetition of the earlier communication dated 2.05.2025, issued by the complainant's lawyer. The complainant are well aware that the said building and the flat are ready in all aspects and the said communications are issued by the complainant only to harass the Respondents and with a motive to evade payment of the balance consideration amount. These Respondents had already informed the complainant that they will hand over possession of the said flat to the complainant once the balance consideration amount is paid to the Respondents and the Respondents will thereafter execute deed of sale with the complainant.
- 26) With reference to para (l) and (m) these Respondents deny each and every singular allegations therein. It is vehemently denied that the Respondent No. 1 as Developer has failed to take any steps towards transferring the possession and execution of sale deed as demanded in the legal notice within stipulated time. It is further denied that these Respondents have miserably failed to execute their part of the contract by failing to handover possession of the said flat to the complainant and also execute sale deed in favor of the complainant. These Respondents submit that the complainant is free to take possession of the said flat "TODAY IT SELF" provided they make payment of the balance consideration amount with interest on delayed payments. These

Respondents further submit that they are not bound to execute any sale deed with the complainant under the Agreement dated 1.12.2020. These Respondent submit that due to untimely payments by the complainant, the Respondent No. 1 was burdened with financial difficulty which has caused tremendous mental pressure and agony to the Respondent No. 1.

27) With reference to paras (n), (o) and (p) the allegation therein are denied in to and the complainant is put to strict proof thereof. These Respondents submit that the entire problems have arisen as the complainant is not making timely payments and still is not making payment of the balance consideration amount. As stated in the preceding para the complainant is free to take possession of the said flat "TODAY IT SELF" provided they make payment of the balance consideration amount with interest on delayed payments.

28) With reference to para (q) it is submitted that this Hon'ble Authority lacks jurisdiction to try and entertain the present complaint.

29) With reference to para (r) these Respondents submit that the present complaint is filed on an illusory cause of action and no cause of action ever arose in favor of the complainant to file the present complaint.

30) With reference to para (s) the allegations therein are vehemently denied. The complainant is not entitled for any interim relief from this Hon'ble Authority. The Respondent submits that complainant is liable to pay to these Respondents balance consideration amount along with

interest on delayed payment.

- 31) With reference to para (t) the allegation therein are denied and the complainant is put to strict proof. No loss or injury of whatsoever nature will be caused to the complainant, if the reliefs are not granted to the complainant, on the contrary serious prejudice will be caused to the Respondents if the claim is granted.
- 32) With reference to para (w) the allegations therein are denied and the complainant is put to strict proof. These Respondents have not violated any of the provisions of the act or rules and regulations. The violation are done by the complainant it self by not making timely payments.
- 33) With reference to para 5 these Respondents deny each and every singular allegation therein. The complainant is not entitled to any relief of whatsoever nature.
- 34) In view of the above the present complaint be dismissed with exemplary costs.

Reply on behalf of Respondents No 2 &3

- 35) That as per the receipts relied upon by the complainant in the present complaint at 'Annexure II' clearly indicates that the Respondent No. 1 in her own name and on her own capacity as proprietor signed and issued various receipts for the amount received by her against flat No. 401, on 4th floor in Damoda Rukmabai Tower at Comba, Margao, Goa. Receipts issued by the Respondent No.1 as proprietor and without the capacity of any firm, therefore Respondent No.1 is solely responsible and liable towards the relief sought by the complainant in the present case. These Respondents was never aware and have no knowledge in respect of the

consideration amount of the agreement between the Respondent No. 1 and the complainant if any. That the public information officer of Goa Real Estate Regulatory authority, Panaji provided under RTI act 2005, the incomplete document of the only one page of the Ractification cum Ratifiacation Agreement dated 26/03/2014 which was produced by the Respondent No. 1 before the Goa Real Estate Regulatory authority, Panaji for the registration. As per the said document it was executed before notary Preeti Prabhu Agarsani Bhat at Margao , on dated 15/01/2018, The above said document was prepared falsely and with mala-fide intention in order to obtain registration of Respondent No.1 as a promoter/developer, therefore the Respondent No. 1 alone herself liable to the complainant for the entire consequences and misrepresenting herself to be developer based upon the false and fabricated document. The possibility Ractification cum Ratifiacation Agreement dated 26/03/2014 cannot be possible to be executed on dated 15/01/2018, therefore even RERA, Panaji, committed irregularities during registration of the present project and for that purpose the public information officer of Goa Real Estate Regulatory authority, Panaji, failed to provide the entire said document even on several RTI act 2005 application dated 06/10/2025, 15/09/2025/10/11/2025.

- 36) Without prejudice to the objection and the facts narrated above these Respondents denies all the singular averments in the complaint. Nothing stated in the complaint is admitted or be taken to be deemed to be admitted by these Respondents although the same may have escaped specific denial.

- 37) Without prejudice to the above, these Respondents now crave leave to para-wise denial with the contents of the complaint as under:
- 38) With reference to paras 1&2 these Respondents do admit the contents of the same and the complainant is put strict proof thereof. With reference to para 3 of the complaint the allegation therein are denied and the complainant is put to strict proof thereof.
- 39) With reference to para (a) is vehemently denied as these Respondent have no knowledge with respect to Respondent No. 1 who portrayed herself as developer. The public information officer of Goa Real Estate Regulatory authority, Panaji in reply to the RTI act 2005 application in its reply bearing No. 1/RERA/RTI(62)/2025/469 dated 05/11/2025 clearly mentioned at para 2 that 'With reference to the information sought at Sr. No. 2 it is informed that, the promoter has uploaded only one scanned page/document of Rectification cum Ratification of Agreement dated 26/03/2014 on the project webpage at the time of the registration of the project "Damodar Rukmabai Tower" The said scanned page/document has been already furnished to you vide reply letter dated 29/02/2025'. It is important point to note that the registration certificate of the project i.e. project registration No. PRG008180601 was issued on 03/08/2021, The public information officer of Goa Real Estate Regulatory authority, Panaji provided incomplete document that is only one page of the of the above said document which was produced by the Respondent No. 1, before the Goa Real Estate Regulatory authority, Panaji as

Ractification cum Ratification Agreement dated 26/03/2014 and as per the face of the document the said document was executed before notary Preeti Prabhu Agarsani Bhat at Margao, on dated 15/01/2018, The above said document was prepared falsely and with malafide intention in order to obtain the registrarion of the Respondent No.1 as a promoter/developer, therefore Respondent No. 1 alone herself liable to the complainant for the entire consequences and misrepresenting herself to be developer based upon the false and fabricated document. The possibility Ractification cum Ratification Agreement dated 26/03/2014 cannot be possible to be executed on dated 15/01/2018, and therefore even RERA, Panaji, committed irregularities during registration of the present project and for that purpose the public information officer of Goa Real Estate Regulatory authority, Panaji, failed to provide the entire said document even on several RTI act 2005 applications dated 06/10/2025, 15/09/2025/10/11/2025.

40) With reference to paras (b)(c)(d) are denied and complainant put street proof thereof. These Respondents further states that as per the information obtained under RTI Act 2005, Respondent No.1 by acting as a promoter obtained RERA registration No. PGR08180601 based upon the false and the fabricated documents and misrepresented herself as promoter/developer/vendor, hence alone Respondent No. 1 is entirely responsible and liable for the relief sought by the complainant before this authority in the present case.

41)With reference to para (e) of the complaint the contents there in are vehemently denied as these Respondents have no

knowledge of any such sale consideration amount which was paid to the Respondent No. 1. By the complainant. These Respondent further states that as per the receipts relied upon by the complainant in the complaint at 'Annexure II' clearly indicates that the Respondent No. 1 in her name as proprietor signed herself and issued various receipts to the complainant as the proprietor without any firm or without any ones behalf for the amount received by herself for flat No. 401, on 4th floor in Damoda Rukmabai Tower at Comba, Margao, Goa. Respondent No.1 is solely responsible and liable towards the relief sought by the complainant in the present case. These Respondent further states that they are not aware and have no knowledge in respect of the consideration amount of the agreement between the Respondent No. 1 and the complainant if any.

42) With reference to allegation in paras (f)(g)(h) these Respondents vehemently deny each and every allegation as these Respondents have no knowledge with respect to the transaction between the Respondent No.1 and the Complainant and therefore alone Respondent No.1 is responsible for the allegation laid by the complainant in the complaint.

43) With reference to the para (i) the allegation therein are denied and the complainant be put strict proof thereof. These Respondents submits that the legal notice issued by the lawyer of the complainant is defective and is issued without being disclosed about the complete facts.

44) With reference to paras (j)(k) the contents therein are denied as these Respondents have no knowledge regarding the reply

to the legal notice filed by the Respondent no.1.

- 45) With reference to para (l) of the complaint, these Respondents states that since the consideration amount was received by the Respondent no. 1 indually, the Respondent No. 1 shall entirely be responsible to comply the allegation made by the complainant in the complaint.
- 46) With reference to paras (m)(n) of the complaint the same are denied as these Respondent have no knowledge with respect to the transaction between the complainant and the Respondent No.1 with respect to consideration amount as alleged by the complainant in his complain paid to the Respondent No. 1.
- 47) With reference to paras (o)(p) of the complaint, these Respondents states that they have no knowledge that the Respondent No.1 has acted as developer/promoter/vendor in the present complaint and her attitude towards the complainant is inaction and callous manner.
- 48) With reference to paras (q) of the complaint it is submitted that this Hon'ble authority lacks jurisdiction to try and entertain the present complaint.
- 49) With reference to paras (r) of the complaint these Respondents sublits that that the present complaint is filed on an illusory cause of action and no cause of action ever arose in favour of the complainant to file the present case.
- 50) With reference to paras (s) the allegations therein are vehemently denied. The complainant are not entitled any relief from these Respondents from this hon'ble authority.
- 51) With reference to paras (t) the allegation therein are denied and the complainant are put street proof thereof. No loss or

injury of whatsoever nature will be caused to the complainant, if the relief are granted to the complainant, on the contrary serious prejudice will be caused to the these Respondents if the claim is granted.

