



GOA REAL ESTATE REGULATORY AUTHORITY

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F.No:4/RERA/Adj. Matters (137)/2025/ 199

Date 04/02/2026

BEFORE THE ADJUDICATING OFFICER

1. Mr. Sudesh Rajaram Naik,

Son of Mr. Rajaram Naik,

Aged about 54 years,

Residing at H.no. 76/1, Patrong Bainha,

Vasco-Da-Gama, Goa.

2. Mrs. Shruti Sudesh Naik,

Wife of Mr. Sudesh Naik,

Aged about 52 years,

Residing at H.No. 76/1, Patrong Bainha,

Vasco-Da-Gama, Goa.

.....Applicants

Versus

Mr. Adam Abdul Jumma,

Proprietor of Aman Builders & Developers,

Having office premises at

Shop No. 3/4 Karma Empress Building,

Next to KTC Bus Stand,

Vasco-Da-Gama, Goa.

.....Respondent

Ld. Advocate Shri P.Velip representing the Applicants.

Ld. Advocates Shri Melwin A.Viegas, Monali Kerkar and Rasika Naik representing the Respondent.

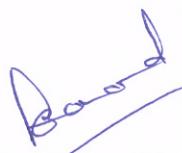
ORDER

(Delivered on this 4th day of the month of February, 2026)

The applicant filed the present application in Form 'B' against the respondent who agreed to construct and deliver unto the applicants a single bedroom flat identified as F-6 admeasuring 56.37 sq. mts. of super built-up area located on the second floor of the building 'AMAN'S JATAYU' in the property known as Muxelem or Muchilem, situated at Mestawada Vasco-Da-Gama, Goa.

2. The applicants submitted that as per the Agreement for Construction cum Sale dated 29.09.2017, the respondent was under contractual obligation to construct and handover the possession to the applicants with a period of 24 months from the date of execution of the said agreement for a total consideration of Rs. 20,00,000/- which period expired on 28.09.2019 and till date the respondent is in derogation to the contractual obligation and has failed and neglected to deliver within the stipulated agreed time.

3. The applicants submitted that they have paid to the respondent towards consideration a sum of Rs. 23,90,000/-. Further, the applicants submitted that they

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have obtained a loan in the sum of Rs. 15,00,000/- and are paying installment with interest @ 8.70% (floating) per annum and as thus paid a sum of Rs. 4,32,790/- as on 27.06.2024.

4. The applicants submitted that they have invested their hard earned monies in the said flat , however on account of the failure of the respondent to hand over the possession within the stipulated time has made the applicants to suffer both financially as well as mentally and has caused lot of hardship and inconvenience and thus prays for the following compensation as under:-

(i) The respondent be directed to pay a sum of Rs. 4,00,000/- as compensation for breach of the contractual obligations as well as violation of the rights of the applicants under the RERA as well as towards hardship and inconvenience caused and mental agony suffered and for blocking of the funds of the applicant with interest @12% on the said amount from the date of order till the same is actually paid and realized.

(ii) The respondent be also directed to pay as compensation an amount of Rs. 4,32,790/- calculated at the rate of 8.70% per annum as on 27.06.2024 as damages towards interest paid by the applicants on the bank loan obtained by them from Indian Banks for the period of delay caused, with further interest from 28.06.2024

@ 12% on the loan amount of Rs. 15,00,000/- till the handing over of the possession of the said flat.

(iii) any other order as deemed fit by this Authority.

5. Respondent filed reply at exhibit 168/c stating that the respondent has filed an appeal against the impugned order dated 11.08.2025 before the Maharashtra Real Estate Appellate Tribunal at Mumbai bearing appeal no. 01102/2025 along with an application for interim relief for stay of impugned order. The respondent further submitted that when the appeal against the impugned order is pending the said appeal shall be rendered infructuous if adjudication proceeding is proceeded with.

6. The respondent further submitted that the possession of the said flat along with occupancy certificate has already handed over to the applicants but the Sale Deed could not be executed as there is an amount more than Rs. 2,00,000/- payable by the applicants to the respondent. The respondent submitted further that all licenses for the construction of the building known as 'Aman Jatayu' had been obtained however due to the ensuing litigation the said project was stalled and the said proceeding was decreed by the Trial Court but dismissed by the Appellate Court and also dismissed by the Hon'ble High Court and this is mainly the reason why the building could not be completed in time and therefore be squarely covered

under the clause of Force Majeure. The respondent submitted that the applicants are not entitled to any reliefs prayed and the application filed be dismissed or kept in abeyance till the appeal is decided by Appellate Authority.

7. During the present proceedings, the parties arrived at a settlement and settled the matter amicably and filed Consent Terms duly signed by themselves and their respective Ld. Advocates, which are at Exh. 179/c and are reproduced as under:-

CONSENT TERMS

“1. The applicant has filed the present proceedings for compensation under Section 12, 14, 18 and 19 read with Section 71 of the RERA Act as per the order dated 11.08.2025 passed by the Goa Real Estate Regulatory Authority.

