



GOA REAL ESTATE REGULATORY AUTHORITY

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

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

F.No:3/RERA/Complaint (400)/2023/227

Date: 11/02/2026

Provident Housing Limited

130/1 Ulsoor Road,
Bangalore, Karnataka
Bangalore Urban, 560042

...**Complainant**

V/s

C. Thulasiram

Rawal, No. 15/1 K M Chetty Street
Vellore Fort Vellore Tamil Nadu
Vellore 632004

.....**Respondent**

ORDER

(11 /02/2026)

- 1) This order disposes of the online complaint dated 15/12/2023 filed by Provident Housing Limited (complainant) before the Goa Real Estate Regulatory Authority (Goa RERA) against Shri C Thulsiram (Respondent) under Section 31 read with section 19 (6) of the real estate (regulation and development) act, 2016 (herein after referred to as 'the Act') stating that the Respondent Shri C Thulsiram has entered into an Agreement for Sale on 13/08/2019 qua purchase of an apartment unit in the Project 'Adora De Goa Phase 2' for a sale consideration of Rs.

44,79,000/-). Under the said Agreement Allottee/Respondent had an obligation to make timely payment of installments due towards sale consideration without any delay particularly when it clearly stipulated that the time is of the essence for the parties to the said Agreement. It was further stated that the Respondent in this matter has been derelict in their obligation as a purchaser/allottee and has neglected to make several payments towards demands raised in accordance with the construction linked payment plan agreed upon at the time of booking and execution of the Agreement. Though several opportunities were extended to the Respondent to make payments despite the inordinate delay, the Respondent has been grossly negligent towards his obligations.

- 2) In the course of proceedings, the parties were given multiple opportunities to explore the possibility of mutual settlement. However, the parties could not settle the issue and the Complainant filed their Written Arguments on 08/05/2025.
- 3) The complainant on 08/05/2025 filed their Written submissions and also during the course of arguments stated that it had earlier also preferred various complaints in 2021 against 77 respondents placed similarly, alleging that the respondents have failed and neglected to make payments as per the Agreements for sale and further prayed this Authority to cancel the registered Agreements for sale executed between the complainants and the respondent in each of the case.

This Authority while dismissing all the complaints vide a common order dated 07.02.2022, had observed as follows:

- "4. Thus, it is for the promoter/ the complainant herein to terminate, if required, the Agreement for sale executed with the respective respondent herein as per the terms/ recitals of the said Agreement for sale and as per Section 11(5) of RERA Act.
5. Even the Hon'ble Supreme Court on this aspect in the Case of "M/s NewTech Promoters and Developers Pvt. Ltd. Vs. State of U.P and Ors etc. Civil Appeal No(s) 6745-6749 of 2021 (Arising out of SLP (Civil) No(s) 3711-3715 of 2021 states as follows:-

".....that if the allottee has made a default either in making installments or made any breach of the agreement, the promoter has a right to cancel the allotment in terms of section 11(5) of the Act and proviso to sub- section 5 of Section 11 enables the allottee to approach the regulatory authority to question the termination or cancellation of agreement by the promoter and thus, the interest of the promoter is equally safeguarded" (emphasis supplied)

6. Thus, Section 11(5) of the RERA Act clearly gives right to the promoter to cancel the allotment in case the allottee has made



a default in making installments or made any breach of the agreement. The agreements for sale entered into between the complainant and the respondents herein respectively for different units also empower the complainant to cancel/terminate the said Agreements in the aforesaid situation. Moreover, this Authority has no power under RERA Act to terminate the said Agreements for sale and as stated above, the Act gives power only to the promoter to do the same, in case the need arises."

4) The submissions made by the complainant further reveal that as per terms and conditions of the Agreement for Sale dated 13/08/2019, notices were sent to the Respondent on 08/05/2023, 16/05/2023, 23/05/2023 and 19/07/2023 outlining the dues payable and requesting that those dues be duly remitted. However despite repeated reminders and follow ups, the Respondent has vehemently refused to acknowledge or respond to the notices. The record further reveals that vide communication dated 19/07/2023, the complainant informed the respondent that since section 11(5) of the Act read with relevant clauses of the agreement for sale empower it to cancel and terminate the agreement for sale; the respondents are accordingly invoking their rights to terminate and accordingly terminate and cancel the said agreement dated 13/08/2019 in the facts and circumstances of the

case, with immediate effect and thereby the agreement for sale dated 13/08/2019 stands terminated.