- 52) With reference to paras (w) the allegations therein are denied and the complainant are put street proof thereof. These Respondents have not violated any of the provisions of the act or rules and regulations. The violations are done by the complainant as without the knowledge of these Respondents the complainant made payment on various occasion to the Respondent No. 1 on her own name as proprietor without any firm or anyone's behalf.
- 53) With reference to para 5 these Respondents deny each and every singular allegation therein. The complainant is not entitled any relief of whatever nature from these Respondents.

54) Brief Written Arguments on behalf of the Respondents

No. 2 & 3.

That the Respondents No. 2 and 3 along with other family members executed Power of Attorney in favour of the Respondent No. 8, and the same was executed before Notary J. V. Antao, South Goa, Margao, on dated 26/03/2015, Registration No. 695/15, in order to construct and sell shops, offices and flats as detail mentioned in the said Power of attorney from the proposed building to be constructed in property known as COMBA, situated at ward Comba of Margao, within the area of Margao Municipal Council, Taluka and Sub-District of South Goa, State of Goa, described in the Land Registration office of Salcete under

No. 17,758 of new series, enrolled in the Land Revenue office of Salcete under Matriz No. 259 and surveyed under Chalta No. 93 and 94 of P.T. sheet No.201 having an area of 520 square meters, and for the above purpose he was also authorized to sign and execute all agreements, sale Deed etc as mentioned in the said Power of Attorney, As Attorney holder. Respondent No. 8 was also authorized to receive the Consideration, advances, deposits and other amount in respect of such construction and sale of the premises as mentioned in the said power of attorney. (The copy of the said Power of Attorney is annexed herewith for the ready reference of this hon'ble authority and just and fair decision of the present matter).

- 55) That with respect to the receipts relied upon by the complainant in the present complaint at 'Annexure II' clearly indicates that the Respondent No. 1 in her own name and on her own capacity as proprietor signed and issued various receipts for the amount received by her against flat No. 401, on 4th floor in Damodar Rukmabai Tower at Comba, Margao, Goa. Receipts issued by the Respondent No.1 as proprietor and without the capacity of any firm, therefore Respondent No.1 is solely responsible and liable towards the relief sought by the complainant in the present case. These Respondents was never aware and have no knowledge in respect of the consideration amount of the agreement between the Respondent No. 1 and the complainant if any, and furthermore these Respondents never authorized to the Respondent No.1 to accept consideration amount or to deal with the complainant for the sale of the flat from the building

'Damoda Rukmabai Tower' to the complainant and also not authorized to sign the sale agreement in the capacity as Vendor, Developer or proprietor and for that purpose this point may be seriously considered in deciding the present complaint. That Respondent No. 1 failed to show any documents that are mandatory as required for the registration of Real Estate Project as per Chapter II, section 4(1)(A), these Respondents further states that that they had never authorized Respondent No. 1 to appear before RERA authority for the registration of 'Damodar Rukmabai Tower' and to represent as the Promoter.

56) That in any circumstance it was the duty of the complainant that before entering in to sale agreement or before making the consideration payment is to scrutinise the relevant project document and thereafter can only enter in to agreement. In the present complaint the entire consideration amount was made to the Respondent No. 1 by the complainant, as per the receipts relied upon by the complainant Respondent No. 1 individually received the amount from the complainant and for which Respondent No. 1 was never authorised by these Respondents, therefore the Respondent No. 1 is fully responsible for the relief sought by the complainant in the present Complainant ,

57) It is therefore prayed, that in the interest of justice the Complaint filed against these Respondents by the Complainant be dismissed and if any than the Respondent No. 1 be held fully responsible for alleged illegal activities for the relief sought in the complaint.

Reply on behalf of the legal heirs of the Respondents No

4 –Mrs Pranjali Lotlikar w/o Darshan Lotlikar

58) Respondents No 4 –Mrs Pranjali Lotlikar raised objection on maintainability of the present complaint, that are urged in the alternate and without prejudice to one another.

a) The Complaint under reply is frivolous, vexatious, meritless and is an abuse of process of court in as much as this Complaint is filed only to harass the co-owners of the immovable property in which the suit construction project is built.

b) The allegations and contentions in the complaint is primarily against the Developer who is the Respondent no. 1. The Complaint does not contain even a single allegation against the co-owners of the immovable property more particularly Pranjali Lotlikar and Darshan Lotlikar stating that the Respondent nos. 2 to 13 were responsible for delay in completion of project or similar allegations pertaining to the Building Project. For this reason also, the present complaint is liable to be dismissed against all the co-owners of the immovable property bearing Chalta No. 93 and 94 of PT Sheet No. 214 of City Survey Margao Goa.

59) There is no cause of action for the Complainant to sue the Respondent nos. 4 or Pranjali Lotlikar and Darshan Lotlikar in the present complaint. This is because the Respondent Pranjali Lotlikar and Darshan Lotlikar are not the promoters of the suit project. The complaint before the Authority is only maintainable against the promoter of the project and not the co-owners of the property. For this reason also, this Hon'ble Authority lacks jurisdiction to pass any order or directions against the Respondent Pranjali Lotlikar and

Darshan Lotlikar.

- 60) The legal heir of the Respondent nos. 4 – Pranjali Lotlikar states as under:

The Respondent Pranjali Lotlikar states that the legal heirs of the Respondent no. 4 – Pranjali Lotlikar and husband – Darshan Lotlikar are the co-owners of the immovable property bearing Chalta No 93 & 94 of PT Sheet No. 214 of City Survey Margao- Goa.

- 61) The Respondents – Pranjali Lotlikar and Darshan Lotlikar are not the promoters of the project – “Damodar Rukhmabai Towers”. The Respondent no. 1 is the promoter of the said Project. This Project is undertaken by the Respondent no. 1 in the immovable property bearing Chalta No. 93 and 94 of PT Sheet No. 214 of City Survey Margao Goa, with the consent of all the co-owners of the immovable property. The Deceased Respondent no. 4 during his lifetime had given “no objection” for undertaking the said in the said property.

- 62) This Respondent or the husband of the Respondent – Shri Darshan Lotlikar has made no representation to the Complainants with regards to the project – “Damodar Rukhmabai Towers to the Complainants. For this reason, the present complaint is liable to be dismissed against the Respondents – Mrs. Pranjali Lotlikar and Shri Darshan Lotlikar without prejudice dealt with the Complaint in parawise manner as under:

- 63) With reference to para (a) of the complaint, the contents thereof are true. It is true that the Respondent nos. 2 to 13 are the owners of the property on which the said building was to be constructed.

- 64) With reference to para (b) of the complaint, it is true that the Complainants executed an Agreement for Sale with Respondent nos. 2 to 13 as owners/ confirming parties of the property. At no point of time the Pranjali Lotlikar and Darshan Lotlikar have represented to the Complainants as the "builder/developer" of the Project.
- 65) With reference to para (c), para (d) and para (e) of the complaint, the contents thereof are matters of record and therefore no comments are offered thereon.
- 66) With reference to para (f) of the complaint, this Respondent does not admit that as per clause 6 of the Agreement the Respondent no. 1 was duty bound to give possession of the said flat to the Complainant on or within 12 months from the date of execution of the said agreement i.e. 01.12.2021.
- 67) With further reference to para (f) of the complaint, this Respondent does not admit that the Respondent no. 1 defaulted in giving possession of the said flat as per the agreement within the stipulated time of 12 months. This Respondent specifically deny that the complainants have paid consideration amounts as per the payment schedule in the agreement. This is because the Complainants themselves admit that some balance amount is not paid by the Complainants to the Respondent no. 1, which is stipulated in the agreement for the purpose of purchase of the flat.
- 68) The Respondent states that the Respondent no. 1 has rightly not handed over the possession of the flat because the Complainant failed to pay the total amount to the Respondent no. 1, as stipulated under the Agreement.

69) It is specifically denied that there is no clarity from the Respondents' side on the possession and execution of the sale deed. In this regard, it is stated that, the deceased Respondent no. 4 is a signatory to the Agreement was a co-owner as a necessary party to the Agreement. The Respondent no. 4 and his legal are not the developers of the Suit Project. Therefore, the Respondents Pranjali Lotlikar and Darshan Lotlikar cannot be made liable even assuming that there are defaults on part of the Respondent no. 1, in respect to the non -delivery and non-completion of the Suit Building.

