



GOA REAL ESTATE REGULATORY AUTHORITY

101, 1st Floor, 'SPACES' Building, Plot No. 40, EDC Patto Plaza, Panaji 403 001 Goa

www.rera.goa.gov.in

Tel: 0832-2437655; e-mail: goa-rera@gov.in

F.No:4/RERA/Adj. Matters (145)/2026/1064

Date: 17/07/2026

BEFORE THE ADJUDICATING OFFICER

1. Mrs. Anifa Carvalho

Age: 37 years

R/o Flat No. 007, Block A

2. Comdt Harender Rai,

Age: 58 years

R/o Flat No. 008, Block A

(Deleted as per order dated 25.06.2026)

3. Mrs. Namrata Redkar,

Age: 43 years

R/o Flat No. 102, Block A

(Deleted as per order dated 25.06.2026)

4. Mr. Sandesh Naik,

Age: 39 years

R/o Flat No. 106, Block A

(Deleted as per order dated 25.06.2026)

5. Mr. Shahid Parwez,

Age: 45 years

R/o Flat No. 201, Block A

(Deleted as per order dated 25.06.2026)

6. Mr. Yogesh Ashok Pai Raiker,

Age: 47 years

R/o Flat No. 206, Block A

(Deleted as per order dated 25.06.2026)



- 7. Mr. Sattar Shaikh,**
Age: 43 years
R/o Flat No. 210, Block A
(Deleted as per order dated 25.06.2026)
- 8. Mr. SK Rohilla,**
Age: 55 years
R/o Flat No. 302, Block A
(Deleted as per order dated 25.06.2026)
- 9. Mr. Sandip Y Kambli,**
Age: 44 years
R/o Flat No. 304, Block A
(Deleted as per order dated 25.06.2026)
- 10. Mrs. Saba Shaikh,**
Age: 30 years
R/o Flat No. 305, Block A
(Deleted as per order dated 25.06.2026)
- 11. Mr. Satish B. Shet,**
Age: 36 years
R/o Flat No. 306, Block A
- 12. Mrs. Pooja Mishra,**
Age: 34 years
R/o Flat No. 307, Block A
(Deleted as per order dated 25.06.2026)
- 13. Mr. Pitu Wadkar,**
Age: 51 years
R/o Flat No. 308, Block A
(Deleted as per order dated 25.06.2026)
- 14. Mr. Bino Balachandran,**
Age: 55 years
R/o Flat No. 309, Block A
(Deleted as per order dated 25.06.2026)



- 15. Mr. Rajkumar Singh,**
Age: 58 years
R/o Flat No. 401, Block A
(Deleted as per order dated 25.06.2026)
- 16. Mr. Sujay Shetty,**
Age: 36 years
R/o Flat No. 402, Block A
(Deleted as per order dated 25.06.2026)
- 17. Mr. BK Pratihast,**
Age: 39 years
R/o Flat No. 403, Block A
(Deleted as per order dated 25.06.2026)
- 18. Mr. Nanda R. Naik,**
Age: 57 years
R/o Flat No. 405, Block A
(Deleted as per order dated 25.06.2026)
- 19. Mr. Lucas Fernandes,**
Age: 36 years
R/o Flat No. 406, Block A
(Deleted as per order dated 25.06.2026)
- 20. Mr. Tenzin Thuchen,**
Age: 41 years
R/o Flat No. 408, Block A
(Deleted as per order dated 25.06.2026)
- 21. Mr. Mulayam Singh,**
Age: 56 years
R/o Flat No. 501, Block A
(Deleted as per order dated 25.06.2026)
- 22. Mr. Shitala Prasad,**
Age: 72 years
R/o Flat No. 506, Block A
(Deleted as per order dated 25.06.2026)



- 23. Mr. Anirban Roy,**
Age: 40 years
R/o Flat No. 508, Block A
(Deleted as per order dated 25.06.2026)
- 24. Mrs. Abha Singh,**
Age: 53 years
R/o Flat No. 509, Block A
(Deleted as per order dated 25.06.2026)
- 25. Mr. Ramchandra Prasad Singh,**
Age: 55 years
R/o Flat No. 601, Block A
(Deleted as per order dated 25.06.2026)
- 26. Mr. Indra Shakya,**
Age: 65 years
R/o Flat No. 602, Block A
(Deleted as per order dated 25.06.2026)
- 27. Mr. Dhananjay Kumar Jha,**
Age: 40 years
R/o Flat No. 603, Block A
(Deleted as per order dated 25.06.2026)
- 28. Mr. Sameer Haldankar,**
Age: 47 years
R/o Flat No. 610, Block A
- 29. Mr. Ramdas Patil,**
Age: 38 years
R/o Flat No. 106, Block C
(Deleted as per order dated 25.06.2026)
- 30. Mr. Sujeeth S Bhandary,**
Age: 35 years
R/o Flat No. 109, Block C
(Deleted as per order dated 25.06.2026)

31. Mr. Munindra Deo,

Age: 49 years

R/o Flat No. 201, Block C

(Deleted as per order dated 25.06.2026)

32. Mr. Kaushalendra Pratap Rai,

Age: 58 years

R/o Flat No. 209, Block C

(Deleted as per order dated 25.06.2026)

33. Mr. Sukrit Swamy,

Age: 40 years

R/o Flat No. 301, Block C

(Deleted as per order dated 25.06.2026)

34. Mr. Bebinson Moraes,

Age: 37 years

R/o Flat No. 302, Block C

(Deleted as per order dated 25.06.2026)

35. Mr. Daniel I Nelaturi,

Age: 48 years

R/o Flat No. 303, Block C

(Deleted as per order dated 25.06.2026)

