GOA REAL ESTATE REGULATORY AUTHORITY
101, 1st Floor, 'SPACES' Building, Plot No. 40, EDC Patto Plaza, Panaji 403 001
www.rera.goa.gov.in
Tel: 0832-2437655; e-mail: goa-rera@gov.in

F.No:3/RERA/Complaint (485)/2025/636 Date: 23/04/2026

(BEFORE THE MEMBER, SHRI VINCENT D'SILVA)

Sonia Singh Bhardwaj,

N14 29H, First Floor,

DLF Phase 2,

Gurgaon, Haryana-122002. **.....Complainant**

Versus

Aansav Realty & Infrastructure Pvt. Ltd.

Through its managing Director,

Mr. Aatish Anoop Babani,

106, WDC Enclave,

Mabai Hotel Complex, Near Grace Church,

Margao, Salcete-Goa, 403601. **.....Respondent**

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

Ld. Advocate Shri Pritesh Shetty for the respondent.

ORDER

(Delivered on this 23rd day of the month of April, 2026)

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

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

The complainant is a purchaser of an apartment bearing no. P102, admeasuring an area 137 sq. mts. of super built up area situated on the first floor of the building 'P' of the complex named as "AANSAV VERDE PHASE III" constructed in the plot of land admeasuring an area of 5680 sq. mts. identified as "Plot-A" forming the part of the property known as "LANGOTEM" bearing survey No. 94/3 situated at Varca, Salcete, Goa. The complainant is having a valid 'Allotment Letter' qua the said premises, which is duly issued by the respondent in the capacity of prospective vendor-cum-developer in favour of the complainant. The said allotment letter clearly mentions the details pertaining to the said premises allotted to the complainant and also mentions the payment schedule towards purchase of the said premises and the total consideration of said premises was ₹. 53,00,000/-in addition ₹ 1,50,000/- towards maintenance charges and ₹. 25,000/- towards electricity and water connection.

3. The respondent had to compete the said apartment 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 2019, however, the developer/respondent have till date failed to complete the construction work of the said premises in all respects and also failed to handover the legal physical possession of the said premises to the complainant by executing a valid deed of sale conveying the rights, title and interest qua the said premises in favour of the complainant. The complainant in terms of the said allotment letter has paid an amount of ₹.40,86,236/- till date to the respondent, out of the total agreed sale consideration of ₹.53,00,000/- towards purchase of the said premises and that out of

the said amounts of ₹. 40,86,236/-, an amount of ₹. 27,86,236/- is paid in cheques and bank transaction and the balance amount of ₹. 13,00,000/- is paid to the respondent in cash component.

4. There is a delay of more than five years and the statutory interest for delayed possession ought to be granted from 2019 till actual valid legal handing over of possession by completing the construction works qua the said premises in all respects and execution of sale deed in favour of the complainant. The respondent have also failed to execute sale deed of favour of the complainant qua the said premises even after receiving more than 75% of the agreed total sale amount of ₹. 53,00,000. The completion of construction of the said premises and 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.

5. The respondent had carried out sub-standard construction work relating to the said premises due to which the complainant has suffered great loss and hardship. There are serious defects with regards to workmanship and quality of construction which raises concerns over the reliability and aesthetics of the premises. The complainant has been following up with the respondent on these issues through emails, whatsapp messages and also through phone calls and personal meetings, which has not yielded any fruitful result, due to which the complainant is constrained to approach the Hon'ble Authority by invoking the jurisdiction as per the Real Estate (Regulation and Development) Act, 2016.

6. The complainant sought for the following reliefs:

a) This Hon'ble Authority be pleased to direct the Developers to pay compensation in terms of Section 18 of the Act by

granting interest on the sale consideration amount from the stipulated date till actual handing over legal valid possession till obtaining occupancy certificate.

b) This Hon'ble Authority be pleased to direct the Developers to register the project in terms of the RERA Act.

c) This Hon'ble Authority be pleased to direct the Developers to complete the construction of the said premises in all respects within a period of 6 months.

d) This Hon'ble Authority also be pleased to direct the Developers to execute sale deed in favour of the Complainant by conveying all the rights/title/interest qua the subject premises along with the proportionate share in the land corresponding to the area of the premises and to hand over the valid legal possession of the said premises to the Complainant within a period of 60 days after completion of construction of the said premises in all respects.

e) Any other Order that this Hon'ble Authority may deem fit and proper in the nature and circumstances of the case.