70) With reference to para (g) of the complaint, it is denied that the Building remains incomplete and significant work pending in the common areas particularly the entrance. This Respondent does not admit that the work within their flat had not been completed as stipulated in the Agreement. This Respondent does not admit that despite repeatedly following up with the Respondent no. 1 to complete the outstanding work on both the flat and the building common areas or that the complainants have faced continues delays. The Respondents – Pranjali Lotlikar and Darshan Lotlikar did not admit that the Respondent's own failure to complete the project on time is a reason for delayed occupancy certificate. The Respondents – Pranjali Lotlikar and Darshan Lotlikar did not admit that the complainants attempted to ascertain a specific date for the execution of the Sale Deed and handover of possession, Respondent no. 1 provided an uncertain and evasive response, citing the absence of once of the co-owners, as the cause for the delay. 

In this regard, it is stated that the deceased Respondent no. 4 is also allotted flats in the said building. The allotted flats are complete and are ready for occupation.

- 71) With reference to para (h) of the complaint, it is specifically denied that the Respondents have also not handed over copies of the title deeds in respect of the ownership of the said land on which the construction is being made, as well as the development Agreement signed between the Respondent no. 1 being the Developer and other Respondents being the owners. In this regard, it is stated that it is the duty of the Builder/Developer to hand over the Agreement for Sale and not the Respondents — Pranjali Lotlikar and Darshan Lotlikar. These Respondents are only necessary parties to the Agreement being the co-owners.
- 72) With reference to para (i) of the complaint, it is denied that there is any inaction more particularly on part of Respondent nos. 2 to 13 in handing over the possession of the said flat and towards the execution of the Sale Deed for the same. In this regard, it is stated that it is the duty of the Respondent no. 1 (Developer) to hand over the possession of the flat to the Complainants.
- 73) With reference to para (j & k) of the complaint, this Respondent does not offer any comments. With reference to para (j & k) of the complaint, this Respondent does not offer any comments. However, it is stated that this Respondent and the husband of the Respondent are ready and willing to offer all and necessary co-operation to the Complainants and the Respondent no. 1 in the execution of the Sale Deed.



- 74) With reference to para (l) of the complaint, it is specifically denied that the Respondents including this Respondent have miserably failed to execute their part of the Contract by failing to hand over the possession of the said apartment to the Complainants as well as failing to execute the Sale Deed.
- 75) With reference to para (m) of the complaint, it is denied that in spite of providing so many opportunities and time to the Respondents, the Respondents have failed to transfer the possession of the said flat to the Complainants nor taken any concrete steps for execution of the Sale Deed. It is denied that this Respondent has taken substantial sum as an advance towards the sale consideration and enjoyed the said monies without fulfilling their part of the contract.
- 76) With reference to para (n and o) of the complaint, it is denied that the Respondents have violated the terms of the said Agreement, thereby leaving no option for the Complainants but to file this complaint. It is stated that the Respondents – Pranjali Lotlikar and Darshan Lotlikar are not the necessary or proper parties to the present proceedings. Therefore, these Respondents are impleaded in the present case only to harass these Respondents.
- 77) With reference to para (p) of the complaint, it is denied that the Respondents have purposefully neglected and failed to do so. In this regard, it is stated that the Respondents – Pranjali Lotlikar and Darshan Lotlikar are the legal heirs are co-owners of the immovable property in which the project is standing. Therefore, these Respondents are not connected with the Complainants in any manner in respect to the completion of project.



78) With reference to para (q and r) of the complaint, it is stated that this Hon'ble Authority has no jurisdiction to pass any order or directions against the Respondent no. 2 to 13 or their legal heirs as these Respondents are not the promoters of the project.

79) With reference to para (s) of the complaint, it is denied that the Complainants are entitled for any interim relief.

80) With reference to para (t) of the complaint, it is denied that the Complainants will suffer grave and irreparable loss and injury to their rights if the reliefs prayed for in this Complaint are not granted.

81) With reference to para (w) of the complaint, the contents thereof are true and correct. However, it is stated that the present complaint is not maintainable against the co-owners of the property in which the building is standing. Therefore, there is no cause of action to sue the Respondent or their legal heirs including the Respondents – Pranjali Lotlikar and Darshan Lotlikar before this Hon'ble Authority. For this reason alone, the present complaint is liable to be dismissed against these Respondents.

82) For the above reasons, the Complainants are not entitled for any reliefs against the Respondents – Pranjali Lotlikar and Darshan Lotlikar and other co-owners.

83) Therefore present complaint is not maintainable and is liable to be dismissed.

Additional Written Arguments on behalf of Respondent

No. 2 & 3

84) That it is the case of the Respondent No. 2 and 3 that the Respondent No.1 has based on false and fabricated

documents, misrepresented as a promoter of the subject project i.e. project bearing RERA registration no. PGR08180601.

- 85) That the Respondent No. 2 and 3 states that they have on multiple occasions, called upon Respondent No. 1 to produce and furnish copies of the relevant documents supporting her claim as promoter of the project and showing her developmental rights in the project land during the previous hearings before this Hon'ble Authority, however, despite such repeated requests, Respondent No. 1 has failed and neglected to produce the same.
- 86) That in order to ascertain the documents forming the basis of the project registration granted by this Hon'ble Authority to the Respondent No.1, an application was made by the son of Respondent No.2 and 3 under the Right to Information Act, 2005. In response thereto, the Public Information Officer of Goa RERA vide its reply dated 05/11/2025 has categorically informed that, at the time of registration of the said project, Respondent No. 1 had uploaded only one scanned page of a document titled "Rectification-cum-Ratification to Agreement dated 26/03/2014". Upon perusal of the said document, as furnished, it can be seen that it is merely a title page devoid of any substantive terms, clauses, or material particulars, and does not disclose any rights, obligations, or authority in favour of Respondent No. 1. It is therefore evident that neither the alleged principal Agreement dated 26/03/2014 nor the alleged Rectification-cum-Ratification to Agreement dated 26/03/2014 is part of the record of this Hon'ble Authority. A copy of the said

reply dated 05/11/2025 the Public Information Officer of Goa RERA and the document furnished thereunder is already submitted as annexure to the Reply dated 17/11/2025 filed by the Respondent No. 2 and 3 to the main complaint.

87) That it is respectfully submitted that a promoter seeking registration of a project is required to disclose his legal title to the land or in the alternative, his legal right to develop the same through a valid and enforceable agreement with the landowners. In the cases where the promoter is not the sole owner of the project land, the existence of such development agreement or similar instrument constitutes the very foundation of the promoter's locus to undertake the project, enter into agreements with allottees, and assume obligations under the Act. In the absence of such agreement being available on record, the basis of the promoter's authority is questionable.

88) That in the case at hand, there is no document on record establishing Respondent No.1's right to develop the land and despite of this, the project had been registered by this Hon'ble Authority.

89) It is humbly submitted that the complete documents have not been disclosed by Respondent No.1 deliberately, inasmuch as the said documents may contain provisions which materially affect, limit, or otherwise condition the authority claimed by Respondent No. 1

90) That the said documents are vital for enabling this Hon'ble Authority to determine the legality and validity of the promoter's claim to the project and the extent of rights, if any, vested in Respondent No. 1. It is further submitted that

non-production of these documents would defeat the objectives of transparency, disclosure, and accountability underlying the Real Estate (Regulation and Development) Act, 2016 and would prejudice not only Respondent No. 2 and 3 but also all other stakeholders, including prospective and existing allottees.

91) It is respectfully submitted that the documents sought are in the exclusive possession and control of Respondent No. 1 and are essential for a complete and effective adjudication of the present proceedings. In the event Respondent No. 1 fails to produce the said documents despite directions of this Hon'ble Authority, it is submitted that an appropriate adverse inference may be drawn against Respondent No. 1, including as regards the existence, validity, and enforceability of any alleged rights claimed by it in respect of the project.

92) In view of the aforesaid facts and circumstances, it is most respectfully prayed that this Hon'ble Authority may be pleased to:

- a) Direct Respondent No. 1 to produce on record original and/or true copies of Agreement dated 26/03/2014 and Rectification-cum-Ratification to Agreement dated 26/03/2014 and to furnish copies thereof to all parties to the present proceedings;
- b) Pass such further orders and directions as this Hon'ble Authority may deem fit in the facts and circumstances of the case.

**BRIEF SYNOPSIS OF RESPONDENT NOS. 1, 8, 9, 12
& 13, 4A, & 4B 5A & 5B**



93) The Respondent Nos. 1, 8, 9, 12, 13, 4A & 4B by way of written synopsis submits as under :-

The present complaint is filed before this forum seeking to

- (a) Direct the Respondents to execute Deed of Sale and handover possession of the flat to the complainant;
- (b) Direct the Respondents to handover possession of the flat prior to execution of Deed of Sale and handover copies of all the title documents;
- (c) Direct the Respondents to pay interest in terms of section 18 of the act for breach of contract;
- (d) Direct the Respondents to pay sum of Rs. 10,00,000/- as damages for stress and mental trauma;
- (e) Direct the Respondent to pay legal costs.

94) The dispute in the present matter revolves around the Agreement dated 1 December 2020 executed between the complainant and the Respondents, registered in the office of the Sub-Registrar at Margao. For the sake of ready assistance for this authority the relevant clauses of the said agreement are reproduced herein :-

- a) Agreement for Sale of flat no. 401, situated on the 4th floor of the building having an area of 96 sq. mtrs.
- b) The consideration amount was fixed at Rs. 49,00,000/-.
- c) Mode of making payment is specified in schedule III (Page 19 of the agreement). (Also see para 5 and 6 of reply)
- d) If the allottee failed to make timely payments she was liable to pay interest on all delayed payments which becomes due and payable. (See clause 4.1 of the agreement).