36. Mrs. Chandra Rawat,

Age: 35 years

R/o Flat No. 304, Block C

(Deleted as per order dated 25.06.2026)

37. Mrs. Tejaswini Pakhidde,

Age: 45 years

R/o Flat No. 307, Block C

(Deleted as per order dated 25.06.2026)

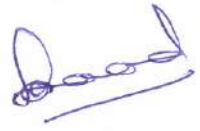
38. Mr. Abhai D. Kundaikar,

Age: 47 years

R/o Flat No. 309, Block C

(Deleted as per order dated 25.06.2026)

- 39. Mr. Hrishikesh Shinde,**
Age: 36 years
R/o Flat No. 401, Block C
(Deleted as per order dated 25.06.2026)
- 40. Mr. Adriel N Rebelo,**
Age: 29 years
R/o Flat No. 404, Block C
(Deleted as per order dated 25.06.2026)
- 41. Mr. Navin A. Bhat,**
Age: 49 years
R/o Flat No. 405, Block C
(Deleted as per order dated 25.06.2026)
- 42. Mr. Khurshid Alam,**
Age: 44 years
R/o Flat No. 505, Block C
(Deleted as per order dated 25.06.2026)
- 43. Mr. Anjaneya A Sardesai,**
Age: 40 years
R/o Flat No. 603, Block C
(Deleted as per order dated 25.06.2026)
- 44. Ms. Nupoor N Bandodkar,**
Age: 31 years
R/o Flat No. 604, Block C
(Deleted as per order dated 25.06.2026)
- 45. Mrs. Swati V Sakhardande,**
Age: 43 years
R/o Flat No. 605, Block C
(Deleted as per order dated 25.06.2026)
- 46. Mr. Seraz Ahamad,**
Age: 43 years
R/o Flat No. 606, Block C
(Deleted as per order dated 25.06.2026)



- 47. Mr Naresh Pasupuleti,**
Age: 38 years
R/o Flat No. 607, Block C
(Deleted as per order dated 25.06.2026)
- 48. Mr. Seraz Ahamad,**
Age: 43 years
R/o Flat No. 707, Block C
(Deleted as per order dated 25.06.2026)
- 49. Mrs. Vanita Fernandes,**
Age: 48 years
R/o Flat No. 101, Block D
(Deleted as per order dated 25.06.2026)
- 50. Mr. Satish K Keloskar,**
Age: 46 years
R/o Flat No. 102, Block D
(Deleted as per order dated 25.06.2026)
- 51. Mrs. Chandra Rawat,**
Age: 35 years
R/o Flat No. 103, Block D
(Deleted as per order dated 25.06.2026)
- 52. Mr. Jayakrishnan R Pillai,**
Age: 36 years
R/o Flat No. 105, Block D
(Deleted as per order dated 25.06.2026)
- 53. Mr. Sunil G Lonkadi,**
Age: 57 years
R/o Flat No. 201, Block D
(Deleted as per order dated 25.06.2026)
- 54. Mr. BP Biswas,**
Age: 53 years
R/o Flat No. 202, Block D
(Deleted as per order dated 25.06.2026)



55. Mr. Akhilesh Kumar Sharma,
Age: 54 years
R/o Flat No. 203, Block D
(Deleted as per order dated 25.06.2026)

56. Mr. Vikash Kumar,
Age: 40 years
R/o Flat No. 204, Block D
(Deleted as per order dated 25.06.2026)

57. Mrs. Shubhangi VN Dessai,
Age: 58 years
R/o Flat No. 206, Block D
(Deleted as per order dated 25.06.2026)

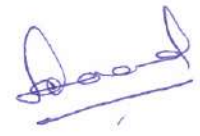
58. Mr. Rajendra Kumar Tripathy,
Age: 58 years
R/o Flat No. 301, Block D
(Deleted as per order dated 25.06.2026)

59. Mr. Pradeep Kumar Patnaik,
Age: 54 years
R/o Flat No. 304, Block D
(Deleted as per order dated 25.06.2026)

60. Mr. Sidhartha Sankar Mishra,
Age: 42 years
R/o Flat No. 401, Block D
(Deleted as per order dated 25.06.2026)

61. Mr. Uday Dasgupta,
Age: 76 years
R/o Flat No. 402, Block D
(Deleted as per order dated 25.06.2026)

62. Mr. Sanjay Kumar Yadav,
Age: 57 years
R/o Flat No. 403, Block D
(Deleted as per order dated 25.06.2026)



63. Mr. Alic Fernandes,

Age: 37 years

R/o Flat No. 408, Block D

(Deleted as per order dated 25.06.2026)

64. Mr. Damodar D Redkar,

Age: 49 years

R/o Flat No. 502, Block D

(Deleted as per order dated 25.06.2026)

65. Mrs. Reema Shetgaonker,

Age: 36 years

R/o Flat No. 503, Block D

(Deleted as per order dated 25.06.2026)

66. Mr. Amol Suryavanshi,

Age: 30 years

R/o Flat No. 602, Block D

(Deleted as per order dated 25.06.2026)

67. Mr. Abhishek Thakur,

Age: 34 years

R/o Flat No. 604, Block D

(Deleted as per order dated 25.06.2026)

68. Mrs. Mamta A Karekar,

Age: 51 years

R/o Flat No. 605, Block D

(Deleted as per order dated 25.06.2026)

69. Cdr. Atul Pant,

Age: 56 years

R/o Flat No. 701, Block D

70. Mr. Satyendra Kumar,

Age: 43 years

R/o Flat No. 802, Block D

(Deleted as per order dated 25.06.2026)



