



GOA REAL ESTATE REGULATORY AUTHORITY
101, 1st Floor, 'SPACES' Building, Plot No. 40, EDC Patto Plaza, Panaji 403 001Goa
www.rera.goa.gov.in

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

F.No:3/RERA/Complaint (489)/2025/ 1317

Date: 03/10/2025

(BEFORE THE CHAIRPERSON SHRI DHARMENDRA SHARMA)

Mohsin Ali Vakil

78 Vakil Housing Koramangala
Industrial Area, Jyothinivas College
Road, Karnataka-560095.

.....

Complainant

V/s

A. House of Abhinandan Lodha Pvt. Ltd.,

Having its office at 3rd floor, Lodha Exelus,
Apollo Mills Compound, N M Joshi
Mahalakshmi, Maharashtra-400011.

Represented through its Directors:

- 1. Sagar Dhaku Gawade,**
Resident of H-18/504,
Rustomjee Eveshine Global City,
Virar West, Vasai Virar Municipal Council,
Mumbai-401303
- 2. Rakesh Ramdas Gupta**
Resident of 2B-401, Om Shivai CHSL,
Gulmohar Cross Road, Devipada Road,
Borivali East, Mumbai-400066.

B. Errichter Infra Private Limited,

Having its office at 701 Unit,
7th Floor, 1 Aerocirty Building,
NIBR Compound, Mohili Village,
Sakinaka, Mumbai, Maharashtra-400072.

Represented through its Director,
Rakesh Ramdas Gupta,
Resident of 2B-401, Om Shivai CHSL,

Gulmohar Cross Road,
Devipada Road, Borivali East,
Mumbai-400066.

.....

Respondents

Ld. Advocate Barbara Andrade for the Complainant.
Shri Sunil Shukla Authorized representative of the Respondent
companies.

ORDER

(Delivered on this 3rd day of the month of October, 2025)

This is a complaint filed under Section 31 of the Real Estate
(Regulation and Development) Act, 2016.

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

The Complainant states that he has made a booking of two plots A-278 and A-279 in project "ONE GOA P1" and has paid an advance amount of Rs.15,17,896 to the promoter. The promoter issued an allotment letter to the complainant after receiving an advance payment. The progress of the project was getting delayed so the complainant requested the promoter to cancel the booking and refund the advance amount paid to the promoter. The promoter agreed to refund the advance amount in January 2025, but has failed in refunding the amount. It appeared to the Complainant that the builder has no intentions of refunding the advance amount and therefore the complainant filed the present complaint. The complainant has prayed for refund of advance amount by the Complainant to the promoter.

2. Notice dated 18/07/2025 was issued to the Complainant for appearance on 04/08/2025. On 04/08/2025 the Adv. Barbara Andrade remained present on behalf of the complainant and sought

time to file the requisite documents. Matter was again heard on 11/08/2025 and 20/08/2025. On 01/09/2025 Adv. Barbara Andrade remained present and filed notarized copy of complaint along with relevant supporting documents and also filed amendment application as there was a discrepancy between project name and project registration number. Application for amendment was granted and necessary corrections were done in the online complaint form by Technical Section. Notice dated 01/09/2025 was issued to the respondents for filing of their reply to the complaint. On 23/09/2025 this office received an email from the Errichter Infra Private Limited informing that the complainant has confirmed receipt of the refund amount and has requested withdrawal of the said complaint.

3. On 24/09/2025 Adv. Barbara Andrade remained present on behalf of the complainant and Shri Sunil Shukla, representative of the respondent companies remained present. Adv. Barbara Andrade filed a Memo dated 24/09/2025 informing the due amount Rs. 12,58,194/- has been paid to the complainant via RTGS on 23/09/2025 as full and final refund amount and with a request to dispose the matter as withdrawn. Attached with the memo was above mentioned email dated 23/09/2025, an unsigned letter from the complainant, payment advice dated 23/09/2025 and copy of Agreed terms of Mutual Understanding. Shri Sunil Shukla has also forwarded by email dated 30/09/2025 scanned copy of two letters both dated 24/9/2025 and issued by Shri Rakesh Gupta, Director of Respondent companies and giving Authority to Shri Sunil Shukla for execution of consent terms and settlement documents.



Accordingly Shri Sunil Shukla representative of respondents has endorsed no objection for withdrawal.

4. The Agreed terms of Mutual Understanding dated 22/09/2025 signed by the Complainant and Authorized Signatory of HOABL are as follows.

Agreed Terms Of Mutual Understanding

- I With reference to the complaint bearing complaint no. 3/RERA/Complainant (489)/2025/1152 filed by Mr Mohsin Ali Vakil against House of Abhinandan Lodha Pvt Ltd and Anr, before the Goa Real Estate Regulatory Authority ("RERA"), pursuant to our discussions on the matter, and without prejudice to the abovementioned complaint with RERA, you have agreed and accepted the following:
1. You have accepted the refund amount of Rs. 12,58,194/- as full and final settlement of all your claims, grievances, disputes in respect of the allotment of Unit No. A-278 & A-279 in the project OneGoa at Bicholim, Goa.
 2. You have accepted and confirmed the full and final refund amount mentioned in point no. 1 above, by way of RTGS to be made by the Respondent i.e The House of Abhinandan Lodha Pvt Ltd.
 3. You have agreed that, upon receipt and realization of the aforesaid payment to instruct your advocates in the matter to appear and inform the Hon'ble Authority on the scheduled date of hearing i.e. 24th September 2025, that all your claims are settled by the

Respondent to your complete satisfaction and therefore you are withdrawing the Complaint unconditionally.

II. The respondent has agreed to make the aforesaid payment of Rs 12,58,194/- before the scheduled date of hearing i.e 24th September, 2025.

III. Both parties agree that this note is being executed in good faith to record the mutual understanding between the parties and shall be placed before the Hon'ble Authority, if required.

In view of above, I pass the following:-

ORDER

The complaint is therefore disposed as withdrawn.



(Dharmendra Sharma)
Chairperson, Goa RERA

