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GOA REAL ESTATE REGULATORY AUTHORITY

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F.No:3/RERA/Complaint (385)/2023/971

Date: 31/07/2025

(BEFORE THE MEMBER SHRI VINCENT D'SILVA)

Milind Uttam Mate,

H. No. 123, Siddharthnagar,

Tamboxem, Goa, 403512.

.....Complainant

Versus

Uday Ghanshyam Naik,

12-G, Nirmal Nagar CHS Ltd.

Mira Road (East), Thane

Maharashtra-401107.

.....Respondent

Ld. Advocate Shri Prasad Shahapurkar along with Ld. Advocate Ms. Kirti Mapari for the complainant.

Ld. Advocate Shri Vallabh Dattaram Pangam along with Shri Krishna G. Balgi, POA holder for the respondent.

ORDER

(Delivered on this 31st day of the month of July, 2025)

This order shall dispose of the application for mutual settlement as per the consent terms filed by the parties.

2. Briefly stated, the case of the complainant is as follows:-

That the complaint was filed against the respondent for possession of the Flat No. 203, on 2nd floor in the project known as "G N Meadows II" at Shetye waddo, Mapusa Bardez, Goa, agreed to be purchased by the Complainant by Agreement for Sale registered dated 12th February, 2018, for a total consideration of ₹45,00,000/- (Rupees Forty Five Lakhs only) and also for compensation for delay in possession. The respondent filed a reply and the matter was fixed for arguments and thereafter for settlement.

3. The parties have arrived at mutual settlement and accordingly filed the consent terms and prayed that the Authority may pass the consent decree as per the terms arrived between the parties, which are as follows:

(i). That the Complainant herein has filed the above Complaint against the Respondent for possession of the Flat No. 203 on 2nd floor in the project known as "G N Meadows II" at Shetye waddo, Mapusa Bardez, Goa, bearing GOA RERA registration No. PRGO09180257 agreed to be purchased by the Complainant by Agreement for Sale registered dated 12th February, 2018, for a total

consideration of ₹45,00,000/- (Rupees Forty Five Lakhs only) and compensation for delay in possession.

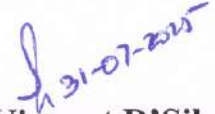
(ii). That the Complainant has been handed over possession of the said Flat No. 203 on 15th November 2024 and an amount of ₹40,000/- (Rupees Forty Thousand only) is balance, which the Complainant is ready and willing to pay to the Respondent.

(iii). It is mutually agreed by and between the parties to amicably settle the matter for an amount of ₹10,60,000/- (Rupees Ten Lakh Sixty Thousand only) payable by the Respondent to the Complainant as and by way of compensation vide Cheque dt.30/09/2025 bearing No.191391, drawn on Bank of India, Campal, Panaji-Goa,.

(iv). It is agreed that the parties will execute the Sale Deed by duly complying with the terms of the Agreement for Sale on/or before 30th September, 2025 subject to payment of ₹40,000/- (Rupees Forty Thousand only) and all taxes including GST and applicable other charges including stamp duty, registration charges, maintenance charges and other onetime charges etc. by the Complainant to the Respondent.

(v). It is hereby agreed by and between the parties hereto that in accordance to these Consent Terms, all claims between the parties before this Hon'ble Authority and any Authority and/or Forum shall stand duly settled and that the Complainant shall have no grievance and/or any complaint against the respondent and/or the said Flat in any manner whatsoever.

4. I am satisfied that the parties have settled the matter amicably between themselves, thereby putting to an end to the dispute referred above and therefore, the application for consent terms filed by the parties stands disposed of as settled.


(Vincent D'Silva)
Member, Goa RERA

Panaji, Goa.

Date: 31.07.2025