



GOA REAL ESTATE REGULATORY AUTHORITY

DEPARTMENT OF URBAN DEVELOPMENT

GOVERNMENT OF GOA

101, 1st Floor, 'SPACES' Building, Plot No. 40, EDC Patto Plaza, Panaji 403 001 GOA

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F.No.3/RERA/Complaint(253)/2021/885

Date: 30/11/2022

1.Mr. Joven Fernandes,

H.No. 716, Bairo Mangueiral,

Jua, St. Estevam, Tiswadi,

North Goa-403106.

2. Mrs. Nora Sabita Fernandes,

R/o H.No. 417, Bairo Foro,

Jua, St. Estevam, Tiswadi, Goa, 403106

.....Complainants

V/s

Expat Projects and Development Private Limited,

With registered office at 2nd Floor, Sobha Pearl, No.1,

Commissariat Road, Bengaluru,

Karnataka India-560025.

Local address: Expat Vida Uptown Township,

Near Hotel Ronaldo,

Kadamba Plateau,

Bainginim, Goa-403110.

.....Respondent

ORDER

(Dated 30.11.2022)

This Order disposes of the complaint filed under Section 31 of the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as the

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RERA Act), wherein the complainants have stated that the respondent represented to them that it was undertaking the development and construction of a residential project known as “Expat Vida” and offered flats for sale and the complainants approached the respondent for purchase of two flats of Block 16 and accordingly the agreements to sell were executed between the parties in respect of two flats bearing no. 203 and 204 of Block 16. According to the complainants, part payments were made prior to executing the agreements which included registration fee and stamp duty and the respondent assigned the complainants booking ID and customer ID numbers.

2. According to the complainants though plinth was laid down, the respondent thereafter abandoned the site and demonstrated that the respondent was incapable of completing the construction. Hence, according to the complainants, they were not interested to purchase the said two flats and accordingly sent a notice to the respondent terminated the said agreements and asking for refund of money along with interest. Thus the complainants have prayed this Authority to direct the respondent to refund the money along with interest.
3. In the supplementary complaint, the complainants have prayed this Authority that the respondent be directed to pay to the complainants by way of refund, the sum of Rs. 32,19,452/- along with interest at the rate of 12% per annum thereon from the date of payment till the date of full and final refund.
4. Reply was filed by the respondent denying all the allegations of the complainants and it is stated that the present dispute is of civil nature; that the



complainants have approached this Authority with unclean hands; that the complaint is bad in law due to non-joinder of necessary party; that the complaint is prematurely filed as the RERA registration is extended to December, 2023. It is also stated inter alia that the project has been delayed due to lockdowns, persistent defaults by many customers and delay in giving consent by the customers to bring in development partner. According to the respondent, it wishes to complete the project within the extended time period given by this Authority and that it is largely in the interest of the complainants as well as other customers that the respondent is not made to refund the consideration amount. Hence the prayer of the respondent to dismiss the complaint with costs.

5. During the course of proceedings, the parties settled the matter and filed consent terms before this Authority, which are reproduced hereunder:-

“1.The two Agreements for Sale dated 31/10/2018 in respect of Flat No. 203 and Flat No. 204 in building No. A16 of the project “VIDA Phase 2” do hereby stand cancelled and terminated for which cancellation deed will be executed. The complainants shall have no surviving rights and interest therein and the Respondents are free to deal with the said two flats as they so desire.

2.In lieu of the afore mentioned two flats the Respondent does hereby allot to the complainants the residential Flat No. 104 in building E-06 and



admeasuring 1025 Sq. ft. of super built up area along with dedicated car parking slot in the covered stilted parking area on the ground floor/basement of the building of the project "Vida Phase 2". The purchase price of the flat No. 104 shall be computed at the rate of Rs. 4390/- per sq. ft. and the amount of Rs. 29,95,452/- paid by the complainant to the Respondent shall be adjusted towards the price of the flat now allotted to the complainants. The actual balance outstanding is Rs. 15,04,298 however as a Special case stamp duty and registration charges would be Rs. 4,04,840 + 1.50 lakhs of car park reservation charges will be minused).-The balance of Rs. 9,49,458/- towards the purchase price shall be paid by the complainant to the Respondent at the time of taking possession of Flat No. 104 in the building No. E-06.

3. The respondents shall execute a fresh Agreement for Sale with the Complainants in respect of Flat No. 104 in building No. E-06. (The expenditure towards this Agreement including Stamp Duty and Registration Fees is adjusted from the balance outstanding hence the Total due after minusing is Rs. 9,49,458/-)
4. The Respondent shall hand over possession of Flat No. 104 in building No. E-06 to the Complainant, complete in all respects ready for use and occupation with temporary electricity and water supply and completion and occupancy certificates

within two months hereof and in any circumstances by December 2022. And the whole project with amenities will be ready by 2023 December with handover in 2024 March.

5. The matter shall be disposed of in the afore terms and the order of the RERA shall be a decree of the court and executable by the parties.”

6. Accordingly, the instant complaint is disposed of as per the aforesaid consent terms.

v-jetty 30/11/2022
(Vijaya D. Pol)
Member, Goa RERA