



GOA REAL ESTATE REGULATORY AUTHORITY

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FNo: 3/RERA/Complaint(535)/2025/ **673**

Date: **28**/04/2026

Mrs. Coneicao Pereira alias Conceicao Alex Lobo

Both residing at L-3, Ekta Nagar,

Housing Board Colony,

Mapusa, Goa-403507

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Complainant

V/s

Master Builders & Developers

Represented by its Partners:-

1. Mr. Sandip Naik

2. Mr. Evarest Redemptor Diniz

Registered office at Bela Vista Apartment,

2nd Floor, near David & Company,

Margao, Salcete, Goa-403601

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Respondent(s)

Ld. Adv. Divya Parab for the Complainant.

Mr. Sandip Naik and Mr. Evarest Redemptor Diniz Partners of Master Builders & Developers for the Respondent.

ORDER

(Delivered on this 24th day of the month of April, 2026)

Case of the Complainant

An online Complaint was filed on 10/12/2025, it was observed that a single complaint was filed by two unit holders ie 1) Mrs. Coneicao Pereira alias Conceicao Alex Lobo along (Complainant No. 1) with respect to Flat No. F-4 along with 2) Ms. Genevieve Pereira (Complainant No. 2) with respect to Flat No. F-3 having executed two different separate



Agreements for Sale. A notice dated 12/01/2026 was issued for appearance of complainants. During the preceding the Complainant filed an application to delete Complainant No. 2. and confined this complaint to Complainant No. 1 with respect to Flat No. F-4. The brief facts and allegations of the complaint are as follows :-

- 1) The Complainant entered into an Agreements for Sale with the Respondent (a Partnership firm engaged in the business of building and selling apartments) for the purchase of a residential flats in the Respondent's real estate project of the building 'Master Glory', situated at Ambajim Margao Salcete-Goa.
- 2) Agreement dated 09/11/2021 was executed between Complainant No. 1 and the Respondent, for **Flat No. F-4**, (hereinafter referred to as the **said Flat**), comprising a Carpet Area of 68.61 square metres and a Super Built-up Area of 151.55 square metres, inclusive of an open terrace admeasuring 11.9 square metres, for a total consideration of ₹68,19,750/- (Rupees Sixty-Eight Lakhs Nineteen Thousand Seven Hundred and Fifty only).
- 3) The Complainant states that with respect to the **said Flat**, the Complainant has paid the following amounts to the Respondent:
 - A. ₹8,75,000/- (Rupees Eight Lakhs Seventy-Five Thousand only) on 05/11/2021 as the Booking Amount,
 - B. ₹5,85,250/- (Rupees Five Lakhs Eighty-Five Thousand Two Hundred and Fifty only) on 06/12/2021,
 - C. ₹3,00,000/- (Rupees Three Lakhs only) on 26/05/2022,
 - D. ₹40,21,788/- (Rupees Forty Lakhs Twenty-Four Thousand Seven Hundred and Eighty-Eight only) on 20/10/2022,

E. ₹6,81,975/- (Rupees Six Lakhs Eighty-One Thousand Nine Hundred and Seventy-Five only) on 09/06/2023.

4) The said amounts are paid through (i) Federal Bank, (ii) Union Bank of India and (iii) State Bank of India, and are duly received by the Respondent.

5) That the husband of Complainant issued 2 blank cheques bearing numbers 51002774 and 51002775, drawn on Federal Bank-Mapusa Branch, dated 19/07/2021, for an amount of ₹1,00,000/- (Rupees One Lakh only) in favour of the Respondent, towards part payment with respect to the **said Flat**. The said amount was subsequently withdrawn by the Respondent in the name of one Vinay Gaonkar, who was a witness to the **said Agreement** and is personally known to the Respondent.

6) The total amount paid is ₹65,64,013/- (Rupees Sixty-Five Lakh Sixty Four Thousand Thirteen only), out of ₹68,19,750/- (Rupees Sixty-Eight Lakhs Nineteen Thousand Seven Hundred and Fifty only) of the agreed Sale price, leaving a balance of ₹2,55,737/- (Rupees Two Lakhs and Fifty Five Thousand Seven Hundred and Thirty-Seven only) under the **said Agreement**.

