



GOA REAL ESTATE REGULATORY AUTHORITY
101, 1st Floor, 'SPACES' Building, Plot No. 40, EDC Patto Plaza, Panaji 403 001 Goa
www.rera.goa.gov.in

Tel: 0832-2437655; e-mail: goa-rera@gov.in

F.No:4/RERA/Adj. Matters (130)/2024/ **982**

Date: 30/06/2026

BEFORE THE ADJUDICATING OFFICER

Mr. Jewel Anthony Gonsalves,

H. No. 1/1, Deuli Vaddo, Arpora,

Bardez, Goa, 403516

.....Applicant

Versus

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

A Private Limited Company

Incorporated under the Indian Companies Act,

Having its registered office at Carlton Towers,

A wing, 3rd floor, Unit No. 301-314, No. 1,

Airport Road, Bangalore -560008.

(Represented by its Managing Director,

Mr. Santosh Shetty,)

And having local address at A2-213, second floor,

Kadamba Plateau, Panelim Village, Tiswadi,

North Goa, Goa, 403402.

.....Respondent



Ld. Advocate Shri Nikhil Dhumatkar representing the Applicant.

Mrs Malvina Franco authorized representative of the Respondent present initially and absent thereafter.

ORDER

(Delivered on this the 30th day of the month of June, 2026)

The Complainant/Applicant has filed the applications for non compliance of the Order dated 19th February 2026 at Exh 434/C and Exh 439/c for proceeding under Sec 71 of the Act.

2. It is the case of the Complainant/Applicant that the above matter was disposed off by filing consent terms dated 19th February 2026 pursuant to which an order of even date came to be passed..

3. That the Complainant/Applicant performed all his obligations under the aforesaid Order by executing and registering the Deed of Cancellation of Agreement to Sell dated 16th July 2019.

4. That in terms of clause of the consent terms as incorporated in the Order, the Respondent had promised to pay to the Complainant/Applicant amounts as detailed in the said clause within a specific time.

5. That, further in terms of clause of the consent terms the Complainant/Applicant would be entitled to claim the entire amounts due and payable to him in terms of the order dated 23rd August 2024 passed by the RERA Authority, which as on the date of filing the present application works out to Rs. 1,84,43,000/- (Rupees One Crore Eighty Four Lakhs and Forty Three Thousand Only).



6. That, from the conduct of the Respondents during the continuance of the proceedings before this Authority, prior to passing the consent terms as well as from the fact of several other matters before the RERA Authority, it is clear that the Respondents have acted unprofessionally with mal-intentions in their dealings with several members of the public pertaining to the concerned project.

7. That, therefore it would be just and proper to re-open the present proceedings and adjudicate and complete the same in terms of the Law.

8. That great monetary as well as psychological prejudice has already been caused to the Complainant/Applicant in litigating the present matter, wherein the Complainant/Applicant had in good faith agreed to purchase the subject matter of the complaint, and had further agreed to compromise the matter at amounts much lesser than what were actually due to be paid by the Respondent vide order dated 23rd August 2024 passed by the RERA Authority.

9. That, further monetary as well as psychological prejudice will be caused to the Complainant/Applicant if the Respondent is not directed to pay compensation to the Complainant/Applicant by completing the proceedings for adjudication of the compensation.

10. That the proceedings for recovery of the amount and interest are already pending before the Mamlatdar of Tiswadi at Panaji, wherein the Respondent has falsely attempted to mislead the said Authority by communicating to it that the entire amounts due and payable to the Complainant/Applicant have been paid.

11. Further that, from the conduct of the Respondent in clear, loud and unequivocal terms, it is apparent that the Respondent had intentions of cheating the Complainant/Applicant by dishonestly and fraudulently inducing the

Complainant/Applicant to execute the Deed of Cancellation of Agreement to Sell dated 16th July 2019 and delivering the subject premises to the Respondents.

