



GOA REAL ESTATE REGULATORY AUTHORITY

101, 1st Floor, 'SPACES' Building, Plot No. 40, EDC Patto Plaza, Panaji Goa 403 001
www.rera.goa.gov.in

Tel: 0832-2437655; e-mail: goa-rera@gov.in

FNo: 3/RERA/Complaint(561)/2026/1002

Date: 09/07/2026

Adhaan Solution Private Limited
Through its managing Director,
Bhavna Udernani

Having its registered office at 712/712A,

Time square-1 Opp. Rambaugh

near Baghabam Party Plot, Ahmedabad,

Thaltej, Shilaj Road, Gujarat, India-380059 **Complainant**

V/s

Ashray Real Estate Developers,

A partnership Firm

Represented by its partners

Girish Ragha and Ashwini Ragha

Having its office at Office No. 2, 2nd floor,

Landscape Shire, Caranzalem, North Goa-403002.....

Respondent

- 1) Ld. Adv. Jayant Karn along with Adv Vishodhan Mangoli for the Complainant.
- 2) Ld. Adv. Lourdes Preeti D Souza for the Respondents.

ORDER

(Delivered on this 09th day of the month of July , 2026)

Case of the Complainant

An online Complaint was filed on 25/03/2026 by the above Complainant. The allegations made by the complaint are as follows:

- 1) The Complainant entered into an Agreement for Sale with the Respondent on 17/01/2022 for the purchase of a villa

specifically Villa-3, Type A, admeasuring 428.65 Sq. Mtrs. of super built up area, 397.16 sq. mtrs., of built up area and 250.46 sq. mtrs. of carpet area, along with Balconies and open terraces to be constructed on the land admeasuring 328.87 in the Project known as MAYBERRY VILLAS PHASE II for a total consideration of Rs. 40000000/- (Rupees Four Crore Only) excluding of taxes and all. The Respondent undertook to complete the construction of the said villa and hand over possession to the Complainant on or before 28t/02/2024, subject to a grace period of 6 months, as stipulated in Clause 4 and Clause 5 of the Agreement.

- 2) That as per Clause 5 of the Agreement, the Respondent were entitled to a reasonable extension of time for delivery of possession only in cases of force majeure or reasons beyond their control, such as non-availability of construction materials.
- 3) Clause 5.2 further obligated the Respondent to offer possession in writing within 7 days of receiving the Occupancy Certificate, with the Complainant required to take possession within 45 days of such notice. Clause 6.3 of the Agreement explicitly provides that in the event of failure by the Respondent to complete the construction or hand over possession within the specified time, the Complainant shall be entitled to interest at the prescribed rate under the Goa RERA Rules for every month of delay until possession is handed over.
- 4) That the Project was registered with the Goa Real Estate Regulatory Authority (hereinafter referred to as the "Authority") under Registration No. PRGO03211301. Initially, the proposed date of completion as per the RERA registration was February 29, 2024. Subsequently, the Authority granted an

extension of registration vide Certificate dated 14th May 2024, extending the completion date to 28th February 2025, subject to compliance with the conditions under Section 6 of the RERA Act and Rule 7 of the Goa RERA Rules.

- 5) That despite the extended completion date under RERA, the Respondent have failed to complete the Project and hand over possession to the Complainant. However, the Respondent have repeatedly delayed the handover, citing unsubstantiated reasons.
- 6) That, as per RERA submissions and approvals, the Builder was under an obligation to complete the construction as per the approved plan by February 28/02/2025, the respondent themselves via numerous communications have acknowledged the incompleteness of the project.
 - a. Email dated 4th March 2025 from Yolanda (Respondent No. 1): Admits the delay due to ban on sand mining and shortage of materials beyond control, states the Project is in advanced stages with handover in 4 months (i.e., July 2025) and agrees to provide accommodation for the Complainant in other villas 4-5 times a year.
 - b. Email dated 12th March 2025 from Yolanda: Reiterates delays beyond control causing huge losses to Respondent.
 - c. Email dated 1st April 2025 from Yolanda: mentions efforts to speed up work hampered by material shortages, offers accommodation and meeting with Mr. Girish Ragha, and attaches photos of the villa.
 - d. Email dated 10th February 2026 from Yolanda: Admits the villa is "not completed" due to pending changes and differing

understandings between Girish and Bhavna (Complainant), proposes handover in April 2026, and offers ₹40,00,000 deduction for interiors, loose and fixed furniture, and electrical or electronic goods to be completed by the Complainant.

