



GOA REAL ESTATE REGULATORY AUTHORITY
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F.No:3/RERA/Complaint (466)/2025/906

Date: 22/07/2025

Glenwood Gardens Flat Owners Association of Persons,

Represented by its authorised representative,

Mr. Luis Jose Mesquita,

Age: 42 years,

Law Square, Savla Chambers,

Office No. 3, Ground Floor,

Cawasji Patel Street,

Fort, Mumbai-400001.

.....Complainant

Versus

1. Palaceio Property Developers Pvt. Ltd.

Represented by its Director,

Mr. Vinay Bhasin,

Age: 58 years,

612, Gera Imperium, 6th Floor,

Next to Kamat Tower,

Patto Plaza, Panaji.

2. Laljee Patel,

Age 68 years,

Patel Builders & Contractors,

A sole proprietorship,

C-1, Sapna Regency, 3rd Floor,

Above Baron Men's, Panaji-403001.

.....Respondents

Ld. Advocate Shri Nilesh Gala appeared through VC for the complainant. Ld. Adv. Shri Nigel J. Fernandes present in person for the complainant.

Ld. Advocate Shri Sarvesh Kamat Malyekar along with Ld. Advocate Sonali alias Tara Deshprabhu for Respondent No. 1.

Ld. Advocate Shri Iftikhar Agha along with Ld. Advocate Luis Fernandes for respondent no. 2.

ORDER

(Delivered on this 22nd day of the month of July, 2025)

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

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

The complainant is an unregistered and voluntarily formed association of allottees in the project known as "Glenwood Gardens" situated at Goa Velha, Tiswadi. The complainant is seeking common reliefs on behalf of the allottees of the project. The respondent no. 1 is a private limited company and respondent no. 2 is an individual having area/share agreement with respondent no.1 in the project and hence, a co-promoter. The respondent no.2 has executed an agreement dated 08.03.2006 for developing the project with respondent no.1.

3. The respondents initially promoted the project under the name 'Golden Retreat-Luxury Retirement Homes, Goa' and issued a

brochure in respect of the said project promising multiple amenities as stated in the brochure. Based on the said representations, the respondents executed respective agreements with various purchasers and later on started marketing the project in the name of 'Glenwood Gardens/Regalo'. The respondents have unilaterally amended the sanction plan and carried out construction beyond the sanctioned plan of the said project without the express consents of 2/3rd of the allottees, which was approved by the Town and Country Planning Department.

4. Under the RERA Act, one project/layout has to be registered under one project number. The respondents have made false submissions before the Authority while obtaining three different RERA registration numbers and failed to complete the project on time, thereby violating the provisions of the Act. The respondents had also promised amenities as per the brochures, however they are either not provided at all or incomplete or non functional for the last decade as stated in the complaint. The internal roads around the building 'Regalo' and the building 'Cerano' and 'Grandeza' are incomplete. The respondents have failed to provide the agreed amenities under the agreements and brochures to the allottees including clean and potable

water, electricity, etc. and also levying maintenance charges, including water charges.

5. The respondents obtained part occupancy certificates in block M 'Regalo', part C 'Grandeze', DNG 'Harmonia' and the same were obtained on fraudulent basis as there was no possibility of granting occupancy certificates to a project without first providing with basic and essential amenities such as water, electricity connection to all the flats in the project. The respondents have been demanding and collecting huge amounts from the allottees towards maintenance charges and have failed to provide amenities to the allottees. The respondents also deprived the allottees of the amenities like swimming pool, Jacuzzi/sauna, toilets which remained non-functional for several years, so also tennis court, hobby, arts centre, Wi-Fi facilities, canteen facilities, street/compound lightings in and around the buildings, despite levying advanced maintenance charges.

6. There are also defects faced by the allottees directly affecting their health including leakages and seepages in the flats, water accumulation issues on the terraces, loose roof sheets on the terrace, concrete portion of RCC structural sections collapsing. There are also multiple under construction sites on the said project land where they

failed to implement mandatory safety measures, like nets to prevent debris from falling, cordons around the construction area, exposed electrical wires etc. which requires direction from the Authority to implement the mandatory safety measures.

