



**GOA REAL ESTATE REGULATORY AUTHORITY**

101, 1<sup>st</sup> Floor, 'SPACES' Building, Plot No. 40, EDC Patto Plaza, Panaji 403 001 Goa  
www.rera.goa.gov.in

Tel: 0832-2437655; e-mail: goa-rera@gov.in

F.No:3/RERA/Complaint (459)/2024/ 1708

Date: 17/12/2025

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

- 1. Mrs. Anifa Carvalho**  
Age: 37 years  
R/o Flat No. 007, Block A
- 2. Comdt Harender Rai,**  
Age: 58 years  
R/o Flat No. 008, Block A
- 3. Mrs. Namrata Redkar,**  
Age: 43 years  
R/o Flat No. 102, Block A
- 4. Mr. Sandesh Naik,**  
Age: 39 years  
R/o Flat No. 106, Block A
- 5. Mr. Shahid Parwez,**  
Age: 45 years  
R/o Flat No. 201, Block A
- 6. Mr. Yogesh Ashok Pai Raiker,**  
Age: 47 years  
R/o Flat No. 206, Block A
- 7. Mr. Sattar Shaikh,**  
Age: 43 years  
R/o Flat No. 210, Block A
- 8. Mr. SK Rohilla,**  
Age: 55 years  
R/o Flat No. 302, Block A

- 9. Mr. Sandip Y Kambli,**  
Age: 44 years  
R/o Flat No. 304, Block A
- 10. Mrs. Saba Shaikh,**  
Age: 30 years  
R/o Flat No. 305, Block A
- 11. Mr. Satish B. Shet,**  
Age: 36 years  
R/o Flat No. 306, Block A
- 12. Mrs. Pooja Mishra,**  
Age: 34 years  
R/o Flat No. 307, Block A
- 13. Mr. Pitu Wadkar,**  
Age: 51 years  
R/o Flat No. 308, Block A
- 14. Mr. Bino Balachandran,**  
Age: 55 years  
R/o Flat No. 309, Block A
- 15. Mr. Rajkumar Singh,**  
Age: 58 years  
R/o Flat No. 401, Block A
- 16. Mr. Sujay Shetty,**  
Age: 36 years  
R/o Flat No. 402, Block A
- 17. Mr. BK Pratihast,**  
Age: 39 years  
R/o Flat No. 403, Block A
- 18. Mr. Nanda R. Naik,**  
Age: 57 years  
R/o Flat No. 405, Block A
- 19. Mr. Lucas Fernandes,**  
Age: 36 years  
R/o Flat No. 406, Block A

- 20.Mr. Tenzin Thuchen,**  
Age:41 years  
R/o Flat No. 408, Block A
- 21.Mr. Mulayam Singh,**  
Age: 56 years  
R/o Flat No. 501, Block A
- 22.Mr. Shitala Prasad,**  
Age: 72 years  
R/o Flat No. 506, Block A
- 23.Mr. Anirban Roy,**  
Age: 40 years  
R/o Flat No. 508, Block A
- 24.Mrs. Abha Singh,**  
Age: 53 years  
R/o Flat No. 509, Block A
- 25.Mr. Ramchandra Prasad Singh,**  
Age: 55 years  
R/o Flat No. 601, Block A
- 26.Mr. Indra Shakya,**  
Age: 65 years  
R/o Flat No. 602, Block A
- 27.Mr. Dhananjay Kumar Jha,**  
Age: 40 years  
R/o Flat No. 603, Block A
- 28.Mr. Sameer Haldankar,**  
Age: 47 years  
R/o Flat No. 610, Block A
- 29.Mr. Ramdas Patil,**  
Age: 38 years  
R/o Flat No. 106, Block C
- 30.Mr. Sujeeth S Bhandary,**  
Age: 35 years  
R/o Flat No. 109, Block C

- 31.Mr. Munindra Deo,**  
Age: 49 years  
R/o Flat No. 201, Block C
- 32.Mr. Kaushalendra Pratap Rai,**  
Age: 58 years  
R/o Flat No. 209, Block C
- 33.Mr. Sukrit Swamy,**  
Age: 40 years  
R/o Flat No. 301, Block C
- 34.Mr. Bebinson Moraes,**  
Age: 37 years  
R/o Flat No. 302, Block C
- 35.Mr. Daniel I Nelaturi,**  
Age:48 years  
R/o Flat No. 303, Block C
- 36.Mrs. Chandra Rawat,**  
Age: 35 years  
R/o Flat No. 304, Block C
- 37. Mrs. Tejaswini Pakhidde,**  
Age: 45 years  
R/o Flat No. 307, Block C
- 38. Mr. Abhai D. Kundaikar,**  
Age: 47 years  
R/o Flat No. 309, Block C
- 39. Mr. Hrishikesh Shinde,**  
Age:36 years  
R/o Flat No. 401, Block C
- 40. Mr. Adriel N Rebelo,**  
Age: 29 years  
R/o Flat No. 404, Block C
- 41.Mr. Navin A. Bhat,**  
Age:49 years

R/o Flat No. 405, Block C

**42.Mr. Khurshid Alam,**

Age: 44 years

R/o Flat No. 505, Block C

**43.Mr. Anjaneya A Sardessai,**

Age: 40 years

R/o Flat No. 603, Block C

**44.Ms. Nupoor N Bandodkar,**

**Age: 31 years**

R/o Flat No. 604, Block C

**45.Mrs. Swati V Sakhardande,**

Age: 43 years

R/o Flat No. 605, Block C

**46. Mr. Seraz Ahamad,**

Age: 43 years

R/o Flat No. 606, Block C

**47. Mr Naresh Pasupuleti,**

Age: 38 years

R/o Flat No. 607, Block C

**48. Mr. Seraz Ahamad,**

Age: 43 years

R/o Flat No. 707, Block C

**49. Mrs. Vanita Fernandes,**

Age: 48 years

R/o Flat No. 101, Block D

**50. Mr. Satish K Keloskar,**

Age: 46 years

R/o Flat No. 102, Block D

**51. Mrs. Chandra Rawat,**

Age: 35 years

R/o Flat No. 103, Block D

**52. Mr. Jayakrishnan R Pillai,**



Age: 36 years  
R/o Flat No. 105, Block D

**53. Mr. Sunil G Lonkadi,**  
Age: 57 years  
R/o Flat No. 201, Block D

**54. Mr. BP Biswas,**  
Age: 53 years  
R/o Flat No. 202, Block D

**55. Mr. Akhilesh Kumar Sharma,**  
Age: 54 years  
R/o Flat No. 203, Block D

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**56. Mr. Vikash Kumar,**  
Age: 40 years  
R/o Flat No. 204, Block D

**57. Mrs. Shubhangi VN Dessai,**  
Age: 58 years  
R/o Flat No. 206, Block D

**58. Mr. Rajendra Kumar Tripathy,**  
Age: 58 years  
R/o Flat No. 301, Block D

**59. Mr. Pradeep Kumar Patnaik,**  
Age: 54 years  
R/o Flat No. 304, Block D

**60. Mr. Sidhartha Sankar Mishra,**  
Age: 42 years  
R/o Flat No. 401, Block D

**61. Mr. Uday Dasgupta,**  
Age: 76 years  
R/o Flat No. 402, Block D

**62. Mr. Sanjay Kumar Yadav,**  
Age: 57 years  
R/o Flat No. 403, Block D

- 63. Mr. Alic Fernandes,**  
Age: 37 years  
R/o Flat No. 408, Block D
- 64. Mr. Damodar D Redkar,**  
Age: 49 years  
R/o Flat No. 502, Block D
- 65. Mrs. Reema Shetgaonker,**  
Age: 36 years  
R/o Flat No. 503, Block D
- 66. Mr. Amol Suryavanshi,**  
Age: 30 years  
R/o Flat No. 602, Block D
- 67. Mr. Abhishek Thakur,**  
Age: 34 years  
R/o Flat No. 604, Block D
- 68. Mrs. Mamta A Karekar,**  
Age: 51 years  
R/o Flat No. 605, Block D
- 69. Cdr. Atul Pant,**  
Age: 56 years  
R/o Flat No. 701, Block D
- 70. Mr. Satyendra Kumar,**  
Age: 43 years  
R/o Flat No. 802, Block D
- 71. Mr. Milind Bhoyar,**  
Age: 44 years  
R/o Flat No. 804, Block D
- 72. Mr. Anirban Roy,**  
Age: 40 years  
R/o Flat No. 805, Block D
- 73. Mrs. Reena M. Patil,**  
Age: 32 years  
R/o Flat No. 101, Block E

