



GOA REAL ESTATE REGULATORY AUTHORITY

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F.No:3/RERA/Complaint (379)/2023/1147

Date: 29/08/2025

(BEFORE THE MEMBER SHRI VINCENT D'SILVA)

1. **Mrs. Anita Kiran Kendadmth,**
2. **Shri Kiran Shantayya Kendadmth,**

Both resident of Kiran Residence,
10th Cross, Saptapur, Dharwad,
Karnataka-580001.

.....Complainants

Versus

1. **Shri Pedro Joaquim Correia Afonso,**
2. **Smt. Isabelle Coelho Correia Afonso,**

Both resident of H.No. 573, Pulwado,
Benaullim, Salcete, Goa-403716.

3. **Shri Shrinivas Dattatraya Thorwat,**
R/o Ambica Realty, AT-1, 3rd Floor,
Pancharatna Co-Operative Housing Society,
Above Borkar Super Stores,
Margao, Salcete, Goa-403601.
4. **Smt. Vrishali Vilas Dumale,**

R/o, C/o Shrinivas D. Thorwat,
Villa A-14, CD Countryside, Near Hotel Shivam,
Fatorda, Margao, Goa, 403602.

.....Respondents

Ld. Advocate Shri Pritesh Shetty for the complainants.
Ld. Advocate Shri Pritam Morais for Respondent no. 3 and 4.
Respondent no. 1 and 2 absent.

ORDER

(Delivered on this 29th day of the month of August, 2025)

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

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

The complainants have filed the application against the respondents for a direction to deliver possession of unit, payment in penalty, execution of sale deed and rectify mistakes as per the agreement. The respondent no. 3 and 4 filed a reply and the matter was fixed for final argument/settlement.

3. Both the parties have amicably decided to settle all the claims pertaining to the above case and have filed the consent terms, which are as follows:-

- i. The Respondent no. 3 and 4 agree that they have received entire consideration amount for the said Villa no. 11 and that the respondent no. 1, 2, 3 and 4 say they have no further claim against the Complainants, whatsoever.

- ii. The Complainants confirm that they have received the possession of the said Villa no. 11 from the respondents and that they have accepted the fixtures and amenities as provided in such Villa. The complainants shall not raise any further disputes and/or grievances in respect of such amenities and/or fixtures in respect of such amenities and/or fixtures and/or construction, and at any future, there shall be no scope for any claim with respect to Villa no. 11. The respondent no. 3 and 4 agree as per RERA Act that the Respondent no. 3 and 4 would be governed under warranty and if any claim have to be entered within the purview of RERA Act.
- iii. As per full and final settlement of all the claims of the complainants against the respondents in respect of the purchase of the said Villa no. 11, the respondent no. 3 & 4, shall pay to the complainants a consolidated settlement amount of ₹9,00,000/- (Rupees Nine Lakhs only).
- iv. The Settlement amount of ₹9,00,000/- (Rupees Nine Lakhs only) shall be paid through Demand Draft only by the respondent no. 3 & 4, to the complainants in installments and towards payments of such installments, the below mentioned demand drafts have to be issued by the respondent no. 3 in favour of the complainants:-
 - (a). An amount of ₹2,50,000/- (Rupees two lakh fifty thousand only) has to be paid to complainant no. 1 by issuing in her favour, Anita K. Kendadmam, by Demand Draft on or before 26.05.2025, for the amount of ₹2,50,000/- (Rupees two lakh fifty thousand only) to be deposited in Goa-RERA.

(b). An amount of ₹2,50,000/- (Rupees two lakh fifty thousand only) has to be paid to complainant no. 2 by issuing in his favour, Kiran S. Kendadmath, by Demand Draft on or before 26.05.2025, for the amount of ₹2,50,000/- (Rupees two lakh fifty thousand only) to be deposited in Goa-RERA.

(c). An amount of ₹2,00,000/- (Rupees two lakh only) has to be paid to complainant no. 1 by issuing in her favour, Anita K. Kendadmath, by Demand Draft on or before 25.08.2025, for the amount of ₹2,00,000/- (Rupees two lakh only) to be deposited in Goa-RERA.

(d). An amount of ₹2,00,000/- (Rupees two lakh only) has to be paid to complainant no. 2 by issuing in his favour, Kiran S. Kendadmath, by Demand Draft on or before 25.08.2025, for the amount of ₹2,00,000/- (Rupees two lakh only) to be deposited in Goa-RERA.

v. Both the complainants and Respondents no. 3 & 4 agree if the respondents no. 3 & 4 do not adhere to the commitment of making both the payments on dates as mentioned above, then only both the parties would again be reverted back to decide the said matter on merits as the consent terms would not be having any binding effect on both the parties due to the breach by the respondents and the said consent terms would be considered null and void. The said Regulatory Authority would then proceed to hear both the parties on merits and finally dispose the same.

vi. The said consent proceedings can be disposed of only after all the payments as per the consent terms are done by respondents

3 & 4 and only if the amounts are not paid as per above terms mentioned at Para (iv) above, then the Authority is at a liberty to hear both the complainants and the respondents on merits.

