



GOA REAL ESTATE REGULATORY AUTHORITY

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F.No:4/RERA/Adj. Matters (136)/2026/ **770**

Date: **18**/05/2026

BEFORE THE ADJUDICATING OFFICER

Mr. Kenneth George Ursula De Sousa,

House no. E 262, Dr. Cunha Gonsalves Road,

Panaji, Tiswadi, North Goa, Goa, 403001.

.....**Applicant**

Versus

Gera Development Pvt. Ltd.,

Address 1:

200 Gera Plaza, Boat Club Road,

Pune, Maharashtra, 4110001

Address 2:

Gera Imperium 2, Patto Plaza, Patto Centre,

Panaji, Goa, 403001.

.....**Respondent**

Ld. Advocate Miss. Sanjana Kakodkar representing the applicant.

Ld. Advocate Mr. Abhijeet Kamat and Mrs. Pearl Remedios representing the respondent.

ORDER

(Delivered on this the 15th day of the month of May, 2026)

The Complainant/Applicant filed the present application in Form 'B' claiming that the Complainant and his two brothers approached the Respondent to purchase an apartment in the project of the respondent, under the name and style "**Gera's River of Joy**".

2. The Complainant states that after viewing the brochures/prospectus of the said project, and negotiating on the same, the Complainant by a Letter of offer for Allotment of residential premises dated 30/11/2017, preferred to purchase Unit no. T1-507 on the 5th floor, Block T1, admeasuring 59.90 sq mts carpet area and having 84.53 sq mts saleable area from the Respondent.

3. The Complainant states further that as per the said letter of offer for allotment of residential premises, which letter was in a format prescribed, prepared and shared by the Respondent, the cost towards the Unit no. T1-507 was Rs. 43,95,560/- (Rupees Forty- Three Lakh Ninety-Five Thousand, Five Hundred and Sixty Rupees). The Complainant states that apart from the said cost for the unit there were additional costs for allotment of car parking, club charges, Town Planning, GED.

4. The Complainant states that the total consideration amount as per letter of offer for allotment of residential premises came to Rs. 49,03,954/-, which excluded the CG ST- Rs. 2,94,237/- and SGST- Rs. 2,94,237/- which was also paid.

5. The Complainant states that by a Letter of offer for Allotment of residential premises dated 30/11/2017, the complainant's brother Mr. Mark Anthony Ursula

Dea

De Sousa preferred to purchase Unit no. T1-503 on the 5th floor, Block T1, admeasuring 59.90 sq mts carpet area and 84.53 sq mts saleable area. The Complainant states further that as per the letter of offer for allotment of residential premises, which letter was a format prescribed prepared and shared by addressee, the cost towards the unit No. T1 -503 was Rs.43,95,560/- (Rupees Forty Three Lakhs Ninety Five thousand five hundred and sixty only) the complainant states that apart from the said cost for the unit there were additional costs as under:-

- a. cost towards GED(lumpsum basis) Rs.1 lakh
- b. Cost towards TP (town planning) and Panchayat permission and charges (Lumpsum Basis) Rs. 25,000/-
- c. Cost towards club charges (Lump sum basis) Rs. 1,75,000/-
- d. Cost towards allotment charges (Lump sum basis towards exclusive rights to use car parking) Rs. 2,75,000/-, thereby making the total consideration an amount of Rs. 49,03,954/- which excluded the CGST- 2,94,237/- and SGST- 2,94,237/-.

Further that the Respondent due to some miscommunication and error sold the unit allotted to the Complainant to a third party without the consent of the complainant.

6. The Complainant states that thereafter the complainant agreed to take over the allotment of his brother Mr. Mark Anthony Ursula De D'souza who sacrificed his said allotted unit in view of the sale of the complainants allotted unit No. T1-506 in the 5th floor, Block T1 admeasuring 59.90 sq.mts. Carpet area and 84.53 sq. mts. saleable area.

7. It is the case of the Complainant that thereafter the Complainant, by GERA's River of Joy Apartments Articles of Agreement (agreement for sale), dated 20/06/2020, executed between the Respondent and the Complainant, before

the Sub-Registrar at Panaji, bearing registration no. PNJ-1-897-2020 dated 22nd June 2020, the Complainant agreed to purchase apartment bearing No. 503, on 5th floor building T1, project Gera River of Joy, having carpet area 59.90 sq mts with 16.91 sq mts proportionate share in common areas and one covered parking/ stilt parking for the consideration of Rs. 49,03,954/-.