- 71. Mr. Milind Bhoyar,**
Age: 44 years
R/o Flat No. 804, Block D
(Deleted as per order dated 25.06.2026)
- 72. Mr. Anirban Roy,**
Age: 40 years
R/o Flat No. 805, Block D
(Deleted as per order dated 25.06.2026)
- 73. Mrs. Reena M. Patil,**
Age: 32 years
R/o Flat No. 101, Block E
- 74. Mr. Subhod Kumar,**
Age: 65 years
R/o Flat No. 201, Block E
(Deleted as per order dated 25.06.2026)
- 75. Mr. Vijendra Prasad Singh,**
Age: 59 years
R/o Flat No. 208, Block E
(Deleted as per order dated 25.06.2026)
- 76. Mr. VK Singh,**
Age: 59 years
R/o Flat No. 301, Block E
(Deleted as per order dated 25.06.2026)
- 77. Mr. Abhishek Kumar Singh,**
Age: 32 years
R/o Flat No. 304, Block E
(Deleted as per order dated 25.06.2026)
- 78. Mrs. Poonam Sawant,**
Age: 39 years
R/o Flat No. 306, Block E
(Deleted as per order dated 25.06.2026)

- 79. Mrs. Poonam Sawant,**
Age: 39 years
R/o Flat No. 307, Block E
(Deleted as per order dated 25.06.2026)
- 80. Mr. Sameer Raju Narayan,**
Age: 29 years
R/o Flat No. 405, Block E
(Deleted as per order dated 25.06.2026)
- 81. Mr. KA Narasimhan,**
Age: 65 years
R/o Flat No. 408, Block E
(Deleted as per order dated 25.06.2026)
- 82. Mr. Shubham Pandey,**
Age: 27 years
R/o Flat No. 501, Block E
(Deleted as per order dated 25.06.2026)
- 83. Mr. Bhalchandra Parmekar,**
Age: 58 years
R/o Flat No. 502, Block E
(Deleted as per order dated 25.06.2026)
- 84. Mr. John Walter Pires,**
Age: 52 years
R/o Flat No. 504, Block E
(Deleted as per order dated 25.06.2026)
- 85. Mrs. Janhavi J Parab,**
Age: 40 years
R/o Flat No. 506, Block E
(Deleted as per order dated 25.06.2026)
- 86. Mr. Manoj Kumar SP,**
Age: 45 years
R/o Flat No. 603, Block E
(Deleted as per order dated 25.06.2026)



87. Mr. Shivraj Bhoite,

Age: 42 years

R/o Flat No. 701, Block E

(Deleted as per order dated 25.06.2026)

88. Mr. Shivkumar Pal,

Age: 38 years

R/o Flat No. 703, Block E

(Deleted as per order dated 25.06.2026)

89. Mr. Narsing Jindam,

Age: 53 years

R/o Flat No. 704, Block E

90. Mrs. Rupavali L. Tirodkar,

Age: 41 years

R/o Flat No. 707, Block E

(Deleted as per order dated 25.06.2026)

91. Mr. Ashok Kumar,

Age: 55 years

R/o Flat No. 708, Block E.

(Deleted as per order dated 25.06.2026)

All resident of Prabhu's Violetta Complex,
Behind Vishal Mega Mart,
Chicalim, Goa-403711.

..... **Complainants**

Versus

M/s Prabhu Realtors

Through its Partner-cum- authorized representative

Mr. Amit C. Prabhu,

Age: 44 years

Office No. 98, Block -A,

Prabhu's Emerald, above Pantaloons,

Alto-Dabolim, Goa-403801

..... **Respondent**



Ld. Advocate Mrs Fawia Menezes Mesquita representing the Complainants/Applicants.

Ld. Advocate Shri Sofran Shaikh representing the Respondent.

ORDER

(Delivered on this 17th day of the month of July, 2026)

It is the case of the Complainants that they are 'Allottees' and the Respondent is the Project Proponent / Developer/ 'Promoter' in terms of the Real Estate (Regulation and Development) Act, 2016 (hereinafter, the 'RERA Act') in relation to the Real Estate project by name 'PRABHU'S VIOLETTA' registered with this Authority under Registration No. PRGO05180110 (hereinafter referred to as "*the project/Complex*").

2. The Complainants state that they had approached the Goa Real Estate Regulatory Authority with various grievances in the matter of various violations and/or contraventions of the provisions of the RERA Act and/or the Regulations made there under ('RERA Rules' for the sake of brevity) as also the transfer agreements; by way of proceedings under Section 31 of the Act, which proceedings were registered as F. No: 3/RERA/Complaint (459)/2024/ 1708.

3. The Complainants state further that the RERA Authority, has by Order dated 17-12-2025; been pleased to adjudicate on the Section 31 Complaint and passed the Order with various findings and directions to the Respondent.

4. The Complainants, state that in view of the various violations and contraventions on the part of the Respondent and/or the gross failure on the part of the Respondent in the fulfillment of the obligations, responsibilities and functions under the provisions of this Act and/or the rules and regulations made hereunder and/or towards the allottees and/or the under the Instruments of Transfer; which

violations, contraventions and failures have been affirmed by the Authority in the Order dated 17-12-2025; the Complainants seek an Order of Compensation under Section 71 r/w 72 of the RERA Act.

