**GOA REAL ESTATE REGULATORY AUTHORITY**

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

F.No: 3/RERA/Complaint(476)/2025/1683 Date: 10 /11/2026

**Mrs Mayuri Prashant Shetkar**
**And Mr. Prashant Shetkar**
**(Special Power of attorney dated 14 December 2024)**
H.No.25, Chinchwada, Chimbel,
Ribandar, North-Goa 403006 .....**Complainants**

*V/s*

**M/s Expat Projects & Development Private Ltd**
Above Ronaldo Hotel, Vida Uptown,
Panelim Village, Kadamba Plateau, New Panaji,
Old Goa Highway, Next to Gera School,
Goa, North Goa-403002 ..... **Respondent**

**ORDER**
**(Dated 10.11.2026)**

This order disposes of the online complaint dated 10/04/2025 filed by Mrs Mayuri Prashant Shetkar And Mr. Prashant Shetkar (complainants) before the Goa Real Estate Regulatory Authority (Goa RERA) against the M/s Expat Projects and Development (Respondent) under Section 31 of Real Estate (Regulation and Development) Act, 2016, (hereinafter referred to as 'the Act of 2016') alleging that the Respondent has failed to construct and deliver the possession of the apartment booked by the complainant for a total consideration of Rs. 21,45,000/- (hereinafter referred to as the subject property) located in the

building Known as "Expat VIDA phase 2" registered vide No. PRGO04180244 with Goa RERA (hereinafter referred to as the said project) within the agreed time period, and thereby seeking refund of the total amount paid by the complainant to the respondent along with interest as due thereon.

2) The submissions made by the Complainant in support of his case in succinct are as follows:

i) The Complainant have submitted that after reading the advertisement published by the promoter in the local newspaper of Goa, they visited the office of the respondent and during initial interaction with the Authorized Representative of the respondent, the complainants were informed that the flat would be completed and the possession would be handed over to the complainants within 3 years from the date of booking of the said flat and payment of initial amount of Rs.10,00,000/- (Rupees Ten Lakhs only). Consequently, the respondent issued an option letter dated 31.12.2016 granting the complainants the option to purchase and acquire the subject property from the promoter for a total lumpsum price of Rs.21,45,000/-.

ii) The said Option letter was accepted by the Complainants on 5 January 2017, following which ₹10 lakh was paid as the initial booking amount. The complainants were thereafter issued a Customer ID as well as booking ID B1602901 by the Respondent. Further instalments were paid between 2019 and September 2023 and the total payment made by them so far amounts to ₹22,83,000/- including ₹92,379/- towards GST. In support of his contentions, the complainants placed copies of bank statements as well as receipt of these amounts issued by the promoter respondent on record. The datewise details of the payments made by the complainant to the respondent so far, are as follows:-

| Payment details | |
|---|---|
| **Date** | **Amount Paid** |
| 07.01.2017 | 1,50,000/- |
| 13.02.2017 | 8,50,000/- |
| 02.02.2019 | 2,85,800/- |
| 13.05.2022 | 6,34,821/- |
| 06.04.2023 | 1,35,000/- |
| 08.09.2023 | 1,35,000/- |
| 11.09.2023 | 92,379/- |
| Total | 22,83,000/- |

iii) The Complainants have further alleged that the Respondent accepted for more than 10% of the apartment's consideration without executing and registering an Agreement for Sale, thereby violating Section 13 of the Real Estate (Regulation and Development) Act, 2016.

iv) The Complainants have denied refusing to execute the agreement. It was stated that although a draft Agreement for Sale and a statement showing an increased total cost of ₹33,29,776/- was provided on 13th September 2023. It was further pointed out that by that time, the complainant had already paid a total amount of Rs.22,83,000/- which exceeded the total consideration amount of Rs.21,45,000/- as stipulated in the said option letter. The Respondent's authorized representative informed them that the document was only a draft and that they would be called upon to sign it later. They maintain that they repeatedly requested execution of the agreement, no registered document was however, executed. Complainants have further contended that the Option Letter, payment receipts, correspondence and draft Agreement for Sale establish their status as allottees rather than investors and that non-execution of a registered Agreement for Sale does not extinguish their statutory rights under RERA, particularly their right to

seek a refund under Section 18. Even assuming they had declined to sign the agreement, they argue that the Respondent was prohibited from collecting more than 10% of the consideration without registration. It was further clarified that their request to include Mrs. Mayuri Shetkar as a co-applicant was made to facilitate obtaining a housing loan and did not indicate financial default or an intention to speculate in property.

v) Regarding construction, the Complainants allege that the project remained substantially incomplete long after the promised possession date and an occupancy certificate, was yet to be issued and electricity, water connections, lift facilities, were yet to be made operational besides there has been leakage, defective construction and substandard workmanship and thus the Respondent's assertion that 90% of construction was completed; was not acceptable and the complainant further relied upon site photographs to substantiate their allegations.

vi) Referring to Respondent's explanation that COVID-19 caused the delay, it was pointed out by the complainants that the original possession deadline of December 2019 preceded the pandemic. It was further stated that they fulfilled their payment obligations while the Respondent failed to complete the project and deliver the apartment within the promised period.

vii) The complainants have also denied that their booking was a speculative investment intended for resale and further, stated that the possibility of earning rental income does not deprive them of allottee status. The allegations of evading stamp duty, registration charges, GST or other taxes were also denied

viii) The complainants have further submitted that they issued a legal notice on 29 November 2024, demanding a refund of ₹22,83,000 with interest at 12% per annum, the Respondent, however, neither refunded the money nor satisfactorily addressed their grievances and thus having lost confidence in the project, they seek withdrawal rather than possession.

ix) The complainant have denied the Respondent's objections concerning jurisdiction, limitation, non-joinder of necessary parties and the alleged civil nature of the dispute. They maintain that the matter involves statutory violations under RERA and that the Authority is competent to adjudicate it.

x) The complainants have further submitted that since their withdrawal results from the Respondent's delay and deficient construction, it is not voluntary cancellation without cause; the proposed cancellation deductions of 5% or 10% is not attracted in the present case. The complainant thus sought relief in terms of refund of various payments totaling ₹22,83,000/- paid by it to the Respondent, with interest at 12% per annum from the respective payment dates until refund, Interest and compensation for delayed possession, ₹9,45,000/- towards alleged loss of rental income, with interest and compensation of ₹3,00,000/- towards mental agony, harassment and financial hardship. Besides, a sum of ₹50,000/- towards legal expenses was also prayed for in addition to appropriate action against the Respondent for alleged violations of RERA. To support its claim for legal expenses, the complainant also placed a receipt issued by their Advocate in respect of fee of Rs.30,000/- paid by the complainant for the purpose.