- e. Email dated 3rd February 2026 from Adhaan Accounts (on behalf of Complainant): Highlights delays beyond the Agreement date, notes incomplete.
 - f. Earlier emails (15th April 2025, 25th April 2025, 16 August 2025, 5th September 2025): Evidence repeated reminders for possession, discussions on interest, cancellation of debit notes, and acknowledgments of no significant progress.
 - g. Further, the Complainant at several times, visited the site cum project physically and collected the photographs, which also witness the non-completion of Project till February, 2025, August, 2025 and till date.
- 7) That, in spite of non-completion of construction of project the status on RERA Website is mentioned as "COMPLETED". That despite the non-completion of villa as per the sanctioned plan and not able to occupy the same as on that date, the Town & Country Planning Department issued a Completion Order vide Ref. No. TPB/4670/ANJ/TCP-2025/3382 dated 10th April 2025, certifying completion of residential Villas 2, 3, 4, 5, 6, 7A, 7B, and 9 with swimming pools, based on certificates from the Project Architect (Ashwini Shetty, dated 10th February 2025) and Engineer (Paresh Gaitonde, dated 10th February 2025 for structural stability).
- 8) Further, in spite of construction of villa not completed as per sanctioned plans and not able to occupy as on that date, the

Village Panchayat of Anjuna-Caisua issued an Occupancy Certificate vide Ref. No. VP/ANJ-CAI/Occ/2025-2026/1015 dated 14th July 2025, granting occupancy for the said villas (total built-up area: 3505 sq. mtrs.), subject to conditions including adherence to the Completion Order, provision for garbage disposal, and allotment of house numbers. The Occupancy Certificate explicitly states that it serves as NOC for electricity and water connections, confirming the villas' readiness for occupation from a regulatory standpoint.

- 9) Based on the aforesaid submissions by the Respondent with the RERA Authority, the Project status was marked as Completed.

10) Grounds of Complaint

- i) The Respondent has violated the Clause No. 4 of The Agreement to Sale, wherein the Respondent has failed to complete and deliver the possession as per the terms specified and as per the extension granted by authority till date.
- ii) The Respondent have contravened the clause no. 5.2 of the Agreement to Sale, wherein the Respondent is under an obligation to offer the possession of project to the allottee within 7 days from the receipt of occupancy certificate whereas, the Respondent has neither completed the construction as per sanctioned plan nor has offered the possession to the allottee till date.
- iii) That Respondent has failed to comply with the clause no. 15 of The Agreement to Sale, wherein the Respondent have failed to convey right, title and interest in favor of Complainant in spite of receipt of Occupancy Certificate as

till date, the construction of plot as per sanctioned plan remain pending.

