



GOA REAL ESTATE REGULATORY AUTHORITY

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F.No:4/RERA/Adj. Matters (80)/2022/142

Date 23/01/2026

BEFORE THE ADJUDICATING OFFICER

1. **Aftab Ahmed Xec,**
2. **Sameena Syeda Sultana,**
House no. 28,
Muslim Wada,
Bicholim, Goa, 400503.

.....Applicants

Versus

1. **Expat Projects and Development Pvt. Ltd.**
With its registered office at Carlton Towers,
A wing, 3rd 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, Bainguinim,
Tiswadi, North Goa, 403107.

.....Respondents

POA of Applicants Mr. Zuber Xec present in person.

Ld. Advocate Shri Pritesh Shetty along with Representative Ms.
Malvina Franco representing the Respondent.

ORDER

(Delivered on this 22nd day of the month of January, 2026)

The applicants filed the present application in Form 'B' against the respondents stating that the applicants booked one apartment no. 103 in Block A-14 on the first floor in the project VIDA Phase-2, being a one bedroom, hall, kitchen unit, having a carpet area of 478.6 sq. ft. to be sold at the rate of Rs. 5825/- per sq. ft. costing Rs. 27,90,000/- (Twenty Seven Lakh Ninety Thousand only). The applicants states that the Project of the respondent VIDA Phase 2 was granted project registration No. PRGO04180244 by the Goa Real Estate Regulatory Authority, under certificate of registration of project dated 05.04.2018, valid until 30.06.2021, the date by which the respondent was required to hand over possession of the completed apartments/project with occupancy certificate and an Architects completion certificate/ Engineer's certificate.

2. Further that the respondent executed agreement to sell dated 21.02.2020 and on 02.03.2020 before the sub-registrar at Panaji. In the Agreement to sell for the applicants apartment no. 103 in block A-14 on the first floor, the total consideration was set down as Rs. 27,90,000/- of which the applicants had made full payment until the stage of completion of the first slab in advance of the



commencement of construction. The applicants paid to the respondent as on the date of filing of the complaint sum total amount of Rs. 19,00,596/- towards the consideration for the said apartment.

3. According to the schedule of payments and under the schedules of completion of work, the respondents ought to have completed all 35 blocks of the project with swimming pool, club house and every amenity promised by them, and further ought to have completed the building wherein the applicants apartment is situated in all respects by February 2021 but in reality, photographs taken at respondent site reveal as of today that the respondent has completed only the apartment block's slab work or masonry work or any other work going on at site.

4. Since the applicants have suffered great mental strain, torture and stress, both from the lack of information from the respondent and from the fact that the respondent was steadfast refusing to update the applicants on their financial status and whether they would complete the project themselves or through a third party, the applicants pray for the following reliefs:-

(a) Respondents to pay compensation in the amount of Rs. 2,00,00,000/- to the complainants for the heads of compensation/damages stated in the complaint with interest thereon at the rate of 12% per annum from the dates of the legal notice i.e. 20.04.2021 till actual payment.



(b) For costs and legal fees of the complaint of Rs. 60,000/-

5. Respondent filed a reply at exhibit 136/c stating that the applicants have approached this Authority with unclean hands and are making baseless allegations. Further the respondent has made it very clear in the applications for extensions filed before the authority the bonafide reasons for delay in completion of the project. The respondents have been continuing with the work on site in spite of defaults by the customers and shall complete the project within the extended timeline. Any adverse orders shall put all the customers in jeopardy as the complete project will get strangled due to financial constraints.

6. Further the claim of Rs. 2,00,00,000/- are made without any basis or proof as the applicants have not provided any supporting particulars or any details of the same and the said submission is untenable in law and is found making claim of interest which is already decided by the Authority. The respondent further submits that the claims of damages and compensation are not sustainable and the loss is imaginary and cannot be granted. The claims are coercive in nature and if any of the claims are allowed, the entire project will be in financial mess, which would affect the interest of all the customers. Hence, the complaint be dismissed.

7. Both Parties filed their Affidavits-in-Evidence and written arguments which are on record. During the proceedings, the parties settled the matter amicably and



filed Consent Terms which are at Exh 224/c. Order was passed at Exh. 324/c on 25/01/2024 disposing Form 'B' as per the said Consent Terms. Thereafter, applications were filed for non-compliance of the Order dated 25.01.2024 and towards the compliance, the matter was settled and POA of applicants Mr. Zuber Xec and Ms. Malvina Franco representative of respondent, voluntarily and amicably settled the matter by filing duly signed Consent Terms dated 15.01.2026 at Exh. 483/c which are reproduced as under:-

CONSENT TERMS

"1. The parties have amicably decided to settle the matter and have decided to file the said consent terms.

2. The respondent as full and final settlement of the case in totality is paying an amount of Rs. 3,50,000/- (Rupees three lakhs fifty thousand only) after which no claim for interest and compensation would be made and all claims are waived off unconditionally by the complainant. If any of the cheques gets dishonoured and is not replaced by the developer within seven days, the Adjudicating officer shall pass a suitable order compensating the complainant. The details of the PDC cheques are mentioned below:

1. Rs. 1,75,000/- dated 30.05.2026 Bank-TJSB, Panaji Branch cheque No. 108706.
2. Rs. 1,75,000/- dated 30.07.2026 Bank-TJSB, Panaji Branch cheque No. 108707.



3. The complainants are ready to waive the claim towards interest as claimed in the complaint filed before the Regulatory Court due to amicable settlement between parties.

4. The complainants have decided to stay invested in the said project, and judgment and order dated 31.10.2022 passed by the Regulatory Court in case bearing no. F.No.3/RERA/Complaint/(229)/2021/193 the claim towards it has been waived off by the complainants as they are not interested to take the refund but are interested in staying invested in the project and are filing affidavit to the Rera Regulatory Court that they are settled completely and then respondent have settled their claim as per order dated 31.10.2022 which one affidavit will be given to Regulatory Court and one to Mamlatdar Court.

5. The complainants are withdrawing complaint filed before this authority unconditionally since they are settled completely.

6. The complainants have waived off all the interest as per the judgment and order dated 31.10.2022 passed by the Regulatory Court and are waving off all right to the said order as they want to stay invested in the said project.

7. It is mutually decided to take possession of the flat as and where basis and no further claim would be made against respondent pertaining to the said flat by the complainant. The possession of the flat will be given on or before 30th January 2026.

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8. The terms and conditions will be same as per agreement dated 21.02.2020 and that both parties will be bound by the said terms.

9. The complainant would make necessary application along with Affidavit to the Mamlatdar in the proceedings stating that they have been fully settled and that the complainants have waived off rights pertaining to the judgment dated 31.10.2022 and therefore proceeding initiated by the Mamlatdar against the respondent be withdrawn and would also make necessary application to the Regulatory Court stating that they have been settled completely and no amount is due to be paid to them. The maintenance charges would be applicable as per the agreement dated 21.02.2020.

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

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

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

ORDER

In view of the consent terms above at exhibit 483/c, and duly signed by the POA of applicants Mr. Zuber Xec and Ms. Malvina Franco representative of respondent, I am satisfied that the parties have settled the matter voluntarily and



amicably and the Consent Terms filed by the parties are accepted and the application filed by the applicant stands disposed off as per the aforesaid Consent Terms. Proceedings closed.

A handwritten signature in blue ink, followed by the date "22/01/2026" written below it.

(Sayonara Telles-Laad)
Adjudicating Officer,
Goa RERA