



GOA REAL ESTATE REGULATORY AUTHORITY

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FNo: 3/RERA/Complaint(562)/2026/955

Date: 26/06/2026

Mr. Talash Kashinath Kuttikar

H. No. 24, Canturim, Curca,
Goa Velha, Tiswadi, Goa-403108

.....Complainant

V/s

1) Mr. Sailendra Salvador Afonso

Proprietor of M/s Stephen's Developers

2) Mrs. Renita Shirley Morais Afonso alias

Renita Shirley Afonso

H. No. 230, Forowado, Jua,
St Estevam, Tiswadi, Goa-403106.

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Respondents

- 1) Ld. Adv. Aditi Padiyar for the Complainant.
- 2) Mr. Sailendra Salvador Afonso (Respondent 1) and Mrs. Renita Shirley Morais Afonso alias Renita Shirley Afonso (Respondent 2) remained present in person

ORDER

(Delivered on this 26th day of the month of May, 2026)

Case of the Complainant

- (1) An online Complaint was filed on 27/03/2026 by the above Complainant. The brief facts and allegations of the complaint are as follows:-

The Complainant agreed to purchase from the Respondents a residential unit bearing No FF-4, having area admeasuring 85.69 sq. mts., situated on First Floor in the project namely "ST. STEPHEN'S PARADISE", together with one stilt parking area along with the undivided proportionate rights in the said plot under an Agreement of construction cum sale Deed executed at Ponda Goa on 08/07/2023, for a

consideration amount of Rs 30,00,000/- (Thirty lakhs only). In addition to the St. Stephen's paradise the Vendors/Builders have also proposed to construct a Villa. The complainant as per the agreement has till date paid total consideration amount of Rs 27,00,000/- (Twenty Seven Lakhs only) which is (approx. 90 % of total consideration) as per the payment schedule and an amount of Rs. 3,00,000/- (Three Lakhs Only) remains to be paid by the complainant to the Respondents.

(2) The Complainant states that as per the Agreement dated 8/07/2023, the Respondents had to hand over possession of the said unit within 18 months i.e on or before 8/01/2025. The Complainant states that the Respondents have failed to complete the construction and offer possession within the agreed timeline of 18 months, The complainant states that with further extension of 6 months, delivery of possession was due on 08/07/2025. As of April 2026, the project is further delayed by 9 months. The Respondents have failed to adhere to the time schedules for delivery of possession as per the agreement of sale dated 08/07/2023. The Respondents failure to deliver possession within the stipulated time constitutes a clear violation of Section 18(a)(3) of the Act. The Complainant is entitled to interest for the period of delay.

(3) The Complainant also alleged that the sanctioned plan reflected only ground plus two floors. However, the Respondents have also deviated from this plan without seeking approval from the RERA authority or the mandatory 2/3rd consent of allottees, which is a clear violation of Section 14 of the Act. The Complainant further states that this unauthorized construction of a third floor is the primary cause for the delay of the Complainant's unit and has caused immense mental agony and concern regarding the structural legality and safety of the entire building.

(4) Further the Complainant also alleged that without any prior consent from allottees, the Respondents carved a cross religious symbol into the facade plaster of the building. This act constitutes a material alteration to the building's exterior specification and aesthetic as originally promised. Such a change without the written consent of at least two-thirds of the allottees is a direct violation of Section 14(2)(ii) of the RERA Act. The

Complainant seeks an order for the immediate removal of this symbol to restore the facade to its neutral, sanctioned state as per the original agreement.

(5) Relief Sought:

- 1) To direct the Respondents to pay interest of Rs. 2,32,703/- for the delay in handing over possession at the prescribed rate of 10.70% per annum on the total paid amount of Rs.27,00,000/- for the period from the date 08/07/2025 to 28/04/2026, within 30 days of the order.
 - 2) To direct the Respondents to pay further monthly interest of Rs. 24,075/- from 29/04/2026 until the actual date of handing over possession with a valid Occupancy Certificate (OC).
 - 3) To direct the Respondents to pay Rs. 2,50,000/- as compensation under Section 14 and 19 of the RERA Act for:
 - (a) Constructing Unauthorized extra floors without the mandatory 2/3rd consent of allottees in blatant violation of Section 14(2)(ii)), leading to a reduction in the Complainant's Undivided Share of Land (UDS).
 - (b) Structural & Aesthetic Deviations (Facade Alteration): Unilaterally adding a religious symbol (Cross) to the front facade, which was not part of the sanctioned plans, thus altering the promised aesthetic and neutral character of the project
 - 4) To award Rs. 55,000/- towards the reimbursement of the statutory RERA filing fee and the legal costs incurred by the Complainant in pursuing this matter.
 - 5) To award compensation for Rs 1,00,000/- (One Lakh Only) to the Complainant under the relevant provision of this act for mental agony, harassment, and financial loss caused by the Respondents breach of contractual and statutory obligations.
 - 6) To direct the Respondent to immediately remove the cross religious symbol carved into the facade plaster and restore the building's exterior to its neutral state as per the sanctioned specifications, at the Respondent's own cost.
- (6) Notice dated 08/04/2026 was issued to Complainant. The Complainant filed the necessary documents. Notice dated 05/05/2026 was issued to Respondents. The Respondents sought time to file reply. During the

course of proceeding the Complainant filed an application dated 25/06/2026 informing that during the pendency of the matter, the Complainant and the Respondents have mutually and amicably resolved all existing disputes and grievances outside the purview of the Authority. That in view of the amicable settlement achieved between the parties, the Complainant does not wish to pursue the present complaint against the Respondents any further. And prayed that the Complainant be allowed to withdraw the present Case No.3/RERA/Complaint(562)/ 2026/561 and for an order disposing the matter was withdrawn.

(7) Having said so, I pass the following:

ORDER

Accordingly the said complaint No.3/RERA/Complaint(562)/ 2026 is disposed as withdrawn.



**Dharmendra Sharma, IAS(Retd)
Chairperson, Goa RERA**