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 (142)/2026/ 1621 Date: 30/10/2026

BEFORE THE ADJUDICATING OFFICER

1. Leena Shamba Karekar

   W/O Shamba Gajanan Karekar

   Resident of H.No. 560

   Karekar House, Behind PWD

   Fatorda, Margao-Goa, 403602.

2. Mr. Shamba Gajanan Karekar

   S/O. Gajanan Shamba Karekar

   Resident of H.No. 560,

   Karekar House, Behind PWD,

   Fatorda, Margao-Goa, 403402. **.....Applicants**

Versus

M/S. Expat Projects and Development

Private Limited

Private Limited Company

Office No. A2-213, 2nd Floor

Landmark-Hotel Ronald, Panelim Village,

Kadamba Plateau, Goa- 403402. .....**Respondent**

Ld. Advocate Shri R D'souza representing the Applicants.
Authorized Representative Mrs Malvina Franco representing the Respondent.

ORDER

(Delivered on this 30th day of the month of October, 2026)

The Applicants filed the present application in Form B seeking Compensation as follows:-

i. That the Respondent be directed to pay the Applicant compensation towards travel expenses amounting to Rs. 20,000/- for the frequent visits to the Respondent Office and for follow ups.

ii. That the Respondent be directed to pay the Applicant/Claimant an amount of Rs.10,00,000/-(Rupees Ten Lakhs only) towards loss of rent/license fees.

iii. That the Respondent be directed to pay the Applicant/Claimant an amount of Rs. 35,00,000/- towards loss of current market value in the vicinity;

iv. That the Respondent be directed to pay the Applicant/Claimant an amount of Rs.64,650/- towards payment of Stamp Duty,

Registration fees and processing fees incurred by the Applicant for execution and registration of the said agreement;

v. That the Respondent be directed to pay the Applicant/Claimant an amount of Rs. 20000/-(Rupees Twenty Thousand Only) towards charges paid to the lawyer for drafting, execution and registration of the Agreement for Sale;

vi. That the Respondent be directed to pay the Applicant/Claimant an amount of Rs.1,00,000/- (Rupees One lakh only) towards payment of court fees and advocate fees for filing and conducting the complaint against the Respondent;

vii. That the Respondent be directed to pay the Applicant/Claimant an amount of Rs.1,00,000/-(Rupees One Lakh Only) towards mental, emotional and physical agony and harassment.

2. The Applicants submit that claim is not pending before any Court of law or any other Authority or any other Tribunal.

3. Briefly to state the case of the Complainant is that the Applicants booked Flat No B30-102in a residential project VIDA Phase 2 for a total consideration of Rs. 21,90,000/- and paid a substantial amount of Rs 18,70,000/- at the time of booking.

4. That Agreement for Sale was executed on 21/12/2017 wherein possession was promised on or before June 2021. That entire consideration was paid. However, that the Respondent has failed to complete the project and hand over possession. Hence this present application came to be filed.

5. The Respondent has filed the Written Statement stating as under :

A. That, referral claim can be limited on Rs. 5,00,000/- (Rupees five lakhs) for compensation and now the claim put forth is beyond the scope.

B. Complainant is an Investor, not an Allottee under RERA Act. That the present complaint is not maintainable under the provisions of the Real Estate (Regulation and Development) Act, 2016, as the Complainant is not an "allottee" within the meaning of Section 2(d) of the RERA Act. Further that the Complainant had invested in the project in the year 2016 with the intention either to resell the unit or use it for rental income, in line with the "Investor Policy" floated at that time. That, the nature and objective of such an investment is purely

commercial/speculative and falls outside the scope of consumer protection envisaged under the RERA Act.

C. Agreement Executed Only to Secure Investment. That, the Agreement for Sale dated 21.12.2017 was executed only to record the investment arrangement and not for the purpose of claiming allottee rights under the RERA Act.

D. That the complainant has come to Court with unclean hands.

E. The relief sought cannot be granted as it is not in purview of the scope of section 12, 14, 18, 19 r/w 71 of the RERA Act.

F. That the one-time lump sum payment made by the Complainant was a business transaction pursuant to the investor scheme and not under the standard payment plan meant for genuine homebuyers.