- 74. Mr. Subhod Kumar,**  
Age: 65 years  
R/o Flat No. 201, Block E
- 75. Mr. Vijendra Prasad Singh,**  
Age: 59 years  
R/o Flat No. 208, Block E
- 76. Mr. VK Singh,**  
Age: 59 years  
R/o Flat No. 301, Block E
- 77. Mr. Abhishek Kumar Singh,**  
Age: 32 years  
R/o Flat No. 304, Block E
- 78. Mrs. Poonam Sawant,**  
**Age: 39 years**  
R/o Flat No. 306, Block E
- 79. Mrs. Poonam Sawant,**  
Age: 39 years  
R/o Flat No. 307, Block E
- 80. Mr. Sameer Raju Narayan,**  
Age: 29 years  
R/o Flat No. 405, Block E
- 81. Mr. KA Narasimhan,**  
Age: 65 years  
R/o Flat No. 408, Block E
- 82. Mr. Shubham Pandey,**  
Age: 27 years  
R/o Flat No. 501, Block E
- 83. Mr. Bhalchandra Parmekar,**  
Age: 58 years  
R/o Flat No. 502, Block E
- 84. Mr. John Walter Pires,**  
Age: 52 years



R/o Flat No. 504, Block E

**85. Mrs. Janhavi J Parab,**  
Age: 40 years  
R/o Flat No. 506, Block E

**86. Mr. Manoj Kumar SP,**  
Age: 45 years  
R/o Flat No. 603, Block E

**87. Mr. Shivraj Bhoite,**  
Age: 42 years  
R/o Flat No. 701, Block E

**88. Mr. Shivkumar Pal,**  
Age: 38 years  
R/o Flat No. 703, Block E

**89. Mr. Narsing Jindam,**  
Age: 53 years  
R/o Flat No. 704, Block E

**90. Mrs. Rupavali L. Tirodkar,**  
Age: 41 years  
R/o Flat No. 707, Block E

**91. Mr. Ashok Kumar,**  
Age: 55 years  
R/o Flat No. 708, Block E. .... **Complainants**

All resident of Prabhu's Violetta Complex,  
Behind Vishal Mega Mart,  
Chicalim, Goa-403711.

***Versus***

**M/s Prabhu Realtors**

Through its Partner-cum- authorized representative  
Mr. Amit C. Prabhu,  
Age: 44 years  
Office No. 98, Block -A,  
Prabhu's Emerald, above Pantaloons,  
Alto-Dabolim, Goa-403801 ..... **Respondent**

Ld. Advocate Ms Fawia Menezes Mesquita for the complainants.

Ld. Advocate Yogesh V. Nadkarni for the respondent.

### **ORDER**

**(Delivered on this 17<sup>th</sup> day of the month of December, 2025)**

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

2. The case giving rise to the complaint is as follows:

The complainants are allottees in relation to real estate project by name 'Prabhu's Violetta' and are the transferees of various apartments in the project. The respondent is the promoter. The respondent have undertaken construction of the project which is essentially mixed residential complex comprising of five blocks with a total of 328 residential flats and 44 commercial premises. The occupancy certificates were issued to the project in three phases. The respondent has executed documents for transfer in respect of the apartments with the complainants. The complainants under the transfer deeds have signed maintenance contract with every individual residents extending upto 2028. The society namely the 'Prabhu Violetta Co-operative Housing Maintenance Society Ltd.' was registered on 10.08.2023 by the respondent.

3. The complainants have faced major issues pertaining to structural defects, nuisances, shortcoming etc in the complex for a long time and all these are found recorded in the 'Defects Register'. There are ample numbers of correspondences exchanged on the subject. The complainants on 23.06.2024 were faced with a catastrophe as a large portion of 14 ft. tall retaining wall supporting the garden and outdoor sports area and the two swimming pools

collapsed. The said retaining wall is already fraught with large and open cracks for a long time posing imminent danger, which was brought to the notice of the respondent. However, nothing was done about it.

4. The complainants constrained by the catastrophe called for an extra-ordinary general meeting raising various issues under the chairmanship of Cdr. Atul Pant (Retd.) on 28.07.2024, however the respondent chose not to attend the meeting. The respondent however on 19.08.2024 addressed a letter to the society with point wise comment on the defects pointed out by the society, to which point wise rebuttal with photographs were issued vide society letter dated 25.08.2024. The complainants on 20.08.2024 and 28.08.2024 made a letter to Sarpanch, Village Panchayat, Chicalim and Dy. Collector, Mormugao qua the defects, nuisances and shortcomings and the society also requested the Village Panchayat of Chicalim on 23.09.2024 to conduct a post occupancy audit and the same was conducted with respect to parking, open area, emergency exit, etc.

5. The society also drew the attention of Directorate of Fire and Emergency Services, Goa on 02.08.2024 to the fire safety violations and that the Department conducted an inspection on 29.08.2024 and noted violations namely, open spaces around the building found utilised for parking, etc. There was also an inspection carried out by Directorate of Health Services on 21.10.2024 and made observation regarding underground water sump near the swimming pool that is not covered and not properly sealed, etc. It also informed that the water sample collected were found positive for coli form organism and therefore, cannot be recommended for human consumption.



6. There are various other violations and contraventions including that the respondent has refused to execute the conveyance deeds with many residents including the names mentioned in the complaint, despite occupancy being obtained long ago and despite the request for the same. The respondent also refused to issue NOCs for transfer of electricity connection and house tax. The respondent has given the undertaking that he would execute the sale deeds of the remaining premises holder within 06 months from the date of registration of the society but till date, has failed to do so.

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7. The retaining wall collapsed on 23.06.2024 and that there is another 22ft. tall retaining wall in the complex in front of Block C which has five deep cracks running the entire length thus posing real time serious threats to the residents. There are three levels on which the project is erected which are not shown in the approved plans submitted to the Authority. The site plans submitted indicate a flat/plain terrain. The project site is actually a steep slope/hill with a gradient of about 1:6:77 and the three levels supported by the monstrous retaining walls were an absolute necessity on account of the peculiarity of the project viz., the steep slopes. No approval has been sought for the extensive hill cutting and filling resorted to by the respondent. The factum of steep slopes is not found on any of the plans, as the respondent has withheld this crucial information from the authorities and has shown that the project site is 'level ground'.

8. The factual issues that need immediate redressal for the safety of the residents are to make these retaining walls safe and secure for posterity. The respondent has done some cosmetic/patch

work with RCC on the collapsed portion and that the said cosmetic/patch work is bound to prove a failure as the root cause of the failure has not been addressed, namely that there is no drainage system throughout the complex. A storm water drain that used to run all along the base of the retaining wall and which was conveying rain water flowing from the slopping upper complex areas and the water flowing out from the 'Weep Holes' in the retaining wall, has been built over while constructing the RCC wall on the broken section and that there is now no channel for the rain water to flow leading to the flooding of the areas in front of 'D' Block. Moreover, a four feet high section of RCC wall has been newly constructed to support the base of the section of the retaining wall which had developed deep cracks in December 2023 and in gross violation of engineering practices.

