



## GOA REAL ESTATE REGULATORY AUTHORITY

101, 1<sup>st</sup> Floor, 'SPACES' Building, Plot No. 40, EDC Patto Plaza, Panaji 403 001 Goa  
www.rera.goa.gov.in

Tel: 0832-2437655; e-mail: goa-rera@gov.in

F.No:3/RERA/Complaint( 221)/2021 / 419

Date: 17 /05/2023

### **M/s Expat Projects and Development Private Limited**

Having office at A2-213, 2<sup>nd</sup> Floor,

Expat VIDA Uptown Commercial

Kadamba Plateau Goa, 403402.

..... **Complainant**

### *Versus*

**Ansalmo Joao Antonio Goes,**

Resident of 2<sup>nd</sup> Fatrade Salcette,

Varca, South-Goa, 403721.

.....**Respondent**

### **ORDER**

**(Dated 17.05.2023)**

This order disposes of the 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 this Authority to direct the respondent to make the payment to the complainant which is due. The complaint pertains to the project Expat Vida Uptown Goa Row House Phase I situated at Panelim, Taluka Tiswadi, North-Goa. In the said complaint it is stated that

*Handwritten signature*

Agreement to Sell was executed between the complainant and the respondent along with others on 11.08.2017 and the same was duly registered before the Sub-Registrar. The complainant has produced on record the registration certificate dated 18.02.2022 of the said project granted by this Authority. According to the complainant, the respondent has delayed in making payments and has committed breach of the said Agreement to Sell. The complainant therefore prays that the respondent be directed to pay Rs. 16,50,480/- (Rupees Sixteen Lakhs Fifty Thousand Four Hundred and Eighty only) along with statutory interest, compensation of Rs. 1,00,000/- (Rupees One Lakh only) and to declare the Agreement dated 11.08.2017 as cancelled and refund the amount after deducting the charges of 60% on total consideration paid and payment of balance amount after deduction to be given after the said villa is resold.

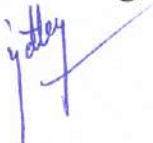
2. The respondent filed the reply wherein it is stated that he had made all payments regularly as per the said Agreement to Sell upto Sr. No. 4 as per the schedule-III therein and as per the demand of the complainant in the account specified therein. It is further stated that the complainant unilaterally began to seek money into a new bank without giving any resolution from the complainant; the earlier account was frozen by an economic offence wing audit; no details were given whether the new account was in compliance with section 4(2)(1)(D) of the RERA Act; the stage for which the demand was made was not completed; the infrastructure at site is not

*Yeb*

proportionally completed; the project was to be completed on or before April, 2019 and in case of delay the complainant was to pay penalty to the respondent; the PR Officer is changed and the respondent did not get satisfactory information about the project; that the complaint is bad in law for non-joinder of necessary party M/s Naikavare Construction Pvt. Ltd. and the rest of the contentions are denied by the respondent. It is stated by the respondent that out of the total consideration of Rs. 93,10,000/- an amount of Rs. 70,61,236/- has already been paid.

3. During the course of hearing, the parties amicably settled the matter and filed the following consent terms in presence of the Ld. Advocate P. Shetty for the complainant and Ld. Advocate Omkar Thakur:-

“1. That it is amicably agreed to extension of handover of unit No: 11 as booked by the Respondent on or before 31<sup>st</sup> March, 2024 subject to timely payments as per demand made after completion of work undertaken by the complainant. Handing over shall be deemed to be complete handover only if the unit is having a separate electricity supply, occupancy certificate, completion Order and water connection along with tarred road motorable access as required or contemplated in the Agreement for Sale entered into by the parties.





2. The Complainant shall complete the entire project including the club house, roads access and other amenities as promised and represented by the Complainant and handover the same as per RERA guidelines within 5 years from signing the said consent terms.

3. Subject to compliance of clause (1) of the present terms, the Respondent undertakes not to raise any claim for compensation qua the delay in handing over possession of the Unit No:11. However, in case failure of the Complainant to provide such unit within the stipulated period of time, the Respondent shall be entitled to all rights, remedies and/ or entitlements in terms of law including but not limiting to reliefs of refund and compensation.

4. The Respondent agrees to pay an amount of Rs. 14,25,000/- (Rupees Fourteen Lakh Twenty-Five Thousand Only) subject to the deduction of TDS for the work completed as per the schedule drawn in the Agreement of completion of bricks work and plastering



vide online transfer which shall be made into the following account immediately and in any case within a day from the signing of the Consent Terms:-

Account Name: EXPAT PROJECTS AND DEVELOPMENT PVT. LTD.

Account No.:107 120 100 000 284

Bank Name: TJSB SAHAKARI BANK LTD., PANAJI BRANCH

ISFC Code.: TJSB0000107

5.The parties agree that appropriate certificate/ challan shall be provided to the Complainant.

6. The Respondent undertakes to pay the balance amount once the demand is made after completion of flooring and fixtures and also demand made after the completion of construction to take possession of his unit and also undertake to pay applicable taxes which is subject to payment made as per law.

7.The respondent undertakes not to default in payment once demand is made for necessary construction work



undertaken and release the payment within 15 days from the date of demand made.

8.The Complainant shall not claim interest and/or damages and/ or loss against the Respondent hereto with regards to non-payment and /or delay in payment for this case as both parties mutually agreed to waive off the interest claim made by the Complainant.

9.That the Complainant and/ or any other person, body, entity, employee, officer, etc. claiming under the Complainant shall not be entitled to charge any maintenance expense or contribution towards maintenance of the project or unit villa until the Complainant hand-over the entire project as completed in all respects to a body, society, association comprising of the allottees/ purchasers.

10. The said consent terms are signed by the parties out of their own free will and are without any coercion or misrepresentation.



11. That in case non-compliance of present terms by the Complainant, the shall render present terms nugatory and the Respondent shall be entitled to all his rights, remedies and entitlement in law including recovery of compensation, damages and/ or refund as desired.

12. It is therefore, prayed that the Complaint may kindly be disposed off on the above terms by passing necessary and appropriate order.”

4. Perused the consent terms. The instant complaint is disposed of as per the above consent terms. Proceedings closed.

*vijetlay*  
*17/5/2023*  
**(Vijaya D. Pol)**  
**Member, Goa RERA**