



# GOA REAL ESTATE REGULATORY AUTHORITY

DEPARTMENT OF URBAN DEVELOPMENT

GOVERNMENT OF GOA

101, 1<sup>st</sup> Floor, 'SPACES' Building, Plot No. 40, EDC Patto Plaza, Panaji 403 001 GOA  
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No.3/RERA/Complaint (54)/2019/ 639

Date: 26/10/2021

**Rajiv Sehgal,**  
C/o Adv. Fernando Dias,  
Top floor, Block C,  
Boshan Homes, Mapusa-Goa.

.....

Complainant

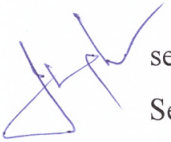
V/s

**M/s Expat Projects and Development Pvt.Ltd.,**  
Expat Vida Uptown Goa Row House,  
Site office: Survey No.13/1C,  
Panelim Village, Kadamba Plateau  
New Panjim-Old Goa Highway,  
Next to the Gera School,  
Tiswadi Taluka, Goa, 403402.

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Respondent

## ORDER

 A Complaint was received on webportal of the Authority on 14.06.2019 seeking refund of money, interest, fines and compensation made of Shri Rajiv Sehgal, the Complainant against Expat Project and Development Pvt. Ltd (hereinafter referred as promoter). The contents of complaint as appeared on webportal was as follows:-

“Expat Project And Development Pvt. Ltd, enticed my client Mr. Rajiv Sehgal into investing into their project on the basis of a Product Application Form. No allocation form or Agreement for Sale of any kind was executed. The requested money was being paid towards the purchase of a Villa in EXPAT VIDA UPTOWN GOA ROW HOUSE Project, the date of delivery of possession was delayed for various from 2018, while till date the reality remains that the construction of the said Villa has not yet begun”.

2. Apart from the above mentioned complaint received on webportal of Authority on 14.06.2019, a detailed written complaint dated 11.06.2019 was also received. As per this complaint, by email dated 02.10.2017, the Complainant was allotted Villa No. 144 admeasuring an area of 128 sq. meters in the upcoming project VIDA UPTOWN located at Bainguinim, Old Goa, Tiswadi, Goa. That in furtherance of this allotment of the Villa 144, a Product Application Form dated 08.10.2017 was completed and submitted by the Complainant to the Respondent. That the proposed Villa No. 144 was agreed to be purchased for a consideration of Rs. One Crore with other charges. Complainant started investing in the said Villa after the completion of product form. That till date No agreement for sale or any other contract or document was executed by the respondents in favour of complainant in respect of the said Villa 144. That the Respondent had given various dates of completion of the said Villa, right from 2017 and have further issued a new date for completion of the Said Villa as 2020. That as on the date of the filing of this Complaint, the project VIDA UPTOWN is the way it is with no work for the construction of the Said Villa being commenced.

3. As per complaint, the Respondent have received and hold in their possession the hard earned invested money of Rs. 54,95,916/- (Rupees fifty four lakhs ninety five thousand nine hundred and sixteen only). This amount was paid to the Respondent by virtue of bank transfers towards payment of the Villa 144 and part amount was re-directed from another project of the Respondent that never materialized. Since there is no progress as far as construction of Villa is concerned, the complainant now wishes to withdraw from the project Uptown Vida Villa No. 144. Accordingly, the Complainant has filed the complaint before this Authority seeking the relief of refund of money, interest, fines and Compensation.

4. The copy of the Complaint was served on Respondent for filing reply. The Respondent filed Reply dated 19.08.2019 and dated 13.01.2020. Complainant has also filed written rejoinder to both the replies of Respondent. Finally, Case was heard on merit on 21.09.2021. Both the parties represented through Ld. Advocates pleaded their cases.

