



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:3/RERA/Complaint (462)/2025/ *1705*

Date: *17*/12/2025

(BEFORE THE MEMBER SHRI VINCENT D'SILVA)

Marcelino Simplicio Rodrigues,

Age: 72 years,

H.No. 443, 6A, Pilimbi Vaddo,

Sodiem, Siolim, Goa, 403517.

.....Complainant

Versus

Prabhu Constructions,

Through its proprietor,

Venkatesh Narayan Prabhu Moni

Age: 56 years,

Villa No. G4, La Ocean Mist,

Near Amar Hotel,

Dona Paula, Goa, 403004.

.....Respondent

Ld. Advocate Shri Nigel J. Fernandes along with Stephanie Alvares
for the complainant.

Ld. Advocate Shri Tarun Rebello for the respondent.

ORDER

(Delivered on this 17th day of the month of December, 2025)

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This order shall dispose of the application for settlement as per the consent terms filed by the parties.

2. Briefly stated, the case of the complainant is as follows:-

That the complaint was filed against the respondent for not executing a deed of sale in favour of the complainant having a registered Agreement for Construction Cum Sale dated 02.06.2018 with respect to the unit bearing office no. 3-TF-9, having a built up area admeasuring 29.54 sq. mts. located on the Third floor of the building known as 'Prabhu Chambers' situated at Angod, Mapusa, Goa, and that there is no valid occupancy certificate in place to occupy the building and also compensation in terms of Section 18(3) of the Act by granting interest on the amount paid of ₹5,73,740/- from the stipulated date for handing over possession till obtaining occupancy certificate. The respondent filed a reply and thereafter the matter was fixed for settlement.

3. The parties have arrived at mutual settlement and accordingly filed the consent terms and prayed that the Authority may pass the consent decree as per the terms arrived between the parties, which are as follows:-

- 1) The parties agree that the Respondent shall pay to the Complainant, a total sum of ₹8,45,100/- (Rupees Eight-Lakh Forty-Five Thousand One Hundred only), in full and final settlement of the claim made by the Complainant in prayer clause (a), for compensation under Section 18 (3) of the Real Estate (Regulation and Development) Act, 2016 ("the RERA Act").
- 2) The Respondent shall pay the aforesaid amount of ₹8,45,100/- (Rupees Eight-Lakh Forty-Five Thousand One Hundred only) in 4 (four) equal consecutive monthly installments, of ₹2,11,275/- (Rupees Two Lakh Eleven Thousand Two Hundred and Seventy-Five only) each, commencing from March, 2026.
- 3) In compliance with the preceding paragraph, the Respondent herewith today hands over to the Complainant, 4 (four) number of post-dated crossed-cheques, made in favour of the Complainant, of which the Complainant hereby acknowledges receipt. The full particulars of the said cheques which are being handed over to the complainant are contained in Schedule A below.

<u>Schedule A</u>				
Sr. No.	Cheque No.	Cheque dated	Drawn on Bank	Amount
1.	000025	05/03/2026	HDFC	₹2,11,275/-
2.	000026	05/04/2026	HDFC	₹2,11,275/-
3.	000027	05/05/2026	HDFC	₹ 2,11,275/-
4.	000028	05/06/2026	HDFC	₹2,11,275/-

- 4) The Complainant shall deposit the aforesaid cheques contained in the Schedule above, only on or after the date on which each cheque is dated.
- 5) The parties agree that the compensation as set out above shall be treated as paid, only after each and every cheque contained in the Schedule above, is realised.
- 6) The Complainant agrees that he/she shall not claim any compensation under Section 71 of the RERA Act.
- 7) The parties acknowledge that in Writ Petition (F) No. 1208 of 2025 (and other connected Writ Petitions), the Hon. High Court of Bombay at Goa, has by Order dated 01-08-2025, accepted amicable terms of settlement, which include terms pertaining to defects in the building known as “Prabhu

Chambers” in Mapusa, i.e. the same building which forms the subject matter of the above-mentioned Complaint. In view of the settlement arrived at in the said Writ Petition (F) No. 1208 of 2025 (and other connected Writ Petitions), as has been reflected in the Order dated 01-08-2025 passed in the said Writ Petition, and in view of other orders passed in the said Writ Petition, the parties agree that prayer clause (c) of the above-mentioned Complaint has been worked out, and no further orders are necessary with regard to the said prayer. The Complainant therefore unconditionally agrees to not press for the said relief.

8) The parties also agree that the part occupancy certificate dated 29-05-2019 stands restored in light of Judgment dated 26-05-2025 passed by the Hon. Court of the District Judge-1, North Goa, at Mapusa, in Municipal Appeal No. 2/2025/ADM. The parties also agree that the Respondent has obtained NOC dated 29-04-2025 from the Directorate of Fire & Emergency Services. It is therefore agreed that prayer clauses (d) and (f) of the Complaint, also stand worked out, and no further orders are

necessary with regard to the said prayers. The Complainant therefore unconditionally agrees to not press for the said reliefs.

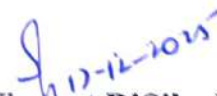
9) The Respondent hereby undertakes to execute the sale deed in favour of the Complainant, as per the registered Agreement for Construction cum Sale dated 02/06/2018, Registration No. BRZ-BK1-02600-2018 CD No. BRZD799, registered on 12/06/2018, within a period of 3 months from the date of filing these consent terms.

10) The Complainant agrees that the satisfaction/compliance of these Terms of Consent, shall constitute full and final settlement of all the claims raised, and reliefs sought, in the above-mentioned Complaint, and pertaining to the cause of action therein.

11) These Terms of Consent shall be enforceable in the manner prescribed by Sections 40 (1) and 40 (2) of the RERA Act, in addition to any other remedies that may be available to the Complainant in terms of law, including but not limited to remedies as are available under the Negotiable Instruments Act, 1881.

12) The parties have read and understood the contents of these Consent Terms, and have signed each page thereof. These Terms are signed by the parties voluntarily, without any coercion, and after having understood its contents. The parties agree to abide by the terms herein, in letter and spirit.”

4. I am satisfied that the parties have arrived at above terms of settlement filed by them to settle all the claims made, and reliefs sought in the above mentioned complaint and as such, the aforesaid consent terms are accepted, 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.


(Vincent D'Silva)
Member, Goa RERA

Panaji, Goa.

Date: 17.12.2025