



GOA REAL ESTATE REGULATORY AUTHORITY

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F.No:3/RERA/Complaint (478)/2025/ **853**

Date: **09/07/2025**

1.Mr. Samrat Kapoor

Flat 505, 5th floor, Raheja Classique,
Building No. 4, Mumbai City,
Maharashtra-400053

2.Mrs. Anuradha Vinay Kapoor,

Flat 505, 5th floor, Raheja Classique,
Building No. 4, Mumbai City,
Maharashtra-400053

..... **Complainants**

V/s

Rio Luxury Homes Pvt. Ltd.

Represented through its Director and
Authorized Signatory Mr. Niyaz Ramanali Somani
Aldeia Serenia, Block C,
Bounta Vaddo, Assagao,
Goa-403507

..... **Respondent**

Ld. Adv. Parag Rao for the Complainants.

Ld Adv A. Salgaonkar for the Respondent

ORDER

(Delivered on this 09th day of the month of July, 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 complainants is as follows:-

- 1.a) That a proposal Letter was received from Rio Luxury Homes Pvt. Ltd on 12/08/2021 to Mr. Samrat Kapoor and Mrs. Anuradha Vinay Kapoor for a consideration of Rs. 4,00,00,000/-(Rupeece Four Crore Only) in respect of Villa No.4 which is being constructed by Repondent in property known as "CHAO" or "Moll" or "Molloi" bearing survey No.6/3 of Village Panelim, admeasuring 12,950 sq mt under the name and style of "Rio Estado" along with undivided proportionate share in the said property.
- b) That the respondent vide this Offer/Proposal Letter (dated 12/08/2021) had indicated date of possession on 01/08/2023.
- c) Relying on the above the Complainant paid an advance sum of Rs. 1,58,40,000/-(Rupees One Crore Fifty eight Lakh Forty Thousand Only).
- d) The respondent registered the project only on 17/06/2022 under RERA registration No. PRGO06221651.
- e) That the Complainant and the Respondent entered into an Agreement for Construction cum Sale on 15/12/2023. As per the Agreement the date for completion was stipulated as 30/08/2024.
- f) As on date the Complainant has paid a total sum of Rs.3,08,00,000/-(Rupees Three crore eight lakh only) to the Respondent.
- g) It is stated that vide various emails shared, the date of possession and the schedule of payment were postponed and delayed (through mutual understanding) several times between the parties. The dates of such postpornments are 01/11/2023, 01/03/2024, 01/08/2024, 05/12/2024 & 25/07/2025.

2) As the above facts suggest, the matter was proceeding between the two parties through mutual consent and agreement, which came to a disruption with the complainant filing the complaint dated 19/04/2025 with Goa Real Estate Regulatory Authority, broadly stating that the disruption was caused by:

- a) Demand of Rs. 80,00,000/- by the Respondent for work of commencement of flooring, window glazing and polishing.
- b) Thereafter the complainant No. 1 received the lawyer's notice dated 03/04/2025 which was received by complainant on 07/04/2025 demanding installment of Rs. 80,00,000/-.
- c) That respondent threatened the complainant by sending three reminder and stating if interest and amount is not paid agreement shall be terminated.
- d) Immediately on receiving third reminder payment of Rs.80,00,000/-were released which was paid on 12/03/2025. That complainant had responded to the notice vide a reply dated 17/04/2025.
- e) That the Complainant has also paid an installment of Rs.11,88,000/-and interest thereon for a delay of 454 day.
- f) Further the complainant had paid amount of Rs.12,00,000/-to respondent for registration of said agreement, however due to goof up from respondent the same was not registered.
- g) The complainant paid another additional sum of Rs.12,00,000/-at the time of execution of agreements and it was decided that amount would be adjusted against demand of Rs.40,00,000/-.
- h) That both parties agreed upon that, complainant would pay Rs.12,00,000/-(Rupee Twelve Lakhs only) only after getting refund from office of sub registrar.