3) Per Contra, the case of the Respondent in brief is as follows:-

i) While assailing the maintainability of the complaint, the respondent has contended that the complaint is essentially a civil money-recovery dispute rather than a RERA contravention and thus the Authority lacks jurisdiction to the matter particularly in the absence of a registered Agreement for Sale. It was further submitted that the Complainants were investors rather than allottees under the RERA Act since the Option Letter dated 31 December 2016 was an investment arrangement rather than a legally enforceable or registered Agreement for Sale which was intended to generate profits through resale or rental income. Further, the Complainants never acquired

allottee status because they repeatedly declined to execute and register the required agreement thereby also committing violation of Section 13 of the Act. The Respondent also submitted that the complaint is barred by limitation because the alleged cause of action arose in 2019, whereas proceedings were instituted considerably later. Besides, it raised objections concerning non-joinder of necessary parties, service of notice at the company's registered office and alleged suppression of material facts by the Complainants.

ii) It was further submitted that it made several attempts to secure execution of the Agreement for Sale and referred to correspondence dated 27 September 2018 and an email dated 29 December 2021 vide which the draft agreements were supplied, but the Complainants failed to cooperate perhaps on account of financial constraints as Sh. Prashant Shetkar, the complainant later sought to include his wife, Mrs. Mayuri Shetkar, in the transaction because she was eligible for a housing loan. The Respondent has further alleged that the complainants intended to resell the apartment at a profit without completing the formal purchase process and paying the associated statutory charges.

iii) The respondent has controverted the Complainants' assertion that the original consideration was ₹21,45,000/- maintaining that the price of a one-bedroom apartment was ₹30,00,000/- and that additional charges were payable separately. As against the claim of payment of Rs. 22,83,000/- made by the complainant, the Respondent has stated that only ₹21,60,000 was received towards the project, while ₹30,621 was received towards applicable taxes and expressly denied receiving ₹92,379 towards GST.

iv) While alleging that the payment of instalments was irregular & delayed, the respondent contended that approximately 90% of construction has been completed and further denied that the work is substandard or the apartment suffers from leakage, or that the project has remained incomplete to the extent alleged. The Respondent has further sought to attribute delay in

construction to the COVID-19 pandemic, including labour shortages, restrictions on material movement, increased raw-material costs and delayed payments from purchasers and relied upon the force-majeure provisions contained in the draft Agreement for Sale. The Respondent has also opposed the enforceability of the alleged possession deadline of 31 December 2019, arguing that no binding possession date or corresponding delay penalty can be enforced without an executed Agreement for Sale and further also submitted that the Complainants cannot demand contractual benefits while refusing to undertake their own contractual obligations. As to cancellation charges, was stated that the Complainants were informed that these would be applicable cancellation charges in the event of unilateral withdrawal and thus sought a deduction of 5% of ₹21,60,000.

v) It has further denied receiving the legal notice dated 29 November 2024 and also the Complainants' entitlement to a refund, interest, loss of rental income, compensation for mental agony or legal expenses. The Respondent maintains that other RERA complaints against the developer are distinguishable because they involved executed Agreements for Sale or were decided on their individual facts. Thus, the respondent prayed for dismissal of the complaint on grounds including lack of jurisdiction, absence of allottee status, limitation, non-execution of the Agreement for Sale, non-joinder of necessary parties and alleged concealment of material facts.

4. During the proceedings, the Complainants filed rejoinder to the reply filed by the Respondents, followed by a sur-rejoinder thereto filed by the Respondents and also a sur rejoinder thereto by the complainant. Both parties also filed affidavit in evidence as well as additional affidavits/ submissions.

5. I have heard the arguments advanced by both sides, complainant represented by Adv. Parimal Redkar and Respondent represented by Adv. Pritesh Shetty as well as perused the records of the case. After going through the entire

records of the case, the points which arise for my consideration and findings thereon for the reasons to follow, are as under:-

| Sr. No. | Points for determination | Findings |
|---|---|---|
| A | Objections raised by the Respondent as to the maintainability of the complaint<br><br>(i) The relief sought under Section 18 of the Act is not tenable since no Agreement for Sale has been executed between the promoter and the complainant. The option letter dated 31.12.2016 issued by the respondent and the acceptance of the option conveyed by the purchaser complainant vide letter dated 05.01.2017; do not constitute a valid contract under the law.<br>(ii) The complainant is an investor and not an allottee under section 2(d) of the Act and thereby the present complaint being essentially a recovery of money petition, should have been filed before the Civil Court.<br>(iii) The present complaint is barred by law of limitation. | In negative and as per Para 4 |

| | | |
|---|---|---|
| B | Whether the Promoter Respondent failed to complete the projects and to give possession of the duly completed flat booked by the allottee in time? | In affirmative. |
| C. | Whether the Respondent is liable under section 18(1) the Act, to refund the entire amount received by it i.e Rs.22,83,000/- from the Complainants along with interest from the date of payment of respective amounts and whether clause 10(c) of the tentative draft Agreement impacts the issue in any manner? | In affirmative and as per Para 5 |
| D. | Whether the promoter in the facts and circumstances of the case, is liable for levy of penalty for violation of Section 3 of the Act? | In Negative |
| E. | Whether the promoter is liable for levy of penalty for violation of Section 13(1) of the Act? | In affirmative |
| F. | Whether the complainant is entitled to a sum of Rs.9,45,000/- alongwith interest for loss of possible rental income which they would have earned by renting the subject property for the period from the initially promised date of possession i.e. 31.12.2019 and till date? | In negative and as per para 8 |

| | | |
|---|---|---|
| G. | Whether the Respondent is liable to pay to the complainant the litigation cost i.e. fee for filing of the present complaint and fee paid to the Advocate for the purpose? | In Affirmative as per Para 9 |
| H. | Whether the Complainant are entitled to claim compensation for mental harassment and torture, financial and other hardships? | As per Para 10 of the Order |

4) **Point No. A**

i. It is not in dispute that in the present case, no agreement for sale was executed between the complainant and the promoter. The complainants while denying any refusal to execute the agreement, have stated that a draft agreement for sale showing an increased total cost of Rs.33,29,776/- was provided to them only on 13.09.2023 when it had already paid a total amount of Rs.22,83,000/- as against the total consideration amount of Rs.21,45,000/- stipulated in the option letter dated 31.12.2016. Further, they were informed that they would be called for execution of the same later. The Respondent on the other hand has alleged that though a draft of the Agreement to Sell was initially forwarded to the complainants vide communication dated 27.09.2018 with a request to sign the same and the matter was also followed up further vide email dated 29.12.2021, the complainants refused to sign the agreement perhaps on account of their financial difficulty.