7. The respondent filed a reply inter-alia contending that the complaint is not maintainable as the complainant is merely an investor who invested in project in 2015; the respondent has cancelled the allotment letter and after receiving termination letter dated 15.03.2023, the complainant has failed to make any further payments. The allotment letter was issued prior to RERA coming into force and after registration of RERA, a tentative draft agreement was sent to the complainant for execution but the complainant failed to comply as she was unwilling to bear the

required stamp duty and registration fees; the complainant only paid a total of ₹. 27,26,429/- and not ₹. 40,86,236/- as falsely claimed by the complainant.

8. The complainant was consistently in breach by delaying payments for construction already completed and refused to execute the agreement for sale due to financial constraints. Post cancellation, the complainant has not made any payments whatsoever. The present dispute is of civil nature and it does not pertain to any contravention of the Real Estate (Regulation & Development) Act, 2016. The complainant has approached the Hon'ble Authority with unclean hands and therefore, the complaint be dismissed. The complainant would not come under purview of an 'allottee' under the said Act due to refusal to execute agreement and make timely payments as per Section 13 r/w 19(6) and (7) of the Act.

9. There exists no valid allotment letter in favour of the complainant, as the same already stands cancelled. The unregistered document relied upon by the complainant carries no legal sanctity and therefore, no credence or evidentiary value can be attached to such a document. The complainant was never inclined to execute or register any agreement, since her conduct and dealings clearly indicated that she intended to participate in the project only in the capacity of an investor and not as a genuine allottee or purchaser and did not execute the agreement for sale when requested, to save on cost of stamp duty and registration.

10. The allegation that the complainant paid ₹.13,00,000/- in cash is false and concocted, as no valid receipt exists and as per RERA norms, all payments are mandatorily required to be routed through the designated RERA account. The respondent came to

know that the complainant was facing financial difficulties and was therefore unable to execute the agreement or continue with her commitments and in view of such default and breach by the complainant, both parties mutually agreed to cancel the allotment. The respondent, out of goodwill even offered to refund the principal amount along with interest. The said allotment stood duly cancelled, and no enforceable right now survives in favour of the complainant.

11. The respondent, due to unavoidable circumstances and the complainant's own breach, was constrained to terminate the said allotment by issuing a termination letter dated 15th March 2023. Once the said allotment was terminated and the termination was accepted by the complainant, the contractual relationship between the parties stood concluded. Hence, the demand for possession or enforcement of any rights under the cancelled allotment is legally untenable, barred by estoppels and contrary to the principles of equity and settled law. The issue of delivery of possession does not arise, since the allotment letter already stands terminated and the execution of a sale deed can arise only, if a valid and subsisting contract exists between the parties and in such circumstances, the only remedy available to the complainant, if any, would be to seek recovery of money before the competent Civil Court, and not before this Hon'ble Authority.

12. Argument heard. Notes of written arguments came to be placed on record by the parties.

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 Block 'P' of the said project 'Aansav Verde' of the respondent where the apartment is situated is covered by registration in terms of RERA Act?	In the affirmative.
2.	Whether the complainant is entitled for the execution of the sale deed by conveying all rights/ titles/interest qua the subject premises and handover valid legal possession of the said premises along with delayed interest.	In the affirmative.
3.	Whether the complainant is entitled for directing the respondent to complete the construction of the said premises in all respects.	In the negative.
4.	Whether the complainant is entitled for compensation in terms of Section 18 of the Act	In the negative.
5.	What reliefs, what order?	As per final order

REASONS

Point No. 1

14. Ld. Advocate Shri Neelesh Takkekar for the complainant has submitted that the complainant primarily makes grievance with respect to non registration of the project by the respondent in terms of RERA Act as the respondent in breach of statute has not registered the said project namely "Aansav Verde Phase-III" in terms of rules framed by the State and therefore, has not discharged its burden to prove that the said project is duly registered in terms of Section 3 of the Act. He further submitted that the developer has

to provide several details stipulated in Section 4(2)(c) of the Act by providing at the time of registration an authenticated copy of approvals and commencement certificate from the Competent Authority, with respect to the project proposed to be developed in phases, but the respondent has not produced any such documents nor brought to the notice of the Authority that block 'P' in building in the said project is covered by RERA registration.