- e) Developer was required to give possession of the said flat within 12 months from the date of execution of the said agreement, however the developer was entitled to reasonable extension. (See clause 6 of the agreement).
- f) If the developer did not give possession within this time the allottee was entitled to ask for refund of the entire amount with interest. (See clause 6 of the agreement).
- g) Upon completion of the building the allottee is required to join as member of the society or association or a limited company, so formed along with other allottees. (See clause 9 of the agreement).

95) These Respondents submit that the building and all the flats are fully ready and occupied by their respective allottees. The complainant has already kept its material like, furniture and utensils in the said flat way back in 2024 and has taken symbolic possession of the flat. The complainant is admittedly yet to pay an amount of Rs. 5,50,000/-, to the Developer.

96) These Respondents submit that the instant complaint is liable to be dismissed for the following reasons :-(1) The primary relief which the complainant seeks is direction to the Respondents to execute of deed of sale with complainant (see prayer a & b). These Respondents submit that the agreement executed between the complainant and the Respondents is for handing over possession of the flat 401 to the complainant upon its completion. Thereafter as per clause 9 of the agreement the complainant is required to become member of the society or association or a limited company, so formed, along with other allottees. No clause in

the agreement requires the Respondents to execute sale deeds with complainant. These Respondents submits that when there is a written agreement between the complainant and the Respondents this Hon'ble Forum will have to simply apply the terms and conditions of that agreement as agreed between the parties. In absence of any clause to execute sale deed with the complainant this Hon'ble authority now, cannot rewrite new terms of agreement and direct these Respondents to execute sale deed with complainant. These Respondents heavily rely on 2 judgments passed by the Hon'ble Supreme Court as quoted herein below :-

Shree Ambica Medical Stores & Ors. Vs. The Surat People's Co-Operative Bank Limited & Ors. [2020 (0) AIR (SC) 803]"..... In*interpreting documents relating to a contract of insurance, the duty of the court is to interpret the words in which the contract is expressed by the parties, because it is not for the court to make a new contract, however reasonable, if the parties have not made it themselves.*

The court through its interpretative process cannot rewrite or create new contract between the parties. The court has to simply apply the terms and conditions of the agreement as agreed between the parties.

"Venkataraman Krishnamurthy & another Vs. Lodha Crown Buildmart Pvt Ltd. [2024 (0) AIR (SC) 1218]

"Once parties committed themselves to a written contract, whereby they reduced terms and conditions agreed upon by them to writing, same would be binding upon them – In the event such a written contract provided for consequences that

are to follow in the event of breach of conditions by one or other of the parties thereto, such consequences must necessarily follow and if resisted, they would be legally enforceable – NCDRC cannot rewrite terms and conditions of contract between parties and apply its own subjective criteria to determine course of action to be adopted by either of them."

Copies of the above judgments are already submitted to this Hon'ble Forum. These Respondents submit that above principal laid down by the Hon'ble apex Court are apt to the facts and circumstances of the present case and therefore in absence of any clause requiring the Respondents to execute sale deed with complainant, relief of execution of sale deed cannot be granted. As such prayer clause a & b, seeking a direction to execute sale deed, is liable to be rejected.

- 97) As far as the other reliefs are concerned the same are for taking possession of the flat and for monetary compensation towards delay in possession and costs for damages and mental stress. As submitted above the entire building and all the flats are fully ready and are also occupied by their respective allottees. The house tax and the electricity registration is already transferred in the name of the complainant and the same are being paid by the complainant (copies of house tax receipt and electricity bill issued for the flat is already placed on record). The complainant has already shifted its furniture and other materials and taken symbolic possession of the flat. Further in para 7, 8, 18, 19, 24 and 25 these Respondents have called for the complainant to take possession of the flat, however, for reasons best

known to the complainant they are delaying in taking over possession of the flat. Therefore these Respondents cannot be held liable to pay any interest or compensation when the complainant themselves are delaying in taking possession of the flat. Further the complainant has suppressed from this forum that they have not paid the installments as per the schedule of the agreement and that further an amount of Rs. 5,50,000/- still remains unpaid. Therefore when the complainant herself has violated the terms of the agreement she cannot demand equity for this Hon'ble forum. The complainant has not made out any case of granting compensation or damages to be awarded in the present matter, as such this Hon'ble forum ought to reject prayers c, d and e.

98) Without prejudice to the rights, contentions and remedies of these Respondents and in the alternate to the above, these Respondents are today submitting a draft copy of the Deed of Sale to be executed with the complainant.

In view of above the present complaint be dismissed with costs.

**APPLICATION SEEKING LEAVE TO FILE
ADDITIONAL REPLY FILED BY RESPONDENT No.
2 & 3.**

99) The Respondent No. 2 and 3 have already placed on record their reply and written submissions. However, the Respondent No. 2 and 3 have throughout contended that Respondent No. 1 had failed to disclose and produce the Agreement dated 26/03/2014 and the Rectification cum Ratification to Agreement dated 26/03/2014, which were

foundational documents forming the basis of the Respondent No. 1's alleged authority and the registration of the project.

100) That the Respondent No. 2 and 3 had repeatedly called upon Respondent No. 1 to produce the said documents, however Respondent No.1 failed to produce the said documents. Since the same were not forthcoming, Respondent No. 2 and 3 raised the issue before this Hon'ble Authority by way of additional written submissions. Pursuant thereto, and only thereafter, Respondent No. 1 has now furnished copies of the following documents to Respondent No. 2 on 11/04/2026:

- a. Agreement dated 26/03/2014 executed before notary Shri. J.V.Antao, registration no. 694/2015, between Shankar Damodar Lotlikar & Others;
- b. Rectification cum Ratification to Agreement dated 26/03/2014, which is dated 29/01/2018 executed before notary Smt. Preeti Prabhu Agarsani-Bhat, registration no. 159/2018, between Gurudas Lotlikar & Ors. and Ramrao Damodar Lotlikar;
- c. Rectification cum Ratification to Agreement dated 26/03/2014, which is dated 15/01/2018, executed before notary Preeti Prabhu Agarsani-Bhat, between Shankar Damodar Lotlikar & Ors and Priyanka Lotlikar.

101) That the aforesaid documents were at all times in the exclusive possession and control of Respondent No. 1 and could not have been dealt with earlier by Respondent No. 2 and 3.

102) It is submitted that upon perusal of the aforesaid documents, several aspects arise therefrom which are

material and necessary for proper adjudication of the present complaint, particularly with regard to the nature and extent of authority claimed by Respondent No. 1, the rights and obligations of the co-owners, the legality and validity of the Respondent No. 1's claim in respect of the project and the obligations, if any, that may be enforceable against Respondent No. 2 and 3.

103) Therefore, in view of the above, the Respondent No. 2 and 3, seeks leave of this Hon'ble Authority to place on record an Additional Reply dealing with the contents and implications of the aforesaid documents furnished by Respondent No. 1.

104) It is submitted that no prejudice would be caused to the Applicant or other Respondents, if such leave is granted, since the documents in question are material to the dispute in question. On the other hand, grave prejudice would be caused to Respondent No. 2 and 3 if an opportunity to deal with documents which were disclosed by Respondent No.1 only at a belated stage, is not granted.

105) The present application is being made in the interest of justice and for complete and effective adjudication of the present complaint.

106) In view of the aforesaid facts and circumstances, it is most respectfully prayed that this Hon'ble Authority may be pleased to grant leave to Respondent No. 2 and 3 to file Additional Reply.

107) Matter was argued on 13/03/2026, 23/03/2026, 02/04/2026. All parties present agreed to attempt a mutual settlement. However the same was not reported.

Additional Reply on behalf of Respondent No. 2 and 3

The Respondents submitted that:-

- 108) At the outset, Respondent No. 2 and 3 submits that the present Additional Reply is being filed pursuant to liberty granted by this Hon'ble Authority after the foundational documents, namely the Agreement dated 26/03/2014 and subsequent Rectification-cum-Ratification Agreements dated 15/01/2018 and 29/01/2018 were belatedly furnished by Respondent No.
- 109) It is humbly submitted that only a short period of approximately four days has been granted by this Hon'ble Authority to file the present reply. Accordingly, answering Respondents crave leave to raise additional submissions, if necessary, upon fuller examination of the said documents and connected records. It is submitted that the property forming the subject matter of the present proceedings is a family property originally belonging to late Damodar Pandurang Xete Lotlikar, which devolved upon answering Respondents and other family members as co-owners.
- 110) It is submitted that the co-owners had collectively decided to develop the said family property by constructing a multi-storeyed building thereon, with an understanding that one flat each would be reserved for the co-owners and the remaining premises would be sold and the amounts received from such sales would be adjusted against the costs and expenses incurred for construction of the building, including the six reserved flats for co-owners. It was further agreed that in the event any surplus amount remained after adjustment of expenses, the same would be

equally shared amongst the parties and in case of any deficit or shortage, the parties would contribute equally. However, despite sale of multiple units and receipt of substantial monies from prospective purchasers, Respondent No. 1 has till date failed and neglected to furnish any audited statement of accounts, profit and loss statement, utilization statement or proper financial disclosures to answering Respondents and other co-owners. Respondent No. 1 has completely withheld the financial affairs of the project from the co-owners and has acted in a non-transparent and arbitrary manner. Therefore, it is submitted that the Respondent No. 1 has committed serious financial irregularities and financial fraud upon the co-owners by misusing the trust reposed in her.