7. The respondents obtained various permissions for occupancy of the flat in the project without providing basic amenities, like water connection, electricity connection and basic infrastructure such as paved roads, etc. The respondents are bound to form a society after sale of more than 51% flats in the project which they failed till date and have been intentionally delaying formation of the society of allottees to extract further benefits from the project. The complainant by its email dated 10.10.2024 have raised several issues such as maintenance of amenities, society formation, water connection etc. and also addressed a notice dated 23.10.2024 through their advocate pointing out several issues and violations.

8. The respondents have addressed a notice dated 10.12.2024 denying various allegations and violations committed by the respondents. The agreements for sale executed between the allottees and respondents contained multiple unfair, one-sided and unilateral clauses which are illegal and not binding upon the members of the

complainant. The respondents are also seeking transfer charges from the allottees of the project for selling their purchased flats, which demand is illegal.

9. The complainant have claimed suppression of material facts; violation of Section 7; failure to form a single society under Section 11; obtaining part occupancy certificate fraudulently; exorbitant demand of maintenance charges without even completing the amenities along with non-maintenance of existing structures building and facilities; non providing and maintaining the promised amenities within a time bound manner; violation of various provisions of RERA Act, including Section 4 for fraudulent registration of multiple projects on the same land/layout; false information of the brochure; unfair one sided agreement for sale; unilateral amendment of sanctioned plan without the consent of the allottees; execution of conveyance deed along with handover of common areas to the society etc. Hence, the complaint.

10. The respondent no. 1 filed a reply inter-alia contending that the present complaint is a result of instigation by few allottees that call themselves association and have filed the present complaint. The complaint is not maintainable in law as the complaint is filed by

persons claiming to be authorised members of a non registered association with no detail of either the members registered or the managing committee. There cannot be a complaint by a non-entity under the RERA Act. There is also no locus standi or cause of action as the occupants of the complex have already resolved most of the issues agreeing to form phase wise society in the complex and also to resolve other issues through discussions. There is also no jurisdiction as the complainant has not segregated the complaint as some of the issues are triable by the Adjudicating Officer. There is also no requirement to register the respondent no. 2 as a co-promoter.

11. The building in Phase 1 and 2 and part of Phase 3 were completed before RERA Act came into force and Phase 4 was sanctioned later and therefore, there were separate registrations granted by the Authority. The respondents provided all the possible amenities mentioned in the brochures including water supply through tankers. The respondent is not averse to formation of society either single or phase wise and has been following up with the flat owners for the same but the owners must confirm their requirement and provide necessary documents. The respondent shall immediately take steps for formation of the society and complete it as expeditiously as

possible. The transfer of land and common amenities shall be possible only after completion of the project.

12. The maintenance is charged on actual as per the requirement and used exclusively for maintaining common areas and amenities. Most of the allottees are still in default of payments of the maintenance amount. The amenities as promised except functional laundry are not feasible to operate, although the space is provided. The jetty and the boat were provided but had to be removed due to the order passed by GCZMA. There is absolutely no modification/alteration/change of the original sanctioned plan. The amendment is only for addition of Phase 5 as shown in the brochure as well as agreement of the purchasers as future development. The allegations made by the complainant are false and baseless.

13. The respondent no. 2 also filed a reply inter-alia contending that the complaint is not maintainable as the complainant was not authorised by any resolution under Section 31 of the RERA Act nor the complainant is registered under the Act. The complaint is filed to pressurize the respondents for securing the illegal and unauthorized demands. The respondent no. 1 has taken steps for formation of the society in terms of resolution dated 12.03.2025.

14. The proceedings against respondent no. 2 is incompetent as there is no agreement for sale which show that he is builder or confirming party as he is a merely a formal party in the agreement of assignment dated 08.03.2006. The respondent no. 2 being owner was only entitled to receive consideration as per the said agreement and that the respondent no. 1 was under the obligation to develop the area under construction at its own cost and was not concerned with maintenance work of the project. The respondent has not violated any provision of the Act and therefore, the complaint be dismissed.