15. Per contra, Ld. Advocate Shri Pritesh Shetty for the respondent has submitted that the said project has been registered with Goa RERA under registration no. PRGO08180382 as 'Aansav Verde' and the project is being executed building wise and multiple buildings are already being completed and necessary occupancy certificates have being issued and customers are residing in the respective units and the present unit falls under building 'P' of the said project. The complainant is fully aware of the said registration and the allegation that the respondent has not taken steps to register the project is false, misleading and baseless.

16. Discernibly, the project under the name of 'Aansav Verde' has been registered under No. PRGO08180382 by Goa RERA. The documents including the site plans produced on record indicate that the apartment bearing No. P-102 allotted to the complainant admeasuring an area of 137 sq. mts of super built up area situated on the first floor of the building 'P' constructed in the plot of land admeasuring an area 5680 sq. mts. identified as "Plot A" forming the part of the property known as 'Langotem' is found registered by Goa RERA under the name of 'Aansav Verde' under No. PRGO08180382. There is no project by name "Aansav Verde Phase-III" registered by the Authority, which is incorrectly

mentioned in the allotment letter by the respondent. The said premises allotted to the complainant is situated in block 'P' in the project 'Aansav Verde' and said block 'P' including other blocks is registered on 03.08.2018 by the Authority. It is therefore, the contention of Ld. Adv. Shri Neelesh Takkekar that project is yet to be registered cannot be accepted. Hence, above issue is answered in the affirmative.

Point No. 2

17. Ld. Advocate Shri Neelesh Takkekar for the complainant has submitted that there is delay in giving valid legal possession of the subject premises by executing a sale deed by the respondent in favour of the complainant, inspite of having an allotment letter, qua the said premises, which is duly issued by the respondent. The respondent has admitted in the written statement that the building is scheduled to be completed by the end of December 2025 although, the respondent have to complete the said apartment in all respects and had to deliver the valid legal possession of the said premises, which the respondent have failed to complete and deliver the said premises as per law. The respondent have no right to terminate the said allotment as per letter dated 15.03.2023 when more than seventy-five percent of agreed total amount has been paid to the respondent. There has been gross delay in completing the construction of said premises and handing over the possession to the complainant and therefore, the complainant is entitled for the reliefs prayed.

18. Per contra, Ld. Advocate Shri Pritesh Shetty, for the respondent has submitted that the complaint is not maintainable as the respondent has lawfully terminated and cancelled the allotment letter dated 15.03.2023 and the complainant has not paid any

further payments, whatsoever. The complainant was consistently in breach of her contractual obligations by delaying stage wise payments for construction already completed and by refusing and neglecting to execute the agreement for sale on account of her financial constraints and once, the allotment letter stands validly cancelled under Section 11(5) of the Act, the Authority lacks jurisdiction to adjudicate the claims for specific performance of the contract.

19. Ld. Advocate Shri Pritesh Shetty has also submitted that the complainant is an investor and not a bonafide homebuyer and has failed to pay the consideration amount of ₹.61,53,270/- and despite repeated requests, the complainant failed to adhere to the payment schedule as the total amount actually received by the complainant is ₹.29,71,350/- for which proper receipts were issued and the amounts have been duly accounted for. The respondent offered to refund the said principal amount with interest and the parties mutually agreed to cancel the agreement on 15.03.2023. The complaint cannot be entertained in the absence of agreement between the parties and non-payment of installment as per the schedule. The complainant has come to the Authority with unclean hands and was unwilling to make the payments within specified time, which was contrary to the agreement and therefore, the complaint be dismissed.

20. The moot consideration after ensembling the contentions of the parties is whether the complainant, being an allottee, is a 'defaulter' in payment of the installments or whether the respondent, being a developer, has lawfully terminated the allotment letter on the ground of non-payment of installments.

21. Admittedly, the complainant and respondent entered into an agreement for sale of an apartment no. P102 admeasuring 137 sq. mts. of super built up area of 1st floor 'Block P' of the complex by way of an allotment letter, without any date, for a sum of ₹.53,00,000/- excluding maintenance charges of ₹.1,50,000/- for 5 years and ₹.25,000/- for electricity and water connection, with a payment schedule as reflected in the said allotment letter.

22. There is therefore buyer-builder relationship between the complainant and respondent by virtue of the said allotment letter, executed between the parties, although no date of completion is reflected in the said allotment letter. There is no dispute that the first payment towards the booking of the apartment was effected on 10th July 2015 by the complainant. It is well settled by the Hon'ble Apex Court in the case of ***M/s Fortune Infrastructure (M/s Hicon Infrastructure) and Anr. V/s Trevor D'Lima and Ors*** *[(2018)5 SCC 442]* that when the date of possession is not mentioned in the agreement, the promoter is expected to hand over possession of the unit within a reasonable time and a period of three years held to be a reasonable time. It therefore follows that the project had to be completed within a period of 03 years from payment of the first installment, which is by 10th July 2018, that is, three years from the payment of first installment by the complainant, as held by the Hon'ble Apex Court in the case of *M/s Fortune Infrastructure,* supra.

