



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:4/RERA/Adj. Matters (130)/2024/279

Date:19/02/2026

BEFORE THE ADJUDICATING OFFICER

Mr. Jewel Anthony Gonsalves,

H.No. 1/1, Deuli Vaddo, Arpora,

Bardez, Goa, 403516.

.....Applicant

Versus

M/s Expat Projects and Development Pvt. Ltd.,

A Private Limited Company

Incorporated under the Indian Companies Act,

Having its registered office at Carlton Towers,

A wing, 3rd floor, Unit No. 301-314, No. 1,

Airport Road, Bangalore -560008.

Represented by its Managing Director,

Mr. Santosh Shetty,

And having local address at A2-213, second floor,

Kadamba Plateau, Panelim Village, Tiswadi,

North Goa, Goa, 403402.

.....Respondent

Santosh

Ld. Advocate Shri Nikhil Dhumatkar representing the applicant along with the Applicant Mr. Jewel Gonsalves.

Ld. Advocate Shri Pritesh Shetty along with Representative Mrs. Malvina Franco representing the Respondent.

ORDER

(Delivered on this 19th day of the month of February, 2026)

The applicant filed the present application in Form 'B' against the respondent in the housing complex known as 'Expat Vida Uptown Row House Phase-1' situated at Paneli, Tiswadi, Goa, a row house bearing no. R-108, Survey number 13/1C, known as ANEXIO DE OITEIRO or GAUCHM XIR E FUXAL GALE.

2. The applicant submitted that the respondent has failed to deliver the possession of the row house to the complainant within the time stipulated as per the agreement to sell and therefore seeks compensation of Rs. 5,00,000/- towards mental and physical harassment caused to the applicant on account of the unprofessional and negligent acts and/or omissions of the respondent.

3. Respondent filed a reply at exhibit 188/c stating that the applicant has approached this Authority with unclean hands and the relief sought by the applicant cannot be granted as it is not within the purview and scope of Sections 12, 14, 18, and 19 read with Section 71 of the RERA Act. The respondent



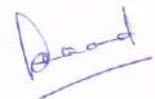
submitted that the Agreement for Sale was registered on 16.07.2019 which tentatively indicated that possession would be handed over by 31.12.2020. The said project was registered on 6th June 2018 with validity originally until 31st December 2021 however, the time period was extended until December 2023 due to prevailing covid situation from 2020 to 2021. The respondent further submitted that the Row house is now 100% completed and that the applicant is well aware of the fact.

4. The respondent submitted that the applicant is not entitled for mental agony and physical harassment as no documentation on the same is provided. The respondent further submitted that the application filed by the applicant is false and frivolous and is barred for being speculative, manipulative and seeking unjust enrichment and hence be dismissed with compensatory costs.

5. Both Parties filed their Affidavits-in-Evidence and written arguments which are on record. During the proceedings, the parties settled the matter amicably and voluntarily by duly signing the Consent Terms dated 19.02.2026 which is at Exh 392/c and is reproduced as under:-

CONSENT TERMS

1. “The Complainant and the Respondent have amicably resolved all disputes amongst themselves involving Row House No. R-108 in the housing



complex known as *Expat Vida Uptown Row House Phase 1*, situated at Panelim Village, Tiswadi, Goa (hereinafter referred to as the **SAID ROW HOUSE**) forming subject matter of the present proceedings and have arrived at a lawful agreement with the intention of compromising and adjusting the rival claims with the Respondent agreeing to pay compensation to the Complainant towards the non-delivery of the SAID ROW HOUSE and would therefore like to record the terms of consent as under.

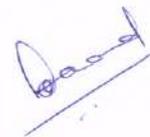
2. That in terms of the order dated 23rd August 2024, passed by RERA the authority, the Respondent was directed to refund an amount of Rs.85,41,911/- to the complainant within a period of 30 days from the date of order along with an interest @ 11.10% per annum.

3. That the Complainant has agreed to reduce his entire claim to which he is entitled under the above referred order and settle for an amount of Rs.1,67,50,000/- (Rupees One Crore Sixty-Seven Lakhs Fifty Thousand Only) as full and final settlement of all his claims.

4. The Respondent has already paid to the Complainant an amount Rs.1,50,00,000/- (Rupees One Crore Fifty Lakhs Only) in a manner detailed below, the receipt whereof is hereby duly admitted and acknowledged by the Complainant.

a. **Rs.40,00,000/- (Rupees Forty Lakhs Only)** paid through DD No.003596 dated 06-06-2025, TJSB Bank, Panaji branch;

b. **Rs.20,00,000/- (Rupees Twenty Lakhs Only)** paid through DD dated 20-08-2025, TJSB Bank, Panaji branch;



- c. **Rs.5,00,000/- (Rupees Five Lakhs Only)** paid through NEFT No.IBNEFT/TJSBH25315351840 dated 11-11-2025, TJSB Bank, Panaji branch;
- d. **Rs.5,00,000/- (Rupees Five Lakhs Only)** paid through NEFT No.IBNEFT/TJSBH25331799513 dated 27-11-2025, TJSB Bank, Panaji branch;
- e. **Rs.48,00,000/- (Rupees Forty-Eight Lakhs Only)** vide DD No.003891, dated 16-02-2026 drawn on TJSB Bank, Panaji branch;
- f. **Rs.7,00,000/- (Rupees Seven Lakhs Only)** vide DD No.003892, dated 17-02-2026 drawn on TJSB Bank, Panaji branch;
- g. **Rs.15,00,000/- (Rupees Fifteen Lakhs Only)** vide DD No.003893, dated 18-02-2026 drawn on TJSB Bank, Panaji branch;
- h. **Rs.10,00,000/- (Rupees Ten Lakhs Only)** vide DD No.003894, dated 18-02-2026 drawn on TJSB Bank, Panaji branch.