12. It is further submitted that therefore the act of the Respondent brought to fruition by each of the members of the Respondent has therefore caused damage and loss to the Complainant/Applicant, for which the Complainant/Applicant shall take appropriate criminal action, if so advised. That in the facts and circumstances of the case, it would be just and proper in the interests of justice to grant the present application. It is therefore prayed that the proceedings be re-opened and the matter be proceeded with and decided in terms of Sc.71 of the Act.

13. Notice was issued to the Respondent in view of the application filed by the Applicant for non compliance of the Order. Mrs. Malvina Franco authorized representative of the Respondent appeared on 27/04, 30/04/2026, 11/06/2026 and orally sought for time to file reply and make part payment of the amount on 16/06/2026 and balance amount on 30/06/2026. However, she remained absent from hearing and proceedings from 17/06/2026. Last and final opportunity was granted to the Respondent to file reply/making the balance payment.

Complainant/Applicant informs that the balance amount has not been paid. The Complainant/Applicant filed his submissions which are on record at Exh 443/C

14. I have perused the entire material on record , including the said Consent terms which is reproduced herein below:-

CONSENT TERMS

Terms of Settlement

1. The Complainant and the Respondent have amicably resolved all disputes amongst themselves involving Row House No. R-108 in the housing complex

known as Expat Vida Uptown Row House Phase 1, situated at Panelim Village, Tiswadi, Goa (hereinafter referred to as the **SAID ROW HOUSE**) forming subject matter of the present proceedings and have arrived at a lawful agreement with the intention of compromising and adjusting the rival claims with the Respondent agreeing to pay compensation to the Complainant towards the non-delivery of the SAID ROW HOUSE and would therefore like to record the terms of consent as under.

2. That in terms of the order dated 23rd August 2024, passed by RERA the authority, the Respondent was directed to refund an amount of Rs.85,41,911/- to the complainant within a period of 30 days from the date of order along with an interest @ 11.10% per annum.

3. That the Complainant has agreed to reduce his entire claim to which he is entitled under the above referred order and settle for an amount of Rs.1,67,50,000/- (Rupees One Crore Sixty-Seven Lakhs Fifty Thousand Only) as full and final settlement of all his claims.

4. The Respondent has already paid to the Complainant an amount Rs.1,50,00,000/- (Rupees One Crore Fifty Lakhs Only) in a manner detailed below, the receipt whereof is hereby duly admitted and acknowledged by the Complainant.

- a. **Rs.40,00,000/- (Rupees Forty Lakhs Only)** paid through DD No.003596 dated 06-06-2025, TJSB Bank, Panaji branch;
- b. **Rs.20,00,000/- (Rupees Twenty Lakhs Only)** paid through DD dated 20-08-2025, TJSB Bank, Panaji branch;
- c. **Rs.5,00,000/- (Rupees Five Lakhs Only)** paid through NEFT No.IBNEFT dated 11-11-2025, TJSB Bank, Panaji branch;

- d. **Rs.5,00,000/- (Rupees Five Lakhs Only)** paid through NEFT No.IBNEFT dated 27-11-2025, TJSB Bank, Panaji branch;
- e. **Rs.48,00,000/- (Rupees Forty-Eight Lakhs Only)** vide DD No.003891, dated 16-02-2026 drawn on TJSB Bank, Panaji branch;
- f. **Rs.7,00,000/- (Rupees Seven Lakhs Only)** vide DD No.003892, dated 17-02-2026 drawn on TJSB Bank, Panaji branch;
- g. **Rs.15,00,000/- (Rupees Fifteen Lakhs Only)** vide DD No.003893, dated 18-02-2026 drawn on TJSB Bank, Panaji branch;
- h. **Rs.10,00,000/- (Rupees Ten Lakhs Only)** vide DD No.003894, dated 18-02-2026 drawn on TJSB Bank, Panaji branch.

