



**GOA REAL ESTATE REGULATORY AUTHORITY**  
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F.No:3/RERA/Complaint (509)/2025/ 404

Date: 16/03/2026

**(BEFORE THE MEMBER, SHRI VINCENT D'SILVA)**

**Ms. Ashvem Spa and Resorts Private Limited,**  
Through its Director Mr. Verner Aleixo Velho  
H. No. S-183/2, Sonar Bhat,  
Opp. Canara Bank,  
Verem, Bardez, Goa, 403101.

.....**Complainant**

*Versus*

**Adwalpalkar Constructions and Resorts Pvt. Ltd.**  
Adwalpalkar Avenue,  
Santa Inez, Panaji, Goa-403001.

.....**Respondent**

Ld. Sr. Advocate Shri Sandesh D. Padiyar along with Ld. Adv. Shri  
N. P. Kamat and Ld. Adv. Smita Gawas for the complainant.  
Ld. Advocate Shri Yogesh Y. Nadkarni for the respondent.

**ORDER**

**(Delivered on this 16<sup>th</sup> day of the month of March, 2026)**

This order shall dispose of the application filed by the respondent at exhibit 211/c for dismissal of the complaint filed under Sections 31 read with Section 18 of The Real Estate (Regulation and Development) Act, 2016.

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

The complainant is the land owner having entered into Joint Development Agreement dated 20<sup>th</sup> April 2015, Joint Development Agreement dated 22<sup>nd</sup> February 2018 and Addendum Agreement dated 01<sup>st</sup> January 2021 with the respondent. The reliefs prayed for in the present complaint are for a declaration that the complainant is an “allottee” under Section 2(d) of the RERA, 2016; to direct the respondent to handover the complete physical possession inclusive of the compound wall as per the approved plans; to award compensation of ₹53,75,00,000/-; and to initiate penal proceedings under Section 61 and Section 38(2) of the Act against the respondent.

3. The complaint is not maintainable as the complainant being a land owner of the subject project cannot be an allottee of the project. Moreover, the RERA has limited jurisdiction to adjudicate the dispute. The person filing any complaint before the RERA has to fulfill the criterion that he is an allottee in the project and that he is the person to whom a plot, apartment or building has been allotted, sold or otherwise transferred by the promoter of the project and in order to showcase that the allottee is an aggrieved person, he needs to prove violation or contravention of the provisions of the Act.

4. It is also averred by the respondent that as per the Joint Development Agreement dated 20<sup>th</sup> April 2015, Joint Development Agreement dated 22<sup>nd</sup> February 2018 and Addendum Agreement dated 01<sup>st</sup> January 2021, the complainant is the landowner of the subject project and vide the said agreements, it is agreed between the

complainant/landowner and the respondent/developer that the respondent would develop the project and handover a portion of the project to the complainant and therefore, the complainant does not qualify as the allottee of the project, since it failed to establish allottee-promoter relationship and thus does not fall under the ambit of aggrieved person to show violation or contravention of the provisions of the Act against the promoter, allottee or real estate agent under Section 2(d), 2 (zk)(i), 2(zk) read with Section 31 of the Act.

5. The complainant being landowner and the respondent being developer are promoters as contemplated under the Act and as such a dispute between a promoter against promoter is not contemplated under the RERA Act, 2016 and to be an aggrieved person under Section 31 of the Act, the said person should either be an allottee against the promoter or vice-a-versa and since both the parties are coming within the category of promoters, the dispute between them does not come within the purview of the Act and therefore, the present complaint is not maintainable and deserves to be dismissed.

6. The complainant filed a reply inter-alia contending that the objections are misconceived, contrary to the statutory scheme of the RERA Act and they are raised solely with the intent to delay adjudication under Section 31 of the RERA Act. The facts pleaded in the main complaint establish that the complainant has locus standi and is an allottee as seen from the admitted documents and the express terms of the said agreements. The designation of the complainant as co-promoter in the RERA registration is an administrative disclosure and does not amount to any surrender or waiver of the rights of the

complainant as an allottee. It is a settled position that landowners who transfer land or development rights in exchange for constructed area are 'allottees' within the meaning of Section 2(d), notwithstanding any administrative designation as co-promoter. Such landowners continue to retain full statutory rights, including rights relating to possession, completion timelines, and delay compensation.

