BEFORE THE ADJUDICATING OFFICER, REAL ESTATE REGULATORY AUTHORITY- PANAJI, GOA.

Case No.4/RERA/Adj.Matters(3)/2020

Dr. Ashish Rodricks

...Complainant

V/s

M/s. PrabhuConstructions

Through

Mr. VenkateshPrabhu Moni

...Respondent

CONSENT TERMS

MAY IT PLEASE YOUR HONOUR:

The Respondent herein states and submits as under:

- The Complainant named herein above had approached this Hon'ble Authority seeking Compensation and Rectification of certain defects and clearing of the deficiencies in compliance with the Agreement dated 20th August 2013.
- 2. After the service of notice of this Hon'ble Authority, both the rival parties have discussed and drawn the following Consent Terms:
- 3. After filing of the present petition most of the defects to the office premises have been corrected and/or rectified by

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respondent. However the following important things are remaining and which the respondent promises/undertakes to complete as mentioned herein, as otherwise agreed to pay the rentals payable by the complainant till such period, the complainant is running his clinic in the rented premises.

- 4. Following things shall be completed by the respondent:
 - a. The respondents undertake to obtain Occupancy certificate within a period of 60 days from the date of filing of the consent terms before this authority.
 - b. Developer/respondent shall get electricity connection within a period of 60 days from the date of filing of the consent terms before this authority.
 - c. The Developer/respondent have agreed and undertakes to clear all the hurdles at the car parking of the building within period of 60 days.
 - d. Respondent has also agreed and undertaken to reimburse rentals @ Rs. 5000 per months which the complainant pays to his landlord on account of Non Occupation of the premises and which shall start after the period of 60 days from the time of filing the consent terms.
 - e. Respondent shall execute deed of sale with respect to the full office premises, exclusively in the name of the complainant, at the cost of the complainant as to the stamp duty and registration charges.
 - f. The above terms may be accepted and orders may be passed accordingly.

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In view of the settlement there shall be no order as to the cost.

5. It is therefore prayed that this Hon'ble Authority may dispose off the present Complaint based on the Consent terms filed herein by the parties.

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Dr. Ashish Rodricks

Complainant

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M/s Prabhu Constructions

Through Mr. VenkateshPrabhu Moni

Respondent

CONSTRUCTIONS *

Ashis Madden Matter (3) /2020 Ashis Madden V/s M/s Prasher Constructions

ORDER

In the light of the consent ferms
mutually arewed at by both the parties to
the present proceedings, the present case
that should disposed off with no orders as to costs.

ozlo3/2022 Adjudicaling officer.