



GOA REAL ESTATE REGULATORY AUTHORITY

101, 1st Floor, 'SPACES' Building, Plot No. 40, EDC Patto Plaza, Panaji 403 001 Goa
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F.No:4/RERA/Adj. Matters (6)/2021/860

Date:10/07/2025

BEFORE THE ADJUDICATING OFFICER

1. Mr. Vilas Soma Goltekar, alias

Vilas Soma Naik Golttekar, age 51 years, married,
Indian National, Advocate,

2. Mrs. Sushma Vilas Naik Goltekar,

(amended vide order dated 10.07.2025)
Resident of H.No. 896, Vanskar Wada,
Shirgal, Dhargal, Pernem, Goa, 403513.

.....Applicants

Versus

1. Mr. Uday Ghanshyam Naik,

Proprietor of M/s G. N. Construction,
son of late Shri Ghanshyam Niloba Naik,
age 52 years, married, businessmen,
Having its office at 12-G,
Nirmal Nagar CHS Ltd.
Mira Road (East), Thane-401107.

2. Mr. Krishna Ganapayya Balgi,

Alias Vijay Balgi, Son of late Shri Ganapayya Balgi,

[Handwritten signature]

Age 50 years, married, service,
Resident of B/1, 604, New Ashok Nagar,
Bapu Pranjape Marg, Near Vazira Naka,
Borivali (W) Mumbai, 400092.

.....Respondents

Applicants 1 and 2 present in person.

Ld. Advocate Shri Vallabh D. Pangam representing the respondents.

ORDER

(Delivered on this the 10th day of the month of July, 2025)

The applicants filed the Complaint which is at Exhibit 396/c and notice was issued to the Applicant No. 1 herein. The applicant No. 2 was subsequently added vide Order dated 10/07/2025 on Exhibit 392/c.

2. It is the contentions of the applicants that he along with his wife had by an agreement for sale dated 22.05.2017, registered before the Sub-Registrar of Bardez at Mapusa, Goa under no. BRZ-BK1-02163-2017, CD NO. BRZD787 dated 29/05/2017, agreed to purchase and financed a flat bearing flat no. 101, located on the first floor of the building project under construction named and styled as "G. N. MEADOWS II", admeasuring an area of 96.99 sq. mts., situated in the property under chalta no. 20 of P. T. Sheet no. 99 of city survey Mapusa, bardez, Goa.



3. Further that, before the execution of the agreement for sale, the respondent no.1 through his power of attorney Shri Krishna Ganapayya Balgi, alias Vijay Balgi, had represented to the applicants that only 10% of the total work of the building constructions is outstanding and that the same shall be completed within a time span of one year and that the possession of the flat no. 101 would be handed over to the applicant before April 2018.

4. The applicants further stated that there is a lot if outstanding work left to be completed such as plumbing work, Electrical wiring, electrical fittings, left installation, power backup Generator, paintings, grills, windows frames, doors, shutters, railings, landscaping, laying of pavers/tiles, gates, compound wall, false ceilings, bathroom fittings, kitchen fittings, bathroom wash basins, commode etc., however, despite commitments made by the respondents, they have failed to deliver on its word in completing the same in time and deliver on promises.

5. The applicants further stated that there was no sign of any improvement in the work undertaken by the respondents which could be seen on the site and the respondent no. 2 only gives assurances and false promises that their team of workers will come from Mumbai will all the materials and would complete the same within time and again date was given for handing over possession to be on October 2019.



6. The applicants further stated that they had noticed that the work of construction of the flat specially the entrance of flat no. 101 is not as per the approved plans, as the contractor had blocked the entrance by building a wall in front of the entrance door leaving a sharp edge corner which is posing danger to the people especially children entering the said flat, the said fact was intimated to the respondent no.2 and also to Engineer Mr. Prakash at the time of the same being constructed and again repeatedly which was agreed by the respondent no. 2 to remove the said wall however did not materialize and was arbitrarily completed the same and plastered it which is not acceptable to the applicants.

7. The applicants submitted further that the project 'G.N. Meadows II' commenced on 31.01.2015 and was registered before the Goa Real Estate Regulatory Authority on 17.09.2018 and the project end date was declared by the respondents to be 31.12.2019, however the project is neither ready and complete in time as declared by the respondents to RERA nor did give any intimation of the project registration to any of the unit purchaser in accordance with the provisions of RERA and hence the respondents have violated the provisions of RERA Act and played a fraud on customers and cheated the applicant with ulterior motives of unjust enrichment at our cost. That the respondents have committed a terminable default of the terms of the agreement dated 22.05.2017 and the provisions of Goa RERA Act.

