



GOA REAL ESTATE REGULATORY AUTHORITY
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F.No:3/RERA/Complaint (543)/2026/ 889

Date:09/06/2026

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

~~Ratnakar Uttam Kannaik,~~

H. No. 1090/E, Madhlawada,

Near Raj Supermarket,

Morjim, North Goa-403512.

.....**Complainant**

Versus

1. M/s Chintamani Realtors

A partnership firm,

Represented by its partners:-

(i) **Mr. Sudhir Dube,**

Address:-

(a) R/o Chintamani Tower, Opp. Football Ground,

Duler Mapusa, Bardez, Goa-403507.

(b) Dube layout, Perena Nagar,

Umarsara, Yavatmal,

Maharashtra-445002

(ii) **Mr. Sushil Triloknath Dube**

Address:-

(a) R/o Chintamani Tower, Opp. Football Ground,

Duler Mapusa, Bardez, Goa-403507.

(b) Dube layout, Perena Nagar,

Umarsara, Yavatmal,

Maharashtra-445002.

.....**Respondents**

Ld. Advocate Neelesh Takkekar along with Adv. Saish Mandrekar
for the complainant.

Respondents absent.

ORDER

(Delivered on this 9th day of the month of June, 2026)

This is a 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 the bonafide purchaser of a Flat bearing
No. 1 as per agreement dated 16.03.2017 (Flat No. FOF-1 as per
occupancy certificate issued by Mapusa Municipal Council) having
super built-up area of 105 sq. mts. located on the Fourth floor
together with parking space in the building complex known and
identified as "CHINTAMANI PLAZA - I" constructed in the
property known as "TOLIECHO SORVO" totally admeasuring
1089 sq. mts. surveyed under Chalta No. 11 of P.T. Sheet No. 91
situated at Khorlim of the City of Mapusa, Bardez, Goa, within the
jurisdiction of Mapusa Municipal Council, of the Sub-District of

Bardez of North Goa. The complainant had a registered Agreement for Construction-Cum-Sale with the respondents, qua the said premises, which is duly registered dated 16.03.2017 in the Office of Sub-Registrar of Bardez at Mapusa-Goa.

3. The respondents in terms of the said Agreement for Construction-Cum-Sale had to complete the said project by building the said flat in all respects as per specifications mentioned in the said Agreement for Construction-Cum-Sale dated 16.03.2017 and had to deliver the valid legal possession of the said premises for ready use and occupation by completing the construction work in all respects qua the said premises to the complainant by March 2018 with grace period of six months from the date of the said Agreement for Construction-Cum-Sale dated 16.03.2017 duly executed between the parties.

4. The respondents in terms of Clause 8 of the said Agreement for Construction-Cum-Sale dated 16.03.2017 agreed that the possession of the said premises shall be given by March 2018 with grace period of six months from the date of receipt by the purchaser in written from the builder that the said premise is ready for occupation and as per Clause 20 of the said Agreement dated 16.03.2017, the respondents had also agreed to assist the

purchasers of the said building in forming a Co-operative Society, Association of persons or such other entity for owing and/or maintaining the said property and/or the said building known as “CHINTAMANI PLAZA-I”. However, the respondents have till date failed to deliver the valid legal possession of the said premises to the complainant, thereby duly executing a Deed of Sale conveying all the rights/title and interest qua the said premises in favour of the complainant within the stipulated period as agreed upon by the respondents in terms of the said Agreement for Construction-Cum-Sale dated 16.03.2017 and also failed in forming a Co-operative Society, Association of persons or such other entity for owing and/or maintaining the said property as agreed upon by the respondents in terms of the said Agreement dated 16.03.2017.

5. The respondents were required to deliver subject premises by completing the said premises in all respects and by duly executing a Deed of sale in favour of the complainant by March 2018 with grace period of 6 month i.e. by 16.09.2018 from the date of agreement for the purpose of conveying all the rights, title and interest in favour of the complainant but, even though the possession of the said premises is already given to the complainant,

the respondents have failed to execute a Deed of Sale conveying all the rights/title and interest qua the said premises in favour of the complainant even after receiving the entire sale consideration amount of ₹. 23,00,000/- (Rupees Twenty three Lakhs Only) and an additional amount of ₹. 10,35,000/- from the complainant, which is paid to the respondents towards the additional works which the respondents were supposed to carryout qua the said premises.