15. Arguments heard. Notes of written arguments came to be placed on record by the respondents.

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

| Sr. No. | Points for determination | Findings |
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| 1. | Whether the complainant is entitled to impose penalty, freeze RERA escrow bank account under Section 11 of the RERA Act for non formation of society | In the negative. |

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| | and for willful disobedience and for non-compliance of order dated 21.05.2024 in the matter between Ashok R. Mundkur vs. Palaceio Property Developers? | |
| 2. | Whether the complaint is entitled to direct the respondents to form a single society of all the allottees of the project? | In the negative. |
| 3. | Whether the complaint is entitled to direct the respondents to provide detailed timeline of completion of the project with complete occupancy certificate and complete amenities? | In the negative. |
| 4. | Whether the complainant is entitled to direct the respondents to hand over the conveyance of the project land to the proposed society and handover necessary documents? | In the negative. |
| 5. | Whether the complainant is entitled for permanent injunction restraining respondents from carrying out further | In the negative. |

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| | construction and/or further unilateral amendment of the sanctioned plan as per Section 14 of the Act? | |
| 6. | Whether the complainant is entitled for permanent injunction against granting any new RERA registration and/or granting any further extension to the project already registered? | In the negative. |
| 7. | Whether the complainant is entitled to revoke the registration of the project under Section 7 of the Act? | In the negative. |
| 8. | Whether the complainant is entitled to direct the respondents to maintain the said project and amenities and bear all outgoing expenses in respect of property taxes, excess water charges etc.? | In the negative. |
| 9. | Whether the complainant is entitled to direct respondents to immediate carry out necessary structural repairs (roofs, | In the negative. |

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| | terraces, slabs, exposed concrete slabs etc.) in the project and necessary repair to the amenities of the project? | |
| 10. | Whether the complaint is entitled to direct the respondents to forthwith implement mandatory safety measures around construction sites in the said project to prevent hazards? | In the negative. |
| 11. | Whether the complaint is entitled to direct the respondents from demanding any transfer charges from the allottees of the project for sale of the respective flats? | In the negative. |
| 12. | Whether the complaint is entitled to direct the respondents to hold and declare the unilateral, one-sided and unfair clauses in the Agreement for Sale pertaining to transfer charges null and void? | In the negative. |
| 13. | Whether the complaint is entitled to direct the respondents to provide complete audited accounts of receipts of | In the negative. |

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| | <p>maintenance charges and expenditure along with supporting documents in respect of the said project?</p> | |
| 14. | <p>Whether the complaint is entitled to direct the respondents to bear the excess water tariffs levied by the Public Works Department Goa for non-compliance of the requirement of obtaining occupancy certificate and/or any other necessary permission for occupying the premises?</p> | In the negative. |
| 15. | <p>Whether the complaint is entitled to direct the respondents to hold and declare the respondents guilty for violation of Section 11(4)(d), 11(4)(e), 11(4)(g), 12, 14 and 17(1) of the RERA Act and Rule 9 of RERA Rules, 2017?</p> | In the negative. |
| 16. | <p>Whether the complaint is entitled to direct the respondents to order and direct a criminal/police inquiry into the illegal receipt of monies by the respondents in</p> | In the negative. |

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| | non-RERA designated bank account? | |
| 17. | Whether the complaint is entitled to direct the respondents to hold and declare the respondents guilty for violation of Section 4 of Goa RERA Rules, 2017 and impose maximum penalty equivalent to 5% of the project cost? | In the negative. |
| 18. | Whether the complaint is entitled to direct the respondents to pay a cost of Rs. 5,00,000/- to the complainant as expenses incurred towards the filing of the complaint? | In the negative. |
| 19. | Whether the respondents prove that the complaint is not maintainable under Section 31 of the RERA Act? | In the affirmative |
| 20. | What reliefs, what order? | As per final order |

REASONS

Point No. (19)

17. Ld. Advocate Shri Sarvesh Kamat Malyekar, so also Ld. Advocate Shri Iftikhar Agha for the respondents has submitted that the complainant is admittedly members of unregistered association and hence, the complaint is not maintainable under Section 31 of the Act, neither there is any cause of action nor locus standi to file the complaint. They further submitted that explanation to Section 31 clearly provides that the complaint can be filed by an 'association' but it has to be a 'registered association'. The complainants are three in numbers as per the resolution attached to the complaint, with no details whatsoever about its membership is provided and therefore, the complaint lacks locus to represent the present proceedings. There is also no power given to any of the members to file the present complaint as per the resolution, which is filed mainly to enforce some earlier order, which too in some other case filed by one Ashok Mundkur and therefore, the complaint should fail on the above ground alone and in support thereof, they relied upon the case of *M/s Newtech Promoters and Developers Pvt. Ltd. vs. State of UP and others, 2021 SCC, Online 1044*.