9. The complainants have employed the services of the Goa Engineering College who have given a detailed report on the retaining walls and the action to be taken in the matter of safety and security. The project has undergone extensive hill cutting and filling. The structures are sensitive and prone to catastrophes and require urgent attention. There is also perennial seepage in lower basement retaining walls of all blocks as due to the absence of drains, the rain water overflowing from tanks seeps into the retaining walls and adjacent ground. There is also severe water leakage from cracked water pipes in the areas above the beams and the surrounding concrete has washed away revealing the bare iron rods. There is also seepage in retaining walls of the gymnasium, besides seepage and leakage in the flats. These issues are a



reflection on the poor quality/workmanship during construction and need to be resolved.

10. There are also ongoing issues with essential services in the common areas that the residents are entitled to, like the Block wise/floor-wise deficiencies and damages, fitting fixtures and lights, damaged gymnasium equipment, damaged indoor sport, broken slabs, etc. which have not been attended to till date despite repeated complaints. The main entrance gate lights are not working for over one year and not a single light bulb has been placed in any staircase in the complex. It is a fundamental requirement for a staircase which is an emergency exit to be kept well lit at all times.

11. There are fire safety violations due to unauthorized and illegal open parking area. The society made a letter dated 02 August 2024, addressed to the Directorate of Fire & Emergency Services, to bring out the fire safety violations by the respondent and the Directorate conducted a fire prevention inspection of the complex and found that all hose reels, all fire extinguishers, fire pump were non-functional and emergency exit/assembly point signages were found wrongly installed. The access to fire exit staircase were found blocked by car parking spaces sold by respondent as these have to be continuously maintained free of all obstructions or impediments for full use in case of fire or other emergency. The open spaces provided around the building were also found utilized for parking in open areas purportedly sold by respondent.

12. The residents are also faced with non-functional irrigation system and discharge of sewage water into external nullah. The

residents have witnessed this unregulated discharge into the open gutter/nullah outside the complex. This issue has also been brought to the notice of the Chicalim Panchayat. The water quality has been rendered unusable. The Directorate of Health Services conducted a site inspection of the complex and found gross irregularities and that no cleaning of underground water sump and overhead water tanks had been carried out in the past four years. The lower STP which is located below block 'E' in violation of the approved plans has half the capacity than what it should be having to cater to the needs of three blocks and the residents of 195 flats. This results in open flow of filth and putrid matter. The Village Panchayat of Chicalim has recently issued a letter and the society is helpless on the matter of taking remedial measures.

13. No transfer has been carried out in terms of Section 17 to the society till date and the respondent is not coming forward to do the Deeds of conveyance. The society is formed on 10.08.2023 but the respondent willfully and/or deliberately withholding not only the amount towards maintenance collected by him but also key documents from the society like the share certificate, bye laws etc. The functioning of the society is being made impossible by the respondent as it is helpless in the matter of maintenance or doing anything to alleviate the difficulties faced by the allottees. The complainants have filed proceedings under the Goa Co-operative Societies Act, 2001 and Rules, 2003 which are statutorily being taken up before the Reconciliator. The same however does not affect the powers of this Authority under the RERA Act. The complainants are helpless in the matter of redressal of such issues.



14. The respondent has obtained the permissions by playing fraud. The project does not match the RERA plan nor the approved plan. The entire project on the approved plans is shown to have solar paneling on the roof, based on which the respondent has taken the benefit of additional FAR, but however there is not a single solar panel in the entire project till date. The respondent is statutorily responsible for all obligations, responsibilities and functions under the provisions of the RERA Act to the allottees. It is the statutory obligation on the part of the builder for proper functioning so as to be able to take over the maintenance of the complex. The respondent is also statutorily obligated to register conveyance deeds in favour of the allottee. The project has not been developed and completed in accordance with sanctioned plan, layout plan and specifications as approved by the competent authorities and has turned a blind eye to the structural defects and other defects in the workmanship, quality and provision of services and obligations despite bringing the same to his notice and maintaining essential services till the society takes over. Hence, the complaint.

15. The complainants have prayed for the following reliefs:-

- a) Revoke the registration granted to the respondent;
- b) Direct the respondent to implement the report dated 15.10.2024 under Ref. No. Report No. GEC/Civil/Cons/71 in letter and spirit and convert the 14 feet tall and 22 feet tall retaining walls to RCC retaining walls; build covered recessed/ underground storm water drains for all five blocks and common areas of the complex; address seepage issues in basements of all five blocks by providing weep holes on

walls and drainage channels below for conveying seeping water etc.

c) Direct the respondent to erect solar paneling on the roofs of the five blocks as shown in the approved plans submitted to the RERA and the authorities;

d) Direct the respondent to construct new sewage treatment plant to cater for outflow of C block;

e) Direct the respondent to carry out repairs on all boundary walls, basement pillars, flats with structural defects as reported by the residents and recorded in the society defect register;

f) Direct the respondent to place/replace all deficient and fused lighting, fitting and fixtures, repair/replace broken furniture/equipment in the club house, gymnasium, indoor sports room and common areas of the project/complex;

g) Direct the respondent to remove all the illegal parking and allot legal parking to the displaced residents;

h) Direct the respondent to hand over to the 'The Prabhu's Violetta Co-operative Housing Maintenance Society Limited', all documents, records, accounts, deeds, plans, register, approvals, papers relating to the project.

i) Direct the respondent to make conveyance deeds with all allottees/applicants nos. 3, 4, 7, 18, 28, 45, 63, 64, 66, 67, 81, 61 in whose favour the respondent has failed to execute conveyance deeds till date; and provide them with NOCs for transfer of electricity connection & house tax deeds.

j) Direct the respondent to provide share certificate to all the residents/allottees of the 'The Prabhu's Violetta Cooperative Housing Maintenance Society Limited; and provide NOC for



conveyance deed for transfer of proportionate share of land for all shareholders.

k) Declare the Contract of maintenance and/or the clauses of contract of maintenance in the sale deeds/agreements of sale entered into between the allottees and builder/promoter of Prabhu Violetta Complex, Dabolim as illegal, null and void ab-initio and direct the respondent to return to the Prabhu's Violetta Cooperative Housing Maintenance Society Limited the entire amount of maintenance fee/corpus/amount collected by it till date which is Rs. 4,21,98,000/0 (Rupees Four Crores, Twenty-One Lakhs Ninety Eight Thousand only) or such other amount this Authority decides, along with interest @ 18% per annum on the sum. *Or in the alternative,*

Direct the respondent to hand over to the Prabhu's Violetta Co-operative Housing Maintenance Society Limited, the maintenance fee/corpus/amount collected by it till date after deduction of reasonable charges which remaining amount is ₹3,20,38,800/- (Rupees Three Crores Twenty Lakhs Thirty-Eight Thousand Eight Hundreds only) in terms of the calculation chart annexed or Rs. 3.5 crores or such other amount as this authority decides;

And further to hand over annually to the Prabhu's Violetta Cooperative Housing Maintenance Society Limited; from the date of judgment upto 16.09.2028, the maintenance fee/corpus/amount collected by it on an annual basis after deduction of reasonable charges which remaining amount annually is Rs. 1,07,58,000/- (Rupees One Crore Seventy-Five



Thousand Eight Hundred only) or such other amount as this Authority decides(amended as per order dated 20.08.2025)

- m) Exercise powers under Section 35 to conduct an inquiry into the acts complained of in the present complaint;
- n) Pass an order for grant of compensation of the amount of Rs. 1,10,00,000/- (Rupees One Crore Ten Lakhs only) along with interest @18% p.a. thereon;
- o) Impose upon the respondent such penalty as this Authority deems fit and proper;
- q) Direct the respondent to forthwith form and/or register the society/association of the allottees of the Prabhu's Violetta Project in Dabolim, Mormugao in terms of Section 11(4)(e) and (f) read with Section 17 of the RERA Act 2016 and thereafter transfer the title of the common areas in terms of Section 17 along with the completion of all formalities in that regards to the society/association of the allottees that is so formed.(amended in terms of order dated 07.07.2025).