2. The applicant Mr. Sudesh R. Naik and Mrs. Shruti S. Naik, entered into a Construction-cum-Sale Agreement with the respondent, Mr. Adam Abdul Jumma, Proprietor of Aman Builders & Developers, on 29.09.2017, and the same was registered on 04.10.2017.

3. The subject property is Flat No. I-6, a single-bedroom flat admeasuring 56.37 sq. mts. in the project “AMAN’S JATAJU”, situated at Mestiwada, Vasco-da-Gama, Goa.

4. The Order dated 11.08.2025 directed the respondents to comply with the directions/reliefs stated therein.

5. The aforesaid reliefs are challenged by the respondent by filing an Appeal before MAHA RERA bearing no. AT06/01102/2025, which is pending adjudication.

6. The complainant filed the present proceedings for relief/compensation and the applicant and the respondent vide settlement talks have agreed that respondent shall pay Rs. 10,00,000/- (Rupees Ten Lakhs only) to the applicant, as full and final settlement and the parties agree that the final amount payable by the respondent to the complainant/ applicant shall be Rs. 10,00,000/- (Rupees Ten Lakhs only) and no other charges or any dues or any amount will be claimed in future from the respondent of whatever nature and by whatever name called in connection or arising under the original complaint and present proceedings/ impugned order and besides the penalties imposed in the impugned order.

7. The applicant and respondent have amicably settled the matter.

8. The Respondent has already handed over the possession of the suit flat along with occupancy certificate and the sale deed is executed dated 27.12.2026 with respect to the suit flat as directed vide the Impugned Order.

9. As per the settlement the aforesaid amount of Rs. 10,00,000/- (Rupees Ten Lakhs only) shall be paid by the respondent to the applicant as provided herein under:-

(A) Rs. 5,00,000/- (Rupees Five Lakhs only) is paid today on 02.02.2026 vide cheque bearing no. 055835 drawn on Saraswat Bank dated 02.02.2026 subject to realization, (B) the amount of Rs. 2,00,000/- (Rupees Two Lakhs) shall be paid by 28.02.2026 vide cheque bearing no. 055836, drawn on Saraswat Bank dated 28.02.2026 (c) The amount of Rs. 1,50,000/- (Rupees One Lakh fifty

thousand only) to be paid by month of March vide cheque bearing no. 055837, drawn on Saraswat Bank dated 31.03.2026 and (D) Remaining amount of Rs. 1,50,000/- (Rupees One Lakh fifty thousand only) shall be paid by 1st May 2026 vide cheque bearing no. 055838, drawn on Saraswat Bank dated 01.05.2026 and the respondent shall be issuing the aforesaid cheques B, C, D are post dated cheques are handed over to the applicants to be deposited on the dates mentioned therein.

10. The applicant, on behalf of themselves and their heirs, legal representative, family members, successors and assigns, hereby irrevocably and forever discharges the respondent from any and all past, present, or future claims, demands, or cause of action, whether known or unknown, relating/ arising under the complaint bearing no. 3/RERA/Complaint (434)/2024/059 and the order dated 11.08.2025 passed therein and the present proceedings except for the penalties imposed vide order dated 11th August 2025.

11. The settlement shall constitute a full and final resolution and no further amounts shall be claimed by the applicant or any person acting on their behalf at any time in the future, from the respondent, relating/ arising under the complaint bearing no. 3/RERA/Complaint (434)/2024/059 and the order passed therein dated 11.08.2025 and the present proceedings except for the penalties imposed vide order dated 11th August 2025.

12. The parties expressly confirm the contents of these consent terms and the same are signed without any coercion or duress and out of their own free will.

13. The respondent shall restrict the Appeal preferred to the penalties imposed by the RERA Authority vide order dated 11.08.2025.

Boad

14. The settlement shall constitute a full and final resolution and no further amount shall be claimed by the applicant or any person acting on their behalf at any time in the future, from the respondent, with respect to matters relating/arising under the complaint bearing no. 3/RERA/Complaint (434)/2024/059 and the order passed therein dated 11.08.2025 and the present proceedings.

15. These terms are executable. The parties expressly confirm the contents of these consent terms and the same are signed without any coercion or duress and out of their own free will.

16. The present proceedings be disposed of in terms of the present consent terms.”

8. I have perused the records and the above Consent Terms which have been filed by respective parties duly signed by the parties and their Ld. Advocates. I am satisfied that the Consent Terms have been filed voluntarily as the matter has been amicably settled between the parties. As such, I pass the following:-

ORDER

In view of the consent terms above , at exhibit 179/c and duly signed by both the parties, I am satisfied that the parties have settled the matter voluntarily and amicably between themselves and, the Consent Terms which are duly signed by the parties and their respective Ld. Advocates are accepted and the application

filed by the applicants in Form 'B' stands disposed off as per the aforesaid Consent Terms. Proceedings closed.

~~Laad~~
04/02/2026.

(Sayonara Telles-Laad)
Adjudicating Officer,
Goa RERA