ii. Irrespective of the submission made by the respective parties qua the execution of the Agreement to Sell, it is an admitted fact (by both parties) that an option letter dated 31.12.2016 was issued by the promoter to the

complainant purchaser for purchase of an apartment which was responded to by the complainant vide letter dated 05.01.2017 by accepting the option offered. A perusal of the said option letter further reveals that the said letter is drafted as a contractual document in the nature of offer made by the Promoter to the Complainant Purchaser, terming Promoter Respondent as 'Executant No.1' and the Complainant Purchaser as 'Executant No.2' under the head 'Parties'. Further, body of the said letter contains three distinct sections under the headings 'BACKGROUND', 'GRANT OF OPTION' and 'TERMS'. Under 'GRANT OF OPTION', an offer is made to the Complainant Purchaser for purchase of a residential flat admeasuring 380 sq.feet carpet area for a total lumpsum price of Rs.21,45,000/- subject to the stipulations made under the heading 'TERMS' which inter alia included the provisions for pro rata decrease or increase in price in case the final area of the option flat is less than or exceeds the area of the flat as per approved plan. The remaining terms recorded that Stamp Duty, Registration fee and incidental expenses in respect of Agreement to Sell shall be payable by the purchaser besides the taxes, electrical meters service and installation charges, maintenance deposit and charges etc. The said option/offer was accepted by the complainant purchaser vide communication dated 05.01.2017 stating that he has gone through the tentative building plan and accepts flat No.1 BHK – 073 consisting of 1 BHK in the proposed project 'VIDA Phase 2'. The complainant purchaser also informed the respondent promoter that it has already issued check No.540328 and 540329 dated 05.01.2017 and 10.02.2017, both drawn at State Bank Of India Panaji Branch for an amount totaling to Rs.10,00,000/- in favour of M/s Expat Projects and Development Pvt. Ltd. towards the payment of the option flat. The complainant purchaser further specifically agreed to pay the balance amount of Rs.11,45,000/- towards purchase of option flat and also confirmed signing of the product application Form at the time of finalizing

the unit as well as accepting/ agreeing to the terms and conditions mentioned therein. Pertinently, both the check No.540328 and 540329 dated 05.01.2017 and 10.02.2017, were duly realized resulting in receipt of a total amount of Rs.10,00,000/- by the Promoter Respondent.

iii. In this context, it would be beneficial to refer to the observation of Hon'ble MahaREAT in case titled **Ruma Mehta & Another vs Paroch Developers LLP (AT006000000078910)** where facts of the case were somewhat similar to the present case. Hon'ble MahaREAT vide its order dtd 09-06-2026 held as follows:-

> "17. The closer examination of the allotment letter reveals that it discloses the description of the property, flat, consideration amount, payment schedule, and terms and conditions, etc. In our view, it fulfills all the ingredients of a valid and concluded contract.
>
> 18. Clause (a) of section 2 of the Contract Act, 1872, talks about the proposal and clause (b) of section 2 of the Contract Act, 1872, speaks about the promise. Clause (a) of section 2 lays down that one person signifies to another his willingness to do or to abstain from doing anything, with a view to obtaining the assent of that other to such act or abstinence, he is said to make a proposal. Clause (b) of section 2 states that when the person to whom the proposal is made signifies his assent thereto, the proposal is said to be accepted. A proposal, when accepted, becomes a promise. On careful examination of the allotment dated 22.04.2014, acceptance of payments in furtherance of the said allotment letter reveals a clear picture of fulfilment of clause (a) and (b) of section 2 of Contract Act, 1872.
>
> 19. Therefore, in view of the above we are of the considered view that the said letter of allotment constitutes a valid and concluded

contract of sale purchase transaction, which is enforceable under the provisions of RERA Act, 2016."

iv. In the present case, the said option letter dated 31.12.2016 read with the acceptance of option/offer conveyed by the complainant to the respondent vide its communication dated 05.01.2017; clearly provided the requisite details of the subject property i.e. reference number of the subject property with the name of the project, carpet area, consideration amount and terms and conditions etc. so that the offer made and acceptance thereof, were well understood by the parties. Thus these two communications provide all the essential ingredients of a valid contract in as much as there was a specific offer made by the Promoter Respondent to the complainant purchaser through the said option letter dated 31.12.2016, for purchase of the subject property and the same was accepted by the respondent vide its communication dated 05.01.2017 making the initial payment as well as agreeing to various terms and conditions including the making of the balance payment. It would thus be safe to infer that there existed a valid and concluded contract between the parties. As the draft of Agreement for Sale which has been referred to by the complainant as well as the respondent, was never executed and registered; the net resultant position emerging from the conjoint reading of the said option letter dated 31.12.2016 and the acceptance by the purchaser complainant vide letter dated 05.01.2017; would constitute the contractual framework in the present case for examining the liability of the promoter under the Act including the liability under Section 18 of the Act for delay in completion of the project and handing over of the possession of subject property to the complainant.

v. The option letter dated 31.12.2016 and the acceptance letter dated 05.01.2017, however, do not disclose the date of possession although the complainant has claimed the promised date of possession to be December

2019. In the above context and in the absence of execution and registration of an Agreement to Sell, it would be beneficial to refer to the decision in the case of Fortune Infrastructure (Now known as M/s. Hicon Infrastructure) & Anr. V/s. Trevor D'Lima & Ors. [(2018) 5 SCR 273] whereby Hon'ble Apex Court has held that if the date of possession is not mentioned in the agreement, the promoter is expected to hand over the possession of the unit within a reasonable time and the period of three years was held to be reasonable time. Taking note of the fact that the acceptance of the option/offer by the complainant purchaser was made on 05.01.2017, the due date of possession of the said flat would be 4th January, 2020.

vi. The other plea raised by the respondent as to the maintainability of the complaint preferred by the complainant under Section 31 of the Act is on the ground that the complainant is an investor and not an allottee under section 2(d) of the Act. It was further stated that Complainant Purchaser invested in the project with purely commercial/ speculative objective or to earn rental income etc. and thereby the present complaint being essentially a recovery of money petition, should have been filed before the Civil Court.

vii. Per Contra, the Complainants while denying the plea of the Respondent, have submitted that the Option Letter, payment receipts, correspondence and draft Agreement for Sale establish their status as allottees rather than investors. Further, there is no document or material on record to show it otherwise and thereby the Complainants have every right to approach this Authority.

viii. The term 'allottee' is defined under Section 2(d) of the Act which reads as follows:-

