



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:4/RERA/Adj. Matters (146)/2026/1408 Date: 21/09/2026

BEFORE THE ADJUDICATING OFFICER

Mr. Shane Francisco Dias

Resident of House No. 531/2,

Ribeiro Vaddo, near Sydney Pinto Rosario Hospital,

Socorro, Porvorim, Bardez,

North Goa, Goa. 403501

.....Applicant

Versus

M/s Infinity Developers Pvt. Ltd,

Through its Directors/Authorised persons

Mr. Rahul Ramesh Shah, Authorised person

Mr. Ramesh Sumermal Shah, Project Member (Board Member)

Having address at

A-203, peninsula Corporate Park,

Ganpatrao Kadam Marg, Lower Parel,

Mumbai – 400013

.....Respondent

Ld. Advocate Miss. Sanjana Kakodkar representing the applicant.

Ld. Advocate Shri. Akshay Hosmani representing the respondent.

The Complainant/Applicant has filed the present application in Form B seeking for compensation as follows:

That, the Complainant/Applicant is entitled to damages and compensation from the Respondent to the tune of Rs.9,00,000(Rupees Nine Lakh only) for delay in completion of the Complainant's Apartment from 01/01/2023 till 30/06/2025 with interest @18% per annum of the said amount and an amount Rs. 30,000/- per month for delay in completion of the Complainant's apartment from 01/07/2025 till refund of the Complainant's amount along with interest @18% per annum of the said amount.

2. The Complainant/Applicant states that the Complainant is entitled to damages and compensation of Rs. 10,00,000/- with interest @18% per annum of the said amount towards loss in opportunities, mental stress and torture that are a direct result of the conduct and the manner the Respondent has dealt with the matter.

3. The Complainant/Applicant states that the cause of action for the present proceedings arose on 15/06/2025, when the complainant issued legal notice to the Respondent and fresh cause of action on



09/02/2026 on receiving liberty by the GOA RERA and the cause of action is recurring in nature, thus the said complaint is within the period of limitation.

4. The Respondent has filed the reply stating that the Respondent above-named, through its authorized director and signatory, Mr. Rahul Ramesh Shah, most respectfully submits this detailed Reply to the Form "B" application filed by the Complainant/Applicant for claiming for compensation under Section 12,14,18 and 19 read with Section 71 of the Real Estate (Regulation and Development) Act, 2016. The Respondent denies each and every allegation, contentions, insinuations and claims raised by the Complainant/Applicant in the application under reply, nothing shall be deemed to accept for the want of specific transverse unless specifically and expressly admitted herein below.

5. The Respondent raises the preliminary objections to the complaint filed by the Complainant/Applicant on the Maintainability of the Complaint, No subsisting Agreement for Sale, Bar by limitation Act, Res- judicata and Estoppel, Exorbitant and Extortionate Interest Rates, Double Jeopardy and Overlapping Claims, Vague, Speculative and Unsubstantiated Claim for tortuous Damages:

6. The Respondent most respectfully prays that this Adjudicating Officer may be pleased to:

- a) Dismiss the Complainant's Form "B" application for compensation and delay damages in its entirety, with exemplary costs imposed upon the Complainant for filing a frivolous, exaggerated, and predatory suit;
- b) Hold and Declare that in the absolute absence of a registered Agreement for Sale, no structural delay damages under Section 18 can be legally computed, sustained, or awarded;
- c) Reject the demand for a punitive 18% interest rate, restricting any interest evaluation strictly to the standardized SBI MCLR + 2% formula prescribed under the Goa RERA Rules;
- d) Strike down the speculative claim of ₹10,00,000/- for mental stress and loss of opportunities due to a total lack of financial proof or documentation) Pass any such other and further orders as this Hon'ble Authority may deem fit, just, and proper under the circumstances of the case.

7. During the initial proceedings, both 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 Complainant Respondent above-named respectfully submit that during the pendency of the present proceedings before this Hon'ble Authority, as well as the execution/recovery proceedings bearing No. MAM/BAR/REC/GOA- RERA/06/2026/2998 before the Ld. Mamlatdar and Executive Magistrate of Bardez, Mapusa, Goa, the parties have, mutually discussed, negotiated, and arrived at an amicable, full, and final settlement of all their disputes, claims, and grievances arising out of the subject matter and that they are desirous of recording the detailed terms and conditions of the said settlement as under:

I. BRIEF FACTS OF THE CASE

1. The Complainant had booked a 1BHK residential unit bearing Apartment No. 202, admeasuring 73 sq. meters super built-up area on the 2nd Floor of 'G' Wing, along with Stilt Car Parking Space No. 7A, in the Respondent's project known as "CO-EXIST PHASE-II", situated at Alto Torda, Porvorim, Bardez, Goa, bearing Goa RERA Registration No. PRGO08190805.

2. Pursuant to the booking the Complainant paid a total principal consideration amount of ₹24,72,814/- (Rupees Twenty-Four Lakhs Seventy-Two Thousand Eight Hundred Fourteen Only) to the Respondent between the years 2016 and 2020.

