



## GOA REAL ESTATE REGULATORY AUTHORITY

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F.No:3/RERA/Complaint(359)/2023/1176

Date: 22/11/2023

**Nandkishore Sidhanand Harite,**

S-10, Second Floor, Lotus Citicentre,

Near Popular H. School,

Comba, Margao-403602

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**Complainant**

V/s

**1. Shrem Aansav Realty LLP.**

106, WDC Enclave,

Mabai Hotel Complex,

Near Grace Church,

Margao Goa-403601.

**2. Mr. Aatish Anoop Babani**

**Authorised person and**

**Designated Partner of Shrem Aansav Realty LLP**

106, WDC Enclave,

Mabai Hotel Complex,

Near Grace Church,

Margao Goa-403601.

**3. Mr Nitán Chhatwal**

**Designated Partner of Shrem Aansav Realty LLP**

Viraj Towers, Western Express Highway,

Andheri (E ), Mumbai-400072.

**4. Aansav Realty and Infrastructure P. Ltd.**

**Corporate Partner of Shrem Aansav Realty LLP**

106, WDC Enclave,  
Mabai Hotel Complex,  
Near Grace Church,  
Margao Goa-403601.

**5. Shrem Construction P. Ltd.**

**Corporate Partner of Shrem Aansav Realty LLP**

Viraj Towers, Western Express Highway,  
Andheri (E ), Mumbai-400072.

**6. Marquis Farms Private Limited.**

**Land Owners**

**Represented by Mr. Jose Vas,**

F/3 Alice Apartment,  
Eastern Bypass Road,  
Arlem, Raia,  
Salcete, Goa-403720

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**Respondent(S)**

**ORDER**  
**(Date: 22/11/2023)**

**Shri Nandkishore Sidhanand Harite**, resident of S-10, Second Floor, Lotus City Centre, Near Popular High School, Comba, Margao, Goa has filed a complaint against **M/s Shrem Aansav Realty LLP** having address at 106, WDC Enclave, Mabai Hotel Complex, Near Grace Church, Margao, Goa and 05 others (herein referred as "Complainant" and "Respondents" respectively)

for failing to hand over possession of the apartment as per time schedule agreed by the Respondents to the Complainant.

2.1 The Complainant has entered into an Agreement of Sale with the Respondents for purchase of apartment No. 311 in the residential real estate project “**Tremonte Phase-I**” located in Chalta No. 1, P.T. Sheet No. 57, Margao for a total consideration of Rs.74,39,860/- ( Rupees Seventy four lakhs, thirty nine thousand, eight hundred and sixty only). The said Agreement for Sale was duly registered with the Sub- Registrar of Margao on 11/12/2018.

2.2 The said real estate project has been registered with the Goa RERA registration number **PRGO06180307**. The Complainant has already paid Rs. 66,67,867/- ( Sixty six lakhs, sixty seven thousand, eight hundred and sixty seven only) to the Respondents against the said total consideration amount. The Respondent failed to handover possession of the apartment to the Complainant as agreed upon by 30.09.2020 and even till the date of filing this complaint.

2.3 The Complainant further stated that the project is not yet completed. The Respondents are violating various provisions under the statute, such as not filing quarterly reports, progress reports, annual statement of accounts. The Complainant sought relief under Section 18(1) of the Real Estate (Regulation and Development) Act, 2016 to return the amount of Rs. 66,67,867/- with interest along with compensation to the extent of Rs. 9,18,000/- and legal costs.

3. Notices issued to all Six (06) Respondents. Ld. Advocate P. Shetty filed Vakalatnama to represent on behalf of the Respondents No. 01 to 05, who are promoters as well as Shrem Aansav LLP Partners. Ld. Advocate, C. Angle represented on behalf of respondent No. 6 who is a land owner.



Complainant has filed a plea before this Authority to represent himself in person on his behalf and the same has been allowed.

4. Ld. Advocate P. Shetty representing the respondents No. 01 to 05 has submitted an oral plea before this Authority for mutual settlement of the case on 02.08.2023 and 06.09.2023 respectively. The Complainant agreed to consider the offer. Both parties were given opportunity to work out mutual settlement, and thereafter to file affidavits on behalf them stating clearly terms of references, payment schedules, responsibilities.

5.1. Shri Aatish Anoop Babani, Respondent No.2 representing respondents No. 01 to 05 has filed an affidavit dated 13.09.2023. The affidavit inter-alia comprising undertaking to fulfill the obligations for mutual settlement with the Complainant for a total consideration of Rs. 87, 58, 521/- (Rupees Eighty seven lakhs, fifty eight thousands, five hundred and twenty one only), comprising principal amount of Rs. 66, 67, 867/- paid by the Complainant along with interest of Rs. 20, 90,954/- calculated till the date of 30.08.2023 ( includes Rs. 2,08,966/- tax deducted at source). Payment schedules worked out. Deed of Cancellation of the said Agreement shall be finalized with mutual consent and the stamp duty, costs will be borne by the Respondents.

