



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

Case No. 3/RERA/Complaint(454)/2024/1010

Date: 10/07/2026

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

Thane
10/07/26

3. Neelam Nagpal

Director

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

..... **Respondent No. 3**

4. Neha Saxena Bagga,

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

..... **Respondent No. 4**

ORDER

(10.07.2026)

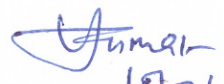
1. This order disposes of the online complaint dated 26/12/2024 filed by Mr Tejashvi Shukla and Mr Shreyashvi Shukla before the Goa Real Estate Regulatory Authority (Goa RERA) against the Respondent, under Section 31 read with Section 3,11(5), 13, 18, 59 and 61 of the Real Estate (Regulation and Development) Act, 2016 (the Act), alleging that the Allotment of the Complainants i.e. Unit No. 09 in the project "La LUCIANA" ('Subject Property') and the 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.

Amr
10/07/24

2. Upon furnishing of the notarized copy of the complaint and the copies of the requisite supporting documents by the complainant, a notice dated 29/01/2026 was issued to the Respondent for appearance and reply.
3. During the course of proceedings, the Complainants filed an application for amendment of complaint which was allowed . On completion of pleadings, the case was fixed for filing of Affidavit in Evidence by the Complainant on or before 20/01/2026 and thereafter by Respondent on 29/01/2026. On 29/01/2026, the Complainant, however, filed three miscellaneous applications seeking further amendment of the earlier amended complaint; a direction to the Respondent No.1 to furnish a copy of the agreement to sell entered into by the Respondent No.1 with the Respondents Nos.4 in respect of the subject property and for hearing on interim application prior to evidence . All the three applications were allowed vide separate orders dated 10/06/2024 and thereafter the case was fixed on 25/06/2026 for hearing on interim relief. However, both the parties on 25/06/2026 submitted that they are in a process of settling the matter amicably and sought time for that purpose . Thereafter on 10/07/2026 both the parties filed duly notarized consent terms jointly signed by both the parties through an application signed by the respective advocates of both parties. The consent terms filed are extracted as follows:-

CONSENT TERMS

The above-named Complainants and Respondents, acting through their duly authorized representatives/advocates, do hereby record the following terms of settlement arrived at mutually, amicably and without any coercion, duress,

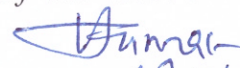

18/07/26

or undue influence, and jointly submit the same before this Hon'ble Authority for recording and passing appropriate orders in terms thereof:

- 1. The parties hereto have amicably resolved and settled all disputes, differences, claims and counter-claims arising out of or in connection with the complaint bearing Case No. 3/RERA/Complaint(454)/2024 filed before the Goa Real Estate Regulatory Authority, pertaining to Unit No. 09 in the residential housing project known as 'LA LUCIANA' situated at Survey No. 50/23-A (Plot A) and 50/23-B (Plot B), village Siolim, Bardez, North-Goa – 403517 (RERA Registration No. PRGO09232095).*
- 2. The Respondents jointly and severally agree to refund a sum of INR 34,32,446/- (Rupees Thirty-Four Lakhs Thirty-Two Thousand Four Hundred and Forty-Six Only) to the Complainants as full and final settlement of all claims and dues arising from the booking, allotment, and subsequent cancellation of the said Unit No. 09 in the said project.*
- 3. The aforesaid amount of INR 34,32,446/- has been paid by the Respondents to the Complainants by way of RTGS/NEFT bank transfer to the bank account of the Complainant. The complainant hereby confirms receipt of the full and final settlement amount and confirms the same vide UTR No. HDFCR52026061972820 967. That the complainants confirm the receipt of the amount and hereby agrees to sign the Consent Terms before this Hon'ble Authority and withdraw the complaint on their own accord.*
- 4. The Complainants agree to unconditionally and irrevocably withdraw the present complaint bearing Case No. 3/RERA/Complaint(454)/2024/126 pending before the Goa Real Estate Regulatory Authority, with no order as to costs. The Complainants undertake to take all necessary steps to withdraw the complaint after receipt of the said amount.*

Amal
19/07/24

5. *That the present settlement shall constitute a full and final settlement of all disputes, claims, demands, rights, and causes of action — whether known or unknown, existing or future — between the Complainants and the Respondents arising from or relating to the said Unit No. 09 in the said Project 'LA LUCIANA', including but not limited to claims under the Real Estate (Regulation and Development) Act, 2016.*
6. *That the complainants acknowledge receipt of the settlement amount and are hereby executing this Consent Terms on their own free will. The Complainants agree that they shall have no further right, title, claim, or interest in Unit No. 09 or any other unit in the Project 'LA LUCIANA', and the booking and allotment of Unit No. 09 stands cancelled and terminated without any further liability on either party.*
7. *The Complainants undertake not to initiate or pursue any further legal proceedings, complaints, or claims — before any court, tribunal, authority, or forum including but not limited to any RERA authority, consumer forum, or civil court — against the Respondents or their directors, officers, employees, or representatives, in relation to the subject matter of this complaint or the said Unit No. 09.*
8. *The Respondents, acknowledge receipt of the said amount of INR 34,32,446/- (Rupees Thirty-Four Lakhs Thirty-Two Thousand Four Hundred and Forty-Six Only) as full and final settlement and undertake not to pursue any claims, counter-claims, or legal proceedings against the Complainants in relation to the subject matter of this complaint or the said Unit No. 09 before any court or authority.*
9. *The parties agree that these Consent Terms be placed before this Hon'ble Authority and this Hon'ble Authority be pleased to dispose of the above complaint as settled in terms of these Consent Terms.*


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10. That the Complainants hereby unequivocally state that they have received the entire amount towards full and final settlement.

11. The parties confirm that they have read and understood these Consent Terms, have had the opportunity to seek legal advice, and are entering into this settlement voluntarily and with full and informed consent.

4. 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 related to termination of the agreement for sale executed between the parties, could always be settled in terms of mutually agreed "consent terms" particularly when these are agreed to voluntarily by the respective parties having due legal assistance.


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5. In view of the above and the fact that parties have filed jointly signed 'Consent Terms', 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 (454)/2024 stands disposed of as settled in terms of consent terms filed by the parties.


10/07/26

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