7. The plea of the respondent that the co-owner cannot be an allottee is misconceived and contrary to regulatory framework governing landlord-developer arrangement in Goa and the landlord shown as co-promoter do not lose their contractual, proprietary or statutory rights including the right to receive constructed units, possession and compensation for delay. The statutory status of the complainant as an allottee under Section 2(d) and the remedies available under Section 18 and 31 of the Act cannot be nullified by any contrary interpretation and hence, the objection of the respondent fails on legal and factual grounds.

8. The complaint specifically invokes statutory breaches under Section 11, 12, 14, 18 and 19 of the RERA Act including failure to complete the project within the stipulated timeline, failure to handover possession, failure to deliver commercial shops no. 7 to 11 by 11.03.2021 and failure to construct the multipurpose hall. The failure of the respondent to obtain necessary licenses and the cascading effect of RERA litigation triggered by the default of the respondent and the resulting financial loss of ₹.53.75 crores as such, the matter falls squarely within the jurisdiction of this Authority. The complainant stands in the position of the allottee for the promised constructed units

and the respondent failure to handover possession within the stipulated timelines attract mandatory consequences under Section 18(1) of the Act. The complainant was never engaged in any profit sharing arrangement with their respondent nor was with any joint bank account ever maintained between the parties. The financial structure under the said agreement was never based on shared revenues, profits, or joint financial control.

9. The role of the complainant was limited to contributing the land and receiving the agreed constructed area in return. The absence of any profit sharing ratio and in the absence of joint financial operations clearly demonstrate that the respondent alone is the promoter responsible for the construction, completion, regulatory compliances and delivery obligations under the Act, which reinforces that the complainant is an allottee for the purpose of Section 2(d) of the Act. The respondent continues to remain in breach of the said agreements and the addendum and remain liable for delayed compensation @₹.50,000/- per day. The objections are therefore bad-in-law and aimed solely at avoiding the consequences of admitted delay. The breaches alleged falls squarely within the jurisdiction of the Hon'ble Authority under the Act.

10. Argument heard. Notes of written arguments came to be placed on record by the complainant as well as the respondent.

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

Sr. No.	Points for determination	Findings
1.	Whether the complainant is an allottee in terms of provisions of the RERA Act?	In the negative.
2.	Whether the dispute between the owner and the developer fall within the ambit of the RERA Act?	In the negative.
3.	What order? What reliefs?	As per final order.

### **REASONS**

#### **Point no. 1, 2 and 3**

12. Ld. Adv. Yogesh Y. Nadkarni, for the respondent has submitted that the complainant being a landowner of the subject project cannot be an 'allottee' of the project under Section 2(d) of the RERA Act and that a person filing any complaint before the RERA has to fulfill the criteria that he is an 'Allottee' in the said project and that he is the person to whom a plot, apartment or building has been allotted, sold or otherwise transferred by the promoter of the project and in order to showcase that the Allottee is an aggrieved person, he needs to prove violation or contravention of the provisions of the Act. He further submitted that as seen from the Joint Development Agreement dated 20<sup>th</sup> April 2015, Joint Development Agreement dated 22<sup>nd</sup> February 2018 and Addendum Agreement dated 01<sup>st</sup> January 2021, the complainant is the landowner of the subject project and vide the said agreements, it is agreed between the complainant/landowner

and the respondent/developer that the respondent would develop the project and handover a portion of the project to the complainant. In view of the above, the complainant clearly does not qualify as 'Allottee' of the project and the complainant has failed to establish Allottee-Promoter relationship and thus does not fall under the ambit of aggrieved person to show violation or contravention of provisions of the Act or Rules and Regulations made thereunder against any Promoter, Allottee or Real Estate Agent. The complainant does not qualify as an allottee under Section 2(d) of the RERA, 2016 and thereby, cannot be termed as an aggrieved person under Section 31 of RERA, 2016 as well.

13. Ld. Adv. Yogesh Nadkarni has further submitted that Section 2 (zk)(i) of the RERA, 2016 defines "Promoter" to mean a person who constructs or 'causes to be constructed' an independent building or a building consisting of apartments or converts an existing building or a part thereof into apartments, for the purpose of selling all or some of the apartments to other persons and includes his assignees. He further submitted that explanation to Section 2(zk) of RERA, 2016 stipulates that for the purposes of this clause, where the person who constructs or converts a building into apartments or develops a plot for sale and the persons who sells apartments or plots are different persons, both of them shall be deemed to be the 'promoters' and shall be jointly liable, as such, for the functions and responsibilities specified, under the Act or the rules and regulations made thereunder and as such, it is explicitly clear that the complainant as landowner and the

respondent as developer are both “Promoters” as contemplated under the RERA, 2016.

