



GOA REAL ESTATE REGULATORY AUTHORITY

101, 1st Floor, 'SPACES' Building, Plot No. 40, EDC Patto Plaza, Panaji 403 001 Goa
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Tel: 0832-2437655; e-mail: goa-rera@gov.in

F.No:3/RERA/Complaint (557)/2026/ 960

Date: 02/07/2026

Coram: Shri Vincent D'Silva, Hon'ble Member-Goa RERA

- 1. Mr. Kunal Survanshi**
- 2. Mr. Jaisingh Suryavanshi**
- 3. Mrs. Radhika Suryavanshi**

All resident of Suryavanshi House,
Rajpaiga Road, Near Jain Central
School, Lashkar, Gwalior,
Madhya Pradesh-474009.

.....Complainants

Versus

Bennet and Bernard Custom Homes Pvt. Ltd.

Through its Director/CEO

13/158, near Francisco Luis
Gomes Garden, Campal,
Panaji, Goa-403001

.....Respondent

Ld. Advocate Avinash Salgaonkar for the complainant

Ld. Advocate Dajvip Patkar for the respondent.

ORDER

(Delivered on this 02nd day of the month of July, 2026)

This order shall dispose of the application for consent terms filed by the parties at exhibit No. 250/c.

2. Briefly stated, the case of the complainants is as follows:-

The complainants have filed the complaint under Section 31 of Goa Real Estate Regulatory Authority (RERA) directing the respondent to pay the outstanding interest amount of ₹.44,05,101/- (Rupees Forty Four Lakhs Five Thousand One Hundred and One only) along with interest as applicable under RERA. The respondent was duly served and filed a reply denying the claim made in the complaint. Rejoinder to the reply filed by the respondent also came to the filed by the complainants.

3. The parties thereafter submitted that they have, of their own free will, voluntarily, amicably and without any coercion, undue influence or pressure, arrived at a complete, final and binding settlement of all disputes, differences, claims and controversies arising out of or relating to the subject matter of the present complaint and accordingly, filed the consent terms.

4. The consent terms are as follows:

1. **SETTLEMENT AMOUNT.**

1.1 Without admitting any liability whatsoever, the Respondent has agreed to pay, and the Complainants have agreed to accept, a total sum of ₹.26,00,000/- (Rupees Twenty Six Lakhs only) towards the complete, final and irrevocable settlement of all claims, demands, and causes of action whatsoever, including the alleged claim for interest in respect of the amount of ₹.1,20,00,000/- (Rupees One Crore Twenty Lakhs only) paid by the Complainants, for the period commencing from 18/03/2021 up to the date of execution of these Consent Terms.

1.2 The Parties expressly agree that the aforesaid amount constitutes the complete, final and irrevocable settlement amount agreed between the Parties. The Parties further agree that no interest whatsoever shall accrue or become payable after the execution of these Consent Terms.

2. ADJUSTMENT OF AMOUNTS ALREADY PAID

The Parties acknowledge that the Respondent has already paid a sum of ₹.3,00,000/- (Rupees Three Lakhs Only) to the Complainants, which shall stand adjusted towards the aforesaid settlement amount.

Accordingly, the balance amount payable shall be ₹.23,00,000/- (Rupees Twenty Three Lakhs only).

3. PAYMENT SCHEDULE AND MODE

3.1 The Respondent shall pay the balance settlement amount of ₹.23,00,000/- (Rupees Twenty Three Lakhs only) as follows:

<u>Sr. No.</u>	<u>Due Date</u>	<u>Amount (₹.)</u>
1.	Simultaneously with the execution of these Consent Terms	7,00,000/-
2.	On or before 31 July 2026	8,00,000/-
3.	On or before 31 August 2026	8,00,000/-
	<u>TOTAL:</u>	<u>23,00,000/-</u>

3.2 All payments shall be made by RTGS, NEFT or any other electronic banking mode into such bank account as may be designated in writing by the Complainants, and the date of credit into such account shall constitute the date of payment.

4. WITHDRAWAL OF ALLEGATIONS

4.1 The Complainants hereby unconditionally, unequivocally and irrevocably withdraw, retract and forever abandon every allegation, accusation, imputation, assertion, complaint and adverse statement made by them against the Respondent and/or its Directors in the present complaint, all pleadings, affidavits, correspondence, emails, WhatsApp messages, notices,

complaints, social media posts, public statements, interviews, reviews, blogs, online platforms, or otherwise. The Complainants acknowledge that they shall not hereafter contend that any such allegation survives for any purpose whatsoever.