111) It is further submitted that under the original Agreement dated 26/03/2014, answering Respondents were allotted a Penthouse No. 701 situated on the seventh and eighth floors of the proposed building, having a super built-up area of 165 sq. mts., together with reserved car parking. However, under the subsequent Rectification-cum-Ratification Agreement dated 15/01/2018, the allotment in favour of answering Respondents was altered and substituted by allotment of Flat No. 101 situated on the first floor, having a super built-up area of 96.68 sq. mts., together with reserved parking. It was further agreed that since there was a difference in the area of the premises allotted, answering Respondents would be compensated by payment of an amount of ₹4,00,000/- towards such differential area.

112) It is submitted that no such compensation has ever been

paid to answering Respondents by Respondent No.1. More importantly, Respondent No. 1 has, without the knowledge, consent or authority of answering Respondents, purportedly sold Flat No. 101 to a third party and possession thereof has already been handed over. Thus, Respondent No. 1 has deprived answering Respondents even of the substituted allotment agreed under the rectification agreement and has acted in complete breach of trust and contract.

113) It is further submitted that the Respondent No. 1 has carried out various constructions and alterations in deviation of approved plans and in violation of applicable Fire NOC conditions. Certain portions of the building have been illegally and unilaterally constructed by Respondent No. 1 without taking the co-owners into confidence or obtaining their consent. Answering Respondents and the other co-owners cannot be held responsible or liable for such unauthorized acts, deviations, violations or consequences arising therefrom, for which Respondent No.1 solely shall be liable and accountable. Answering Respondents reserve the right to address this issue of illegalities and irregularities with appropriate authorities.

114) It is submitted that the documents now furnished clearly establish that the said documents were foundational and material documents directly affecting the rights of the co-owners, the authority of the developer and the structure of the project itself. However, the registration and approvals under the Real Estate (Regulation and Development) Act, 2016 were obtained without placing complete and proper documents before this Hon'ble Authority.

115) Therefore, it is humbly submitted that the Respondent No. 1 has not only committed financial fraud upon the co-owners by withholding accounts, diverting and appropriating project monies and alienating reserved premises without authority, but has also caused serious prejudice to innocent purchasers by entering into transactions despite unresolved disputes and obligations towards the co-owners.

116) That Respondent No. 1 is first required to fully settle and account with the co-owners before seeking to execute or enforce sale deeds in favour of third-party purchasers.

117) Without prejudice to the aforesaid and solely with a view to safeguard the interests of the Petitioner, the answering Respondents state that they have no objection if the possession and rights of the Petitioner are protected in accordance with law. However, any balance consideration amount payable by the Petitioner ought not to be released to Respondent No. 1 until Respondent No. 1 renders complete accounts, settles the claims of the co-owners and clears the disputes arising from the aforesaid acts and irregularities. The answering Respondents reserve their rights and remedies to initiate appropriate civil, criminal, regulatory, and other proceedings against Respondent No. 1.

118) In view of the aforesaid facts and circumstances, it is most respectfully prayed that this Hon'ble Authority may be pleased to:

- a. Direct Respondent No.1 to fully settle and account with the co-owners before seeking to execute or enforce sale deeds in favour of third-party purchasers.
- b. Direct that any balance consideration amount payable by

the Petitioner not to be released to Respondent No. 1 until Respondent No. 1 settles and accounts for the claims and entitlements of the co-owners arising from the project;

- c. In the interim, pass appropriate orders for handing over possession of the subject flat to the Petitioner in accordance with law.

**REPLY IN REJOINDER OF RESPONDENT NOS.
1,8,9,12 & 13 TO THE ADDITIONAL REPLY DATED
08.05.2026 FILED BY RESPONDENT NOS. 2 & 3**

- 119) The Respondent Nos. 1, 8, 9 12 & 13, 4,5 (a, b), 11(a, b) submitted as under :-

These Respondents by way of present reply are answering only the allegations set out by the Respondents 2 & 3 in their additional reply dated 08.05.2026 (herein after referred to as the "said reply".)

- 120) These Respondents specifically deny each and every singular allegations made by the Respondent Nos. 2 & 3 in their reply dated 08.05.2026. Nothing stated in the reply is admitted or be taken to be deemed to be admitted by these Respondents although the same may have escaped specific denial.

- 121) Before proceeding with the allegations in the said reply these Respondents have the following preliminary objections :-

- a) Respondents 2 & 3 cannot have independent claims in these proceedings and the matter has to be restricted to the claims/prayers sought by the complainant;
- b) The Respondents 2 & 3 allege fraud by these Respondents which this authority has no jurisdiction to decide;



- c) The Respondents 2 & 3 had made a statement before this authority that they are willing to cooperate in signing of sale deed with the complainant, if notarized true copies of the Agreements and rectification deeds to which Respondents 2 & 3 are also parties are handed over to them. Despite handing over the said documents to the Respondents 2 & 3, they are backing out from signing of the sale deed with the complainant, It is therefore prayed that appropriate directions be issued to Respondents 2 & 3 to sign and execute sale deed the complainant;
- d) The Respondents 2 & 3 have made false allegations in its reply which are factually in correct. These Respondents wish to cross examine the Respondents 2 & 3 on these aspects. True facts will come before this authority only when the statements made by the Respondents 2 & 3 are tested by cross examination of Respondents 2 & 3;
- 122) These Respondents dealt with the allegations in para wise manner made by Respondents 2 & 3 in their reply;
- 123) With reference to para 1 of the said reply these Respondent submit that no liberty was ever granted to the Respondents 2& 3 by this authority to file additional reply. The Respondents 2 & 3 have already filed its reply dated 11.2025 and this authority should not entertain filing of any further replies by Respondent 2 & 3. The Respondents 2& 3 cannot raise separate claims in a complaint filed by the complainant.
- 124) With reference to para 2, the contents therein do not concern this dispute and as such these Respondents do not wish to offer any comment.

125) With reference to para 3 of the said reply these Respondents deny each any every singular allegations therein and the Respondents 2 & 3 are put to strict proof thereof. These Respondents vehemently deny that despite sale of multiple units and receipt of substantial monies from the prospective purchasers, Respondent No. 1 has till date failed and neglected to furnish any audited statement or proper financial disclosure to these Respondents and other co- owners. It is submitted the Respondents 2 & 3 are not authorized to make statements on behalf of other Respondents. It is further denied that the Respondent No. 1 has completely withheld the financial affairs of the project from the co-owners and has acted in a non-transparent and arbitrary manner. It is further denied that Respondent No. 1 has committed serious financial irregularities and financial fraud upon the co-owners by misusing the trust reposed in her. It is not understood as to how the Respondents 2 & 3 came to conclusion that Respondent No. 1 has committed financial fraud if Respondents 2 & 3 allege that Respondent No. 1 failed and neglected to furnish any audited statement or proper financial disclosure to these Respondents. These Respondents submit that as required under the law, the income and expenditure statements regularly prepared by the auditors appointed by the of the Respondent No. 1 and the same were filed timely with this authority. The same were made available to these Respondents also. These Respondents further submit that joint meetings were held in the office of the Respondent No. 1 with all the owners



of the landed property and the progress about the project and the financial aspects were discussed. At no point of time the Respondents 2 & 3 pointed out any irregularities in the account. At any rate fraud has to be pleaded by giving complete particulars as provided under the law and as such this authority should not waste its precious time in deciding such un-founded baseless allegations. With reference to contents that one flat each will be allotted to the co-owners the same is correct and the Respondent No.1 has already handed over the possession to the other co-owners.

- 126) With reference to para 4 these Respondents submit that the under the Agreement dated 26.03.2014, the Respondents 2 & 3 were allotted a penthouse on the 7 and 8 floor of the building. Subsequently the Respondents 2 & 3 requested the Respondent No 1 and other co-owners that they be allotted a flat on the 1 floor of the building and in the rectification agreement it was mentioned that flat no 101 will be allotted to the Respondent 2 & 3. However, subsequently on an oral understanding between the Respondent No. 1 and other co- owners, the Respondent No. 2 & 3 requested that they be allotted the same penthouse as was initially agreed under the Agreement dated 26.03.2014. Accordingly the penthouse on the 7 and 8 floor of the building is kept for Respondents 2 & 3. As regards the compensation issue, the same cannot be considered now as it was payable only in case there was difference in area. As the Respondents 2 & 3 are not getting the same penthouse which was they themselves

requested for they are not entitled for any compensation.

- 127) With reference to para 5 the allegations there are denied. As submitted subsequent to the rectification agreement dated 15.01.2018, while the construction of the building was under progress, the Respondents 2 & 3 themselves requested that they be allotted the same penthouse as initially agreed under the original agreement. The Respondent No. 1 did not demand the said change in writing out of respect towards her uncle. The Respondents 2 & 3 have thereafter demanded modifications in the flat which the Respondent No. 1 has made as per their demands. The Respondents 2 & 3 are misguiding this authority by putting up a false case. The Respondents 2 & 3 are digressing from the main issue for which the present proceedings are instituted by the complainant. The flat no. 101 was sold to third party with the full knowledge and consent of Respondents 2 & 3.

- 128) With reference to para 6 these Respondents deny each and every singular allegation therein and the Respondents 2 & 3 are put to strict proof thereof.

