



**GOA REAL ESTATE REGULATORY AUTHORITY**  
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F.No:4/RERA/Adj. Matters (120)/2024/ **867**

Date: 14 /07/2025

**BEFORE THE ADJUDICATING OFFICER**

**Mr. Naeem Tajdin Rajani,**

S/o Mr. Tajdin Rajani,

Aged 37 years, Married,

Business, Indian National,

R/o Flat No. 404, 4<sup>th</sup> Floor,

Elements by Shantilaal

Co-op Housing Society Ltd.,

Near Joggers Park, Chicalim,

Mormugao, Goa, 403711.

.....Applicant

*Versus*

**M/s Shantilal Real Estate Services,**

**Represented by partners,**

1. Mr. Ashwin Cholera,

2. Hemant Cholera,

C/o 301, 3<sup>rd</sup> Floor, Anand Trade Centre,

Next to MMC building,

Vasco Da Gama, Goa 403802.

.....Respondent

Ld. Advocate Shri Narayan Pai representing the applicant.

Ld. Advocate Sowmya Drago representing the respondent.

**ORDER**

**(Delivered on this 14<sup>th</sup> day of the month of July, 2025)**

The applicant filed the present application in Form 'B' against the respondent stating that he is a bonafide member of Elements by Shantilal Co-Op Housing Society Ltd. and Owner of all that Flat bearing no. 404, admeasuring an area of 108.92 sq. mts. of super built up area, situated on the 4<sup>th</sup> floor of building known as Elements by Shantilal at Chicalim, Mormugao, Goa.

2. Further that, the applicant entered into an agreement for sale dated 11.04.2018 and that first year after handover of the possession of the said flat it was noticed that there were several issues with the said flat, majority being the problem of leakages and dampness. That the issues of the said flat was brought to the notice of the respondent on several occasions, but despite several communications, the respondent has only shown moonshine concerns towards the issues.

3. The applicant stated further that the respondent only provided false assurance that the team of NINA Percepts Pvt. Ltd. who are concerned with respect to waterproofing of the entire building would rectify all the leakages problems as they have provided a 10 years warranty period for the work of water proofing done in the said project. That however, till date nothing has been done either by the respondent or Nina Percepts to resolve the issue. The respondent being the builder/ developer giving inexcusable reasons time and



again smacks lack of integrity in completing the promises which has resulted in complete despair, chaos and distress to the applicant.

4. The applicant further stated that he appointed an Independent Expert/ Audit Agency i.e. M/s Ideal Homes, a well known entity in field of structural rehabilitation and water proofing expert and civil contractors and the agency in the month of October, 2022 inspected the flat and accordingly submitted their report dated 15.01.2023 to the applicant stating the reason of defects and underlining majorly is for the reason of inherent structural defects , poor workmanship and waterproofing defects. That this fact was brought to the knowledge of the respondent but time and again respondent is interested in only shedding their duty and responsibility by blaming others.

5. The applicant further stated that on 17.05.2023 a joint inspection was conducted by representative of respondents, Nina Percepts, M/s Ideal Homes and Management committee of the Elements by Shantilal Co-op Housing Society but no fruitful solution was found by the respondent along with Nina Percepts.

6. The applicant further stated that the act of the respondent of negligence, structural defects, use of sub-standard material for construction and shedding away from their responsibility of being responsible in complying statutory obligations under the RERA Rules only makes it crystal clear that the



respondent has failed in performance of their part of promise and is guilty of deficient services, unfair trade practice and negligence.

7. The applicant thus seeks compensation as under:-

(a) Order directing the respondents to pay an amount of Rs. 10,00,000/- (Rupees Ten Lakhs only) to the applicant which shall include the cost of repairs and as damages for mental torture, harassment and as a deterrent.

(b) Costs

(c) Any other order as deemed fit.

8. The respondent in their Affidavit-in-reply at exhibit 412/c has stated that the applicant has approached this Officer with unclean hands and has made gross misrepresentations which were found out when the inspection was carried out by the respondent, along with the expert engaged by the respondent namely, Dr. K. G. Guptha, Consulting Civil Engineer, who has submitted a report with affidavit in support thereof. The respondent further stated that Dr. Guptha carried out inspection of all the areas that have been mentioned in the report of M/s Ideal Homes. The photographs submitted by Dr. Guptha along with his comments and remarks clearly indicate that in the areas identified in the report of M/s Ideal Homes, there are no leakages and dampness, and further there are no damages and cracks on ceilings and beams/columns.



9. The respondent further stated that there is no cause for grievance and that there were some minor teething issues in some of the other flats in the said project, which though did not qualify as 'defect' under the Act of 2016, however were promptly rectified by the respondent.

