

**BEFORE THE MAHARASHTRA REAL ESTATE  
APPELLATE TRIBUNAL MUMBAI**

**Appeal No. RC-3 OF 2021**

**Smt. Deepa R.** )  
**(Proprietor Engineers Club)** )  
R/o.: 2D/F03, Models Millenium Vista, )  
Caranzalem, Panaji – Goa, 403002. )  
 ) **... Appellant**

*Versus*

**Mr. Rajiv Raghavan Pillai** )  
**(Proprietor M/s. Rajiv Builder)** )  
R/o.: T-1, A-B, Near Essar Gallery, )  
3<sup>rd</sup> Floor, Shankarwadi, Taleigao, )  
Panaji – Goa, 403002. ) **... Respondent**

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*Adv. Siddharth Sardesai for Appellant*  
*Adv. Yashvi Panchal for Respondent*

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**CORAM : SHRI SHRIRAM R. JAGTAP, MEMBER (J), &  
DR. RAJAGOPAL DEVARA, MEMBER (A)**

**RESERVED ON : 18<sup>th</sup> MARCH 2026**

**PRONOUNCED ON : 26<sup>th</sup> MARCH 2026**

(THROUGH VIDEO CONFERENCE)

**JUDGMENT**

**[PER : DR. RAJAGOPAL DEVARA, MEMBER (A)]**

1. The present appeal is directed against the impugned order dated 08.09.2021 passed by the Learned Member, the Goa Real Estate Regulatory Authority (for short "the Authority"), wherein the learned Authority rejected the application to substitute the name of



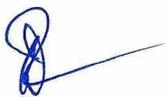
promoter in the RERA registration certificate, on the grounds enumerated in the memorandum of appeal.

2. For the sake of convenience, "Appellant" will hereinafter be referred to as "Proprietor", and "Respondent", will hereinafter be referred to as the "Promoter".
3. The brief facts culled out from the pleadings of the parties, impugned order and material on record revealed that proprietor/appellant has purchased subject land for the project "Engineer's Club" by virtue of sale deed dated 18.12.2019 from Mr. Carmino Agnelo D'souza and Mrs. Thereza Carmino D'souza, both residents of H.No. 123, St. Roque Vaddo, Colvale Bardez-Goa. The Authority initially allowed the said application dated 09.01.2020 for substitution of the promoter's name in favour of the proprietor/appellant on 16.03.2020. However, subsequently in Writ Petition No. 22 of 2021 filed by promoter against the appellant and others, the Hon'ble High Court directed the Authority to reconsider the matter afresh after hearing all the parties.
4. The appellant contended that the registration certificate of the project issued by the Authority expired in March 2022, in the meantime, the respondent has not produced any material to demonstrate that the same has been renewed. Thus, the project



registration certificate has expired, and the respondent has no right in the project whatsoever.

5. The Appellant contended that the respondent has applied for registration based on development agreement dated 18.01.2019. The said Development Agreement was neither registered nor notarized and as such the same cannot be used as a valid Development Agreement for the purpose of RERA registration. The RERA Goa has specifically replied to RTI that such an unregistered document cannot be valid for registration purposes. It was incumbent on the part of Goa RERA to consider that such an unregistered agreement can give no right to the respondent in respect of subject property. On the contrary, the appellant is admittedly the owner of the property and as such has every right to be substituted in the registration certificate.
6. The appellant further contended that Section 15 of RERA Act, 2016 contemplated the aspect of transfer of real estate project to third party, based on the consent terms of the allottee. In the present case the said perspective buyer who had executed an agreement for sale with the respondent, has on affidavit endorsed the conduct of respondent and also given his consent in the same affidavit for change in promoter of the said project. Further, the Hon'ble Authority ought to have transferred the project to the appellant as



requisite affidavits of consent are already handed over by the allottee to the appellant for the change of promoter of the said project. Without prejudice to this ground and in exercise of powers under Section 8 of RERA Act, Goa RERA has the power to take such actions as it may deem fit, including carrying out the remaining development works by association of allottees or in any other manner as may be determined by the Authority. Thus, Goa RERA ought to have exercised its power and substituted the name of respondent in the project registration certificate to enable effective completion of the project.

