



GOA REAL ESTATE REGULATORY AUTHORITY

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F.No: 3/RERA/Complaint(508)/2025/ **1191**

Date: **12/08/2026**

Sujeet Shetty and

Renuka Ramchandra Acharya,

J 8/7 Jalmangal Deep, Ayappa Road,

Bangur Nagar, Goregaon West,

Maharashtra Mumbai Suburban-400090.

.....**Complainants**

V/s

Provident Housing Limited

8 Shilpa Regency Ulsoor Road,

Banglore ,Karnataka,

Bangalore Urban-560042.

....**Respondent**

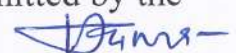
ORDER

(12/08/2026)

- 1) This order disposes of the online complaint dated 23/09/2025 filed vide complaint no. 3/RERA/Complaint (508)/2025 by Sujeet Shetty and Renuka Ramchandra Acharya (complainants) before the Goa Real Estate Regulatory Authority (Goa RERA) against the Provident Housing Limited, under Section 31 of the Real Estate (Regulation and Development) Act, 2016 (herein after referred to as 'the Act') alleging delay in possession as against the due date of handing over of the possession 01.09.2022 promised vide clause 14

of the Agreement for Sale dated 30.11.2018 (herein after referred to as 'the said agreement') entered into with the Respondent qua purchase of a Unit no. A-103, Row 16, Block -5, First Floor in the project of the Complainant named as "**ADORA DE GOA 6-PARK RESIDENCES**" (hereinafter referred to as the subject property).

- 2) The Complainants have submitted that, the project "**ADORA DE GOA 6-PARK RESIDENCES**" is registered under Goa RERA vide registration no. PRGO07180562.
- 3) The Complainants have stated that as against total consideration of the subject property of Rs.43,49,000/-, they have already paid a total amount of Rs.42,77,000/- to the respondent/promoter and despite the same, the respondent have failed to handover the possession till date though the same was promised to be handed over by 01.09.2022 vide Clause 14 of the said agreement. The complainants have further submitted that besides above they have also suffered financial hardships by paying an interest of approx. Rupees Fourteen Lakhs as they had availed a home loan for the purposes of the purchase of the subject property.
- 4) The complainants have thus claimed that the delay in possession has deprived them not only of rental income and use of property, the complainant have also suffered immense mental harassment and anxiety.
- 5) The complainants stated that they also noticed a major discrepancy in the Occupancy Certificate, where the row in which the said Flat is located has been misrepresented as consisting of 1 BHK units, although the Complainants booked and paid for a 2 BHK unit which is evidenced by the allotment letter. It was further submitted by the



complainant that the act of the respondent being clear incidence of mis-representation, falls under the ambit of unfair trade practices.

- 6) In view of the above, the complainants sought relief of interest liability of the promoter for delay in giving possession till the date of actual possession, in terms of section 18(1) of the Act besides the interest amount of approx. Rupees Fourteen Lakhs paid to the bank. The complainants also sought correction and reissue of the Occupancy Certificate and handing over of the possession of the subject property to them. Additionally, The complainants prayed for grant of compensation of Rupees Ten Lakhs and also refund of the entire amount of Rs.56,74,690/- in case of the handing over of the possession of subject property is getting delayed inordinately.
- 7) Upon furnishing of the notarized copy of the complaint and the requisite supporting documents by the complainant, a Notice dated 17/12/2025 was issued to the Respondent for appearance and reply on 08.01.2026. Respondent though appeared on the said date but sought time to file reply and the matter was thereafter fixed for submission of reply by the respondent on 21.01.2026. On 21.01.2026, both the parties, however, submitted that they were exploring the possibilities of amicable mutual settlement of the issue and sought time for the purpose.
- 8) Further during the course of hearing, both parties sought several adjournment/extensions to finalize settlement and on 28/07/2026 filed the consent terms which were duly notarized and jointly signed by both the parties. The said consent terms read as follows:



9) CONSENT TERMS

"The parties to the present Complaint have amicably resolved their disputes concerning the cancellation of Unit No. Row 16, Unit A-103 (Phase 6), in the project developed by the Respondent, Provident Housing Limited, namely "Adora De Goa," situated in Goa.

The terms and conditions of the settlement mutually agreed upon by the parties, pursuant to discussions and negotiations held between them, are set out hereunder:

- a. The Complainant hereby irrevocably confirms and agrees to the cancellation of the allotment of Unit bearing no. Unit No. Row 16, Unit A-103 (Phase 6), in the project known as "Adora De Goa." In furtherance of the said cancellation, the Complainant shall execute a Deed of Cancellation, along with such other documents, declarations, and writings as may be necessary or required by the Opponent, to give full force and effect to the cancellation and consequent termination of the Agreement executed between the parties in respect of the said Unit.*
- b. The complainant confirms that upon the execution and registration of the Deed of Cancellation, the Agreement shall stand validly and effectively cancelled and terminated, and complainant shall not have any right, title, interest, claim, or entitlement arising therefrom, except as expressly provided under the terms of the present Consent Terms.*
- c. This Consent Terms records the full and final settlement*



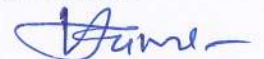
mutually agreed upon between the parties, including the aggregate settlement amount of Rs. 62,00,687/- (Rupees Sixty-Two Lakhs Six Hundred Eighty-Seven only) payable vide Demand Draft in respect of the cancellation and termination of the Agreement pertaining to the said Unit, and the complete resolution of all disputes, differences, claims, counterclaims, demands, and causes of action, whether present or future, known or unknown, arising out of or in connection with the said Agreement, the subject Unit, and the present Complaint.