3. Thereafter the Complainants filed an online complaint dated 19/04/2025 and the following allegations were made.

- a) That the respondent was required to register the project under the Real Estate (Regulation and Development) Act, 2016. However the respondent did not register the same prior to advertisement, marketing, offering villa for sale in the said property..
- b) That the respondent in terms of section 13 RERA Act could not have demanded and collected an amount of Rs. 40,00,000/-(Rupees Forty Lakh Only) ie 10% of cost (Rs.4,00,00,000/) of said Villa prior to execution of said agreement and further payment could have been demanded and unjustly collected only post execution of agreement. The complainant have paid total Rs.1,58,40,000/ (Rupee One Crore Fifty-Eighty Lakh Forty Thousand Only) (ie Rs.1,18,40,000/- over and above Rs.40,00,000/-in gross breach of section 13 RERA Act). Therefore respondent has resorted to unfair practice, false and fraudulent representation.
- c) That the respondent before obtaining even the basic development permission and construction license has not only marketed the said project based on proposal letter dated 12/08/2021, but had also demanded and collected R.1,18,40,000/-(Rupees One Crore Eighteen Lakh Forty Thousand Only) prior to execution of formal agreement dated 15/12/2023.
- d) That the respondent demanded payment from complainant for different stage of work by intimating that work for a particular stage had already commenced. Factually the payment were collected much in advance from the commencement of work.

That the complainant made payment vide email dated 04/12/2023 & 03/03/2025 for respective stages and even after the payment was made work commenced months thereafter.

- e) That after demanding and collecting money for particular stage of work, photographs of another Villa No.5 was shared with complainant.
- f) That apart from this same set of video were used by Respondent vide video dated 31/05/2024, 30/06/2024 for the update of 31/05/2024 and 30/06/2024.
- g) That in August 2024 the respondent demanded Rs.80,00,000/- (Rupees Eighty Lakh only) for work of commencement of flooring, in window glazing and polishing, However from on site inspection on 03/03/2025 it was evident that the said work had not commenced even after several month. That considering the delay, complainant initially offered to pay 50% of Rs.80,00,000/-and 50% on commencement of actual work. However the request was rejected. That the complainant paid Rs.80,00,000/-and the same was communicated to Respondent vide email dated 12/03/2025.
- h) That on 26/08/2024 the respondent submitted status work report to Authority stating they are progressing with the electrical and plumbing work. The payment for plumbing and electrical was done in December 2023. That at this stage prior to the commencement of roof and commencement of flooring, polishing and window glazing which is a stage post completion of roof.
- i) That in all probability the respondent has not transferred even the percent (70%) of the amount in designated account and has withdrawn the sum without complying with obligation



under section 4 of the RERA Act, without certification from an engineer, an architect, and a chartered accountant.

- j) That in terms of Proposal letter dated 12/08/2021, date of handing over possession of said villa was 01/08/2023, however the said villa is still not completed and latest date for completion is 25/07/2025. Therefore there is a delay of 21 month hence, respondent liable to pay interest of 18% per annum, as per the rate of interest provided in agreement for each month of delay till actual handing over of possession. And therefore be directed to complete the villa and handover possession on or before 25/07/2025.
- k) That respondent be liable for breach of section 3 of RERA Act and liable to penalty of ten percent (10%) of estimate cost under section 59 RERA Act.
- l) That respondent liable for breach of section 4 RERA Act and liable to pay penalty of 5% estimated cost under section 60 of RERA.
- m) That respondent failed to comply to Section 11 RERA Act and therefore is liable with penalty of 5% of estimated cost under section 60 RERA Act.
- n) That the respondent have resorted to unfair practice and irregularities and false and misleading representation and fraudulent practice, by demanding and collecting various amount exceeding (10%) of cost of project in violation of section 13 RERA Act. The respondent collected money inspite of being aware that work had not commenced on the project site. The respondent had shared photograph of another villa while demanding and collecting installment in respect of

said villa. The respondent relied upon the same while showing of progress of work.

- o) That complainants had till date made a payment of R.3,08,00,000/-(Rupee Three crore eight lakh only) and payment has been done in advance commencement of work. The complainants are filing to make remaining installment as per completion of work.
- p) That complainants do not wish to withdraw from the project and want possession at the earliest.
- q) The complainants are entitled for interest on amount of Rs.1,18,40,000/ from 01/12/2021 to 15/12/2023 in addition to interest on Rs.3,08,00,000/-from 01/08/2023 up to date of handing of villa.