6. It is also the case of the complainant that as per the Agreement for Construction-Cum-Sale dated 16.03.2017, the flat number is mentioned as "Flat No. 1", however; during the time of providing Occupancy Certificate, the Mapusa Municipal Council changed the flat number as "Flat No. FOF-1", for the reasons, best known to the Mapusa Municipal Council.

7. The execution of sale deed in respect of the subject premises along with the proportionate share in the land corresponding to the area of premises is being delayed for no rhyme or reason for more than Seven years and nine months, despite receipt of entire sale consideration and the additional amount. The respondents firstly delayed the handing over of legal possession within the stipulated time period and secondly, the respondents failed to execute a

proper Sale Deed for the purpose of conveying all the rights, title and interest in favour of the complainant. The projections, representations and commitments made by way of agreement have been seriously breached by the respondents.

8. The respondents have also failed to register the said project under the GRERA and is not taking any steps to register the said project before the GRERA Authority. The registration of the project is mandatory and requirement of law, which has been breached by the respondents.

9. The complainant after paying the total sale consideration amount from their hard-earned money feel cheated at the end of the day for not being able to enjoy the benefits of the funds which are invested for buying a home, on the contrary the decision to buy the said premises from the respondents has worked out to be causing serious inconvenience. The complainant had been previously following up with the respondents on the issues through phone calls and personal meetings, which has not yielded any fruitful result. The respondents are now absconding and due to which the complainant is constrained to approach this Hon'ble Authority by invoking the jurisdiction as per the Real Estate (Regulation and Development) Act, 2016

10. The complainant prayed for the following reliefs:
- a) This Hon'ble Authority be pleased to direct the Developer/builder/Respondents to register the project in terms of the RERA Act.
 - b) This Hon'ble Authority also be pleased to direct the Respondents to duly execute sale deed in favour of the Complainant by conveying all the rights/title/interest qua the subject premises bearing No.1 (as per Occupancy Certificate Flat No. FOF-1), having super built-up area of 105 sq. mts. located on Fourth Floor together with a parking space in the building complex known and identified as "CHINTAMANI PLAZA-I" situated at Khorlim of the City of Mapusa, Bardez-Goa along with the proportionate undivided share in the land corresponding to the area of the said premises within a period of 30 days.
 - c) This Hon'ble Authority also be pleased to direct the Developer/builder/Respondents to take immediate steps towards formation of the Co-operative Maintenance Society with respect to the subject building and to form the Co-operative Maintenance Society within a period of 30 days

and thereby transfer the common area in the said building in favour of the society.

11. The respondents were duly served, however inspite of due service by way of publication in the two newspapers, namely English newspaper circulated in Goa, as well as in Marathi newspaper circulated in Yavatmal, Maharashtra, the respondents failed to appear before the Authority and hence, they were treated as duly served as per Order V, Rule 20(1A) of CPC. The respondents were afforded several opportunities, in the interest of justice, for appearance of respondents and filing of the reply. However, the respondents remained elusive.

12. Arguments heard.

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

Sr. No.	Points for determination	Findings
1.	Whether the complainant is entitled to direct the respondents to register the project in terms of RERA Act.	In the affirmative
2.	Whether the complainant is entitled for execution of sale deed in favour of the complainant by conveying all the	In the affirmative.

	rights/title/interest qua the subject premises?	
3.	Whether the complainant is entitled for formation of the Co-operative Maintenance Society with respect to the subject building and to form the Co-operative Maintenance Society?	In the affirmative.
4.	What reliefs, what order	As per final order.

REASONS

Point No. 1

14. Admittedly, the above complaint primarily makes grievances with respect to the issues namely, non-registration of project by the developer in terms of the RERA Act; delay in giving valid legal possession of the subject premises by executing a sale deed in favour of the complainant within a specific time period and non-formation of the Co-operative Maintenance Society with respect to the subject building. The first issue is with respect to non-registration of the project in which the complainant had entered into agreement to purchase the said flat.

15. Discernibly, the Completion Certificate was obtained by the respondents on 05.03.2018 from the Office of NGPDA, subsequent to 01.05.2017 when Section 3 of the RERA Act came into force. Secondly, as per the Part Occupancy Certificate dated

26.05.2021 issued by the Mapusa Municipal Council, the said project is having more than 8 units on Upper Ground floor to Fourth floor, however; the Fifth floor and Sixth floor is not having Occupancy Certificate granted yet by the Mapusa Municipal Council. The plan annexed to Sanad dated 08.03.2017 show an area of 1005 sq. mts. The said project is therefore registrable in terms of Section 3 of the RERA Act, 2016.

