



Deed

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:4/RERA/Adj. Matters (132)/2024/ **761**

Date: **15/05/2026**

BEFORE THE ADJUDICATING OFFICER

Mr. Francisco X. Ursula De Souza,

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 applicant filed the present application in Form 'B' claiming that the Complainant/applicant 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**'. That, the applicant, as per the Articles of Agreement dated 20.06.2020, executed between the applicant and respondent before the Sub-Registrar at Panaji bearing registration no. PNJ-1-1897-2020 dated 22nd June 2020, agreed to purchase apartment bearing no. 507, 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/-. The applicant stated that the total consideration amount as per the letter of allotment of residential premises is Rs. 49,03,954/- which excluded CGST Rs. 2,94,237/- and SGST-Rs. 2,94,237/- was also paid by the applicant.

2. The applicant states that as per the agreement of sale, the date of possession to deliver possession of the said apartment to the applicant was on or before April, 2021 however possession of the said apartment was given only in the month of October/ November 2022. Further that even after the delayed possession of the said apartment, till date the applicant has not been allotted the covered parking/ stilt parking in terms of the offer letter and agreements for sale for which the applicant has paid in full.

3 The applicant further stated that other apartment owners were allotted parking spots. That the applicant began corresponding with the representatives of the respondent over email for the allotment of paid covered/ stilt parking however applicant received delayed replies with vague answers and no clarity on the



situation nor any answers, thereby forcing applicant to request for approved plan of the whole project from the respondent.

4. The applicant further stated that as per the approved plans for the part of the project/ the portion of the project where the said apartment is situated, there are 76 stilt/ covered parking and 87 open/ surface parking and in terms of the approved plans and TCP regulations the surface parking cannot be covered and as per RERA regulations parking allotment cannot be charged for.

5. The applicant further stated that he has paid a premium of Rs. 2,75,000/- in addition to GST for the parking allotment, which is not allotted to the applicant till date. The applicant further stated that that the respondent continued to be silent and vague with the answers over email, however the respondent have verbally offered applicant open/ surface parking slot and an extra slot in exchange for applicants stilt/ covered parking, which the applicant refused to accept.

6. The applicant being frustrated with the conduct of the respondent sent legal notice dated 03.07.2024 seeking reliefs :- (i) allot the stilt/ covered parking slot to the applicant by way of letter of allotment and handover actual possession of the same; (ii) execute sale deed for the said apartment and (iii) pay compensation of Rs. 3,50,000/- towards delay in allotment of stilt/ covered parking, towards losses and mental torture caused to the applicant.

7. The applicant further stated that the respondent through their advocate by notice dated 24.07.2024 denied the contents of the legal notice dated 03.07.2024 and called upon the applicants advocate to withdraw the same.

8. The applicant stated that the respondent has failed to allot covered/ stilt parking to the applicant in terms of the letter of offer of allotment dated 30.11.2017 and the Gera's River of Joy Agreements Articles of Agreement dated 20.06.2020



till date. That the respondent has also failed to execute Deed of Sale in favour of the applicant for the said apartment in spite of receiving the entire consideration from the applicant. The applicant further stated that the violations on the part of the respondent have resulted in losses suffered by the applicant being unable to find suitable individuals to rent the said apartment and mental torture and agony being caused to the applicant. Furthermore, the applicant is unable to 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.

9. That based on the above submissions, the respondent is in blatant and gross contravention of Sections 12, 14, 18 and 19 of the RERA Act, 2016 and therefore the applicant prays for the following reliefs:-

- 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 individual 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.

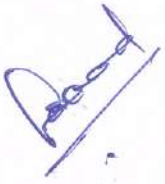
c) Any other orders in the interest of justice.

10. The respondent has filed reply denying each and every allegation of the applicant and seeking dismissal of the application with costs. The respondent submitted that the present complaint has been filed on a misconception of fact that the applicant has been 'sold/ charged' for a covered/ stilt parking spot by the respondent. The respondent submitted that bare perusal of the Articles of Agreement executed by the applicant with the respondent clearly indicates that there has been no 'sale' of any parking spot to the applicant.

11. The respondent submitted further that the letter of offer of allotment is a unilateral letter addressed by the applicant to the respondent and is not signed by the respondent to be held to 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 negotiating stage and 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 respondent.

12. The respondent further submitted that the said letter of offer of allotment mentions the sum of Rs. 2,75,000/- as payable towards allotment charges and does not specify if the said car park is to be covered or open.

13. The respondent submitted further that the he has not taken any consideration for selection of parking spaces from 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. Further, 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. The respondent stated that neither the letter of offer of allotment nor the articles of agreement dated 20th June 2020 mentions the word 'stilt parking' however, both the documents mention the word covered parking and further that the same is being allotted and not sold.

14. The respondent also denied the contention of the applicant that there was delay in handing over possession by the respondent. Further that the applicant himself defaulted in making timely payments and the possession was immediately handed over to the applicant once payments as per the said Articles of Agreement dated 20.06.2020 were made and that because of the said delay on the part of the applicant in making timely payments, the limited number of parking spots available below the building in the stilt were allotted to various other purchasers on a first come first served basis.

15. Further, the respondent submitted that upon making full payments 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 the applicant started demanding a parking space only in the stilt parking area and refused to accept any other parking slot.

16. The respondent further submitted that the applicant refused to appear for executing a sale deed and is shifting the blame onto the respondent for delaying the same and 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, however the applicant has not replied



to the mail sent and has till date not furnished the documents required for the execution of the sale deed and is very cleverly and tactfully ignoring the same. Moreover, that the applicant is also required to pay the requisite stamp duty and registration charges in order to register the sale deed.

17. The respondent further submitted that during the course of hearing before the RERA Authority, the respondent in order to resolve the matter amicably offered to allot the parking space adjacent to the building T-1 to the applicant however the applicant refused to accept the same. The respondent submits that the complaint is without any merit and requires to be dismissed.

18. 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.

19. 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.*

20. 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)

21. 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.

22. 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 .

23. 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.

24. 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.

25. 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.

26. 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.

27. 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 alongwith 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.

28. 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 parkings 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.


29. 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..

30. 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 .

31. 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.

32. 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.



33. 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.”

34. 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.

35. 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.

36. 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.

37. 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.

38. 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 carpark to the Applicant expeditiously.

37. 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.

Sayonara Telles-Laad
15/05/2026

Sayonara Telles-Laad

Adjudicating Officer, Goa RERA