It is denied that the Respondent No. 1 has carried out various construction and alteration in deviation of the approved plans and in violation of applicable fire NOC conditions. It is denied that portions of the building have been illegally and unilaterally constructed by the Respondent 1 without taking the co-owners into confidence or obtaining their consent. These Respondents submit that the allegations in para 6 of the said reply are figments of imagination of Respondents 2 & 3. If there

was any semblance of truth in these allegations the same would have come on record in the initial reply filed by Respondents 2 & 3. The Respondents 2 & 3 making these allegations now clearly establishes that the same is an afterthought. The falsity of these allegations are also exposed considering that authorities have given completion and occupancy certificate after conducting regular inspections. If there were any deviations or alterations the authorities would not have issued necessary documents.

129) With reference to para 7 the allegations there in are denied.

It is denied that the registration and approvals under the Real Estate (Regulation and Development) Act 2016 were obtained without placing complete and proper documents before this Hon'ble Authority.

130) With reference to para 8 and 9 the allegations therein are denied into and the Respondents 2 & 3 are put to strict proof thereof. It is denied that Respondent No. 1 has not only committed financial fraud upon the co-owners by withholding accounts, diverting and appropriating project monies and alienating reserved premises without authority, but also caused serious prejudice to innocent purchasers by entering into transections despite unresolved disputes and obligations towards the co-owners. These Respondents submit that the Respondents 2 & 3 are only trying to sensationalize the issue by pleading fraud. Fraud has to be pleaded by giving complete particulars. Mere statement of mouth cannot be accepted by this authority. These Respondents submit that all the

rest of the co-owners are ready and willing to co-operate with signing and execution of sale deed with the complainant, however only purchasers by not co-operating with signing and execution of sale deed with the complainant. The disputes with Respondents 2 & 3 with the Respondent No. 1 is completely separate and independent aspect apart from that of complainant's case. The Respondents 2 & 3 a mixing up issues to suit itself. It is not understood as to what relation of the alleged settlement of accounts with the co-owners have with that of complainant's case in hand which is for execution of sale deed.

131) With reference to para 10 these Respondents submit that the Respondents 2 & 3 are the only on who are not co-operating in executing deeds with the complainant. All the rest of the co-owners are willing to amicably settle the matter with the complainant however Respondents 2 & 3 are creating problems in the said settlement. The Respondent No. 1 has already discharged its obligations under the Agreement dated 26.03.2014 and the subsequent rectification agreements and no further obligation remain from the Respondent 1 towards any co-owners. The Respondent No. 1 has already handed over the respective flats to the co-owners as required under the agreements. As the Respondents 2 & 3 has already stated in para 10 that they are in the process of initiating appropriate proceedings against the Respondent 1 to avail their remedies before the civil and criminal courts, this Hon'ble Authority need not dwell into the issues of alleged fraud

and un-settled accounts. The same will be decided by the appropriate courts as and when approached by Respondents 2 & 3.

- 132) With reference to para 11 it is submitted that the Respondents 2 & 3 cannot have separate relief against the Respondent 1 in a complaint filed by the purchaser and therefore such prayer ought not to be granted.
- 133) In view of the above the additional reply dated 8.05.2026 filed by the Respondents 2 & 3 be discarded and appropriate direction be issued to the Respondents 2 & 3 to co-operate with the other co-owners and the complainant in signing and execution of the deed of sale in favor of the complainant.

Reply to rejoinder of Respondent No. 1, 8, 9, 12 & 13 dated 18/05/2026 by Respondent 2 and Respondent 3.

- 134) At the outset, Respondent No. 2 and 3 deny the false, misleading, and self-serving statements made by Respondent No. 1 in the Reply in Rejoinder except those specifically admitted herein.
- 135) It is humbly submitted that the preliminary objections raised by Respondent No. 1 are wholly misconceived, untenable and liable to be rejected. The Respondent No. 2 and 3 are not seeking adjudication of any independent or unrelated dispute in the present proceedings but are only placing before this Hon'ble Authority the conduct of Respondent No. 1 and the manner in which the project has been implemented, managed and dealt with by Respondent No. 1, which has a direct bearing on the subject matter of the present complaint and the



enforceability of transactions undertaken by Respondent No.1.

- 136) It is further submitted that the true copies of the Agreement dated 26/03/2014 and subsequent Rectification-cum-Ratification Agreements dated 15/01/2018 and 29/01/2018 were furnished to Respondent No. 2 and 3, as also were for the first time placed on record before this Hon'ble Authority, only at a belated stage of the proceedings on 11/04/2026 and pursuant thereto the details and material particulars contained therein came to light for the first time, which compelled the Respondent No. 2 and 3 to place the same before this Hon'ble Authority by way of Additional Reply dated 08/05/2026, which was filed with the permission of this Hon'ble Authority. The issues raised therein are therefore directly arising from the documents belatedly produced by Respondent No. 1 herself and cannot be termed as separate or independent disputes.
- 137) The present proceedings arise out of transactions undertaken by Respondent No. 1 in her capacity as promoter. Therefore, the manner in which Respondent No. 1 has exercised such authority, dealt with co-owner allocations, entered into third-party transactions, handled project funds, and obtained approvals is directly relevant for complete and proper adjudication of the present complaint.
- 138) The contention of Respondent No. 1 that the Respondent No. 2 and 3 are "backing out" from execution of sale deed is false and misleading. The Respondent No. 2 and 3 have

already clearly stated, without prejudice, that they have no objection if possession and rights of the Applicant/Purchaser are protected in accordance with law.

- 139) The contention of Respondent No. 1 that audited accounts and financial disclosures were regularly furnished to Respondent No. 2 and 3 is specifically denied. It is further denied that any joint meetings were held in the office of Respondent No.1 with all owners of the landed property and that the progress about the project and the financial aspects were discussed. It is reiterated that no audited project wise statements of accounts or profit and loss statements have ever been furnished to the Respondent No. 2 and 3.
- 140) In the Reply in Rejoinder filed by Respondent No.1, the Respondent No.1 admits that under the original Agreement dated 26/03/2014, the Respondent No. 2 and 3 were allotted Penthouse No. 701 situated on the seventh and eighth floors of the proposed building. It is also admitted by the Respondent No.1 that under the subsequent Rectification-cum-Ratification Agreement dated 15/01/2018, the allotment was altered and substituted by allotment of Flat No. 101 in favour of Respondent No. 2 and 3.
- 141) That the Respondent No. 1 has also admitted that Flat No.101 is sold to a third party. The Respondent No. 2 and 3 vehemently deny that such sale was effected with their knowledge, consent, or authority. Respondent No. 1, without informing the Respondent No. 2 and 3 and while keeping them completely in the dark, has unauthorisedly

sold Flat No. 101 to a third party. Respondent No. 1 is therefore put to strict proof of the alleged knowledge and consent of Respondent Nos. 2 and 3 in respect of the said transaction.

142) Further, the contention of Respondent No. 1 that the Penthouse on the seventh and eighth floors is kept for the Respondent No. 2 and 3 is false and misleading. Till date, possession of the said Penthouse has not been handed over to the Respondent No. 2 and 3 nor has any document evidencing restoration of such allotment been executed. If Respondent No. 1 genuinely contends that the Penthouse on the seventh and eighth floors continues to belong to the Respondent No. 2 and 3, then Respondent No. 1 ought to forthwith hand over vacant and peaceful possession of the said Penthouse together with all appurtenant rights and parking spaces to the Respondent No. 2 and 3.

143) It is humbly submitted that the Respondent No. 1 cannot simultaneously alter the allotment under a written Rectification Agreement, thereafter unilaterally sell Flat No. 101 allotted to Respondent No. 2 and 3 in favour of a third party, continue to retain possession and control over the Penthouse that is supposedly reserved for Respondent No. 2 and 3 and thereafter seek to rely upon an unsubstantiated alleged oral understanding to defeat the rights of Respondent No. 2 and 3. The conduct of Respondent No.1 therefore shows the arbitrary, non-transparent and dishonest manner in which the project has been dealt with by Respondent No. 1.

144) The Respondent No. 2 and 3 reiterate that Respondent No.

1 has engaged in serious malpractices and irregularities while implementing the project. The Respondent No. 2 and 3 reiterate that Respondent No. 1 alone shall remain responsible and accountable for all financial dealings, accounts, project irregularities, unauthorized transactions, deviations, violations, and consequences arising from acts undertaken unilaterally by Respondent No. 1.

145) Without prejudice to the aforesaid and solely with a view to protect the interests of the Applicant/Purchaser, the Respondent No. 2 and 3 reiterate that they have no objection if possession and rights of the Applicant/Purchaser are protected in accordance with law. However, Respondent No. 1 cannot be permitted to receive and appropriate balance consideration amounts from purchasers without first settling and accounting with the co-owners in terms of the original arrangements and subsequent agreements.

146) In view of the aforesaid facts and circumstances, it is most respectfully prayed that this Hon'ble Authority may be pleased to :

- a. Direct Respondent No.1 to fully settle and account with the co-owners before seeking to execute or enforce sale deeds in favour of third-party purchasers;
- b. Direct that any balance consideration amount payable by the Applicant not to be released to Respondent No. 1 until Respondent No. 1 settles and accounts for the claims and entitlements of the co-owners arising from the project.
- c. In the interim, pass appropriate orders for handing over

possession of the subject flat to the Applicant in accordance with law.

