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(563)/2026/1541 Date: 14/10/2026

Mrs. Sonia Pereira alias
Sonia Jerusaline Pacheco
alias Sonia Glen Pereira
Audumbar building Ground Floor,
Room No.1, Love Cross Lane, Byculla
Mumbai-400027 .....**Complainant**

V/s

Provident Housing Limited,
No.8, Shilpa Regency Ulsoor road,
Banglore -580042. .....**Respondent**

ORDER
(14/10/2026)

1) This order disposes of the online complaint dated 27.03.2026 filed by Smt Sonia Pereira alias Sonia Jerusaline Pacheco alia Sonia Glen Pereira (complainant) before the Goa Real Estate Regulatory Authority (Goa RERA) against the Provident Housing Limited, under Section 31 of the Real estate (regulation and development) act, 2016 (herein after referred to as 'the Act') seeking interest/ compensation for delay in

completion of the project and handing over of possession of the Apartment booked by her, duly amended Occupancy certificate incorporating details of apartment subject matter of Agreement for Sale dated 24.10.2018 besides praying that Respondents be restrained from demanding interest from complainants.

2) The Complainant has submitted that, he had agreed to purchase an Apartment bearing no. 205 on the 2nd Floor Block – I in Row 18 G in the project 'Adora De Goa II – Park Residencies Around The Blu.". The Complainants discharged their obligation in the said Agreement in letter and in spirit and have effected payments in terms of the Agreement, totally amounting toRs.46,87,558.48/- although the project was not completed by September, 2022 as was the scheduled date of completion in terms of the RERA registration.

3) It was further alleged that the act of not providing the Complainant the occupancy certificate, showing therein that the Apartment of the Complainants subject matter of agreement dated 24.10.2018 and allotment letter dated 28.07.2018 is an Act contrary to the provisions of the Real Estate (Regulation

and Development)Act, 2016 and the Rules and Regulations framed therein.

4) Upon furnishing of the notorized copy of the complaint and the copies of the requisite supporting documents by the complainant, a Notice dated 11/06/2026 was issued to the Respondent. Respondent sought time to file reply.

5) Further during the course of hearing both parties sought time to finalize settlement and on 14.10.2026 filed the consent terms as follows.

6)

CONSENT TERMS

MAY IT PLEASE THIS HON'BLE AUTHORITY

The parties to the present Complaint have, pursuant to mutual discussions and deliberations, amicably resolved and settled the disputes and issues arising between them in relation to the Apartment bearing no. 205 on the 2nd Floor Block – I in Row 18 G in the project 'ADORA DE GOA II – PARK RESIDENCIES AROUND THE BLU' developed by the Respondent, 'Provident Housing Limited', situated in the State of Goa, which is the subject matter of the Complaint No. 3/RERA/Complaint 563/2026/909.

The parties have arrived at the present settlement with a view to conclusively resolve the issues arising by and between the Complainant and the Respondent and more specifically set out in the Complaint on the Terms and Conditions mutually agreed upon, between the parties, pursuant to the aforesaid discussions and negotiations, which are set out hereinbelow:

1. ***The Respondent agrees and confirms that by virtue of an Agreement for Sale dated 24.10.2018 executed by and between the Complainant and Respondent hereto and which is duly registered under no. MOR-BK1-01970-2018 Book no. 1 Document CD no. MORD34 dated 02.11.2018 in the Office of the Sub Registrar of Mormugao at Vasco. The Respondent had agreed to sell and the Complainant had agreed to purchase All that Apartment bearing no. 205 on the 2nd Floor Block – I in Row 18 G in the project 'ADORA DE GOA II – PARK RESIDENCIES AROUND THE BLU' developed by the Respondent, 'Provident Housing Limited', situated in the State of Goa., on the terms and conditions and price and consideration more specifically set out in the said Agreement, which Apartment was identified as 'BLOCK ROW 18' in the sanction plan having carpet area of 48.02. sq. mts., exclusive balcony measuring approx. 6.1 sq. mts., along with covered parking space with a proportionate undivided interest in the Common areas with a non-exclusive right to use the common amenities and facilities of the project constructed in the property bearing survey no. 198/1 and 197/1 of the Village of Sancoale Mormugao South Goa District of the State of Goa.***

2. ***The Respondents admit and acknowledge having received an amount of Rs.46,87,558.48/- towards sale consideration and taxes (all inclusive) as mentioned in the statement of accounts.***

3. ***The Respondents admit and acknowledge that the Respondents furnished to the Complainant the Occupancy certificate dated 10.03.2025 issued by the Secretary, Village Panchayat of Sancoale vide Email dated 15.03.2025 and the Occupancy certificate bearing no. VP/S/2024-25/4222 dated 10.03.2025 observes that the Project has been Completed in terms of the License bearing no. 32/2016-17 dated 18.06.2016 and the Completion Order issued by the MPDA under no. MPDA/7-T-39/2024-25/1180 dated 25.10.2024 and the NOC***

for Issue of Occupancy Certificate issued by the Health Officer vide Letter bearing no. DHS/2024/ DHS0401/00016/60 dated 31.12.2024.

