



GOA REAL ESTATE REGULATORY AUTHORITY

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F.No: 3/RERA/Complaint(558)/2026/1100

Date: 24/07/2026

Mr. Raghava Sowrya Vishwanadhuni,
B27 New dawn villas rayasandra Road,
Gattahalli, Karnataka, Bangalore,
Urban-560099.

.....Complainant

V/s

Provident Housing Limited,
Purvankara Limited, No.130/1,
Ulsoor road, Karnataka, Bangalore
Urban-560042.

....Respondent

ORDER

(24/07/2026)

- 1) This order disposes of the online complaint dated 07/03/2026 filed by Shri Raghava Sowrya Vishwanadhuni (complainant) before the Goa Real Estate Regulatory Authority (Goa RERA) against the Provident Housing Limited, under Section 31 read with section 19 (6) and 19 (7) 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 31/10/2023 promised vide Agreement for Sale (herein after referred to as

[Signature]

‘the said agreement’) entered into with the Respondent qua purchase of a Unit no. B-106, Row 6, Block -4, Phase 10, in the project of the Complainant named as “**ADORA DE GOA - PHASE 10**”.

- 2) The Complainant has submitted that, he had purchased a residential unit bearing Row 6, Block 4, Unit B106 in the project "Adora De Goa Phase 10 – Balinese Residences" registered under Goa RERA bearing registration no. PRGO02190645.
- 3) Though the Complainant has made all payments strictly in accordance with the agreed milestone-based payment plan without any delay, which amounts to a total sum of ₹35,84,258, out of which ₹31,49,100 constitutes the consideration amount paid towards the apartment. Besides, the Complainant has also made the latest milestone payment of ₹1,88,946 (including GST), demonstrating continued adherence to payment obligations even after the Respondent's rejection of interest compensation and without hindering the progress of the project.
- 4) It was further alleged that, though the Respondent has delayed possession by more than two years and has communicated a

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revised possession timeline of April– June 2026, the Respondent, despite repeated requests has refused to pay interest compensation for the delay, and continues to raise further payment demands. The main relief sought by the complainant were to direct the Respondent to pay interest compensation from 1 November 2023 till actual possession, to honor obligations under Agreement and to handover possession immediately.

- 5) Upon furnishing of the notarized copy of the complaint and the copies of the requisite supporting documents by the complainant, a Notice dated 10/04/2026 was issued to the Respondent. Respondent sought time to file reply.
- 6) Further during the course of hearing both parties sought time to finalize settlement and on 30/06/2026 filed the consent terms as follows.

7) **CONSENT TERMS**

The parties to the present Complaint have amicably resolved their disputes concerning the cancellation of Unit No. B-106, Row 6, Block 4, Phase 10, in the project developed by the

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Opponent 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:

- 1. The Complainant hereby irrevocably confirms and agrees to the cancellation of the allotment of Unit bearing no. B-106, Row 6, Block 4, Phase 10, 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.*
- 2. 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.

3. This Consent Terms record the full and final settlement mutually agreed upon between the parties, including the aggregate settlement consideration of Rs. 52,19,532/- (Rupees Fifty Two Lakhs Nineteen Thousand Five Hundred and Thirty Two 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.

4. 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 Opponent shall pay, and the Complainant shall accept, the settlement amount specified in these Consent Terms.

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5. *The Opponent 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.*

Demand Draft no.588443

Amount: Rs.52,19,532/-

Drawn on: ICICI Bank (Branch: M G Road, Bangalore)

Favouring: Raghava Sowrya Vishwanadhuni

Date: 20th June 2026

6. *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.*

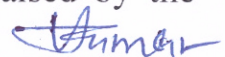
7. *The Opponent has provided the Complainant with documents evidencing the GST amount paid to the Government in respect of the aforesaid Unit. The Complainant shall be entitled to claim the applicable GST refund directly from the GST Authorities by filing the requisite application(s) in accordance with the applicable law.*



8. *The Opponent 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.*
9. *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. *The Opponent hereby confirms that the release, relinquishment, and waiver of the Complainant's rights, title, interest, and claims under this Consent Terms are limited to the aforementioned unit in the project "Adora De Goa" at Goa and shall not affect or extend to any independent or future transactions, bookings, purchases, or other dealings that the Complainant may enter into with Provident Housing Limited, its parent company or any of its group entities.*



8) 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.

- 9) In view of the above and the fact that parties have filed jointly signed 'Consent Terms' which are 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. Thus present proceeding relating to the online complaint filed vide complaint no. 3/RERA/Complaint (558)/2026 stands disposed of as settled in terms of consent terms filed by the parties.


/ 24/07/26

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