16. The respondent filed a reply inter-alia contending that the present complaint is vitiated by malafide, primarily driven by Cdr. Atul Pant who is actively engaged in litigation against the respondent and has filed multiple complaints in his personal vendetta against the respondent. Out of 368 sold units, only 91 complainants have joined this proceeding, which constitutes a minority of allottees. The remaining residents have accepted the maintenance arrangement and contractual terms without dispute. The project 'Prabhu's Violetta' is having around 373 units which started in the year 2017 and completed in December 2021 with full compliance of applicable statutory approvals, including occupancy

certificate issued by the Village Panchayat and completion certificate issued by the MPDA.

17. The respondent has executed a valid and binding Agreement for construction and sale and Deeds of sale with the majority of flat purchasers and as of date, over 320 out of 368 flats have been sold, and the complaints are restricted to a minority of residents. The respondent has formed the 'Prabhu's Violetta Co-operative Housing Maintenance Society Ltd.' and conducted the first General Body Meeting on 17.09.2023. The allegations of obstruction in the society's functioning are false and baseless. The Co-operative Housing Maintenance Society Ltd., in respect of the project "Prabhu's Violetta" was formed in the month of August 2023 and since then the project is known as "Prabhu's Violetta Co-operative Housing Maintenance Society Ltd.". The complainants filed a complaint before Reconciliator at Vasco in the month of October 2024 which is pending disposal. The maintenance charges have been used for intended purpose as per the contractual terms. The said Shri Atul Pant along with other committee members resigned without intimation and without opting for formation of the new committee.

18. The maintenance of the society is governed by Clause 9.1 of the Agreement for sale, wherein the respondent is contractually obligated to maintain the complex until 31.08.2026 extended to 16.09.2028 by mutual consent through Affidavit-cum-undertaking signed by the flat owners. The respondent is duty bound towards the flat purchasers to carry out maintenance of the common area of the said project for a period of five years as per registered Agreement for construction and sale and for additional period till



September 2028 as per the affidavit-cum-undertaking issued by the individual flat purchasers after taking possession of their respective flats and that any unspent amount collected by the respondent towards maintenance of the said building complex, if any, at the end of the contract period shall be considered as charges of the promoter or its nominee for the maintenance of the said development scheme, which is legally binding in terms of the RERA Act.

19. The partial collapse of the 14 ft. retaining wall on 23.06.2024 was promptly addressed by the respondent, who reconstructed the wall in RCC at his own cost. The complainants' attribution of negligence is baseless and contrary to facts. All allegations of structural instability are rebutted in detail in the respondent's letter dated 19.08.2024, which includes engineering explanations for the issue and immediate rectification steps. The said retaining wall was not constructed over a storm water drain, and appropriate water flow mechanism has been maintained by the respondent. The respondent is willing to bear liability for structural integrity as per the contractual and statutory obligations and has not shirked responsibility at any time. The alleged seepage, leakage and corrosion issues are exaggerated. The allegations of faulty gradient, hill cutting and hidden levels are an afterthought as all the allottees had complete opportunity to inspect the site and when loans from banks were availed, they did not report any topographical concerns.

20. The respondent has submitted compliance report dated 05.08.2024 and 01.10.2024 on the issues raised by statutory authorities and there is no pending compliance. There is no

ongoing action or non-compliance pending against the respondent from either of the said authorities. The respondent has complied with water tank cleaning directives, fire safety norms and occupancy regulations and continues to coordinate with local authorities, when required.

21. The respondent has issued notices to all the flat owners thereby inviting them to execute their respective sale deeds, and whoever came forward, their sale deeds have been executed. The majority of the flat owners have executed their sale deeds. Only a handful of complainants have not approached the respondent for execution of the sale deeds, and the respondent is willing to execute them upon request. The respondent has also issued NOCs for house tax and electricity to several residents and continues to do so upon request. The onus lies on the flat purchasers to appear and complete formalities for registration.

22. All construction was carried out after obtaining requisite approvals from the authorities. The allegations regarding deviation from plans, concealment of slope, or illegal hill cutting are unsubstantiated and technical in nature. The occupancy certificates were granted after inspection and satisfaction by statutory authorities. The project is constructed strictly in accordance with approved plans and permissions from MPDA and Village Panchayat and all constructions were issued after inspection by competent authorities. The amenities such as club house, gym, yoga room and rooms for STP staff are as per contractual commitments and are for the benefit of residents. No prejudice would cause to the flat owners as ownership of the flat is already transferred by registered sale deeds, the common areas are being



maintained as per the contractual understanding and the flat owners received services as agreed and therefore, the complaint be dismissed.

23. Argument heard. Notes of written arguments came to be filed by the parties.

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

Sr. No.	Points for determination	Findings
1.	Whether the complainants are entitled for revocation of the registration granted to the respondent?	In the negative.
2.	Whether the complainants are entitled to implement the report dated 15.10.2024 of the Goa Engineering College (GEC) as stated therein?	In the negative.
3.	Whether the complainants are entitled to erect solar paneling on the roof of the five blocks as shown in the approved plans submitted to the RERA Authority?	In the affirmative.
4.	Whether the complainants are entitled to construct new sewage treatment plant to cater for outflow of block C?	In the negative.
5.	Whether the complainants are entitled to direct the respondent to carry out repairs on all boundary walls, basement pillar, flats with structural defects as recorded in	In the negative.



	the society's 'Defect register?	
6.	Whether the respondent could be directed to place/replace all deficient or fused lighting, fittings and fixtures, repairs/replace broken furniture/equipment in the club house, gymnasium, indoor sports room and common areas of the project/complex?	In the negative.
7.	Whether the respondent is required to remove all the illegal parking and allot legal parking to the displaced residents?	In the negative.
8.	Whether the respondent is required to handover to the society all documents, records, accounts, deeds, plans, registers, approvals, papers related to the project?	By the Reconciliator.
9.	Whether the respondent is directed to make conveyance deed with the complainants no. 3, 4, 7, 18, 28, 45, 63, 64, 66, 67, 61 and 81 and provide them with NOC for electricity connection and house tax?	In the affirmative.
10.	Whether complainants are entitled for share certificate of the society and NOC for conveyance deed for transfer of proportionate share of land for all share holders?	In the negative.
11.	Whether complainants are entitled to declare the contract of maintenance	In the affirmative.

	and/or the clauses of contract of maintenance in the sale deeds/agreements of sale entered into between the allottees and builder as illegal and direct the respondent to return the maintenance fee/corpus/amount collected by it till date after deduction of reasonable charges to the Prabhu's Violetta Cooperative Housing Maintenance Society Limited.	
12.	Whether the complainant is entitled for compensation of ₹1,10,00,000/-?	In the negative
13.	Whether the complainants are entitled to direct the respondent to transfer the title of the common areas in terms of Section 17 to the society.	In the affirmative.
14.	What order? What reliefs?	As per final order.

## **REASONS**

### **Point No. (1)**

25. The complainants have prayed for revocation of registration granted to the respondent, presumably under Section 7 of the Act, under which the Authority on the basis of the complaint or suo moto or on the recommendation of the Competent authority revoke the registration granted under Section 5 after being satisfied that (a) the promoter makes default in doing anything required by or under this Act or the rules or the regulations made thereunder; (b) the promoter violates any of the terms or conditions of the approval

given by the Competent Authority; (c) the promoter is involved in any kind of unfair practice or irregularities.