"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 (whether as freehold or leasehold) 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;"

ix. The above definition reveals that the Act gives wider connotation to the term allottee as it includes not only the person to whom a plot, apartment or building has been allotted, by the promoter, be it freehold or lease hold but also any person who has been transferred a plot, apartment or building by the promoter even otherwise and further also includes the person who subsequently acquires the said allotment through sale, transfer or otherwise.

x. It is further relevant to note that while the Act does not provide for any definition of the term "Investor", the definition of the term 'allottee' attempts to include various possibilities and arrangements which further gets amplified in the Explanation given under Section 14 of the Real Estate (Regulation and Development) Act, 2016 which reads as follows:-

"For the purpose of this clause, the allottees, irrespective of the number of apartments or plots, as the case may be, booked by him or booked in the name of his family, or in the case of other persons such as companies or firms or any association of individuals, etc., by whatever name called, booked in its name or booked in the name of its associated entities or related enterprises, shall be considered as one allottee only."

xi. In view of what has been noted herein above, the contentions of the respondent as noted at point A (i)&(ii) in the tabulation of Points for determination, are neither supported by the facts of the case nor in terms of the applicable law and thus being ill founded, are hereby rejected.

xii. The respondent has further argued that the instant complaint was also barred by the limitation period prescribed under the Limitation Act since as per the claim of the complainant purchaser itself, the subject property should have been delivered to it by December 2019 and the instant complaint was filed on 10.04.2025. In response, the complainant has submitted that due to inordinate delay in completion of construction which continues till date, it

had issued a legal notice dated 29.11.2024 to the respondent vide which the complainants had demanded from the respondent refund of the entire amount paid so far alongwith interest within 30 days. However, the said notice despite receipt by the respondent, was neither replied to nor any amount was refunded to the complainants as demanded. It was also brought to notice that the respondent has been demanding payments from the complainants continuously and the last such email was received by the complainants on 10.07.2024. It was thus submitted that from the above, it is clear that the present complaint is not barred by limitation as the cause of action is still continuing.

xiii. It needs to be noted that the Real Estate (Regulations and development) Act, 2016 per se does not prescribe any limitation period for preferring a complaint under section 31 of the Act. Pertinently, the Act prioritizes the rights of allottees in respect of a subject property forming part of an 'ongoing' projects even if transactions or agreements were made the prior to enactment of RERA and the developers are held accountable. Since neither the notice was responded by way of any reply nor any refund with applicable interest was made to the complainants, the cause of action was continuing at the time of filing of the complaint. In any case the project was registered with initial completion date of 30.06.2021 and given the fact that promoter has availed repeated extensions which presently extends till 31.12.2026, the filing of complaint on 10.04.2025 by the complainant cannot be treated as barred by limitation.

xiv. In view of what has been discussed hereinabove, this plea of Respondent does not have a leg to stand on and is there by rejected. The Point No. 'A'(i)(ii) & (iii) is thus answered in negative.

5) **Point No. B and C**

i. At the outset, it is noted that option/offer made by the respondent to the complainants vide letter dated 31.12.2016 for the purchase of the subject property; was accepted by the complainants on 05.01.2017. Under Point A, it has already been held that the conjoint reading of these 02 documents constitute the necessary contractual framework for examining the liability of the promoter in this case. It was also noted that these documents does not disclose the date of possession. However, taking note of the claim of the complainant that to the date of possession promised initially was December 2019 and also in view of the decision of the Hon'ble Apex Court in the case of **Fortune Infrastructure & Anr. V/s. Trevor D'Lima & Ors. [(2018) 5 SCR 273],** the date of possession promised by the Respondent initially in this case, was taken to be 04.01.2020.i.e three years after the acceptance of the offer by the Complainant on 05.01.2017. Pertinently, the instant project was registered for an initial validity period commencing from 05.04.2018 to 31.12.2021 i.e. the date committed by the respondent to Goa RERA for completion of project through a sworn affidavit in Form II.

ii. Though the respondent has claimed that construction of the project was complete to the extent of 90%, it has strangely enough, also placed on record a copy of occupancy certificate issued on 12.05.2022 in respect of the buildings where subject property is situated. The complainants on the other hand have submitted that the relevance of the said Occupancy Certificate for the purposes of handing over of the possession is questionable particularly in view of the fact that the Architect in its Certificate has recorded 'Infra & handing over-Nil' and also that the promoter as late as in November 2025 informed that it was still scheduling the registrations. The complainants also stated that the alleged demand letter and the emails calling for registration, only fortify his case and also placed on record the photographs of the subject property dated 16.02.2025 showing incomplete structure and sustained

dampness all over the subject property. The complainant has also alleged that not only the project and subject property were incomplete, the basic amenities were also yet not provided for. The record of the Authority reveals that the report of inspection of the project site conducted at the instance of the Authority by Goa Engineering College on 15.11.2025, to assess the status of progress/completion of the project, confirms the submissions made by the complainant qua the subject property. The report records that though many activities related to construction of the subject apartment were near completion; sanitary fittings, electrical fittings, installation of overhead and underground water tanks was yet to be done. Similarly, the progress in respect of basic amenities i.e. lifts, water pumps, electrical fittings to common area etc. was found to be 0%, besides there was hardly any progress in terms of completion of external development including water supply, disposal of sewage and sewage water, Electrical sub- station etc. in succinct, the project and the subject property as late as on 15.11.2025 were not only incomplete but also severely deficient in terms of basic amenities.

iii. Pertinently, Respondent while seeking registration of the project had committed to complete the project by 30.06.2021. Taking note of what has been noted at the preceding sub paras i & ii and also that the promoter has availed repeated extensions for completion of the project, the last extension being valid till 31.12.2026; it needs no further scrutiny to conclude that neither the project was completed in time nor the possession of the duly completed subject property could be handed over to the allottee in time.

iv. In view of above, it can be safely concluded that the Promoter Respondent has failed to complete the project and to give possession of the duly completed subject property to the allottee in time i.e. by 04.01.2020 or even by 31.12.2021 i.e. the date committed by the respondent to Goa RERA for completion of project through a sworn affidavit in Form II. Further, the complainant has opted to exit from the project and has demanded refund of

the amount paid with interest. That being the case, the provisions of Section 18(1) of the Real Estate (Regulation and Development) Act, 2016 are clearly attracted in the present case. The said provision stipulates that if Promoter fails to complete the project or is unable to deliver possession of apartment, plot or building in time and allottee intends to withdraw from the project; the Promoter shall refund to the Allottee the amounts paid together with interest from the respective dates when these payments were made, at such rate as may be prescribed. This right given to the allottee under the Act has been held to be absolute & unqualified and when elected to be availed, the money deposited by the allottee has to be refunded with interest at applicable rate.

v. The complainant in support of his contentions, has referred to the observations made by Hon'ble Apex Court in the case of **"Imperia Structures Ltd. v/s Anil Patni and Another" 2020 (10) SCC 783** whereby it was observed as below:-

"Para 25. In terms of Section 18 of the Act of 2016, if a promoter fails to complete or is unable to give possession of an apartment duly completed by the date specified in the agreement, the promoter would be liable, on demand, to return the amount received by him in respect of the apartment, if the allottee wishes to withdraw from the project. Such right of the allottee is specifically made without prejudice to any other remedy available to him".