7) The Complainant has also paid ₹14,750/- (Rupees Fourteen Thousand Seven Hundred and Fifty only) and ₹2,89,839/- (Rupees Two Lakhs and Eighty-Nine Thousand Eight Hundred and Thirty-Nine only) towards TDS payment dated 02/12/2021 and GST Payments dated 09/12/2022 respectively against **said Flat**.

8) However, the Respondent orally demanded an additional amount of ₹20,01,169/- (Rupees Twenty Lakhs One Thousand One Hundred and Sixty-Nine only), for the **said Flat**. It is stated that

the said amount demanded by the Respondent was clearly far in excess to the agreed consideration and without any contractual basis.

- 9) It is stated that the said amounts demanded by the Respondent for the **said Flat** is clearly far in excess to the agreed consideration and without any contractual basis. The said amounts are totally baseless, arbitrary and unjustified.
- 10) The Complainant, through their Advocate, addressed a legal notice dated 22/04/2025 to the Respondent, objecting to the said excessive and unsubstantiated demands, which are in direct contravention of the terms and conditions of the **Said Agreement**. However, without prejudice and not accepting the said demand, the Complainant sought detailed breakup of the said additional amount demanded by the Respondent.
- 11) The Respondent, vide reply dated 09/06/2025, denied having demanded any excess amount and contended that the only the amounts due under the **Said Agreement** were demanded.
- 12) The Complainant denies the contention in the said reply dated 09/06/2025 that only the amounts under **Said Agreement** were demanded and it is vehemently denied that no extra amount was demanded by the Respondent.
- 13) The Complainant was ever ready to pay the balance unpaid amount under the **Said Agreement** and the Respondent was duly informed of the same. However, the Respondent refused to accept the said actual balance amounts due, but clubbed it with said excessive and unsubstantiated demands, stating that Respondent will only accept the said consolidated amount including the excessive amount.



- 14) That inspite of the Complainant offering to pay the actual amount due, the Respondent mechanically sent reminder letters to the Complainant demanding payments for utilities along with payments for some additional works done in the **said Flat**.
- 15) During one of the meetings, the Respondent handed over to the Complainant, statements containing said additional works carried out by Respondent along with the utilities in the said Flats
- 16) It is stated that the Complainant had not asked for any extra works for their said flats. However, notwithstanding the fact that some additional works for the said flats were carried out by the Respondent, although without the Complainant's prior consent, the Complainant is willing to compensate for some additional works carried out in **the said flats** as per the items listed in the Tables mentioned below;
- 17) The statements sent by Respondent are reproduced hereinafter:

FOR FLAT NO. 4

Table A

Quantities for extra work done in Flat No. F-4

Measurement Sheet

Item No.	Description	No.	L	B	D	Qty
1	Extra area in Flat no. F-4	1				9.11 sq. mt.
2	Kitchen Platform	1	1.97			1.97 r.f.t
3	Kitchen Sink	1				1 nos.
4	Kitchen Electric points					2 nos.
a)	15 Amps plug point	2				1 nos.
b)	Light point	1				3 nos.
c)	Total AC points in F-4	3				
5	Tiling in Toilet	3	7.6		0.44	10.03 sq.

		(walls)					mt.
6		Open Terrace Pillar	5	0.22	0.22	2.48	.60 m ³
7		Extra Door					
	a)	Frame	1				1 nos.
	b)	Door	1				1 nos.

Table B

Abstract Sheet

Item No.	Description	Unit	Qty	Rate	Amount
1	Extra area in Flat no. F-4	Sq. mt.	9.11	58,000	5,28,380
2	Kitchen Platform (Granite)	R.f.t.	1.97	3,500	6,895
3	Kitchen Sink	No.	1	1,500	1,500
4	a) 15 Amps plug point	No.	2	2,500	5,000
	b) Light point	No.	1	1,500	1,500
	c) Total AC points in F-4	No.	3	2,500	7,500
5	Toilet wall tiling	m2	10.03	1,200	12,036
6	Open Terrace Pillar	m3	0.6	15,000	9,000
7	Extra Door				
	a) Frame	No.	1	3,500	3,500
	b) Door	No.	1	12,000	12,000
Total					5,87,311

