



GOA REAL ESTATE REGULATORY AUTHORITY

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F.No: 3/RERA/Complaint(526)/2025/ **1561**

Date: **19**/10/2026

Ms. Moumita Das

55, Santoshpur Avenue, Flat 3 A,
Kolkata, 700075
West Bengal

.....Complainant

V/s

M/s. Provident Housing Ltd,
130/1, Ulsoor Road,
Bangalore 560042,
Karnataka

.....Respondent

ORDER

(19/10/2026)

- 1) This order disposes of the online complaint dated 27.11.2025 filed by Ms. Moumita Das (complainant) before the Goa Real Estate Regulatory Authority (Goa RERA) against the M/s Provident Housing Ltd, under Section 31 of the real estate (regulation and development) act, 2016 (herein after referred to as 'the Act') alleging non completion of the project and delay in handing over possession of the booked Apartment in time and as per Agreement for Sale dated 03.09.2019 entered into with the Respondents.

[Signature]

2) The submissions made by the Complainant in support of his case in succinct are as follows:

- i. The complainant entered into an Agreement for Sale dated 03.04.2019 with the promoters for the purchase of an Apartment bearing number 408 on the 4th floor, Project Adora De Goa, Phase 1, Block-6 of Row-11, having carpet area: 68.56 sq meters (738.97 sq ft.) along with 1 covered parking space(s) with a proportionate undivided interest in the common areas (herein after referred to as 'the subject property'). Under the agreement, the promoters were required to complete construction, obtain the Completion Certificate and hand over possession on or before 01.09.2022.
- ii. It was further stated that she has so far paid an amount of ₹71,57,688 towards the sale consideration and other charges in accordance with the agreed payment schedule and has not defaulted on any legitimate payment obligation. However, the promoters failed to deliver possession within the stipulated period and remained unresponsive despite repeated communications seeking updates on construction and handover.
- iii. The complainant has further stated that after repeated extensions of specified timeline to deliver possession, she was informed that the flat has been completed for hand over and was asked for joint inspection of the subject property. She however, during her visit of the subject property on 03.03.2025, discovered that the apartment remained incomplete and unfit for habitation, notwithstanding the promoters' representation that it was ready for handover.
- iv. Though the subject property was incomplete and no specific date of handing over of possession was yet conveyed, the promoters



additionally demanded ₹8,33,078 without furnishing a contractual justification or proper particulars of the charges and thus the said demand was contrary to the Agreement for Sale. The complainant further stated that despite her written objections and correspondence, including communications through her advocate, the promoters failed to resolve the dispute or provide the requisite Completion Certificate and possession.

- v. The complainant has alleged that the promoters' conduct constitutes breach of contract, deficiency in service and wrongful financial demands, resulting in financial loss and mental harassment and thus sought reliefs in terms of resolution of the dispute, physical possession of the completed apartment with its covered parking space. She also prayed for an interim order restraining the promoters from transferring the apartment to any third party until disposal of the complaint.

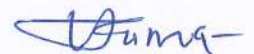
3) Per Contra, the respondent in its Statement of Objections stated that

- i. The Complainant was comprehensively informed about the booking procedure, payment schedule, legal implications, construction timelines, possession requirements and contractual obligations and by signing the relevant documents without reservation, she expressly acknowledged and accepted these conditions.
- ii. While acknowledging that the Complainant has paid ₹71,57,656 towards the sale consideration including taxes, the Respondent categorically denied raising any illegal, arbitrary or extra-contractual demand and maintained that the outstanding amount of ₹8,33,078 arose exclusively from the Agreement for Sale, the duly acknowledged Cost Sheet and the agreed payment schedule. The



Respondent further drew attention to Schedule 5, Point 13 of the Agreement with regard to the demand towards GST and other applicable taxes in addition to the sale consideration and the signed Cost Sheet as to the Complainant's liability for advance maintenance, infrastructure and legal charges.

- iii. The Respondent has further pleaded that the Complainant has misrepresented the contractual provisions and wrongly characterized legitimate dues as illegal demands and despite repeated communications, the Complainant failed to respond constructively, seek necessary clarifications or discharge her financial obligations and thus attributed the delay in resolving the dispute to the Complainant's non-cooperation.
- iv. As to the completion of construction and readiness for Possession, the Respondent has submitted that the apartment has been completed in all respects and the requisite Occupancy Certificate has already been obtained from the competent authority. Further, the Complainant was repeatedly requested to take possession after clearing outstanding dues but failed to do so. The Respondent therefore sought directions to the Complainant to discharge her financial liabilities and complete the possession formalities.
- v. Denying its responsibility for any delay in handing over possession, the Respondent relied upon the Agreement for Sale which provides for permissible extensions of possession timelines arising from governmental notifications, force majeure events and other contractual contingencies and further submitted that that the Complainant's failure to fulfil her contractual obligations has obstructed the handover process. The Respondent submits that



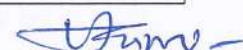
timely payment of instalments and other agreed charges constitutes an essential contractual obligation of the purchaser. It also contended that the Complainant has failed to make payments due for approximately one year or more, despite being aware of the outstanding amounts and that execution and registration of the Sale Deed and delivery of possession Under the Agreement, are conditional upon payment of all dues and therefore the Complainant cannot selectively rely upon contractual rights while disregarding corresponding financial obligations.