26. There is no dispute that the Registration Certificate under RERA was issued dated 04.05.2018 to the said project valid from 04.05.2018 till 31.12.2022 unless extended by the Goa RERA. The subject project has been completed well before 31.12.2022 which is the date of completion. The completion certificates are dated 03.09.2021, 25.01.2021 and 06.12.2021 respectively, admittedly issued by MPDA which are produced by the respondent.

27. It is therefore since the validity of the registration granted ended on 31.12.2022 and that there is no evidence on record that the respondent made any default in doing anything required by or under the Act or that the promoter violated any of the terms or conditions or that the approval given by the Competent Authority or that the promoter is involved in any kind of unfair practices or irregularities, the revocation of such registration, which has already ended, cannot be granted. Hence, above point is answered in the negative.

**Point No. (2)**

28. Ld. Advocate Ms. Fawia Mesquita for the complainants has submitted that on 23.06.2024 the complex was faced with a major catastrophic, as a large portion of the 14 ft. tall retaining wall supporting the garden, outdoor sports area and two swimming pools, have collapsed. The said 14 ft. tall retaining wall was already fraught with large and open cracks for a long time posing imminent danger and the same was brought to the notice of the respondent on many occasions; however nothing was done about it



by the respondent. The respondent has only done patch work which is not sustainable. The retaining wall as they are, are in gross violation of engineering practices and are bound to create instability due to accumulated water behind the 14ft RCC structure. The complainants prepared through GEC a report which has elaborated various other concerns and if the same is not addressed in full proof manner within five years, the allottees would face trouble throughout their lifetime and therefore, the promoter maybe directed in terms of Section 14(3) to implement the GEC report to their satisfaction.

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29. Per contra, the Ld. Advocate Yogesh V. Nadkarni for the respondent has submitted that the report prepared at the instance of Cdr. Atul Pant, the then Chairman of the society states that the GEC team accompanied said then chairman and many residents of the society and the said report has been prepared behind the back of the respondent, who was not present at the time of the inspection conducted by the GEC and therefore, it is not binding on the respondent. The developer was also not notified about the said inspection and the minimum requirement is that the developer of such a real estate project had to be notified and should be called upon to be present during the site inspection conducted and therefore, the report dated 15.10.2024 of GEC prepared behind the back of the developer needs to be outrightly rejected. In any event, he submitted that the said portion of the retaining wall has been reconstructed in RCC structure entirely at the cost of the respondent and the structural integrity remained unaffected and that respondent would assume full responsibility for any future issues.

30. Admittedly, the complex was faced with a catastrophe as a portion of 14 ft. retaining wall collapsed on 23.06.2024 and that the respondent through GEC inspected the site, which submitted a report regarding the structural stability, although the respondent being a developer, was not notified at the time of inspection. Nonetheless, the respondent was requested to take action vide communications dated 31.07.2024, 04.08.2024 and 29.08.2024 and the said report was brought to the notice of the respondent. Be that as it may, the said retaining wall, although not part of the approved plan, but the same was built for the safety of the project and well being of the allottees, due to the topography. There is also no dispute that the said retaining wall was repaired with RCC to prevent collapse in future in terms of the recommendation in the report of GEC.

31. No report after the reconstruction to the said portion of retaining wall with RCC has been produced on record by either of the parties unfolding the structural stability of the said compound wall. In any event, the respondent has assumed full responsibility for any future issues and therefore, any grievances with regard to future issues of the said retaining wall have been taken care of by the respondent. The submission of Ld. Advocate Ms. Mesquita with regard to five year defect liability period in terms of Section 14(3) does not arise as the respondent categorically and expressly clarified that it would assume full responsibility for any future issues and therefore, the above issues as regards to the retaining wall and implementation of the report of GEC is deemed to be satisfied.



32. The other grievances of the complainants with regard to built covered recessed/underground storm water drains for all five blocks and common areas of the complex seepage issues in basement of all the five blocks, by providing weep holes on walls and drainage channels below for conveying seepage water etc. have to be taken care of by the respondent during the defect period, although, it is clarified by the respondent that the entire stretch of the retaining wall of the basement parking in block C, D and E are exposed to hard rock, from one side and that the seepage of water on this wall is as a result of the walls being exposed to hard rock, which resultantly causes dampness during the monsoon season and that the paint of the wall gets peeled off.

33. Nonetheless, the respondent is expected to assure that the structural integrity remained unaffected. The respondent also has to assure that the rain water ingress into lower basement of block C and D should not reoccur, although it is stated that the damaged aluminum sheets between block C and D have been replaced and that the said problem should not creep again. The respondent has also clarified that the RCC wall is not built on any storm water drain and that the proper water flow provision is maintained by the respondent for flow of rain water and has to assure the retaining walls are structurally fit and that the seepages do not reoccur again and there should not be any future concern of the unit holders in the project. Hence, the above point is answered accordingly.

**Point no. (3)**

34. Ld. Advocate Ms. Mesquita for the complainants has submitted that the respondent has not erected solar paneling on the

roof of the five blocks as shown in the approved plans submitted to RERA and the authorities concerned. She further submitted that the approved plans and the plan submitted to the RERA Authority show solar paneling on the roof of five blocks constructed by the respondent. As against that, Ld. Advocate Y. V. Nadkarni for the respondent has submitted that the completion as well as the occupancy certificate were granted and that there is no whisper in the complaint as to how non erection of the solar panels would cause any injury or prejudice to the complainants nor such a relief can be adjudicated by the RERA.

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35. Chapter III of RERA Acts deals with functions and duties of the promoter. Section 11(3) of the RERA Act states that the promoter at the time of booking and issue of allotment letter shall be responsible for the sanctioned plans, layout plans along with specifications approved by the Competent Authority and under Sub-Section 4(a) of Section 11, the promoter shall be responsible for all obligations, responsibilities and functions under the provisions of the Act. It is also well settled that the drawings and plans shown in sanctioned documents of the project fall under the purview of the RERA Act, 2016 and that developers are required to submit their approved building plans, layout plans and specifications during the project registration process and are legally bound to construct the project in accordance with the sanctioned plan, layout and specification submitted to the RERA and other Authorities.

36. There is no dispute that the solar paneling on the roof of the five blocks has been shown in the approved plans submitted to the Goa RERA. There is also no dispute that the respondent have



not erected the solar paneling on the roof of the blocks, although it is argued by Ld. Advocate Y. V. Nadkarni that the completion as well as the occupancy certificate were granted and that there is no whisper in the complaint as regards to how non erection of the solar panels would cause any injury to the allottees, which submissions belie the avowed object of the Act as installation of solar panels would assist the allottees for power generation, water heating and lighting, amongst other applications.

37. In any event, the solar energy, if installed would use powering homes, charging electronic devices like phones, heating water for household use or swimming pool for it is also used for solar power pumps, ventilation, cooking, etc. The other uses of solar paneling could be providing electricity for homes and businesses, powering appliances and lighting system, charging batteries and allowing for power usage during power outages, which would provide a cost effective and sustainable lighting solution. It is therefore the respondent cannot shy away from providing solar panels on the rooftop of the buildings as shown on the plans submitted to the authorities, as it is the obligation of the respondent to provide the said facility rather than claiming that it is not for RERA to adjudicate such a relief and therefore, the above relief has to be granted to the complainants. Hence, the above point is answered in the affirmative.

**Point No. (4)**

38. The complainants have sought a direction to construct new sewerage treatment plant to cater for outflow of 'C' block. The complainants have alleged that there is perennial seepage in the



lower basement retaining walls of all the blocks as due to the absence of rains, the rain water overflow from tanks seeps into the retaining walls and the adjacent ground. There is also severe water leakage from correct water pipes in the areas. There is also seepage in retaining wall of gymnasium, besides seepages and leakages in the flat. The lower STP is located below block 'A' in violation of approved plan, which has half the capacity than what it should be having to cater to the needs of three blocks, which results in open flow of filth and the Village Panchayat of Chicalim has recently issued a letter and the society is helpless in the matter.