8. The Complainant states further that the said covered/stilt parking was also included in the total consideration as per the letter of offer for allotment of residential premises dated 30.11.2017 and GERA's River of Joy Apartments Articles of Agreement (Agreement for Sale), dated 20.06.2020. Hereto annexed to the complaint as Annexure 2 is the GERA's River of Joy Apartments Articles of Agreement (Agreement for Sale), dated 20.06.2020.

9. That, the complainant availed a loan facility for purchase of the said apartment from Bank of Baroda and the payments for the said apartment were released by the said bank in favour of the Respondent upon completion of the slabs in terms of the GERA's River of Joy Apartments Articles of Agreement (agreement for sale), dated 20/06/2020 and the Respondent releasing receipts for the same.

10. The Complainant states that as per the agreement for sale, the date of possession to deliver possession of the said apartment to the complainant was on or before April 2021. That, the Respondent delayed in completion of the said buildings, thereby leading to delay possession for the said apartment and the Complainant was given possession of the said apartment only in the month of October/November 2022.

11. The Complainant further states that even after the delayed possession of the said apartment, till date the complainant has not been allotted the covered

parking/stilt parking in terms of the offer letter and agreements for sale for which the complainant has paid for in full. That, noticing that other apartment owners were allotted parking spots, the complainant began corresponding with the respondent over email for the allotment of paid covered/stilt parking for the Complainant and his brother.

12. Further that the Complainant received delayed replies with vague answers, thereby forcing the Complainant to send and resend repeated emails and reminders with regard to the allotment of the said paid covered/stilt parking for the Complainant and his brother .Further that, Complainant received no clarity on the situation nor any answers, thereby forcing the Complainant to request for the approved plan of the whole project from the Respondent.

13. The complainant states that as per the approved plan for the part of the project /the portion of the project where the said apartment is situated, there are 76 slit/ covered parking and 87 open/surface parking. That, as per RERA regulations parking allotment cannot be charged for.

14. The Complainant states further that the complainant has paid a premium of Rs. 2,75,000/- (Rupees Two Lakh Seventy-Five Thousand Only), in addition to GST for the parking allotment, which is not allotted to the Complainant till date. That in view of the failure on the part of the Respondent to allot stilt/covered parking to the Complainant, the Respondent has not come forward to execute Deed of Sale for the said apartment.

15. That the Respondent continued to be silent and vague with the answers over email, however the Respondent have verbally offered complainant open/surface parking slot and an extra slot in exchange for complainants' stilt/covered parking, which the Complainant refused to accept.



16. The Complainant states that being frustrated with the conduct of the Opposite Part and the attitude towards the issue cause by the Respondent the Complainant was forced to send Legal Notice dated 03/07/2024, through the Complainants law seeking the following reliefs:

- (1) Allot the stilt/covered parking slot to the Complainant by way of letter of allotment, for which the Complainant has paid and the same is confirmed by way of letter of allotment and hand over actual possession of the same,
- (2) execute the deed of sale for the said apartment,
- (3) Pay compensation of Rs. 3,50,000/-, towards delay in allotment of stilt/covered parking, towards losses suffered by the Complainant being unable to find suitable individuals to rent the said apartment without the said covered/stilt parking's, towards mental torture caused to the Complainant.

17. The Complainant states that the Respondent through their advocate by Notice reply dated 24th July 2024 denied the contents of the legal notice dated 03/07/2024 and called upon the complainant's advocate to withdraw the same. Further that in the Notice reply dated 24/07/2024, the Respondent has denied charging for covered parking, in spite of the document titled Letter of offer for Allotment of residential premises dated 30/11/2017, prescribed, prepared and shared by the Respondent showing an amount of Rs. 2,75,000/- towards allotment charges (Lump sum basis towards exclusive rights to use car parking). Furthermore, the total consideration as per the Letter of offer for Allotment of residential premises dated 30/11/2017 tallies with the total consideration in terms of the GERA's River of Joy Apartments Articles of Agreement (agreement for sale), dated 20/06/2020, thereby confirming the fact that the Respondent has indeed charged the Complainant for parking.

18. The Complainant further states that in the Notice reply dated 24/07/2024, the Respondent has attributed the delay in execution of the Deed of Sale to the complainant not submitting documents. The Complainant denies the same. The Complainant states that all the requisite documents for execution of Deed of Sale are already handed over the Respondent at the time of execution of GERA's River of Joy Apartments Articles of Agreement (agreement for sale), dated 20/06/2020 and no further documents are required from the Complainant. The Complainant further states that Respondent in Notice reply has offered open/surface parking to the Complainant and have offered to cover the same.

