



**GOA REAL ESTATE REGULATORY AUTHORITY**  
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F.No:3/RERA/Complaint (378)/2023/1148

Date: 29/08/2025

**(BEFORE THE MEMBER SHRI VINCENT D'SILVA)**

**1. Dr. Navaratna Dundappa Bembalagi,**

**2. Praveenkumar Shantayya Kendadmath,**

Both resident of Kiran Residence,

10<sup>th</sup> Cross, Saptapur, Dharwad,

Karnataka-580001.

**...Complainants**

*Versus*

**1. Shri Pedro Joaquin Correia Afonso,**

**2. Smt. Isabelle Coelho Correia Afonso,**

Both resident of H. No. 573, Pulwado,

Benaulim, Salcete, Goa-403716.

**3. Shri Shrinivas Dattatraya Thorwat,**

R/o Ambica Realty, AT-1, 3<sup>rd</sup> 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 29<sup>th</sup> 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 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 claim 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. 10 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. 10 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. 10. 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 suit villa 10, 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 installment's 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, Navaratna D. Bembalagi, 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, Praveenkumar S. Kendadmath, by a 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, Navaratna D. Bembalagi, 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, Praveenkumar 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 is done by respondents 3 & 4 and only if the amount 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. 10 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 societys bank account.


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