



# GOA REAL ESTATE REGULATORY AUTHORITY

DEPARTMENT OF URBAN DEVELOPMENT

GOVERNMENT OF GOA

101, 1<sup>st</sup> Floor, 'SPACES' Building, Plot No. 40, EDC Patto Plaza, Panaji 403 001 GOA

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F.No:3/RERA/Complaint(280)/2021/A34

Date: 06/06/2022

**Mrs. Arati Avinash Vernekar**

H.No. 87, Kamat Colony Sattari,

Margao, Navelim, South-Goa, 403707.

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**Complainant**

V/s

**1. M/s S.V. Developers, through partner Kiran Dabolkar**

Shree Vastu Garden, Kadapawado,

Survey No. 103, Cunchelim,

Mapusa, Bardez, Goa-403507

**2. Mr. Kiran Dabolkar,**

R/O 95-C-5-Guimaris,

Near Bombay High Court,

Altinho, Panaji-Goa, 403001

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**Respondent(s)**

## ORDER

Dated 01/06/2022

The complainant entered into an agreement of finance and sale dated 12/02/2020 with the respondents wherein the complainant agreed to purchase the flat bearing no. T-6 having built up area of 65.00 sq. meters on the third floor of the building, 'Shree Vastu Garden' under chalta No. 103 of P.T. sheet No.5 at Cuchelim, Mapusa, Bardez Goa along with proportionate undivided right in the land including open car parking, incidence of staircase, elevator and passages, which agreement was duly registered and thereafter the parties executed Deed of Rectification dated 14/08/2020, by virtue of which flat no. T-6 was corrected as flat no. T-5.

2. According to the complainant, as per the said agreement, the respondents agreed to handover possession of the said flat No. T-5 to the complainant on or before 15/05/2020, however, the respondents failed to handover the possession of the said flat to the complainant and hence the complainant filed the complaint under Section 31 of The Real Estate (Regulation and Development) Act, 2016. In the said complaint, the complainant has prayed for the delivery of possession of the said flat, interest for every month delay in handing over the possession as well as compensation.

3. When the matter was fixed for the reply of the respondents, no reply was filed since the parties settled the matter amicably between them. The consent terms signed by both the parties were filed on 01/06/2022, the relevant paras of which are reproduced herein below:-

“1. That both the parties have agreed to compromise the matter based on the mutual discussion held on 07.05.2022 between the parties.

2. The complainant agreed on the representation of the respondents that till the time the permanent (III phase) Electricity connection is made available to the Flat No. T5 of the complainant, the Respondent shall provide temporary electricity connection to the said flat. It is further agreed by the Respondent to release III phase connection within a period of 4 months from 01.06.2022 (i.e) on or before 30.09.2022.

3. The complainant agreed on the representation of the respondents that, till the time the permanent P.W.D water connection is made available to the flat No. T5 of the complainant, the Respondent shall provide temporary supply of water connection to the said flat.



It is further agreed by the Respondent to provide P.W.D water connection within a period of 4 months from 01.06.2022 (i.e) on or before 30.09.2022.

4. The Respondents further undertakes to install the lift, Generator, Club House, CCTV surveillance and shade on the Terrace, within a period of 3 months from 01.06.2022 (i.e) on or before 31.08.2022.

5. The respondents further undertakes to provide parking slot (Vehicle) as agreed under the agreement for sale and finance, within a period of 2 months from 01.06.2022 (i.e) on or before 31.07.2022.

6. The Respondents further undertakes to maintain the cleanliness in the surrounding area and hygienic environment from the day of handing over possession of the said flat, till the formation of the society.

7. The respondents undertakes to complete the full project, with promised amenities as per the agreement for sale and finance, within a period of 4 months from 01.06.2022 (i.e) on or before 30.09.2022.

8. It is further agreed by the Respondents to provide temporary partition between A wing & B wing, till full functioning of the lift and completion of entire project.

9. It is further agreed the Respondents to repair broken compound wall and the trees from the surrounded area be trimmed within a period 3 months from 01.06.2022 (i.e) on or before 31.07.2022.

10. The Respondents further agreed to provide Compensation of Rs.1,50,000/- (One Lakh Fifty Thousand only) as full and final settlement towards the abovementioned complaint of the Complainant.

11. The Complainant accept and acknowledge the amount of Rs. 1,50,000/- (One Lakh Fifty Thousand

only) which shall be deducted by the Respondent from the amount Rs. 2,07,279/- (Two Lakhs Seven Thousand Two Seventy Nine only.) mentioned in clause 11 read with clause 10 of agreement for sale and finance. On such deductions the respondent shall draw a receipt and communicate to the complainant.

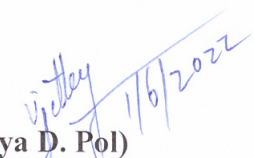
12. The Complainant agrees to make the payment of the remaining amount of Rs, 57,279/- (Fifty Seven Thousand Two Seventy Nine only.) mentioned in clause 11 read with clause 10 of agreement for sale and finance at the time of sale deed of the said flat, to complete the pending work of the building.

13. It is mutually agreed by the both parties if one of the party to the agreement fails to adhere by these consent terms in terms of the agreement for sale and finance, either party is entitle to approach the concern authority to claim appropriate reliefs.

14. That both the parties mutually agreed to abide by the consent terms as mentioned above.”

4. Since, the parties have settled the matter between themselves by filing the aforesaid consent terms, nothing survives in the present complaint.

The present complaint is therefore, disposed of as per the aforesaid consent terms.

  
(Vijaya D. Pol)  
Member, Goa RERA