The Hon'ble Apex Court further observed as follows:-

"The allottee may either continue in the project and claim interest for delayed possession or withdraw from project and seek refund with interest. It is up to the allottee to proceed either under Section 18(1) or under proviso to Section 18(I), The RERA Act thus definitely provides

a remedy to an allottee who wishes to withdraw from the Project or claim return on his investment."

vi. The complainant further also referred to the observations of the Hon'ble Supreme Court made in the case **of "Newtech Promoters & Developers Private Limited v/s State of Uttar Pradesh & others",** extracted as here under:-

" 24. The unqualified right of the Allottee to seek refund referred under section 18(1) and section 19(4) of the act is not dependent on any contingencies or stipulations thereof. It appears that the Legislature has consciously provided this right of refund on demand as an unconditional absolute right to the allottee, if the promoter fails to give possession of the apartments, plot or building within the time stipulated under the terms of the agreement, then allottee's right under the Act to seek refund/claim/interest for the delay is unconditional and absolute, regardless of the unforeseen events or stay Orders of the Court/Tribunal".

vii. The Respondent on the other hand, has sought to make a case for mitigation of its interest liability under section 18 of the Act for delay in handing over of possession of the subject property to the Allottee, on the ground of disruptions caused due to Covid 19 epidemic, delayed and incomplete payments as well as the clause 10 (C) of the tentative draft agreement to sell.

viii. The Respondent has contended that the delay in completion of the project was largely due to the COVID-19 pandemic impact causing labour shortages, restrictions on material movement, increased raw-material costs and delayed payments from purchasers etc. The complainant on the other hand has controverted Respondent's contention stating that the original possession deadline of December 2019 preceded the pandemic and the project is still in complete.

ix. In this regard, it is noted that as per the record, two extensions of 06 months each i.e. from 01.07.2021 to 30.12.2021 and 31.12.2021 to 30.06.2022 were granted to the promoter in respect of the project Vida Phase 2 on the ground of force majeure. Further, Goa RERA vide Point No. 1&4 of the Order No. 3/RERA/Tech.Orders/2020/317 dated 29.05.2020, invoked a force majeure period of six months including the extension of 3 months granted earlier and also decided that the said period of 06 months will be treated as a "moratorium period" for the purpose of calculating interest under section 12, 18, 19(4) and 19(7) of the Act. Pertinently, this order was issued by Goa RERA in furtherance of its earlier Order No. 3/RERA/Tech.Orders/2020/278 dated 21/04/2020 whereby it extended project validity period of all those projects wherein completion date expired on or after 15.03.2020; by 3 months. Further, the said moratorium period of 6 months applied to all these projects suo-moto. Since the instant project gets covered by these circulars, the promoter in this case would be entitled to the benefit of the said moratorium period of 06 months for the purposes of calculating the interest liability under Section 18(1) of the Act.

x. With regard to the other plea of the respondent as to the delayed and incomplete payments, It is noted that while the complainant has claimed to have made a total payment of Rs.22,83,000/-, the respondent has admitted receipt of Rs.21,60,000/- only alleging delayed payments and also that the balance was still due towards complainant. Pertinently, the complainants in support of his contention has placed their SBI Bank account statements alongwith the receipts issued by the respondent of the payments made which add to a total amount of Rs.22,83,000/-. The requisite details are already noted at para 2(ii). Respondent on the other hand has not been able to controvert claim of the complainants as to total payment made, by producing any such record. With regard to the other part of the contention, Respondent though has sought to attribute delay in completion of the project and handing

over of the subject property to the failure of the complainants to make various payments in time and also that the balance payment is still due on the part of the complainants; the respondent has, however, neither furnished any date wise details of completion of relevant milestone/stage and corresponding period of delay in making of various payments as alleged nor has claimed any converse interest liability upon the complainant purchaser. It has further neither given any specific details of the balance due qua the total cost of the subject property agreed to between the parties as per the option letter dated 31.12.2016 nor has placed on record any documents i.e demand letter or any notice issued to the complainant on account of such default. In the instant case, the complainant intends to exit from the project and has demanded refund of the entire amount paid so far along with applicable interest, payable from the respective dates of making of various payments. Since this right as noted at sub Para (iv)&(v) above, is unqualified and absolute; examining this plea of the Respondent any further does not appear to be of much consequence particularly when the failure of the promoter to complete the project and handover the possession of the subject property is not contested even by the promoter Respondent.

xi. The respondent besides seeking mitigation of its interest liability on the ground of Covid-19 and Delayed/balance payment, has also sought to oppose the relief sought by the complainant under Section 18(1) of the Act, on the ground that the same was contrary to the clause 10 (C) of the tentative draft agreement to sell which clearly stipulates that in the event of termination of the agreement, the complainant would be entitled only to a refund of the amount paid after deduction of 5% towards administrative charges. Per contra, the complainant has pointed out that the said clause 10 (C) would not come in the way of the complainant seeking relief as the complainant has not themselves cancelled the agreement and the present complaint is preferred since the respondent has failed to complete the

project/ handover the possession of the subject property in time. The complainant in this context also referred to the observations made by Hon'ble Apex Court in the case of **"Imperia Structures Ltd. v/s Anil Patni and Another" 2020 (10) SCC 783** whereby it was observed as below:-

> "The allottee may either continue in the project and claim interest for delayed possession or withdraw from project and seek refund with interest. It is up to the allottee to proceed either under Section 18(1) or under proviso to Section 18(I), The RERA Act thus definitely provides a remedy to an allottee who wishes to withdraw from the Project or claim return on his investment."

xii. The complainant has further submitted that the right so given to the allottee is thus unqualified and when elected to be availed, the money deposited by the allottee has to be refunded with interest at such rate as may be prescribed particularly in case where the promoter fails to complete or is unable to give possession of the subject property in time.

