



## GOA REAL ESTATE REGULATORY AUTHORITY

101, 1<sup>st</sup> Floor, 'SPACES' Building, Plot No. 40, EDC Patto Plaza, Panaji 403 001Goa  
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F.No:3/RERA/Complaint( 361)/2023/ 1274

Date: 12/12/2023

**Neeta P Kalangutkar,**  
Resident of H.No. 372,  
Mahalaxmi Nagar Telaulim,  
Ponda Goa-403707.

.....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 12.12.2023)**

This order disposes of the complaint filed under 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 flat in all respects and handover the possession of the said flat to the complainant; to execute the deed of sale; to pay compensation of ₹5,00,000/- (Rupees Five Lakhs only) to the complainant; to

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rectify the structural changes made to the building without any permission/ approval of the concerned authorities and two third of the purchasers; to pay a sum of ₹1,00,000/- (Rupees One Lakh only) to the complainant as expenses incurred towards engaging of lawyer and legal fees; to provide the basic amenities as promised in the agreement for sale and to direct the respondents not to charge unreasonable and illegal GST and to show proper statement of accounts to the complainant.

2. According to the complainant, the deceased husband of respondent no. 2 i.e., Shri Late Sanjay Chandrakant Gaude commenced the construction of a multi storied building in the property known as "Zambul Gallum" situated at Village Socorro, Bardez North Goa and the name of the project is "Casa Maria Arlette" and in the said project the complainant decided to purchase a flat. The complainant states that she entered into an agreement for sale dated 07.05.2019 and paid an amount of ₹52,80,000/- (Rupees Fifty Two Lakhs Eighty Thousand only) towards the sale consideration of the said Flat no. 101, situated on the second floor of the said building and as per the said agreement, the respondent no. 1 had agreed to handover the possession on or before 15.12.2020 but till date has not completed the same in all respects. According to the complainant, the respondent no. 2 is the legal heir of late Shri Sanjay Chandrakant Gaude and the rights to the proprietorship of respondent no.1 is vested in the respondent no. 2. It is the case of the complainant that inspite of multiple reminders, the

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respondents have failed to execute and register the sale deed and also failed to handover the possession of the said flat to the complainant even though the complainant has been willing to pay the remaining amount towards electricity, water and other charges. Hence the prayers of the complainant as stated above.

3. Reply was filed by the respondents, wherein it is stated that the complainant has only paid an amount of ₹42,80,000/- and that an amount of ₹7,60,000/- is due and payable by the complainant to the respondent. It is further stated that the said premises was ready for possession since August 2021 and due to sudden demise of respondent no. 2, the said flat could not be handed over to the complainant as the respondent no.2 was not having any legal authority to execute the sale deed. The respondent no. 2 also referred to covid pandemic from the year 2020 due to which the premises could not be completed in time. The respondents referred to the possession letter cum reminder of payment for the said flat dated 15.10.2022 and informed the complainant to settle the balance amount, however according to the respondents, till date the complainant has not shown willingness to settle the said amount. Rest of the allegations are denied by the respondents.

4. Ld. Advocate Diksha Parab 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 dispute and accordingly filed the following consent terms before the Authority:-

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"I. The parties heretoafter deliberation and discussion amongst themselves and without any coercion have agreed to amicably settle all their 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 outherein 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. 101, situated on second floor, having an area admeasuring Super Built up area of 116.01 Sq. Mts., i.e., Carpet area of 67.81 Sq. Mts., and with one stilt car parking no. P-101 known as the "SUIT Flat" in the SAID PROJECT named as "CASA MARIA ARLETTE", constructed/ developed in property known as "ZAMBUL GALLUM" situated at Socorro Village, within the territorial jurisdiction of the Village Panchayat of Socorro, Bardez, North-Goa, Goa. Described in the Land Registrations 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,

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admeasuring 1000 Sq. Mts., 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 aspects 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 31<sup>st</sup> December 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

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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 acknowledge 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 that 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 Respondent have accepted and acknowledged the payments of Rs. 48,00,000/- (Rupees Forty-Eight Lakhs Only) advanced towards purchase of the Suit Flat along with the payment towards GST. The Respondents have also agreed that they have received 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 within the said property/ said project or complex. The same shall be marked in red and denoted as P-101 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 earliest as part of the amenities that were promised to be installed in the said project.

XI. That all the suits, complaints 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

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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.

XII. 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.

XIII. 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.

XIV. 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.

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

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

5. Perused the aforesaid consent terms, which are not against public policy. Hence, the instant complaint is disposed of as per the aforesaid consent terms.

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