14. Ld. Adv. Yogesh Nadkarni has further submitted that a dispute between a ‘Promoter versus a Promoter’ is not contemplated under the RERA, 2016 and to be an “aggrieved person” under Section 31 of the Act, the said person should either be an allottee against Promoter or vice-versa and in the present case, since both the parties namely, the complainant and respondent are coming within the category of “Promoter”, any dispute between them does not come within the purview of the RERA, 2016. There is no doubt of the fact that the complainant is the erstwhile owner of the project land and the said fact is neither disputed by any of the parties. In view of the above, complainant clearly does not qualify as the ‘allottee’ of the project and the complainant has failed to establish ‘allottee-promoter’ relationship and thus does not fall under the ambit of aggrieved person to show violation or contravention of the provision of the Act or the rules and regulations made thereunder against any promoter, allottee or real estate agent as the case may be. Hence, the complainant does not qualify as an ‘allottee’ under Section 2(d) of the Act and thereby, cannot be termed as an aggrieved person under Section 31, as well. In support of the contention, Ld. Adv. Yogesh Nadkarni, has relied upon the following cases (1) M/s Swastik Real Estate Developers V/s Mahindra Happinest Developers Ltd., dated 28.02.2025 passed by MahaRERA, (2) Wadhwa Group Housing Pvt. Ltd. V/s Vijay Choksi, MANU/MH/1177/2024 (3)

*M/s New Sangeeta CHS Ltd. V/s kaushal M. Hariaand and Anr.,*  
dated 20.12.2024 passed by the MahaReat.

15. Per contra, Ld. Sr. Advocate Sandesh D. Padiyar for the complainant has submitted that the complainant's status under the agreements is that of an 'allottee' under the RERA Act, though he is the landowner for the specified purposes. He further submitted that under the agreements, what is given to the complainant is the built-up area which is the consideration for the land which they parted for the project and there is no obligation on the landowner to take part in the construction, in any form. The project is fully under the control of the respondent and the complainant/landowner had no say in the development and construction of the said project. The complainant's acceptance of the consideration does not imply his participation into the construction and development. The promoter as mentioned in Section 3 and 4 of the RERA Act, does not include landowner as they are separate and distinct persons. The land owner's liability or function is for the limited purpose specified under the law and for all other liabilities and functions than those specifically mentioned in the case of landowners, the liability would be that of the promoter, who develops the project.

16. Ld. Sr. Advocate Shri Padiyar for the complainant has further submitted that the analysis of the agreements between the parties with reference to various provisions of the RERA would show that the land owner satisfies all ingredients of the term 'allottee'. The analysis of the agreements would further show that the agreements between the complainant and the respondent do not

constitute a partnership between the land owners i.e. the complainant and respondent. The complainant is excluded from the management and cannot interfere with the construction with any manner. The respondent is entitled to its share of the building as deemed fit without reference to the complainant and that there is no community of interest/joint control in the management, nor sharing of profits and losses. The complainant has no control and participation in the management of the venture. The complainant has no role in marketing, revenue sharing or apartment allotment process. The agreement does not contain any provisions for shared control of interest or enterprise and shared liability for losses.

17. Ld. Sr. Advocate Shri Padiyar for the complainant has further submitted that the mere use of the words 'joint venture' or 'collaboration' in the title of the agreement or the body of the agreement will not make the transaction a joint venture between the complainant and the respondent. Under the joint development agreements, the developer, i.e. the respondent has agreed to give a particular built-up area to the complainant. The relationship between the complainant and respondent has to be examined in the light of the clauses of the agreement between them. A perusal of the same would show that the parties are not co-adventurers and the agreements also do not constitute partnership of any sort between them. Therefore, the complainant has the locus to institute the present complaint under the RERA to adjudicate the same. Ld. Sr. Advocate Shri Padiyar relied upon the following citations (1) *Nesh India Infrastructure Pvt. Ltd. v/s The State of Bihar*, (2024

*ibclaw.in 957 HC; (2) Pooja Constructions v/s The Secretary, The Kerala Uranma Devaswom Board and Anr, (2024) ibclaw.in 862 HC, and (3) M/s Cordial Foundation Pvt. Ltd. v/s Dr. Purushothama Bharathi, 2023 LawSuit (Ker)584.*

18. The short point for determination is whether the complainant is an 'allottee' in terms of provisions of the RERA Act and whether the dispute between the landowner and the developer in relation to the joint development agreements, fall within the ambit of the RERA Act?