xiii. It is noted that while the completion of the project/ handing over of the possession of the subject property was promised on or before December 2019 or before June 2021 if taken with reference to date of completion committed at the time of registration of the project, the present complaint was filed on 14.01.2025 on account of failure on the part of the respondent promoter to complete the project and handover possession of the subject property to the complainant in time. Further, the recent (as on 15.11.2025) status of construction of the building where the subject property is located, clearly reveal that not only the subject property was incomplete but the completion of the project was severely deficient in terms of provision of Basic Amenities. That being the case, the right to claim refund of the entire amount paid by the complainant allottee to the respondent along with interest as prescribed, accrues to the allottee in terms of statutory right

vested in him under the provision of Section 18(1) of the Act, 2016. Further, the reliance placed by the respondent on clause 10(C) of the agreement dated 21.12.2017 is thoroughly misconceived as the same is apparently applicable in the case of termination of the agreement by the promoter in the event of purchaser allottee committing any default in payment of any amount payable by the allottees under the agreement dated 21.12.2017.

xiv. The determination of the relief sought by the complainant in terms of refund of the amount paid along with interest due thereon which would inter alia require quantification of interest liability based upon dates of making of various payment, refund of which is sought by the complainant along with interest due and also the applicable rate of interest etc. For the purpose, it would be expedient to refer to the table at para 2(ii) which provides the details of various payments made alongwith dates when these payment were received by the Respondent. In this regard, it would be helpful to refer to the explanation (ii) of Section 2(za) of the Act expressly clarifies the period for which the interest needs to be paid by promoter to Allottees and vice versa and reads as hereunder.

Explanation (ii) of Section 2(za)

"The interest payable by the promoter to the allottee shall be from the date the promoter received the amount or any part thereof till the date the amount or part thereof and interest thereon is refunded, and the interest payable by the allottee to the promoter shall be from the date the allottee defaults in payment to the promoter till the date it is paid;"

xv. In this regard, the Hon'ble Supreme Court in the case of **"Experian Developers Pvt.Ltd. vs Sushma Ashok Shiroor" (2022) SCC Online SC 416"** has held as follows:

"22.1 We are of the opinion that for the interest payable on the amount deposited to be restitutionary and also compensatory, interest has to be paid from the date of the deposit of the amounts. The commission in the order

impugned has granted interest from the date of last deposit. We find that this does not amount to restitution. Following the decision in **DLF Homes Panchkula Pvt. Ltd. vs DS Dhanda** and in modification of the direction issued by the commission, we direct that the interest on the refund shall be payable from the dates of deposits. Therefore, the appeal filed by the purchaser deserves to be partly allowed. The interest shall be payable from the dates of such deposits."

xvi. Rules 18 of the Goa Real Estate (Regulation and Development) (Registration of Real Estate projects, Registration of Real Estate agents, Rates of Interest and Disclosure on websites)Rules,2017 prescribes the rate of interest payable by the promoter as follows:-

Rule 18 Rate of interest payable by the promoter and the allottee.— "The rate of interest payable by the promoter and the allottee shall be the State Bank of India highest Marginal Cost of Lending Rate (MCLR) plus two percent:"

Since the highest SBI MCLR as applicable on date happens to be 8.95% (revised since 15.10.2026) and as such, the interest on the amount to be refunded would be leviable at the rate of 10.95 %.

xvii. Another relevant aspect to be considered in this regard is that whether the initial payment made by the complainant to the respondent i.e. Rs.10,00,000/- i.e. Rs.1,50,000/- on 07.01.2017 & Rs.8,50,000/- on 13.02.2017 (before section 3 & section 13 came into force) could be considered as payments made under the RERA framework towards the consideration for purchase of subject property. In this regard, it is noted that the report submitted by the technical section reveals that application for registration of the said project was made in the category of 'ongoing projects' where by the instant case would attract the retroactive application of the provisions of the Act of 2016.

xviii. In this regard, the Apex Court in its judgment dated 11.11.2021 in the case of **M/s Newtech Promoters and Developers Pvt. Ltd. v. State of UP** has observed as follows:-

> "It manifests that the legislative intent is to make the Act applicable not only to the projects which were yet to commence after the Act became operational but also to bring under its fold the ongoing projects and to protect form its inception the inter se rights of the stake holders, including allottees/home buyers, promoters and real estate agents while imposing certain duties and responsibilities on each of them and to regulate administer and supervise the unregulated real estate sector within the fold of real estate authority."

xix. Keeping in view the factual matrix noted above and also the observations of Hon'ble Apex Court as to retroactive applicability of the Act, the said payments of Rs.10,00,000/- made by the complainant Allottee to the Respondent promoter would attract the applicability of section 18 of the Act.

xx. In above view of the matter, the interest payable by the promoter to the allottee in the instant case shall be @10.95% from the date when the promoter received the respective payments till the date of refund of the said amount to the complainant except for the period of six months granted on account of Covid-19 pandemic (details noted at Para 5(ix) wherever applicable. It is noted that the details of payment made as available at Para 2(ii) reveals that three payments of Rs.1,50,000/-, Rs.8,50,000/- and Rs.2,85,000/- total amounting to Rs.12,85,000/- were paid by the complainants to the respondent on 07.01.2017, 13.02.2017 and 02.02,2019 respectively i.e. before 21.04.2020, the date on which the initial Circular providing for various remissions on account of Covid -19 pandemic was issued. Further, the balance payments amounting to Rs.9,98,000/- were made by the complainants between 13.05.2022 and 11.09.2023. Taking into account that the moratorium period of 06 months for the purposes of

calculating the interest liability under Section 18(1) of the Act was granted w.e.f. 21.04.2020, it will be just and fair if the same is granted in respect of the three payments amounting to Rs.12,85,000/- which were paid before 21.04.2020 by the complainants to the respondent, by deducting a period of six months from 21.04.2020 to 20.10.2020 from the period for calculating the interest liability in respect of these three payments. Accordingly, the promoter respondent would be liable to refund three payments of Rs.1,50,000/-, Rs.8,50,000/- and Rs.2,85,000/- total amounting to Rs.12,85,000/- paid by the complainants to the respondent on 07.01.2017, 13.02.2017 and 02.02,2019 respectively i.e. before 21.04.2020 alongwith interest @ 10.95% for the period from date of making of the respective payments till 21.04.2020 and for a further period from 20.10.2020 till the date of refund of the respective payment to the complainants. Promoter shall further be liable to refund the balance payments amounting to Rs.9,98,000/- made by the complainants between 13.05.2022 and 11.09.2023 to the respondent alongwith interest @10.95% from the date of making the respective payments as per details noted at Para 2(ii) above till the date of refund of these amounts to the complainants.