Table C

Final Amount to be Paid Towards Flat No. F-4 before Executing Sale Deed

With reference to the above subject, the details of amount are as follows:

Item No.	Description	Unit	Amount
1.	Society Maintenance (1000 x 36 months)	Rs.	36,000.00
2.	Infrastructure Tax (Rs. 250 x 151.55 sq. m)	Rs.	37,880.00

3.	House tax	Rs.	1,369.00
4.	Parking tax	Rs.	25.00
5.	Transformer Installation charges	Rs.	50,000.00
6.	Security deposit (flat electricity connection)	Rs.	3,474.00
7.	GST balance	Rs.	51,153.00
8.	Last Instalment	Rs.	3,40,987.00
9.	Cost of Extra work if any	Rs.	5,87,311.00
	Total	Rs.	11,08,199.00
10.	Old Balance	Rs.	8,92,970.00
	Total	Rs.	20,01,169.00

- 18) It is stated that in the abovementioned statements of accounts at Tables A, B, and C provided by the Respondent, certain works have been carried out, while others are inaccurately charged or include additional costs not agreed upon by the Complainant.
- 19) That for **the said Flat**, the Complainant was willing to pay for Item Nos. 2, 3, 4, 6, 7, 8, and 10 in Table No. C, but disputes Item Nos. 1, 5 and 9 in Table No. C.
- 20) That, since no written breakup was given for the payments for utilities and payment for so called extra works, the Complainant was unable to effect the payment for the works which were actually due.
- 21) Being lay person, in good faith, the Complainant verbally informed the Respondent about the said payment which she was ready to make and did not write any separate letter.
- 22) Further in the said reply dated 09/06/2025, the Respondent stated that they have invoked Clause 11 of the **Said Agreement**, which permits termination of the **Said Agreement** upon default in payment, after due notice and contended that the **Said Agreement** stood terminated on account of the alleged default in the payment by the Complainant.

23) The clause 11 of the **Said Agreement** is quoted for ready reference:

“without prejudice to the right of promoter to charge interest in terms of clause 10 above,/or the ALLOTTEES committing default in payment on due date of any amount due and payable by the ALLOTTEES to the promoter under this agreement (including his/her proportionate share of taxes levied by concerned Local Authority and other outgoing) and on the ALLOTTEES committing three default of payment of instalments, the promoter, at Its option may terminate this agreement: provided that, promoter shall give notice of 15 days in writing to the ALLOTTEES, by registered Post AD at the address, provided by the ALLOTTEES and mail at the email address, provided by the ALLOTTEES, of his intention to terminate this agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the agreement. If the ALLOTTEES fails to rectify the breach or breaches mentioned by the promoter within the period of notice, then at end of such notice period , the promoter shall be entitled to treat these agreement as terminated provided further that upon termination of these agreement as aforesaid, the promoter shall refund to the ALLOTTEES (subject to deduction of 10% of the sums paid till such termination as and by way of liquidated damages) within a period of 60 days of the

termination, the instalments of the sale consideration of the said premises which may have been paid by the ALLOTTEES to the promoter till the date of the notice, and the promoter shall not be liable to pay to the ALLOTTEES any interest on the amount of refunded".

- 24) It is stated that the Respondent had earlier addressed a legal notice dated 30/09/2024 to the Complainant demanding to regularise the said payment, enhancing the amount to ₹14,04,660/- (Rupees Fourteen lakh four thousand six hundred sixty rupees only) for **the said Flat** and threatened to resort to termination in case of failure to comply.
- 25) The Complainant state that no refund towards the said intended termination as contemplated by said clause 11 has been received by the Complainant from the Respondent till date.
- 26) Therefore, there is no termination of the **Said Agreement** in the eyes of law and the **Said Agreement** have not been validly terminated and subsist legally till date.
- 27) The Respondent's assertion that the **Said Agreement** was cancelled seven months prior and that the refunds would be made only upon securing new customers is arbitrary, unilateral, and contrary to the provisions of the **Said Agreement** and the Real Estate (Regulation and Development) Act, 2016 ("RERA Act").
- 28) The Complainant has at all times been ready and willing to pay the legitimate amounts due under the **Said Agreement**. However, the Respondent has refused to accept such payments and has instead demanded amounts in excess of the agreed



consideration, thereby breaching the contractual obligations and violating the provisions of the RERA Act.