Assessment And Findings Issue No. 1 & 2 (See Para 4 above)

- 147) The primary axis of dispute in this matter is emerging from complaint's claim is that all the respondents ie R1-13 are both, co-owners & promoters by virtue of the documentation & representation made. That unless all 13 respondents sign off on the Sale Deed/ agreement & other related documents, the Complainants title is not secure, despite the Complainant's admitted "symbolic possession" of the flat. They argued that the Agreement for Sale registered on 01/12/20 was a result of R 1 representing herself as the Developer and R2 – R13 as Co-owners of the property on which project was to be developed.
- 148) The Respondent's is group initially in terms of process and their defence, divided into three categories /groups ie.
- a) Respondent 1 & 6,7,8,9,10,11,12,13
 - b) Respondent 2 & 3
 - c) Respondent 4 & 5 who had died & thus required the legal heirs to be on boarded- which was done.
- 149) The **filial relationships** between all the Respondents, which is a material for understanding the issues, is as follows:-
- i) Respondent 1 (Ms. Priyanka Lotlikar) is the Daughter of Respondent 8 (Mr Ramrao Lotlikar)and Respondent 9 (Mrs Indumati Lotlikar).

ii) Respondent 2 (Mr. Shankar Damodar Lotlikar) is married to Respondent 3 (Mrs Shakuntala Shankar Lotlikar)

iii) Respondent 4 (Mr. Gurudas Damodar Lotlikar is married to Respondent 5 (Mr. Savita Gurudas Lotlikar), since both deceased represented by and through their legal Heirs)

Respondent 5a (Mr. Santosh Gurudas Lotlikar) married to Respondent 5b Mrs. Deepa Lotlikar).

Respondent 5c (Mr. Darshan Lotlikar) married to Respondent 5d Mrs. Pranjali Lotlikar).

iv) Respondent 6 (Mr. Pandharinath Lotlikar) is married to Respondent 7 (Mrs Jayalaxmi Lotlikar)

v) Respondent 8 (Mr. Ramrao Lotlikar) is married to Respondent 9 (Mrs Indumati Lotlikar)

vi) Respondent 10 (Mr. Dinkar Lotlikar) is married to Respondent 11 (Mrs Vimal Lotlikar) since Respondent 11 deceased represented by and through their legal Heirs)

Respondent 11a (Mr. Trupti Raikar) married to Respondent 11b Mr. Prajyot Raikar).

vii) Respondent 12 (Mr. Subhash Lotlikar) is married to Respondent 13 (Mrs Usha Lotlikar).

150) All respondents right from the inception except R2 & R3 confirmed willingness to sign the Sale Deed though resisting other claims of the complainant (Respondent 2 and Respondent 3 subsequently confirmed their willingness too, but on a precondition with respect to resolving internal financial dispute with other Respondents (See para 138).

Thus, they raised the point of non-mentioning of any specific clause in the in Agreement of Sale (see paras 95 & 96 for details including legal citations) imposing an obligation on them to execute a Sale Deed. In their defense they argued that once the Occupancy Certificate/ Completion Certificate is obtained and possession is give, no further documentation is mandated as per RERA. However, as mentioned above, all of them confirmed their willingness to sign the Sale Deed and blamed R2 and R3 for the delay and log jam.

151) However Respondent 2 & Respondent 3, took a complex stand on this primary issue. They attempted to distinguish the status as co-owners vis-a- viz the status of a promoter. They claimed that they were, at best, co-owners . This was attempted to be argued on the following axis:-

- a) Power Of Attorney dated 26/03/2015 and its limit in terms of authority and power granted to R8 as Power of Attorney Holder.
- b) Lack of Documents and the chain of documents shows that the Power of Attorney does not bind them.
- c) RERA Goa is itself at fault because despite material documentation being absent, it granted registration to the said project.
- d) That it is the case of R1 misrepresenting herself as developers and received all the payment from the Complainant.
- e) That R1 submitted an incomplete document ie Rectification and Ratification Agreement dated 26/03/14 executed on 15/01/18 which was falsely prepared and Goa RERA ought

not to have acted on it to register the project (Para 35).

152) Proceeding accordingly, the first issue is whether the R1 to R13, based on facts and evidence available, can be seen to credibly have different levels of accountability vis -a- vis the Complainant within the RERA framework.

153) As R2 & R3 have argued that they are at best co-owners and not promoters under Section 2(zk) RERA Act and not bound by Section 11(4)(f) RERA Act as the Power of Attorney dated 26/03/2015 is extremely limited in scope and no direct Authority was given to R1. R1, who is the daughter of R8 being reflected as the “developer” under section 2(zk) RERA Act, misrepresented her status and legal Authority granted under the said power of Attorney, to the Complainant.

154) R1 and R4 to 13 have led evidence to establish a legally sequential chain of documents to reject R2 and R3s contentions, viz.

a) **Notorized agreement dated 26/03/2014 was executed between**

- 1) Mr. Shankar Damodar Lotlikar (Respondent 2)
- 2) Mrs Shakuntala Shankar Lotlikar (Respondent 3)
- 3) Mr. Gurudas Damodar Lotlikar (Respondent 4)
- 4) Mr. Savita Gurudas Lotlikar (Respondent 5)
- 5) Mr. Pandharinath Damodar Lotlikar (Respondent 6)
- 6) Mrs Jayalaxmi Pandharinath Lotlikar (Respondent 7)
- 7) Mr. Ramrao Damodar Lotlikar (Respondent 8)
- 8) Mrs Indumati Ramrao Lotlikar (Respondent 9),
- 9) Mr. Dinkar Damodar Lotlikar Respondent 10
- 10) Mrs Vimal Damodar Lotlikar (Respondent 11)
- 11) Mr. Subhash Damodar Lotlikar (Respondent 12)

12) Mrs Usha Subhash Lotlikar(Respondent No.13).

As per the agreement the Respondent 2,3, 4,5,6,7,9, 10,11,12 and 13, authorized Respondent 8, to carry out the said construction and development of said property by constructing multi storeyed building thereon, after demolishing the existing house and, dispose of the premises therein, alongwith the proportionate share in land to any of the customers, except the six flats to be reserved to the remaining parties.

Further, Respondent 8 was free to enter into Agreements/commitments for construction and sale of the remaining premises with proportionate share in land with their customers and allot the remaining parkings to any of such customers. All such Agreements would be signed and executed by all parties. That a Power of Attorney would be executed in favour of the Respondent 8 by members of the other parties to sign and execute all such Agreements, to obtain all permissions, licences, NOCs and other requirements and all other allied purpose for construction, development & Sale. The said power of attorney shall be irrevocable.

Also Respondent No. 8 shall be entitled to receive all amounts for such sale of the remaining premises from such customers. Such amount was to be deposited in Bank account to be opened in name of the male Respondent 8 and Respondent No. 12 and operated by said both parties. All expenses for said construction and development of said property including all fees, taxes, etc, were to be met from such amounts/account.

b) A Power of Attorney was executed on 26/03/2015 wherein Respondent 2,3, 4,5,6,7,9, 10,11,12 and 13 gave Respondent 8 powers in brief are as follows:

- i) To agree to construct and sell all shops & flats as mentioned in the POA,
 - ii) To sign & execute all agreements, Sale Deeds, conveyances, all other deeds & documents, including deed of rectification & ratification, Deed of cancellation,
 - iii) To sign & execute mortgage deed or any securities & avail any financial assistance/loan. To gift road widening area to Margao Municipal Council.
 - iv) To appear before sub-registrar Salcete or any other registrar and present, such documents for registration, admit execution.
 - v) To receive consideration, advances, deposits & other amount in respect of construction & Sale & pass receipts.
 - vi) To represent the executant of POA before all Government Offices, local bodies & all other offices.
 - vii) To obtain permissions, licences, renewals, revision of plans, conversion & other documents, to sign, present all applications, forms, undertakings, plans, declaration and all other requirements.
- c) **Further A Rectification cum Ratification to agreement dated 26/03/2014** was **executed on 15/01/2018** between Respondent 2,3,6,7,8,9,10,11,12, 13 and Respondent 1. The work of developing the said property was entrusted by all the co-owners above named to their brother / brother in law Mr. Ramrao Lotlikar vide an Agreement dated 26th March 2014 upon the terms and conditions incorporated in the said agreement. However vide this document all the parties did not intend to continue entrusting the work of such development to Mr. Ramrao Lotlikar and decided to

substitute him by their Niece and daughter of Mr. Ramrao Lotlikar namely Miss Priyanka Lotlikar, the Developer named herein above upon the same terms and conditions which were incorporated in the agreement dated 26/03/20214 only except the change in the numbers of premises and the floors which were agreed to be allotted to the owners named herein above together with the change in the areas of the premises agreed to be allotted to each one.

- d) A Rectification cum Ratification to agreement dated 26/03/2014 was executed on 29/01/2018 between Respondent 4, 5 and Respondent 1 and 8. The work of developing the said property was entrusted by all the co-owners above named to their brother / brother in law Mr. Ramrao Lotlikar vide an Agreement dated 26th March 2014 upon the terms and conditions incorporated in the said agreement. However vide this document all the parties did not intend to continue entrusting the work of such development to Mr. Ramrao Lotlikar and decided to substitute him by their Niece and daughter of Mr. Ramrao Lotlikar namely Miss Priyanka Lotlikar, the Developer named herein above upon the same terms and conditions which were incorporated in the agreement dated 26/03/20214 only except the change in the area of premises which were agreed to be allotted to the Respondent 4,5 besides which all terms & conditions incorporated shall be binding on the developer.
- e) The agreement of Sale dated 01/01/2020, therefore does not proceed on any misrepresentation as alleged by Respondent 2 and Respondent 3.