19. It is well settled by the Hon'ble Apex Court in the case of *Vishal Chelani and others vs. Debashis Nanda, (2023) 10 Supreme Court Cases 395*, that it is only 'homebuyers' that can approach and seek remedies under RERA and no others.

20. Needless to mention, in order to invoke the jurisdiction of the Authority under Section 31 of the Act, the parties have to prove that the transaction is purely a transaction between the homebuyers/allottees and the builders/promoters and merely because the parties have entered into agreements for joint development and construction, would not entitle the party to approach the Authority and seek remedies under the Act, if it fails to prove allottee/builder relationship. Needless to mention, RERA Act is a special statute intended to regulate genuine real estate transactions to protect allottees in their capacity as consumers/homebuyers, and it cannot be invoked to enforce what is, in essence, a private financial arrangement and/or development agreements. To permit otherwise would be to stretch the

jurisdiction of the Authority beyond its legislative intent and undermine the distinction between regulatory mechanism for real estate and the well-settled domain of civil remedies governing contractual agreements between the parties. The complainant who claims to be 'allottee' in the said project as well as 'landowner' of the project land is required to prove that there is 'buyer-builder agreement' and that the respondent had agreed to sell the apartment, plot or the building in the said project, as also, he is an aggrieved person proving violation or contravention of the provisions of the Act.

21. Admittedly, the complainant is a 'landowner' and the respondent is the developer. There is no dispute that both the complainant, being the landowner and the respondent, being the developer entered into Joint Development Agreement dated 20<sup>th</sup> April 2015, Joint Development Agreement dated 22<sup>nd</sup> February 2018 and Addendum Agreement dated 01<sup>st</sup> January 2021 with the respondent. The complainant is claiming that it is an 'allottee' by virtue of the said agreements under Section 2(d) of RERA Act and the respondent be directed to handover the complete physical possession inclusive of compound wall as per the approved plans. Section 2(d) of the RERA Act defines 'allottee' in relation to a real estate project, means the person to whom a plot, apartment or building, as the case may be, has been allotted, sold or otherwise transferred by the promoter, and includes the person who subsequently acquires the said allotment through sale, transfer or

otherwise but does not include a person to whom such plot, apartment or building, as the case may be, is given on rent.

22. The above documents namely, Joint Development Agreements and the Addendum Agreement clearly posits that it was agreed between the land owner and developer that the respondent would develop the project and handover the portion of project namely 'Block B' to the complainant and 'Block A' to the respondent. There is no 'buyer-builder agreement' between the complainant and the respondent nor there is any such agreement for sale produced on record by the complainant. The complainant has failed to establish buyer-builder relationship in order to come under the ambit of aggrieved person to show violations or contravention of the provisions under the Act and therefore, the complainant does not qualify as an 'Allottee' under Section 2(d) of the RERA, 2016 and thereby, cannot be termed as an 'Aggrieved person' under Section 31 of RERA, 2016, as well.

23. The next cogitation is whether the complainant being the landowner is a 'promoter', if not an allottee. Section 2(zk)(i) of the RERA, 2016 defines 'Promoter' to mean a person who constructs or '*causes to be constructed*' an independent building or a building consisting of apartments, or converts an existing building or a part thereof into apartments, for the purpose of selling all or some of the apartments to other persons and includes his assignees.

24. Admittedly, there are circulars issued by Goa RERA dated 13.02.2018, 09.05.2023 and 21.08.2023 respectively for

registration of real estate projects under Joint Development Agreements route. Clause 4(i) of Circular dated 9.5.2023 states that 'Under the joint development agreement route, wherein the landowner contributes land for construction of real estate project and the promoter who invests money for construction of the real estate project shall be deemed to be the 'promoters' and shall be jointly liable for functions and responsibilities specified'. Clause 4 of Circular dated 21.8.2023 states that 'the land owner is deemed as a 'promoter' of a real estate project under Joint Development Agreement in addition to the Promoter/Investor of the project for sale of building or apartment or flat or plot to the general public. The said circulars issued by Goa RERA are binding and cannot be ignored or disregarded, unless set aside or revoked. The complainant as well as respondent, being landowner and developer are coming within the category of 'Promoter' and any dispute between them does not come within the purview of the RERA Act as the dispute should be basically between the promoter and allottees, as nowhere the lis between the promoter against a promoter is contemplated under the RERA Act.