6) **Point No.D**

i. The complainant while raising the issue of violation of Section 13 on the part of the promoter inter alia also raised the issue of violation of Section 3 on the part of the respondent seeking action against promoter under Section 59 or Section 60 of the Act. It is relevant to note that section 3 of the Act which mandates the registration of a real estate project came into force on 1.05.2017 and the application for registration of the project was made by the promoter on 23.03.2018. Consequently, the Authority granted registration of the project on 05.04.2018 with a validity upto 30.06.2021. It is further noted that after the initial payment of Rs.10,00,000/- received by the

promoter on 07.01.2017 and 13.02.2017, the next payment was made by the complainant only on 02.02.2019 i.e. after registration of the project. The complainant besides praying for levy of penalty under Section 59 or Section 60 of the Act which pertains to violation of Section 3 or Section 4 of the Act, has not specifically elaborated as to how a case is made in the facts and circumstances of the case, for levy of penalty under Section 59 or Section 60 of the Act upon the Promoter. In view of what has been noted above, no case is made out for levy of penalty under Section 59 or Section 60 of the Act and hence the contention of the complainant is found to be without basis and cannot be considered any further.

7) **Point No. E**

i. While alleging violation of Section 13 of the Act on the part of the promoter, the complainant has stated that the Respondents received an advance/token amount of Rs.10,00,000/- before execution and registration of the Agreement for Sale which exceeded the statutory limit of 10% of the total sale consideration of ₹21,45,000/- permitted under Section 13 of the Act and the promoter is thus liable for penalty under the provisions of the Act.

ii. The respondent on the other hand has contended that the issue of receipt of payment exceeding 10% of the total consideration is relevant only when the respondent is not executing the agreement and in the present case the complainant has not come forward to execute the Agreement to Sell despite repeated persuasion by the respondent. The hesitation of the complainants to execute the agreement has been perhaps on account of financial difficulties as would be revealed from the later request from the complainants to add the name of his wife for securing a bank loan. It was further stated that the payment of Rs.10,00,000/- in any case was in consonance with the extent of construction which was achieved till plinth

level and the complainant was unable to match the time line for payments on account of his alleged financial constraint.

iii. It is noted that admittedly a payment of Rs.10,00,000/- was made by the complainants in two installments on 07.01.2017 and 13.02.2017 which was much prior to the date on which the respondent allegedly first forwarded a copy of draft agreement to sell to the complainants. The other statements of the respondents as to the financial constraints of the complainants or the level of the construction achieved at the time of receipt of Rs.10,00,000/-, appear mere assertions made without any supporting documents.

iv. Admittedly, Section 13 of the Act mandates the promoter not to accept a sum more than ten per cent of the cost of the apartment, as an advance payment or an application fee, from a person without first entering into a written agreement for sale. It goes without saying that the applicability of any legal provision has to be examined in the factual matrix of the case. Notably, the project 'VIDA Phase 2' was registered as ongoing project on 05.04.2018 upon application dated 23.03.2018 made by the Promoter for the purpose. The complainants has claimed that the date of possession at the time of initial booking was promised to be December, 2019. Further, the project was registered with initial completion date of 30.06.2021 and given the fact that promoter has availed repeated extensions which are still valid till 31.12.2026 and what has been noted herein above, it does not appear to be the case where the construction was achieved to the extent so as to ask for approximately 47% of the total consideration of the subject property and thus the violation of the section 13 of the Act committed by the respondent does not get mitigated in any manner. The conduct of the promoter in this case clearly attracts levy of penalty under section 61 of the Act on this count. It is further observed that though the provisions of Section 13 of the Act came into force on 01.05.2017 and the payment in question was made January/February 2017, the same would still attract the provisions of section

13 of the Act on account of the observations of Hon'ble Apex Court in its judgment dated 11.11.2021 in the case of M/s Newtech Promoters and Developers Pvt. Ltd. v. State of UP as to retroactive applicability of the Act. The relevant extract of the said judgment has already been noted at para 5(xix) .

v. Keeping in view the facts and circumstances of the case, it would be just and fair to levy the penalty of Rs.6,00,000/-.

8) **Point No. F**

i. The case of the complainant is that his entire money of Rs.22,83,000/- remained blocked on account of non delivery of the flat and had the respondent delivered the said flat on time, i.e. 31.12.2019 duly completed with all the amenities as agreed upon, they would have given the said flat for rent and earned some income of which they have been deprived of by the Respondent for not having delivered the duly completed flat. This issue was recently considered by Honble **Supreme Court of India in case titled *Madhu Kudapa Madhusudhan Rao v. Lodha Healthy Constructions and Developer Private Limited*** and the Apex Court vide its judgement dated October 17, 2026, has ruled that a homebuyer cannot claim both interest on a full refund and separate reimbursement for rent/lost rental income for the same delay. Awarding both constitutes double compensation for a single default. The relevant extracts of the said judgments are reproduced here below:-

> "39. Fourthly, and more fundamentally, the Borrower elected his remedy. Clause 24 of the Agreement for Sale provides two alternative remedies upon the Builder's failure to deliver possession. The purchaser may stay in the project and receive compensation at the rate of 12% per annum till possession is handed over; or he may terminate the agreement and receive a refund of the amount paid with

simple interest at the rate of 12% per annum. By filing the complaint on 13.05.2013 and seeking a refund, the Borrower chose the second course. Having chosen to give up the apartment, he cannot claim, in addition, the rent which he would have saved had he taken possession of it. From the date of that election, the cost of housing himself is not a loss caused by the non-delivery of an apartment which he no longer wished to have. It is a cost which every person must bear, whether he owns a home or rents one. The obligation of the Builder thereafter was to return his money with interest, and that obligation is being enforced.

41.The claim of compensation quantified by the Borrower himself in the consumer complaint filed on 13.05.2013 was Rs. 7,97,895/- (Rupees Seven Lakh Ninety Seven Thousand Eight Hundred Ninety Five only). The Borrower has been subjected to prolonged uncertainty, having paid about 95% of the consideration by July 2011 and having been kept out of both the apartment and his money for over fifteen years. The Borrower has been deprived of the benefit of escalation in the price of the apartment and therefore, compensation, in such a case has to be higher than the return of the money deposited by the Borrower. The quantum of compensation depends on the facts of each case....."

ii. In view of the above, the claim of the complainant in respect of the possible rental income, cannot be considered in the instant proceedings. However, the complainant is at liberty to plead this issue at the stage of adjudication of the compensation by the Ld. Adjudicating Officer.

