



GOA REAL ESTATE REGULATORY AUTHORITY

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FNNo: 3/RERA/Complaint(541)/2026/1270

Date: 26/08/2026

Raymond Bernard Pinto

H. No. 402, Amit Bloomfield,
Off Pune Bangalore Highway,
Ambegoan BK, Part (N.V.),
Pune, Maharashtra-411046.

.....Complainant

V/s

V. K. Realtors

A partnership firm

Represented through

Mr. Kunal Kuwadekar

A-1601, Rushi Towers,
Lokhandwala Complex,
Andheri (West) Mumbai,
Maharashtra-400053.

.....Respondent

Ld. Adv. Prashant Agarwal for the Complainant.

Ld. Adv. Pradosh Dangui for the Respondent.

ORDER

(Delivered on this 26th day of the month of August , 2026)

Case of the Complainant

1. An online Complaint was filed on 10/01/2026 by the above named complainant against the above respondent with respect to Apartment No. 202, Block D, Second Floor, Green Acres Goa, located in Located at Survey No.110/0, Green Acres, Codal, Karapur, Bicholim, Goa. The complainant

alleged that, the builder informed the complainant that once 20% of the total apartment cost was paid, they would execute and register an Agreement for Sale. The complainant made a total payment of ₹. 7,93,752/-. In spite of several reminders for execution of the Agreement for sale and for draft copy of the agreement for sale, there was no response and only an Allotment Letter dated 23/04/2023 was issued.

2. The complainant was under the impression that construction was ongoing and that possession would be given by 08/04/2024 as promised. However in Feb–March 2024, the complainant received a telephonic communication that possession was delayed due to "unforeseen circumstances. Further the complainant also found no progress and that construction was not close to completion.
3. The complainant no longer intends to purchase the flat, has lost trust and believes that promoter never intended to complete the project and misappropriated the complainant's money.
4. The Complainant issued a written letter dated 17/01/2025 to the Respondent, expressly communicating the Complainant's decision to cancel the transaction in respect of Flat No. D-202, Green Acres Goa, and requesting the Respondent to refund the sum of ₹7,93,752/- with interest.
5. The Respondent, vide email dated 10/02/2025, unequivocally admitted its liability to refund to the sum of

₹7,93,752/- and assured that the said refund would be made within a period of 90 days, i.e., on or before 20/04/2025. However, the Respondent has failed and neglected to refund ₹7,93,752/- .

6. The Respondent's failure to refund the consideration amount has caused the Complainant financial hardship and prejudice, including disruption to the Complainant's plans to purchase an alternative property. Also due to blockage of funds with promoter, complainant is unable to avail bank loan for alternate property.
7. The Complainant further states that the Respondent has retained the Complainant's money for about three years without refund, amounting to wrongful withholding and misappropriation, causing the Complainant mental pain and agony and entitling the Complainant to interest as per Sec 18 of the Act, on ₹7,93,752/- from 02/06/2022 (i.e first date of payment of consideration) till realization, as well as compensation for loss and harassment suffered.
8. Given the delay far beyond the committed timeline, the Complainant seeks to withdraw from the project and claim refund of ₹. 7,93,752 along with interest as well as compensation under Section 18 of the Act.
9. The date of project completion as mentioned in Registration certificate granted by Goa RERA is 08/04/2024; however, project completion certificate and occupancy certificate is

not obtained and promoter has failed to seek for extension of Project completion date as per the provisions of the Act.