5. In its written reply, Respondent has denied the charges. According to Respondent, the present dispute is of Civil nature and it does not pertain to any contravention of the Real Estate (Regulation & Development) Act (herein after referred as 'Act'). The complainant come under the perview of investor whose investment was initially made in Mumbai which is the Court which has jurisdiction to try the case. The Complainant has invested in the project known as 'Garv' and 'Mountain Abode' outside Goa and not in Vida Uptown. Therefore, said amount is not reflected in Escrow account. As per Respondent, Complainant has made payment of Rs. 40,83,940/- (Rupees forty lakhs eighty three thousand nine hundred and forty only), which consist of Rs. 17,20,000/- (Rupees seventeen lakhs twenty thousand only) for the project Garv and Rs. 23,63,940/- (Rupees twenty three lakhs sixty three thousand nine hundred forty only) done towards project called 'Mountain Abode' in Mumbai which is amount accounted for. As per Respondent, though complainant has signed the Product application Form dated 08.10.2017 but never made an effort to register any agreement of sale. Hence, Respondent denied the claim of Rs. 54,95,916/- (Rupees fifty four lakhs ninety five thousand nine hundred sixteen only) as an amount invested in the said project in Goa. Accordingly, Respondent has raised the issue of jurisdiction of this Court/Authority to decide the issue.



6. I have heard the arguments of both the parties and gone through the Complaint, written reply of Respondent and rejoinders filed by the parties. In this case, initially, Complainant deposited an amount of Rs. 40,83,940/- (Rupees forty lakhs eighty three thousand nine hundred forty only) with the Respondent way back in 2013. This amount was deposited for two projects known as 'Garv' and "Mountain Abode' located in Maharashtra and not in Goa. Subsequently, somewhere in 2017, there were discussion between the parties .i.e. between Complainant as well as Respondent to allot a Villa in the project known as 'Vida Uptown' which was being developed by Respondent in Goa and accordingly the amount deposited for the projects located in Maharashtra was to be diverted towards the new project of 'Vida Uptown' located in Goa. Now, as per Complainant, the said amount was diverted in project in Goa belonging to Respondent. As per Complainant, Respondent has agreed to deliver the Villa to

the Complainant by 2018 but till the date of filing the Complaint .i.e. till June 2019, Respondent has not started the construction. However, as per Respondent, complainant is only investor for the project located in Maharashtra and he has neither deposited any money for Goa project nor entered into Agreement for sale for the said Villa.

7. Now, it is to be determined whether Complainant is allottee of the Villa for the project 'Vida Uptown' or not. As per complainant, by email dated 02.10.2017, he was allotted Villa No. 144 in the project 'Vida Uptown' located in old Goa for a consideration of Rs. One Crore. As per Complainant, he started investing in the Said Villa after completion of Product form, but till date no Agreement for sale or any document was executed by the Respondent.
8. The copy of email dated 02.10.2017 which as per complainant is document through which Villa No. 144 has been allotted to him is kept in the file. Alongwith this, reply furnished by Complainant to Respondent by email dated 02.10.2017 is also available. The contents of both these emails are given below:-

**Email from Respondent dated 02.10.2017 at 11:27 :**



"From: Paramjeet Singh <paramjeets@expat-group.com>

Date: Mon, Oct 2, 2017 at 11:27

Subject: Re: Our meeting Today

To: Rajiv Sehgal <captcg@l@gmail.com>

CC: Nideesh Kuniyil <nideeshk@expat-group.com>

Dear Sir,

Attached is the availability, I have marked the available villas with blue color...rest all are sold out!

Normal Villas are offered at 1.25 Cr base price, for corner villa there is a premium of 5 Lacs & above the base price. All corner villas are sold out, except Villa No.144 which is currently blocked for a client but booking formalities hasn't been completed yet. We can offer you the same, should you wish to go ahead.

Sir, as an existing client of ours & the relationship we share, we have already offered you a whopping discount of 25 lacs.. making this offer a really sweet one for you. Thus, at best we can offer you a villa here at 1 CR base price, with other charges & Villa Premium charges (for Corner Villa only) in addition.