18. On the converse, Ld. Advocate Shri Nilesh Gala for the complainant has submitted that the complaint is maintainable in terms

of Section 2(d) of the Act as the members of the complainant are allottees. He further submitted that in the order dated 30.04.2024 passed by this Authority in the matter of *'Allottees of Associate Florencio vs. Associate Township Builder Private Limited and another*, the Authority has held that the complainant in the said case, who is a unregistered association, has jurisdiction to espouse the cause of violation of terms of the Agreement for sale entered between the members and promoters and therefore, the unregistered association has locus standi to file the complaint.

19. Admittedly, the complainant is an unregistered association of the allottees. Explanation to Section 31 of the Act states *'for the purpose of this sub-section "person" shall include the association of allottees or any voluntary consumer association registered under any law for the time being in force'* which in other words mean, that the association has to be registered under the law in force. The Hon'ble Apex Court in the case of *M/s Newtech Promoters and Developers Pvt. Ltd.*, (supra) has adumbrated at Para 26 as follows:-

“26. If we turn to the power of the authority, it envisages under Section 31, the complaints can be filed either with the authority or adjudicating officer for violation or contravention of the

provisions of the Act or the rules and regulations framed thereunder. Such complaint can be filed against “any promoter, allottee or real estate agent”, as the case may be, and can be filed by “any aggrieved person”, and *it has to be read with an explanation, “person” includes an association of allottees or any voluntary consumer association registered under any law for the time being in force.* The form and manner in which complaint is to be instituted has been provided under subsection (2) of Section 31.”

20. The complainant, who is the unregistered association of allottees comprising of only three members is not formed as per RERA provisions, rules and regulations as it is not registered and therefore, the complaint is not maintainable as the complainant is neither an association of allottees nor the voluntary consumer association registered under any law. The Hon’ble Gujarat Real Estate Appellate Tribunal in the case of *“Manish Patel v. Crystal Yagnapurush Residential & Commercial Owner Associations (CYRCOA) in Appeal no. 121/2019* has also reiterated that the Association of allottees has to be registered, however observed that the object of RERA being to protect the interest of the allottees and in

the interest of justice, the allottees of association be given opportunity to amend the complaint in their personal capacity and therefore, the complaint should not fail on the technical ground. The complainant herein have not sought for any opportunity to amend the complaint in their personal capacity, on the contrary, one of the members of the so called association, namely, Ashok Mundkur have already filed the complaint and obtained favourable orders from the Authority.

21. Be that as it may, the order dated 30.04.2024 passed by my predecessor in '*Allottees of Associate Florencio*', supra holding that the unregistered association can maintain a complaint is not a binding precedent, like the orders passed by Hon'ble High Courts, Hon'ble Appellate Tribunals and/or Hon'ble Apex Court. The said order also does not comply with the proviso or the judgment of the Apex Court in the case of *M/s Newtech Promoters and Developers Pvt. Ltd, supra* and therefore, the same is clearly per incurium and therefore, cannot be considered as a binding precedent to further the case of the complainant of maintainability of the complaint under Section 31 of the Act, as rightly pointed out by the Ld. Advocates for the respondents.

22. Moreover, it is evident that the complaint dated 08.03.2025 was filed through an authorised representative, Shri Luis Jose Mesquita. The complainant has relied upon a resolution dated 19.01.2025 resolving that Luis Mesquita, Ashok Mundkur and Ms. Poonam Ribo are jointly or singly authorised to sign, verify any papers before any court or tribunal on behalf of the AOP (association of person), appoint legal counsel for initiating proceedings etc, before any tribunal or court or before any Government authority, and/or local authorities on behalf of the AOP. The said resolution does not confer any powers on the present authorised signatory to file the complaint before the Authority namely, Goa RERA.

23. Moreover, as per the resolution attached to the complaint, there are no details about its membership or the number of members, who attended for the said meeting, when the resolution was taken. When a query was raised regarding the members of complainant, the complainant on 24.06.2025 annexed a list of flat owners of 74 members, however, the said list has not been authenticated with the signatures of the members, nor there is any affidavit in support of the said list. Be that as it may, the complaint filed by the complainant lacks authority nor there is any cause or locus standi to file the present

complaint and therefore, the complaint deserves to be dismissed on the above count alone. Hence, the above point is answered in the affirmative.

