



GOA REAL ESTATE REGULATORY AUTHORITY
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FNo: 3/RERA/Complaint(507)/2025/ 1780

Date 07/01/2026

**Mr. Silvano Lucas Rodrigues alias
Silvano Rodrigues alias Mr. Silvano
Represented by his daughter and POA Holder
Ms. Maria Shenona Rodrigues
866, Santemol, Raia Goa-403720. Complainant**

V/s

1. Mrs. Minal Shailesh Dhumaskar,
H.No. 2247, Opp. Telephone Exchange,
Curchorem Goa-403706

2. Mr. Shailesh Dharma Dhumaskar
H.No. 2247, Opp. Telephone Exchange,
Curchorem Goa-403706

3. Ravindra Construction
A registered partnership firm,
Represented by its partners
(a) **Mr. Suresh Raveendran**
(b) **Mr Dinesh Raveendran**
Having their partnership office at
Suman Residency, Khadpaband,
Ponda, Goa-403401.

4. Mr. Suresh Raveendran
Ravindra Construction Suman Residency,
Khadpaband, Ponda, Goa-403401.

5. Mr. Dinesh Raveendran
Ravindra Construction Suman Residency,
Khadpaband, Ponda, Goa-403401. **Respondents**

Ld. Adv. Pritam Morais for the Complainant.

(Signature)

ORDER

(Delivered on this 07th day of the month of January , 2026)

An online Complaint was filed on 23/09/2025 by the above Complainant against the Respondents, the brief facts of the complaint are as follows:-

1. The Respondents No.1 and 2 are husband and wife and they are the present Landowners of the Property and are also promoting the sale of the premises in the Project Land and acting as real estate agents for the project. The Respondent No. 3 is a Partnership Firm and Respondents No. 4 and 5 are the Partners of the Respondent No. 3. The reliefs sought herein are jointly and severally sought against all the Respondents.
2. The Complainant along with his two daughters namely Miss Shenona Rodrigues alias Shenona alias Maria Shenona alias Maria Shenona Rodrigues, and Miss Maria Ninoshka Rodrigues alias Maria Ninoshka Rodrigues alias Maria Ninoshka Rodrigues, were the owners in possession of the landed property surveyed under Survey No. 89/4 of revenue village Camurlim of Salcete Taluka, South Goa District, State of e) Goa. The Complainants vide a Deed of Sale dated 04.01.2010, have sold the said property to the Respondent No.1 Mrs. Minal Shailesh Dhumaskar for a total price consideration amount of Rs. 60,00,000/- (Rupees Sixty Lakhs Only). The Respondent is married to the Respondent No. 2 and both participated in the sale transaction referred hereinabove.
3. From the above referred consideration amount, part consideration amount of Rs. 50,00,000/- (Rupees Fifty Lakhs Only) was agreed to be paid in kind by allotment of the below mentioned four residential bungalows, to the Complainant and his two above named daughters: -



- a) Two Bungalows, each having super built up area of 130.00 sq.mtrs along with proportionate ideal share in the Subject Property.
- b) Two Bungalows, each having super built up area of 125.00 sq.mtrs along with proportionate ideal share in the Subject Property.

4. That the above allotment was modified by execution of the Deed of Modification dated 29.09.2011. Such modification had to be done since the Respondent No. 1 and 2 represented to the Complainant and his two daughters that due to certain technical difficulties with regard to sanction of the building plans from the competent authorities, the Respondent No.1 has opted not to construct four separate bungalows but instead construct three bungalows, one admeasuring 260 sq.mtrs and two bungalows each admeasuring 125 sq.mtrs. At the request of the Respondents No. 1 and 2, such modification was accepted by the Complainant and his two daughters.

5. By Agreement for Construction and Sale dated 03.12.2011, the Respondent No. 1 has agreed to allot to the Complainant Mr. Silvano Lucas Rodrigues alias Silvano Rodrigues alias Mr. Silvano the Bungalow No. A-3, having total super built up area of 260 sq. mtrs, which was to be constructed in the Subject Property. It was specifically agreed that such bungalow would be constructed and the possession of the premises would be delivered to the Complainant on or before the expiry of 24 months from the date of the Agreement.