5. NO CLAIMS AND MUTUAL RELEASE

5.1 The Complainants expressly acknowledge that, upon receipt of the balance settlement amount herein above stated, nothing further shall remain due or payable by the Respondent in relation to the subject matter of the present complaint, and the Complainants irrevocably waive, abandon and relinquish any and all present or future claims, demands or entitlements against the Respondent, whether known or unknown, accrued or contingent, including any claim for further interest, compensation, damages, costs or any other monetary or non-monetary relief whatsoever.

5.2 The Complainants hereby irrevocably covenant and declare that neither they nor anybody claiming through or under them shall at any time hereafter institute, prosecute, revive, support or maintain against the Respondent, its present and former Directors, shareholders, officers, employees, authorised

representatives, agents, consultants, successors and assigns, any complaint, suit, arbitration, criminal proceedings, consumer proceedings, RERA proceedings, civil proceedings, regulatory proceedings, claim for damages, compensation, interest, costs, refund, or any other action whatsoever arising directly or indirectly from the transactions forming the subject matter of the present complaint.

5.3 The Parties mutually release and forever discharge each other from every claim, liability, demand, cause of action and proceeding of every description arising from the subject matter of the present complaint.

6. CONFIDENTIALITY

6.1 The Parties acknowledge and agree that the negotiations culminating in these Consent Terms, the terms and conditions contained herein, the settlement amount, all discussions, correspondence and communications leading to the settlement, and the existence or nature of any concessions made by either Party are and shall remain strictly confidential.

6.2 The Complainants shall not, directly or indirectly, disclose, communicate, publish, disseminate or permit the

disclosure of the same, in whole or in part, to any person whatsoever except to their advocates, chartered accountants, tax consultants or where such disclosure is mandatorily required by law or pursuant to an order of a court of competent jurisdiction or any statutory or regulatory authority.

6.3 The Complainants shall ensure that every person to whom disclosure is lawfully made under this clause maintains the same degree of confidentiality and does not further disclose any confidential information contrary to these Consent Terms.

7. NON-DISPARAGEMENT

7.1 The Complainants undertake that they shall not, whether directly or indirectly, orally, in writing, electronically, digitally, through social media or otherwise, make, publish, circulate, communicate, repeat, endorse, encourage, amplify, "like", share, repost, comment upon or otherwise disseminate any statement, allegation, accusation, review, opinion or content which is defamatory, derogatory, disparaging or otherwise prejudicial to the goodwill, reputation, business, projects, products, services, management, Directors, officers, employees or representatives of the Respondent.

7.2 The Complainants further undertake that, within forty-eight (48) hours of the execution of these Consent Terms, they shall permanently remove, delete and procure the removal of every post, review, rating, article, blog, photograph, video, social media publication, online comment or other content published or caused to be published by them, or at their instance, relating to or arising out of the subject matter of the present dispute, whether appearing on Google, Facebook, Instagram, X (formerly Twitter), LinkedIn, YouTube, Reddit, WhatsApp Communities, Telegram, blogs, property portals or any other physical or electronic platform Whatsoever.

7.3 The Complainants further undertake that they shall not thereafter republish, recreate, reproduce or permit the publication of the same, identical, or substantially similar content, nor shall they issue any press release, media statement, interview, public communication or other statement relating to the dispute, the allegations forming the subject matter thereof, these Consent Terms or the settlement arrived at between the Parties.

7.4 In the event the Respondent discovers any breach of this Clause, including the continued existence or subsequent publication of any such content attributable to the Complainants, the Respondent shall, without prejudice to any other rights and remedies available in law or equity, be entitled to seek immediate injunctive relief, removal of such content, damages, compensation and to institute such civil, criminal or other legal proceedings, including proceedings for defamation, as may be advised.

8. ENTIRE AGREEMENT

These Consent Terms constitute the entire agreement between the Parties concerning the subject matter hereof.

9. BINDING EFFECT

These Consent Terms shall bind the Parties and their respective heirs, legal representatives, successors, assigns and persons claiming through them.

10. ENFORCEMENT

In the event of any breach of these Consent Terms, the aggrieved Party shall be entitled to seek enforcement, specific performance, injunctive relief, damages and all other remedies

available in law before the appropriate court, tribunal or other forum of competent jurisdiction.

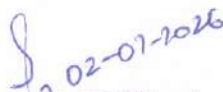
11. DISPOSAL OF COMPLAINT

The present complaint shall be disposed of in terms of these Consent Terms and no further adjudication on merits shall be undertaken.

12. COSTS

Each Party shall bear its own legal costs, professional fees, expenses and other costs incurred in relation to the present Complaint and the settlement recorded herein.

5. I am satisfied that the parties have settled the matter amicably between themselves, thereby putting to an end to the dispute referred above and therefore, the application for consent terms filed by the parties is allowed and consequently, the complaint stands disposed of as settled.


(Vincent D'Silva)
Member, Goa RERA

Panaji, Goa.
Date: 02.07.2026.