- vii. Upon receipt of the above settlement amount of ₹9,00,000/- (Rupees nine lakh only), all claims of the complainants against the respondents shall stand fully settled and discharged and the complainants shall not be entitled to raise same claims of whatsoever nature against the respondents in respect of the subject matter of the present dispute and/or in respect of purchase of the suit Villa no. 11 and/or any such connected matter.
- viii. Upon signing these consent terms, the respondents shall initiate the process of formation of the maintenance society for the building complex and the complainants shall assist the respondents in such formation. The said formation of the society would be done within six months from signing of the consent terms. It is agreed by the Respondent no. 3 and 4 that they have received entire consideration amount towards Share Money of ₹1,50,000/-, deposited towards provisional monthly contribution towards outgoing of society of ₹50,000/- from the Complainants, and the said amounts have already been mentioned in the Sale Deed. The said amount collected by respondents 3 & 4 towards share money are to be transferred to the Bank account of the society [opened] and the detailed accounts in respect to the monies spent towards monthly outgoing for maintenance of Society should be provided to the

allottee(s)/Complainants and balance transferred to the society's bank account.

- ix. To start with the total no. of units in Phase I and II in the complex are 11 units of which 3 units belong to respondent no 1 & 2, the onus of getting the said signatures for the formation of society for the 3 units belonging to respondent 1 & 2 would be on respondent 3 & 4 and the remaining required would be provided by the complainants to start the process of formation of the society. For the formation of society at least 6 unit members are required to come forward and start the registration process, the assistance needed from the complainants is only limited to an extent of obtaining signatures of the allottee(s). The said documents on which signatures needed to be obtained would be provided to the Complainants by the Respondent no. 3 and 4 and the same shall be recorded in writing on registered email.
 - x. The contents of these consent terms shall supersede all other agreements, arrangements, understanding, correspondence and representations between the parties hereto with respect to the subject matter of the present consent terms.
 - xi. Except as stated above, the complainants and/or any person claiming through the complainants shall not have and/or raise any further claims against the respondents.
 - xii. Both the parties shall bear their own costs.
4. It is a matter of record that on 26.05.2025, the respondent no. 3 and 4 in pursuance to settlement arrived and the consent terms signed

between the parties paid ₹5,00,000/- (Rupees Five Lakhs only) vide demand drafts in respect of payment of the part settlement as follows:-

a) Demand Draft bearing No. 026123, dated 26.05.2025, drawn on HDFC Bank, issued in favour of Ms. Anita Kiran Kendadmath, for the value of ₹2,50,000/- (Rupees Two Lakhs Fifty Thousand only).

b) Demand Draft bearing No. 026120, dated 26.05.2025, drawn on HDFC Bank, issued in favour of Mr. Kiran S. Kendadmath, for the value of ₹2,50,000/- (Rupees Two Lakhs Fifty Thousand only).

5. It is a matter of record that on 26.08.2025 and 29.08.2025, the respondent no. 3 and 4 in pursuance to settlement arrived and the consent terms signed between the parties paid ₹4,00,000/- (Rupees Four Lakhs only) vide two demand drafts and cash in respect of payment towards full settlement as follows:-

a) Demand Draft bearing No. 007732 dated 26.08.2025, drawn on HDFC Bank, issued in favour of Mr. Kiran S. Kendadmath, for the value of ₹2,00,000/- (Rupees Two Lakhs only).

b) Demand Draft bearing No. 007731 dated 26.08.2025, drawn on HDFC Bank, issued in favour of Mrs. Anita Kiran Kendadmath, for the value of ₹1,00,000/- (Rupees One Lakh only).

c) Cash of ₹1,00,000/- (Rupees One Lakh only) paid to Praveenkumar Shantayya Kendadmath on behalf of Mrs. Anita Kiran Kendadmath on 29.08.2025.

6. The parties have filed an application confirming that a total sum of ₹9,00,000/- as agreed in terms of the consent terms have been paid

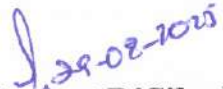
and that all the Villa owners have formed the society towards maintenance of the complex and that all the terms of the consent terms filed are met and satisfied and all the claims pertaining to the consent terms are fulfilled. I have perused the contents of the consent terms and the application filed by the parties confirming the payment of the sum of ₹9,00,000/- as agreed by the parties as well as formation of the society towards the maintenance of the complex and I am satisfied that all the terms of the consent terms filed are met and satisfied and all the claims pertaining to the consent terms are fulfilled amicably between themselves, thereby putting an end to the dispute referred above and therefore, the consent terms filed by the parties stands disposed of as settled.

7. In view of above, I pass the following:-

ORDER

The consent terms filed by the parties stands disposed of as settled.

Proceedings closed.


(Vincent D'Silva)
Member, Goa RERA

Panaji, Goa.

Date: 29.08.2025