



GOA REAL ESTATE REGULATORY AUTHORITY

101, 1st Floor, 'SPACES' Building, Plot No. 40, EDC Patta Plaza, Panaji 403 001 Goa
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F.No:3/RERA/Complaint(351)/2023/ 1016

Date: 11 /10/2023

Indrajit Dasgupta,
B24 High Tide Building,
30B Juhu Tara Road,
Santacruz, West Mumbai,
Maharashtra-400049.

.....Complainant

Versus

- Sun Estates Developers LLP,**
Suraj Morajkar,
Sun Estate Developers LLP,
H.No. 331/3, Opposite Bank of India,
Bhati wada, Nerul, Bardez-403114.
- Mr. Surajdatta Sagun Morajkar,**
Address 1: H.No. 43/13, Saipem,
Near Volley Ball Court,
Candolim, Goa-403516.
Address 2: Hilton Hotel, Pilerne,
Candolim Road, Saipem,
Candolim, 403515.

.....Respondents

ORDERS **(Dated 11.10.2023)**

This order disposes of the online complaint filed under Section 31 of the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as 'the RERA Act') wherein the complainant has prayed for the immediate refund of the amount paid by the complainant to the promoter including the GST plus

interest applicable thereon as well as disposes of the additional complaint filed wherein the complainant has prayed this Authority to direct the respondents to refund the entire amount of Rs. 1,64,43,000/- paid by the complainant together with the interest thereon along with compensation; to take action against the respondents for unfair practices, false and misleading statements and advertisement for the purpose of promoting sale and collecting money from the complainant; that the respondent firm be black listed and the Authority to take note of the fact that the respondents have contravened the provisions of Section 3 of the RERA Act i.e. by advertising the project on their website for the purpose of promoting sale and collecting money for the project which is not registered with RERA till date.

2. It is significant to note that in the online complaint the complainant has specifically mentioned that he realized that “Sun Estate Developers did not have any legal right of the project and neither the land belonged to them” and that “it is evident that they charged me the Principal and GST amount illegally”.
3. Replies have been filed by the respondents to the aforesaid online complaint and additional complaint denying all the allegations against the respondents and it is stated that “the project of the respondent is at the stage of conceptualization and is not born yet”, however in the replies the respondents showed their willingness to refund the entire amount of Rs. 1,64,43,000/- without prejudice to the rights and contentions raised by the respondents in their replies.

Yadav

4. Documents have been filed by both the parties. Ld. Advocate Parag Rao appeared on behalf of the complainant and Ld. Advocate S. Vaigankar appeared on behalf of the respondents. During the course of hearing, the following consent terms were filed by the parties:-

“1. The Respondents have agreed to pay a total sum of Rs. 2,00,00,000/- (Rupees Two Crores only) to the Complainant in full and final settlement in respect of the Complaint filed by the Complainant before this Hon’ble Authority, out of which the Respondents have already paid an amount of Rs. 35,00,000/- (Rupees Thirty Five Lakhs only), on 26.09.2023 through R.T.G.S. to the Savings Bank Account of the Complainant at 03:59:36 IST.

2. The parties have agreed that the balance amount i.e. Rs. 1,65,00,000/- (Rupees One Crore Sixty Five Lakhs only) shall be paid by the Respondents to the Complainant in the following manner:-

A. On or before the 31st day of October 2023, Rs. 85,00,000/- (Rupees Eighty Five Lakhs only) will be paid by the Respondents to the Complainant through a cheque bearing number 258317 dated 31.10.2023 drawn on Axis Bank, Candolim, Goa, which will be handed over by the Respondents to the Complainant at the time of signing of these Consent Terms.

B. On or before the 30th day of November 2023, Rs. 80,00,000/- (Rupees Eighty Lakhs only) will be paid by the Respondents to the Complainant through a cheque bearing number 258318 dated as 30.11.2023 drawn on Axis Bank, Candolim, Goa, which will be handed over by the Respondents to the Complainant at the time of signing of these Consent Terms.

3. The Parties agree that the time period mentioned herein is of essence and the Respondents would be bound to effect payments as mentioned in Clause 2 hereinabove. Failure to adhere to the time frame for the payment of installments,



would render the Respondents liable for liquidated damages Rs. 25,00,000/- (Rupees Twenty Five Lakhs only) and the Respondents shall be further liable to refund the outstanding payments to the Complainant @18% p.a. till the date of actual payment to the Complainant.

4. The parties hereby agree that in the event of non-compliance of the payment schedule, as stipulated in Clause 2 hereinabove, by the Respondent, the Complainant reserves his right to pursue all remedies available to him in law, as deemed fit and proper by the Complainant.
5. The parties have agreed and settled their disputes out of their own free will and undertake to be bound by these terms and the Consent Order that will be passed on the basis of this Consent Terms by this Hon'ble Authority.
6. The parties agree that upon receipt of payments as reflected herein, the Complainant shall have no further claim against the Respondents in respect of the subject matter of the complaint.
7. The parties hereby state that the allotment made to the Complainant by the Respondents in respect to the Villa booked by the Complainant in the Sol Reserve Project of the Respondents, upon complete payment by the Respondents to the Complainant, as stipulated in Clause 2 hereinabove, shall stand cancelled on the date of passing of the Consent Order.
8. The Parties pray that a Consent Order incorporating these Consent terms be passed by this Hon'ble Authority by making this consent terms part of the Consent Order."

5. Perused the aforesaid consent terms. The instant complaint is disposed of as per the above consent terms.

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11/10/23
(Vijaya D. Pol)
Member, Goa RERA