- vi. Referring to the reliefs claimed by the Complainant whereby it has sought resolution of the dispute, possession of the apartment and an order restraining its transfer to any third party; the Respondent has submitted that it has always been ready and willing to hand over possession, subject to payment of the outstanding sale consideration, applicable charges and other contractual dues and therefore termed the complaint as unwarranted, frivolous and an attempt to evade legitimate financial obligations. The Respondent thus prayed that the complaint is liable to dismissed.
- 4) During the proceedings, the Complainants filed rejoinder to the reply filed by the Respondents, followed by a sur-rejoinder thereto filed by the Respondents. Both parties also filed affidavit in evidence as well as additional affidavits/ submissions.
- 5) I have heard the arguments advanced by both sides complainant represented by Adv. Bhashwati and Respondent represented by Ms. Ankita Sharma, Authorized representative of the respondent as well as perused the records of the case. After going through the entire records of the case, the points



which arise for my consideration and findings thereon for the reasons to follow are as under:-

Sr. No.	Points for determination	Findings
A.	Whether the contention of the respondent that since no relief in the nature of delay compensation was sought in the original complaint, introduction of the same later by way of rejoinder being impermissible, needs to be disregarded and rejected; is tenable in the facts and circumstances of the case ?	In Negative
B.	Whether the date of possession stipulated in the agreement gets automatically extended in terms of the extension granted by the Authority and whether the Promoter is entitled to the benefit of 'moratorium period' of 6 months declared in the context of Covid-19; for the purpose of calculating interest for delay period under Section 18 of the Act?	As per para 7 of the Order
C.	Whether the Complainant has made the complete payment of all the amounts due under the said	As per para 8 of the Order



	Agreement registered on 03-04-2019 including the sale consideration and other charges in time and whether the Respondents is justified in demanding further payment of Rs.8,33,078/-?	
D.	Whether the promoters failed to give possession of the subject property to the complainant in time and in accordance with the terms of the Agreement for Sale dated 03.04.2019 and thereby are liable under Section 18(1) of the Act to pay interest as prescribed, for every month of delay to the complainant till the date of handing over of the possession?	In affirmative, as per para 8 of the Order
E.	Whether the complainant is entitled for re-imburement of the interest paid by her on the bank loan availed for making payment towards the sale amount of the subject property?	In Negative and as per para 9 of the Order
F.	Whether the Respondent is liable to pay legal expenses/cost of proceeding to the Complainant?	As per para 10 of the Order

Amr

G.	Whether the Complainant is entitled to claim compensation under the Act?	As per para 11 of the Order
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6) Point No. A

- i. The case of the respondent is that the claim for delay compensation was introduced for the first time at the stage of the Rejoinder, the same is liable to be rejected and the adjudication ought to be confined to the reliefs and interim prayers expressly sought in the Complaint. It was pleaded that no new relief should be permitted at a subsequent stage as the same would prejudice and seriously affect the Respondent's rights.
- ii. Attention was also drawn to the fact that despite being given an opportunity to amend the Complaint, the Complainant neither modified the reliefs sought nor introduced any claim for delay compensation. Even the amended Complaint is silent on any prayer or claim for delay compensation. The Complainant has principally sought only two reliefs, namely: (a) dissolving of dispute and grant of possession of the Apartment; and (b) Not to create 3rd party rights until disposal of the Complaint. It was further stated that the Respondent has not addressed or defended the claim for delay compensation, as no such relief was sought by the Complainant either in the original Complaint or in the amended Complaint.
- iii. **In this regard, it would be beneficial to look at the contents of the initial complaint. The relevant extracts of Para 4 of the complaint**



which enumerates the facts of the case, are reproduced here below:

“4. Facts of the Case

Since 01.09.2022 the promoter was silent. I continuously communicated with the promoter regarding completion and handover of the flat. All of a sudden, sometime in August 2023, I received one email from the promoter that one year is required to complete the construction. On 03.03.2025, I (purchaser) visited the said flat accordingly as per promoter's information that flat has been completed for handover but found that the said was not completed and not in habitable condition I have not yet received any completion certificate along with the possession/occupancy as per promoter's promise, which includes the terms of the registered agreement dated 03.04.2019

The last Sub-Para of the said Para 4 reads as follows :-

“ The promoter is hereby doing breach of contract of the registered agreement dated 03.04.2019 and illegally demanding extra money without giving possession of the said flat and car parking space and the promoter also failed to comply the terms and conditions of the said registered agreement intentionally with a wrongful motive arbitrarily which amounts to deficiency in service on part of the promoter subject to financial and mental damages (purchaser).”

The above is followed by Para 5 of the complaint i.e. Relief(s) sought which reads as follows :-

“5. Relief(s) sought

In view of the facts mentioned in paragraph 4 above, the complainant pray the following relief(s) dissolving disputes and getting physical



possession of the said flat. (Specify below the relief(s) claimed explaining the grounds of relief and the legal provisions (if any) relied upon).

I, as a purchaser, seek your interference for dissolving the disputes and getting physical possession of the said flat and covered car parking space which amounts to deficiency of service and cheating.”