4. The complainants have sought following reliefs:

Main reliefs:-

- A) To direct the Respondent to handover Villa No 4 in the project "Rio Estado" at village Paliem, North Goa on or before 25/07/2025.
- B) To restrain the respondent from terminating the Agreement for Construction cum Sale dated 15/12/2023.
- C) To direct the respondent to pay interest to complainant at the rate of 18% per annum of the Rs.3,08,00,000/-from 01/08/2023 upto handover of the said villa for each month delay beyond 01/08/2023.
- D) To direct the respondent to pay interest to complainants at the rate of 18% per annum of the Rs.1,18,40,000/-from 01.12.2021 to 15/12/2023.

- E) To impose penalty of ten percent (10%) of the estimated cost of said project for breach of Section 59 RERA Act.
- F) To impose penalty of Five percent (5%) of the estimated cost of said project for breach of Section 60 RERA Act.
- G) To impose penalty of five percent (5%) of the estimated cost of said project for breach of section 11 RERA Act.

5. Interim Relief sought:-

- (a) "To restrain the Respondent from terminating the agreement for construction cum Sale dated 15/12/2023.

6. The Authority issued a Notice dated 09/05/2025 to the complainant for appearance on 27/05/2025. However at the request of the Complainants advocate matter was preponed to 15/05/2025 vide notice dated 13/05/2025. On 15/05/2025 the Complainant's counsel Adv Parag Rao remained present filed the necessary documents and partly argued the matter for granting interim relief of restraining the Respondent from terminating the agreement. Arguments were heard and notice was issued to the respondent for appearance on 10/06/2025 directing the respondent not to proceed further in the matter of the " Agreement". He also indicated that the complainant is hopeful of reaching an amicable settlement with the Respondent and requested for a direction to restrain the Respondent from terminating the agreement for construction cum Sale dated 15/12/2023. Matter was again heard on 10/06/2025, 17/06/2025, 27/06/2025 on all three hearings the advocate for the Respondent

did not file any reply and further volunteered not to terminate the Agreement for Construction cum Sale dated 15/12/2023.

7. That both the parties along with their respective Ld. Advocates, voluntarily and amicably settled the matter amongst themselves and on 27/06/2025 filed a signed "Consent Terms" which are reproduced as under:-

"CONSENT TERMS"

1. *The respondent hereby withdraws the Notice dated 3rd April, 2025, in relation to Villa No. 4 (hereinafter referred to as **said villa**) the project "Rio Estado", situated at Village Paliem, Uccassaim, North Goa issued to the complainant by the advocate of the Respondent forthwith for all legal purposes and intents, as if the said notice was never issued to the complainant.*
2. *The Respondent consequently withdraws all the claims made therein such as for payment of installments and/or payment of interest and allegations of defaults, save and except what is agreed to be paid in terms of these Consent Terms.*
3. *The respondent confirms receipt of total sum of Rs.3,23,40,000/- (Rupees Three Crores Twenty-Three Lakhs Forty Thousand only) inclusive of GST, from the complainant till date towards the consideration payable in respect of the Said Villa.*

4. *The Respondent admits, accepts and acknowledges that the total balance amount due and payable by the complainants is (i)Rs. 84,00,000/- (Rupees Eighty Four Lakhs only) inclusive of GST which will be paid as per the commencement of different stages of work in respect of the said villa, as set out hereunder.
(ii) Rs. 12,00,000/- Plus GST (Rupees Twelve lakhs plus GST) which will be paid as mentioned in clause no. 6.*
5. *The parties agree that the balance amount of Rs.84,00,000/- (Rupees Eighty-Four Lakhs only) is payable in the following manner:*
 - a. *On commencement of painting = Rs. 42,00,000/- inclusive of GST.*
 - b. *On commencement of common area development = Rs.21,00,000/- inclusive of GST.*
 - c. *On possession of unit = Rs.21,00,000/- inclusive of GST.*
6. *The Complainant also shall pay a sum of Rs.12,00,000/- Plus GST (Rupees Twelve Lakhs plus GST) which was received on 3rd Feb, 2025, by the Complainant from the Government Treasury as a refund from the Sub-Registrar, within a period of 1 week from the date of filing of the consent terms.*
7. *The parties agree that further payments of the balance consideration of Rs. 84,00,000/-*

(Rupees Eighty-Four lakhs only) shall henceforth be done only once the work in respect of the particular stage, to which the installment pertains actually commences at site and upon the respondent simultaneously sharing photograph and/or video graph of the actual commencement of the work relating to the particular stage, in respect of which the instalment is due and payable by the Complainant.