16. The Hon'ble Apex Court in Para 33 of *M/s. Newtech Promoters and Developers Pvt. Ltd. vs. State of UP & Ors. Etc* has observed that under Chapter II of the Act 2016, registration of real estate projects became mandatory and to make the statute applicable and to take its place under sub-section (1) of Section 3, it was made statutory that without registering the real estate project with a real estate regulatory authority established under the Act, no promoter shall advertise, market, book, sell or offer for sale, or invite persons to purchase in any manner a plot, apartment or building, as the case may be in any real estate project but with the aid of proviso to Section 3(1), it was mandated that such of the projects which are ongoing on the date of commencement of the Act and more specifically the projects to which the completion certificate has not been issued, such promoters shall be under

obligation to make an application to the authority for registration of the said project within a period of three months from the date of commencement of the Act.

17. Admittedly, the respondents who are the developers of the said project, have not registered with the Authority with respect to the project in which complainant had agreed to purchase the said flat. Needless to mention, it is mandatory for a promoter/builder to register the real estate project in terms of Section 3 of the Act. If any person markets or sells plot or apartment in an unregistered project, it contravenes provisions of Section 3 of the RERA Act. The respondents marketed and sold flats to the unsuspecting buyers including the complainant without complying the mandatory provisions of the Act and therefore, the respondents have committed violation of Section 3 of the Act, punishable under Section 59 of the Act. Hence, the above point is answered in the affirmative.

Point no. 2

18. The second issue is regarding delay in giving valid legal possession of the subject premises by executing a sale deed in favour of the complainant within a specific time period and to prove the same, the complainant produced a registered Agreement

for Construction-Cum-Sale with the respondents qua the said premises, which is duly registered on 16.03.2017 in the Office of Sub-Registrar of Bardez at Mapusa and as per the said Agreement for Construction-Cum-Sale, the flat number is mentioned as “Flat No. 1”, however; during the time of providing Occupancy Certificate, the Mapusa Municipal Council changed the flat number as “Flat No. FOF-1”. The respondents were duty bound to complete the said flat in all respects and had to deliver the valid legal possession of the said premises for use and occupation by completing the construction work in all respects qua the said premises by March 2018 with grace period of 6 months from the date of agreement i.e. by 16.09.2018; however, the respondents till date failed to hand over the legal physical possession of the said premises to the complainant thereby executing a valid Deed of Sale conveying the rights, title and interest qua the said premises in favour of the complainant.

19. Needless to mention, the respondents were unable to deliver the valid legal possession as per law with respect to the said premises to the complainant by executing a sale deed thereby conveying all the rights/title in favour of the complainant qua the said premises, which they failed to do, even after receiving the entire sale consideration amount of ₹.23,00,000/- (Rupees Twenty

three Lakhs Only) and an additional amount of ₹.10,35,000/- from the complainant. The execution of sale deed in respect of the subject premises along with the proportionate share in the land corresponding to the area of premises is being delayed by the developer for no rhyme or reason. There has been a gross delay in handing over legal possession of the premises to the complainant and therefore, the provisions of the RERA Act, more particularly, Section 17 of the Act have to be invoked for directing the respondents to execute sale deed in favour of the Complainant. Hence, the above point is answered in the affirmative.

Point no. 3

20. The next issue is regarding non-formation of the Co-operative Maintenance Society with respect to the subject building. Section 11(4)(e) of the Real Estate Regulatory Authority Act, 2016, mandates the developer to form the association/society for the management of the project. It is the duty of the developers to form a legal society or association of allottees within three months of fifty-one percent of the apartments being booked by the allottees, which ensures property management of common areas and hand over the documents. The complainant had claimed that as per Clause 20 of the said agreement, the respondents had agreed to assist the complainant in the said building in forming a Co-

operative Society, Association of persons or such other entity for owning and/or maintaining the said project, namely, the “CHINTAMANI PLAZA-I”. The complainant has relied upon an affidavit stating that if the respondents fail to form a society thereby transferring the common areas in the building in favour of the society, they would take necessary steps in forming the co-operative society with the majority of individuals who own the flats in the building.