3. Owing to delays in completion and possession of the unit, the Complainant instituted complaint proceedings before the Hon'ble Goa Real Estate Regulatory Authority, wherein the Hon'ble Authority vide Order dated 09/02/2026 directed the refund of the principal sum of Rs. 23,22,814/- along with interest @ 10.80%.

4. Subsequently, recovery proceedings were initiated before the Mamlatdar of Bardez, and simultaneously the Complainant instituted the present application before the Hon'ble Adjudicating Officer claiming statutory compensation, mental agony damages, and interest.

II. SETTLEMENT AMOUNT AND PAYMENT SCHEDULE:

To settle all outstanding claims, interest, compensation, legal expenses, and achieve a permanent resolution, both parties have voluntarily agreed to settle the entire subject matter for a total agreed lump sum amount of ₹26,00,000/- (Rupees Twenty-Six Lakhs Only), which includes full refund of principal, statutory interest, and all



claims of compensation. The agreed settlement amount of ₹26,00,000/- (Rupees Twenty-Six Lakhs Only) shall be paid by the Respondent to the Complainant strictly in accordance with the following payment sequence:

1. **First Installment**: The Respondent has already paid an amount of ₹10,00,000/- (Rupees Ten Lakhs Only) to the Complainant by way of Demand Draft bearing number '864211' dated 01/07/2026, receipt of which is hereby acknowledged by the Complainant.

2. **Second Installment**: The Respondent has handed over a second Demand Draft bearing number '864212' amounting to ₹5,00,000/- (Rupees Five Lakhs Only) dated 18/07/2026 to the Complainant, on 29/07/2026 before the Hon'ble Authority copy whereof is annexed hereto as Annexure-A, the receipt of which is hereby acknowledged and confirmed by the Complainant.

3. **Third Installment**: The Respondent has paid to the Complainant a sum of ₹5,00,000/- (Rupees Five Lakhs Only) on 09th September 2026 before the Hon'ble Authority via Demand Draft bearing number '864224' dated 06/08/2026 the receipt of which is hereby acknowledged and confirmed by the Complainant.

4. **Fourth Installment** - The Respondent handed over to the Complainant a sum of ₹6,00,000/- (Rupees Six Lakhs Only) on 21st September 2026 before the Hon'ble Authority via Demand Draft bearing number '864244' dated 17/09/2026 the receipt of which is hereby acknowledged and confirmed by the Complainant on which day these consent terms are executed before this Authority.

III. WITHDRAWAL OF CASES AND DISCHARGE OF RIGHTS:

In view of the aforesaid settlement:

1. The Complainant unconditionally agrees, undertakes, and covenants that upon realization of the full settlement amount of ₹26,00,000/- (Rupees Twenty-Six Lakhs Only) including compensation and signing of these consent terms, he shall forthwith withdraw/acquiesce to settle the present complaint bearing Case No. 4/RERA/Adj.Matters (146)/2026/907, and any other connected complaint, suit, appeal, or proceeding initiated against the Respondent or its Directors/Officers before any court, tribunal, police station, or regulatory authority.

2. The Complainant explicitly declares and agrees that since the Complainant has realized the full settlement amount of ₹26,00,000/-



(Rupees Twenty-Six Lakhs Only) including compensation, he shall be left with no right, title, interest, lien, claim, or demand of any nature whatsoever in respect of Apartment No. 202, Stilt Car Parking Space No. 7A, or any part or portion of the project "CO-EXIST PHASE-II" at Alto Torda, Porvorim, Goa.

3. The Complainant unconditionally agrees, executes, and submits the formal Cancellation Letter / Cancellation Deed in favor of the Respondent to officially cancel and annul the booking, allotment letter, invoices, and any prior understanding/agreements concerning the subject unit

4. The Complainant shall not file, institute, or prosecute any case, complaint, civil suit, criminal complaint, consumer grievance, or legal action whatsoever on the same subject matter or transaction henceforth before any judicial, quasi-judicial, administrative, police, or revenue authority.

IV. GENERAL AND MUTUAL CONDITIONS:

Both parties jointly affirm and declare that:

1. These Consent Terms have been drawn up and executed voluntarily, out of their own free will and volition, without any

coercion, undue influence, fraud, misrepresentation, or duress from any side.

2. Both parties confirm that they have read, understood, and agreed to all clauses contained in these Consent Terms in the presence of their legal counsel.

3. Each party shall bear their own respective costs of litigation incurred throughout all proceedings up to the date of this settlement.

4. Both parties pray that this Hon'ble Authority may be pleased to accept these Consent Terms on record, dispose of the present matter, and pass an order/decree strictly in terms hereof, in the interest of justice.

IN WITNESS WHEREOF, the complainant and the authorized representative of the Respondent have set their respective hands to these Consent Terms on this 21st day of September 2026 at Panaji, Goa.

8. 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 236/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.


21/09/2026.
(Sayonara Telles Laad)
Adjudicating Officer,
Goa RERA