



*Acad*

**GOA REAL ESTATE REGULATORY AUTHORITY**

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F.No:4/RERA/Adj. Matters (143)/2026/778

Date: 19/05/2026

**BEFORE THE ADJUDICATING OFFICER**

Mrs.Vibha Gajanan Nayak,

Sita Niwas, Katim Baina,

Vasco Goa 403802

.....Applicant

*Versus*

Raj Housing Development Pvt. Ltd.

RAJ ENCLAVES,

Represented through Mr. Sandeep Nigalye,

Chairman/Managing Director,

401,4<sup>th</sup> Floor, Rajdeep Galleria,

Sadar-Ponda Goa 403401.

.....Respondent

Ld. Advocate Mrs. Manjeeta Manerkar representing the applicant.

Ld. Advocate Mr. Satish S.S. Pilgaonkar representing the respondent.



**ORDER**

**(Delivered on this 18<sup>th</sup> day of the month of May, 2026)**

It is the case of the Applicant that she had booked a 2 bhk flat on 9/10/2021, bearing flat No. B 2 - 404 in the project called "Raj Enclaves" at Karaswada, Mapusa Goa, along with parking space bearing No. B2 -17, admeasuring a carpet area of 98 sq. mts.

2. The Applicant stated that at the request of the Respondent, the Applicant paid a total amount of Rs 12,60,000/- (Rupees Twelve Lakhs Sixty Thousand Only) of which an amount of Rs 2,00,000/- (Rupees Twenty Lakhs Only) was paid as token amount at the time of booking vide cheque bearing 722153, dated 14/10/2021 drawn on Bank of Maharashtra, Mapusa Branch, in favour of Raj Housing Dev. Pvt. Ltd. Raj Enclaves. The Applicant also paid an amount of Rs. 10,000/- (Rupees Ten Thousand Only) as GST as demanded by the respondent, vide cheque bearing No. 722154, dated 14/10/2021 drawn on Bank of Maharashtra, Mapusa Branch, in favour of Raj Housing Dev. Pvt. Ltd.

3. Further that subsequently the Respondent demanded an additional amount of Rs 10,00,000/- (Rupees Ten Lakhs Only) from the Applicant, and the Applicant paid the same amount vide cheque bearing No. 945177, dated 1/4/2022 drawn on Canara Bank, Baina Branch, in favour of Raj Housing Dev. Pvt. Ltd. Raj Enclaves. It is pertinent to note that the respondent again took 50,000/- as GST, vide cheque bearing No. 945178, dated 01/04/2022 drawn on Canara Bank, Baina Branch, in favour of Raj Housing Dev. Pvt. Ltd.

4. The Applicant stated that in spite of payments made in the year 2021 and 2022 the respondent failed to execute deed of sale and to hand over the possession of the said flat. Hence, compensation was sought as under:

- a) Compensation for taking a sum more than 10% of the cost of the apartment as an advance payment without entering into written agreement for sale with the Complainant, under section 13 of the RERA Act.
- b) Compensation for delayed execution of Agreement to sale/Deed of Sale.
- c) Compensation for causing mental stress and financial loss to the complainant.
- d) Penalty for violation of rules and regulation of RERA Act.
- e) Any deem fit order in the interest of justices.
- f) Cost of litigation.

5. The Respondent filed the reply stating that at the outset, the Respondent denies all the allegations, averments and submissions contained in the present suit filed by the Applicant and further states and submit that the present Application filed by the Applicant is baseless, misconceived and ought to be dismissed with costs.

6. This Respondent stated that the Applicant has approached this Court with unclean hands and has suppressed material facts significant to the present Application.

7. This Respondent further submits that no cause or reason has arisen to the Applicant to file the present Application against this Respondent. The present Application has been filed with a malafide intention and based on story invented by the Applicant and having fictitious contentions. This Respondent further stated that the application have no locus to file the present application. The Respondent stated that the Application filed by the Applicant is misconceived, not maintainable in law and is tainted with malafides.



8. This Respondent stated that the present Application filed by the Applicant is barred by Law of Limitation as per the own pleadings of the Applicant and Applicant has No Locus Standi to file the present Application against the Respondent as the Respondent has not entered into any kind of transaction with the Applicant.

9. During the initial 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. That disputes and differences had arisen between the parties in the above Complaint pending before this Hon'ble Authority.
2. That after mutual discussions, the parties have amicably settled the matter out of their free will and consent, without any force, coercion or undue influence.
3. That the Applicant has no objection if cheques are issued in the name of Mrs. Veena Ghode as agreed to be paid by the Respondent towards full and final settlement.
4. The Respondent agrees and undertakes to refund Rs. 12,60,000/- in the account of Mrs. Veena Ghode as consented by the applicant with additional amount of Rs. 7,40,000/- totally amounting to Rs. 20,00,000/- (Rupees Twenty Lakhs Only) towards full and final settlement of all claims, disputes, demands, compensation, interest,

costs, and all other amounts whatsoever arising out of or in connection with the complaint and the transaction between the parties.

