



GOA REAL ESTATE REGULATORY AUTHORITY

101, 1st Floor, 'SPACES' Building, Plot No. 40, EDC Patta Plaza, Panaji 403 001Goa

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


F.No: 3/RERA/Complaint(335)/2023/1146

Date: 26/08/2025

Provident Housing Limited,
Yellappa Chetty Layout,
130/1, Ulsoor Road,
Karnataka-560042.....**Complainant**

V/s

1. **P Narasimha Reddy**
Mokilla Shankar Palli, Mokilla K. V. Ranga Reddy,
Telangana, Hyderabad-501203.
2. **Kumar and Associates**
77 1st Floor Sector 91
Surya Nagar Faridabad,
Hyderabad - Telangana121013.
3. **Jagmohan Singh Lamba**
181 Model House, Ludhiana
Punjab –Ludhiana,141002
4. **Laxman Sataba Hongekar**
H.No.477, Gandhi ChowkUchagaon
Belgaum Karnataka, 591125
5. **AbhijeetPadmanbhan**
4th main Road BEML Layout
Brookfield Bangalore-Karnataka
Bangalore Urban, 560066
6. **Ajay Krishna Chougule**
1st Cross Bharat Nagar,
Belgaum Karnataka 590014.

- 7. Avanika Reddy Bynageri**
Flat No 303 SailokPenumurthyHaripuriColony
Saroonagar K V Rangareddy
Telangana, RangaReddy500035
- 8. Clifford Pereira**
Flat No 31 Four Bungalow
Anderi West Mumbai
Mumbai City-Maharashtra
400053.
- 9. Deepa Prashant Wandkar**
66 4th Main RoadHanuman Nagar,
Belgaum Karnataka
590019.
- 10. Girish T Mattikop**
946 near KLE international School
Kuvempu Nagar, Karnataka
Belgaum- 590016
- 11. Lalitha Patolla**
Mokilla Shankar PalliMokilla
K V Ranga Reddy
TelanganaRanga Reddy 501101
- 12. Olivia Teresinha Gomes**
Flat No 102, 1st Floor
Prime Harmony Airport Road,
Chicalim South Goa, 403711
- 13. Mohamed Rafiudeen**
35 B ValamburiVinayagarKovli Street
KumbakonamThanjaur
Tamil Nadu, 612001
- 14. Neha Milind Subhedar**
MD 25 Housing Board Colony
Vasco Da Gama
South Goa403802. 

15. Nisha Devi

38 kb MahipalpurMalikpur,
Kohi Alias Rangapuri South West Delhi
West Delhi-110037

16. Rabia Shaikh

4th Floor Room No 28 Nizam Street,
B P Lane Mumbai-Maharashtra
Mumbai City 400003

17. Rajesh S Walawalker

Vision Park Apartments Building
B Flat GoaNorth Goa, 403002

18. Ramesh MachindraAlhat

JagrutiAlahtVasati
Pune City, Maharashtra
Pune-411057

19. SahilRakeja

2055 Rani Bagh,
North West Delhi110034

20. Shradhmayi Sahoo

Flat No.A-18 Indian Bank Staff Quarters
CBD Pillapur Navi Mumbai,
Mumbai City Maharashtra, 400614

21. VatsalyaRastogi

E 1002 Palm Drive Sector 66
Golf Course Extension
Haryana-Gurgaon 122001.

22. VidyaSantoshKarajage

133 c 1 Vishnu Galli
Vadagoun BelgaumKarnataka- 590005

23. Zohaxa Riyaz Hashami

Nathula Road Camp,
Hukeri Belgaum
Karnataka, 590001



24.Ashok Kumar Singh

No.10 Om Kuteer 2nd Cross
Gangamma layout Mahadevapura
Bangalore Urban Karnataka, 560048

25.Dasary James Anil

Plot No.6 ICRISAT Colony
Near Suman working Womens Hostel Chandra Nagar
Tirumalagiri TL-500-050
Hyderabad Telangana 500005

26.Komerla Yoga Lakshmi Narasimha

188, Reliaable Lifestyle Layout
Near Amritha College, Haralur
Bangalore Urban Karnataka 560102

27.Alwyn Prasad Dmello

Behind old post office,
Shanker Pura post
Udupi Dist. Udupi
Alipurduar, West Bengal 574115

28.AmitPrakashRevankar

Mahalaxmissociates, Plot No.26,
CCB N, Mahalaxmi Associates
Plot No.26, CCB N,
Belgaum Karnataka 590006

29.Aashish Mantri,

H.No.2/61 Laxmi Niwas
Post Taluka K
Pune Maharashtra, 416602

30.Bernard Devassy

H.No.2/2 Gujrabhat-Curca,
Tiswadi, North-Goa 403702

31.Dilip T Singnath

SaiSadan, Plot No.18,
CS, No 5274/4,
4th Cross Shasthinasra,
Belgaum Karnataka 590001



32. Dipti Unnikrishnan Vadakath

C-4, 1st floor, Maplawadi CHS,
Next to Kakkad Industrial Estate,
Sitaram Keer Marg Mahim,
Mumbai City, Maharashtra 400016

33. Gurpal Singh

Flat No-2B/803,
Plot No-8, Sector-18 A,
Bharat Petroleum Apartment Dwarka
South West Delhi, 110075

34. M S Service Inn Apartments

No. F 45 & 46, 3rd Cross,
Manyata Residency
Inside Manyata Tech Park,
Nagwara, Bangalore Urban
Karnataka, 560045

35. Mohd Yunus

Flat No.303, Patel's Avenue Road,
No. I, Hyderabad
Telanagana 500048

36. Pai Pundalika Harekal

No.3 W-33-2921/2, Hriday Kunj,
Nethaji Subhash Chandra Bose Road,
Chandrika Extension, Bejai Road,
Mangalore Dakshina Kannada
Karnataka 575004

37. Rahul V Adake

Plot No.22 Sushila Patwardhan
Layout Vad Belgaum Karnataka 590005

38. Rohidas Dnyandeo Satpute

S.No.49/2, Plot No.5, Harikrushna Complex
Flat No.4 Chandannagar
Pune Maharashtra 411014.