6. That the consideration price of the Suit Bungalow was fixed at Rs. 25,00,000/- (Rupees Twenty Five Lakhs Only). The entire consideration amount has been paid by the Complainant as on 04.01.2010 as the same has been fully adjusted in the consideration amount, which was payable to the Complainant by the Respondent No.1.

7. That the Respondents No. 1 and 2 have without the intervention and also without the knowledge of the Complainant executed the Memorandum of Understanding dated 15.12.2017 (Hereinafter referred to as the M.O.U) with the Respondent No. 3. The M.O.U is found uploaded in the RERA website at the time of registration of the project with the Goa Real Estate Regulatory Authority. It is seen that the project has been registered with RERA under Project Registration No. PRG002221526, which registration has now expired. In terms of the M.O.U, the Respondent No. 1 and 2 have entrusted the development of the Subject Property to the Respondent No. 3. However the MOU reveals a conflicting arrangement.
8. That as per the agreements with the Complainant and his two daughters, the subject bungalows A-1 and A-2 were to be allotted to the Complainant's two daughters. However, the MOU shows Bungalows A-2 and A-3 are allotted to Respondent Nos. 1 and 2, and A-1 to Respondent No. 3. This internal arrangement contradicts the agreements executed with the Complainant and his two daughters, raising concerns about potential criminal conspiracy to commit fraud upon the Complainant and cheat the Complainant and his daughters.
9. That the Complainant's two daughters have opted to file independent proceedings for their respective premises. Therefore, the present proceedings are limited to the allotment and sale of the Suit Bungalow.
10. That in terms of the Agreement dated 03.12.2011, executed in favour of the Complainant, the Suit Bungalow was required to be delivered to the Complainant on or before the expiry of 24 months from the date of execution of the Agreement dated 03.12.2011. The time period for delivery of the suit

bungalow to the Complainant has expired on 03.12.2013. The suit bungalow is till date not completed. Occupancy Certificate has not been issued to the Subject Bungalow since the same is not completed.

11. That the Respondents have also failed and neglected to update the construction status in the RERA website. It appears that the mandatory quarterly reports have also not been filed by the Respondents. The data uploaded on the RERA website is also not complete and complete information about the project has not been disclosed.
12. That it also appears that the Respondents have agreed to transfer some of the constructed bungalows to third parties without registration of agreements of sale in the Sub Registrar Office. It is suspected that amounts have been accepted from such third party purchasers, which probably have not been accounted in the RERA bank account.
13. That the Complainant has served the Notice dated 21.06.2025 on all the Respondents calling upon the Respondents to complete the construction of the Suit Bungalow and to deliver the possession thereof to the Complainant. Complainant within a period of fifteen days from the date of service of legal notice. The Respondents have neither replied to the notice nor completed the construction work. The Respondents have been delaying the construction work citing their financial difficulties.
14. That in order to expedite the work and avoid use of substandard quality product, the Complainant's daughter and POA Holder Ms. Maria Shenona Rodrigues, has in consultation with the Respondent No.4, who is the Partner of the Respondent No. 3, purchased the tiles and sanitary fittings for the Suit Bungalow. In respect of such purchase of tiles and sanitary fittings, the Complainant's

daughter has incurred an expenditure of Rs. 4,48,507/- (Rupees Four Lakhs Forty Eight Thousand Five Hundred and Seven Only).

15. That it was agreed between the Complainant and the Respondent No. 4 that the amount of Rs. 1,36,350/- (Rupees One Lakh Thirty Six Thousand Three Hundred and Fifty Only) will be refunded to the Complainant towards purchase of tiles and amount of Rs. 1,65,301/- (Rupees One Lakh Sixty Five Thousand Three Hundred and One) would be reimbursed toward purchase of sanitary ware. The total amount agreed to be refunded to the Complainant was Rs. 3,30,600/- (Rupees Three Lakhs Thirty Thousand Six Hundred Only).
16. That from the above agreed amount, only an amount of Rs. One Lakh Only has been so far reimbursed by the Respondent No. 4 and balance amount of Rs. 2,30,600/- (Rupees Two Lakhs Thirty Thousand Six Hundred Only) is outstanding and remains to be paid.
17. That the Agreement for Construction and Sale dated 03.12.2011 has the Item Wise Specifications in terms of which the Suit Bungalow was to be constructed. The Suit Bungalow has not been constructed in terms of such Schedule. The doors and windows have not been fixed. The painting work is not completed. The flooring and skirting work is incomplete. The Electrical Installations and kitchen work are not complete.
18. That for the purpose of construction, the Respondents have obtained the Construction Licence Bearing No. V.P./CAM/2021/22/07 dated 07.09.2021 from the Village Panchayat of Camorlim. The Construction Licence was valid for a period of three years. The three years period has expired on 07.09.2024.