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39. The complainants have averred that the Village Panchayat conducted an inspection and found that the area provided for parking in the ground stilt floor of Block A & B has been converted into rooms and utilised as labour rooms; open area in front of Block B has not been properly utilized for parking leaving no space for access of emergency vehicles; all the emergency exit area on the ground floor stilt are utilised for parking space; parking spaces have been allotted to residents in front of Block 'D' and 'E', which is to be utilised as 'Access Road' and no space for access for emergency vehicle in front of Block 'C'.

40. It is also averred that the Directorate of Fire and Emergency Services, Goa inspected the site and found fire safety violations in the project; open spaces around the building found utilized for parking in violation of Goa Land Development & Building Construction (Amendment) Regulation 2023; access to the fire exit staircase on ground floor found blocked and utilised for parking; first aid portable fire extinguishers found non-functional due for refilling; fire pump found non-functional in auto

mode; fire safety, emergency exit signage not installed and maintenance staff and residents are unaware to operate the firefighting system installed in the building.

41. It is also alleged that the Directorate of Health Services inspected the site and found that the underground water sump near the swimming pool do not have raised sump covers and not properly sealed thereby there is a possibility of contamination of sump water; also seen water from STP released very close to the underground sump, which may also lead to contamination; shop owners also complained about the foul smell due to release of STP water in the drain in front of the shops and the water sample collected by the DHS was found positive for Coli form organism and therefore, it cannot be recommended for human consumption.

42. Needless to mention, as far as above issues are concerned, it is not within the jurisdiction of the Authority and the proper action would be by the authorities meant for the said purpose, including the Goa State Pollution Control Board and the Health Authorities, although it is claimed by the respondent that the maintenance and operation of the STP unit installed in the project have been adequately carried out without causing any inconvenience to the allottees of the project. The above grievances of the complainants are beyond the scope of the jurisdiction of RERA as the allegations made by the complainants and the reliefs sought necessarily involve adjudication before appropriate authorities and the RERA being a statutory body does not have the authority to grant reliefs involving the allegations made above.



43. The Hon'ble High Court of Madhya Pradesh in the case of '*M/s Shreeya Infrastructure Pvt. Ltd., Vs. RERA Authority*' has held that the jurisdiction of RERA is limited to regulation and adjudication and that it cannot assume the powers vested in Municipality or Planning Authority. There is no dispute that the complainants have filed complaints before above statutory authorities, which have taken cognizance of the complaints and it for such authorities, who are special and expert statutory bodies to deal with issues of such a nature and to initiate action as per law and not for this Authority, which is basically dealing with regulation and adjudication. It is therefore, no reliefs as prayed for can be granted. Hence, the above point is answered accordingly.

**Point No. (5)**

44. The complainants have claimed that there are various violations as regards to repairs on all the boundary walls, basement pillars, flats with structural defects as reported by the residents and recorded in the society's 'Defect register'. The complainants have produced on record the 'Defect Register'. Nonetheless, the reliefs prayed for by the complainants are lacking in specific details nor has it been specified of the purported boundary wall and/or specific basement pillar and/or specific flats and/or specific structural defects. In short, the allegations regarding alleged defects remained unsubstantiated and unproved and therefore, the said prayer cannot be granted.

**Point No. (6)**

45. The complainants have also alleged that the respondent has not replaced all deficient and fused lighting, fittings and fixtures,



repairs or replaced broken furniture/equipment in the club house, gymnasium, indoor sports room and common areas of the project, however, no such relief can be granted as it is not the case of structural defect under Section 14(3) of the Act. In any event, it is the obligation on the part of the respondent to carry out necessary repairs as stated above of the common areas/staircase and that the equipment are timely serviced and operational and all the sports equipment are in perfect condition, till all the affairs of the society, has been handed over to the new Board of Directors, which process of constitution is underway before the Assistant Registrar of Co-operative Societies. South Zone, Margao-Goa and therefore, the above point is answered accordingly.

**Point no. (7)**

46. The above issue has been answered while dilating issue no. 4 above. Moreover, it is not proved by the complainants that there is illegal parking in the projects and that some of the residents have not been allotted legal parking. It is for the individual allottee to raise such an issue or for the complainants to file appropriate complaint before the authority concerned. It is therefore the above issue is answered in the negative.

**Point no. (8)**

47. The complainants have claimed that the respondent has not handed over to the society all the documents, records, accounts, deeds, plans, register approvals, and paper relating to the project, to which, the respondent has claimed that the present complaint has not been filed by the society but it is filed by only 91 unit holders,

who are the complainants and that the said relief cannot be granted on behalf of the society. There is also no evidence to show that the society had requested for certain documents and that those documents have not been given by the respondent.

48. Admittedly, the society has been formed and it is registered under the Goa Co-operative Societies Act as the 'Prabhu Violetta Co-operative Housing Maintenance Society Ltd.' There is no dispute that the present complaint has been filed by 91 allottees on 03.02.2025, however there is no managing committee of the society at present to run the affairs of the society, as all the committee members have resigned. There is also no dispute that all the relevant documents as mentioned in the list of documents dated 06.01.2025 has been submitted before the Reconciliator, Vasco Da Gama, where the matter is presently pending for adjudication.

49. Needless to mention, under Section 17(2) of the Act, it is the responsibility of the promoter/respondent to handover the necessary documents and the plans including common areas to the Association of allottees or the Competent Authority as the case may be, as per the local laws. Presently, the above said documents have been filed before the Reconciliator at Vasco Da Gama. The documents produced before the Reconciliator and other documents have to be handed over to the Managing Committee of the Society as soon as it is formed in terms of Section 17(2) of the Act. Hence, the above point is answered accordingly.

**Points no. (9)**

50. The complainants by way of amendment to prayer 56(i) of the complaint have sought a direction to the respondent to make



conveyance deeds with the complainants, namely 3, 4, 7, 18, 28, 45, 61, 63, 64, 66, 67 and 81 respectively and provide them with NOC for transfer of electricity connection and house tax. There is no dispute nor can it be denied that under Section 17 of Act, the promoter is bound to execute a registered conveyance deed in favour of the allottees and handover physical possession of the plot, apartment or building, as the case may be, to the allottees.

51. Needless to mention, the sale deeds in favour of above said allottees have not been executed, which the respondent should not have any objection to execute and issue necessary NOC to the said flat owners for the transfer of electricity connection and house tax and therefore, the reliefs as prayed for execution of sale deed in favour of above said allottees along with NOC for transfer of electricity and house tax has to be granted. Hence, point no. (9) is answered in the affirmative.

**Points no. (10)**

52. The complainants are seeking for share certificate of the society and NOC for transfer of proportionate share of land for all share holders in the complaint filed by them. However, as rightly submitted by Ld. Advocate Y. V. Nadkarni, the said relief is not available to the complainants as the society namely 'The Prabhu Violetta Co-operative Housing Maintenance Society Ltd.,' was formed and registered and once the said society is registered, it is for the society concerned through the persons managing the affairs of the society to provide the necessary share certificates and other necessary documents to the concerned allottees and therefore, the complainants are not entitled for the said relief nor the RERA is a



forum for resolving such grievances and disputes. Hence, the above point is answered in the negative.

**Point no. (11)**

53. The complainants have claimed that the respondent be forthwith directed to register society/association of allottees of the 'Prabhu Violetta' project in terms of Section 11(4)(e) and (f) read with Section 17 of the RERA Act and declare the 'contract of maintenance' in the sale deed/agreement for sale entered between the allottees and the promoter as null and void and the entire amount of maintenance fee/corpus collected by it amounting to ₹4,21,98,000/- or such other amount along with interest @18% per annum be transferred to the 'Prabhu Violetta Co-operative Housing Maintenance Society Ltd.' from date of the order till 16.09.2028.