5. The Respondent further undertakes to pay the balance amount of **Rs.17,50,000/- (Rupees Seventeen Lakhs Fifty Thousand Only)** in part payment, by way of transfer to the Complainant's Account No:110000058164, Canara Bank, Arpora Branch, IFSC Code: CNRB0017224 as full and final settlement of all claims of the Complainant under the Agreement as follows:

- a. **Rs.5,00,000/- (Rupees Five Lakhs Only)** on or before 30th March 2026.
- b. **Rs.5,00,000/- (Rupees Five Lakhs Only)** on or before 30th April 2026.
- c. **Rs.7,50,000/- (Rupees Seven Lakhs Fifty Thousand Only)** on or before 30th May 2026.

6. It is hereby specifically agreed by and between the parties that the Respondent shall strictly comply with the payment scheduled and that in the event there is any delay in the payment of the amount as mentioned in paragraph 5

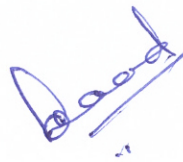
above, the Complainant shall be entitled to claim the entire amounts due and payable to him under the above referred order dated 23rd August 2024.

7. Upon receipt of the entire amounts as detailed hereinabove and further upon these consent terms being filed before the Adjudicating Officer, the Complainant shall immediately execute a Deed of Cancellation of the Agreement to Sell dated 16th July 2019, whereupon the said Agreement to Sell shall stand cancelled, determined, and rescinded with immediate effect, and the Complainant shall thereafter have no right, title, claim, or interest in respect of the SAID ROW HOUSE under and by virtue of the hereinbefore recited Agreement to Sell dated 16th July 2019.

8. It is expressly understood by and between the parties that the execution and registration of the Deed of Cancellation of the Agreement to Sell dated 16th July 2019 shall however in no manner affect the proceeding bearing No.REV pending before the Mamlatdar of Tiswadi at Panaji, which the Complainant shall be entitled to pursue until the entire amount of Rs.1,67,50,000/- stands duly paid to the Complainant.

9. It is hereby expressly agreed by and between the parties that the Complainant shall be entitled to claim all such rights as may be available to him under the Law with respect to the above mentioned recovery proceeding bearing No. REV/REC/RERA/18/2024/5235 pending before the Mamlatdar of Tiswadi at Panaji in order to enforce his recovery of all balance amounts that may remain due and pending under the RERA order as well as under these consent terms.

10. That upon executing the **Deed of Cancellation of Agreement to Sell dated 16th July 2019**, the Complainant shall grant, release, discharge, and reassure the SAID ROW HOUSE unto and to the Respondent freed and discharged from the



charge, security, or claim created thereon under and by virtue of the said Agreement to Sell.

11. The Complainant confirms that he has not done any act, deed or thing whereby he is prevented or hindered from cancelling the said Agreement of Sale and reassuring the SAID ROW HOUSE in the manner aforesaid.

12. The Respondent shall be free to deal with and dispose of the SAID ROW HOUSE or any part thereof in any manner to any person or persons as it may deem fit and proper at its sole discretion without any further recourse and reference to the Complainant and enter into any fresh agreement, sell, dispose, alienate, or otherwise deal in any manner with the SAID ROW HOUSE.

13. It is further expressly agreed and understood by and amongst the parties that upon the execution of these consent terms, neither party shall be required to further execute and register any further documents to derive absolute right, title and interest in the SAID ROW HOUSE.

14. Notwithstanding what has been stated in the above clause, in the event due to any unforeseen circumstances any party is required to execute any document for the purpose of giving effect to these consent terms in letter and spirit, such party shall immediately comply with the request of the party requiring any such document to be executed.

15. The parties to these proceedings therefore state and submit that having lawfully arrived at an agreement and compromise, an award be passed in terms of the aforesaid compromise.

Panaji, 19th February 2026

15. The Respondent has submitted that as per the consent terms, the Respondent was supposed to pay the Complainant/Applicant an amount of Rs 500000/- Rupees five lakhs on or before 30-03-2026 and that the mentioned amount was only paid on 30-04-2026. Further that additionally, as per the consent terms, the Respondent was supposed to pay the Complainant/Applicant Rs 500000/- Rupees five lakhs on or before 30-04-2026 and Rs 750000/- Rupees seven lakhs fifty thousand or before 30-05-2026, which the Complainant/Applicant did not receive.