19. That the Respondents had registered the project with the Goa Real Estate Regulatory Authority on 24.02.2022. The registration is valid from 24.02.2022 and ending on 30.06.2022. There is no record to show that the registration has been extended.

20. That in terms of the RERA Registration, the Respondents were required to deposit seventy five percent of the amounts in a separate account to be maintained in a schedule bank to cover the cost of construction. It appears that the Respondents have failed to maintain such account. If such account was maintained, there would be no scarcity of funds to complete the project. There is also a apprehension that there are premises agreed to be sold to third party purchasers without registration of agreements and amounts received from such proposed transactions are not deposited in the RERA account.

21. That the Respondent No. 4 Mr. Suresh Raveendran, the proprietor of M/s Ravindra Constructions, also undertook the construction of the project 'The Meadows' in Siolim (Survey no. 19/13 & 19/1-A, Siolim, North Goa. RERA Registration no. PRG006190729). It requires to be investigated whether there is any diversion of funds from the present project to the project undertaken by the Respondents in names of their said other entities.

22. That the Respondent No. 5 Mr. Dinesh Raveendran is also the proprietor of M/s Ravindra Builders and Developers, Ponda and Aarvee Constructions, Ponda. It requires to be investigated whether there is any diversion of funds from the present project to the project undertaken by the Respondents in names of their said other entities.



23. That the Suit Bungalow is still not completed and occupancy certificate has not been issued to the Suit Bungalow. The Construction License issued to the project has expired. The Suit Bungalow has also not been constructed as per the agreed specification.

24. Relief Sought

In view of the above mentioned facts, the Complainant prays for the following reliefs:

- a) The Respondents should be penalised for non renewal of the RERA registration, in terms of Section 59 and 61 read with other relevant provisions of the Real Estate (Regulation and Development) Act, 2016.
- b) The Respondents No.1 and 2 have promoted the sale of the units and have acted as real estate agent for the project, without registering independently as a real estate agent in terms of Section 9 of the Real Estate (Regulation and Development) Act, 2016. The Respondents should be penalised for such non-registration.
- c) The Respondents have failed to upload the quarterly up-to-date details status of the project as required under Section 11 of the Real Estate (Regulation and Development) Act, 2016. The Respondents should be penalised for such default.
- d) The Respondents have failed to complete the construction of the Suit Bungalow and transfer the title of the Suit Bungalow in favor of the Complainant, as required under Section 17 of the Real Estate (Regulation and Development) Act, 2016. The Respondents should be penalized for such default.
- e) In terms of the Agreement, the Respondents were required to handover the possession of the Suit

Bungalow to the Complainant on 03.12.2013. The Complainant has already paid to the Respondents the entire consideration amount of Rs. 25,00,000/- (Rupees Twenty Five Lakhs Only). In terms of section 18 of the Real Estate (Regulation and Development) Act, 2016, the Respondents are jointly and severally liable to pay to the Complainant interest on the paid amount, for every month of delay, till the handing over of the possession of the Suit Bungalow. As per the Goa Real Estate Regulation and Development) Rules, 2017, the rate of interest payable by the Promoter shall be the State Bank of India highest marginal cost of Landing Rate plus two percent. The highest marginal cost of Lending Rate of the State Bank of India is 9.10 percent and as such the Respondents are required to pay interest calculated at the rate of 11.10 percent p.a. The Respondent should be penalized and jointly and severally made liable to pay the penalty amounts to the Complainant.