19. The Complainant states that the total consideration in terms of the Letter of offer for Allotment of residential premises dated 30/11/2017 and GERA's River of Joy Apartments Articles of Agreement (agreement for sale), dated 20/06/2020, has been paid by the Complainant to the Respondent. The Complainant states that the Respondent has failed to allot covered/stilt parking to the Complainant in terms of the Letter of offer of Allotment dated 30/11/2017 and the GERA's River of Joy Apartments Articles of Agreement (agreement for sale), dated 20/06/2020 till date, resulting in violation and contravention of the responsibilities, obligations and functions as per the Agreement and as per the above provisions of the RERA Act and regulations on the part of the Respondent.


20. The Complainant states that the Respondent has failed to execute Deed of Sale in favour of the Complainant for the said apartment, in spite of receiving the entire consideration from the Complainant on false pretexts of not receiving requisite documents, further resulting in violation and contravention of the responsibilities, obligations and functions as per the Agreement and as per the provisions of the RERA Act and regulations on the part of the Respondent.

21. The Complainant states that the failure on the part of the Respondent is not allotting covered/stilt parking to the Complainant contrary to the Letter of offer and Articles of Agreement and amount paid in full by the complaint, all while allotting covered/stilt parking to other persons who have purchased flats/apartments in the said development. Thus, the Respondent is further in contravention of the provisions of the Act and in violation of the Agreement between the parties.

22. The Complainant states that the said violations on the part of the Respondent have resulted in losses being suffered by the Complainant being unable to find suitable individuals to rent the said apartment and mental torture and agony being cause to the Complainant and that the complainant is suffering further injury and harassment as the complainant is not able to safely park his vehicle in the said project depriving him of the rightful enjoyment of his property.

23. That these deplorable and deliberate acts by the Respondents are repetitive and continuous despite several reminders as well as Legal Notice from the Complainant to the Respondent. The Complainant states that furthermore the Complainant is unable to further sell the said apartment in view of delay in execution of Deed of Sale and delay in non-compliance with obligations and service promised as per the Agreement on the part of the Respondent. That based on the above submissions the Respondent is in blatant and gross contravention is Sections 12,14,18 and 19 of the RERA Act, 2016.

24. The Complainant states that the Complainant is entitled to compensation of Rs. 3,50,000/- with interest @8% from the date of filing this complaint, towards delay in allotment of stilt/covered parking, towards losses suffered by the



Complainant being unable to find suitable individuals to rent the said apartment without the said covered/stilt parking's, towards mental torture caused to the Complainant.

25. The complainant states that the Complainant is entitled to refund of the amount of Rs. 2,75,000/- with interest @ 8% from 20/06/2020 till the date of actual refund, for amount paid towards allotment of exclusive parking in terms of Letter of offer for Allotment of residential premises dated 30/11/2017, prescribed, prepared and shared by the Respondent.

26. The Complainant states that the cause of action for the present proceedings arose on 24/07/2024, when the Respondent vide their notice reply refused to allot covered/stilt parking to the Complainant in terms of Agreement for Sale dated 20/06/2020, and the cause of action for execution of the Deed of Sale for the said Apartment after receiving the total consideration is recurring in nature, thus the said compliant is within the period of limitation.

27. The complainant states that the complainant has not filed any other complaint with regard to the said cause of action or similar cause of action before this Commission or any other Commission and in view of the facts mentioned above, the complainant prays for the following compensation(s):

- A. That this Commission by Judgment/Order award to the complainant or, for the purpose of adjudging compensation appoint a judicial officer to award the complainant compensation of Rs. 3,50,000/- with interest @8% from the date of filing this complaint, towards delay in allotment of stilt/covered parking, delay in executing Deed of Sale, towards losses suffered by the Complainant being unable to find suitable individuals to rent the said



apartment without the said covered/stilt parking's, towards mental torture caused to the Complainant.

B. That this Commission by Judgment/Order award to the complainant or, for the purpose of adjudging compensation appoint a judicial officer to award the complainant refund of the amount of Rs. 2,75,000/- with interest @ 8% from 20/06/2020 till the date of actual refund, for amount paid towards allotment of exclusive parking in terms of Letter of offer for Allotment of residential premises dated 30/11/2017, prescribed, prepared and shared by the Respondent.