25. The Hon'ble Bombay High Court in case of *Wadhwa Housing Pvt. Ltd. supra*, has observed in Para 17 as follows:

*Thus, definition of the term "Promoter" under Section 2(zk) of RERA is wide enough to include every person who is associated with construction of the building such as builder, colonizer, contractor, developer, estate developer or by any*

*other name or even the one who claims to be acting as the holder of a power of attorney from the owner of the land. One of the principal objectives of RERA is to bring transparency in real estate sector and to protect the interests of the consumers in the real estate project. The term 'Promoter' has been so widely defined that it virtually included every person associated with construction of the building. Thus, even a person who is merely an investor in the project along with the promoter and who is entitled to benefit in the real estate project is also covered by the definition of the term 'Promoter.'*

*"Explanation to Section 2(zk) makes all persons who construct or convert building into apartments or develop a plot for sale, as well as a person who sells apartments or plots to be promoters making them jointly liable as such for functions and responsibilities specified under the Act, or the Rules and Regulations made thereunder. Thus, a person who does not actual construct or causes to be constructed a building but merely takes part in the joint venture and sells flats, becomes a promoter."*

26. Moreover, in the case of *M/s New Sangeeta CHS Ltd., supra*, it is observed that there are five major players in the real

estate development industry namely (i) promoter (ii) land owner, (iii) allottee, (iv) real estate agent and (v) competent authority. In the above case, society was the land owner and the seminal issue that emanates was whether society falls in the definition of the term 'promoter'. The Appellate Tribunal (MahaReat) has observed that land owner is covered by the definition of a 'Promoter'. The words "*causes to be constructed*" in the definition of promoter is capable of covering the land owner also, in respect of construction of apartments and buildings and that a careful examination of definition of 'Promoter' reveals that term "Promoter" has been so widely defined that it includes every person associated with construction of building, even a person which claims to be acting as holder of power of attorney from the owner of the land is also a 'Promoter' within the meaning Section 2(zk) of the RERA Act.

27. It is thus manifest that the landowner is covered by the definition 'Promoter' under the RERA Act. In any event, the landowner cannot be an 'Allottee' in the absence of buyer-builder agreement and payment consideration nor such an owner can be an aggrieved person under Section 31(1) of the RERA Act. The agreements for development and addendum clearly show that the complaint arises out of contractual and development agreement and therefore, the complaint is not maintainable, more particularly when the clauses of the Agreement for development and construction dated 20.04.2015 clearly show that it is an agreement for development and not agreement for sale and that the owner/complainant has approached the developer to jointly

develop the said property and the respondent had agreed to do so. It further makes reference that the complainant/owner shall have absolute, sole and unfettered discretion to conceptualize the project to be constructed on the said property, including but not limited to residential and/or commercial complexes, and/or star or non star category hotel buildings and/or multi-user buildings and/or shopping complexes, and/with parking spaces and all related and associated amenities, facilities, services and infrastructure, etc.

28. The complainant being landowner had sole, absolute and an unfettered discretion to appoint the architect and to take also decision with respect to layout, and to decide the location of the hotel/mall of the property as well as exclusive discretion in conceptualizing the scheme of joint development of the said property and undertaking the same. The complainant/owner was also at liberty to modify/amend/revise the plans for the joint development of the said property and submits the same to the concerned authority for approval at the developer's cost. Importantly, the parties had agreed to carry out joint development of the property and owner had agreed to pay an amount of ₹.10,00,00,000/- to the developer/respondent.

29. There is also another Agreement for development dated 22.02.2018 between the complainant and respondent, according to which the respondent agreed to jointly develop with the owner/complainant and that owner shall have the absolute, sole and unfettered discretion to conceptualize the project to be constructed on the said property. It further states that the owner

shall have the absolute and exclusive discretion in conceptualizing the scheme of joint development of the said property, and respondent shall be entitled to construct and develop the said property in the manner conceptualized by the owner and after the construction has commenced, the owner shall be at liberty to modify/amend/revise the plans for the joint development of the said property and submit the same to the concerned authorities for approval at the developer's cost.