G. Clause 10(c) Bars Reliefs Claimed under RERA Clause 10(c) of the Agreement for Sale clearly stipulates that in the event of termination of the agreement, the Complainant would be entitled only to a refund of the amount paid after deduction of 5% towards administrative charges.

Therefore, the present complaint, which seeks reliefs contrary to the terms of contract, is not maintainable.

H. That, the payment structure under the Agreement dated 21.12.2017 is in contravention of the RERA norms and guidelines. The transaction was not in accordance with the prescribed construction-linked plan or escrow mechanisms mandated under RERA, and hence falls outside the statutory regime.

I. That no Prior Notice of Cancellation/Termination Issued before approaching this Hon'ble Authority, the Complainant was legally bound to issue a formal notice of cancellation or termination of the Agreement dated 21.12.2017. No such pre- litigation notice was served, rendering the proceedings premature and liable to be dismissed on this ground alone.

J. That, proceedings cannot be maintained only against the legal entity without impleading its key office bearers or partners/directors, particularly where personal knowledge and actions are relevant to adjudication.

K. That, the present complaint is barred by limitation under Section 31 of the RERA Act read with general principles of the Limitation Act, 1963. The cause of action, if any, arose in 2017 and the complaint filed thereafter is clearly time-barred.

6. 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 Complainants and the Opponent have mutually agreed to compromise the above Complaint on the following terms and conditions and, accordingly, pray that the Complaint be disposed of in terms of the present Consent Terms:

1. After mutual discussions between the parties, the Complainants have agreed to accept a total sum of Rs.42,40,000/- (Rupees Forty-Two Lakhs Forty Thousand Only) from the Opponent in full and final settlement of all their claims against the Opponent, including all amounts payable under the Order dated 02/02/2026 passed by

the Goa RERA Authority (hereinafter referred to as "the said Order").

2. Under the said Order, the Opponent was directed to pay to the Complainants:

a) Principal amount of Rs.18,70,000/- (Rupees Eighteen Lakhs Seventy Thousand Only) together with interest thereon at the rate of 10.8% per annum from 24th June 2016; and

b) Additional amount of Rs. 88,700/- (Rupees Eighty-Eight Thousand Seven Hundred Only) together with interest thereon at the rate of 10.8% per annum from 15th January 2018.

The parties have agreed that all amounts payable under the said Order, including the principal amounts and interest thereon, together with a sum of Rs.40,000/- (Rupees Forty Thousand Only) towards the complaint filing fee and miscellaneous charges, stand quantified and compromised at the said sum of Rs.42,40,000/-, and no further interest shall accrue or be payable on any amount under the said Order.

3. The Opponent shall pay the said settlement amount of Rs.42,40,000/- in 7 (seven) monthly installments from September

2026 to March 2027, namely seven installments of Rs.6,00,000/- (Rupees Six Lakhs Only) each for the months of September 2026 to March 2027, each installment from October 2026 onwards shall be paid on or before the 20th day of the respective month, by bank transfer (RTGS/NEFT) in favour of the Complainants. The last installment of 640000/- will be paid by DD at the time of cancellation.

4. The Opponent has, as on the date of execution of these Consent Terms, paid a sum of Rs.6,00,000/- (Rupees Six Lakhs Only) to the Complainants towards the installment payable for the month of September 2026.

   The Complainants hereby admit, acknowledge and confirm receipt of the said amount of Rs.6,00,000/- and agree that the same shall be duly adjusted towards the total settlement amount of Rs.42,40,000/, leaving a balance of Rs.36,40,000/- (Rupees Thirty-Six Lakhs Forty Thousand Only) payable in terms of Clause 3 above.

5. If the Opponent fails to pay any installment within 7 (seven) days of its due date, the Opponent shall pay interest on the delayed installment at the rate prescribed under Rule 18 of the Goa Real

Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on Website) Rules, 2017, being the State Bank of India highest Marginal Cost of Lending Rate plus 2% per annum, from the due date till the date of payment. No delay shall be attributed to the Opponent where payment is held up by any act or omission of the Complainants.