23. The respondent had allegedly terminated the allotment letter vide letter dated 15.03.2023. In the said letter allegedly addressed to the complainant, the respondent has stated thus:

"after multiple deliberation and reconsiderations with regards to your difficulties in making timely payments and also non-cooperation in executing agreement for sale, we regret to inform you that the allotment of the residential unit 3 BHK Apt, P-102 at Aansav Verde, Langotem, Varca, which was previously issued to you via our allotment letter stands cancelled with immediate effect.

This cancellation has been necessitated in accordance with the RERA Act due to non-compliance with payment schedule on various occasions as well as non execution of the agreement for sale after multiple reminders. We understand that this may cause inconvenience, and we sincerely apologize for the same.

Your payments received towards the said unit along with applicable tax details and dates of deposit are mentioned below. As an investor and considering mutual goodwill we are not deducting standard applicable deductions, we request you to furnish us with bank details to transfer the same to you alternatively, the refund cheque for the same along with interest thereon can be collected from our office at the above mentioned address at your convenience."

24. The undated allotment letter shows payment schedule namely, time of payments and percent of total consideration from signing of the agreement/booking. It states that payment to be made on signing of the

agreement/booking is ₹. 5,00,000/-; Upon the completion of footing is ₹. 5,00,000/-; Upon the completion of plinth is ₹. 5,00,000/-; Upon the completion of first slab is ₹. 5,00,000/-; Upon the completion of second slab is ₹. 5,00,000/-; Upon the completion of walls ground floor is ₹. 5,00,000/-; Upon the completion walls first floor is ₹. 5,00,000/-; Upon the completion of final slab is ₹. 5,00,000/-; Upon the completion of second floor walls is ₹. 5,00,000/-; Completion of plumbing, kitchen and bathroom is ₹. 3,00,000/-; Completion of flooring is ₹. 2,00,000/-; Completion of electric work is ₹. 1,00,000/-; Upon internal and external painting is ₹. 1,00,000/-; Five days before possession is ₹. 1,00,000/-; Five days before delivery of possession: a) Maintenance charges is ₹. 1,50,000/-; b) Deposit (Electricity/ water) is ₹. 25,000/-.

Needless to mention, the above payment schedule is not acted upon nor has the respondent demanded the amount as per the above schedule of payment.

25. The respondent however preferred to cancel the allotment letter, as according to the respondent, it was necessitated due to non compliance by the complainant with payment schedule, on various occasions, as well as non execution of the agreement for sale after multiple reminders. The respondent on the reverse page of the cancellation letter has specified the due dates of the amount to be received; date of amount received, amount received, ST/GST; total taxable account and the total interest amount. The respondent has claimed that the total amount received from the complainant

as per the cancellation letter was ₹.29,71,350/. The chart as per reverse page of the cancellation letter shows that the complainant has paid the amount mentioned from 27.06.2015 till 10.11.2022, although the due dates have been mentioned throughout in the said cancellation letter as 31.3.2023. If the amount has been paid by the complainant prior to the due dates as per the alleged cancellation letter, one fails to understand the need for cessation of the agreement as per the alleged cancellation letter dated 15.03.2023.

26. The respondent, however as an afterthought have relied upon some e-mails in support of cancellation of the said allotment letter. The respondent through Ms. Chivonne Lobo, Manager, Sales and Marketing of respondent issued first email to Vikram, with a copy to the complainant on 10.03.2021 for payment of at least part amount of ₹.6,00,000/- by 25th March 2021 claiming that second floor slab of the said apartment is completed. There is no dispute that the complainant has paid the amount of ₹.2,50,000/- on 26.07.2021 as per the allotment letter and there is no grievance for delay as well as less payment. The respondent through Ms. Chivonne Lobo issued another email to Vikram with a copy to the complainant on 06.04.2021 requesting to pay below mentioned payment and to confirm once the funds are transferred and share the transaction details of the same. However, no such details of payment have been mentioned in the said email.