5.2. Shri Nandkishore Sidanand Harite, Complainant filed affidavit dated 03.10.2023, which inter-alia declared to undertake for mutual settlement of Rs. 87,58,521/- (Rupees Eighty seven lakhs, fifty eight thousands, five hundred and twenty one only) as per time schedules given by the Respondents, shall give up right to demand for compensation and interest from 31.08.2023 upon receiving full payment and receipt of tax deducted certificate. Complainant agreed to sign Deed of Cancellation of the said Agreement.

6. The copy of the affidavits filed by both the Complainant as well as the Respondents forwarded to the Respondent No. 6 by the concerned parties. Shri Joaquim Ligorio Jaawaharlal De Noronha, authorized by the Respondent No. 6 filed affidavit dated 25.10.2023, which inter- alia undertaking for signing of the Deed of Cancellation of the Agreement on mutual consent provided the terms of the affidavit dated 13.09.2023 filed by the respondent No. 01 to 05 and the terms of affidavit dated 03.10.2023 filed by the Complainant. The Respondent No. 6 would not be liable to pay any sum or cost pertaining to the Apartment or Cancellation of Deed of Agreement.
- 7.1 Both Complainant and Respondents also filed a Joint Affidavit dated 09.11.2023. Both parties have mutually settled the matter for total refund payment of Rs. 87, 58, 521/- ( Rupees Eighty seven lakhs, fifty eight thousands, five hundred and twenty one only) comprising principal amount of Rs. 66,67,867/- along with interest agreed upon Rs. 20,90,654/-. Further, Complainant has received the said entire amount as per time schedule worked out from 04.09.2023 to 01.11.2023 from both the parties.
- 7.2. The Complainant has returned the original Agreement for Sale to the Respondents on 09.11.2023. He consented to sign the Deed of Cancellation Agreement as per mutual understanding and agreed to participate for signing in the office of Sub- Registrar, Margao. All duties, taxes, costs, and fees, if any in connection with the said Deed of Cancellation shall be borne by the Respondents.
8. The Complainant has also brought to the notice of the Authority regarding incompleteness of the project, violating various provisions under the Act, such as, not filing quarterly reports, annual statement of accounts. The perusal of records revealed that the promoter has uploaded Annual



Statement of Accounts for the year 2018-2019 alongwith Quarterly development details. The project completion period was 22.06.2018 to 30.12.2022. In spite of email reminders sent on 30.11.2022 and 17.04.2023 respectively, promoter failed to apply for extension so far. He was directed to apply for extension on hearing held on 02.08.2023.


9. As per provisions under Section 6 of the Real Estate ( Regulation and Development) Act, 2016, the promoter has to obtain extension of registration. As per provisions under Section 4 (2) (I) (D) of the said Act, the promoter has to file Annual Statement of Accounts. As per provisions under Section 11 (1) of the said Act, the promoter has to update quarterly booking details of apartments, garages, renewal of certificates, status of project or any other development. The promoter failed to adhere to the above provisions of the Act. The contravening of the above provisions is liable for penalty under Section 63 of the said Act which may cumulatively extend upto five percent of the estimated cost of the real estate project.

10. **In the light of above circumstances, the Authority issues following order:**

10.1 In terms of Joint Affidavit filed by both the Complainant and Respondents dated 09.11.2023 and affidavit filed by the Respondent No. 6 dated 25.10.2023, the complaint has been mutually settled for refund payment of Rs. 87, 58, 521/- ( Rupees Eighty seven lakhs, fifty eight thousands, five hundred and twenty one only), comprising principal amount of Rs. 66,67,867/- along with interest agreed upon Rs. 20,90,654/-. The said amount has been already received by the complainant and it is final. Both Complainant and the Respondents take necessary action for signing of Cancellation Deed of Agreement as stated in their respective affidavits.

10.2 The Authority imposes a penalty of Rs. 50,000/- (Rupees Fifty thousand only) under Section 63 of the said Act for contravening under Section 4(2)(I)(D), Section 6 and Section 11 of the said Act. The Promoters are hereby directed to apply for extension beyond 30.12.2022 paying fees along with submitting all documents.

10.3 The Promoters should comply the above directions within 02 months, failing which, the recovery of penalty proceedings will be initiated thereafter, and further liable for penalty for not complying the directions of the Authority.

  
22/11/2023  
**S. Kumarasawamy, IAS (Retd.)**  
**Chairperson, Goa RERA**