5. The Complainants state that the Authority has discussed in paragraphs 28 to 33 of the Order dated 17-12-2025 the violations, viz., the project not being in accordance with the sanctioned plans, layout plans and specifications as approved by the competent authorities and the RERA approved plan which is evident from the incident of the collapse of the retaining wall and the fact that the walls were not part of any of the sanctioned plans, while taking note of the Respondent's defence that it constructed the monstrous walls in view of the peculiar topography of the site. That the Authority has discussed the Goa Engineering College Expert Report dated 15-10-2024 and in view of the Report and has :

- 1.1. In so far as the retaining walls are concerned, held that the GEC Report is “deemed to be satisfied” in as much as the “respondent categorically and expressly clarified that it would assume full responsibility for any future issues”
- 1.2. directed implementation of the GEC report with respect to the “other grievances of the complainants with regard to built covered recessed/underground storm water drains for all five blocks and common areas of the complex seepage issues in the basement of all the five blocks, by providing weep holes on walls and drainage channels below for conveying seepage water etc”...
- 1.3. Directed that “the respondent is expected to assure that the structural integrity remains unaffected” and the implementation of the GEC report by assuring “that the rain water ingress into lower basement of Block C and D should not reoccur.... ”



6. Further that the Authority has found non-adherence to the RERA approved plans, sanctioned plans, layout plans and specifications as approved by the competent authorities as also structural defects and other defect relating to the development; all attributable to the Respondent, entitling the Complainants to receive appropriate compensation. The Complainants state that, moreover, the Respondent has acted fraudulently, misrepresented the Allottees and the Authorities & indulged in unfair practice all of which have resulted in unfair advantage and disproportionate gain for the Builder who has deliberately not shown the monstrous walls on the approved plans as the Project is constructed on a steep slope/hill, and under the Goa Town & Country Planning Act 1974, the Goa Land Development & Building Construction Regulations of 2010 the Builder would be prohibited to undertake any construction in a gradient of 1/4 and above and anything below 1/4 and upto 1/10 would require regulation and made subject to observance of various rules, regulations and Guidelines for retaining wall for hill area .Therefore, by concealing the presence of the steep slope in the plans and to the Allottees, the promoter went ahead with the construction, thereby making false and misleading representation about the project not only to the authorities, but also to the Allottees, making unfair gains and now the Allottees are suffering on account of the poorly built and illegal wall.

7. The Complainants state further that the learned Authority has come to the conclusion in paragraphs 34 to 37 of the Order dated 17-12-2025 that Solar panelling on the roof of the five blocks as shown in the approved plans submitted to the RERA have not been erected. That the Authority has held that the Builders “are legally bound to construct the project in accordance with the sanctioned plan, layout and specification submitted to the RERA and other Authorities”. That the Authority has further enumerated the various uses of such solar panelling like

powering homes, charging electronic devices, heating and for various other purposes; and directed the Respondent to erect solar paneling on the roof of the five blocks as shown in the approved plans submitted to Goa RERA and other authorities.

8. Further that even if the Authority had not enumerated the uses, it is a matter of common knowledge that Solar energy is vital for mitigating climate change, as it is a clean, renewable resource that emits no greenhouse gases during operation; provides energy security, reduces electricity bills, and offers cost-effective, long-term power generation; reduces reliance on fossil fuels etc. And it is precisely for this reason that Builders are given an impetus of Additional FAR by the Administration to make use of this source of energy, which benefit the Respondent conveniently availed of while depriving the benefit meant for the allottees. Notwithstanding, that the Respondent has deprived the Allottees of the benefits of solar panelling, what is most appalling is the unfair practice committed by the Respondent on the allottees; and the unfair advantage the Respondent took of a beneficial measure and causing loss to the allottees. Thus, the Authority has found non-adherence to the RERA approved plans, sanctioned plans, layout plans and specifications as approved by the competent authorities as also failure to discharge obligations imposed on him under Section 11 of the Act, all of which entitles the Complainants to receive appropriate compensation.

9. The Complainants state further that the learned Authority has declined to grant any relief as regards the construction of the new STP to cater for outflow of "C" block, the flow of filth from the STPs etc. That the Authority has stated that since the complaints are pending before the Goa State Pollution Control Board, Directorate of Health Services; the Village Panchayat of Chicalim, etc, the

Authority has stated that the Complainants may pursue these complaints with the Authorities.

10. That, the Complainants seek to place on record events that have happened after the Order dated 17-12-2025 was passed. That in the second week of March 2026 a pandemic like situation was experienced in the complex when over 160 residents fell violently ill from water borne illnesses like diarrhoea, typhoid and skin diseases on account of the fact that the Respondent has been providing contaminated water to the residents; and even this water has been coming from illegal sources like bore well. The said pandemic has been widely reported in all the local and even National dailies. Further the Authorities have issued various advisories and notices to the Respondent on the aspect.

11. That the Goa State Pollution Control Board has found that “The Reports of Analysis indicate that the test results for the parameters of BOD, COD, Ammoniacal Nitrogen, Total Suspended Solids, N- Total and Fecal Coliform are exceeding the permissible limits”. The Board has further observed that “the reports of analysis as aforesaid clearly indicate that you are not operating the STP in an efficient manner ...” Thus, on 20-03-2026, the GSPCB has issued Directions to the Respondent.

12. It is further the case of the Complainants that The Water Resources Department, Govt. of Goa has sealed the borewell on 21-03-2026 and issued a letter to the effect dated 21-03-2026. The Complainant states that clean water is not only a fundamental right but a human right and thus an essential service within the meaning of Section 11(4)(d) and 14(3) of the RERA Act. The Complainants state that it is the duty of the Respondent to make provisions for essential services to the allottees relating to the development, which entails provision of not only drinking

water but water for other sources by setting up efficient infrastructure like STP etc. The lack of STP, lack of functioning STP and dissemination of borewell water for human consumption is not only a RERA violation but an offence. It is also learnt that an FIR has been registered against the Respondent at the Vasco Police Station. In view of this the Adjudicating Officer has ample powers to decide the violations under Section 11(4)(d) and 14(3) r/w 18(3) and award compensation to the Complainants.