Your agreement value will be arrived at by deducting compensation amount (4.7 Lacs approx) & service fee (2Lacs). All taxes & registration charges will be based on this agreement value only.

Regards

Param”

**Email from Complainant dated 02.10.2017 at 1:17 .p.m.:**

“On Mon, 02 Oct 2017 at 1:17 PM, Capt Rajiv Sehgal <[raj@kotc.com.kw](mailto:raj@kotc.com.kw)> wrote:

Dear Paramjeet,

Good Day

Many thanks for your below.

I am not able to take up on your offer as per your below.

Your expat property is being offered on net at 1.15Cr. (see below)

And if I negotiate, Agent will come down to less than the offered price.

Therefore,

your statement as whopping discount of 25 L to an existing client is not correct.

1.15 Cr 66473 per sqm

3 BHK Villa for sale in Kadamba Plateau

Under Construction (Ready by Dec'18)

Details:

2 Bath| Unfurnished| 1Balcony View Details

3 BHK Villa for sale 173.28 Sq. Mt (851) in Kadamba Plateau, Goa Kadambais a new residential locality compared to other communities and the social infrastructure will take a while to develop as a complete community. In ..

Agent

Your statement is also not correct as other agents selling your expat Uptown Vida giving more realistic date of delivery as Dec 2018 which is in contradictory of your offer of delivery as May 2018.

FYI, ready procession 4 BR Villa at Kadamba, very close to Vida available at 1.08 Cr. For that I am guaranteed rent of 20K-25K.

Request you to think it over and get back to me with your firm offer.

Await yours.

Best regards”

9. A plain reading of the email dated 02.10.2017 which has been sent to Complainant shows that it is not an allotment letter. Through this email Villa has been offered on certain terms and conditions and for an amount of One Crore rupees. There is no mention of earlier investment in Garv and Mountain Abode in this email. Nor any mention has been made that amount invested in those projects will be transferred for purchase of this Villa. As mentioned, this email is an offer to be agreed by other party in order to constitute a valid contract. Now, let us see the reply of Complainant. In the email which was sent by Complainant to Respondent he has not agreed for the price which has been offered by Respondent. The last line of email- “Request you to think it over and get back to me with your firm offer”.

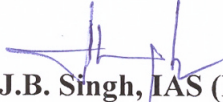
10. From the above observations, it is clear that proposition of the complainant that he was allotted Villa No. 144 by email dated 02.10.2017 is not correct. Though there are some documents which show that some settlement was going on between the parties in respect of allocation of that Villa to Complainant and also adjustment of amount of Maharashtra project in purchasing the said Villa, but these initial talks of settlement never took a final shape. There is nothing available on record to show the agreement of both the parties for allotment of the Villa to Complainant and adjustment of amount paid for ‘Garv’ and ‘Mountain Abode’ in this Villa. It has been mentioned by both the parties that no agreement for sale was executed between the parties in respect of Villa. Respondent has completely denied about receipt of any amount in respect of Villa. This is the reason, no amount is shown in the Escrow Account of Villa.

11. Amount deposited by Complainant to Respondent is in respect of project ‘Garv’ and ‘Mountain Abode’ which are situated in Maharashtra and are beyond the jurisdiction of this Authority. As discussed in earlier paras, Complainant has not been able to establish his status in respect of Villa and payment for the same. For the amount which Complainant has deposited with respondent, he can take

recourse under the law for recovery of amount, Compensation etc. to the Competent Forum as those projects are situated beyond the jurisdiction of this Authority.

12. With the abovementioned observation, Complaint filed on the webportal of Authority on 14.06.2019 is, hereby, rejected.

Order accordingly.

  
**J.B. Singh, IAS (Retd.)**  
Member, Goa RERA

To,

**1. Rajiv Sehgal,**

C/o Adv. Fernando Dias,  
Top floor, Block C,  
Boshan Homes, Mapusa-Goa.

**2. M/s Expat Projects and Development Pvt.Ltd.,**

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