C. Any other orders in the interest of justice.

28. Reply was filed stating that the present Application has been filed on a misconception of fact that the Applicant has been 'sold/charged' for a covered/slit parking spot by the Respondent. That the bare perusal of the Articles of Agreement dated 20th June 2020 executed by the Applicant with this Respondent will clearly indicate that there has been no 'sale' of any parking spot to the Applicant.

29. It is further submitted that the Applicant has conveniently and deviously attempted to mislead this Authority by adding the words 'stilt parking', which words are nowhere used in either the Letter of Offer of Allotment or anywhere else.

30. Further that the Letter of Offer of Allotment is a unilateral letter addressed by the Applicant's brother to the Respondent and is not signed by the Respondent to be held to be binding on the Respondent. That, the said Letter of offer of Allotment itself mentions that till such time as the standard agreement is executed between the Applicant and the Respondent, the matter shall only be at a negotiation stage. As such, no terms mentioned in the said Letter can be held to be

binding on the Respondents, especially when the same have not been signed by the Respondents.

31. Further that even the said Letter of Offer of Allotment mentions the sum of Rs.2,75,000/- (Rupees Two Lakhs Seventy Five Thousand only) as payable towards allotment charges (towards right to use car park).

32. The said Letter of Offer Allotment also does not specify if the said car park is to be covered or open. On the contrary, the request by the Applicant is to earmark one open/covered car park to him. That, the Cost Estimate sheet attached also makes no mention of any sale of parking charges and the amount of Rs.2,75,000/-(Rupees Two Lakhs Seventy Five Thousand only) is shown as being due and payable towards allotment charges. That, what is required to be looked into for the purpose of determination are the Articles of Agreement dated 20th June 2020 executed between the parties. Further that, a perusal of the Articles of Agreement dated 20th June 2020 would clearly indicate that the total amount of the apartment does not include any component for the 'purchase' of any parking space.

33. It is further the case of the Respondent that the Respondent has not taken any consideration for selection of parking spaces by the purchasers and that the allotment of parking spaces is not to be deemed as a sale and that the sale price agreed is only for the Apartment. That, the Articles of Agreement dated 20th June 2020 clearly provides that the Applicant shall have no claim on any common areas/parking areas etc and the same shall remain the property of the Respondent till the structure of the building is finally transferred.

34. Further that the Applicant has in the Application stated that covered/stilt parking was included in the total consideration payable which is clearly by the Respondent. That, he was entitled to be allotted a 'covered parking' spot and it is



only later on that he started demanding that he be allotted only a 'stilt parking' spot.

35. That, the contention of the Applicant that there was delay in handing over possession by the Respondent is false. Timely payment is the essence of the Agreement and it is the obligation of the Applicant under RERA Act to make timely payments. That the possession was immediately handed over to the Applicant once payments as per the said Articles of Agreement dated 20th June 2020 were made by him.

36. The Respondent has mentioned the details of the dates on which the demand for payments were made through the invoices raised and the dates on which the payments were made by the Applicant are given herein under;

- (i) Invoice no: 3110010866 dated 09-06-2020 payable on or before 23.06.2020 for an amount of Rs. 264,813/- (Rupees Two Lakh Sixty-Four Thousand Eight Hundred Thirteen Only). Payment was effected for Rs. 5,29,627/- (Rupees Five Lakh Twenty-Nine Thousand Six Hundred Twenty-Seven Only) by the Applicant on 05-06-2020 and Rs. 5,49,244/- (Rupees Five Lakh Forty-Nine Thousand Two Hundred Forty-Four Only).
- (ii) Invoice no: 3110010876 dated 22-06-2020 payable on or before 06-07-2020 for an amount of Rs. 2,628,518/- (Rupees Twenty Six Lakh Twenty Eith Thousand Five Hundred Eighteen only). Payment was effected for Rs.24,50,000/- (Rupees Twenty-Four Lakh Fifty Thousand Only) by the Applicant on 09-10-2020.
- (iii) Invoice no: 3110012263 dated 11.01.2021 payable on or before 25-01-2021 for an amount of Rs. 443,332/- (Rupees Four Lakh Forty-ThreeThousand Three Hundred Thirty-Two Only).Payment was effected for Rs.2,64,814/-

(Rupees Two Lakh Sixty-Four Thousand Eight Hundred Fourteen Only) by the Applicant on 29-01-2021.