5. The Respondent further undertakes to pay the balance amount of **Rs.17,50,000/- (Rupees Seventeen Lakhs Fifty Thousand Only)** in part payment, by way of transfer to the Complainant's Account No:110000058164, Canara Bank, Arpora Branch, IFSC Code: CNRB0017224 as full and final settlement of all claims of the Complainant under the Agreement as follows:

- a. **Rs.5,00,000/- (Rupees Five Lakhs Only)** on or before 30th March 2026.
- b. **Rs.5,00,000/- (Rupees Five Lakhs Only)** on or before 30th April 2026.
- c. **Rs.7,50,000/- (Rupees Seven Lakhs Fifty Thousand Only)** on or before 30th May 2026.



6. It is hereby specifically agreed by and between the parties that the Respondent shall strictly comply with the payment scheduled and that in the event there is any delay in the payment of the amount as mentioned in paragraph 5 above, the Complainant shall be entitled to claim the entire amounts due and payable to him under the above referred order dated 23rd August 2024.

7. Upon receipt of the entire amounts as detailed hereinabove and further upon these consent terms being filed before the Adjudicating Officer, the Complainant shall immediately execute Deed of Cancellation of the Agreement to Sell dated 16th July 2019, whereupon the said Agreement to Sell shall stand cancelled, determined, and rescinded with immediate effect, and the Complainant shall thereafter have no right, title, claim, or interest in respect of the SAID ROW HOUSE under and by virtue of the hereinbefore recited Agreement to Sell dated 16th July 2019.

8. It is expressly understood by and between the parties that the execution and registration of the Deed of Cancellation of the Agreement to Sell dated 16th July 2019 shall however in no manner affect the proceeding bearing No.REV/REC/RERA/18/2024/5235 pending before the Mamlatdar of Tiswadi at Panaji, which the Complainant shall be entitled to pursue until the entire amount of Rs.1,67,50,000/- stands duly paid to the Complainant.

9. It is hereby expressly agreed by and between the parties that the Complainant shall be entitled to claim all such rights as may be available to him under the Law with respect to the above mentioned recovery proceeding bearing No. REV/REC/RERA/18/2024/5235 pending before the Mamlatdar of Tiswadi at Panaji in order to enforce his recovery of all balance amounts



that may remain due and pending under the RERA order as well as under these consent terms.

10. That upon executing the **Deed of Cancellation of Agreement to Sell dated 16th July 2019**, the Complainant shall grant, release, discharge, and reassure the SAID ROW HOUSE unto and to the Respondent freed and discharged from the charge, security, or claim created thereon under and by virtue of the said Agreement to Sell.

11. The Complainant confirms that he has not done any act, deed or thing whereby he is prevented or hindered from cancelling the said Agreement of Sale and reassuring the SAID ROW HOUSE in the manner aforesaid.

12. The Respondent shall be free to deal with and dispose of the SAID ROW HOUSE or any part thereof in any manner to any person or persons as it may deem fit and proper at its sole discretion without any further recourse and reference to the Complainant and enter into any fresh agreement, sell, dispose, alienate, or otherwise deal in any manner with the SAID ROW HOUSE.

13. It is further expressly agreed and understood by and amongst the parties that upon the execution of these consent terms, neither party shall be required to further execute and register any further documents to derive absolute right, title and interest in the SAID ROW HOUSE.

14. Notwithstanding what has been stated in the above clause, in the event due to any unforeseen circumstances any party is required to execute any document for the purpose of giving effect to these consent terms in letter and



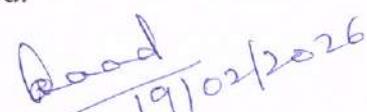
spirit, such party shall immediately comply with the request of the party requiring any such document to be executed.

15. The parties to these proceedings therefore state and submit that having lawfully arrived at an agreement and compromise, an award be passed in terms of the aforesaid compromise.”

6. I have perused the records and the above Consent Terms which has been filed by respective parties, and I am satisfied that the Consent Terms have been filed voluntarily and the matter settled amicably. As such, I pass the following:-

ORDER

In view of the Consent Terms above at exhibit 392/c, and duly signed by the Applicant and the Representative of the Respondent, I am satisfied that the parties have settled the matter voluntarily and amicably and the Consent Terms filed by the parties are accepted and the application filed by the applicant stands disposed off as per the aforesaid Consent Terms. Proceedings closed.


(Sayonara Telles-Laad)
Adjudicating Officer,
Goa RERA