9) **Point No. G**

i. It is noted that despite delay in completion of the project and handing over of the possession of the duly completed subject property, the respondent

opposed the complaint trying to defend him unsuccessfully. Pertinently, the complainants also attached photographs dated 16.02.2025 showing incomplete structure and sustained dampness all over the subject property. The complainant has also alleged that not only the subject property was incomplete but the project also lacked basic amenities which are yet to be provided for. The report of inspection of the project site conducted on 15.11.2025 by Goa Engineering College to assess the status of progress/completion of the project also revealed deficiencies in terms of sanitary fittings, electrical fittings, installation of overhead and underground water tanks etc. besides that, the progress in respect of installation of lifts, water pumps, firefighting fittings, & equipments, electrical fittings to common area; was found to be 0%. The report has also further observed that there was hardly any progress in terms of completion of external development including water supply, disposal of sewage and sewage water, Electrical meter room, sub- station, receiving station as well as Fire protection& Fire safety requirements, etc. in succinct, the project and the subject property as late as on 15.11.2025 were not only incomplete but also severely deficient in terms of basic amenities.

ii. Despite the above and though a legal notice was also issued on 29.11.2024 at the instance of the Complainant highlighting the lapses and liabilities on the part of the Promoter and demanding a refund of ₹22,83,000 with interest at 12% per annum; the Respondent, however, neither refunded the money nor satisfactorily addressed their grievances or attempted to resolve the dispute by way of mutual amicable settlement which led to the complainant filing the instant complaint. The complainant has admittedly preferred the legal proceedings with regard to the instant complaint. The complainants has also filed a receipt of payment of Rs.30,000/- as litigation fee paid to his counsel. The complainants are accordingly entitled to Rs.35,000/- as costs of litigation including the amount of Rs. 5000/- deposited for filing of the

online complaint with Goa RERA. Accordingly, an amount of Rs.30,000/- + Rs. 5,000/- totaling Rs. 35,000/- would be payable by the Respondent to Complainant on this count.

10) **Point No. H**

i. Section 18 of the Act stipulates that Complainants are entitled to refund including compensation without prejudice to any other remedy available. Further, Section 71 of the Act stipulate specific procedures for adjudication of compensations and. Section 72 of the Act further specifies the factors to be taken into account by Adjudicating Officer, while adjudging the quantum of compensations or interest as the case may be under Section 71 and shall have due regard to the factors namely;

i) The amount of disproportionate gain or unfair advantage, wherever quantifiable, made as a result of the default.

ii) The amount of loss caused as a result of the default.

iii) The repetitive nature of the default.

(iv) Such other factors which the adjudicating officer considers necessary to the case in furtherance of justice.

ii. In the instant case, Complainant has filed single complaint before the Authority seeking refund, interest and compensation. Upon determination by the Authority, the instant complaint is to be further transferred to Adjudicating Officer for determination of compensation as per provisions under Section 71 of the Real Estate (Regulation and Development) Act, 2016.

**Case law cited/referred to by the Complainant and Respondent**

(i) **Case law cited/referred to by the Complainant**

The complainant in support of his submissions cited the judgments of Hon'ble Supreme Court of India in Imperia Structures Limited v/s Anil Patni & anr., New Tech Promoters & Developers Private Limited v/s State of Uttar

Pradesh & others, Ireo Grace Realtech, Fortune Infrastructure v. Trevor D'Lima, (2018) SCC Online SC 340. Case law cited/referred to by the Complainant was noted and has been referred to in the order as applicable.

(ii) **Case law cited/referred to by the Respondent**

The Respondent in support of his submissions on the point of absence of execution and registration of an Agreement to Sell, sought to refer to case law in judgments of Hon'ble Supreme Court of India in Hansa V. Gandhi v/s Deep Shankar Roy and also the State of Himachal Pradesh v/s Oasys Cybernatics Pvt. Ltd. The Respondent has however, not been able to show any relevance of these judgments in the context of the instant complaint particularly when the said option letter dated 31.12.2016 read with the acceptance letter dated 05.01.2017, provides the requisite ingredients of a valid and concluded contract. Further, the payment made is towards consideration of the purchase of the subject property and the refund of the amount paid alongwith interest due as sought by the complainant is on account of the failure of the promoter to complete the project and handover the possession of the subject property to the complainant in time. In any case, the said right of withdrawal is vested in the complainant under the provisions of the section 18(1) of the Act and has been held by the Hon'ble Apex Court to be 'unconditional and absolute'.

## Directions

8. In view of the findings arrived at in respect of various points of determination listed above, it will be just to issue the following directions in the matter.

i) Respondent Promoter is directed to refund to the complainants the entire amount of Rs.22,83,000/- (Rupees Twenty Two Lakhs Eighty Three Thousand only) paid by the complainants to the respondent; within 45 days of the date of receipt of this order together with interest at the rate of 10.95%

from the date on which respective amounts were received from Allottee as per details noted at Para 2(ii) above, till the date of refund of the said amount to the complainant except for the period of six months granted on account of Covid-19 pandemic, wherever applicable. Taking into account that the moratorium period of 06 months for the purposes of calculating the interest liability under Section 18(1) of the Act was granted w.e.f. 21.04.2020, it will be just and fair if the applicability of the same is restricted in respect of the three payments amounting to Rs.12,85,000/- which were paid before 21.04.2020 by the complainants to the respondent. Accordingly, the promoter respondent is directed to refund the said three payments of Rs.1,50,000/-, Rs.8,50,000/- and Rs.2,85,000/- total amounting to Rs.12,85,000/- paid by the complainants to the respondent on 07.01.2017, 13.02.2017 and 02.02,2019 respectively alongwith interest @ 10.95% for the period from date of making of the respective payments till 21.04.2020 and for a further period from 20.10.2020 till the date of refund of the respective payments to the complainants. Promoter shall further be liable to refund the balance payments amounting to Rs.9,98,000/- made by the complainants between 13.05.2022 and 11.09.2023 as per details noted at Para 2(ii) above, to the respondent alongwith interest @10.95% from the date of making the respective payments till the date of refund of these payments to the complainant.

ii) The respondent is directed to pay ₹6,00,000/- (Rupees Six Lakhs only) as penalty under Section 61 of the RERA Act for violation of Section 13 of the Act. The penalty amounts shall be deposited into the bank account of the Authority, within 60 days, failing which necessary proceedings will be initiated against the respondents.

iii) In view of the observations made in respect of Point No. G at Para 9 above, the Respondent is directed to pay an amount of Rs. 35,000/- which includes

complaint filling fee and fee paid to the advocate; as cost to Complainant on this count within 45 days of the date of receipt of this order.

iv) The respondents are directed to file compliance report of this order in the form of an affidavit within sixty days of the receipt of this order, failing which further legal action will be initiated by the Authority under the Act of 2016 for execution of the order.

v) In view of the observations made in respect of Point No. H at Para 10 above, the instant complaint is further transferred to Adjudicating Officer for determination of compensation qua the prayer of the complainant seeking compensation, per provisions under Section 71 of the Real Estate (Regulation and Development) Act, 2016.

Kumar
10/11/2026

**Virendra Kumar, IAS(Retd.)**
**Member, Goa RERA**