54. Needless to mention, there is no managing committee of the 'Board of Directors' of the society, as of now. The Assistant Registrar of Co-operative Societies, South-Zone, Margao-Goa in exercise of powers vested under Section 67(a) of Goa Co-operative Societies Act, 2003 have appointed a 'Committee of administrators' of three members to manage the affairs of the society and that the term of the committee of administrators shall be for a initial period of six months or till fresh elections to the 'Board of Directors' are held, whichever is earlier. The said notice/order dated 17.10.2025 reveal that the provisional committee constituted in the first AGM of the society was functioning, however all the five directors of the board tendered the resignation vide letter dated 29.03.2025 after filing of the present

complaint. Pertinently, two out of three persons in the committee of administrators are complainants in the present case.

55. The above prayer for registering the society/association of society under Section 11(4)(e) and (f) read with Section 17 of the Act is preposterous as the society is already formed under the Co-operative Societies Act and was functioning since 10.08.2023 upto the resignation of the managing committee, en masse. The promoter under Section 11(4)(e) of the Act has enabled the formation of the society and as such, the society has already been formed. There cannot be two societies or association of persons nor complainants are seeking for formation of a separate entity and it is for the concerned society through the managing committee to run the affairs of the society and therefore, the question of registering the society again, does not arise.

56. The next crucial aspect is transfer of the maintenance contributions to the society in derogation of the agreements for sale/sale deeds and the affidavit-cum-undertakings, wherein the complainants and other allottees have permitted the respondent to manage the affairs of the society till 16.09.2028.

57. Ld. Advocate Y. V. Nadkarni for the respondent has submitted that the Authority has no jurisdiction to grant the relief prayed for by the complainants with respect to declaring the contract of maintenance as null and void as it is for the civil court, which has the power to grant the same relief. He further submitted that the maintenance funds are collected on yearly basis from each shop/flat owners and such funds are utilised for the expenses incurred on common areas, electricity bills and other expenses. He also submitted that Clause 12(a) of the sale deeds stipulates that the



vendor or its nominee shall maintain the said complex till 16.09.2028 and the complainants, who are only 91 in numbers, in the absence of other unit holders, cannot seek such a relief.

58. Admittedly, the project has been completed and the society has been already formed. The purpose of forming society or association of allottees under the RERA Act is to allow the homebuyers to collectively manage and maintain their project, common areas and facilities and to take legal title of the property from the promoter after the completion of the project. It is the responsibility of the society once formed, for the ongoing management, upkeep and maintenance of the common areas and amenities within the real estate project, which include staircases, lifts, parks, water supply, etc.

59. It is also the responsibility of the promoter as well as the society to facilitate the formal transfer of the projects, title from the developer to the collective body of allottees and which has to be done within three months of obtaining the occupancy certificate under Section 17(2) as well as under Section 11(4)(e) of the Act. The society provides a unified platform for residents to address any collective grievances with the promoter particularly regarding structural defects, quality of amenities or any other issues that arise post possession as the association serves as a body for making collective decision that affects all residents and overall management of the property.

60. Admittedly, as per clause 9.1 of the agreement for construction and sale executed with various flat owners, the maintenance of the project was to be done by the respondent for a period of five years for last completed building, which would end



on 31.08.2026 and that the said contract of maintenance was further extended upon mutual consent for further period ending on 16.09.2028 for which the flat owners have executed sale deeds and affidavit-cum-undertakings after taking possession of the respective flats and also deposited post dated cheques towards maintenance.

61. There is no dispute that the society has been formed by the promoter after which the society was left dysfunctional and that till date the funds collected towards maintenance by the builder have not been transferred to the society along with the documents. The promoter is duty bound under Section 11(4)(d) to maintain the project till taking over of the maintenance of the project by the Association of allottees or society. The society has been formed and therefore, the maintenance should have been transferred to the society along with the finances collected towards the same and the documentation.

62. The reliance by the respondent on the agreements for sale/sale deeds/affidavit-cum-undertakings of the allottees claiming that they have permitted the respondent to manage the affairs of the society till 16.09.2028 is against the provisions of the RERA Act as the documents are one-sided and cannot be enforced on the allottees, moreover, it would defeat the very purpose of the provisions of the Act, by which the promoter is duty bound to transfer the maintenance after formation of the society, thereby allowing the homebuyers to manage the affairs of the society through its Board of directors.

63. The above so called registered agreements for sale, sale deeds or affidavit-cum-undertakings run counter to the provisions and the spirits of the RERA Act. The builder cannot retain any control of the complex once the project is completed and the society is formed under Section 11(4)(d) and (e) of the Act. The agreements for sale/sale deeds and/or affidavit-cum-undertakings unilaterally provide that the promoter shall retain unspent amount collected by the respondent towards maintenance of the said building complex, if any, at the end of the contract period shall be considered as charges of the promoter or its nominee for the maintenance of the said development scheme, which is void and not legally binding on the allottees, as it is well established that a contract is void, if prohibited by a statute under a penalty, even without express declaration that the contract is void because such a penalty implies a prohibition. The clause, namely 9.1 of the agreements for sale, as well as, the clause 12 of the sale deeds are one-sided, arbitrary, unfair and discriminatory as the respondent, being a developer, have more bargaining power and made the contract with sole autonomy.

64. It is well settled that one-sided and unreasonable clauses in the Buyer-Builder Agreement is unfair trade practices. Under the RERA Act, any clause in a Builder-Buyer Agreement that is one-sided, unfair, or inconsistent with the provisions of the RERA Act, 2016 and its associated rules is not binding on the allottees and can be declared void by RERA. The Hon'ble Apex Court in the case of '*Pioneer Urban Land & Infrastructure Ltd. vs. Govind Raghvan; (2019) 5 SCC 725*' has held that a flat purchaser cannot be bound by one-sided contractual terms, as it constitutes an unfair trade



practice and that any clause in the agreements for sale/sale deeds/affidavits that contradicts or is inconsistent with the mandatory provisions of the RERA Act is considered void from the beginning and such clauses are not final and binding, if it is shown that the allottees had no option but to sign a contract entirely framed by the builder and such clauses which create an imbalance of power are legally unenforceable on the homebuyers.

65. The complainants are seeking the clause of the agreements and the sale deeds regarding 'contract of maintenance' as void as it retains power on the builder, inspite of the society being formed, which runs counter to the provisions of the RERA Act as stated above. It is therefore, the respondent cannot claim that the majority of the flat occupants are not part of the complaint or the complainants, who are only ninety-one in numbers, in the absence of other unit holders, cannot seek such a relief, has no force in law nor the builder can have any control on the society, once society which constitutes majority of the allottees under Section 11(4)(e) of the Act is formed and duly registered. It is therefore the clauses of the agreements and/or sale deeds and/or affidavit-cum-undertakings cannot sustain and have to be declared as null and void and not binding on the allottees.

66. It is admitted position under the RERA Act that the developers must collect maintenance funds transparently in a separate account, provide itemized bills and transfer all collected maintenance amount including advance charges, sinking fund, corpus fund to the Residents Welfare Association/Society, once it is formed, the reasons being that the allottees must get a clear breakdown of charges, their usage as the said amount belongs to



the allottees and not to the builder. The developers responsibility ends when they hand over maintenance control and the collected funds are handed over to the society.

67. In the instant case, admittedly the respondent collected the maintenance fund and has been utilising towards maintenance of the buildings and other infrastructure facilities and amenities in the said complex as per the agreements with the allottees, however there a dispute regarding the amount collected and utilised for the said purpose. The promoter is duty bound to transfer the residual amount after deducting the expenses incurred to the Association of owners/society. No amount has been transferred to the society after completion of the project nor were any accounts submitted with respect to the expenditure at the time of the formation of the society, which amounts to unjust enrichment on the part of the respondent.