- 5) The complainant during the course of the argument further pleaded that in the given circumstances where the respondent has not been responding to the various demand letters and notices issued by the complainant/promoter and the complainant has already terminated and cancelled the said agreement dated 13/08/2019 executed by it with the respondent; the cancellation of the said agreement which is a registered document, would require a direction from Goa RERA to execute and register a Deed of Cancellation of the Agreement of Sale in the jurisdictional Sub Registrar Office. It was further stated that Goa RERA vide its order dated 07.02.2022 has already held that Section 11(5) of the RERA Act clearly gives right to the promoter to cancel the allotment in case the allottee has made a default in making installments or made any breach of the agreement. Accordingly, the complainant promoter in the instant case has prayed to Goa RERA to appoint a commissioner/representative on its behalf to execute and register cancellation deed in respect of the agreement for sale entered into by the complainant (promoter) with the respondent (allottee); and also to direct the jurisdictional subregistrar to make an appropriate entry /note in the concerned register to the effect that the said agreement stands terminated and cancelled.
- 6) Referring to the provisions of section 19(6) & (7) as well as Section 38 of the Act, the complainant has sought to plead that Authority in the facts and

June

circumstance of the case is duty bound to issue the direction to the allottee to come forward and execute the Cancellation Deed and in the event allottee fails to honour the direction of this Authority, the Authority can, as provided under section 35 (2) (ii) enforce the attendance of person. If all of this still fails to ensure that the allottee comes forward for cancellation in the interest of real estate project, the Authority is duty bound appoint the representative or commission on behalf of the Authority to execute Deed of Cancellation as well as to direct the Jurisdictional Sub-Registrar to make an appropriate entry/note in the concerned register to the effect.

- 7) Referring to the provisions of Section 79 of the RERA Act, it was stated that there is a clear bar on the jurisdiction of Civil Court to entertain any suit or proceedings in respect of any matter which the Authority or the adjudicating officer or the Appellate Tribunal is empowered under the RERA Act to determine and as such the issuance of the directions referred to in the preceding para is necessary and justified as the promoter of a real estate project has no other option for the purpose except to have recourse to the provisions of the RERA Act.
- 8) The complainant also argued that timely development of the Real Estate Project is directly linked to the timely inflow of payments and the expenses to meet for the development of the project can be drawn only from the RERA Designated account dedicated for this project, and if large section of customer after having executed the Agreement refuses to honour the terms of the agreement and fails to

make timely payments, the project cash flow are severely affected and the same will adversely impact the progress of the project and the interest of other allottees who are not defaulters.

9) The complainant in support of his submissions also referred to directions issued by MahaRERA vide order dated 25.08.2023 stating that MahaRERA thereby asked Allottees /Respondents to present themselves to execute cancellation deed within 30 days of the order and in the event allottees fails to come forward to do so, then complainant shall file a non-execution application (noncompliance) against respondents. Further attention was also drawn to the order dated 07.03.2024, stating that thereby MahaRERA not only issued a direction to Allottees (Respondents) to execute and sign the registered cancellation deed within 30 days of the order for cancellation of the registered Agreement for Sale but also observed that failing compliance of directions by the Allottee, appropriate penal action would be taken against the allottees under Section 67 of the Act.

10) The complainant also referred to the order dated 23.03.2023 of Karnataka RERA and the orders of Karnataka REAT stating that thereby Jurisdictional Sub registrar was directed to cancel the Registered Agreement to Sale and to make necessary entries in the concerned books of records and that the same was held to be well within the purview of the Act.

Amr

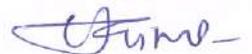
11) At this stage, attempts to reach settlement were again revived and the complainant also came forward to assist allottee to facilitate resolution of its issue with Bank authorities. However, the same also did not reach any conclusion.

12) Accordingly, the Respondent filed its Written Arguments on 04/12/2025 qua the complaint, stating that, the respondent, had purchased a Unit No. Row 17/Block-4/B-503 in Project Prov. Adora De Goa-2 under tri-partite agreement, wherein, the complainant, the respondent and Axis bank, were parties. The said project was approved by the Axis bank and the respondent being account holder of the said bank, chose to avail the said home loan facility and fulfilled all the formalities and that the loan was sanctioned. Giving the break up of the amount paid and due, the Respondent though stated that a sum of Rs. 8,16,244/- was still due and payable by the Complainant but further submitted that an amount of Rs. 8,16,000/- out of the said amount, was yet to be released by the Bank for which the respondent have completed all the formalities and also had visited the HDFC bank to fill appropriate form. It was further stated that the bank, is however not releasing the amount, which it has to release despite having made ample communication instructing the officials of the HDFC bank. The respondent is already paying his EMI (Including Interest) regularly, without any default and the complainant is also charging interest, for the wrong doing of the one of the party to the tri-partite agreement and therefore is a breach of trust and the terms and conditions of the tri-partite agreement. The last instruction, during the settlement