13. Notwithstanding, Section 11(4)(d) – which states that – The Promoter SHALL be responsible for providing and maintaining the essential services, on reasonable charges, till the taking over of the maintenance of the project by the association of the allottees is squarely applicable in this case as on one hand the Respondent has not allowed the Society to take over the maintenance, and in this scenario, it is the obligation of the Respondent to provide essential services and the very fact that the Respondent is not providing the same, entitles the Complainants to compensation under Section 14(3) r/w 18(3). Moreover as seen from all the previous Directions and Reports drawn by the Authorities, like the Post Occupancy Audit Report of Chicalim Panchayat; DFES Inspection Report dated 29.08.2024; Directorate of Health Services Report dated 21.10.2024; Directions dated 25-03-2025 passed by the Goa State Pollution Control Board (Annexure IV Colly) and from the current reports and Directions (Annexure V Colly), the nature of the default on the part of the Builder is recurring in nature. Despite findings of dangerous substances like E-Coli and faecal matter etc in the previous reports the Builder has conspicuously not taken any remedial measures and continues to act in violation of not only the RERA Act, but the other laws in force and in violation of basic human rights.

14. The Complainants state that the learned Authority has come to the conclusion in paragraph 45 that till the Society is made functional, it is the OBLIGATION of the Respondent to “carry out necessary repairs as stated of the common areas/staircase and that the equipment are timely serviced and operational and all the sports equipment are in perfect condition, till the affairs of the society, has been handed over to the new Board of Directors....

15. The Complainants state that the condition of the lighting, fixtures, fitting etc continue to be in a non-working condition but what is a matter of grave concern is that common areas like walls etc have developed deep cracks which require attention, but however the Respondent has failed to fix the common areas despite the passage of 3 months since the passing of the Order. Notwithstanding, Section 11(4)(d) – which states that – The Promoter SHALL be responsible for providing and maintaining the essential services, on reasonable charges, till the taking over of the maintenance of the project by the association of the allottees is squarely applicable in this case as on one hand the Respondent has not allowed the Society to take over the maintenance, and in this scenario, it is the OBLIGATION of the Respondent to provide essential services and the very fact that the Respondent is not providing the same, entitles the Complainants to compensation under Section 14(3) r/w 18(3).

16. The Complainants state that even otherwise as per the agreements between the parties the Respondent is bound to carry out all these repairs and provide services to the Complainants. The Respondent has been clearly siphoning the money that it has collected in the garb of maintenance, while not using it for the benefit of the allottees, thereby making disproportionate gain and/or taking unfair advantage of illegal maintenance contracts.

17. Further that in paragraphs 47 to 49 of the Order dated 17-12- 2025, the Hon'ble Authority has held that under Section 17(2) it is the responsibility of the Respondent to hand over all the documents, plans etc with respect to the common areas to the Society. That the Respondent has admittedly not handed over these to the Society. The Respondent has repeatedly and clearly violated the provisions of Sections 17, 19(3) and 11(4)(e) & (f), which entitles the Complainants to compensation under Section 18(3) of the Act as the Respondent has miserably failed to discharge the obligations imposed on him under this Act as held by the Hon'ble Authority, and he is therefore liable to pay such compensation to the allottees, in the manner as provided under this Act. The Complainants state that for every day that the Respondent is refusing to hand over the documents, plans etc with respect to the common areas to the Society amounts to a repetitive nature of default and is liable to pay compensation for every day's delay.

18. Further that in paragraphs 50 and 51 of the Order dated 17-12-2025, the Hon'ble Authority has concluded that the Conveyance Deeds with the Complainant Nos. 3, 4, 7, 18, 28, 45, 63, 64, 66, 67, 81 have not been completed and even the NOCs for transfer of water and electricity connections have not been issued. The Complainants state that execution of conveyance deed is the right of the allottee and obligation on the Builder and the non execution thereof is a violation under Sections 11(4)(f) or 17(1) or 19(11). The complainants have been harassed and made to run from pillar to post to enforce their basic right of having a conveyance deed executed and despite the Order dt 17-12-2025 and despite the passage of 3 months the conveyance deeds have not been executed.

19. That the Respondent has clearly violated the provisions of Sections 11(4)(f) or 17(1) or 19(11), which entitles the Complainants to compensation under Section 18(3) of the Act as the Respondent has miserably failed to discharge the

obligations imposed on him under this Act as held by the Hon'ble Authority, and he is therefore liable to pay such compensation to the allottees, in the manner as provided under this Act. The Complainants state that for every day that the Respondent is refusing to execute the Conveyance Deeds with the aforementioned parties; amounts to a repetitive nature of default and the Respondent is liable to pay each of these Respondent's compensatory amount for every day's delay. It is also to be noted that these Respondent's are not only being deprived of enjoyment of their property purchased by them with their hard earned money or by taking loans etc, but are also being deprived the right to enjoy their property, sell their property if need be or even rent their property, thus causing loss of income of nearly 15,000/- to 20,000/- per month.

20. Further that in paragraphs 53 to 68 of the Order dated 17-12-2025, the Authority has rendered findings on how the Respondent has illegally withheld the Allottees maintenance funds with himself and/or deprived the Allottees of their own funds by making so called maintenance contracts which are contrary to the RERA Act. The Complainants state that as held by the Authority, there is absolutely no question of making these contracts by any promoter as the RERA Act is very clear about formation of Society and transfer of maintenance and common areas to the Society.