- f) No revocation at any stage of the Power of Attorney dated 26/03/2015 and, other authorization given by R2 and R3 or other documents voluntarily executed by R2 -R3.
- g) The project was granted RERA registration on 03/08/2021. Thus, no misrepresentation preceded the seeking of said registration by R1 and, in RERA granting it.
- 155)Based on the above, R1 and, R4-13 argue that, the documents cumulatively read, without doubt, establish that all respondents are at par vis-à-vis the complainant and, therefore, share the responsibility and legal burden, including completion of sale transaction, under RERA.
- 156)That R2 and R3 accordingly cannot hide behind the allegation of unsettled accounts amongst the Respondents, for denying their legal responsibility.
- 157)The documents, sequencing and availability, registered and executed contemporary to the point of time, effectively rules out fraud and misrepresentation in play. Even if the said documentation in the entirety was not uploaded or made available at the time of registration, it does not eclipse their legal validity . Process/procedural lapses/issues/oversight are remediable. In fact from RERA framework, such non disclosures would work in favour of an allottee, but will not work in favour of internal dispute amongst the co-owners, who by virtue of a Power of Attorney to Respondent 1 as worked out through the documents explained at 6(b) by law, carry the responsibility of the promoter. To interpret otherwise, creates a moral hazard of possibility of fictitious disputes amongst co-owners to the jeopardy of the allottee. In such cases, the responsibility of a co-owner & developer



should be vested upon Respondent 1 and Respondent 2 to Respondent 14, and no subsequent act or internal dispute amongst the Respondent can offset the same.

Viewed thus, the contention of R2 and R3 of having no legal obligation towards executing a Sale Deed are devoid of merit. Allegations against RERA also does not hold water as in a substantive sense, the documentation in its entirety existed a-prior to RERA registration. Even if their internal financial and business arrangement with the other respondents have gone wrong, it cannot mitigate in any way the legal burden/ responsibility which stood vested on them by law when the project obtained registration. (It is noted that Respondent 2 and Respondent 3 eventually on receipt of the documents as per Para 138 was made aware by Respondent 1 reluctantly stated that *"The Respondent No. 2 and 3 have already clearly stated, without prejudice, that they have no objection if possession and rights of the Applicant/Purchaser are protected in accordance with law"*, However they obfuscated the same by adding a precondition of, of their dues by the Respondents.

158) This brings us to the argument of Respondent Nos 1,8,9,12 & 13 4(A) & 4(B) , 5(A) & 5(B) (see para 96 above) that the Agreement of Sale does not specifically mandate a responsibility to execute a Sale Deed, RERA. RERA now, cannot rewrite new terms of agreement and direct these Respondents to execute sale deed with the complainant. The Respondents rely on 2 judgments passed by the Hon'ble Supreme Court viz :-

1) **Shree Ambica Medical Stores & Ors. Vs. The Surat**

People's Co-Operative Bank Limited & Ors. [2020 (0) AIR (SC) 803]"

2) Venkataraman Krishnamurthy & another Vs. Lodha Crown Buildmart Pvt Ltd. [2024 (0) AIR (SC) 1218] (Para 95 above also reference)

159) The above submission does not hold ground in content of RERA. This is so far as Section 17 of RERA Act imposes a statutory duty on the promoter to execute a registered conveyance deed in favour of the allottees along with the undivided proportionate title in the common area to the Association of allottees". Therefore, irrespective of interpretations of the Agreement for Sale, the statutory requirement will prevail. No contractual clause can displace a statutory requirement.

Issue No. 3, 4 & 5

160) Financial Reliefs claimed

The Complainant has, in claimed three types of financial reliefs:-

- a) Interest to be paid under Section 18 RERA Act on the amount already paid to the Respondent ie Rs. 44,00,000/- (Rupees Forty Four Lakhs) plus GST on the same plus stamp duty Rs. 2,45,000/- Registration Fee Rs. 1,000/-, Advocate fee Rs. 6,000/-, other fees Rs. 1,000/- as consideration of the said flat,
- b) Rs 10,00,000/- over and above, as "damages" for mental trauma.
- c) Cost of the litigation.

161) With respect to delay in completion or handing over possession, the respondent resists the very cause of action



per se. They assert:

- a) That all the flats were fully ready and occupied by respective allottees, including the complainant way back in 2024.
- b) That the Complainant admittedly has defaulted in his installment payments both in terms of time line and financial gap which as of now stands at Rs. 5,00,000/- and the additional liability of 15% interest as per the Agreement for Sale. According to Respondent 1,8,9,12 &13 the Complainant is yet to pay the balance consideration amount of Rs.5,50,000/- and the same remains unpaid till date.
- c) As per clause 4.1 of Agreement of Sale, if the allottee failed to make timely payments she was liable to pay interest on all delayed payments which becomes due and payable.

162) It is an admitted fact that the project obtained a Occupancy Certificate on 28/02/2024 and Completion Order on 20/11/2023. It is also admitted fact that the Complainant had defaulted in the payment schedule and still an amount of Rs. 5,00,000/- is outstanding.

163) The complainant who is not explicitly denying taking of a “notional possession”, further argues that no written offer of possession was ever made which, is a sin quo non for a valid handing over of possession.

164) Further it was argued by the Complainant that, due to delay in the project completion date, the complainant withheld the payment of the last few installments totalling to Rs. 5,00,000/-. Therefore such withholding of installment, given



the fact of delay in project completion, is justified and cannot constitute a default on part of the complaint under clause 4.1 of Agreement For Sale.

165) This is countered by the Respondent by arguing that the payment of the entire consideration amount precedes written offer of possession and since the complainants are themselves delaying in taking possession of the flat by not paying the balance consideration amount there is no question of making any written offer for possession. Further, that in effect the complainant is in possession of the flat since 2024.

166) The Complainant has also raised the issue of Completion Certificate/Occupancy Certificate not being reflective of the ground situation, as some work remained incomplete even till date.

167) The respondent have raised COVID circumstances a mitigating factor to assess the allegations of delay and, thus seeks to counter to the allegation of delay and its consequences.

ASSESSMENT

168) There is a legal sanctity of the Agreement for Sale. Further clear statutory responsibilities of the allottee are listed under section 19. Section 19(6) RERA Act mandates the responsibility to pay the installments. A private or notional "set off" or imposing a self authorized "penalty" on builder for delay by withholding payment, is not part of RERA scheme. The allottee chose to remain silent from 2021 (when the project was due for completion) & up to 2026. The facts that the complainant took possession; that the Occupancy certificate/ Completion certificate have been obtained; that

COVID circumstances explanation which has been held as a valid point and priority accounted for by RERA as an explanation of delay in a project, - all have to weigh in on this assessment. Therefore, to this extent, the counter of the respondent needs consideration. However, as delay in the project completion is manifest, a fair and equitable outcome would be to now set off the last installment due ie. Rs. 5,00,000/-vis a vis, the potential counter claim of the Respondent on delayed payment under Clause 4.1 of the Agreement for Sale.

169) The sanctity of OC/CC granted under the RERA Scheme under Section 2(q) and 2(zf) of RERA Act is high and constitutes a building block of several provisions of RERA. Thus with respect to OC/CC being faulty, it essentially becomes a complaint against the competent Authority which gave the OC/CC and in that sense, RERA cannot proceed against them. At best, it gets converted into poor quality of product delivered. That stands accounted for, as an argument raised by complainant to justify non payment of installment dues and so ruled at Para 168

170) Having said so, I pass the following:

ORDER

171) a) That, all the Respondents are directed to execute the final Sale Deed with respect to Flat bearing No. 401 located on the 4th Floor of the building named as "Damodar Rukhmabai Towers" comprising a super built up area of 96 sq. mts., and carpet area of 69.10 sq. mts. together with the proportionate undivided share of land in the property

denominated as "Comba" situated at Ward Comba within the limits of Margao Municipal Council, Taluka and Sub-District of Salcete, District of South Goa, State of Goa within 60 days from this order.

- b) Thus, the possession and transfer of the flat is directed on as is where is basis in terms of finance/costs ie (to be payment neutral). Accordingly no further amount is required to be paid by the Complainant, except statutory dues (ie GST, Stamp duty charges, registration fee etc), if not already paid, which are required to bring the transaction to a close.
- c) The Respondents, in Particular Respondent 1 are directed to handover copies of all the relevant documents/ title documents as mandated under RERA Act to the Complainants.
- d) In particular, with respect to Para 171(a) above, it is the Respondent 2 and Respondent 3 who carry the additional specific and higher burden of this direction of the Authority in terms of compliance, and, the added consequence for violation of this specific direction, as mandated under section 63 of the RERA Act. This is so because Respondent 2 and Respondent 3, are the ones who have been resisting this statutory obligation, on a misconceived defense of non resolution of financial disputes they have with the remaining Respondents (Para 138 and 145 above reference), a defense which has no place in RERA scheme. That relief, if meritorious, must be agitated in other relevant forums.



- e) The respondents are 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 RERA Act for execution of the order.



Dharmendra Sharma, IAS(Retd)
Chairperson, Goa RERA