- d. *The parties have mutually agreed to cancel and terminate the Agreement executed in respect of the aforesaid Unit. In consideration of the cancellation of the Agreement and the Complainant's waiver of all rights and claims in respect of the said Unit, the Respondent shall pay, and the Complainant shall accept, the settlement amount specified in these Consent Terms.*
- e. *The Respondent undertakes to hand over the Demand Draft to the Complainant simultaneously with the execution of the Deed of Cancellation on the date of cancellation. A copy of the Demand Draft is annexed hereto as Annexure I for the reference and record of the Hon'ble RERA Authority.*

<i>Demand Draft no.</i>	<i>588582 (Date 16th July, 2026)</i>
<i>Amount:</i>	<i>Rs. 62,00,687/-</i>
<i>Drawn on:</i>	<i>ICICI Bank (Branch: M G Road, Bangalore)</i>
<i>Favouring:</i>	<i>Mrs. Renuka Ramachandran Acharya</i>



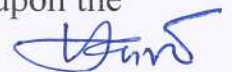
- f. *The Complainant hereby agrees and undertakes to withdraw the present Complaint pending before the Hon'ble Goa RERA Authority upon receipt and realization of the settlement amount agreed under these Consent Terms.*
- g. *The Respondent will provide the Complainant with document evidencing the GST amount paid to the Government on their letterhead in respect of the aforesaid Unit. The Complainant shall be entitled to claim the applicable GST refund directly from the GST Authorities by filing the requisite application(s) in accordance with the applicable law. The Respondent will extend co-operation with complainants in seeking refund.*
- h. *The Respondent confirms that the Stamp Duty has been paid directly to the Government. The Complainant shall be entitled to claim the applicable Stamp Duty refund directly from the competent authority in accordance with the applicable law upon submission of the requisite documents upon receipt of copy of executed Deed of Cancellation. Upon execution of the Cancellation Deed, the Respondent shall procure the registered copy of the same from the office of the Sub-Registrar and furnish a copy thereof to the Complainant within 10-15 days from the date of its execution. The Respondent will extend co-operation with complainants in seeking refund.*
- i. *The parties agree and confirm that this full and final settlement arrived at is critically confidential and agree not to disclose the terms of settlement including but not limited*



to the amounts mentioned herein above as this settlement is confidential in perpetuity."

10) Both parties while submitting the jointly signed copy of consent terms on 28.07.2026, also informed that they would be shortly executing the Deed of Cancellation of Agreement for Sale executed and registered on 30.11.2018. On the next date of hearing i.e. 12.08.2026, both the parties further informed that they have already executed and registered the said cancellation deed on 31.07.2026.

11) The scheme of The RE (R&D) Act, 2016 accords a definite primacy to agreement. Various functions and duties of the promoter and allottees including protections in favour of the allottees under the Act; have been specified with reference to execution and Registration of the Agreement for Sale. Further, any major modifications, changes or deviation qua the agreement particularly relating to alteration or additions in the sanctioned plans/ layout plans and specification of the buildings etc. and transfer of real estate projects to a third party etc; could only be effected with previous written consent of the allottees. Pertinently, the promoter though has been vested with the right to cancel the allotment under the provisions of Section 11(5) of the Act; the said right, however can be exercised only in terms of agreement for sale and the allottee has a right to approach the Authority for relief against such cancellation if the same is not in accordance with the terms of agreement for sale or without sufficient cause or is unilateral. It is thus clear that not only material changes in the agreement but even the cancellation of the agreement could be effected based upon the



consent of the parties. In above view of the matter, the issue raised by the complainant as noted at Para 1 to 4 above, could always be settled mutually.

12) In view of the above and the fact that parties have filed jointly signed 'Consent Terms' which are also duly notarized, I am satisfied that the parties have voluntarily agreed to settle the matter amicably between themselves, thereby putting to an end to the dispute. The complainant vide Memo for Withdrawal of Complaint, has stated that it does not wish to pursue the instant complaint any further and seeks withdrawal. Accordingly, the online complaint dated 23.09.2025 filed vide complaint no. 3/RERA/Complaint (508)/2025 is dismissed as withdrawn on amicable resolutions of the issue by the parties as per consent terms.


12/08/26

Virendra Kumar, IAS (Retd.)
Member, Goa RERA