21. That the Authority has held that *"the clause, namely 9.1 of the agreements for sale, as well as, the clause 12 of the sale deeds are one-sided, arbitrary, unfair and discriminatory"*. That the Authority has also held that *"the promoter is duty bound to transfer the residual amount after deducting the expenses incurred to the Society. No amount has been transferred to the society after completion of the project nor were any accounts submitted with respect to the expenditure at the time*

of the formation of the society, which amounts to unjust enrichment on the part of the respondent”

22. That the Authority has thus directed the Respondent to *“transfer to the “Prabhu Violetta Co-operative Housing Maintenance Society Ltd., all the maintenance fees/corpus, funds, etc., alongwith a detailed audited account by a Chartered Accountant indicating the amount collected from all the allottees and spent by the respondent towards the maintenance within one month of the constituting the “Board of Directors”... ”*

23. The Complainants state that the Complainants have produced before the Authority a Calculation Sheet titled PRABHU’S VIOLETTA – MAINTENANCE COLLECTION (Annexure VII) which spells the Unjust Enrichment and the figures therein have neither been disputed nor refuted by the Respondent and for this purpose the Complainants shall produce the pleadings filed before the Authority in Case No. 3/RERA/Complaint (459)/2025/357. As seen, the Respondent has collected a sum of Rs. 4,21,98,000/- (Rupees Four Crores Twenty-One Lakhs Ninety-Eight Thousand Only) from the Allottees towards maintenance and the amount that is illegally retained by the Builder is Rs. 3,20,38,800/- (Rupees Three Crores Twenty Lakhs Thirty-Eight Thousand Eight Hundred Only). Moreover, the Respondent has earned an interest on this amount illegally retained in the last about 4 years. The Complainants state that principal unspent amount will have to be handed over to the Society as held by the Authority in Order dated 17-12-2025, but however the Complainants/Allottees are very much entitled to the interest amount, which the allottees are entitled to receive having been illegally deprived of the same which amounts to Rs. 1,15,33,968 calculated at 9% p.a and is the actual amount of loss caused to the Allottees. In addition to the fact that the amount of Rs. 3,20,38,800/- is the disproportionate gain and/or unfair advantage to



the Respondent, it also amounts to repetitive nature of the default for everyday the Respondent withholds the amount. Infact the recent pandemic of water borne illness is a stark testament to the fact that the Respondent has been not carrying out any maintenance and siphoning off all the money for himself.

24. That the Respondent has clearly violated the provisions of Sections 11, which entitles the Complainants to compensation under Section 18(3) of the Act as the Respondent has miserably failed to discharge the obligations imposed on him under this Act as held by the Hon'ble Authority, and he is therefore liable to pay compensation to the allottees, in the manner as provided under this Act.

25. That in paragraphs 70 to 72, the Authority has concluded that the Respondent has failed to transfer the title of the common area thereby violating Section 11(4)(f) r/w Section 17(1) and the Respondent has been directed to transfer the undivided proportionate title in the common areas to the Society. The Complainants state by not transferring the title of the common areas to the society, the Respondent has not only violated the law, but also deprived the Allottees the control over maintenance, security, future redevelopment rights etc and made them run from pillar to post in the matter of maintenance of the common areas which is evident from the various letters and reports of the Authorities. The same constitutes disproportionate gain or unfair advantage to the Respondent while also amounting to a repetitive nature of default and the Respondent is liable to pay compensatory amount for every day's delay in making the transfer of the common areas to the Society. The Complainants state this has also had adverse impact on allottees desirous of selling the flats or renting the flats as prospective buyers do not seek to invest in a flat where allottees have no undivided proportionate title in the common areas, thus entailing a loss of Rs. 15-20,000/- rental a month to allottees.

26. That the Complainants and all the allottees have suffered injury and loss as the Builder has made disproportionate gains, unjustly enriched itself and took unfair advantage of its position as the Builder who always has a higher bargaining power. It has also been held by the Authority that the Respondent has unjustly enriched itself. The Respondent has miserably failed to discharge obligations imposed on the Respondent under the said Act and/or the Rules and Regulations made thereunder or in accordance with the terms and conditions of the Agreements and Deeds of Sale and the defaults are repetitive in nature; and the Complainants are thus entitled to compensation in terms of the said Act as under –

- a. The actual loss caused to the complainants in incurring expenditure on legal process of approaching Authorities, Photocopying, Stationery, Making RTIs, approaching the RERA, Adjudicating Officer, defending before the MH- REAT = Rs. 10, 00,000/- (Rupees Ten Lakhs Approximately) till date.
- b. The Complainants have expended the sum of Rs. 60,000/- towards the professional fees of the Goa Engineering College experts towards their inspection and report (Statement of Fees attached)
- c. The actual loss caused to the Allottees on account of non-installation of the solar panelling, which is calculated at the minimum rate of Rs. 500/- per month on electricity charges = Rs. 500 per month x 328 flats x 5 years = Rs. 8,20,000/- (Rupees Eight Lakhs Twenty Thousand Only).
- d. Compensation for thrusting upon the Allottees pandemic because of the repetitive acts of default etc on the Respondent's part = Rs. 10,00,000/- (Rupees Ten Lakhs Only). The Complainants seek to furnish the Hospital Records of patients alongwith other records as available at the time of hearing.

- e. Compensation on account of not carrying out repairs to major cracks, infrastructure and the fixing the fixtures, fittings, fuse bulbs lights, gym equipment etc = Rs. 10,00,000/- (Rupees ten Lakhs)
- f. Actual Loss caused to Complainant. Nos. 3, 4, 7, 18, 28, 45, 63, 64, 66, 67 and 81 on account of non-execution of conveyance deeds which is calculated at the minimum rate of Rs. 15,000/- per month which these Allottees would have earned on renting out their premises if their title was made clear by the Respondent = Rs. 1,80,000/- (12 months of loss of Rs. 15,000/- p/m on rentals calculated from the day of approaching RERA in Jan 2025 till date) payable to each of the 11 Complainants along with compensation of repetitive nature of default which amounts to Rs. 1,00,000/- payable to each of these 11 Complainants. Thus, the amount payable to Complainant Nos. 3, 4, 7, 18, 28, 45, 63, 64, 66, 67 and 81 = Rs. 2,80,000/- each (Rupees Two lakhs Eighty Thousand Each).
- g. Disproportionate gain and unfair advantage to the Respondent on account of unjust enrichment of Rs. 3,20,38,800/- (Rupees Three Crores Twenty Lakhs Thirty-Eight Thousand Eight Hundred Only)./- The Complainants/Allottees are thus entitled to the amount which has been accrued as interest on Rs. 3,20,38,800/-, which is actual loss to the allottees = Rs. 1,15,33,968/- (Rupees One Crore Fifteen Lakhs Thirty-Three Thousand Nine Hundred Sixty-Eight Only).

