



GOA REAL ESTATE REGULATORY AUTHORITY

101, 1st Floor, 'SPACES' Building, Plot No. 40, EDC Patto Plaza, Panaji 403 001 Goa
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Case No. 3/RERA/Complaint(454)/2024/166

Date: 05/02/2025

1. Mr Tejashvi Shukla

B-12/08, Gauriganj, Bhelupur, Chhitupur,
Varanasi,
Uttar Pradesh-INDIA 221010

2. Mr Shreyashvi Shukla

through attorney Mr. Tejashvi Shukla
(Special Power of attorney dated 14 December 2024)
101/64, Silver Oak Apartment,
DLF Phase I, Chakarpur (74)
Gurugram, Haryana
India 122002.

.....Complainants

V/s

1. VLN Estates Pvt Ltd

Office No 271 Plot No. 20
Satra Plaza Co-op. Society,
Sec 19 D Vashi, Navi Mumbai,
Thane, Maharashtra, India, 400705

Also at

325, Kholpa Waddo,
Canca Parra,
Goa, 403510.

..... Respondent No. 1

2. Akshay Chaudhry

Director

Office No 271 Plot No. 20
Satra Plaza Co-op. Society,
Sec 19 D Vashi, Navi Mumbai,
Thane, Maharashtra, India, 400705.

..... Respondent No. 2

3. Neelam Nagpal


Director

Office No 271 Plot No. 20
Satra Plaza Co-op. Society,
Sec 19 D Vashi, Navi Mumbai,

Handwritten signature and date: 04/02/25

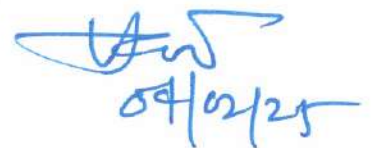
INTERIM ORDER
(Dated 04.02.2025)

1. The Complainants have filed a complaint under Section 31 read with Section 3,11(5), 13, 18, 59 and 61 of the Real Estate (Regulation and Development) Act, 2016 (the Act), alleging that the Allotment of the Complainants i.e. Unit No. 09 in the project "La LUCIANA" ('Subject Property') and an Allotment Letter dated 19.07.2024 issued in this regard by the Respondents have been illegally terminated by letter of termination/cancellation dated 19/11/2024 despite the fact that the Complainant has already made payment of more than 10% of the total consideration for the 'Subject Property' and as per Section 13 of the Act, payment exceeding 10% of the total consideration cannot be demanded without registration of agreement to sell in favor of allottee which has not been executed and registered so far. An application seeking interim relief was also filed alongwith.
2. Upon receipt of the said complaint, a Notice dated 29/01/2025 was issued to the Respondent enclosing therewith a copy of the complaint, supporting documents and also a copy of the application seeking interim relief. The respondent was required to appear before the Goa RERA Authority on 04/02/2025 and file a reply to the complaint.
3. On 04/02/2025, Adv Melwin Viegas remained present for the complainants. None was present for the respondents despite service of


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notice as revealed from the service report placed on record by the Complainant.

4. A perusal of the complaint and its annexures reveals that, the respondent promoter vide its Termination notice dated 19.11.2024, has itself admitted that that payment of Rs. 39,72,640/- has already been received by the promoter. Further, Annexure-I attached with Allotment Letter mentions that the total cost of the allotted unit/ 'Subject Property' as Rs. 3,30,00,000/- which clearly reveals that the Allottee/ Applicant has already paid more than 10% of the total consideration as stated by the Complainant. Further, the copy of the Customer ledger annexed to the complaint shows that complainant has paid a total amount of Rs. 37,36,000/- till 23.07.2024 and the same was also relied upon by the Complainant to state that more than 10% of the total consideration was already paid by the Complainant. It was further pointed out that the notice of intention to cancel/ terminate the allotment as well as termination letter dated 19.11.2024 does not adequately respond to the issue of non execution of agreement for sale in respect of 'Subject Property' and also repeated demands of money raised by Promoter in absence of execution and registration of agreement of sale, has also not been explained.
5. In this regards attention was drawn to Section 11(5) of the Act, 2016 which read as follows:-


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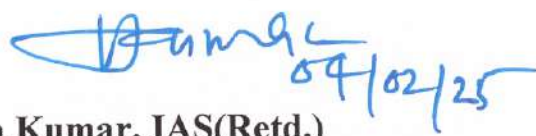
“The promoter may cancel the allotment only in terms of the agreement for sale:

Provided that the allottee may approach the Authority for relief, if he is aggrieved by such cancellation and such cancellation is not in accordance with the terms of the agreement for sale, unilateral and without any sufficient cause”.

A perusal of Section 11(5) of the Act, would reveal that the promoter can cancel the allotment only in terms of the agreement for sale and also that such cancellation cannot be unilateral and without any sufficient cause. The Complainant has further stated that there is a fear that the respondents may allot the said Unit to any third party and therefore immediate intervention of this Authority is required.

In view of what has been noted herein above, it would be fair and in the interest of justice if the Respondent is restrained from creating any 3rd party interest in any manner in respect of the ‘Subject Property’ till the disposal of the application for interim relief filed by the Complainant.

Issue Notice to Respondent along with a copy of this Order for appearance and filing of reply to the complaint as well as reply and arguments on the application for interim relief on 19.02.2025.


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