29) That since the Respondent has taken a stand that **Said Agreement** stand terminated and that he will make the refund once the said Flat is sold, it is explicit that the Respondent is intending to sell the said Flat.

30) That the complainant sought temporary injunction, restraining the Respondent from alienating or creating any third party rights in the **said Flat** including creation of lease/ mortgage etc. Since notice to the Respondent will defect and delay the purpose of justice, hence, temporary injunction be granted ex-parte. Further No Caveat has been received from the Respondent. The conduct of the Respondent amounts to unfair trade practice and breach of statutory obligations under the RERA Act and therefore the Complainants are entitled for the enforcement of the **Said Agreement**.

31) **RELEIF SOUGHT**

a. To direct the Respondent to accept balance of ₹2,55,737/- (Rupees Two Lakhs and Fifty-Five Thousand Seven Hundred and Thirty-Seven only) under the **said Agreement** and execute the sale deeds in favour of the Complainants;

b. To grant Temporary Injunction restraining the Respondent from alienating or creating any third party rights in the **said Flat** including creation of lease/ mortgage etc.

c. Ad-Interim ex-parte relief in terms of prayer (b) above.

d. To Pass any such other and further orders as the Hon'ble Authority may deem fit and proper in the interest of justice.

32) A Notice dated 18/02/2026 was issued to the Respondent.

The Respondent were asked to file a reply. During the proceeding the complainant submitted that matter is likely to be settled and further filed consent terms/minutes of order on 06/04/2026 along with the Gist of the consent terms submitted on 16/04/2026. Further both the parties modified a paragraph (Para 14) of the consent terms dated 06/04/2026 and filed a revised consent terms/minutes of order on 21/04/2026 with a request letter for substitution of consent terms dated 21/04/2026 with amended consent terms.

33) The revised consent terms/minutes of order are as follows:-

- a) The Respondent states and represents that they are the exclusive owners-in-possession of Plot No. N, forming part of the larger property bearing Chalta No. 39, P.T. Sheet No. 22 of Margao City, Goa. The said property was purchased by the Respondent from its original owners, Mr. Tomaturgo Andrade and Mrs. Monica Andrade, vide Deed of Sale dated 18/02/2021, duly registered in the office of the Sub-Registrar, Salcete, Goa, under Registration No. MGO-1-729-2021 dated 23/02/2021.
- b) The Respondent purchased the said plot for the purpose of development by constructing a residential complex consisting of Ground + 4 Floors. The Respondent obtained requisite statutory permissions, namely Development Permission under Ref. No. SGPDA/P/6401/84/21-22 dated 16/04/2021 and Construction License bearing No. A/14/2021-2022 dated 27/05/2021 issued by the Margao Municipal Council.



- c) Pursuant thereto, the Respondent constructed a multi-storeyed building known as "MASTER GLORY" (hereinafter referred to as the Said Premises).
- d) The Complainant approached the Respondent for purchase of Flat No. F-4, situated on the First Floor of the Said Premises, having Carpet Area of 68.61 sq. mtrs. and Super Built-up Area of 151.55 sq. mtrs. (139.65 sq. mtrs. + 11.9 sq. mtrs. open terrace), more particularly described in Schedule I annexed hereto (hereinafter referred to as the Said Flat).
- e) The Complainant entered into an Agreement for Sale dated 09/11/2021 with the Respondent for purchase of the Said Flat. The agreed consideration was ₹68,19,750/- (Rupees Sixty-Eight Lakh Nineteen Thousand Seven Hundred Fifty only), calculated at ₹45,000/- per sq. mtr.
- f) The Complainant has paid a sum of ₹65,64,013/- (Rupees Sixty-Five Lakh Sixty-Four Thousand Thirteen only) towards the agreed consideration, leaving a balance of ₹2,55,737/- (Rupees Two Lakh Fifty-Five Thousand Seven Hundred Thirty-Seven only).
- g) The Respondent orally demanded an additional sum of ₹20,01,169/- (Rupees Twenty Lakh One Thousand One Hundred Sixty-Nine only) over and above the agreed consideration.
- h) Aggrieved thereby, the Complainant filed the present complaint before this Hon'ble Authority seeking enforcement of the Agreement for Sale.