6. If any installment remains unpaid for 30 (thirty) days after written notice from the Complainants, or the total sum of Rs. 42,40,000/- (Rupees Forty-Two Lakhs Forty Thousand Only) is not paid by 20th March 2027, the Opponent shall pay simple interest @ 12% per annum on the unpaid balance only, from the date of default till payment, in place of the charge under Clause 5. The Complainants may then also seek revival of the recovery proceedings before the Mamlatdar of Tiswadi for such unpaid balance and interest, after giving credit for all amounts already paid.

7. In view of the settlement recorded herein, the Complainants shall, within 7 (seven) days of execution of these Consent Terms, inform the Mamlatdar of Tiswadi in writing of this settlement and request

that the recovery proceedings initiated against the Opponent pursuant to the said Order be kept in abeyance. The Complainants shall not proceed with or seek enforcement of the said recovery proceedings so long as the installments are paid in terms of Clause 3 above.

8. Upon receipt by the Complainants of the entire agreed settlement amount of Rs.42,40,000/-(Rupees Forty-Two Lakhs Forty Thousand Only), the Agreement to Sell dated 21/12/2017, registered under Registration No. PNJ-BK1-03151-2017, stored in CD No. PNJD61, in respect of Flat No. B30-102, VIDA Phase 2, shall stand cancelled and rescinded, and neither party shall have any further rights or obligations thereunder, subject to execution and registration of the Deed of Cancellation as provided herein.

9. Upon receipt of the entire settlement amount of Rs. 42,40,000/- (Rupees Forty-Two Lakhs Forty Thousand Only), the Complainants shall execute the necessary Deed of Cancellation of the Agreement to Sell dated 21/12/2017 and shall cooperate in having the same duly registered before the Sub-Registrar of

Tiswadi at Panaji, Goa, thereby formally cancelling and rescinding the said Agreement to Sell.

10. Upon receipt of the entire settlement amount of Rs.42,40,000/- (Rupees Forty-Two Lakhs Forty Thousand Only), and completion of the registration of the Deed of Cancellation, the Complainants shall submit the necessary compliance/satisfaction report before the Goa RERA Authority and the Mamlatdar of Tiswadi, confirming that the amounts payable under the said Order have been received and that the said Order has been fully complied with and satisfied.

11. The Complainants shall fully cooperate with the Opponent and shall remain present before the concerned authority/Sub-Registrar, as and when required, for the execution, admission and registration of the Deed of Cancellation and for completion of all consequential formalities.

12. Both parties state and confirm that they are executing the present Consent Terms voluntarily, out of their own free will and consent, without any coercion, undue influence,

misrepresentation, fraud or pressure from the other party or any third party.

13. Upon receipt by the Complainants of the entire agreed settlement amount of Rs.42,40,000/-(Rupees Forty-Two Lakhs Forty Thousand Only), together with completion of the cancellation formalities contemplated herein, the Complainants confirm that all claims, demands and amounts arising out of or in connection with the subject matter of the above Complaint, the said Order, the said Agreement to Sell and the said Flat shall stand fully and finally settled.

The Complainants shall thereafter have no further claim, demand or entitlement of any nature whatsoever against the Opponent in respect of the subject matter of the Complaint, the said Order, the said Agreement to Sell, the said Flat or the project, and shall not initiate or pursue any further proceedings in respect thereof.

14.That it is agreed between the complainants and the Respondents that if there is any default on the part of the Respondents to pay the entire amount within a period of 7 installments as stated herein, than the Complainant shall be entitled to seek

compensation and reopen the present proceedings for adjudication of the compensation amount.

15. That the complainants and the Respondents herein agree that the parties are entitled to execution or specific performance of the present consent terms.

16. In view of the settlement recorded herein, the parties jointly request the Learned Adjudicating Officer, Goa Real Estate Regulatory Authority, to take the present Consent Terms on record and dispose of the Complaint in terms thereof, subject to compliance with the payment and cancellation obligations recorded herein.

7. 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 475 /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.

Laad
30/10/2026.

(Sayonara Telles Laad)
Adjudicating Officer,
Goa RERA