27. The complainants are also entitled for compensation for mental and physical harassment caused by the Respondent as the Allottees have spent major share of their life time earnings, taken loans from the financial institutions with the hope of getting a home For the family. Because of fault and mischief on the part of the Respondent, the complainants have not been able to enjoy a blissful stay in the



Complex, but have been made to suffer constant harassment, litigation and lack of facilities; they had to seek remedy under the law and for that they had to suffer mental agony due to harassment and had to incur expenditure to obtain legal assistance to pursue their claim. Considering such harassment and mental agony, which fall under the scope of Section 72 of the Act, and other reasons assigned supra including the fact that the Respondent has unjustly enriched himself and committed repetitive acts of defaults, without any justification, especially for no fault on the part of the complainants, the Complainants are entitled to compensation under non-pecuniary head for mental agony and harassment at Rs.1,00,00,000/- (Rs. One Crore only) which would meet the end of justice.

28. The applicant further declares that the matter regarding which this application has been made is not pending before any Court of Law or any other Authority or any other Tribunal(s).

29. The Respondents have filed their written statement/Reply with preliminary objections. That the present application under Form "B" read with Section 71 is legally untenable and constitutes an abuse of the process of law. It is a settled position of law under the RERA Act that an application for compensation before the Adjudicating Officer must clearly establish and prove actual loss or injury sustained personally by the individual applicants. The Complainants have filed this petition based on vague, generalized, and speculative group calculations without demonstrating any distinct financial or material injury personal to them.

30. That the Complainants are seeking to execute or expand upon the directions passed by the Hon'ble Authority in the Order dated 17-12-2025 under the guise of a fresh claim for compensation. The scope of the Adjudicating Officer under Section 71 is limited to adjudging compensation based on evidence of direct loss

resulting from specific contraventions. Matters relating to compliance, enforcement, or execution of the Hon'ble Authority's specific directions (such as executing conveyance deeds or transferring corpus funds) cannot be bypassed or agitated via a parallel compensation routine without meeting the strict evidentiary standards of Section 72. And also the respondent has complied the RERA order dated 17/12/2025.

31. That the claims made by the applicants under the head of "Non-Pecuniary Compensation" to the tune of ₹1,00,00,000/- (Rupees One Crore Only) are exorbitant, astronomical, completely baseless, and lack any statutory or mathematical basis under Sections 12, 14, 18, or 19 of the RERA Act. RERA is a compensatory statute, not a tool for unjust enrichment or punitive windfalls. Without prejudice the respondent denies each and every para unless admitted specifically. That the specific itemized claims under sub-clauses (a) to (g) are replied to as under:

- a. The claim for legal costs to the tune of approximately ₹10,00,000/- is exorbitant, unsubstantiated, and entirely unreasonable. Administrative processes such as filing RTIs, photocopying, and standard stationery represent standard steps in legal mobilization and cannot be translated into an inflated group liability to be imposed on the Respondent.
- b. The claim for reimbursement of ₹60,000/- towards the Goa Engineering College report is denied. The technical evaluation was directed as part of public oversight and infrastructure review during the main proceedings and cannot be claimed as an independent personal financial loss by the applicants under Form "B".



- c. The calculation of ₹8,20,000/- based on a speculative rate of ₹500/- per month across 328 flats for 5 years is absurd, legally impermissible, and completely out of the scope of personal compensation. The Complainants have failed to produce any certified electricity bills or expert energy audits proving that the temporary absence of solar panels inflicted a direct, out-of-pocket loss of exactly ₹500/- per month on their specific domestic meters. Group calculations for unrepresented allottees cannot be litigated by these specific applicants.
- d. The claim for ₹10,00,000/- (Rupees Ten Lakhs Only) towards a "thrust upon pandemic" is highly sensationalized, malicious, and entirely denied. The Complainants have produced zero medical links, historical clinical case files, or causal medical proof establishing that any temporary health issue in March 2026 was directly and solely caused by an intentional act or omission of the Respondent.
- e. The claim for ₹10,00,000/- for non-execution of repairs to major cracks and fixtures is denied. The rectification of structural issues or common maintenance items falls strictly under the execution of the main order under Section 14(3). The Complainants cannot demand a unilateral lump-sum cash payout under the guise of compensation without showing actual expenses personally incurred by them to fix the alleged defects.
- f. The claim for ₹2,80,000/- per applicant based on a hypothetical rental loss of ₹15,000/- to ₹20,000/- per month is entirely imaginary and legally groundless. Since all the Complainants are either residing in their premises or hold clear physical possession of their e of personal flats, the question of losing prospective rental income due to a delayed conveyance



deed does not arise. No evidence of cancelled lease agreements or prospective tenants turning back has been produced.

g. The claim for interest amounting to ₹1,15,33,968/- calculated at 9% p.a. on the maintenance corpus is completely illegal and outside the statutory jurisdiction of the Adjudicating Officer. The direction to transfer the maintenance corpus along with audited accounts has already been adjudicated by the main Authority on 17-12-2025. Any delay in transfer is an execution matter for the main Authority under Section 40 and cannot be re-litigated here to create a parallel, overlapping liability for interest under Section 71.

h. The demand for an astronomical sum of ₹1,00,00,000/- (Rupees One Crore Only) under the head of "Non-Pecuniary Compensation" for mental agony and harassment is preposterous, legally invalid, and vexatious. The Adjudicating Officer under Section 71 r/w Section 72 can only award realistic, compensatory damages based on proven, actual elements of loss. The Complainants are attempting to convert a regulatory matter into a speculative revenue-generating exercise, which deserves to be rejected with heavy costs.