- iv) That the Respondent by making submissions before the RERA Authority of status project as Complete in spite of facts that the said project is under construction, non-complied the provisions of Section 4(2) read with Section 11(1) of The Real Estate (Regulation and Development) Act, 2016.
 - v) That in spite of the construction of plan not completed as per sanctioned, the conduct of the Respondent, whereby obtains the Completion and Occupancy Certificate and submits the same before RERA Authority without informing to the allottee, amounts to violations of Section 11(4) of The RERA Act.
 - vi) Further, the conduct of Respondent, wherein the Respondent have failed to execute any conveyance with the allottee after the receipt of occupancy certificate, make them liable for contravention of Section 11(4) of The RERA Act.
 - vii) Considering the false information of completion of project by the Respondent, based on which, obtained the Completion and Occupancy Certificate, whereas the Respondent themselves admits of non-completion of project via emails amounts to violation of provision of Section 61 of RERA Act.
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- viii) Considering non-completion of project as per sanctioned plan and non-availability of possession till date in spite of occupancy certificate obtained in the year of 2025, the Respondent has violated the provision of Section 17 of The RERA Act.
- ix) That the delays and false submissions have caused the Complainant financial loss, mental agony, and deprivation of property use, despite full payment compliance.
- x) That the Respondent actions are in contravention of the terms of the Agreement, particularly Clauses 4, 5, 5.1, 5.2, 5.3, 6.2, 6.3, and 15, rendering them liable for specific performance, interest, and damages.
- xi) The Complainant being Allottee is entitled to obtain the possession within the period of two months from the date of issuance of occupancy certificate whereas the occupancy certificate issued in 2025 and till date, no possession of villa offered to the Complainant, as a result, the Respondent has violated the provision of Section 19(10) of The RERA Act.
- xii) Considering the delay in construction as per the terms of the Agreement and as per the approvals and extensions of RERA Authority, the Respondent is liable under Section 18 of The RERA Act for compensation as well as interest till the handing over of the possession to the allottee.



11) Relief(s) sought:

In view of the facts mentioned in paragraph 4 above, the Complainant prays for the following relief(s):

- a. Declare the Completion as well as Occupation Certificates available on site as revoked and declare the project as "Ongoing";
- b. To make the Respondent guilty for submission of false statement and information and make him liable for punishment under the Provisions of The RERA Act;
- c. To order an inquiry into the conducts of Respondent, whereby obtained the Completion and Occupancy Certificate in spite of non-completion of project as per sanctioned plan;
- d. Direct the Respondent to pay the costs of this complaint, including legal fees and incidental expenses incurred by the Complainant;
- e. Pass such other and further orders, directions, or reliefs as this Hon'ble Authority may deem fit and proper in the facts and circumstances of the case, in the interest of justice.

12) Interim order:-

- a. Direct the Respondent to pay the interest for every month of delay from the date of delivery of possession i.e. from February 28, 2025 to till the handing over of the possession, at the rate of interest in terms of Rule 18 of Chapter IV of The RERA Rules;
- b. Directions to be issued to the Respondent to complete the construction as per the terms of the Agreement and deliver

the physical possession of allottee within 30 days or as may deem fit to the Authority;

- c. Any other relief as may deem fit to the Authority in the interest of Complainant.

13) Reply/Written Submission 29/05/2026 of Respondent

1. The present Complaint is false, misconceived, misleading and liable to be dismissed.
2. The Villa agreed to be sold to the Complainant as per the terms of the Agreement for Sale was a Semi-furnished Villa. The Respondent was required to complete only the construction of the Villa.
3. The delay in handing over the Villa as alleged by the Complainant occurred due to circumstances beyond the control of the Respondent, particularly the ban/restrictions on sand mining in Goa, which severely affected the availability of construction material and construction activity across the State. Further delay also occurred due to repeated modifications and alterations requested by the Complainant, which delay was neither intentional nor deliberate.
4. The Respondent submits that the Complainant has approached this Hon'ble Authority suppressing material correspondence and relevant facts and is therefore not entitled to any equitable relief.
5. The Respondent denies all allegations of deficiency in service, unfair trade practice or violation of the provisions of the Real Estate (Regulation and Development) Act, 2016.
6. The Respondent hereby makes para wise Reply to the Complaint filed by the Complainant as follows:



- a. The contents of para 1 to 3 of the Complaint relates to the description of parties, jurisdiction and registration particulars which are matters of record and hence require no specific reply.
- b. As regards the contents of para 4 (i) of the Complaint it is admitted that the parties executed an Agreement for Sale dated 17/01/2022 in respect of Villa No. 3 in the Project known as "MAYBERRY VILLAS PHASE II". Save and except what is specifically admitted herein, all other allegations are denied.
- c. As regards the contents of Para 4(ii), It is submitted that the timeline mentioned in the Agreement was always subject to force majeure conditions, availability of materials, statutory approvals and other conditions stipulated in the Agreement itself.
- d. As regards the contents of Para 4(iii) and 4(iv), The Respondent submits that the extension of registration granted by the Authority itself acknowledges the prevailing circumstances affecting the Project timelines. Despite the same, the Respondent continued construction work diligently and in good faith.
- e. As regards the contents of Para 4(v), The contents of the emails relied upon by the Complainant are denied to the extent inconsistent with the present Reply. The Respondent submits that the Complainant has selectively relied upon portions of the email correspondence while deliberately suppressing the replies and explanations furnished by the Respondent with an intention to falsely portray that the Respondent acted malafide.

The Respondent relies upon the following communications exchanged between the parties:

- i. Vide email dated 23/07/2024, the Respondent informed the Complainant about the prevailing sand shortage and restrictions in Goa, due to which the Project was likely to be delayed. Respondent had also, as a goodwill gesture, offered complimentary stays in other Villas for 3–4 days on 4–5 occasions in a year on account of the delay.
- ii. Vide emails dated 04/03/2025 and 12/03/2025, the Respondent assured the Complainant that compensation at the rate of Rs.2,00,000/- per month would be paid from April 2025 till handing over of the Villa towards alleged loss of rental revenue.
- iii. Vide email dated 25/04/2025, the Complainant demanded compensation at the rate of Rs.3,00,000/- plus GST per month from April 2025 till handing over of the Villa. In the said email, the Complainant has herself admitted that balance payment towards the Villa was still due and payable.
- iv. Vide email dated 25/11/2025, the Complainant informed the Respondent that she is visiting Goa and do her booking for stay from 18/12/2025 to 22/12/2025, which infact was done by the Respondent's side.
- v. Vide email dated 3/2/2026, the Complainant raised the demand from Rs. 3 lakh to Rs. 5 lakh per month which act of the Complainant clearly demonstrates that the Complainant is interested only in extorting money.
- vi. Vide email dated 10/02/2026, the Respondent informed the Complainant that the Villa could not be completed

within the stipulated time due to repeated changes, modifications and alterations requested by the Complainant. The Respondent further stated that stays worth more than Rs.22,00,000/- were provided to the Complainant and her guests. The Respondent by mistake informed the Complainant that she could carry out the interiors independently and an amount of Rs.40,00,000/- would be deducted towards loose and fixed furniture and electrical/electronic items. The aforesaid misunderstanding about furnishing was arrived as some Villas were sold as furnished and some were sold as unfurnished hence the Respondent erroneously believed that the Villa was a furnished Villa where infact the Villa in question was a semi furnished Villa.

- vii. Vide email dated 27/04/2026, the Complainant informed the Respondents that she would be visiting Goa on 29th and 30th April 2026 and expressed her willingness to meet the Respondents for discussions towards a full and final settlement of all disputes, including compensation for the alleged delay. Pursuant thereto, meetings and discussions were held between the parties wherein the disputes were discussed amicably and settlement terms were deliberated upon in good faith by the Respondents.
- viii. However, despite initiating and participating in settlement discussions, the Complainant thereafter proceeded to file the present Complaint before this Hon'ble Authority. The conduct of the Complainant clearly demonstrates lack of bona fides and reflects an intention to unnecessarily harass, pressurize and malign

the Respondents despite ongoing efforts for amicable resolution.

The aforesaid communications clearly demonstrates that the Respondent has been continuously putting all his efforts to complete the Project without delays. The Respondent and his officials has been in continuous communication with the Complainant and Replied to all his queries within the time frame. The accommodation arrangements and discussions were undertaken purely as a gesture of goodwill and without admission of liability. Inspite of all this the Complainant went ahead and filed the present Complaint only with the view to harass the respondent and extract more money.