- iv. The extracts of the complaint as noted above, evidently reveals that the Complainant by referring to deficiency in service i.e. delay in completion of the project and handing over possession of the subject property and terming the same as breach of contract of the registered agreement dated 03.04.2019 inter-alia seeking financial and mental damages which constitutes the core of the dispute in the present matter; has clearly made out a case for applicability of provisions of section 18(1) of the Act. Pertinently, the relief sought by the complainant is essentially in terms of dissolving the dispute in view of the facts mentioned in Para 4 of the complaint which as noted above, is squarely covered under the provisions of section 18(1) of the Act. Section 18(1) reads as under :-

“18. Return of amount and compensation

(1) If the promoter fails to complete or is unable to give possession of an apartment, plot or building,-

- (a) In accordance with the terms of the agreement for sale or, as the case may be, duly completed by the date specified therein; or
- (b) Due to discontinuance of his business as a developer on account of suspension or revocation of the registration under this Act or for any other reason, he shall be liable on demand to the allottees, in case the allottee wishes to withdraw from the project, without prejudice to any other remedy available, to return the amount received by him

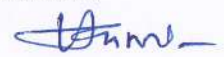


in respect of that apartment, plot, building, as the case may be, with interest at such rate as may be prescribed in this behalf including compensation in the manner as provided under this Act: Provided that where an allottee does not intend to withdraw from the project, he shall be paid, by the promoter, interest for every month of delay, till the handing over of the possession, at such rate as may be prescribed. ”

- v. Notably, the relief for lapses of the promoter under Section 18(1)(a) is provided under section 18(1)(b) of the Act which besides interest also provides for compensation. Since the foundational facts substantiating the relief were adequately pleaded in the body of the complaint, providing an elaboration or breakdown of that relief provided in the subsequent submissions or adding any incidental cost i.e. legal expenses etc., cannot be treated as seeking a completely new substantive relief and does not prejudice the promoter or catch them entirely by surprise. The technical issues relating to drafting etc. cannot be permitted to deny substantive justice to the complainant particularly when the main object of the act is protection of the interest of the consumer in the real estate sector.
- vi. In above view of the matter, the objection raised by the Respondent does not hold any water and is thus rejected. Even otherwise the claim for compensation for delay in completion of the project as well as handing over of the possession of the subject property would lie before the adjudicating officer, independent of the present proceeding. Point No. ‘A’ is accordingly answered in negative

7) Point No. B

- i. Another plea raised by the respondent is that the Complainant by virtue of terms of the Agreement for Sale dated 03.04.2019 was made aware



that any extensions duly granted by the Authority, including those arising out of force majeure events or on other permissible grounds under the Agreement, shall stand duly incorporated into and form part of the stipulated possession timeline. The respondent further also drew attention to the unprecedented and severe impact of Covid-19 on construction activities, affecting project timelines nationwide and sought benefit of one year exemption on this count. The respondent supported its contention in terms of the provisions of Clause 1.4 read with Point 30 of Schedule 6 which defines the “**Possession Date**”. It is noted that as per the record, two extensions of 01 year each were granted to the promoter in respect of the project Adora De Goa, Phase 1, the request for initial extension was premised on the ground of force majeure.

- ii. With regard to the plea of the Respondent that these extensions stand duly incorporated into the Agreement for Sale and form part of the stipulated possession timeline; It would be beneficial to refer to the observations of the Hon’ble Bombay High Court in Neelkamal Realtors Suburban Pvt. Ltd. vs. Union of India &Ors. [2017 SCC OnLine Bom 9302], at Para 119 extracted as below :-

“The RERA does not contemplate rewriting of contract between the flat purchaser and the promoter.”

Para 256 of this Judgment further clarifies that “by giving opportunity to the promoter to prescribe fresh timeline under Section 4(2)(1)(C), he is not absolved of the liability under the agreement for sale”

- iii. The Hon’ble Apex Court in NewTech Case vide Para 25 dealt with the rights of the allottees under Section 18(1)(a) as follows:-



“ 25. The unqualified right of the allottee to seek refund referred under Section 18(1)(a) and Section 19(4) of the Act is not dependent on any contingencies or stipulations thereof. It appears that the legislature has consciously provided this right of refund on demand as an unconditional absolute right to the allottee, if the promoter fails to give possession of the apartment, plot or building within the time stipulated under the terms of the agreement regardless of unforeseen events or stay orders of the Court/Tribunal”.

- iv. **Further, Hon'ble KARNATAKA REAT in Appeal No. (K-REAT) 27/2025 decided on 20-Nov-2025 in case titled Relationship Properties Pvt. Ltd. vs Veena Ravishankar and Anr. held as follows :-**

“31. However, we are of the considered view that Extension of RERA Registration of a project does not automatically mean that due date for completion are as per the signed Agreement also get extended. The Agreement for Sale and Construction Agreement are legally enforceable documents under Indian Contract Act, 1872 and the Promoters cannot unilaterally alter the due date for handing over unless both the parties agreed to change the due date of handing over possession..... While RERA Registration and its Extension allows the Promoter to continue to complete the development works and market/sale the unsold units, but it does not automatically modify date of possession which is a contractual obligation to which Promoters have to adhere to unless there are Force Majeure circumstance, and if developers failed to deliver possession at the contractual date, Allottees can approach the RERA



for compensation or refund unless the Extension is on account of Force Majeure circumstance.”