- (iv) Invoice no: 3110014579 dated 29-09-2021 payable on or before 13.10.2021 for an amount of Rs. 443,332/- (Rupees Four Lakh Forty-Three Thousand Three Hundred Thirty-Two only). No payment was effected for this invoice. No Payment was effected for this invoice.
- (v) Invoice no: 3110015367 dated 22.11.2021 payable on or before 06-12-2021 for an amount of Rs. 7, 08,146/- (Rupees Seven Lakh Eight Thousand One Hundred Forty-Six only). No payment was effected for this invoice.
- (vi) Invoice no: 3110015787 dated 10-01-2022 payable on or before 24-01-2022 for an amount of Rs. 9, 72,959 /- (Rupees Nine Lakh Seventy-Two Thousand Nine Hundred Fifty-Nine only). No payment was effected for this invoice.
- (vii) Invoice no: 3110016605 dated 11.02.2022 payable on or before 25-02-2022 for an amount of Rs.2,64,813/- (Rupees Two Lakh Sixty-Four Thousand Eight Hundred Thirteen only). Payment was effected for Rs.9,78,566/- (Rupees Nine Lakh Seventy-Eight Five Hundred Sixty-Six only) by the Applicant on 22-01-2022 & 27-01-2022 & 01-02-2022.
- (viii) Invoice no: 3110016661 dated 11-02-2022 payable on or before 25.02.2022 for an amount of Rs. 308,979/- (Rupees Three Lakh Eight Thousand Nine Hundred Seventy-Nine only). Payment was effected for Rs. 5,73,794/- (Rupees Five Lakh Seventy-Three Thousand Seven Hundred Ninety Four Only) by the Applicant on 16-03-2022 & 16-03-2022 & 04-05-2022.

37. Further that several email communication and reminders were sent to the Applicant, some of being dated 02.10.2024, 24.03.2025 and 02.06.20225 calling upon him to pay the maintenance charges. It is Applicant himself who defaulted in making timely payments and the possession was immediately handed over to the


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Applicant once payments as per the Agreement towards consideration were made by him.

38. That the Applicant still has an outstanding amount payable towards the following before execution of the sale deed:

I. Common area maintenance charges as follows:

I (i) For the year 01.04.2023 To 30.09.2024 amounting to Rs. 76,787.06/-
(Rupees Seventy Six Thousand Seven Hundred and Eighty Seven only)

I (ii) For the year 01.10.2024 To 31.03.2025 amounting to Rs. 53,832.09/-
Rupees Fifty Three Thousand Eight Hundred and Thirty Two only)

I (iii) For the year 01.04.2025 to 30.09.2025 amounting to Rs. 30,958.27/-
Rupees Thirty Thousand Nine Hundred and Fifty Eight only)

I (IV) Interest for the period from 01.04.2023 to 19.08.2025 amounting to Rs. 55,017.32/- (Rupees Fifty Five Thousand and Seventeen only)

II. Towards GST amounting to Rs. 29,084/- (Rupees Twenty Nine Thousand Eighty Four Only) payable against the apartment.

39. That the outstanding house tax charges for the said apartment is required to be paid at actual by the Applicant before transferring the house tax records in his name. Further that upon making the full payments towards consideration as per the Articles of Agreement dated 20th June 2020, the Applicant was offered a parking spot of his choosing, which would be covered by the Respondent after obtaining due permissions. However, that the Applicant started demanding that he be allotted a parking space only in the stilt parking area and refused to accept any other covered parking slot and instead is now shifting the onus/blame onto the Respondent for delaying the same.

40. That, without prejudice to the above, the Respondent on its own accord is allotting a parking spot bearing No: 503 which will be covered using standard specified material. That, the Applicant has refused to clear the amounts due and payable under the Articles of Agreement sated 20th June 2020 by him to the Respondent and thus has defaulted in fulfilling the terms of the agreement.

41. It is denied that the Applicant has suffered any loss due to non-allotment of the parking space. It is further denied that the Applicant is unable to sell the apartment due to non-execution of the sale deed. That, the Respondent was always ready and willing to execute the sale deed and the same is evident from the fact that the Respondent had sent an email to the Applicant in November 2022 to come forward with the necessary documents in order to complete the sale deed formalities and the same is not denied by the Applicant.

42. That the documents furnished by the Applicant have been utilized for the registration of Articles of the Agreement dated 20th June 2020 and the Applicant is very aware of the same. That the Applicant has till date not furnished the documents required for the execution of the sale deed and that the Applicant has also not replied to the mail sent in November 2022 regarding the documentation of the Deed of Sale. Further that the Applicant is required to pay the requisite balance stamp duty amounting to Rs. 4,700/- (Rupees Four Thousand Seven Hundred only) and registration charges amounting to Rs.1,47,120/- (Rupees One Lakh Forty Seven Thousand One Hundred and Twenty only) in order to register the Sale Deed and the same till date has not been furnished to the Respondent. That, , the Applicant is also required to clear the outstanding amounts as payable against the Unit before execution of the sale deed.

