



GOA REAL ESTATE REGULATORY AUTHORITY

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

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F.No:3/RERA/Complaint (437)/2024/ 1764

Date: 02/01/2026

Sanjeev Kumar Singh,

1/8, HIG , Phase I

Swarna Jayanti Vihar,

Koyla Nagar, Kanpur, Uttar Pradesh -208011.Complainant

Versus

1. M/s Elite Convergence Developers,

Shop no. 8, Garden Center,

Near ICICI bank,

Mapusa, Goa-403507.

2. Mr. Vishnudas Vishwanath Korgaonkar,

Partner of M/s Elite Convergence Developers

R/o Boamon-Vaddo,

Siolim, Bardez Goa, 403517.

3. Mr. Crisjoy Fernandes

Partner of M/s Elite Convergence Developers

R/o Porta Wada,

Siolim, Bardez, Goa.

4. Mr. Sanil Da Costa Frias

Partner of M/s Elite Convergence Developers

R/o Carrem, Socorro,

Bardez, Goa, 403501.


.....Respondents

Sanil
02/01/26

ORDER
(02/01/2026)

This order shall dispose of the application for consent terms filed by the parties in case of a online complaint filed vide No. 3/RERA/Complaint(437)/2024 u/s 31 of the Real Estate (Regulation and Development) Act,2016 (the Act of 2016).

2. The complainant in his submissions has stated that the respondents herein are the developers of the project titled "Areia de Goa Phase II," situated at Arpora, Bardez, Goa. The complainant had purchased flat nos. 308 and 309 admeasuring 35.89 sq.mts. and 29.25 sq. mts. respectively on the 3rd floor of Block 1 in the said project from the respondents for the consideration of Rs.28,7,1000/- and Rs. 23,40,000/- respectively and due to delay in delivery of possession and related issues, the complainant has filed the present complaint. The complainant while alleging that despite the assurance made in the 'Agreement for Finance and sale' dated 23.01.2020 for handing over possession of the booked apartment on or before 30.04.2020, the Respondent has not handed over the said booked apartments till date and further sought relief in terms of directions to the respondent to


02/01/26


provide physical possession of the booked apartments alongwith completion of common amenities, interest at the rate of 18% on the total amount paid for each month of delay besides compensation of Rs.10,00,000/- on account of physical harassment, mental agony etc. and also the expenses incurred on legal consultation. In addition, the complainant also prayed for compensation for unfair trade practices towards injury to mental health such as depression etc. and financial loss.

3. The complainant inter alia also alleged that he respondent had launched the project “Areia de Goa Phase II” in December 2019 when RERA Act was inforce and despite that the Respondent deliberately did not opt to register the said project with RERA Goa and also sold the units without the registration of the project.

4. Per contra the respondent while admitting the delay in completion of the project, sought to justify the same due to unavoidable circumstances which the complainant was aware of and also that though occupancy of the project was obtained prior to signing of the agreement with the complainant but the complainant sought modifications of the apartments including change of the elevation of the building which was already completed which

contributed to the delay and further stated that the complainant was very much aware that these works could not be completed in 03 months from signing of the agreement and the matter was also discussed with the complainant qua these issues.

5. With regard to the allegation of the complainant regarding non registration of the project with Goa RERA the respondent submitted that the building was completed much prior to signing of the agreement with the complainant and the occupancy was obtained in 2017 itself. However, the documents submitted by the respondent in this regard i.e. a copy of occupancy certificate is dated 06.05.2019 which inter alia also refers to a prior completion order from Town and Country planning department, Mapusa, Goa issued vide No. DB/11646/TCP/2017/361 dated 14.02.2017. Further, the said occupancy certificate is granted in respect of various blocks and floors mostly in part. The parties during the course of the proceedings also filed their affidavit in evidence. However, both the parties later submitted that they have decided to proceed with the settlement of the issue and sought adjournment to furnish the consent terms. Consequently, **both the parties along with their respective Ld. Advocates, voluntarily and amicably settled the matter amongst**


02/01/24

themselves and filed a signed "Consent Terms" which are reproduced as under:-


(I). Possession:

The respondents agree to hand over physical & peaceful possession of Flat nos. 308 and 309 after completion of all common facilities like Swimming Pool, Garden, Lift installation, parking etc. on or before 30th October 2025. However, the keys for Flat nos. 308 and 309 shall be handed over by Respondents to complainant on or before 30.08.2025 after completion of painting, sanitary fittings, electrical fittings, furniture etc. with full readiness of these flats. The respondents shall execute the Sale Deed of these flats within 45 days from 30.10.2025.

(II). Compensation:

The Respondents agree to pay compensation of ₹2,25,000/- each for Flat Nos. 308 and 309, totaling to ₹4,50,000/- which shall be adjusted against any monies due towards consideration for purchase of the said flats from the complainant.