- v. Thus, it becomes abundantly clear that any extension granted by the Authority do not ipso facto alter or bind the allottees’ contractual rights. The agreed date of possession remains as stipulated in the Agreement for Sale. As noted herein above, the project under consideration was granted two extensions of validity of registration of one year each, the first from 01.09.2022 till 01.09.2023 and second 01.10.2023 till 30.09.2024. Notably, the extension granted on each of the two occasions was without prejudice to the right of the allottees/buyers. Accordingly this plea raised by the Respondent being neither in consonance with facts of the case nor getting supported in terms of case law; needs no further consideration and it is hereby rejected.
- vi. With regard to the claim of the Respondent seeking benefit of 1 year exemption on account of impact of Covid-19, it is noted that Goa RERA vide Point No. 1&4 of the Order No. 3/RERA/Tech.Orders/2020/317 dated 29.05.2020, invoked a force majeure period of six months including the extension of 3 months granted earlier and also decided that the said period of 06 months will be treated as a “moratorium period” for the purpose of calculating interest under section 12, 18, 19(4) and 19(7) of the Act. Pertinently, this order was issued by Goa RERA in furtherance of its earlier Order No. 3/RERA/Tech.Orders/2020/278 dated 21/04/2020 whereby it extended project validity period of all those projects wherein completion date expired on or after 15.03.2020; by 3 months. Further, the said moratorium period of 6 months applied to all projects suo-motu. Since the instant project gets covered by these circulars, the promoter in

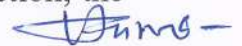


this case would be entitled to the benefit of the said moratorium period of 06 months for the purposes of calculating the interest liability under Section 18(1) of the Act.

Point No. 'B' is accordingly answered in above terms.

8) Point No. C and D

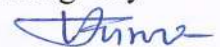
- i. There is no dispute as to the fact that the subject property was purchased for a total consideration of Rs. 64,20,305.78 /- which excludes taxes as well as Deposit and charges . Further the complainant has claimed having paid a total of Rs 71,57,656 and the same is also admitted by the Respondent. Both parties in support of their contention as to the payment made/payment received, have relied upon the copy of the statement of accounts issued by the respondent. Further the Respondent maintains that a balance amount of Rs 8,33,078 /- is still pending and is yet to be paid by the complainant. The complainant, however, has not disputed that a certain amount is still due to be paid by her to the Respondent but has controverted the demand in the absence of itemized breakup of the amount and terming it as against the contractual terms as the possession of the duly completed subject property was yet to be handed over after addressing the issues raised by her during the joint inspection carried out on 03.03.2025 and inter-alia later also objected to the levy of maintenance charges etc. before handing over of the possession.
- ii. Per Contra, the Respondent has submitted that the complainant by raising frivolous and extraneous queries which were contrary to the agreed contractual framework, has tried to evade the contractual obligations. It was further submitted that upon completion of the Joint Inspection, the

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Respondent duly carried out all rectification works pertaining to the snags identified by the Complainant. Thereafter, over a period of nearly seven (7) months, the Respondent repeatedly requested the Complainant to make the balance payment, complete the possession formalities and take possession of the Apartment. However the Complainant neglected to do so.

iii. However, the submissions made and records particularly the copies of the emails, submitted by the complainant refute the claims of the Respondent in terms of its own emails. It is apparent from these emails that the issue relating to the rectification of the deficiencies pointed out by the Complainant during the joint inspection was actively pursued by the Complainant through a protracted email trail immediately after the inspection. Though the Respondent vide its email dated 06.05.2025 at 18:32 hrs informed the Complainant that the concerns raised by her had been successfully resolved but by another email of the same date, the Complainant was informed that the Promoter was checking the status of the unit with the technical team at site and they would inform the Complainant at the earliest. Further, the Respondent vide its email dated 08.05.2025 informed the Complainant that they were still working on the closure of the issue. No further details on this count could be extracted either from the emails/records submitted by the Complainant or by the Respondent.

iv. It is noted that the Respondent had followed up with the Complainant for the payment of the pending dues regularly since April 2025 but these demand letters were in general terms and in standardized format providing information as to the pending amount, delay in payment and its consequences in terms of interest liability etc., without making any



specific mention of rectification of deficiencies and handing over of possession etc. The Complainant in response to these notices vide its email dated 29.04.2025 raised the issue of delay qua completion and handing over of the possession of the subject property and also demanded from the Promoter the payment of compensation and interest for delay or adjust the same against her balance payment. Further while responding to demand letter dated 12.05.2025, the Complainant vide its email of same date referred to the email dated 29.04.2025 to reiterate its demand for interest for delay or adjust the same against her pending payment.