27. The respondent through said Ms. Chivonne Lobo issued third email to complainant with a copy to Vikram as well as to the respondent on 16.04.2021 claiming they have completed

construction until the first floor walls in block 'P' and the current outstanding amount including GST is ₹.5,24,946/-. The complainant, however has paid an amount of ₹.2,50,000/- on 15.12.2021 as per said cancellation letter and there is no grievance for delay as well as less payment. The respondent through said Ms. Chivonne Lobo issued another email to Vikram with a copy to complainant on 06.08.2021 stating that the second floor walls of P1 block is completed and pending payment is ₹.5,26,786/-. The schedule as per the cancellation letter shows that the complainant paid an amount of ₹.4,00,000/- as on 23.08.2022 and there is no grievance for delay as well as less payment from the respondent.

28 The respondent through Ms. Chivonne Lobo issued another email to Vikram Bhardwaj with a copy to complainant on 08.11.2021 regarding construction update. The respondent through Ms. Chivonne Lobo issued another email to Vikram Bhardwaj with a copy to the complainant on 14.01.2022 stating that the final slab of P1 is completed and to make payment for ₹.4,53,572/- with GST. The complainant has paid as per cancellation letter an amount of ₹.2,00,000/- on 10.11.2022 and there is no grievance for delay as well as less payment on the part of the respondent.

29. The respondent has not issued any letter regarding pending dues as on 15.03.2023 nor it the case of the respondent that the complainant has failed to pay installments as per the schedule or paid lesser amount than due, when it is their own case that the complainant was paying the amount, even prior to the due dates. There is therefore no justification to issue a letter of cancellation of allotment, when as per the said letter, the complainant has paid the amounts, prior to the due date. It is therefore, the case of the

respondent that the cancellation was necessitated due to non compliance by the complainant with payment schedule, on various occasions, after multiple reminders, falls flat.

30. The materials placed on record therefore do not indicate that the complainant failed to make payments demanded by the respondent as per the allotment letter. The respondent has not issued any demand letter to pay the outstanding balance consideration as per construction linked plan, more so when the project was not completed as per construction linked plan nor the respondent has uploaded the stages of construction in the form of QPR on the website of the Authority regarding the stage of construction of building, each floor, interior infrastructure, common area with photographs. The cancellation letter is therefore merely a ruse to deny valid legal possession to the complainant, when the complainant was not a 'defaulter' as fallaciously claimed by the respondent.

31. Even, if the amount is not paid by the complainant as per the allotment letter, the respondent had not completed the project in terms of the allotment letter nor obtained the completion certificate as well as the occupancy certificate prior to alleged cancellation of the said allotment letter. The respondent was under obligation to complete the project within 03 years of undated allotment letter, which would be on 10th July, 2018. The respondent has produced on record the completion certificate issued by Dy. Town Planner dated 21.11.2025, which is indication of the fact that since last 07 years, the respondent was unable to complete the said project and obtain completion as well as occupancy certificate. The respondent is under statutory obligation as a promoter to complete the project

under Section 11(4)(b), obtain a completion certificate/occupancy certificate from the relevant competent Authority and thereafter, execute a sale deed under Section 17 of the Act, which they failed to do.

32. The documents on record clearly show that the complainant has made payment as demanded by the respondent and that there is no default on the part of the complainant in making payments, on the contrary, the respondent has failed to complete the project in time and has cancelled the agreement for no fault of the complainant, when the said project was not completed on time. The promoter under Section 11(5) of the Act could cancel the allotment only in terms of agreement for sale. There is no such clause in the allotment letter for cancellation of the agreement nor there a default on the part of the complainant. There is also no force majeure event prior to the proposed date of delivering the possession as per the allotment letter. The occupancy and completion certificate clearly show that the project could not be completed on the proposed date of possession and that the respondent has gratuitously cancelled the agreement with ulterior motive not linked to the fault of the complainant.

33. The respondent has also taken the amount from complainant with respect to the apartment without executing an agreement for sale as required under Section 13 of the Act. The voice-over of the respondent that the complainant was refusing and neglecting to execute the agreement for sale on account of her financial constraints is dehors any evidence. The complainant therefore cannot be labeled as a 'defaulter' as impishly projected by the respondent. The complainant being a bonafide allottee had a

statutory right to stop further payments, as the respondent had fallen in breach to complete the project and deliver the apartment, as per the agreement. It is therefore, the respondent has contravened the statutory duty and obligation in delivering the apartment complete in all respects, to the complainant, on or before 15th July, 2018 and therefore, the termination of the allotment letter dated 15.3.2023 is illegal, wrongful and without sanction of law, based on fanciful ground of non-payment by the complainant, as per the agreement.