5. The Respondent agrees and undertakes to pay/refund to Mrs. Veena Ghode a sum of Rs.12,60,000/- together with an additional amount of Rs.7,40,000/-, aggregating to a total, sum of Rs.20,00,000/- (Rupees Twenty Lakhs Only), towards full and final settlement, satisfaction, discharge and closure of all claims, disputes, demands, compensation, damages, interest, costs, actions, causes of action and all other amounts whatsoever arising out of or in connection with the present complaint, the said booking/transaction and/or the subject flat/project.
6. It is agreed between the parties that Tax Deducted at Source (TDS) @ 10% (Ten percent), as applicable under the provisions of the Income Tax Act, shall be deducted only on an amount of Rs. 7,40,000/- from the aforesaid settlement amount.
7. That towards the settlement amount, the Respondent hereby pays an amount of Rs. 5,00,000/- (Rupees Five Lakhs only) vide Cheque No. 932352 dated 18/05/2026 drawn on TJSB Sahakari Bank Ltd. and balance amount of Rs. 14,26,000/- (Rupees Fourteen lakhs Twenty-Six Thousand only) after deducting T.D.S. of Rs 74,000/- on Rs. 7,40,000/-) is paid via post-dated cheque No. 932354 date 18/6/2026 drawn on TJSB Sahakari Bank Ltd. paid by the Respondent to Mrs. Veena Ghode as amicably agreed.
8. Upon receipt of the aforesaid settlement amount, the Applicant confirm that no further claims of any nature whatsoever shall remain against



the Respondent in respect of the subject matter of the present complaint.

9. The Applicant hereby acknowledges and confirms that she does not have and shall not claim any right, title, interest, lien, charge, entitlement, or possession, allotment, booking rights, or claim of any nature whatsoever in respect of the said flat along with parking space bearing No B2-17.
10. The Applicant agrees that she along with Mrs. Veena Ghode shall execute and furnish an appropriate Declaration/Affidavit in favour of the Respondent confirming that they have no manner of right, title, interest, or claim in respect of the said flat and that they shall not raise any dispute or claim concerning the same in future before any court, tribunal, RERA Authority, consumer forum, arbitration forum, police station or any other statutory or non-statutory authority in future.
11. The Applicant undertakes that she along with Mrs. Veena Ghode shall withdraw all other proceedings/ complaints/ applications filed before the RERA Authority or any other forum arising out of the same transaction and/or subject matter, today upon filing of the consent terms.
12. Upon compliance of these Consent Terms, both parties agree that the disputes between them shall stand fully and finally settled and neither party shall have any further claims against the other arising out of the present dispute.



13. These Consent Terms have been executed voluntarily, out of free will, and without any coercion, undue influence, or pressure from any person whatsoever.
14. Upon receipt of the settlement amount, the Applicant and Mrs. Veena Ghode irrevocably waive, abandon, relinquish, and discharge all present and future claims, demands, causes of action, compensation, damages, interest, rights, and remedies of whatsoever nature against the Respondent arising out of or connected with the said transaction, booking, flat, project, or present complaint.
15. In the event the Applicant and/or Mrs. Veena Ghode breach any of the undertakings recorded herein, the Respondent shall be entitled to take appropriate legal proceedings including recovery of losses, damages, and litigation costs.
16. These Consent Terms shall be binding upon the parties hereto and their respective heirs, legal representatives, successors, administrators and assigns.
17. In the event of breach of any undertaking by the Applicant, the Respondent shall be entitled to rely upon these Consent Terms and affidavits as conclusive evidence of settlement and waiver before any court, authority or forum.
18. The parties agree to keep the terms of the present settlement confidential and shall not publish or circulate any defamatory or adverse statements against each other.

19. These Consent Terms constitute the complete and entire understanding between the parties and supersede all prior discussions, representations or communications relating to the subject matter herein.
  20. The parties jointly pray that this Hon'ble Authority may be pleased to dispose of the present Complaint in terms of the present Consent Terms.
  21. The parties have read and understood the contents of these Consent Terms and have signed the same voluntarily.
10. 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 93/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 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.

*Sayed*  
*18/05/2026.*

**(Sayonara Telles Laad)**  
**Adjudicating Officer,**  
**Goa RERA**