v. Since this email interaction between the parties did not result in resolution of the dispute, the Complainant issued a legal notice upon the Respondents seeking withdrawal of the arbitrary demand notices, compensation and interest for delay and completion of the pending construction and fix a date for handing over the possession and registration of the subject property without any further delay. This was followed by issuance of a notice termed as 'Notice 1' by the Respondent under Clause 9.2 & 9.3 of the Agreement to Sell whereby the Complainant was called upon to make outstanding payment of Rs 8,33,078/-. This was responded to by the Complainant vide its email dated 16.09.2025 wherein she pointed out the absence of any response to the legal notice dated 12.08.2025 issued upon the Respondent and also requested for resolution of the pending issues in an amicable manner failing which she was compelled to take legal recourse.

vi. It is further noted that though the Complainant has been asking for components wise breakup of the unpaid demand of Rs 8,33,078/- from the Respondent, the submissions made by the Respondent at para 5(d) of its Affidavit in Evidence clearly reveals that it took considerable time to



respond and provided the breakup of the unpaid demand of Rs 8,33,078/- to the complainant vide its emails dated 05.01.2026 and 07.01.2026. It was informed that out of Rs 8,33,078/-, Rs 3,59,538/- pertained to balance sale consideration inclusive of GST, Rs 2,36,000/- towards advanced maintenance charges and GST and the remaining part of Rs 2,02,140/- towards infrastructure charges, legal charges and GST.

vii. It is strange to observe that the respondent has neither furnished copy of any email with annexure containing photographs, video clips etc. sent to the complainant on record to show that the complainant was informed that the deficiencies pointed out during the joint inspection dated 03.03.2025 were properly rectified and the subject property was duly completed as per the Agreement for Sale dated 03.04.2019 nor any document whereby the complainant was requested for re-inspection of the subject property to confirm that the same was ready for occupation.

viii. It would be pertinent here to refer to clause 11.3(a)&(b) which provides for the procedure for handing over and taking over of the possession and are extracted here below for ready reference:-

“11.3. Procedure (a) Post issuance of the Part O.C. and provided Purchaser(s) has/have fully paid the Sale Consideration, Taxes, Interest (if applicable), and all Deposits and Charges, Promoter shall issue a written intimation to Purchaser(s) inviting Purchaser(s) to take possession of the Purchaser(s) Apartment ("Occupation Intimation").

(b) On receiving a written request from Purchaser(s), the Promoter shall give Purchaser(s) an opportunity to inspect the Purchaser(s) Apartment, post issuance and acceptance of the Occupation Intimation. Purchaser(s) and Promoter shall jointly prepare and sign a conclusive list of defects and deficiencies in the Purchaser(s)



Apartment, if any. Promoter shall, at its cost and expense, promptly remedy such defects and deficiencies. Purchaser(s) shall not be entitled to hold back any portion of the Sale Consideration in respect of such defects and deficiencies. Upon signing the inspection report and subject to Promoter rectifying the defects and deficiencies recorded therein, Purchaser(s) shall be deemed to have accepted the physical condition of the Purchaser(s) Apartment in all respects.”

- ix. It would be evident from the above that the procedure for handing over of the possession as provided for in the Agreement for Sale itself; was not complied with in toto. Notably, the joint inspection was carried out even prior to issuance of Occupancy Certificate and no written intimation to purchaser requesting him to take possession of the subject property has been placed on record by the Respondent. Though certain deficiencies were noted during the joint inspection conducted on 03.03.2025, neither the complainant as per her version, has been given proper feedback to convince her as to the completion of the property in terms of Agreement for Sale nor the records submitted during the proceedings facilitate to ascertain whether the said deficiencies were properly and completely rectified and if so, the details as to when was it completed and also the particulars of the communication made to the complainant in this regard.
- x. With regard to applicability of maintenance charges, the Respondent has submitted that once the Apartment was ready for possession, the possession intimation had been duly issued, the Joint Inspection had been completed, and all snag rectifications had been attended to, the Complainant was under an obligation to take possession and bear the applicable maintenance charges from the date communicated by the Respondent i.e from 01.10.2025. The Respondent has also drawn



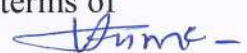
attention to the fact that the Complainant completed the Joint Inspection of the Apartment in March 2025 and the maintenance charges were payable with effect from 01.10.2025, approximate seven months after the conduct of the Joint Inspection. It was further submitted that the allegations of the Complainant that the Respondent has demanded maintenance charges from the date of issuance of the Occupancy Certificate are thus misconceived and devoid of merit.

- xi. The above contention of the Respondent in respect of applicability of maintenance charges with effect from 01.10.2025 without handing over of the possession of the property, appears to be in contradiction of its own email dated 17.09.2025 which clearly stipulated that maintenance charges are applicable only for owners who have completed registration, or owners who have taken possession, or owners for whom intimation of inspection/registration has been issued. While the case of the complainant does not fall in first 2 categories, the inclusion of the case of the complainant in third category does not appear to be justified when the joint inspection was conducted prior to grant of Occupancy Certificate and the complainant had pointed certain deficiencies for which no satisfactory response was provided to the complainant. Further, it has been repeatedly held that the liability for maintenance of the unit purchased by the purchaser/allottee should commence from the date of handing over of the possession of the said unit after grant of occupancy certificate for the project. Accordingly, the complainant allottee could not have been held liable for paying maintenance charges till the possession of the subject property was handed over to her. As such the maintenance charges amounting to Rs.2,36,000/- which forms the part of the total



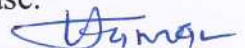
demand of Rs.8,33,078/-, cannot sustain and the total demand gets reduced accordingly.