43. It is further stated in the reply that the Applicant has been regularly using vacant parking spots available in the complex to park his four wheeler vehicle and the same is not objected by the Respondent. That the said events are a creation of the circumstances which have been brought upon by the acts of the Applicant himself and not due to any fault of the Respondent.

44. It is further stated that the Applicant has in fact given his apartment on leave and license basis and is earning rental income on the same and his tenant has been parking his vehicle bearing registration no:MH-12-SL-9315 in the project. It is stated that the Applicant's Licensee has been utilizing the parking spot in the project and hence the averment that the Applicant has been unable to find any person to rent out his apartment is absolutely incorrect. That, therefore the present Application is without any merit and is required to be dismissed.

45. Both the parties have filed their affidavits in evidence. Written submissions have also been placed on record by both the parties respectively. Oral arguments were also heard. I have also gone through the Order dated 23/02/2026 of Goa Real Estate Regulatory Authority in Case No 4/RERA/Adj.Matters(132)/2024 produced by the Respondent.

46. On behalf of the Respondent, reliance was placed in the following cases:-

- 1) *PSA Mumbai Investments PTE.Limited v/s Board of Trustees of the Jawaharlal Nehru Port Trust and Another*
- 2) *Raheja Universal PVT.LTD V/s B.E.Bilimoria and Co.Ltd, in respect recovery of no liquated damages to be awarded if no loss is suffered or proved.*
- 3) *M/S Jai Bhuvan Builders Pvt. Ltd V/S M/S Gera Developments PVT Ltd.*

4) *Roopa N. Hegde & ors. v/s Sanvo Resort Pvt. Ltd, Complaint No CC006000000100497 decided on 01/08/2022 Before the REAL ESTATE REGULATORY AUTHORITY MAHARASHTRA.*

47. The points for determination and my findings to the same are as under:-

Sr. No.	Points for determination	Findings
(a)	<i>Whether the Respondent is liable to pay to the Applicant compensation of Rs.3,50,000/- with interest @8% as claimed by him?</i>	<i>Partly in the affirmative.</i>
(b)	<i>Whether the Respondent is liable to refund to the Applicant amount of Rs.2,75,000/- with interest @8% from 20/06/2020 till date of actual refund?</i>	<i>In the negative</i>

REASONS

Point (a) & (b) shall be taken up for discussion together as they are correlated and can be conveniently discussed so as to avoid repetition.

Point (a) & (b)

48. It has been argued on behalf of the Applicants that they have paid for the allotment of the stilt/covered parking and that the Respondents have delayed the execution of the Sale Deed and allotment of the stilt/covered parking, as a result of which the applicants could not even find suitable individuals to rent the apartment nor sell the same as well, due to the delay.

49. It is an admitted position that the Deed of Sale is not yet executed though the Possession of the apartment has been handed over to the Applicant in October 2022. As per the sixth schedule, the possession of the premises was to be handed over on or before April 2021 after the receipt of the registration fees and all other amounts payable by the Allottee/Purchaser. However, it was also provided that the premises would be handed over to the Allottee/Purchaser on or before October 2020, if they got the completion, occupancy certificates as the case may be. As per the Articles of Agreement executed on 20/06/2020, the Eighth Schedule, the Sale Deed was to be executed within 12 months of obtaining the occupancy or the completion certificate or the execution of the Agreement and that the Allottee/Purchaser shall come forth and execute the same within 90 days of receiving the copy of the same. The completion Certificate is issued on 21st December 2021. The Occupancy Certificate is issued on 07/01/2022. Possession of the apartment has been handed over to the Applicant in October 2022.

50. Section 11(4) (f) of the Real Estate (Regulation and Development Act, 2016 clearly states:

11. Functions and duties of promoter—.....

(4) The Promoter shall-.....