- 8. The complainant has no objection and hereby gives his consent for extension for completion of the project as applied for by the respondent before this Hon'ble Authority.*
- 9. The respondent assures and promises the Complainant that from the date of receipt of extension of period for completion of the project from this Hon'ble Authority, the respondent shall complete the whole project known as "Rio Estado" and the said villa and handover peaceful and vacant possession of the said villa to the complainant, on or before 1st December, 2025, subject to the complainant adhering to the schedule of payment set out in paragraph no.5 above. In the event despite extension being granted by this Hon'ble Authority and the complainant adhering to the schedule of payment, if the whole project is not completed*



and peaceful possession of the said villa is not handed over to the complainant on or before 1st December, 2025, the respondent shall pay damages as per Clauses 4(a) and 4(d)(i) in the Agreement for Construction Cum Sale dated 15/12/2023.

10. The parties hereby agree and declare that they have no claims/demands against each other, save and except what is stated herein and in terms of the obligation/rights set out in Agreement for Construction Cum Sale dated 15.12.2023 read with these consent terms.

11. The parties declare that the parties have entered into these consent terms out of their own volition without pressure, coercion, or force from any quarter whatsoever.

12. The parties accordingly pray that Case no.3/RERA/ Complaint(428)2025/607 be disposed off in terms of these consent terms".

ORDER

8. The facts of the case reflect a rather unusual situation where both the builder and the complainant were outside the RERA framework when the transaction was initiated on 12.08.2021. On being questioned that why the complainant choose to invest such a large sum of money without due



diligence, the plea of not being aware of RERA was raised. It was argued that the “buyer beware” does not apply to such a transaction. That, the statutory duty to register under RERA, solely vests on the builder.

9. This does not explain as to why complaint was not raised from 13.08.2021-2025 and specifically in 15.12.2023 when a formal agreement was registered and, the project itself was registered under RERA on 17.06.2022. Thus, a residual concern of collusive conduct for pecuniary gain in the manner of “early bird incentive” etc cannot be entirely ruled out. Nevertheless, as much as the narrative of the complainant has not been formally challenged/ contradicted by the respondent, despite being on notice, the complainant’s version holds the ground.
10. The sequence of event leading upto the mutual consent and request for withdrawal of the complaint itself can be seen as a continuation and conclusion, by a way of modifications, of the terms of agreement dated 15.12.2023. It appears that the complainants have used the fact of the complaint, as a pivot, to achieve a satisfactory outcome. The RERA framework attaches great sanctity to the agreement which has to be adhered to, by both sides. Both sides have rights and so also remedies, if conditions are violated. Viewed thus, the case for withdrawal of complaint based on a mutual and voluntary agreement is made out.
11. The residual issue is whether this application of withdrawal can encompass the terms of this voluntary agreement in its entirety.
12. This cannot be so as, the alleged defaults by the Rio Luxury

Homes Pvt. Ltd survive. Thus, violation of Section 3 RERA Act as made out in the unchallenged /uncontested allegation of the complainant, as captured in para 3(a) of this order, needs to and will be addressed, accordingly, by this Authority, including the statutory consequences of such default as mentioned at Para 4 (E) (F) and (G). The terms of agreement & fact of withdrawal of the complaint, best, eclipses the potential relief which the complainant could have agitated as mentioned in para 4 (B), (C) and (D) above.

13. Further, in as much as the terms of the agreement, with respect to timelines of final delivery, are outside the currently available timeline for project completion, the request of the complainant to pass the order of withdrawal in terms of the agreement in its entirety, does not muster approval.

14. Subject to observation at Para 12 and 13, the request for withdrawal of the complaint is approved.



Dharmendra Sharma, IAS(Retd)
Chairperson, Goa RERA