4. *The Respondents admit that in the Occupancy Certificate, with specific reference to ROW 18 only the stilted parking, the second floor comprising of 6 Apartments is found mentioned therein and there is no mention of a 2-BHK Apartment in the Occupancy Certificate and that it further reveals that the number of units in Row 18 is 30 and on none of the floors there is a 2-BHK Apartment.*

5. *The Respondent admits that the Complainant vide Notice dated 02.05.2025 invited the attention of the Respondent to the Letter of allotment dated 28.07.2018 which clearly sets out the details of the Apartment and further, brought it to the Notice of the Respondents that there was a disconnect between the subject matter of the Agreement dated 24.10.2018 and the Occupancy certificate dated 10.03.2025 and that the subject matter as found mentioned in the Agreement and the Letter of allotment was not found mentioned in the Occupancy certificate.*

6. *The Respondent admits that the Respondent communicated with the Complainant that rectification/amendment of the Occupancy certificate was not possible and further, the Respondent claimed from the Complainant Compensation in terms of RERA for what the Respondent claimed to be a delay in effecting payment of the dues from the date of Occupancy Certificate.*

7. *Without prejudice to the claims and counter claims, it is now mutually agreed that the respondent would furnish to the Complainant a declaration confirming that the Apartment*

subject matter of the Agreement for sale dated 24/10/2018 refers to the Unit bearing No. 205 in the occupancy certificate and is assessed for payment of house tax under no. ROW - 18/BLOCK 1/G-205.

8. ***The complainant and the respondent shall not claim any compensation or interest and further the respondent shall not claim any amount towards holding charges and both the parties shall have no claims or demands as against each other in the matter of compensation, interest or holding charges.***

9. ***The Complainant agrees to pay maintenance charges from the date of receiving possession consequent to the disposal of the above Complainant on the basis of the Consent Terms.***

10. ***The Complainants hereby acknowledge, affirm and confirm that, pursuant to the settlement mutually arrived at between the parties and in consideration of the parties hereto agreeing to withdraw their claims and counter claims, all claims, demands, grievances, allegations, compensation, delay, and issues of whatsoever nature in relation to the Subject apartment and the subject matter of the present complaint stand fully, finally and conclusively resolved and satisfied. The Complainants further confirm that no claim or demand in respect of the aforesaid matters remains outstanding or survives against the Respondent. Accordingly, the Complainants confirm that they shall have no further claim or demand against the Respondent in respect of the matters forming the subject matter of the present Complaint and/or the issues specifically settled under these Settlement Terms except the amount that is due and payable towards the unit,***

10. The Complainants shall, in accordance with the Agreement pay amount of Rs 5,90,346/- (Rupees Five Lakhs Ninety Thousand Three Hundred and Forty Six only) which is the balance amount towards the total consideration payable for the Subject Unit ("All-Inclusive Apartment Cost") within a period

of 7 days after giving effect to the terms of settlement expressly recorded herein and upon receipt of the said balance amount referred to hereinabove and completion of the requisite documentation and statutory formalities, the Complainants shall further proceed with the execution and registration of the Sale Deed and completion of the possession/handover formalities in respect of the Subject Unit. A copy of the Complainant's Statement of Account (SOA) is annexed to these Consent Terms as an annexure for clarity regarding the outstanding payments towards the sale consideration of the Apartment.

11. The parties hereby mutually agree and acknowledge that the terms and conditions of the present Full and Final Settlement, including, without limitation, the nature and extent of mutual waivers, financial terms and any amounts referred to herein, are strictly confidential. Accordingly, neither party shall, without the prior written consent of the other party, disclose, or otherwise communicate the terms or contents of this settlement, whether in whole or in part, to any third party. The obligation of confidentiality shall survive the execution, performance and conclusion of the present settlement and shall remain binding in perpetuity, except where such disclosure is required by applicable law, a competent statutory/regulatory authority, court of law, or for the purpose of enforcing or giving effect to the terms of this settlement.

12. The Respondent undertakes to endeavour to complete the handover of the Unit within one month from the date of filing of the Consent Terms before RERA and to ensure that the handover process is completed smoothly. The CRM representative shall coordinate with the Complainant to schedule the date of registration, subject to the availability of the Complainant and the Registrar at the SRO office. The handover shall accordingly be scheduled on a mutually convenient date.

13. The complainant and the respondent shall bear their own cost of the present proceedings.

7) It is relevant to note that the scheme of The RE (R&D) Act, 2016 accords a definite primacy to agreement/consent of the Alottee. Various functions and duties of the promoter and allottees including protections in favour of the allottees under the Act; have been specified with reference to execution and Registration of the Agreement for Sale. Further, any major modifications, changes or deviation qua the agreement particularly relating to alteration or additions in the sanctioned plans/ layout plans and specification of the buildings etc. and transfer of real estate projects to a third party etc; could only be effected with previous written consent of the allottees, again stressing the agreement between the parties. Pertinently, the promoter though has been vested with the right to cancel the allotment under the provisions of Section 11(5) of the Act; the said right, however, can be exercised only in terms of agreement for sale and the allottee has a right to approach the Authority for relief against such cancellation if the same is not

in accordance with the terms of agreement for sale or without sufficient cause or is unilateral. It is thus clear that not only material changes in the agreement but even the cancellation of the agreement could be effected based upon the consent of the parties. In above view of the matter, the issue raised by the complainant as noted at Para 1 to 3 above, could always be settled mutually.

8) In view of the above and the fact that parties have filed jointly signed 'Consent Terms' which are duly notorized, I am satisfied that the parties have voluntarily agreed to settle the matter amicably between themselves, thereby putting to an end to the dispute. Thus present proceeding relating to the online complaint filed vide complaint no. 3/RERA/Complaint (563)/2026 stands disposed of as settled as per consent terms filed by the parties.

14/4/26

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