30. The Addendum agreement dated 01.01.2021 was also entered between the complainant and respondent, according to which, the joint development of the property shall be in two parts 'Block A' and 'Block B' and 'Block A' shall be entitlement of the respondent, while 'Block B' shall be entitlement of the landowner and that the complainant and respondent shall have two separate maintenance societies to be formed for 'Block A' and 'Block B' and the respective societies shall be responsible for respective maintenance of the respective buildings to be constructed. It further states that the owner agrees to handover the required working drawings and architectural drawings to respondent as per the schedule attached which form an integral part of this agreement. The owners are allowed to revise the drawings in case required provided, it is done 30 days before the start of work of the same, in the event the respondent has not started the work of that area, that will not amount to delay as may be construed in the agreement.

31. Needless to mention, all persons who construct and convert building into apartments as well as person who sells apartments or plots are jointly liable, even a person who does not construct or causes to be constructed a building but merely takes part in the joint ventures and sell flats becomes a promoter as held in the case of *Wadhwa Housing Pvt. Ltd.*, supra. There is no doubt that the complainant is erstwhile owner of the project land and had entered into Joint venture agreements with the respondent. The above Joint Development Agreements and the Addendum clearly reveals substantial control, involvement and the role of the complainant in the construction of the project and therefore, the complainant is a 'promoter' and not an 'allottee' as speciously claimed by it.

32. The submissions of Ld. Sr. Advocate Shri S. D. Padiyar and reliance placed on the case of *Nesh India Infrastructure Pvt. Ltd.*; *Pooja Construction*, and *Cordial Foundation Pvt. Ltd.* supra are not at all applicable to the case at hand nor the same are binding on Goa RERA having regard to the cases of *Wadhwa Group Housing Pvt. Limited*, supra of Hon'ble Bombay High Court and *M/s New Sangeeta CHS Ltd* Supra of Hon'ble MahaReat in which it has been held that every person associated with construction of building is a 'Promoter'. The above citations relied by Ld. Sr. Advocate Shri Padiyar, for the complainant, on the contrary, would support the case of respondent as the Agreements for development and construction and the Addendum agreement would explicitly conclude that the complainant/land owner has a

substantial control, involvement and role in the construction of the project.

33. Importantly, the Agreement dated 22.02.2018, at Para 14 clearly specify:

*“ In the event of breach by any party herein, the aggrieved parties shall be entitled to specific performance; the aggrieved parties shall also be entitled to recover all losses and expenses incurred as a consequence of such breach from the party committing breach, if the breaching party has not corrected any breach within 30 days from the notice of the enforcing party who has complied with all the provisions of this Agreement; and the parties shall make their sincere endeavour to discharge their respective obligations”.*

Ld. Adv. Y. V. Nadkarni for the respondent has pointed out and rightly so that the remedy for the parties for any breach of agreement is before the court of competent jurisdiction for specific performance of the contract and not before the Authority, besides the fact, that the complainant is not an ‘allottee’ and that there is no buyer-builder agreement between the parties for invoking the provisions of the RERA Act.

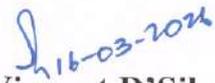
34. In short, there is nothing on record that the complainant and respondent have entered into agreement for sale for consideration and that the complainant being a landowner of subject property, who was allotted ‘Block B’ in the project land, is an ‘allottee’ and that respondent have violated or contravened any

of the provisions of the Act, rules and regulations made thereunder, on the contrary, the Joint development agreement dated 20.04.2015, Joint development agreement dated 22.02.2018 and Addendum agreement dated 01.01.2021 are the contractual agreement between the complainant and respondent to develop the project jointly and as such, the complainant does not qualify to be 'allottee' of the project nor the complainant has proved the 'Builder-Buyer relationship', on the contrary, it is explicitly clear that the both the complainant and respondent are 'Promoters' under the Act and that the dispute between 'Promoter versus Promoter' is not contemplated under the RERA Act, 2016 as rightly submitted by Ld. Advocate Shri Yogesh Y. Nadkarni for the respondent. Hence, the above points are answered accordingly.

35. Having said so, I pass the following:-

**ORDER**

- (i) The Application filed by respondent at exhibit 211/c stands allowed.
- (ii) Consequently, the complaint stands dismissed.
- (iii) No order as to costs.

  
(Vincent D'Silva)  
Member, Goa RERA

Panaji, Goa.  
Dated: 16.03.2026.