7. The Appellant further contended that the termination of Joint Development Agreement seizes the right of the respondent, otherwise also the said agreement is an unregistered document having no legal sanctity. The effect of termination of the said development agreement directly affects the respondent's right with respect to renewing the said registration certificate.
8. The Appellant further contended that the learned Authority failed to consider the respondent's own undertaking, placed before the Goa RERA, wherein the respondent has submitted that the execution of his work ended on 31.08.2019, which means the respondent himself has withdrawn from the project and could not have claimed continuation of name of registration certificate.



9. Per contra respondent contended that the appellant is not a promoter under the RERA or the circular dated 13.02.2018 of Goa RERA or under the definition of promoter as envisaged under Section 2 (zk) of RERA Act, 2016. The appellant is not covered under any of the categories described in the said Section. Further, the circular dated 13.02.2018 is not applicable to the present case as the appellant and respondent have not entered into any arrangement for share of the total revenue generated from sale of apartments or share of total area developed for sale which are also marketed or sold by such individuals or organisations. The respondent further contended that the learned Authority has dealt with this aspect in para 14 of the impugned order and given reasons as to why the circular would not be applicable as the respondent has not entered into any arrangement with the appellant and there is nothing on record to show that the appellant is entitled to a share of the total revenue generated.
10. The Respondent further contended that the relief sought by the respondent in Special Civil Suit No. 41 of 2022 before the Senior Civil Judge directly affects the outcome of the present proceedings –
- a. The Respondent has filed Special Civil Suit No. 41 of 2022 in or around March 2021 the court of Ad Hoc Senior Civil Judge Mapusa for the following reliefs -



- i. For a declaration that the Deed of Sale dated 18/12/2019 is illegal, null and void and bad in law and liable to be set aside.
- ii. For a decree of specific performance of agreement dated 18/1/2019 entered between the Defendant No. 1 and 2 and the Plaintiff.
- iii. For an order of permanent injunction restraining the Defendants, their agents, servants, representatives or any other person purportedly acting on their behalf to interfere with the suit property and/or carrying out further construction activities or development of any manner in the suit property and/or creating third party rights in the suit property.
- iv. Alternately,
  1. For an order directing the Defendant Nos. 1 and 2 to make payment of Rs. 49,88,610/- to the Plaintiff along with compound interest calculated from 14/12/2019 till the date of actual payment OR
  2. For an order directing the Defendant No. 3 to make payment of Rs. 29,78,598 and compensation of Rs. 10,00,000/- to the Plaintiff



v. For an order directing the Defendants jointly and severally to pay Rs. 5,00,000/- to the Plaintiff as damages.

11. It is pertinent to note that after filing of the said suit, the impugned order came to be passed on 08.09.2021. Therefore, the appellant as an afterthought, had issued the so-called letter of termination on 13.11.2021. It is further contended by respondent that the Hon'ble Authority has observed in para No.13 that it cannot decide the title of the appellant nor declare appellant as the owner of the property. Therefore, the decision in the above said Civil Suit would have to be awaited.
12. The Respondent further contended that the appellant had tried to mislead the learned Authority by producing a forged and fabricated cancellation deed, which was not signed by the respondent. Therefore, the learned Authority observed that the respondent would continue to remain the promoter of the plot.
13. We have given thoughtful consideration to the submissions advanced by the learned Counsel appearing for respective parties.
14. After considering the submissions advanced by the learned Counsels appearing for respective parties, pleadings of the parties, impugned order, and material placed on record, the following points arise for



our determination, and we have recorded our findings thereupon for the reasons to follow.

<b>Sr. Nos.</b>	<b>Points</b>	<b>Findings</b>
1.	Whether the impugned order dated 08.09.2021, passed by the learned Member, Goa RERA, in the complaint filed by the Appellant, warrants interference in the captioned appeal?	In the Negative
2.	Whether the Appellant's name can be substituted in RERA registration certificate by the learned Authority?	In the Negative
3.	What Order?	As per final Order

### **REASONS**

15. On ensemble of pleadings of the parties as above and material produced on record by the parties revealed that the appellant purchased subject land to develop the real estate project named "Engineer's Club". It is a fact that the original owner of the land had executed development agreement dated 18.09.2019 to develop the said project. It is worthy to note that the developer registered the project as "Engineer's Club" with Goa RERA and validity expired in March 2022, however, thereafter, the registration of the project is not extended. From the material on record, it is evident that the said



project has been abandoned and development activity seized in August 2019.

