



GOA REAL ESTATE REGULATORY AUTHORITY
DEPARTMENT OF URBAN DEVELOPMENT
GOVERNMENT OF GOA

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.3/RERA/Complaint/(311)/2022/1019

Date: 28/12/2022

Harshala Harish Naik and Harish S Naik,

H.No. 353, Dasool Wada, Kundaim,

Ponda, Goa, 403115.

.....Complainants

Versus

Sunstar Homes,

National, Narvekar Chambers,

Mapusa, Bardez, Goa, 403507.

.....Respondent

ORDER
(Dated 28.12.2022)

This order disposes of the aforesaid complaint filed under Section 31 of the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as 'RERA Act') wherein the complainants have prayed this Authority to direct the respondent to pay penalty to the complainants for every month of delay, from 21.10.2019 till the handing over of possession of the flat bearing no. B8 in the project called Tara Gardens Phase II, situated at Khorlim, Mapusa and the common areas at the rate of Rs. 25,000/- per month and interest for every month

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of delay for the aforesaid period; to direct the respondent to immediately complete the construction of the said flat along with common areas and the facilities to be provided by the respondent in terms of the agreement for sale dated 19.07.2019 and the representation in the advertisement and hand over possession of the same to the complainants immediately; to restrain the respondent from demanding any amount in terms of the notices dated 22.12.2021, 15.03.2022 or otherwise which are beyond the provisions of the said agreement; impose penalty in terms of Sections 60 and 61 for contravention of Section 4 and other provisions of the RERA Act; revoke the registration under Section 7 of the RERA Act and impose exemplary costs on the respondent to be paid to the complainants.

2. A supplementary complaint was also filed by the complainants wherein it is stated that the respondent has illegally terminated the agreement for sale dated 19.07.2019 as non payment of incidental expenses cannot be a ground for such termination. It is prayed therein to quash and set aside the final notice of termination dated 23.08.2022.
3. Reply was filed by the respondent denying all the allegation of the complainants. In the reply, the respondent raised preliminary objections to the effect that since the allotment has been cancelled in virtue of the termination of agreement dated 19.07.2019 due to non payment by the complainants as per letter dated 23.08.2022 issued by the respondent, this Authority has no jurisdiction to entertain and try the present complaint. It is stated that there is no

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violation of any of the provisions of the RERA Act. According to the respondent, the delay in receiving the completion certificate and the occupancy certificate was informed to the complainants and they never complained regarding delivery of premises till the filing of the instant complaint. It is stated that after receipt of the occupancy certificate the respondent contacted the complainants and asked them to make the payment towards transformer, infrastructure charges, maintenance, society formation, house tax etc. to enable the respondent to issue the possession letter but since the complainants refused to make such payments, the respondent issued them the letter dated 22.12.2021 stating therein that the possession of the apartment would be given to them subject to balance payment mentioned in the said letter and a reminder letter dated 15.03.2021 was also issued but since the complainants neglected to make the payment as per the aforesaid letters, another letter dated 02.08.2022 was issued to the complainants. According to the respondent, since the complainants did not comply to the demand letters, the respondent issued notice dated 23.08.2022 intimating the complainants that the agreement dated 19.07.2019 has been terminated. According to the respondent, the construction of the said flat is complete and the same is ready for possession.

4. Ld. Advocate L. Raghunandan appeared on behalf of the complainants and Ld. Advocate P. Agrawal appeared on behalf of the respondent. During the course of proceedings, the parties settled the matter and filed the consent terms which are as follows:-

V. S. Srinivasan

“3. With reference to the Possession Letter dated 22/12/2021 issued to the Complainants:

- a. For the demand of Transformer charges @ Rs 75,300/-, Complainants herewith makes a payment of Rs 50,000/- (Rupees Fifty Thousand only) vide cheque No. 741959 drawn on State Bank of India, Cundaim Branch, dated 15.12.2022; the balance amount payable is being waived by the Opponent and the name shall be borne by the Opponent.
- b. For demand of Meter Charges @ Rs 25,000/-, the Opponent acknowledges receipt of payment of Rs 5,000/- (Rupees Five Thousand only) as per complainant's letter dated 26.04.2022; the balance amount payable being waived by the Opponent and the same shall be borne by the Opponent.
- c. For demand of Infrastructure charges @ Rs 14,400/-, the said amount payable being waived by the Opponent and the same shall be borne by the Opponent.
- d. For demand of Garden maintenance @ Rs 15,000/-, the said amount payable being waived by the Opponent and the same shall be borne by the Opponent.



- e. For the demand of Society formation @ Rs 50,000/-, the Opponent acknowledges receipt of payments of Rs 28,800/- and Rs 500/- as per complainant's letter dated 26.04.2022.
- f. Towards House Tax @ Rs 1218/-, the Opponent acknowledges receipt of payment of Rs. 453/- as per complainant's letter dated 26.04.2022; the balance amount payable being waived by the Opponent and the same shall be borne by the Opponent.
- g. Complainants agree to make payment of GST @ 5% of total consideration of Rs. 40,00,000/- i.e. Rs. 2,00,000/- on production of Tax Invoice issued by the Opponents.
- h. The balance of amount of Rs. 3,00,000/- as per Agreement of Sale shall get released from the Complainants' Bank namely State Bank of India to which the Complainants shall consent.
4. In terms of above mentioned payments and in terms of Agreement of Sale dated 19.07.2019, the Opponent acknowledges receipt towards full and final payment of demand letter dated 22.12.2021 and the reminder letter dated 15.03.2022 amounting to Rs. 1,80,918/- there shall be no further demand of whatsoever nature from the



Opponents in respect of Agreement of Sale or otherwise and as such revoked the final notice of termination dated 23.08.2022 of Agreement of Sale to the Complainants by handing over to them the possession of premises, the keys of Flat No. B8 of Tara Garden Phase-II and undertakes to provide amenities as per Agreement for Sale.

5. Upon the key of premises being handed over, the parking mentioned in the plan annexed hereto shall stand allotted to the Complainants and the Complainants shall be entitled to use the said parking space solely and exclusively for their own use. The Plan annexed hereto shall form part and parcel of minutes.
6. Both parties are entitled for execution of these terms.
7. The present complaint may be disposed of in accordance with these minutes by this Honourable Authority.”

5. Perused the aforesaid consent terms. The instant complaint is disposed of as per the aforesaid consent terms.

Vijaya D. Pol
23/12/2022
(Vijaya D. Pol)
Member, Goa RERA