- xii. In view of what has been noted herein above, the contention of the respondent that the complainant has been deliberately delaying the taking over of the possession to evade contractual obligations by raising frivolous and extraneous queries which were also contrary to the agreed contractual framework; being neither in consonance with the facts of the case nor well supported in terms of case law or the provisions of the Agreement for sale, needs no further deliberation and is hereby rejected.
- xiii. Admittedly, the possession of the duly completed subject property is yet to be handed over to the complainant allottee. Further in view of what has been noted above in this para, neither the complainant could be faulted for delaying the taking over of the possession by raising frivolous and extraneous queries nor that the complainant raised the said queries to evade contractual obligations. The queries raised by the complainant i.e. itemized breakup of the demand, raising the issue of delay in completion and handing over of possession of subject property and objecting to the levy of maintenance charges without handing over of the possession of the subject property to her, were relevant and can in no manner be termed as frivolous or misconceived and extraneous or contrary to the provisions of Agreement for Sale dated 03.04.2019, particularly in view of the facts and circumstances of the case.
- xiv. However, the claim of the respondent in terms of the demand of Rs 8,33,078/- though disputed, is still pending and is yet to be settled by the complainant. Thus the demand of the said amount made by the Respondent cannot be termed as totally unjustified and would have to be responded to by the complainant after rationalizing the same in terms of



the above observations. Accordingly the net amount payable by the complainant after deducting the maintenance charges of Rs.2,36,000/- from the demand of Rs.8,33,078/- works out to be Rs.5,97,078/- and the complainant would also be liable to pay interest at the rate of 10.95% on the said amount of Rs.5,97,078/- for the period from 29.04.2025 (the date of demand) till the date of its payment by the complainant.

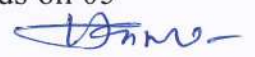
- xv. Admittedly, the registration of the project was initially valid for the period from 19.02.2018 to 01.09.2022 and the promoter vide clause 1.4 of the Agreement for Sale dated 03.04.2019 was liable to give possession of the duly completed subject property to the complainant on or before 01.09.2022. Further the project was given two extensions of one year each i.e. from 01.10.2022 to 01.09.2023 and 02.09.2023 to 30.09.2024. The Completion Certificate for the project was issued on 25.10.2024, followed by issuance of Occupancy Certificate on 10.03.2025.
- xvi. Keeping in view the analysis and findings noted at Point B and the details noted in the preceding para, it is clear that the promoter has failed to complete the project in stipulated time and the two extensions granted by the Authority are of no help to the respondent as far as his liability under section 18(1) of the Act, remains un-impacted. Further, on the basis of the observations made at sub para i to xv, it has already been concluded at sub para xiii that the complainant cannot be faulted for delay in taking over of the possession by raising frivolous or misconceived queries as the queries raised by the complainant were highly relevant and can in no manner be termed as frivolous or misconceived and extraneous or contrary to the provisions of Agreement for Sale dated 03.04.2019, particularly in view of the facts and circumstances of the case.



xvii. Admittedly, the Respondent has failed to hand over the possession of the duly completed subject property to the Complainant in time and has thereby committed violation of the Agreement of Sale and obligations of a promoter as per the Act attracting liability under Section 18(1) of the Act. On perusal of Section 18(1) of the Act read with the proviso appended to it, it is clear that if Promoter fails to complete the project or is unable to deliver possession of the duly completed apartment, plot or building in accordance with the terms of the Agreement for sale to the allottee and the allottee does not intend to withdraw from the project which is the case herein, Promoter shall pay interest for every month of delay till the handing over of the possession, to Allottee at such rate as may be prescribed. Further, such delay in handing over the possession has to be assessed in terms of the Agreement for Sale.

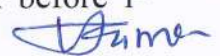
xviii. On the issue, Maha REAT vide its order dated 14.06.2023 in Appeal No. AT006000000133980 while observing that Section 18 of the Act specifically delineates the importance of Agreement for Sale for the purpose of assessing delay in handing over of the possession. Maha REAT vide another order dated 14.03.2019 in Appeal No. 00600000010425 had elaborated on this aspect as follows:-

“So, ratio of case law (1976) | S.C.C. 128 as referred by Ld. counsel of respondent can be made applicable to this matter by reading not only proviso with opening sentence but also the clause (a) and (b). Otherwise opening sentence will remain meaningless and incomplete. Now the case of allottee falls under option second as allottee decided to continue with the project. So, as per proviso of Section 18(1), interest is to be calculated for every month of delay till the possession is handed over to the allottee. In the present matter delay started from October, 2016 and it ends on 05



122017 when the possession is given to the allottee So. period of delayed possession of the flat is 15 months. I would like to point out that period of delayed possession is required to be ascertained from the date on which possession was agreed to be given till the date on which the possession was actually given.”