68. Be that as it may, the respondent shall provide a detailed audited account indicating the residual amount after deducting the expenses incurred by the respondent towards the maintenance, to the Association of owners/society, once the 'Board of Directors' takes over the affairs of the society as per the directions of the Assistant Registrar of Co-operative Societies. South Zone, Margao-Goa and therefore, the respondent cannot take pleasure in retaining the maintenance amounts in terms of agreements/sale deeds/affidavit-cum-declarations, when it is the obligation on the part of the respondent under Section 11(4)(d) and (e) to transfer the balance fund along with the audited account by the Chartered Accountant to the society. Hence, the above point is answered accordingly.

**Point No. (12)**

69. Under Section 71 of the RERA Act, compensation under Sections 12, 14, 18 and 19 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 complainants may prefer an application before the Adjudication Officer for compensation, if so desires. Hence, the above point is answered accordingly.

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**Point No. (13)**

70. The complainants have prayed for directing the respondent to transfer the title of the common areas in terms of Section 17(1) of the Act to the society, which clearly states that the promoter shall execute a registered conveyance deed in favour of allottee along with undivided proportionate title in the common areas to the Association of allottees or the Competent Authority as the case may be, in the real estate project, to which, Ld. Advocate Y. V. Nadkarni for the respondent has submitted that the Co-operative Housing Maintenance Society is only for the purpose of maintenance of the building and provision for common amenities and that the Goa Co-operative Societies Act, 2001 and Rules, 2003 does not contemplate such societies to own such common areas and therefore, it is not legally possible or permissible for the respondent to transfer the title of the common areas to any society.

71. Discernibly, Section 17(1) as well as Section 11(4)(f) of the Act mandates that the promoter shall transfer undivided



proportionate title in the common areas to the Association of allottees or Competent Authority. The provision is enacted primary to protect the interests of the allottees and ensure the builders fulfill their obligations, which has to be done within three months from the date of issuance of Occupancy certificate and if same is not done, the Authority can compel the builder to execute the conveyance deed in favour of the society. There is no dispute that society namely "Prabhu Violetta Co-operative Housing Maintenance Society Ltd." has been formed however, undivided proportionate title in the common areas have not been transferred to the society, which is mandatory statutory obligation on the part of the promoter. It is therefore, the above submissions of the respondent are incongruous with the salutary provisions of the RERA Act.

72. The mere fact that the respondent has executed and registered sale deeds with individual unit holders and that the respondent has transferred to the said purchasers premises together with corresponding undivided proportionate share in the said property is not sufficient nor it satisfies the mandatory provisions of Section 11(4)(f) read with Section 17 of the Act and therefore, the submissions that the respondent has already executed registered conveyance deeds with undivided proportionate title in the entire property, including common areas, in favour of each individual allottee and that the Goa Co-operative Societies Act, 2001 and Rules, 2003 does not contemplate that such societies to own such common areas, cannot be accepted, having any merits as the RERA, which is a Central Act prevails over the state specific 'the Goa Co-operative Societies Act, 2001 and Rules, 2003' when it



comes to real estate projects, requiring registration and its provisions override inconsistent provisions, if any, in other laws concerning real estate projects, ensuring buyer protections. The complainants are therefore entitled to transfer undivided proportionate title in the common areas of the real estate project to the “Prabhu Violetta Co-operative Housing Maintenance Society Ltd.” in terms of the RERA Act. Hence, the above point is answered in the affirmative.

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**Point No. (14)**

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73. Ld. Adv. Shri Y. V. Nadkarni for the respondent has submitted that most of the reliefs sought before the Authority have already been claimed before the Reconciliator, Vasco under the Goa Co-operative Societies Act, 2001 which is filed before filing of the present complaint under the RERA Act and therefore, it is not permissible for the complainants to file two parallel proceedings for the same reliefs alleging various deficiencies on the part of the respondent. Nonetheless, the Hon'ble Punjab and Haryana on 16.10.2020 in the case of *Experion Developers Pvt. Ltd. v. State of Haryana and Ors.* [2020(2) I.L.R Punjab and Haryana 532] has held that the provision of Section 71 of the Act has to be read with Section 88 of the RERA Act, which explicitly states that the provision of RERA is in addition to and not in derogation of any other law and that the complainant was empowered to simultaneously pursue remedies in both the forum on the strength of Section 88 of the Act. It is therefore evident that the filing of the proceedings before the Reconciliator cannot be a

bar for filing proceedings under RERA Act as any aggrieved person can maintain a complaint under Section 31 of the Act.

74. The complainants have thus proved that the allottees are entitled for erecting of solar paneling on the roofs of the five blocks as shown in the approved plans submitted to the Goa RERA and other authorities, as well as for execution of the conveyance deeds with complainants nos. 3, 4, 7, 18, 28, 45, 61, 63, 64, 66, 67 and 81 and provide them with NOCs for transfer of electricity connection and house tax, so also, transfer of undivided proportionate title in the common areas of the real estate project to the "Prabhu Violetta Cooperative Housing Maintenance Society Ltd., in terms of Section 11(4)(e) and (f) read with Section 17 of the RERA Act 2016. The complainants are also entitled for transfer to the "Prabhu Violetta Co-operative Housing Maintenance Society Ltd., all the maintenance fees/corpus funds, etc., along with a detailed audited account by a Chartered Accountant indicating the amount collected from all the allottees and spent by the respondent towards the maintenance, within one month of constituting the 'Board of Directors' in terms of the notice/order dated 17.10.2025 by the Assistant Registrar of Co-operative Societies, South Zone, Margao-Goa. The respondent is liable to pay a sum of ₹1,00,000/- only (Rupees One Lakh only) as legal costs to the complainants for prosecuting the above complaint. The respondent is also liable to pay ₹5,00,000/- (Rupees Five Lakhs only) as penalty under Section 61 of the Act for violations of above provisions of the RERA Act. Hence, the above point is answered accordingly.



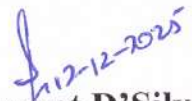
75. Having said so, I pass the following:

**ORDER**

- i. The respondent is directed to erect solar paneling on the roofs of the five blocks as shown in the approved plans submitted to the Goa RERA and other authorities.
- ii. The respondent is also directed to execute conveyance deeds with complainants' nos. 3, 4, 7, 18, 28, 45, 61, 63, 64, 66, 67 and 81 and provide them with NOCs for transfer of electricity connection and house tax.
- iii. The respondent shall transfer undivided proportionate title in the common areas of the real estate project to the "Prabhu Violetta Co-operative Housing Maintenance Society Ltd." in terms of Section 11(4)(e) and (f) read with Section 17 of the RERA Act, 2016.
- iv. The respondent is directed to transfer to the "Prabhu Violetta Co-operative Housing Maintenance Society Ltd., all the maintenance fees/corpus funds, etc., along with a detailed audited account by a Chartered Accountant, indicating the amount collected from all the allottees and spent by the respondent towards the maintenance, within one month of constituting the 'Board of Directors' in terms of the notice/order dated 17.10.2025 by the Assistant Registrar of Co-operative Societies. South Zone, Margao-Goa.
- v. The respondent is directed to pay a sum of ₹1,00,000/- only (Rupees One Lakh only) as legal costs to the complainants for prosecuting the above complaint.



- vi. The respondent is directed to pay ₹5,00,000/- (Rupees Five Lakhs only) as penalty under Section 61 of the Act for violation of above provisions 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 respondent.
- vii. The respondent is directed to file compliance report of the order in the form of an affidavit within 60 days of this order, failing which further legal action will be initiated by the Authority under the RERA Act, for execution of the order.
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(Vincent D'Silva)  
Member, Goa RERA

Panaji, Goa.  
Date: 17.12.2025