Point nos. (1), (2) (4) and (13)

24. Ld. Advocate Shri Nilesh Gala for the complainant has submitted that under Section 11(4)(e) of the Act, the respondents are bound to form a society of allottees after sale of more than 51% flats in the project, however the respondents have failed to form a society for the project layout, till date, as the respondents have been intentionally delaying the formation of the society of allottees to extract further benefits from the project in violation of RERA Act 2016. The respondents have recovered huge sums from the allottees towards maintenance cost of the project for a period of ten years in advance and despite recovery of such amounts, the respondents have failed to maintain the project nor provided the audited accounts in respect of the maintenance till date in violation of Section 11(4)(e) of the RERA Act.

25. It is an admitted fact that Shri Ashok R. Mundkur and his wife had filed a complaint and my predecessor vide order dated

21.05.2024 amongst other reliefs, directed the respondents to form a society as expeditiously as possible, within the said period. It is manifestly clear from the prayer clause (a) of the complaint along with Para 7 of the rejoinder filed by the complainant that the present complaint is predominantly filed to enforce the order passed by my predecessor in the case of *Shri Mundkur and another*, supra. There is no dispute that the said order regarding formation of the society and other reliefs is pending execution. Once the order for formation of the society is passed and the same is pending for execution, the complainant including said Ashok Mundkur is not permitted to file the complaint before the Authority again, in the form of execution of the said order dated 21.05.2024, when the matter is pending before the authority concerned, as rightly submitted by the Ld. Advocate Shri Sarvesh Kamat Malyekar and Ld. Advocate Shri Iftikhar Agha for the respondents.

26. It is claimed by the complainant that the respondents are required to form a single society in terms of the law. There is no dispute that the respondents are willing to exceed the demand for formation of single society or multiple societies, as evident from the reply of the respondents. There are also several emails to the

occupants on behalf of the respondents to assist the respondents in formation of the society as required under Section 19 of the Act. There is also no dispute that under Section 11(4)(e) of the Act, the association of allottees shall be formed within a period of three months of the majority of allottees, which is 51%, having booked their apartments in the project. Under Section 19(9) of the Act, 'Every allottee of the apartment, plot, or building as the case may be, shall participate towards the formation of an association or society or co-operative society of the allottees, or a federation of the same.'

27. There is no dispute that the respondent no. 1 has clearly averred in its reply that they are keen in formation of the society either singly or multiple societies and that they are also desirous to form phase wise societies and handover maintenance at the earliest. The respondents therefore cannot run away from the fact of formation of society/societies in terms of law, which they claim that they desire to form, for which, the complainant or the majority of allottees, which is 51%, having booked their apartments in the project, are required to participate towards formation of an association or society or co-operative society in terms of Section 19(9) of the RERA Act and for such purpose, statutory compliance is required to be completed before

applying for registration of the society in terms of Goa Co-operative Societies Act, 2001 r/w Goa Co-operative Societies Rules, 2003 and also handover the conveyance of the project land to the society and handover necessary documents in terms of Section 17 of the Act. Hence, there cannot be any quarrel about non-formation of the society or willful disobedience or non-compliance of the order dated 21.05.2024 by the respondents. Hence, the above points nos. (1), (2) (4) and (13) are answered accordingly.

Points nos. (3), (5), (6), (7) (10) (11) (12) (14) (15) (16) (17) and (18)

28. Ld. Advocate Nilesh Gala for the complainant has submitted that the respondents have violated various provisions of the Act including Section 4 by suppressing the material facts by making false submissions during the registration of the said project by submitting false documents, audit report etc. as well as committed unfair trade practices and violated every provisions of the rules by executing agreements for sale with allottees without being registered by respondent no. 2 as a promoter of the project and have been demanding transfer charges for sale of flats and fraudulently obtained part occupancy from competent authority as substantial work

remained incomplete. The respondents also registered multiple projects on the same land and gave false information on the brochures and executed one-sided agreements and unilaterally made amendments in the sanctioned plans and therefore, necessary reliefs be granted as prayed for, including the costs.