- xix. Pertinently, the right of the complainant to interest is a statutory right which has been held to be absolute and unconditional by the Hon’ble Apex Court in the case of **M/s Newtech Promoters and Developers Pvt. Ltd. Vs. State of UP and Ors.” in civil appeal no. (s) 6745-6749 and 6750-6757 of 2021** wherein the Hon’ble Supreme Court clarified that “if the promoter fails to give possession of the apartments, plot or building within the time stipulated under the terms of the agreement, then allottee’s right under the Act to seek refund/claim interest for delay is **unconditional and absolute, regardless of unforeseen events or stay orders of the court/Tribunal.**”(emphasis supplied).
- xx. To ascertain the quantum of total interest liability of the promoter in this case under section 18(1) of the Act, it is necessary to ascertain the details of total period of delay, applicable rate of interest as on date and also the details of the payment made prior to the agreed date of possession and also the payments made after that.
- xxi. In view of what has been noted at the preceding sub paras, it could be safely inferred that the relevant period of delay for the purposes of calculating the interest liability of the promoter for delay in handing over of the possession of the subject property in the present case in respect of the payment made before 01.09.2022 in respect of the payments made before 01.09.2022, would be for the period commencing from 01.09.2022 (agreed date of handing over of the possession being ‘on or before 1st



September 2022) till the handing over of the possession of the subject property to the complainant and in respect of the payments made after 01.09.2022, from the date on which respective amounts were received by the promoter from Allottee till the date of handing over of possession.

- xxii. Rules 18 of the Goa Real Estate (Regulation and Development) (Registration of Real Estate projects, Registration of Real Estate agents, Rates of Interest and Disclosure on websites) Rules, 2017 prescribes the interest payable by the promoter as follows:-

Rule 18 Rate of interest payable by the promoter and the allottee.— “The rate of interest payable by the promoter and the allottee shall be the State Bank of India highest Marginal Cost of Lending Rate (MCLR) plus two percent.”

Since the highest SBI MCLR as applicable on date happens to be 8.95% (revised since 15.01.2026) and as such, the interest on the amount to be refunded would be leviable at the rate of 10.95 %.

- xxiii. Having ascertained the period for which the promoter shall be liable to pay the interest for delay in handing over of the possession of the subject property to the complainant in this case and also the rate of interest applicable for the purpose as on date, it is relevant to know the details of payments made by the complainant to the respondent prior to the agreed date of possession i.e. 01.09.2022 and after that till date with details of the dates and the amount paid on the respective dates. A perusal of the statement of Accounts reveals that a total amount of Rs.57,16,249/- was paid by the complainant to the respondent before the agreed date of possession i.e. 01.09.2022. The details of various payments made by the complainant to the respondent after the agreed date of possession i.e. 01.09.2022 as per statement of accounts are as under:-



Details of payments received after 01.09.2022

Sr.No.	Receipt Date	Received Amount
1.	21.10.2022	7,12,564/-
2.	20.12.2023	97/-
3.	20.12.2023	9,769/-
4.	14.08.2024	3,59,537/-
5.	25.02.2025	3,59,440/-
	Total	14,41,407/-

The above details are extracted on the basis of statement of accounts issued by the respondent which has been relied upon by both parties.

- xxiv. In view of what has been discussed and noted herein above, the promoter in the present case, shall be liable to pay interest under Section 18(1) of the Act at the rate of 10.95% on an amount of Rs.57,16,249/- (the total amount paid by the complainant to the promoter before the agreed date of possession i.e. 01.09.2022) for the period commencing from 01.09.2022 till the date of handing over of possession and in respect of the payments made after 01.09.2022, at the rate of 10.95% from the date on which respective amounts were received by the promoter from Allottee till the date of handing over of possession.

9) Point No. E

- i. One of the relief sought by the complainant is regarding reimbursement of the interest paid by the complainant on the bank loan availed by him for making payment for the purchase of the subject property. On this issue, Hon'ble Supreme Court of India vide its judgment dated 04.06.2025 in SLP(C)Nos.27847-27848/2019 titled Greater Mohali Area Development



Authority (GMADA) Through its Estate Officer(H) VS Anupam Garg Etc. has observed as follows:-

“Here only we may observe that the State Commission, as well as NCDRC’s reliance on Priyanka Nayyar (supra) is misplaced. In that case, ₹ 2 lakhs was given as compensation, taking into account that the complainant had suffered interest in the loan taken at the rate of 10.75%. It was not given as payment for the interest itself. By placing reliance on this order, against which one special leave petition indeed stands dismissed, what was open for the commission to do was to, in the attending facts and circumstances, compute an amount as compensation, in which one of the factors would be that in order to secure a property in the scheme floated by the GMADA, the respondents had taken out a loan and would be liable to pay interest thereon. However, this order does not permit the interest on the loan, in its entirety, to be saddled by the authority responsible for the housing scheme and the delay, which is the genesis of the dispute.”

- ii. Hon’ble Apex Court vide para 17 of its above cited judgement further held as follows :-

“What flows from the above is that the amount of interest awarded is the compensation to the investment maker for the amount of money and the time he has been denied the fruits of that investment. The 8% interest awarded in this case on top of the entire amount that is being invested, is the compensation for being deprived of the investment of that money. Apart from this no amount of interest on the loan taken by the respondents could have been awarded.”