(f) execute a registered conveyance deed of the apartment, plot or building, as the case may be, in favour of the allottee along with the undivided proportionate title in the common areas to the association of allottees or competent authority, as the case may be, as provided under section 17 of this Act;

2. Section 17 of the Act states:

Transfer of title.—(1) The promoter shall execute a registered conveyance deed in favour of the allottee along with the undivided proportionate title in the common areas to the association of the allottees or the competent authority, as the case may be, and hand over the physical possession of the plot, apartment of building, as the case may be, to the allottees and the common areas to the association of the allottees or the competent authority, as the case may be, in a real estate project, and the other title documents pertaining thereto within specified period as per sanctioned plans as provided under the local laws:

Provided that, in the absence of any local law, conveyance deed in favour of the allottee or the association of the allottees or the competent authority, as the case may be, under this section shall be carried out by the promoter within three months from date of issue of occupancy certificate.

51. In view of the above, therefore, the Respondent is statutorily duty bound to execute a Deed of Sale with the Applicant within three months from receiving occupancy certificate. The Occupancy Certificate is issued on 07/01/2022. However, the Possession of the apartment has been handed over to the Applicant in October 2022. No Deed of Sale has been executed till date. As can be seen there is a delay.



52. It was argued on behalf of the Respondent that timely payment is the essence of the agreement and that the Applicant defaulted in making the timely payments



and hence due to this, the car parking slots went to the first come first serve basis who fully paid the consideration amount. The last payment made by the Applicant to the Respondent was on 29/04/2022 to the invoice dated 18/02/2022. My attention was also drawn to the fact that till date of the arguments, the Maintenance charges of common areas have not been paid by the Respondent. From the Affidavit in Evidence, it does appear that there were delayed payments made by the Applicant as per the invoices raised.

53. As per the sixth schedule the possession of the premises was to be handed over on or before April 2021 after the receipt of the registration fees and all other amounts payable by the Allottee/Purchaser. There is nothing on record produced by the Applicant to show that the registration fees and all other amounts payable by the Applicant were paid so as to process the Deed of Sale. Be that as it may, however, it was mandatory for the Respondent to execute the Deed of Sale within three months from date of issue of occupancy certificate by sending a copy of the same to the Applicant. For nonpayment of maintenance dues, the Respondent could have proceeded against the Applicant under other legal remedies available to the Respondent. The Occupancy Certificate and handing over the possession of the premises was to be handed over on or before on or before October 2020 and April 2021 respectively. The Occupancy Certificate was issued on 07/01/2022 and the Possession of the premises was given on October 2022. There has been delay by the Respondent. Hence, I am of the view that the Applicant would be required to be compensated for the delay in the execution of the Deed of Sale. I am of the view that compensation to the Applicant, in the amount of Rs 2, 00,000 (Two Lakhs) is just and sufficient to meet the ends of justice.

54. My attention was drawn to the Offer letter dated 30/11/2017 by the Ld. Advocate of the Applicant to support her argument that in the offer letter it is



mentioned that the terms of the Sale of the premises is along with the use of the parking space and it is also mentioned therein that the amount towards the exclusive use of one open/covered car parking is Rs 2,75,000/-. However it is pointed out by the Ld. Advocate on behalf of the Respondent that the Offer letter dated 30/11/2017 cannot be looked into since it is mentioned therein that the offer letter will remain only at negotiating stage till a separate document or an agreement is executed.

55. Infact in the third schedule of the Articles of the Agreement dated 20th June 2020 at internal page 50, it is mentioned that the Applicant has right to use one covered parking . Para 13 of the Articles of the Agreement dated 20th June 2020 shows that there is car parking area for all the apartment owners and that the owner /developer on the request of the purchaser/allottee is keeping a record of the designations/selections of the parking's done by the purchaser/allottee by themselves. It is also clearly mentioned therein that the owner /developer has not taken any consideration for such selection and further that the selection of the parking is not a sale by the owner /developer and further that purchaser/allottee cannot ask for the refund or compensation of any amount as the price agreed is only for the apartment. In the fourth schedule at Para A, it is mentioned that the proportionate price towards the common General Areas has been considered as Nil.

56. The Articles of Agreement is executed on 20/06/2020 between the Applicant and the Respondent. The Possession of the premises was given in October 2022. During pendency of proceedings before the Adjudicating Officer, and during the talks of settlement, the Respondent agreed to allot a covered car park to the Applicant and has produced the Provisional car park allotment letter dated 05/05/2026 along with the approved plan in respect of the allotment of the covered

car park to the Respondent subject to the execution of the Deed of Sale. The Technical Clearance Order dated 12/11/2025 is also placed on record. The Provisional car park allotment letter is dated 05/05/2026, though the Respondent had mentioned in the Offer Letter dated 30/11/2017 about the use of the parking space and further in the Articles of Agreement executed on 20/06/2020. Therefore it is amply clear that along with the purchase of the apartment, a car park was to be allotted to the Applicant. And with the provisional car park allotment letter dated 05/05/2026, this provisional allotment has been done by the Respondent subject to execution of the Deed of Sale..