29. Per contra, Ld. Advocate Sarvesh Kamat Malyekar as well as Ld. Advocate Shri Iftikhar Agha for the respondents have submitted and rightly so that the complainant has not adduced any evidence on record regarding the allegations made above. Discernibly, the above said allegations are general in nature without any supporting documents. The present complaint appears to be an outcome of instigation by said Shri Ashok Mundkur, who had filed a complaint and necessary reliefs were granted to him, including formation of society. The complainant has sought various reliefs including penalty for violation of Section 4 and cancellation of registration for not listing respondent no. 2, as a promoter. Undoubtedly, Section 4 of the Act provides for registration of the Act by the promoter and does not contemplate listing of the promoter. Ld. Advocate Shri Nilesh Gala is however right in his submission that the respondent no. 2 is covered under the definition of 'Promoter' under the RERA Act as held in the

case of “*Wadhwa Group Housing Private Limited vs. Vijay Choksi and another* dated 26.02.2024 passed in second appeal (stamp) no. 21842 of 2023 by Hon’ble High Court of Bombay”.

30. Nonetheless, the complainant is not entitled for any of the reliefs claimed by the complainant as stated above, including to direct the respondents to provide detailed completion of the project, permanent injunction restraining the respondents from carrying out further construction; permanent injunction against granting any new RERA registration and/or granting further registration; revoking the registration of the project; implementing alleged safety measures around construction site, etc, alleged violation of provision of law or directing a criminal/police inquiry into the alleged illegal receipt of money in non-RERA designated bank account or payment of costs, etc. for failing to prove the above said issues with any material evidence, in support of the above allegations. It is therefore, no reliefs as prayed for by the complainant can be granted. Hence, the above points are answered in the negative.

Point nos. (8) and (9)

31. Ld. Advocate Nilesh Gala for the complainant has submitted that the respondents have deprived the allottees of the many promised

amenities, like swimming pool, jacuzzi/sauna, toilets as they remained non-functional including the tennis court, hobby and art centre Wi-Fi facilities, canteen facilities, street/compound lighting, which are either in a bad condition/non-functional, despite levying advance maintenance charges. There are also defects in the project due to non-maintenance of the building, which are directly affecting the health and safety of the allottees, including leakages and seepages in the flats; water accumulation on the terraces; loose roof sheets on the terrace, concrete portion of RCC structural sections collapsing. The complainant had raised several issues by its email dated 10.10.2024, however the respondents have not provided promised amenities nor carried out the defects as stated above. In support of his arguments, he relied upon the case of "*Cosmopolis CHS and another vs. Cosmos Homes India Private Limited dated 28.04.2025* passed by the Maharashtra Real Estate Regulatory Authority".

32. It is an admitted fact that the respondents have promised various amenities in the brochures. There is no dispute that most of the amenities have been provided by the respondents, although presently, some are functional and some are non-functional, and some of them had to be dropped later, due to non feasibility as well as

orders from the appropriate Authority and the remaining need funds to maintain/repair/replace, which according to the respondents, is not possible for non-payment of maintenance dues. The complainant had produced on record an email dated 10.10.2024 addressed to the complainant, wherein Shri Vijay Basin, Director of the respondent no. 1 had referred to the transformer, tennis court, painting of Grandeza and Cerano, society formation, swimming pool, PWD application, road work, filtration plant and the maintenance. There is no question of shirking of the responsibilities/obligations mentioned in the said email on the part of the respondents, which they promised to do.

33. The respondents have produced on record the minutes of the meeting between the builder and residents of Glenwood Garden and APT owners at the complex club house dated 12.03.2025. The meeting was attended by the Director of respondent no. 1 and the flat owners of Grandeze Block, Cerano Block, Regalo Block and Harmonia Block and the agenda, namely formation of housing society/societies, maintenance and repairs; tanker water quality and PWD supply and pending construction and infrastructure issues were discussed, wherein it was decided that the respondents are committed to forming society, taking up repairs and ensuring proper maintenance

as stated in the said minutes and the respondents are open to all suggestions and willing to implement practical solutions.