34. The parties are at loggerheads regarding the amount paid towards the consideration as both the parties have different versions to offer. The respondent has alleged that the complainant has not paid the entire sale consideration of subject unit payable of ₹.61,53,270/- and has only paid an amount of ₹.29,71,350/-. as per the cancellation letter, on the contrary the complainant has averred that a sum of ₹.40,86,236/- has been paid by the complainant to the respondent.

35. The complainant has produced on record the Whatsapp chats from the year, 2020 to 2025, between the complainant, respondent, Vikram Bhardwaj and Ms. Chivonne Lobo which clearly reflect the conversation between four of them, with respect to the premises and the amount to be paid for the said apartment. The whatsapp chats are admittedly after the alleged termination letter issued by the respondent. The whatsapp chats at Exh. 99/c between Ms. Chivonne Lobo and Vikram Bhardwaj on 25.02.2025 points out to the fact that an amount of ₹.8,92,649/- was outstanding balance as on 25.02.2025 and the said figure does not include the stamp duty

and registration amount with respect to the apartment agreed to be purchased by the complainant.

36. The fact that Ms. Chivonne Lobo is the manager, sales and marketing of the respondent is not in dispute. There is no evidence adduced by the respondent, to the contrary nor it is their case that the said whatsapp chats are conjured or fabricated. Ms. Chivonne Lobo has confirmed on 25.02.2025, much after the alleged cancellation letter dated 15.03.2023 that the approximate amount towards stamp duty and registration charges would be around ₹.2,82,800/- and the balance outstanding amount for the said apartment is ₹.8,92,649/- (Rupees eight lakhs ninety-two thousand, six hundred and forty nine only).

37. The whatsapp chats, as stated above, are clear indication of the fact that the balance outstanding amount towards the purchase of the apartment is ₹. 8,92,649/ (Rupees eight lakhs ninety-two thousand, six hundred and forty nine only) and not what is deceitfully claimed by the respondent. The allegation of the respondent that the complainant has not paid the entire sale consideration of subject unit payable of ₹.61,53,270/- and has only paid an amount of ₹.29,71,350/- cannot be accepted in view of clear admission by the respondent as stated above. It is therefore sufficiently proved that the complainant was not a 'defaulter' in payment of the installments and that the respondent has unlawfully and illegally terminated the allotment letter on false and concocted grounds and that the complainant is liable to pay only ₹.8,92,649/ as balance outstanding amount towards purchase of the said apartment. The complainant is therefore entitled for the execution of the sale deed by conveying all rights/titles/interest qua the

subject premises and handover valid legal possession of the said premises along with delayed interest. Hence, the above point is answered in the affirmative.

Point No. 3

38. The complainant has claimed that the respondent has failed to complete the construction work of the said premises in all respects and till date has failed to hand over legal and physical possession qua the said premises, which case has been rebutted by the respondent. Admittedly, the respondent obtained the completing certificate on 21.11.2025 and occupancy certificate on 4.12.2025. The said documents are produced on record by the respondent only on 23.3.2026, with a copy to the complainant.

39. It is well settled by Hon'ble Madras High Court in the case of ***Serene Adinath Retirement Community Apartment Owners' Association V/s Covai Property Centre India Pvt. Ltd. and Ors, (2025) ibclaw.in 1434 HC*** that once the completion certificate is issued, it is presumed that the project has been developed according to the sanction plan, layout plan specifications, as approved by the Competent Authority under the local law. It is therefore the complainant cannot allege that the said construction is incomplete, as on date. If the complaint is aggrieved on account of deficiency in service on the part of the respondent, it is always open to the complainant to approach the appropriate authority for necessary reliefs. Hence, the above point is answered in the negative.

Point No. 4

40. Under Section 71 of the RERA Act, compensation under Sections 18 of the RERA Act has to be adjudged only by the Adjudicating Officer. Accordingly, the above prayer for

compensation has to be dealt with by the Adjudicating Officer for adjudging the compensation, if any. The complainant may prefer an application before the Adjudication Officer for compensation, if so desires. Hence, the above point is answered in the negative.