- f) The Respondents have also failed to construct the Suit Bungalow in terms of the specifications and there is no adherence to the obligations in terms of the Agreement executed between the parties. The default on the part of the Respondents has caused stress and mental trauma to the Complainant and also disturbed the day to day life schedule. The Respondents are therefore also, jointly and severally, liable to pay to the Complainant minimum compensation of Rs. 5,00,000/- (Rupees Five Lakhs Only) in terms of Section 18(2) of the Act. The Respondents should also be directed to complete the construction of the Suit Bungalow in terms of the Specifications mentioned in the Agreement executed between them and the Complainant.
- g) The Respondents have to be directed to renew the construction license and also lapsed approvals and obtain occupancy certificate for the Suit Bungalow. After



completion of the Suit Bungalow in terms of the Agreed specifications, the possession of the completed Suit Bungalow has to be handover to the Complainant and the ownership has to be transferred in favour of the Complainant by execution of the Sale Deed.

- h) The Respondents have to transfer the title and possession of the Suit Bungalow in favour of the Complainant by executing in favour of the Complainant the Sale Deed of the Suit Bungalow along with proportionate undivided share in the Project Land or in the alternative the Housing Society has to be formed and the common areas transferred to such Society.
- i) The Respondents should be jointly and severally directed to specifically perform their obligations towards the Complainant in terms of the Agreement for Construction and Sale dated 03.12.2011.
- j) The Respondents are also required to jointly and severally refund to the Complainant and/or to the Complainants daughter Ms. Maria Shenona Rodrigues, the amount of Rs. 2,30,600/- (Rupees Two Lakhs Thirty Thousand Six Hundred Only), towards the cost incurred in the purchase of tiles and sanitary ware for the Suit Bungalow.
- k) Such other order and relief, as this Authority deems fit to grant in the facts and circumstances of the case.

The point for my determination along with the reasons and findings thereon are as follows:-

Sr. No.	Point for determination	Finding
1.	Whether the said complaint is maintainable?	As per final order

25. The above reliefs sought from (a) to (c) pertain to the duties and obligations of the promoter and the above reliefs sought from (d) to (k) pertain to the prayers of the complainant qua an “allottee” hence both sets of reliefs shall be dealt separately.

26. For this purpose a Notice dated 07/10/2025 was issued to the Complainant and arguments were also heard. From the documents submitted, it is observed that the transaction appears to have taken place before coming of the Real Estate (Regulation and Development) Act, 2016. The supporting documents/evidence i.e. (i) Deed of Sale is dated 01/01/2010, (ii) Deed of Modification of Previous Deed of Sale is dated 29/09/2011, (iii) Agreement for Construction and Sale is dated 03/12/2011, that support the transaction were all executed before coming of the Real Estate (Regulation and Development) Act, 2016.

Further the Complainant himself at Page 9 para “g” has stated that ***“In terms of the Deed of Sale dated 04.01.2010, the Complainant and his two above named daughters have sold the subject property to the Respondent No.1 for a total price consideration amount of Rs. 60,00,000/- (Rupees Sixty Lakhs Only).”***

Also further, it appears that the said dispute is with respect to breach of contract prior to coming of the Real Estate (Regulation and Development) Act, 2016 and hence is a civil dispute and therefore does not come within the purview of the Real Estate (Regulation and Development) Act, 2016

27. Having said so, I pass the following:

ORDER

28. The Complainant must seek the redressal in the other forums that may be applicable.

29. Independent of the Complainant's core grievance as settled at Para 26 above, other issues have been alleged of action/non action by the promoter whose project bears registration NO. PRGO02221526, for which the Technical Section is directed to ascertain the details of the matter and put up for necessary action as may be deemed appropriate as per RERA framework.

30. The complaint is partially maintainable

- A) The above reliefs sought from (a) to (c) are maintainable and the Authority shall take appropriate sou moto action against the Respondents 1, 2, 3, 4 and 5 after conducting necessary inquiry.
- B) The above reliefs sought by the Complainant from (d) to (k) are not maintainable and hence dismissed.



Dharmendra Sharma, IAS(Retd)
Chairperson, Goa RERA