- f. As regards the contents of Para 4 (vi) and para 4 (vii) the allegations made by the Complainant that the Project/Villa is incomplete and in violation of sanctioned plans are specifically denied. The Completion Certificate and Occupancy Certificate were issued by the competent

statutory authorities after due verification and inspection and therefore the Respondent cannot be faulted once the competent authorities were satisfied regarding compliance. On account of repeated changes and alterations suggested by the Complainant, the completion of this Villa was delayed which acts are totally attributable to the Complainant. The

Respondent has completed the other 7 Villas in the said Project and has taken occupancy for these villas.



- g. As regards the contents of Para 4(viii), It is admitted that the Project status was updated as completed based on statutory approvals and certificates issued by the competent authorities.
- h. The reliefs sought by the Complainant in para 5 and 6 are specifically denied. The present Complaint deserves to be dismissed as the Complainant has failed to establish any deliberate breach, fraud, unlawful conduct or actionable deficiency attributable to the Respondent.
- i. The Respondent humbly states that any contention raised by the Complainant in its Complaint, if not specifically dealt with and / or denied by the respondent herein, may therefore not be deemed to have been admitted.

- 7. Without prejudice to the above contentions and without admitting any liability whatsoever, the Respondent has always been willing to coordinate and resolve the issue.
- 8. The Respondent further submits that the Complainant has intentionally withheld the pending instalment payments payable under the Agreement for Sale, thereby obstructing and delaying completion of certain balance works in the Villa and thereafter wrongfully attempting to attribute the delay to the Respondent. The Respondent states that other 7 Villas in the said Project have already been completed. The Respondent has repeatedly called upon the Complainant to clear the outstanding dues so as to enable completion of the remaining works and facilitate handing over of the Villa. However, despite repeated requests and communications, the Complainant has deliberately failed and neglected to make the pending payments.



9. The conduct of the Complainant clearly demonstrates that instead of cooperating for completion and possession of the Villa, the Complainant is making exorbitant and unjustified monetary demands upon the Respondent. The Respondent further submits that, despite there being no admitted liability, the Complainant has already availed and enjoyed complimentary accommodation and stays worth approximately Rs.22,00,000/- provided by the Respondent as a gesture of goodwill.
10. The Respondent craves leave of this Hon'ble Authority to produce further documents and submissions, if required.
11. In view of the above facts and circumstances, the Respondent prayed that:-
- a. Dismiss the present Complaint with exemplary costs as being false, vexatious, misleading and devoid of merits
 - b. Direct the Complainant to pay the pending instalment towards flooring within a reasonable time frame and the Respondent shall hand over the Villa to the Complainant within 4 months from the date of receiving the payment.
 - c. Reject the reliefs sought by the Complainant, particularly the claim for compensation, inasmuch as the Respondents have already, as a goodwill gesture and without admission of liability, provided complimentary accommodation and stays to the Complainant and her guests aggregating to a value of approximately Rs.22,00,000/-, which benefit has been fully availed and enjoyed by the Complainant.
 - c. Hold that the Respondent has acted bona fide and substantially complied with its obligations



- d. Pass such other order(s) as the Authority may deem fit and proper in the interest of justice.

Process Initiated

- 14) Notice dated 07/04/2026 was issued to the Complainant. The Complainant filed all the requisite documents.
- 15) Notice dated 04/05/2026 was issued to the Respondents. During the course of proceedings the advocate for Complainant informed that they are exploring settlement.
- 16) On 30/06/2026 the advocate for complainant filed an application for withdrawal of complaint informing that during the pendency of the present Complaint, the Complainant and the Respondent have amicably settled all their disputes and differences by executing a settlement agreement dated 26th June, 2026. That in view of the aforesaid settlement, the Complainant does not wish to proceed with the present Complaint any further. And prayed that the Complainant be permitted to withdraw the present Complaint and dispose of the same as withdrawn; and Pass such other as deemed fit and proper in the facts and circumstances of the case.
- 17) Having said so, I pass the following:

ORDER

Accordingly the said complaint No.3/RERA/Complaint(561)/2026 is disposed as withdrawn.


Dharmendra Sharma, IAS(Retd)
Chairperson, Goa RERA