- i) During the pendency of the present proceedings, the parties have now amicably resolved the dispute. It is agreed that the Complainant shall pay a consolidated sum of ₹4,34,888/- (Rupees Four Lakh Thirty-Four Thousand Eight Hundred Eighty-Eight only) to the Respondent in full and final settlement of all claims and demands of the Respondent towards the said Flat. The said amount shall be paid in one lump sum on the date of registration of the Sale Deed.
- j) The Respondent shall convey the Said Flat in favour of the Complainant, by executing a proper Sale Deed and register the same with the concerned Sub-Registrar, upon the receipt of the aforesaid settlement amount.
- k) The Respondent shall hand over vacant, peaceful, and lawful possession of the Said Flat to the Complainant along with the Occupancy Certificate or any other relevant certificates/ approvals issued by the competent authority upon receipt of the aforesaid settlement amount.
- l) The Respondent shall not demand any further payment or consideration from the Complainant in respect of the Said Flat. The Respondent ensures that the Said Flat is free from all encumbrances, charges, liens, or third-party claims at the time of execution of the Sale Deed.
- m) The Complainant shall pay the agreed settlement amount of ₹4,34,888/- (Rupees Four Lakh Thirty-Four Thousand Eight Hundred Eighty-Eight only) in one lump sum on the date of registration of the Sale Deed and shall bear the

stamp duty, registration charges, and other statutory levies payable for execution and registration of the Sale Deed.

- n) In the event of breach of this Consent Terms, the aggrieved party shall be entitled to seek enforcement in accordance with law.
- o) The Respondent further undertakes to indemnify and keep indemnified the Complainant against any claims, demands, or legal proceedings initiated by any third party in respect of the Said Flat or the Said Premises.
- p) The Respondent ensures that all common amenities and facilities in the Said Project are completed in accordance with the sanctioned plans and made available for use.
- q) The Complainant hereby undertakes and agrees to remove, at her own cost and responsibility, the iron gate installed in the common passage in the Said Premises before the date of execution of the Sale Deed.
- r) The parties agree that time shall be of the essence for execution of the Sale Deed, which shall be completed within Sixty (60) days from the date of execution of this Consent Terms, unless mutually extended in writing.
- s) The parties agree that this Consent Terms shall operate as a full and final settlement of all disputes and differences between them in respect of the Said Flat, and neither party shall raise any further claims or demands against the other in respect thereof.



- t) The Parties agree to cooperate with each other and execute all such further documents, deeds, writings, and assurances a may be necessary to give full effect to this Consent Terms.
- u) The Parties declare that this Consent Terms have been entered into voluntarily, out of their free will, without any coercion, undue influence, or misrepresentation, and after fully understanding the contents and legal implications thereof.
- v) The Parties undertake to abide by and comply with all the terms and conditions stated herein.
- w) The Parties agree that this Consent Terms shall be binding upon them and shall form part of the Order passed by this Hon'ble Authority.
- x) This Consent Terms shall be binding upon the Complainant and the Respondent, their legal heirs, successors, administrators, and assigns.
- y) The present complaint be stand disposed of in terms of this Consent Terms with no order as to Cost.

Schedule I

[DESCRIPTION OF THE SAID FLAT]

All That Flat No. F-4, having a super built-up area of 151.55 sq. mtrs., and Carpet area of 68.61 sq. mtrs, situated on the First Floor of the building MASTER GLORY and Parking Slot No. 12 situated at Ambajim Margao Salcete-Goa and is bounded as under:-

On the North: By Flat No. F-3 AND Passage

On the South: By Front Set back thereafter PWD Road

On the East: By Side Set back thereafter 6mtr. Road

On the West: By Set Back area

Having said so, I pass the following:

ORDER

The parties have agreed that the Consent Terms dated 21/04/2026 shall operate as a full and final settlement of all disputes and differences between them in respect of the Said Flat, and neither party shall raise any further claims or demands against the other in respect thereof. Accordingly this Complaint stands disposed of as settled.



Dharmendra Sharma, IAS(Retd)
Chairperson, Goa RERA