



## GOA REAL ESTATE REGULATORY AUTHORITY

101, 1<sup>st</sup> Floor, 'SPACES' Building, Plot No. 40, EDC Patto Plaza, Panaji 403 001 Goa  
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Tel: 0832-2437655; e-mail: goa-rera@gov.in

F.No:4/RERA/Adj. Matters (80)/2022/157

Dated: 31/01/2024

### BEFORE THE ADJUDICATING OFFICER

1. Aftaf Ahmed Xec,

2. Sameena Syeda Sultana

House no. 28, Muslim Wada,  
Bicholim, Goa-400503.

.....Applicants

*Versus*

1. M/s Expat Projects and Development Pvt. Ltd.

With its registered office at Carlton Towers, A wing,  
3<sup>rd</sup> Floor, Unit No. 301-314,  
No. 1 Old Airport Road, Bangalore Karnataka-560008

2. M/s Expat Projects and Development Private Limited,

VIDA Phase 2 located at Survey No. 20/1-L (PART),  
Opp. Shiva Temple, Bainguinnim,  
Tiswadi, North Goa, 403107.

.....Respondents

Ld. Advocate Agnelo D'Costa for the Applicants.

Ld. Advocate Pritesh Shetty for the Respondents.

### ORDER

(Delivered on this 25<sup>th</sup> day of the month of January, 2024)

The present proceedings have arisen as a corollary to the complaint under Section 31 of the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as 'the RERA Act') filed by the applicants/complainants against the respondents bearing complaint no. 3/RERA/Complaint(229)/2021.

2. The applicants and the respondents during the course of proceedings have filed an application along with the consent terms at exhibit 224/c and submitted that they have decided to amicably settle the matter between themselves and to put an end to the litigation based on the said consent terms.
3. The parties have claimed that the applicants hereto who are husband and wife, inter se and the respondents executed an agreement of sell dated 21/02/2020 which was duly registered under registration No. PNJ-1-493-2020 in the office of the Sub-Registrar of Ilhas at Panaji Goa on 02/03/2020. The subject matter of the said agreement was a flat being apartment No, 103 in block A-14 on the first floor in the project VIDA Phase II admeasuring 478.6 sq. ft. The total consideration of the said flat was fixed at ₹27,90,000/- (Rupees Twenty Seven Lakhs Ninety Thousand Only). The applicants paid a sum of ₹19,00,596/- (Rupees Nineteen Lakhs Five Hundred Ninety Six Only) to the Respondents, the receipt whereof was duly acknowledged and the balance amount of ₹ 8,89,404/- (Rupees Eight Lakhs Eighty Nine Thousand Four Hundred and Four only) was required to be paid by the applicants to the Respondents as per milestones/payment. The details of the payment and other particulars were mentioned in detail in the said agreement.
4. It is also claimed that the delivery of the flat was delayed by the Respondents and consequently the applicants filed a complaint before the GOA RERA Authority at Panaji Goa to seek requisite reliefs. The said Authority issued

notices to the Respondents and on hearing both the parties and appreciating the documents, brought on record, the said Authority was pleased to pass judgement and order dated 31/10/2022 in proceedings No. 3/RERA/Complaint (229)/2021/793 and as the said order was not complied with, Revenue Recovery proceedings came to be initiated before the Revenue Recovery Court, Panaji Goa. In addition to the said recovery proceedings the present proceedings also came to be commenced by the applicants before this Authority. The applicants, though from Goa, are in gainful employment at Dubai-AG (UAE) and as such they cannot personally participate in the present proceedings and also they could not personally attend the matter before the Authority of Goa RERA and in view thereof, they have constituted their brother/brother-in-law, Shri Zuber Ahmed Xec alias Sheikh Zuber Ahmed to represent them before the various authorities in connection with the dispute pertaining to the said flat.

5. The consent terms filed by the parties and signed by their respective Ld. Advocates are as follows:-

“a) The Respondents have agreed and consented to give to the complainants the duly completed flat, as more elaborated described in the agreement dated 21/02/2020 and which instrument is registered under registration No. PNJ-1-493-2020 of book 1 dated 02/3/2020 before the Sub-Registrar of Ilhas at Panaji Goa. The said delivery shall take place on or before **31/03//2024** and the said flat shall include the parking space.

b) In the event of any justifiable reason, such delivery is delayed, the period may be extended by one (1) more month i.e. by 30<sup>th</sup> April 2024.

c) The complainants shall not proceed or continue with the Revenue Recovery case till 30/04/2024.

d) The Respondents shall not claim the balance amount towards the consideration of the said flat from the Complainants in view of the good gesture on the part of the Complainants to withdraw all proceedings. The Respondents would not charge maintenance for the period of 2 years from the date of handover as per the Agreement to Sell/Consent Terms.

e) Respondent agrees that at the time of delivery of the said flat to the Complainants, electricity and water connection shall be provided to the flat so as to enable the complainants to occupy the said flat. The other amenities, such as lift, club-house etc, which are particularised in the said agreement, shall be provided when the entire project is duly completed. No further claim on amenities would be raised by the complainants till the entire project is completed.

f) The Respondents have also taken the responsibility, to obtain occupancy certificate at the earliest from the local authority and all other legal requirements at their own cost.

g) The Architect/Engineer of the Complainants shall certify the workmanship of the flat and if any defects are noticed, the same shall be remedied by the Respondents, at their own cost. Once handover is taken by the complainants no further claim would be made against the Respondents and all other repairs/defects would be the sole responsibility of the Complainants and only three months' time is provided for showing such defects if any. The Respondents have to clear the defect within 45 days from the date of the written notice and after the period of 3 months is over no such grievance would be addressed by the Respondents.

h) In the event clauses at (a) and (b) supra are not adhered to the parties concerned then the Complainants shall continue with the present proceedings and other matters including the proceedings before the Revenue Recovery Court.

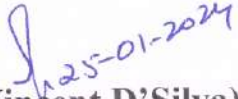
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i) Parties hereto agree that the terms and conditions of the Agreement dated 21/02/2020 shall, be deemed to form an integral part and parcel of this consent terms and they would abide by terms of the said this agreement dated 21/02/2020.”

6. I am satisfied that the parties have settled the matter amicably between themselves thereby putting to an end to the dispute raised by the applicants.

In view of above, the application in Form ‘B’ stands disposed of as per the above consent terms.

Proceedings closed.

  
**(Vincent D'Silva)**  
**Adjudicating Officer,**  
**Goa RERA**

Panaji, Goa.

Date: 25.01.2024.