



GOA REAL ESTATE REGULATORY AUTHORITY

101, 1st Floor, 'SPACES' Building, Plot No. 40, EDC Patto Plaza, Panaji Goa 403 001
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F.No:3/RERA/Complaint(446)/2024/ 1019

Date: 06/08/2025

Mr. Kenneth G Ursula De Souza

House No. E 262,

Dr. Cunha Gonsalves Road,

Panaji, Tiswadi, Goa – 403001

..... **Complainant**

V/s

Gera Development Private Limited

1) Gera Imperium 2, Patto Plaza,
Patto Centre, Panjim, Goa -403001

2) 200, Gera Plaza, Boat Club Road,
Pune, Maharashtra - 411 001

..... **Respondent**

ORDER

(Dated 05/08/2025)

1. Two separate Complaints 1) Complaint No .3/RERA Comp(443)/2024 and 2) Complaint No .3/RERA Comp(446)/2024 relating to non compliance of Agreement for sale of Flat No. 503 in the project “Gera’s River of Joy” were filed online by Mr. Kenneth G Ursula De Souza (complainant) against Gera Development Private Limited (Respondent) . The relief sought in Complaint No .3/RERA Comp(446)/2024 was in respect of Compensation of Rs. 3,75,000/- with 8% interest and refund of Rs. 2,75,000/- with 8% interest. and the relief


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sought in Complaint No .3/RERA Comp(443)/2024 related to direction to execute deed of sale, allot covered/stilt parking in alternate allot parking near the apartment.

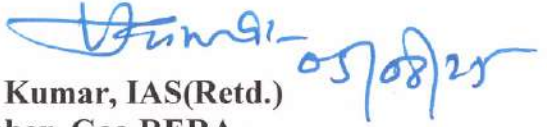
2. Briefly stated, the complainant vide Agreement for sale dated 20/06/2020 registered on 22/06/2020 agreed to purchase apartment bearing no. 503, having carpet area 59.90 sq mts with 16.91 sq mts proportionate share in common areas and one covered parking/ stilt parking in project Gera River of Joy, for the consideration of Rs. 49,03,954/-. The Case of the Complainant is that, the 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 the said agreement for sale dated 20/06/2020. Further as per the agreement for sale, the date of possession to deliver possession of the said apartment was on or before April 2021, however the Respondent despite of timely payment by the complainant, delayed in completion of the said buildings, and the Complainant was given possession only in the month of October/November 2022 and that even after the delayed possession and, till date the Complainant was not allotted the covered parking/stilt parking in terms of the offer letter and agreements for sale for which the complaint has paid for in full. It was also stated 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, and in view of the failure on the part of the Respondent to allot stilt/covered parking to the Complainant, the Respondent has also not come forward to execute Deed of Sale for the said apartment.

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3. Upon filing of the notarized copy of the requisite documents by complainant in Complaint Case No .3/RERA Comp(446)/2024 and 2) Complaint No .3/RERA Comp(446)/2024 notices dated 25/11/2024 were issued to the respondent. Both the cases, were taken up together being filed by the same complainant and arising out of the same set of facts. For quite some time, both the parties tried to settle the issue amicably, however the same did not work out. On 23/07/2025 the complainant filed an application for transfer of proceedings in case of Complaint No .3/RERA Comp(446)/2024 to the Adjudicating Officer on the ground that the power and jurisdiction to hear and decide the relief sought vide Complaint No .3/RERA Comp(446)/2024 is vested only in Adjudicating Officer and prayed that this application be allowed. Further the advocate for respondent had no objection to transfer the said matter to Adjudicating Officer.
4. The perusal of the said complaint reveals that the main relief sought by complainant in Complaint Case No .3/RERA Comp(446)/2024 was compensation due to losses being suffered by the Complainant being unable to find suitable individuals to rent the said apartment due to non allotment of parking and also for mental torture and agony as the complainant has suffered further injury and harassment on account of deprivation of rightful enjoyment of his property. Further more the Complainant was unable to further sell the said apartment on account of non-compliance with obligations and service promised as per the Agreement on the part of the Respondent.


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5. The Authority admittedly does not have the power to determine compensation under section 71 and 72 of the Real Estate (Regulation and Development) Act, 2016 and the same is vested with the Adjudicating Officer. In view of what has been noted herein above and also the fact that Respondent does not object to transfer of the Complaint No .3/RERA Comp(446)/2024 to Adjudicating officer, the said complaint is transferred to the adjudicating officer for further proceedings.


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