21. A little peep into Clause 20 of the said agreement indicates that the respondents would assist the purchasers and other flat/office premises/garage holders in forming the co-operative society, however till date, the respondents have failed in forming a Co-operative Society, Association of persons or such other entity for owning and/or maintaining the said property and/or the said building in the name of the entity “CHINTAMANI PLAZA-I” as agreed upon by the said developer/builder in terms of the said Agreement dated 16.03.2017. The respondents therefore have failed in their obligations to form the co-operative society in terms of the agreement and the provisions contained in RERA Act. Hence, the above point is answered in the affirmative.

Point no. 4

22. The respondents being developers are liable to register the project, execute a sale deed in favour of complainant and form a co-operative society. The respondents have patently violated the provisions of Sections 3, 11 and 17 of the RERA Act in non-registration of project by the respondents in terms of the RERA Act; non execution of a registered sale deed in favour of the complainant and non-handing over of legal and physical possession of the Flat No.1 (as per Occupancy Certificate Flat No. FOF-1), having super built-up area of 105 sq. mts. located on Fourth Floor together with parking space in the building complex known and identified as "CHINTAMANI PLAZA-I" situated at Khorlim of the City of Mapusa, Bardez-Goa in accordance with the terms of the said Agreement for Construction-Cum-Sale dated 16.03.2017 and non-formation of the Co-operative Maintenance Society with respect to the subject building and therefore, the respondents are liable to pay an amount of ₹5,00,000/- (Rupees Five Lakhs only) as penalty under Section 59 and 61 of the Act for violation of Section 3, 11 and 17 of the RERA Act.

23. The complainant is also entitled for costs for prosecuting the matter since 17.01.2026 before the Authority and from the year 2018, when the respondents promised to complete the project and

deliver the valid legal possession of the said premises for ready use and occupation by completing the construction work in all respects qua the said premises to the complainant by March 2018 with grace period of 6 months from the date of signing of the said Agreement for Construction-Cum-Sale dated 16.03.2017 which was duly executed between the parties, which they failed to do. Moreover, the complainant have invested his hard-earned money in the project, only to be denied completion of the premises in time, handing over possession and execution of the sale deed. It is therefore a reasonable costs of ₹. 2,00,000/- (Rupees Two Lakhs only) can be safely awarded to the complainant, for prosecuting a case against the respondents, for contravening and ignoring the clear provisions of Section 3, 11, 17 of the RERA Act, which amount shall be borne by the respondents Hence, the above point is answered accordingly.

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

ORDER

- i. The respondents shall register the complex known and identified as “CHINTAMANI PLAZA-I” situated at Khorlim of the City of Mapusa, Bardez-Goa, in terms of

Section 3 of the of the Real Estate (Regulation and Development) Act, 2016 within 60 days from today.

- ii. The respondents are directed to execute a sale deed in favour of the complainant, with respect to the Flat No. 1 (as per Occupancy Certificate Flat No. FOF-1), having super built-up area of 105 sq. mts. located on the Fourth floor together with parking space, alongwith the proportionate undivided share in the land corresponding to the area of the said premises in the building complex known and identified as "CHINTAMANI PLAZA-I" situated at Khorlim of the City of Mapusa, Bardez-Goa in accordance with the terms of the said Agreement for Construction-Cum-Sale dated 16.03.2017, in terms of Section 17 of the RERA Act, within 60 days from today.
- iii. The respondents are also directed to form the Co-operative Maintenance Society with respect to the subject building in accordance with the terms of the said Agreement for Construction-Cum-Sale dated 16.03.2017, within 60 days from today.
- iv. The respondents are directed to pay costs of ₹ 2,00,000 (Rupees Two Lakhs only) to the complainant, within 60 days

of the order, failing which it will carry interest in terms of law, till effective payment.

- v. The respondents are directed to pay ₹5,00,000/- (Rupees Five Lakhs only) as penalty under Section 59 and 61 of the Act for violation of Section 3, 11 and Section 17 of the RERA Act. The amount shall be deposited into the bank account of the Authority, within 60 days, failing which necessary proceedings will be initiated against the respondents.
- vi. 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.


(Vincent D'Silva)

Member, Goa RERA

Panaji, Goa,

Dated: 09.06.2026.