34. Admittedly, the respondents produced a 'Site Inspection Report' dated 28.05.2025 indicating the latest position at the site with the photographs of the flat of Ashok Mundkur and details of maintenance of common amenities and maintenance receivable from the allottees. No such report or 'structural audit report' has been produced on record by the complainant, showing any structural defects as claimed by the complainant. The case of "*Cosmopolis CHS and another*, supra relied by the complainant is not applicable to the case at hand as no 'structural audit report' unlike in the said case, is produced by the complainant on record, showing any 'structural defects' claimed in the complaint as the allegations are general in nature, without any supporting evidence. The complainant has not shown that there is any structural change in the allotted premises. Moreover, the construction of jetty area has been stalled by the GCZMA as the same comes within the CRZ area. In fact, the GCZMA vide order dated 19.09.2014 directed the respondents to demolish the jetty, its access and the cemented platform and to restore the land to its original condition.

35. The complainant has also alleged that the tennis court has been shifted, which has been done at the request of the allottees themselves, as seen from the email dated 10.08.2024. The allegations of the complainant that sanctioned plans have been changed without the permission of the allottees, is also not supported by any evidence, except mere statements in the complaint. The Competent Authority has admittedly granted permission for construction of the building/s in the project as well as the allottees have consented in their agreements with the respondents, for construction of the building/s on the project land as approved by the authorities, as evident from the agreement dated 14.06.2019 produced by the complainant, themselves. Besides, it is shown in all the brochures that it has future developments and therefore, the above allegations do not survive.

36. The complainant has alleged that there is no PWD water supplies to the project and has produced one photo showing a bucket of dirty water, without certifying as to which apartment received such water and for how long, it is being supplied. There is also no complaint by any of the owners regarding the same. Admittedly, there is no PWD water supply to the project as the PWD has not extended any water supply to the project, as seen from the records. No doubt,

the respondents have applied for water connection over the years from Government PWD supply however, till date the department has not provided any Government PWD supply. The respondents, however are supplying water through tankers, which is available to the residents of the project and have promised that they will continue supplying water till the Government supplies the water to the complex.

37. The complainant has also alleged that there are multiple registrations, which is not permissible for the single project. There are at present four projects, namely the Regalo, Cerano, Grandeze and Harmonia, for which separate registration has been granted by the Authority as per the phases. There is also no dispute that there are two phases namely building in Phase 1 and 2 and part of Phase 3, which were completed prior to RERA coming into force and therefore, the further projects were registered in phase wise manner as per the permission granted by the Authority and the same was carried out as per the requirement of the Authority.

38. The complainant has also claimed that there is poor construction, incomplete concrete/asphalt internal roads, garbage disposal system, composting system, swimming pool, no visitor

parking space for each block, individual parking slot for each allottee. However, there are no documents in support of the above allegations as the allegations are general in nature without any details or material particulars in the complaint. The complainant has produced on record the photographs of the roads, pump house, water pipes etc, however, the said photographs lack details nor are the same reflected in the complaint. It is therefore, in such circumstances, the complainant has failed to prove that the respondents were negligent to maintain the project and amenities or that there are structural defects in the project, with any evidence. Hence, the above points are answered in the negative.

Point No. (20)

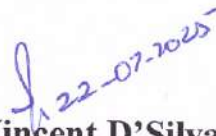
39. The complainant has miserably failed to prove that the complaint is a bonafide one filed by the allottees, as reflected in the number of reliefs sought by the complainant, including the formation of the society, which is already granted to one of the complainants. Nevertheless, it is demonstrated by the respondents that it is an outcome of three disgruntled allottees that call themselves association. The complainant has also failed to show that they are the authorized members of a registered association and that they are ready to perform

their duties in terms of Section 19 of the Act, so also that the respondents are not willing to provide the amenities and/or to form the society and/or are reluctant to perform their functions and duties as the promoters. The respondent no. 1 in fact has already resolved most of the issues by agreeing to form the society in the complex as per the convenience of the residents and agreed to resolve other issues through discussions. The complaint filed by the complainant appears to be only out to settle personal agenda, as the majority of the allottees are not in support of the present complainant nor the complainant has proved any violation in terms of law by the respondents. It is therefore, no reliefs as claimed by the complainant deserve to be granted. Hence, the above point is answered accordingly.

40. Having said so, I pass the following:

ORDER

- a) The complaint stands dismissed.
- b) No order as to costs.


(Vincent D'Silva)
Member, Goa
RERA

Panaji, Goa.
Date: 22.07.2025