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Reliefs Sought

- a) To Direct respondents to refund Consideration amount of ₹. 7,93,752/- along with interest from 02/06/2022 till date of realization of refund amount under Sec 18 of the Act.
- b) To direct Respondent Promoters to pay to complainant, Compensation of ₹. 5 Lakhs under Sec 18 of the Act for mental agony suffered by complainant for non-refund of consideration and barring complainant from purchasing alternative apartment for accommodation.
- c) To direct Promoter to pay to complainant Compensation of ₹. 5 Lakhs for non-submission of Quarterly Progress report on Goa RERA Webpage and depriving complainant from knowing on factual progress of project construction.
- d) To direct Respondent Promoters to pay to complainant, Compensation of ₹. 1 Lakhs under Sec 18 of the Act for legal costs incurred in filing complainant.
- e) Penalty be levied on Promoter for non-submission of Quarterly Progress report on the Project Webpage of GOA RERA website.
- f) Penalty be levied on promoter for non -extension of project completion date and marketing the project.

11. A notice dated 28/01/2026 was issued for appearance of complainants. The complainant filed the requisite documents. A notice dated 17/02/2026 was issued to the respondent.

12. The Respondent filed his reply in the form of an Affidavit in Reply dated 07/04/2026 and submitted that, the Complaint is bad and not maintainable for non-joinder of necessary party (Sunil Hitech Engineers Ltd) who is a co-promoter and must be impleaded. That the present complaint is premature and not maintainable the project is ongoing, construction is at 85% completion, and all licences are valid and subsisting. At the outset, this Preliminary Objection goes to the very root of the Complaint's maintainability, and the Respondent submits that the Complaint is premised entirely on false factual foundations and therefore cannot be maintained before this Authority.

13. The Complainant filed a Rejoinder dated 22/06/2026 and stated that the principal amount paid by the Complainant and cannot be construed as a full and final settlement of the present dispute. That since the Respondent accepted the cancellation of the allotment and was obligated to refund the amount within the stipulated period. That despite such acceptance, the Respondent failed to refund the amount for a prolonged period and retained the Complainant's money unauthorisedly from 18 January 2025 until 16 June 2026, a period of approximately 17 months, thereby depriving the Complainant of the use and benefit of his own funds thereby causing financial hardship, inconvenience, mental stress and harassment.

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14. During the course of proceeding both the parties submitted that they are exploring settlement and wish to withdraw the complaint .On 09/07/2026 the Respondent filed a resolution of the partners for full and final settlement.

15. On 14/08/2026, both the parties filed Memo on behalf of both parties submitting that, Consent Terms arrived at between the Complainant and the Respondent have been duly signed and executed by the parties on this 05/08/2026. That prior to execution of the Consent Terms, the Respondent had already paid to the Complainant the principal sum of Rs. 7,93,752/- by way of RTGS transfer dated 16/06/2026, pursuant to the Resolution of the Partners of the Respondent dated 06/04/2026 the said payment having been recorded vide Affidavit of Deposit dated 16/06/2026.

16. That in terms of Clause 4 of the Consent Terms, and in addition to principal sum of Rs. 7,93,752/- already paid earlier as stated in paragraph above, the Respondent has paid to the Complainant the Balance Amount Rs. 3,06,248/- by way of RTGS transfer dated 07.08.2026, thereby completing Payment of the total Settlement Amount of Rs. 11,00,000/- contemplated under the Consent Terms. That the Complainant has acknowledged receipt of the said payment. Both parties prayed that consent terms be taken on record.

17. Further an email was sent to both parties asking them to confirm if the consent terms dated 05/08/2026 are not abhorrent/ violative of the Real Estate (Regulation and Development) Act, 2016. In response an email confirmation has been received from V.K Realtors (Respondent) on 19/08/2026 and from the Adv Prashant Agarwal for Complainant on 24/08/2026 confirming that consent terms filed do not violate any provisions of the RERA Act, 2016, and with a request to dispose the Complaint as withdrawn since the Complainant has confirmed receiving the payment based on consent terms.

18. Having said so, I pass the following:

ORDER

The Consent Terms dated 05/08/2026 are taken on record and Complaint No. 3/RERA/Complaint (541)/2026/268 is disposed off as withdrawn in terms of consent terms.



**Dharmendra Sharma, IAS(Retd)
Chairperson, Goa RERA**