Point No. 5

41. In the case of *M/s Newtech Promoters and Developers Pvt. Ltd. vs. State of UP and others, 2021 SCC, Online 1044,* the Hon'ble Supreme Court has clarified that "if the promoter fails to give possession of the apartments, plot or building within the time stipulated under the terms of the agreement, then allottee's right under the Act to seek refund/claim/***interest for delay*** is unconditional and absolute, regardless of unforeseen events or stay orders of the Court/Tribunal". The relevant abstract is reproduced below for ready reference:

> "25. *The unqualified right of the allottee to seek refund referred to under Section 18(1)(a) and Section 19(4) of the Act is not dependent on any contingencies or stipulations thereof. It appears that the legislature has consciously provided this right of refund on demand as an unconditional absolute right to the allottee, if the Promoter fails to give possession of the apartment, plot or building within the time stipulated under the terms of the agreement regardless of unforeseen events or stay orders of the Court/Tribunal, which is in either way not attributable to the allottee/ home buyer, the Promoter is under an obligation to refund the amount on demand with interest at the rate prescribed by the State Government including compensation in the manner provided under the Act with the* ***proviso that if the allottee does not wish***

to withdraw from the project, he shall be entitled for interest for the period of delay till handing over possession at the rate prescribed."

42. The Hon'ble Supreme Court in the case of ***"Imperia Structures Ltd. Vs. Anil Patni and Another" 2020(10) SCC 783*** has held in Para 25 with respect to provisions of Section 18 of the Act and the same is reproduced here-in-below:-

"25. *In terms of Section 18 of the RERA Act, if a promoter fails to complete or is unable to give possession of an apartment duly completed by the date specified in the agreement, the promoter would be liable, on demand, to return the amount received by him in respect of that apartment, if the allottee wishes to withdraw from the project. Such right of an allottee is specifically made "without prejudice to any other remedy available to him". The right so given to the allottee is unqualified and if availed, the money deposited by the allottee has to be refunded with interest at such rate as may be prescribed.* ***The proviso to Section 18(1) contemplates a situation where the allottee does not intend to withdraw from the project. In that case he is entitled to and must be paid interest for every month of delay till the handing over of the possession. It is up to the allottee to proceed either under Section 18(1) or under proviso to Section 18(1).***"

43. Admittedly, the complainant and respondent entered into an agreement for sale of an apartment no. P102 admeasuring 137 sq.

mts. of super built up area of 1st floor 'Block P' of the complex by way of an allotment letter, for a sum of ₹.53,00,000/- excluding maintenance charges of ₹.1,50,000/- for 5 years and ₹.25,000/- for electricity and water connection. The whatsapp messages at Exh. 99/c between Ms. Chivonne Lobo and Vikram Bhardwaj on 25.02.2025 points out to the fact that an amount of ₹.8,92,649/- was outstanding balance as on 25.02.2025 and the said figure does not include the stamp duty and registration amount with respect to the apartment agreed to be purchased by the complainant.

44. There is no dispute that the respondent obtained completion certificate on 21.11.2025 and the occupancy certificate was issued on 4.12.2025 and that as per the said allotment letter as discussed above, the respondent was under obligation to complete the project within three years of the allotment letter/payment of first installment and deliver the possession of the apartment to the complainant on or before 10th July, 2018. The respondent has failed in its obligation, responsibility and functions under the provision of the Act in completion of the project and handing over possession of the apartment with occupancy certificate to the complainant in terms of the allotment letter and to execute a registered conveyance deed in favour of the complainant by payment of balance amount, as stated above.

45. It is thus the contention of the respondent as regards to cancellation of the allotment letter and failure to pay the consideration amount as adumbrated by the respondent, will not come to the rescue of the respondent, from legal liabilities and corresponding legal rights accrued to the complainant under the RERA Act. The complainant is therefore entitled for possession of

the apartment, execution of the sale deed, as well as delayed interest in terms of law, subject to the payment of the balance outstanding amount of ₹.8,92,649/-(Rupees eight lakhs ninety-two thousand, six hundred and forty nine only) as discussed above.

46. Rule 18 of The Goa Real Estate (Regulation and Development) (Registration of Real Estate projects, Registration of Real Estate agents, Rates of Interest and Disclosures on websites) Rules, 2017 states as follows:

> "18. *Rate of interest payable by the promoter and the allottee.*—The rate of interest payable by the promoter and the allottee shall be the State Bank of India highest Marginal Cost of Lending Rate plus two percent, provided that in case the State Bank of India Marginal Cost of Lending Rate is not in use, it would be replaced by such benchmark lending rates, which the State Bank of India may fix from time to time for lending to the general public."

