



GOA REAL ESTATE REGULATORY AUTHORITY

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File no.3/RERA/Complaint (343)/2023/939

Date: 14 /09/2023

Reema Salkar,

H. No. F-G-3-876/1(3),
Sucorro, Alto Porvorim,
Porvorim, Goa, 403101.

.....Complainant

Versus

1.M/s Aashirwad Construction

Through its proprietor Smt Siya S. Gaude,
Shop No. 2, Perpetua Apartments
Near Alcon Hyundai, Nh 17,
Socorro, Porvorim, Bardez, Goa-403501.

2. Smt. Siya S. Gaude,

H.no. 45c, Paithona,
Salvador De Mundo, Goa, 403101.

.....Respondents

ORDER **(Dated 14.09.2023)**

This order disposes of the online complaint filed under Section 31 of the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as 'the RERA Act') wherein the complainant has prayed this Authority to direct the respondents to complete the work of flat in all respects and handover the

possession of the flat to the complainant; to direct the respondents to execute the sale deed; to direct the respondents to pay compensation to the complainant along with interest. According to the complainant, she entered into an agreement for sale dated 07.05.2019 with the respondent no. 1 who agreed to construct and sell flat no. 001 on first floor in the project "CASA MARIA ARLETTE" for a total consideration of ₹48,00,000/- (Rupees Forty Eight Lakhs only) including stilt parking and GST. The complainant has stated that till date she has paid an amount of ₹54,50,000/- (Rupees Fifty Four Lakhs Fifty Thousand only) in total towards the sale consideration. According to the complainant, since the possession of the said flat has not been handed over to her till date, she is forced to stay in the rented apartment. The complainant produced on record her affidavit, agreement for sale and other documents.

2. Reply was filed by the respondent no. 2 wherein the respondent has inter alia stated that the complainant failed to make balance payment which was supposed to be paid at the time of possession and till date the complainant has neither shown any willingness nor shown any interest to pay the balance amount to the respondent. It is stated that the construction work is complete and all the amenities have been installed in the said project.
3. Affidavit was also filed by the respondent no. 2 along with documents. Ld. Advocate Shri R. D'Souza appeared on behalf of the complainant and Ld. Advocate S. Khot appeared on behalf of the respondents. During the course of



hearing, the parties settled the matter and accordingly filed before this Authority the following consent terms:-

“I. The parties hereto after deliberation and discussion amongst themselves and without any coercion have agreed to amicably settle all the disputes which are /were pending amongst themselves and which are listed herein below and have decided to file the consent terms before this Hon’ble Authority which are set out herein under and which may be accepted by this Hon’ble Court and consent decree may be drawn.

II. All the parties agree and admits that this suit/ lis between and amongst them was concerning Flat No.001, situated on first floor, having an area admeasuring Super Built up area of 116.01 Sq. Mtrs., i.e. Carpet area of 67.81 Sq. Mtrs., and with one stilt car parking no. P-001 known as the “**SUIT FLAT**” in the SAID PROJECT named as “**CASA MARIA ARLETTE**”, constructed/ developed in property known as “**ZAMBULGALLUM**” situated Socorro Village, within the territorial jurisdiction of the Village Panchayat of Socorro, Bardez, North-Goa, Goa. Described in the Land Registration Office under No. 51158 at pages 75 of Book B- 108, representing half of the land enrolled in the Taluka Revenue office of Bardez, Goa, under No. 1555 of the first circumscription of Socorro, and surveyed under survey no. 372/14- A of Village Socorro, admeasuring 1000 Sq. Mtrs. and bounded as towards the East by road and survey no. 371/1, towards the West by Survey no. 372/1, towards the North by Survey no. 372/14 and towards South by Survey No. 370/1 known as the SAID PROPERTY.

III. In the present suit it is decided by and between all the parties to the Suit that the suit Flat has been completed in all respects and is ready for possession. The Respondents have agreed that if any work is pending the same shall be



completed before handing over the possession to the Complainant.

- IV. It is agreed by and between all the parties to the Suit that the terms of the Deed of Sale have been agreed to by the complainant and the Respondents and the Deed of Sale is pending approval and that the said Deed of Sale shall be executed before the 31st October 2023. If any objections are raised the Respondents agree and consent that they shall provide all the assistance required in clearing and doing away with the Objections.
- V. All the Parties to the present suit have agreed and decided by and between themselves that the since the entire consideration amount has already been paid by the Complainant to the respondents, the Respondents shall immediately send a letter of possession inviting the Complainant to take possession of the Suit flat and handover the same to the Complainant with immediate effect.
- VI. It is agreed by and between the Complainant and the Respondents that the consideration of Rs. 48,00,000/- (Rupees Forty-Eight Lakhs only) which is the full and final payment of the suit flat is inclusive of GST. The Respondents which are the Developers/Builders/Vendors or the Promoters have acknowledged and accepted that the consideration of Rs. 48,00,000/- (Rupees Forty-Eight Lakhs only) which is the full and final payment of the suit flat is inclusive of GST and the payment towards GST shall be paid by the Respondents as and when required. The Respondents further undertake to pay the GST and that the same shall not be kept pending or passed over to the Complainants.
- VII. It is further agreed by and between the Complainant and the Respondents that the receipts along with the invoice for the payments made towards the purchase of the said flat



shall be issued and a copy of the same shall be handed over by the Respondents to the Complainants.

VIII. The Respondents have accepted and acknowledged the payment of Rs.48,00,000/- (Rupees Forty-Eight Lakhs only) advanced towards purchase of the Suit Flat. The Respondents have also agreed that they have receive the full and final consideration amount towards the purchase of the said flat and have also accepted the amounts as mentioned in the suit by the Complainant.

IX. It is agreed by and between all the parties to the present suit that the Complainant shall be given parking covered with metal sheets in the open area with the said property/ said project or complex. The same shall be marked in red and denoted as P-001 and the same plan shall form a part of the Deed of Sale.

X. It is agreed by and between the parties to the suit that the Respondents shall undertake to install the generator and the lift and ensure it's functioning at the earlier as part of the amenities that were promised to be installed in the said project.

XI. The Complainant agrees and accepts that the Respondents have settled her claims towards expenses incurred towards rental apartment and that she has no further claims with regards to Prayer clause (D) in the suit/ complaint.

XII. That all the suits, compliant, claims, counter claims, cross claims or any disputes of whatsoever nature vis-à-vis the suit property/suit flat shall be deemed to be resolved and stand resolved and closed for all purposes by and between the parties and that all parties agree that they shall not file any further claim/ petition/ suit/application/ appeal or raise any other and further demand etc. against each other in



respect of the suit property/ suit flat including that on consideration save and except the captioned suit.

XIII. All the claims, complaints filed by parties inter-se hereto shall be deemed to be withdrawn/ settled and there shall be no claim and that no party shall pursue any claim in any manner. Further, the execution of this Consent Terms means voluntary withdrawal of all claims against each other and all necessary application be filed.

XIV. It is further agreed by and between the parties that the True Copy of the present Consent Terms shall be attached by respective parties along with their application seeking withdrawal of the suit so as to enable the respective Courts to pass necessary order on the same.

XV. As agreed by and between the parties to the present suit the consent terms shall be incorporated in the terms of the Deed of Sale.

XVI. The above consent terms are executed between the parties hereto after deliberation and discussion amongst themselves and without any coercion.

XVII. The above terms be accepted by this Hon'ble court and accordingly consent decree may be passed."

4. The instant complaint is disposed of as per the above consent terms. The proceedings are closed.

v. jettay 14/9/23
(Vijaya D. Pol)
Member, Goa RERA