



GOA REAL ESTATE REGULATORY AUTHORITY
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F.No:3/RERA/Complaint (456)/2025/ 1112

Date: 20/08/2025

(BEFORE THE MEMBER SHRI VINCENT D'SILVA)

Awanish Kumar,

Age: 40

A 705, Prateek Laurel,

Sector-120, Noida

Gautam Buddh Nagar,

Uttar Pradesh-201301.

.....Complainant

Versus

1. M/s Elite Convergence Developers,

Shop no. 8, Garden Center,

Near ICICI bank,

Mapusa, Goa-403507.

Represented by its partners:-

2. Mr. Vishnudas Vishwanath Korgaonkar,

Age : 48

R/o Boamon-Vaddo,

Siolim, Bardez Goa, 403517.

3. Mr. Crisjoy Fernandes

Age: 43

R/o Porta Wada,

Siolim, Bardez, Goa-403517.

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4. Mr. Sanil Da Costa Frias

Age: 51

R/o Carrem, Socorro,

Bardez, Goa, 403517.

.....**Respondents**

Ld. Advocate Sachin Ramnathkar for the complainant

Ld. Advocate Cipriano Fernandes Barreto for the respondents.

ORDER

(Delivered on this 20th day of the month of August, 2025)

This order shall dispose of the application for consent terms filed by the parties.

2. Briefly stated, the case of the complainant is as follows:-

That the respondents are the developers of the project titled “Areia de Goa Phase II,” situated at Arpora, Bardez, Goa. The complainant had purchased flat nos. 108 and 207 in the said project from the respondents and due to delay in delivery of possession and related issues, the complainant have filed the present complaint. The parties have amicably resolved their differences and now desire to reduce the terms of settlement into writing, which is signed by all the parties and the advocates on record.

3. The consent terms are as follows:

(I). **Possession:**



The respondents agree to hand over physical & peaceful possession of flat nos. 108 and 207 after completion of all common facilities like Swimming Pool, Garden, Lift installation, parking etc. on or before 30th October 2025. However, the keys for flat nos. 108 and 207 shall be handed over by Respondents to the complainant on or before 30.08.2025 after completion of painting, sanitary fittings, electrical fittings, furniture etc. with full readiness of these flats. The respondents shall execute the Sale Deed of these flats within 45 days from 30.10.2025.

(I). **Compensation:**

The Respondents agree to pay compensation of ₹1,00,000/- each for flat nos. 108 and 207, totaling to ₹2,00,000/- which shall be adjusted against any monies due towards consideration for purchase of the said flats from the complainant.

(III). **Free Maintenance:**

The respondents shall provide free maintenance for flat nos. 108 and 207 for a period of 36 months from the date of completion, including completion of common facilities/amenities like swimming pool, lifts, garden, parking etc.

(IV). **Parking:**

One dedicated parking shall be allotted by the Respondents which shall be exclusively reserved & used by the Complainant.

(V). **Defect Liability:**

The respondents shall be responsible for defect liability of the SAID FLATS for a period of 5 years from the date of Possession.

(VI). The Respondents shall share the name & contact details of all other flat owners of 'Areia De Goa, Phase-II' with the Complainant latest by 30.08.2025.

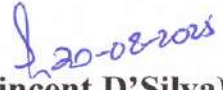
(VII). **Undertaking:**

The complainant undertakes not to initiate any future legal proceedings against the respondents in relation to flat nos. 108 and 207, provided the terms herein are complied with by the Respondents as per agreed schedule/terms. Nothing contained hereinabove shall prevail, if the same is contrary to the provisions of 'The Real Estate (Regulation and Development) Act', 2016 (RERA).

4. I am satisfied that the parties have settled the matter amicably between themselves, thereby putting to an end to the dispute referred

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above and therefore, the application for consent terms filed by the parties stands disposed of as settled.


(Vincent D'Silva)
Member, Goa RERA

Panaji, Goa.

Date: 20.08.2025