- iii. In view of the above observations made by the Hon’ble Apex Court, the issue raised and relief sought by the complainant could be agitated and considered at the stage of consideration of the matter for award of



compensation under section 71 of the Act. Further, the issue of payment of interest for delay in handing over possession of the subject property by the respondent to the complainant in terms of section 18(1) of the Act has already been dealt with herein above under point D.

10) Point No. F

- i. It is noted that despite delayed completion of the project and consequential delay in handing over of the possession of the flat booked to the allottee with all basic amenities, the respondent opposed the complaint trying to defend him unsuccessfully. Further, the joint inspection which was fixed at the instance of the promoter to get confirmation from the Allottee Complainant of readiness of the subject property carried out on 03.03.2025; reveals that the basic facilities and amenities promised by the Promoter to the allottee vide the Agreement of Finance and Sale registered on 03.04.2019 were still not completed/provided for even as late as on 03.03.2025. Pertinently, the initial communication in this regard was issued by the Promoter in December, 2024 which was followed by another email communication dated 15.02.2025.
- ii. Despite the above and though a legal notice was also issued on 12.08.2025 at the instance of the Complainant highlighting the lapses and liabilities on the part of the Promoter; the respondent never considered or attempted to resolve the dispute by way of mutual amicable settlement which led to the complainant filing the instant complaint. The complainant has admittedly preferred the legal proceedings with regard to the instant complaint. Although, the complainant has not filed any receipt of payment as litigation fee of his counsel, it is evident from the record that the same is being represented by an advocate. She



(complainant) is entitled to costs of litigation including the amount of Rs. 5000/- deposited for filing of the online complaint with Goa RERA. Accordingly, an amount of Rs.30,000/- + Rs. 5,000/- totaling Rs. 35,000/- would be payable by the Respondent to Complainant on this count.

11) Point No. G

i. The preliminary objection relating to non-inclusion of the relief of delayed compensation in the initial complaint has already been dealt with under Point A at Para 6 and the contention of the Respondent was found to hold no water. Section 18 of the Act stipulates that Complainants are entitled to refund including compensation without prejudice to any other remedy available. Further, Section 71 of the Act stipulate specific procedures for adjudication of compensations and. Section 72 of the Act further specifies the factors to be taken into account by Adjudicating Officer, while adjudging the quantum of compensations or interest as the case may be under Section 71 and shall have due regard to the factors namely;

- i) The amount of disproportionate gain or unfair advantage, wherever quantifiable, made as a result of the default.
- ii) The amount of loss caused as a result of the default.
- iii) The repetitive nature of the default.
- (iv) Such other factors which the adjudicating officer considers necessary to the case in furtherance of justice.

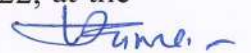
(c) In the instant case, Complainant has filed single complaint before the Authority seeking refund, interest and compensation. Upon determination by the Authority, the instant complaint is to be



further transferred to Adjudicating Officer for determination of compensation as per provisions under Section 71 of the Real Estate (Regulation and Development) Act, 2016.

Directions

- 12) In view of the findings arrived at in respect of various points of determination listed from para 6 to 11 it will be just to issue the following directions in the matter.
- i. As the project has already been granted Completion Certificate and Occupancy certificate on 25.10.2024 and 10.03.2025 respectively, the promoter is directed to handover the possession of duly completed subject property after rectifying the deficiencies noted in the joint inspection on 03.03.2025, within 30 days of the receipt of this order subject to the complainant making payment of the balance amount as per the succeeding para within 15 days of the receipt of this order. The promoter immediately upon making payment of the balance amount by the complainant, shall further imitate the process for registration of the conveyance deed.
 - ii. It is directed that the Respondent shall within 45 days from the date of receipt of the order, pay to the Complainant or pay after adjusting the Rs.5,97,078/- as per para 8(xiv) alongwith interest at the rate of 10.95% on the said amount of Rs.5,97,078/- for the period from 29.04.2025 till the date of payment by the complainant; interest at the rate of 10.95% on an amount of Rs.57,16,249/- (the total amount paid by the complainant to the promoter before the agreed date of possession i.e. 01.09.2022) for the period commencing from 01.09.2022 till the date of handing over of possession and in respect of the payments made after 01.09.2022, at the



rate of 10.95% from the date on which respective amounts as detailed at 8(xxiii) was received by the promoter from Allottee till the date of handing over of possession.

- iii. In view of the observations made in respect of Point No.F at para 10 above, the Respondent is directed to pay an amount of Rs.30,000/- + Rs. 5,000/- totaling Rs. 35,000/- as cost to Complainant within 45 days of the date of receipt of this order.
- iv. The respondents are directed to file compliance report of this order in the form of an affidavit within sixty days of this order, failing which further legal action will be initiated by the Authority under the RERA Act for execution of the order.
- v. In view of the observations made in respect of Point No.G at para 11 above, the instant complaint is further transferred to Adjudicating Officer for determination of compensation including the items listed at point No.11 i.e. compensation for mental harassment, rent amount payment of expenses of fixing grills etc. as per provisions under Section 71 of the Real Estate (Regulation and Development) Act, 2016.


19/2/26
Virendra Kumar, IAS(Retd.)
Member, Goa RERA

