



GOA REAL ESTATE REGULATORY AUTHORITY

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FNo: 3/RERA/Complaint(570)/2026/975

Date: 06/07/2026

1) **Mr. Parminder Pal Singh Brar**

2) **Ms. Pia Kaur Brar**

B1/41, Safdarjung Enclave,
Ground Floor, South West Delhi,
Delhi-110029.

.....Complainants

V/s

1. **M/s Petra Builders And Developers**

A partnership Firm,

Registered under the Indian Partnership Act 1932,

Having its office at 29/157A,

Tides, TOC H Nagar,

Near Cochin Gymkhana Club,

Vyttila, Ernakulam, Kerala-682019.

2. **Mr. M.A. Iqbal alias Mundodiyil Abdul Rahuman Iqbal**

Partner and landowner

R/o 29/157A, Tides TOC H Nagar,

Vyttila, Ernakulam, Kerala-682019.

3. **Mr. Roy Mathews,**

Partner & Landowner

R/o 42/540, Kadooparampil,

Ayyappankave West Road,

Ernakulam, Kochi, Kerala-682018.

Respondent(s)

1) Shri Parminder Brar remained present in person.

2) Ld. Adv.P. A Kamat for the Respondents.

ORDER

(Delivered on this 6th day of the month of July , 2026)

Case of the Complainant

- 1) An online Complaint was filed on 05/05/2026 by the above Complainant. In this matter the gist of the complaint filed by Shri Parminder Brar is as follows:-
 - a) That he bought and paid for a flat in the development project by the name of “Casa De Alegria” on 09/05/2025 on an stated cost of Rs. 90,00,000/- (Rupees Ninety Lakhs Only), of which Rs. 80,00,000/- (Rupees Eighty Lakhs Only) have been already paid.
 - b) At the time of purchase, the project was and, even till date, not registered with RERA.
 - c) That at the time of purchase, the developer represented that a total of 8 units were being built.
 - d) Thereafter, due to a delay in project delivery and his complaints, suddenly and unfairly, the developer raised the dispute of non-payment of installments “due” and issued a legal notice to cancel his allotment.
 - e) That in the course of this dispute in a series of mutual correspondences”, particularly vide a Wats App communication, the builder/promoter attached a document which purportedly showed that the builder/promoter has approached the Town and Country Planning Department for seeking construction of an additional unit, thereby, bringing the total units at 9 and as there was area more than 500 sq mts, placing the project squarely within the mandatory requirement of RERA registration as laid down in Section 3 , RERA Act.
- 2) In sum, due to the documentary evidence of a alleged plan submitted for approval (1(e) above), complainant sought relief under RERA, including an interim order directing the promoter not to disposes him.



3)

Process Initiated

Even though the approved plan submitted by the Complainant showed only 8 units, yet in as much as the alleged “voluntarily” given documentation (subsequently) by the builder, showed potentially 9 units, the Complaint was registered. Notice dated 13/05/2026 was issued to the Complainant. The complainant submitted the requisite documents. Further a Notice dated 15/05/2026 was issued to the respondents.

4)

Response of the respondents

The Respondent took the following defense:-

- a. That the TCP and other documentation approved by the respective statutory authorities, clearly shows that the project consisted of 08 units only. 04 to be retained by the builder and, 04 to be sold.
- b. The documentation submitted by the Complainant ie Agreement of Sale and the related documents /plans, were not denied.
- c. It was asserted that as RERA was not applicable, no registration was sought.
- d. That the Legal relationship between complainant and respondent, including notice for termination and termination, are not covered by RERA.

5)

RERA Query

The complainant's counter point was that the “WatsApp” document (See Para 1 (e)) showed that the respondent sought to increase the no. of units to 9 surreptiously, and because of his complaint to RERA, hastily withdrew his proposal from TCP.

- 6) To this end, respondent was directed to:
 - a. Specifically acknowledge or deny the authenticity of the document sent by the respondent to the complaint on Watts App.
 - b. That whether the said document was actually submitted to any competent Authority?
 - c. If so, whether and when it was withdrawn?

7) **Respondent's final reply and Affidavit dated 13/06/2026**

In the said reply, it was asserted that:-

- a) Respondent acknowledged that on the Wats App message to the Complainant, the alleged "Plan" was forwarded.
- b) That, however no formal application for such a change in number of dwelling units, beyond previously approved 8, was even attempted.
- c) That the complainant thus should be put to strict documentary proof to establish the veracity of his allegation at Para 5 above.
- d) That, they have no plans for an expansion of the project size despite having the requisite FAR.
- e) That RERA is free to take (d) above as an undertaking of the Respondent or may impose a specific condition to this effect, with which they will comply.
- f) That the documents sent was more in nature of exploring a possibility, but, merely by doing so but not acting on it, does not in any way constitute a violation of any provisions of RERA. The same was not "advertised" and never put as a marketable option directly or indirectly.

8) **ORDER**

In the totality of documents and Circumstances, it can be held without any doubt that the Complainant's apprehension at Para 5 were ex facie valid, in view of the "plan" showing a possible enhancement of one unit sent by the Respondent on the Wats App. — That such a proposal was formulated is not being denied by the

respondent. However, it was never acted upon, This, cumulatively does not muster sufficient basis to insist on a RERA registration, even though the concern of promoter's dehorning the RERA Framework by clever and surreptitious ways, is a known anxiety of RERA Authorities.

- 9) A) Accordingly, while no finding of violation of RERA framework can be returned, it is imperative to take the submission of the Respondent at Para 7(d) & (e) above seriously, as the plan document did become manifest. It is this submission on which the rests the burden of this decision. The Respondent, M/s Petra Builders And Developers and other promoters are therefore directed to stand by their submission/undertaking ie ***"On the same day I had sent the site plan produced as Annexure no. 4. I say that there caption typed on annexure no. 4 mentioning proposed 9th flat which is typed by the complainant and there is no floor plan of additional floor on this plan. I say that by mistake the said site plan was sent to the complainant by me and there is no proposal for construction of additional floor and we have not applied or obtained any permission for additional floor"***.
- B) All the Respondents are also directed to specifically mention this order in any proposal that they may wish to move to Goa RERA either singular or jointly.
- 10) The Complainant is free to pursue his remedies for cancellation of his allotment in the appropriate forum. Further, Complainant is free to approach this Authority, if the documentary evidence of the allegations at Para 5 emerges.


Dharmendra Sharma, IAS(Retd)
Chairperson, Goa RERA