32. That in the light of the facts, legal limitations, and preliminary objections stated above, the Respondent most respectfully prays that the Adjudicating Officer may be pleased to:

- a) Dismiss the Form "B" Claim Petition filed by the Complainants in its entirety on the grounds of maintainability, lack of jurisdiction, and total lack of quantified evidence of personal loss;
- b) Rejection of all itemized pecuniary and non-pecuniary financial claims



c) Pass any other such order(s) as this Hon'ble authority may deem fit and proper.

33. During the proceedings, Memo/ applications were filed for dropping/ withdrawal of the applicants as mentioned in the respective applications which are on record. The Ld. Advocate for the Respondent gave no objection and order was passed granting the same and to carry out the amendments to the cause title. The amended cause title was furnished accordingly which is at Exh 1235/c.

34. During initial proceedings, the parties along with their respective Ld. Advocates, voluntarily and amicably settled the matter amongst themselves by filing duly signed Content Terms which are reproduced as under:-

CONSENT TERMS

The Applicants and the Respondents above-named mutually agree as under –

1. The Respondent stands ready and willing to execute individual conveyance deeds with the Applicant/Aggrieved Party Nos. 3, 4, 7, 18, 28, 45, 64, 66 (in F. No : 3/RERA/Complaint (459)/2024/1708) alongwith providing of necessary NOCs for the transfer of electricity connections and house tax to these Applicants/Aggrieved Parties by **30-09-2026**. In so far as the Applicant/Aggrieved Party Nos.61, 63 and 81 are concerned, the conveyance deeds in respect of their flats have already been executed.
2. The Respondent hereby undertakes to erect solar paneling on the roofs of the five blocks as shown on the approved plans submitted to Goa Real Estate Regulatory Authority and other authorities and in terms of the ORDER dated

17-12-2025 under F. No : 3/RERA/Complaint (459)/2024/1708 passed by the Goa Real Estate Regulatory Authority, Panaji – Goa **by 31-12-2026.**

3. The Respondent hereby undertakes to transfer the undivided proportionate **TITLE in the common areas** of the Real Estate Project to the Board of Directors of the “Prabhu’s Violetta Co-operative Housing Maintenance Society Ltd.” in terms of the ORDER dated 17-12-2025 under F. No : 3/RERA/Complaint (459)/2024/1708 passed by the Goa Real Estate Regulatory Authority, Panaji – Goa within a period of **TWO MONTHS** from the date of installation of the Board of Directors of the “Prabhu’s Violetta Co-operative Housing Maintenance Society Ltd.”
4. The Respondent hereby undertakes to transfer to the Prabhu Violetta Co-operative Housing Maintenance Society Ltd., all the maintenance fees/corpus, funds, etc., alongwith a detailed audited account by a Chartered Accountant indicating the amount collected from all the allottees and spent by the Respondent towards the maintenance in terms of the ORDER dated 17-12-2025 under F. No : 3/RERA/Complaint (459)/2024/1708 passed by the Goa Real Estate Regulatory Authority, Panaji – Goa within a period of one month from the date of installation of the Board of Directors of the “Prabhu’s Violetta Co-operative Housing Maintenance Society Ltd. ”
5. The Respondent has deposited Cheques towards the fulfillment of the Point (v) of the ORDER dated 17-12-2025 under F. No : 3/RERA/Complaint (459)/2024/1708 passed by the Goa Real Estate Regulatory Authority, Panaji – Goa with the Mamlatdar of Mormugao Taluka on 15-06-2026. The

Applicants hereby acknowledge receipt of the sums subject to the realization of the said cheques.

6. The Respondent undertakes to execute the ORDER dated 17-12-2025 under F. No : 3/RERA/Complaint (459)/2024/1708 passe by the Goa Real Estate Regulatory Authority, Panaji – Goa in letter and spirit and abide by* all the undertakings given by it and noted by the Goa Real Estate Regulatory Authority, Panaji – Goa in the Order dated 17-12-2025 under F. No : 3/RERA/Complaint (459)/2024/1708.
7. The Respondent undertakes to withdraw the Appeal No. ATO7/00053/2026 and M A No. 80/2026 (Stay) filed by it before the Maharashtra Real Estate Appellate Tribunal, Mumbai in view of these terms on the next date of hearing which is 14-07-2026.

In view of the above-stated reciprocal undertakings, the Applicants accept these terms in full and final satisfaction of all claims raised before this Hon'ble Authority and the matter be disposed off in terms thereof.

35. I have perused the records and the above consent terms which has been filed by respective parties along with their Advocates, and I am satisfied that the Consent Terms have been filed voluntarily. As such, I pass the following:-

ORDER

In view of the consent terms above at exhibit 1295/C, and duly signed by the parties along with their respective Ld. Advocates, I am satisfied that the parties have settled the matter voluntarily and amicably between themselves and the

Consent Terms filed by the parties are accepted and the application in Form "B" for compensation filed by the applicant stands disposed off as per the aforesaid Consent Terms. Proceedings closed.


17/07/2026
(Sayonara Telles Laad)
Adjudicating Officer,
Goa RERA