16. The consent terms clearly states that the Respondent shall strictly comply with the payment scheduled and that in the event there is a delay in payment, the Complainant/Applicant shall be entitled to claim the entire amount due and payable to him under the RERA Order dated 23-08-2024, which as of today (30-06-2026) amounts to Rs 18505000/- Rupees one crore eighty five lakhs and five thousand. The Respondent has paid the Complainant/Applicant an amount of Rs. 15500000/- Rupees one crore fifty five lakhs only, the balance amount which the Respondent has to pay the Complainant/Applicant is Rs 3005000/- Rupees thirty lakhs five thousand as of today (30-06-2026). Further that the recovery of this amount is pending before the Mamlatdar of Tiswadi Taluka.

17. The Complainant/Applicant has submitted that he is also entitled to cost amounting to Rs 500000/- Rupees five lakhs for physical and mental torture and Legal expenses incurred, as even after filing the consent terms, the Respondent did not honor it and the Complainant/Applicant had to once again come before the Adjudicating Officer.

18. The Complainant/Applicant submits that in the interest of justice, fair play and equity, it would be just and proper to award compensation as prayed for by the Complainant/Applicant in terms of Sec.71 of the Act towards all the harassment

caused by the Respondent throughout the proceedings as well as the wilful non compliance of the consent terms without any heed to the process of the Law as non grant of such compensation would clearly immensely prejudice the Complainant/Applicant.

19. In the case of ***“M/s Newtech Promoters and Developers Pvt. Ltd. Vs. State of UP and Ors.*** dated 11.11.2021” ***in civil appeal no.(s) 6745-6749 of 2021***, the Apex court has clarified that if the adjudicating officer on enquiry is satisfied that the promoter has failed to comply with the provisions of any of the Section 12,14, 18 and 19, he may direct to pay such compensation or interest as the case may be, as he thinks fit in accordance with the provisions of any of those Sections. The broad factors to be considered while adjudging compensation have been provided under Section 72 which reads as under:-

“72. While adjudging the quantum of compensation or interest, as the case may be, under Section 71, the adjudicating officer shall have due regard to the following factors, namely:-

- (a) The amount of disproportionate gain or unfair advantage, wherever quantifiable, made as a result of the default;*
- (b) The amount of loss caused as a result of the default;*
- (c) The repetitive nature of the default;*
- (d) Such other factors which the adjudicating officer considers necessary to the case in furtherance of justice.”*

20. As can be seen, it appears that the proceedings for recovery of the amount and interest are already pending before the Mamlatdar of Tiswadi at Panaji in respect of the Order of the Goa RERA Authority. The Respondent has failed to comply with their part of the terms of agreement in respect of the payment

schedule and payments, and have also failed to file their reply and remained absent from the hearings.

21. The attitude of the Respondent in not complying with the Consent terms filed by Complainant/Applicant before the Adjudicating Officer, thus compelling the Complainant/Applicant to again approach this Authority for its compliance/recovery has definitely caused him mental stress, financial expenses for attending the proceedings as well as legal expenses. The Respondent has also abandoned the proceedings filed by the Complainant/Applicant after submitting that they would make the part payment of the amount on 16/06/2026 and balance amount on 30/06/2026, hence causing loss as a result of the default and which still continues.

As such, the Applicant is therefore entitled for compensation as envisaged under Section 71 of the Real Estate (Regulation and Development) Act 2016.

ORDER

The Respondent is directed to pay the Applicant compensation of ₹5,00,000/- (Rupees Five Lakh only) for violation under Section 18 read with Sections 71 and 72 of the Real Estate (Regulation and Development) Act 2016 within 30 days from the date of this Order. Further, in default to pay the said amount, the Respondent shall be further liable to pay the Applicant interest on the said amount of ₹5,00,000/- (Rupees Five Lakh only) @10.80% p.a. (which is applicable on this day) till date of payment/realization.

Sayonara Telles-Laad
30/06/2026

Sayonara Telles-Laad

Adjudicating Officer, Goa RERA