(III). Free Maintenance:


02/01/26

The respondents shall provide free maintenance for flat Nos. 308 and 309 for a period of 36 months from the date of completion, including completion of common facilities/amenities like swimming pool, lifts, garden, parking etc.

(IV). **Parking:**

One dedicated parking shall be allotted by the Respondents which shall be exclusively reserved & used by the Complainant.


(V). **Defect Liability:**

The respondents shall be responsible for defect liability of the SAID FLATS for a period of 5 years from the date of Possession.

(VI). The Respondents shall share the name & contact details of all other flat owners of 'Areia De Goa, Phase-II' with the Complainant latest by 30.08.2025.


(VII). **Undertaking:**

The complainant undertakes not to initiate any future legal proceedings against the respondents in relation to flat Nos. 308 and 309, provided the terms herein are complied with by the Respondents as per agreed schedule/terms. Nothing contained hereinabove shall


02/01/26


prevail, if the same is contrary to the provisions of 'The Real Estate (Regulation and Development) Act', 2016 (RERA).

6. The scheme of The RE (R&D) Act, 2016 accords a definite primacy to agreement. Various functions and duties of the promoter and allottees including protections in favour of the allottees under the Act; have been specified with reference to execution and Registration of the Agreement for Sale. Further, any major modifications, changes or deviation qua the agreement particularly relating to alteration or additions in the sanctioned plans/ layout plans and specification of the buildings etc. and transfer of real estate projects to a third party etc; could only be effected with previous written consent of the allottees. Pertinently, the promoter though has been vested with the right to cancel the allotment under the provisions of Section 11(5) of the Act; the said right, however, can be exercised only in terms of agreement for sale and the allottee has a right to approach the Authority for relief against such cancellation if the same is not in accordance with the terms of agreement for sale or without sufficient cause or is unilateral. It is thus clear that not only material changes in the agreement but even the cancellation of the agreement could be effected based upon the consent of the parties. In above view of the matter, the issue raised


02/01/26


by the complainant in terms of the relief sought could always be settled in terms of mutually agreed "consent terms" particularly when these are agreed to voluntarily by the respective parties having due legal assistance.

7. It is observed that complainant besides seeking relief in terms of physical possession of the subject property with duly completed common amenities, interest on the amount paid for each month of delay and compensation; also alleged that the respondent had launched the project 'Areia De Goa Phase II' in December 2019 without registering the said project with Goa RERA and further also sold the units of the said project. The respondent on the other hand denied the same and stated that the building of the said project was completed much prior and its occupancy was also obtained. A perusal of the said occupancy certificate reveals that the said certificate was issued on 06.05.2019. It also refers to a completion order dated 14.02.2017 which obviously is prior to coming in force of Section 3 of the Act on 01.05.2017. It is further noted that the said occupancy certificate is granted in respect of various blocks and floor mostly in part and also refers to specific house numbers allotted to residential bungalows by


02/01/26


the Village Panchayat. However, agreement dated 23.01.2020 refers to various buildings of the project as A, B etc.

8. Pertinently, the complainant apart from averring that the project ought to have been registered under the Act with Goa RERA that too after five years of execution of the said agreement dated 23.01.2020; has not provided any documents or further information to support his contentions. Also, the complainant did not even pray for imposition of penalty upon the respondent on this count and limited the relief sought to the possession of the subject property and interest as well as compensation in respect of delay for the same. The respondent also apart from mere denial and submission of a copy of occupancy certificate dated 06.05.2019 which as noted above, rather than clarifying the issue confounds it further. It is further relevant to note that the issue pertaining to contravention of Section 3 of the Act is neither expressly covered under the consent terms including the clause related to 'Undertaking' whereby the complainant has undertaken not to initiate any future legal proceedings against the respondents in relation to flat nos. 308 and 309; nor the same being matter of regulatory compliance, could be subject of any valid consent terms and thus would require to be decided separately for which a detailed


02/01/26

report may be submitted by the technical section after examining the documents submitted by the complainant and further after seeking requisite clarification/ information along with relevant documents from the respondent within four weeks.

9. In view of the fact that parties have filed jointly signed 'Consent Terms', I am satisfied that the parties have voluntarily agreed to settled the matter amicably between themselves, thereby putting to an end to the dispute referred above and therefore, the application for consent terms filed by the parties stands disposed of as settled and the present proceedings relating to the online complaint filed vide complaint no. 3/RERA/Complaint (437)/2024 also stands closed subject to the observations noted at preceding para no. 8.


(Virendra Kumar, IAS Retd.) 02/01/26
Member, Goa RERA

Panaji, Goa.
Date: 02.01.2026