8. The applicants thus seek compensation as under:-



- a) That the respondent no.1 is liable to pay the amount of Rs. 1,42,100/- (Rupees One Lakh Forty Two Thousand One Hundred only) towards the stamp duty paid by the applicant on the agreement for sale along with interest at the rate of 10% p.a.
- b) That the respondent no. 1 is liable to pay compensation and damages towards transport charges, litigation charges and for loss of income on account of the litigation commencing from 21.04.2021 till the disposal of the case on 16.05.2024 amounting to Rs. 3,00,000/- (Rupees Three Lakhs only).
- c) That the respondent no. 1 is further liable to pay an amount of Rs. 10,00,000/- (Rupees Ten Lakhs only) towards failure of the promoter to complete the project in time and to hand over the possession in terms of the agreement for sale and on the date declared to this authority.
- d) That the respondent no. 1 is also liable to pay the compensation of Rs. 3,00,000/- (Rupees Three Lakhs only) for mental torture, agony and unreasonable delay in completion of the flat/ and damages.
- e) That the respondent no. 1 is also liable to pay compensation towards alterations in the approved plans and designs and also towards the defective structure/ entry of the flat and the structure amounting to Rs. 2,00,000/- (Rupees Two Lakhs only)



9. The respondent in his reply at exhibit 332/c has stated that the instant complaint filed by the applicant is vague, inconsistent and contradictory and has been filed with an ulterior motive and malafide intention. The respondent stated further that the compensation towards stamp duty cannot be granted as the Ld. Authority has rejected and therefore what is not granted by the Ld. Authority cannot be claimed by the applicant before the Ld. Adjudicating officer.

10. The respondent further stated that there is no document on record to substantiate the compensation towards transport charges, litigation charges and for loss of income as well as mental torture and alteration in plans. The respondent has further stated that the Ld. Authority vide its order dated 16.05.2024 has already granted refund with interest for violations towards delay in handing over possession as per Section 18 of the RERA Act and that the applicant is trying to extract unjustified monetary gains from the respondent under the guise of compensation which is unfair and may be rejected. The respondent has denied all the contents, allegations, contentions and claims made out in the complaint by the applicant.

11. Ld. Advocate for applicants has filed his Affidavit-in -Evidence. During the proceedings, both the parties along with Ld. Advocate for the respondents, appeared before this Authority and voluntarily and amicably settled the matter amongst themselves by filing duly signed Content Terms which are reproduced as under:-



CONSENT TERMS

“The consent terms mutually derived by and between the two parties viz. Shri Uday Ghanshyam Naik, Proprietor of M/s G. N. Construction through his Constitute Attorney Shri Krishna Ganpayya Balgi, (hereinafter referred to as the “promoter” for the sake of brevity) and Mr. Vilas Soma Goltekar alias NaikGoltekar and Mrs. Sushma Vilas Soma Goltekar alias Naik Goltekar (hereinafter referred to as the “allottees” for the sake of brevity) settle the above matter are as follows:

- 1) In compliance of the order dated 16.05.2024 the promoter and allottees have mutually agreed to settle the matter by way of transfer of the said flat in favour of the allottees, over and above the amount aggregating to Rs. 24,00,000/- refunded by the promoter to the allottees, on the following terms and conditions as hereunder:
 - a. That the promoter shall transfer/convey the flat no. 101 in favour of the allottees duly completed in all respects as per the terms of the agreement within a period of 3 months from the date of filling of this Consent terms.
 - b. That the allottees shall bear all the costs such as Stamp Duty, Registration, Advocate’s fees and such other costs towards the conveyance and transfer of the said flat by way of Execution and Registration of the Deed of sale in favour of the Allottees.



c. That the allottees shall contribute towards the one-time maintenance, share money and society formation charges as payable by all the allottees of the project, prior to taking the possession of the flat/ apartment.

d. That the allottees agree and acknowledge to have received an amount of Rs. 24,00,000/- (Rupees Twenty-Four Lakh only) from the promoter as detailed below, being amount refunded towards the compliance of the order dated 16.05.2024;

Sr. No.	Date	Amount (Rs.)	UTR No.	Bank	Branch
1	07.09.2022	7,00,000/-	PUNBR520220907161512 64	Punjab National Bank	Mira Road
2	08.11.2022	5,00,000/-	PUNBR520221109181414 67		
3	04.12.2023	12,00,000/-	PUNBR250231204118476 58		
	Total	24,00,000/-			

e. Save and except what is stated in para 'b' and 'c' above, the allottees are not liable to pay any other amount to the promoter. The parties hereto agree and accept that they shall not raise any further claim against each other, including any money from each other with respect to the said flat no. 101 and therefore,

discharges the promoter and allottees of all liabilities and charges leveled against each other.

f. The promoter and allottees declare that in view of the above mutual terms of settlement arrived by and between the parties the above proceedings and the order dated 16.05.2024 passed by the Hon'ble Chairperson of RERA authority is satisfied and therefore the proceedings be disposed off.

g. In the event if the parties hereto fail to comply with the above consent terms within the specified time frame, then both the parties shall be entitled to enforce these consent terms.

In view of the mutual settlement arrived at between the parties this Hon'ble Court/ Authority be pleased to pass the consent decree as per the terms mentioned above.”

12. 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. As such, I pass the following:-

ORDER

In view of the consent terms above at exhibit 391/C, and duly signed by the parties along with the Ld. Advocate of the Respondent, 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 filed by the applicant stands disposed off as per the aforesaid Consent Terms.
Proceedings closed.

Laad
10/07/2025

(Sayonara Telles-Laad)
Adjudicating Officer,
Goa RERA