16. The controversy in the appeal relates to the request of the appellant to replace her name with that of the developer in the RERA registration certificate. Section 4 of RERA Act, 2016 deals with application for registration of real estate project. Section 4 reads as follows:

*"4. Application for registration of real estate projects.—(1) Every promoter shall make an application to the Authority for registration of the real estate project in such form, manner, within such time and accompanied by such fee as may be 1[prescribed]. (2) The promoter shall enclose the following documents along with the application referred to in sub-section (1), namely:— (a) a brief details of his enterprise including its name, registered address, type of enterprise (proprietorship, societies, partnership, companies, competent authority), and the particulars of registration, and the names and photographs of the promoter; (b) a brief detail of the projects launched by him, in the past five years, whether already completed or being developed, as the case may be, including the current status of the said projects, any delay in its completion, details of cases pending, details of type of land and payments pending; (c) an authenticated copy of the approvals and commencement certificate from the competent authority obtained in accordance with the laws as may be applicable for the real estate project mentioned in the application, and where the project is proposed to be developed in phases, an authenticated copy of the approvals and commencement certificate from the competent authority for each of such phases; (d) the sanctioned plan, layout plan and specifications of the proposed project or the phase thereof, and the whole project as sanctioned by the competent authority;"*

It is clear that promoter of real estate project should make an application for registration of real estate project to the Authority



giving detailed information with support documents. Thereupon, under Section 5 of RERA Act 2016, the Authority shall, within a period of thirty days grant registration subject to the provisions of this Act and the rules and regulations made thereunder, and provide registration number, including a Login Id and password to the applicant for accessing the website of the Authority for filling the details of the proposed project or reject the application for the reasons to be recorded in writing, if such application does not conform to the provisions of this Act or the rules or regulations made thereunder.

17. It is worthy to note that the validity of the said project expired in March 2022. It is also a fact that it is not renewed thereafter. Interestingly, the development agreement executed by and between the land owners and developer is terminated vide the purported deed of cancellation dated 30.11.2019, following the abrupt stoppage of construction and development of the said project in August 2019 by the developer. The material produced on record makes it clear that the project is abandoned by the developer and thereafter, the development agreement is cancelled. Upon termination of the development agreement, the developer/respondent seized to have any enforceable rights in the said project and the project itself stood discontinued. Therefore, we



are of the view that the said real estate project is technically terminated and physically abandoned.

18. In such circumstances, the moot question is whether substitution of promoter is permissible as prayed by the appellant in the present case. Substitution of promoter presupposes the existence of a valid and subsisting registration of a real estate project. In the instant case, the project registration has expired and the project is non-operational. Accordingly, there exists no valid registration in which substitution can be effected. Therefore, the prayer of the appellant to replace her name with that of developer has no merit and invalid. Sections 4 and 5 of RERA Act, 2016 deal with registration for real estate projects and grant of registration by the Authority. The appellant being, the landowner is at liberty to apply for fresh registration of real estate project under relevant provisions of RERA Act, 2016. Thereafter, the Authority, on scrutiny may grant registration under the provisions of Act, rules and regulations.
19. We are of the view that once a project registration has expired and the underlying development agreement has ceased to exist, no substitution of promoter can be effected, and the only legally sustainable course is fresh registration under the said Act. For the foregoing reasons, we are of the view that the impugned order does not warrant interference in the captioned appeal. We, therefore,



answer point Nos. 1 and 2 accordingly, Consequently, we proceed to pass the following order.

**ORDER**

1. Appeal No. RC-3 of 2021 is disposed of as indicated below.
2. The prayer of appellant for substitution as the promoter is rejected.
3. The appellant is granted liberty to file application for fresh registration of the project with the Authority.
4. The Authority is directed to consider such application for registration under relevant provisions of RERA Act and take appropriate decision within one month of such application by the appellant.
5. Parties shall bear their own costs.
6. Copy of this order be communicated to the learned Authority and respective parties as per section 44(4) of RERA Act 2016.

  
**(DR. RAJAGOPAL DEVARA)**

  
**(SHRIRAM. R. JAGTAP)**

*V. K. Shaple*