10. The respondent further stated that the amount indicated in the report of Rs. 3,12,000/- (Rupees Three Lakhs Twelve Thousand only) exclusive of tax in any case is exorbitant, assuming while not admitting the status of the flat is as reflected in the report. Further that in the absence of the actual status of the flat as on the date of filing of the complaint, such stale reports and stale photographs cannot be relied upon by this Authority, to arrive at a finding that there are damages, cracks, leakages and dampness in the flat or in the areas indicated in the photographs as on the date of the filing of the complaint, in fact, the report produced by the respondent indicates that there are no leakages, seepage as on the date of filing of the reply by the respondent and on this solitary ground this Authority may hold the applicant has failed to establish that there are any damages, cracks, dampness and leakages in the flat of the applicant as on the date of filing the complaint and hence the application be rejected.

11. Both Parties filed their Affidavit- in -Evidence and which are on record. During the proceedings, both the parties along with their respective Ld. Advocates, voluntarily and amicably settled the matter amongst themselves by filing duly signed Content Terms which are reproduced as under:-



### CONSENT TERMS

“1.The applicant has received from the respondent, the sum of Rs. 5,30,000/- (Rupees Five Lakhs Thirty Thousand only) *vide three separate* cheques being Rs. 2,00,000/- (Rupees Two Lakhs only) No. 000494 dated 14.07.2025, Rs. 2,00,000/- (Rupees Two Lakhs only) No.000496 dated 16.08.2025, Rs. 1,30,000/- (Rupees One Lakh Thirty Thousand only) No. 000495 dated 16.09.2025, all drawn on I.C.I.C.I. Bank towards full and final settlement of all demands/ grievances that the applicant has or has had in respect of the Apartment/Flat no. 404, which is the subject-matter of the present Application/ Complaint.

2. The applicant declares, accepts and admits that upon receipt of Rs. 5,30,000/- (Rupees Fifty Lakhs Thirty Thousand only), the applicant has no claim whatsoever in respect of Apartment/ flat no. 404 against the respondent, and there are no claims pending in respect of Apartment/ Flat no. 404 before any other forum/ Court.

3. The applicant state that in light of receipt of the sum of Rs. 5,30,000/- mentioned hereinabove, the applicant discharges the respondent from all claims and demands in respect of the said flat forever i.e. for the present as well as for the future.



4. The applicant states that he shall himself, through his representative, heirs etc. or not raise any claim whatsoever either in respect of the said apartment or the said project.

5. The respondent clarifies that the payment made under these consent terms is purely to amicably resolve the present dispute and avoid prolonged litigation, and shall not be construed as an admission of any fault, defect, deficiency, liability or wrongdoing of any nature whatsoever in respect of the said apartment/ flat no. 404 or the project in general. The parties further agree that these consent terms including their contents and the fact of settlement, shall remain strictly confidential and shall not be disclosed, published, or relied upon in any other proceedings-whether related or unrelated-before any forum, authority, or court. This document shall not be construed as a precedent or acknowledgment for any purpose other than for disposal of the present matter before the Goa Real Estate Regulatory Authority.

6. The parties agree that the respondent has filed Writ petition No. 766/2024 [re-numbered from W.P. No. 2141/2024 (F)] before the Hon'ble High Court of Bombay at Goa challenging the Order dated 27.09.2024 to the extent that it directs the respondent to pay Rs. 20,000/- (Rupees Twenty Thousand only) to the applicant. The applicant has no objection whatsoever if such direction is quashed by the Hon'ble High



Court of Bombay at Goa and the applicant undertake to give such no objection when the matter comes up before the Hon'ble High Court of Bombay at Goa.

7. The parties agree that upon execution of these terms, neither party shall file any litigation against each other with regards to the subject-matter contained in the present application/complaint nor any matter connected hereto.

8. The parties declare that the settlement has been arrived at by the applicant of his own volition and is free from force, coercion and pressure. Similarly, the decision makers of the respondent have arrived at settlement of their own volition, free for force, coercion and pressure.

9. The applicant and respondent jointly pray that the present matter may be disposed of by passing a Consent Order in terms of the present Consent Terms."

12. I have perused the records and the above consent terms which has been filed by respective parties along with their Advocates, 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 509/C, and duly signed by the parties along with their respective Ld. Advocates, I am satisfied that the



parties have settled the matter voluntarily and amicably between themselves and the Consent Terms at exhibit 509/C, filed by the parties are accepted and the application in Form "B" for compensation filed by the applicant stands disposed off as per the aforesaid Consent Terms. Proceedings closed.

  
(Sayonara Telles-Laad)  
Adjudicating Officer,  
Goa RERA