talks, made by the respondent to the HDFC bank, but HDFC bank, till date have not cleared or obeyed the instruction. It was further stated that the complainant, herein, have also charged the respondent, substantial amount as interest, which the respondent may not be held liable due to complacency of the Bank as stated above. It was also submitted that besides above, the complainant have also charged the respondent (i) Maintenance of Rs. 1,18,000/-, (ii) Legal Charges of Rs. 35,400/- and (iii) Infrastructure Charges of Rs. 95,647/-. It was further submitted that the respondent is willing and ready to pay his share of contribution as mentioned hereinabove, as on the date of handing over the possession of the said flat.

13) In response, the Complainant filed a rejoinder to the respondent's Written Argument objecting to the conduct of Respondent who has persistently, deliberately, and without any justifiable cause failed to file their objections or place any substantive response on record for last **two years** apparently to derail, delay, and frustrate the course of justice and to avoid placing their commitments and liabilities on record. It was emphasized that the neglect shown by the Respondent is not accidental but intentional, calculated, and directly prejudicial to the Complainant.

14) It was further submitted that the Respondent intentionally intertwined two unrelated issues to create confusion and thereby escape from paying delay interest as stipulated under the Agreement in cases of default. By artificially



linking their default to an alleged issue involving the Bank, they attempted to shift the burden and portray the delay as justified with respect to the aspect of loan disbursement, the Complainant submitted that it is the exclusive responsibility and contractual obligation of the Respondent to directly coordinate, communicate, and cooperate with his lending Bank to ensure that all demands raised by the Complainant are honoured promptly. However, instead of fulfilling this obligation, the Respondent has taken a convenient and misleading stand, repeatedly claiming that he has been paying his monthly EMIs regularly and therefore “there is no default.” This repeated assertion is factually misplaced and legally untenable. Payment of EMI is a matter strictly between the Respondent and his Bank, and EMI payment does not discharge the Respondent from ensuring timely disbursement of installments due to the Complainant.

15) The complainant further submitted that after the intervention of the Hon’ble Authority, the Complainant extended additional support to the Respondent by facilitating direct liaison with the Bank so that any pending issues could be resolved without delay. Despite this extraordinary cooperation extended solely for the Respondent’s benefit, he chose not to take any action. It was further submitted that review of the records since the booking in 2019 shows that the Respondent never once approached the Complainant regarding payments, nor did he take any initiative to clear dues when demands were raised. Instead, he consistently ignored repeated reminders and notices, resulting in significant

delays entirely attributable to him. The Complainant also submitted the Statement of Accounts pertaining to the Respondent to reflect the outstanding amounts towards the sale consideration and establish the Respondent's continuous non-compliance with his financial obligations.

16) It was further submitted that in the present case, there is no Tripartite Agreement (TPA) executed and the only document in existence is the Bank's No Objection Certificate (NOC), which was duly provided by the Complainant to the Respondent and the Respondent is fully aware of this fact, yet he has deliberately attempted to shift responsibility onto the Bank in a calculated manner. To clarify and reiterate, the Bank has categorically informed the Respondent that funds can be released only after the Respondent makes his requisite contribution, which is a standard and uniform banking procedure followed across all institutions. The delay lies solely with the Respondent, who has intentionally refused to cooperate, evidently with the purpose of buying time and avoiding his financial obligations. Hence no grievance lies against the bank for the complainant and bank is not a necessary party to this complaint.

17) It was finally reiterated that it is necessary to issue direction against the allottee for executing cancellation deed for registered Agreement for Sale in order to remove the encumbrance created on the said apartment/unit in records maintained in the office of the sub-registrar and this vital fact has been totally overlooked throughout, resulting in severe hardships to the complainant.



