

**BEFORE THE AUTHORITY OF THE GOA REAL ESTATE REGULATORY
AUTHORITY AT PANAJI – GOA**

Case No. **3/RERA/Complaint(108)/2020/47**

4/RERA/Adj Matters (9)/2021. @Sangkar

Suraj R. Sangelkar

Son of Rajaram Sangelkar

Aged 40 years, Indian National

Residing at Flat No. 1, 2nd Floor,

Ekawade Building, Quepem – Goa

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Complainant

Versus

Talak Homes And Estates

Through its Managing Partner

A. Mr. Madhav Vishnu Talak

B. Mrs. Sheela Madhav Talak,

Both residents of Comba, Margao – Goa

C. Mr. Arun Vishnu Talak

Resident of Indradhanush Apartments

Borda, Margao – Goa.

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Respondent

CONSENT TERMS

The Complainant and the Respondent have amicably settled their dispute and pray that necessary Orders be passed by this Hon'ble Court as per the mutually agreed following consent terms:

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1. The Complainant declares and covenants that the Respondent has carried out work in the subject matter Flat bearing No. F-8 and has completed the said Flat No. F-8 and got the same ready for the possession and occupation of the Complainant fully and in all respects.
2. The Complainant has got the said Flat No. F-8 fully inspected personally, and is fully satisfied with the quality of the work, materials used and the arrangements made within the same.
3. The Respondent undertakes that they shall not make any internal / external changes to his flat or violate any building bye-laws / regulation violations.
4. The Complainant shall within a period of 4 weeks here from make to the Respondent, the payment of all balance amounts due to the Respondent under the Agreement to Sell dated August 18, 2017, executed by and between the Complainant and the Respondent, and duly registered before the Office of the Sub - Registrar of Quepem, under Reg. No. QPM-BK1-00790-2017 at CD Number QPMD9 on 22-08-2017.
5. 6. The Complainant and respondent undertakes to abide by and adhere to the terms and conditions agreed upon in the Agreement to Sell dated August 18, 2017, executed by and between the Complainant and the Respondent, and duly registered before the Office of the Sub - Registrar of Quepem, under Reg. No. QPM-BK1-00790-2017 at CD Number QPMD9 on 22-08-2017 in full.



7. The Complainant shall, upon completing all payments under the Agreement to Sell dated August 18, 2017, executed by and between the Complainant and the Respondent, and duly registered before the Office of the Sub – Registrar of Quepem, under Reg. No. QPM-BK1-00790-2017 at CD Number QPMD9 on 22-08-2017, ^{the Respondant shall} execute the necessary Deed of Sale conveying the said Flat No. F-8 unto the Complainant.

8. Upon observance of all terms and conditions of the Agreement to Sell dated August 18, 2017, executed by and between the Complainant and the Respondent, and duly registered before the Office of the Sub – Registrar of Quepem, under Reg. No. QPM-BK1-00790-2017 at CD Number QPMD9 on 22-08-2017 and upon registration of the necessary Deed of Sale, the Respondent shall handover the peaceful, open and vacant possession of the Flat No. F-8. The respondent shall provide all the necessary NOC to facilitate smooth transfer of the said flat bearing no F-8 upon registration of Deed of Sale.

9. The Respondent undertakes to provide additional car parking free of cost to the Complainant as compensation towards delay and enclose the said Parking plan to the Deed of Sale as per the plan attached to these consent terms.

10. The Complainant henceforth shall have no claim against the Respondent in respect of the said Flat No. F-8 or the Agreement to Sell dated August 18, 2017, executed by and between the Complainant and the Respondent, and

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duly registered before the Office of the Sub – Registrar of Quepem, under Reg. No. QPM-BK1-00790-2017 at CD Number QPMD9 on 22-08-2017.


10. 11. The Complainant agrees to be a member of the Co-operative Society / Organization / Legal Entity that may be formed by the Respondent in respect of the said Flat No. F-8 and sign all the necessary documents, and also pay all the taxes as applicable and the contributions towards society and maintenance as per Agreement to Sell dated August 18, 2017, executed by and between the Complainant and the Respondent, and duly registered before the Office of the Sub – Registrar of Quepem, under Reg. No. QPM-BK1-00790-2017 at CD Number QPMD9 on 22-08-2017

11. 12. The respondent shall not impose any kind of interest on the balance amount payable by the complainant as the delay is solely due to the incomplete work of the said flat.

12. 13. The Parties have signed these consent terms voluntarily with free consent, and these consent terms are in full and final settlement of all claims arising out of the present dispute.

13. 14. Except for what has been stated hereinabove, the Parties hereto shall have no claim of whatsoever nature against each other in respect of the transactions entered between them heretofore.


Suraj R. Sangelkar
Complainant


Talak Homes and Estates
Respondent

ORDER

Case no. 4/RERA/Adj Matters (9)/2021 shall stand disposed off in terms of the amicable settlement arrived at mutually between the parties. No orders as to costs.



17/03/2022

Adjudicating officer.