47. It is therefore having regard to the fact that the respondent, being the promoter, has failed to adhere to its contractual and statutory obligations, is duty bound to execute the sale deed in terms of Section 17 and pay interest @ 10.80% (i.e. 8.80% plus 2%) to the complainant for every month of delay, on the sum of ₹. 44,07,351/- (Rupees forty-four lakhs, seven thousand, three hundred and fifty-one only) i.e, the total consideration amount of ₹.53,00,000/-, minus, the balance outstanding amount of ₹. 8,92,649/- [₹.53,00,000 - ₹.8,92,649], from 10th July, 2018 till handing over of valid and legal possession of the said apartment

hundred and fifty-one only) i.e, the total consideration amount of ₹.53,00,000/-, minus, the balance outstanding amount of ₹. 8,92,649/- [₹.53,00,000 - ₹.8,92,649], from 10th July, 2018 till handing over of valid and legal possession of the said apartment and execution of sale deed in favour of the complainant in terms of Section 18 read with Rule 18 of the Goa Real Estate (Regulation and Development) (Registration of Real Estate projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on website) Rules, 2017 as the respondent has failed to complete and was unable to give possession of the said apartment, in accordance with the terms and conditions of the agreement, between the parties.

48. The respondent has clearly violated the provisions of Section 17 and Section 18 of the RERA Act in not executing a registered conveyance deed in favour of the complainant and handing over legal and physical possession of the apartment bearing no. P-102, admeasuring an area 137 sq. mts. of super built up area situated on the first floor of the building 'P' of the complex named as "AANSAV VERDE" in accordance with the terms of the agreement by way of undated allotment letter issued by the respondent to the complainant and therefore, the respondent is liable to pay an amount of ₹10,00,000/- (Rupees ten Lakhs only) as penalty under Section 61 of the Act for violation of Section 17 and Section 18 of the RERA Act.

49. The complainant is also entitled for costs for prosecuting the matter since 16.06.2025 before the Authority and from the year 2015 when the respondent promised to complete the project and deliver the apartment to the complainant on or before 10the July,

2018, which it failed to do as the completion certificate was obtained as late as on 21.11.2025. Moreover, the complainant is a woman who has invested her 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 on the ground not substantiated with any evidence by the respondent. It is therefore a reasonable costs of ₹.5,00,000/- (Rupees five Lakhs only) can be safely awarded to the complainant, for prosecuting a case against the respondent, for contravening and ignoring the clear provisions of Section 17 and Section 18 of the RERA Act, which amount shall be borne by the respondent. Hence, the above point is answered accordingly.

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

ORDER

i. The respondent is directed to execute a sale deed in favour of the complainant, along with the proportionate share in the land corresponding to the area and hand over the valid legal possession in respect of the premises namely, apartment bearing no. P-102, admeasuring an area 137 sq. mts. of super built up area situated on the first floor of the building 'P' of the complex named as "AANSAV VERDE" constructed in the plot of land admeasuring an area 5680 sq. mts., identified as "Plot-A" forming the part of the property, known as "LANGOTEM" bearing Survey No. 94/3 of village Varca, situated at Varca, Salcete, Goa, subject to payment of outstanding amount of ₹.8,92,649/-(Rupees eight lakhs ninety-two thousand, six hundred and forty nine) to the respondent, in terms of Section 17 of the RERA Act, within 60 days from today.

over of valid and legal possession of the said apartment and execution of sale deed in favour of the complainant.

iii. The respondent is directed to pay costs of ₹5,00,000 (Rupees five Lakhs only) to the complainant, within 60 days of the order, failing which it will carry interest in terms of law, till effective payment.

iv. The respondent is directed to pay ₹10,00,000/- (Rupees Ten Lakhs only) as penalty under Section 61 of the Act for violation of Section 17 and Section 18 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.

v. The respondent is 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.

23-04-2026

(Vincent D'Silva)
Member, Goa RERA

Panaji, Goa.

Dated: 23.04.2026.

Corrigendum

50.(ii). The respondent is also directed to pay interest @ 10.80% to the complainant for every month of delay, on the sum of ₹. 44,07,351/- (Rupees forty-four lakhs, seven thousand, three hundred and fifty-one only) from 10th July, 2018 till handing over of valid and legal possession of the said apartment and execution of sale deed in favour of the complainant.

Note: Corrigendum drawn as per Order dated 06.08.2026 on exhibit 449/c.

06-08-2026

(Vincent D'Silva)
Member, Goa RERA

Panaji, Goa.

Dated: 06.08.2026.