18) It is noted that at this stage that while the respondent has not submitted any reply to the complaint filed by the complainant as well as the submissions made vide written arguments dated 08.05.2025. It is further noted that the complainant has not even challenged the cancellation order subsequent to which and for implementation of the same, the instant complaint has been filed by the complainant. The plea of the respondent that the loan for the purchase of the subject property was obtained under a tri-partite agreement to which the complainant was also a party besides the respondent and the bank, and its failure to make the timely and complete payments as due is essentially on account of the failure of the bank to release the payment despite his instructions; is not supported by any of the documents or details i.e. copy of the tri-partite agreement, exchange of emails between the Bank and respondent etc. Per contra, the complainant has argued that it is the exclusive responsibility and contractual obligation of the Respondent to directly coordinate, communicate, and cooperate with his lending Bank to ensure that all demands raised by the Complainant are honoured promptly. The complainant has also denied execution of any tri-partite agreement and has clarified that though an NOC was provided by the complainant to the respondent for the purpose of availing the loan. It is apparent that the issue raised by the respondent qua the difficulties being faced in making the bank release the requisite payment has to be resolved at its end. Further the respondent while admitting an amount of Rs. 8,16,244/- was still due and payable

but has not indicated whether he would be able to pay the amount due and seek the possession and interest for delay in completion and handing over of the possession of subject property or he would like to withdraw from the project at this stage etc. It is noted that the arguments made by the respondent at this stage are neither relevant in the context of the case nor even properly indicate the reliefs sought by the complainant and the basis thereof. The respondent was made aware of the same and apprised that he would be given liberty to file his complaint separately seeking the relief as considered due and providing relevant facts and documents.

19) Having dealt with the submission of the respondent and the response of the complainant, it is expedient to advert to the original complaint and deal with the issue raised therein.

20) The various contentions made by the complainant as noted hereinabove, are apparently devoid of merit and does not support his case qua the relief sought by the complainant. The perusal of Section 19(6) and 19(7) of the Act would reveal that while Section 19(6) casts a duty upon the allottee to make necessary payments in the manner and within the time as specified in the agreement for sale, the provisions of Section 19(7) spell out the consequences of failure to do so by stipulating that the allottee shall be liable to pay interest, at such rate as may be prescribed, for any delay in payment towards any amount or charges to be paid under the said agreement. Pertinently, Section 11(5) of the Act which clearly

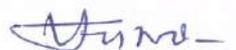
Amo

gives right to the promoter to cancel the allotment in terms of the agreement for sale, does in no way refer to the provisions of Section 19(6) & 19(7) of the Act which in any case while stipulating the duty of the allottee simultaneously provide for the consequences of failure in performance of the said duty. Further the reference to the powers vested with the Authority under the provisions of Section 38(1) is also of no help to the complainant as the same are limited to imposition of penalty or interest in regard to any contravention of obligation cast upon the promoters, allottees and the real estate agents under the Act and rules made thereunder and can in no way be interpreted to subsume the powers to issue the direction as being sought and prayed for by the complainant in the present case. Pertinently, Section 19(7) itself provides for interest liability of the allottee in case of his failure to discharge his obligation in making of the payment due. In fact, the relief sought by the complainant in terms of the appointment of commissioner/representative by the Authority to execute and register cancellation deed in respect of the agreement for sale entered into by the complainant (promoter) with the respondent (allottee); and also to direct the jurisdictional sub-registrar to make an appropriate entry /note in the concerned register to the effect that the said agreement stands terminated and cancelled; is in direct contradiction of the proviso to Section 11(5) which inter alia provides for allottees right to approach the Authority for relief in case the cancellation of agreement for sale is unilateral. Besides, the relief sought by the complainant also does not appear to

be in consonance with the provisions of The Registration Act. The other argument made by the complainant that since in terms of Section 79 of the Act, there is a bar on the jurisdiction of Civil Court to entertain any suit or proceedings in respect of any matter which the Authority or the adjudicating officer or the Appellate Tribunal is empowered under the RERA Act to determine and thus the issuance of the direction prayed for is necessary and justified in the absence of any alternate remedy to the promoter; also does not hold water as the provisions of the Act nowhere provide for such powers to the Authority for issuance of the promoter under Section 11(5) of the Act, further supports the view expressed hereinabove.

21) The complainant has also unsuccessfully tried to interpret the earlier order of this Authority 07.02.2022 to its advantage which merely spelt out that Section 11(5) of the Act clearly gives right to the promoter to cancel the allotment in terms of the agreement for sale and in no manner could be read to seek the directions as prayed for by the complainant in the present case. Also in view of above mentioned, the contention of the complainant that in the context of the order dated 07.02.2022, this Authority is duty bound to issue the directions prayed for; appears far-fetched and deserves no further consideration.

22) In view of what has been discussed hereinabove the reference made by the complainant to various orders and directions of Maha RERA and Karnataka RERA and Karnataka REAT is also of no help to the complainant. -



23) In view of the above, the prayer for issuance of directions sought by the complainant cannot be acceded to and the online complaint dated 15.12.2023 filed by the complainant is hereby dismissed in above terms.

Virendra Kumar 11/02/24

(Virendra Kumar, IAS Retd.)

Member, Goa RERA