57. This being so therefore it cannot be accepted that the Respondent is liable to refund to the Applicant amount of Rs 2,75,000/- with interest @8% from 20/06/2020 till date of actual refund as the Respondent has not charged the Applicant for the car park .

58. I do agree with Ld. Advocate for the Respondent that once the Articles of the Agreement dated 20th June 2020 is executed by the parties, the terms and conditions stipulated therein shall prevail since the Offer Letter dated 30/11/2017 becomes redundant, as it is mentioned therein that the offer letter will remain only at negotiating stage till a separate document or an agreement is executed. And in this case, it is the Articles of the Agreement dated 20th June 2020 executed by the parties that will prevail.

59. In the case of "*M/s Newtech Promoters and Developers Pvt. Ltd. Vs. State of UP and Ors.* dated 11.11.2021" *in civil appeal no.(s) 6745-6749 of 2021*, the Apex court has clarified that if the adjudicating officer on enquiry is satisfied that the promoter has failed to comply with the provisions of any of the Section 12,14,

18 and 19, he may direct to pay such compensation or interest as the case may be, as he thinks fit in accordance with the provisions of any of those Sections.

60. The broad factors to be considered while adjudging compensation have been provided under Section 72 which reads as under:-

“72. While adjudging the quantum of compensation or interest, as the case may be, under Section 71, the adjudicating officer shall have due regard to the following factors, namely:-

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

(b) The amount of loss caused as a result of the default;

(c) The repetitive nature of the default;

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

61. In the claim for compensation, the applicant has stated that he has suffered mental agony, hardship and financial losses as he could not give the apartment on rent since there was no allotment of car park and has claimed a sum of Rs3,50,000/- with interest @8%. No documentary evidence to substantiate the said claim has been produced on record.

62. In the Articles of the Agreement dated 20th June 2020 it is mentioned that the owner /developer, on the request of the purchaser/allottee is keeping a record of the designations/selections of the parking's done by the purchaser/allottee by themselves. The Applicant has not produced anything on record to show that he had given the selection of the parking done by him to the owner /developer and that it was not honored by the owner /developer.

63. Possession of the apartment was handed over to the Applicant in October 2022 and which is an admitted position. The Applicant has not withdrawn from the project as no car park was allotted to him . Instead, he continued in the project. Hence as per Section 18 of The RERA Act, he would not be entitled to the compensation but would be entitled only to the interest. In the case of ***Brahmanand Kadam vs. G.T. Developers Appeal No. AT00500000052390 in Complaint No. CC00500000011089, decided on 20.08.2021***, The Maharashtra Real Estate Appellate Tribunal has held that as the allottee is staying in the project, in such cases, no compensation is envisaged under Section 18 of the Act. Hence, the relief for compensation cannot be granted and is therefore rejected.

64. Vide Order dated 23/02/2026 of Goa Real Estate Regulatory Authority in Case No 4/RERA/Adj.Matters(132)/2024, the Applicant has been granted interest as relief as can be seen at Para 18 Clause (ii) of the Directions. Therefore, no compensation can be awarded to the Applicant as he has already been given the relief of the Respondent paying him the interest.

65. There is no doubt delay in executing the Deed of Sale and allotting the car park. The Applicant has also contributed to the delay by delaying the payments as well as delaying in making payment towards the maintenance charges of the common areas. It would be in the interest of justice for the Applicant to cooperate with the Owner/Purchaser by completing any pending formalities from his side. The Owner/Purchaser to execute the Deed of Sale and allot the covered car park to the Applicant expeditiously.

66. In view of my discussions herein above hence , I pass the following :-

ORDER

The Respondent is directed to pay the Applicant compensation of ₹2,00,000/- (Rupees Two Lakh only) for violation under Section 18 read with Sections 71 and 72 of the Real Estate (Regulation and Development) Act 2016 within 30 days from the date of this Order. Further, in default to pay the said amount, the Respondent shall be further liable to pay the Applicant interest on the said amount of ₹2,00,000/- (Rupees Two Lakh only) @8.80% p.a. (which is applicable on this day) till date of payment/realization.

Laad
18/05/2026.

Sayonara Telles-Laad

Adjudicating Officer, Goa RERA

