



GOA REAL ESTATE REGULATORY AUTHORITY

DEPARTMENT OF URBAN DEVELOPMENT

GOVERNMENT OF GOA

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

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No.3/RERA/Complaint (154)/2020/ 39

Date: 16/01/2023

Prabhus Emerald Owners Welfare Association,

A, 401, 4th Floor Prabhus Emerald Complex,

Dabolim, South Goa, 403801.

.....Complainant

Versus

Prabhu Realtors,

Shop no. 1, Murgao Avenue,

Near Desterro Church, Vasco,

South Goa, 403802.

.....Respondent

ORDER

(Dated 16.01.2023)

This order disposes of the complaint filed under Section 31 of the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as 'the RERA Act'), wherein the reliefs sought from this Authority by the complainant is the proper maintenance and sale deed from the respondent in respect of the project Prabhu's Emerald situated at Dabolim, Mormugao Taluka. Supplementary complaint was also filed before this Authority by the complainant.

2. Reply was filed by the respondent to the aforesaid complaints. Both the parties filed documents and affidavits. During the course of the hearing, both the parties settled the matter and I.d. Advocate Shri G. Naik for the complainant and I.d. Advocate Shri G. Kudchadkar for the respondent filed consent terms which are inter alia as follows:-

CONSENT TERMS

“I. The Respondent herein agrees to the revision of clauses incorporated in the revised Deed of Sale annexed hereto to be executed between the Complainant members (except those with whom the Sale Deed is already executed) and the Respondent. The Complainant shall submit copy of the Agreement, copy of PAN Card and Aadhar Card of the members of the Complainant to the Lawyer of the Respondent. Once the deed is drafted, the Complainant through its authorized person shall collect the prints, have the same executed by its respective members and shall submit to the office of the Respondent for execution, who shall execute the submitted Sale Deeds within 30 days from the date of submission for execution and once executed by the parties to the deed, the Complainant shall inform the Lawyer of the Respondent for proceeding with registration of the Deed. The said annexed Sale Deed shall be a standard format of Sale



Deed document for execution between the Vendor cum Developer/Builder and the members of the Complainant as on date (except with whom sale deed is already executed), before the Sub Registrar of Mormugao, Vasco da Gama but subject to agreement executed with each member of the Complainant. The Complainant declares that its member shall bear and pay all the costs and expenses involved in the drafting and registration of the Sale Deed viz. Stamp Duty, registration fees (to be calculated at the rate per Square Meters as instructed by the Sub- Registrar), Process fees, cost of xerox of the deed of green pages, cost of xerox of copies of power of attorneys involved, legal fees and misc. expenses at Sub-Registrar office (Rs. 7500/- per Deed) the last two payable to the undersigned Lawyer of the Respondent at the time of submission of individual agreement for drafting of sale deed. All Xeroxing shall be done by the Complainant. Notwithstanding what has been stated above, in respect of those members of the complainant who are currently out of station, the time limit as provided above to commence from the date of written intimation to the Lawyer of the respondent of their availability in Goa for execution and registration of the Deed.



(copy of the Deed of Sale Draft shall be annexed to the present consent terms as also the List of Members of the Complainant)

- II. The Respondent agrees to register a Maintenance Co-operative Society on respect of 'A', 'B', 'C' blocks of the Prabhu's Emerald complex and hand over the maintenance to the Society after rectification all the defects, if any, keep STP unit and Bore wells in perfect working condition and upgraded, provide society office with office equipments (Like Tables, Almariahs, Chairs etc).
- III. The said Maintenance Co-operative society shall be formed within two month from executing the present consent terms. However, the Respondent shall maintain the Complex till August 2023.
- IV. **MAINTENANCE/ REPAIR ISSUES**

The Respondent herein agrees and undertakes to carry out the following maintenance/ repair works and take action as required.

- a. The respondent shall make available his representative/ Supervisor/stationed person for 8 hours in a day to look after and resolve the CCTV related issues. The Respondent further agrees to provide CCTV additional coverage in the complex.



- b. The Respondent stated that in order to curtail the smell from STP unit at the backside of 'C' building, he has engaged a consultant to upgrade the STP by filtration method and that he has already placed a purchase order for the said work, All expenses shall be paid by Respondent.
- c. The Respondent agrees and undertakes to repair the approach road behind 'C' building to the satisfaction of Complainant.
- d. The Respondent agrees and undertakes to repair the water leakages occurring in the sanitary pipelines and storm water pipes for draining rain water and supporting iron frames in the 'A', 'B', 'C' blocks of the complex by providing a plumber along with a supervisor to carry out the said works. The Complainant shall depute their one representative from each block for identifying the leakages etc and for supervising the work.
- e. The Respondent agrees and undertakes to repair/ replace the broken and loose tiles in the parking lots of 'A', 'B', 'C' blocks of the complex.
- f. The Respondent has stated that he has renewed the Fire license and obtained NOC from the concerned Government authority. The Respondent further undertakes to maintain the fire related equipment in working condition at all times in the complex.



- g. The Respondent agrees and undertakes to repair/ replace the electrical panels in the parking lots of 'A', 'B', 'C' blocks of the complex annually by powdered coating panels/painting.
- h. The Respondent agrees and undertakes to provide Notice boards in all the buildings next to respective lift area for displaying the mobile number and police clearance certificate of the security personnel and that of the supervisor. The Respondent stated that he has awarded a security contract to an Agency for providing 24 hours security in the complex. The Security personnel will be engaged in the complex in due course.
- i. The Respondent also agrees to do painting of staircase, corridors, parking areas and internal duct systems of all the three blocks before handing over of maintenance to the Society within two months.
- j. The Respondent agrees and undertakes to change the direction of exhaust pipes of the Generators installed in 'B' block towards the open area from the existing position to reduce the fumes presently directed towards the flats.

The Respondent herein agrees to complete all the above works at his cost within two month from the date of signing this consent terms.



V. The parties hereto acknowledge that clause 10 (xii) of the Draft Sale deed allocating designated parking slot is applicable only to those members of the complainant in whose agreement designated parking is mentioned while for those in whose agreement open parking slot is provided, the clause 10 (xii) as mentioned in the draft sale deed shall be replaced by following clause:

“The purchase shall park his/her their vehicle in the open car parking space as allotted and earmarked by the vendor-cum-developer/builder.”

While in respect of those members of the Complainant in whose agreement designated parking slot or open parking is not reserved, the clause 10 (xii) as mentioned in the draft sale deed shall be replaced by following clause:

“This Deed does not reserve any parking slot to the PURCHASER/S in the Said Complex as corresponding to the SAID PREMISES”

VI. The Complainant and the Respondent state that they have fully understood the contents of the present Consent Terms and have executed the same without any force, coercion, misrepresentation or undue influence.



VII. The Respondent agrees and undertakes to honour all the commitments/ agreement reached with the Complainant as detailed out in herein in these consent terms.

VIII. The Complainant in the aforesaid circumstances, have no claim of whatsoever nature as against Respondent, whether arising from the agreements executed with individual members of the Complainant or whether arising on account of alleged violation of any provision of Real Estate Regulatory Act, except for specific performance of the present consent terms and thus the Complainant be disposed off in terms of Consent Terms with no order as to cost to any party.”

3. After going through the entire records of the case, the instant complaint is disposed of as per the aforesaid consent terms and proceedings are closed.

Vijaya D. Pol
16/1/2023
(Vijaya D. Pol)
Member, Goa RERA