39. Kavita Duragkar

Plot No-2 Ajani Square
Wardha Road, Nagpur
Maharashtra, 440015



40. Sampat Gangaram Gavhane

A/P, KoregaonBhima, Tal
Shirur, Dist:Pune Maharashtra 412216

41. Sepideh Enayati

Block A 14/2 JNMC Staff Quatars
Nehru Nagar Hukeri Belgaum,
Belgaum Karnataka 590001

42. Sujata Pan

Flat-32028, block-B, Phase-2,
Janapriya Utopia,
Attapur, Hyderabad, Telangana 500048

43. Sumalata Kanagali

1552, Shubhash Road,
Kanagali near Prati,
Belgaum Karnataka 590001

44. Swapnil Vasantrao Mankumare

Yashodeep and Co.
104 Siddhivinayak Appt.
Plot No 1A-SEC-19C, Vashi, Mumbai,
Thane Maharashtra 400703.

45. Ujwala Suresh Kamat

H.No. 260, Nr. Last Bus Stop,
Water Tank, New Vaddem,
Vasco-Da-Gama, South Goa 403802

46. Varshini

340, 11th Main, Akash Vihar,
ISRO Layout, Phase II,
Harohalli, Yelahanka
Bangalore Urban Karnataka, 560064

47. Vimi Chawla

28 A Gokuley Marge,
Lucknow Uttar Pradesh 226001



48. Anup Kumar Gupta

F.No-262, Plot 10, Sec 11
Heritage Appt, Dwarka,
Near Sector 11 Metro Station
Dwarka Sector 6, District Cour Complex, Delhi,
South West Delhi, 110075

49. Satyawan Vengurlekar

A-3 Essen Enclave,
Near Pallotti Home,
Chicalim, South-Goa, 403711

50. Feroz Khan

13-6-437/A/17/1, KhaderBagh,
Indra Nagar, Golconda Post Hyderabad
Hyderabad Telangana, 560042

51. Hetal Ankur Dapkawala

B-12, Shubh Residency,
Opp. Bhakti Oham Temple
Puma, Kubharia Road, Surat
Gujarat 395010.

52. Mahesh Reddy Nalamadha

7 lat #104, Road #3 VijayaLaxmiAnnexe Apartment
Margadarshi Colony, Kothapet RR distr
Hyderabad Telangana 500035

53. Ganesh K Tolani

No.10, Sindhi colony,
Hindalaga, Belgaum
Karnataka, 590001.

54. Derrick Lucas Rodrigues

OuchemBhatAnjuna,
Bardez Goa,
North Goa, 403606

55. Harish A Kulgude

4867/1 sampigeRoad
2nd main 1st cross, Sadashivnagar
Belgaum Karnataka 590001



56.Indranil Aikat

H1101, Park view Spa, Sector 47,
Adjacent to DPS Sec-47,
Gurgaon, Haryana 122018

57.Srinivas Reddy Adulla

12-1-90/1, Shivaninagar,
Bandlaguda nagole, 12-1-90/1,
Shivaninagar, Bandlaguda Nagole,
Hyderabad Telangana, 500068.

58.Krishnan Kumar Setia

2232, ATS Hamlet, Sector-104,
Noida DL-Sector-104
Noida Gautam Buddh Nagar
Uttar Pradesh 201304

59.BrijeshYadav

A-704, JagadishApts,
Marol Military Road Andheri East
Mumbai city, Maharashtra 400059

60. WaddepallyAneesh

H.No-10-97, Meenakshi Estates,
Opp. Bharat Petroleum Jeedimetla Village
Qutubullapur, Hyderabad
Telangana 500067

61. BhavnaRameshlalWadhwa

Sea Star Garden Marriage Lawns,
Plot No:32 Pencil factory Road,
Near CNG pump, Ulhasnagar
Thane Maharashtra 421004

62. Akshata Kakade

Plot No.398, Devaraj URS Colony
Basavan, Belgaum Karnataka 591124

63. ArunDhumale

CTS, No.155A/1
Budhwar pet Tilakawadi,
Belgaum Karnataka, 590006



64. BRANDALIVE EVENTS PRIVATE LIMITED

Flat No.204, Block A, Kamdenu Homez
Vasant Vihar Phase-1, Dhakoli,
Zirakpur Patiala Punjab, 140603

65. DanduUdyaRaju

Flat No.202 Vaishnavi Apartments,
Street No.2 CZECH Colony sanathnagar
Hyderabad Telangana 500018

66.Dhan Bahadur Gagan Chand

A-1901 Neelkanth Height Pokharan,
Road No-2 Upvan Lake
Dev Dava Nagarwest Jakegram
Thane Maharashtra, 400601

67.DurgeshSarmalkar

403, Krishnakunj Building,
Near Growells 101 Mall
Akurli Road, Kandivali East
Mumbai City Maharashtra 400101

68.GurupadagoudaSanganagoudaPatil

Basaveshwar Nagar, Goudar Oni, Ron, Gada
Basaveshwar Nagar Bangalore Urban
Karnataka 582209


69. Kanchan Goel

Wo Ravi Kumar # 501
Casa Mitasu near St,
Belgaum Karnataka 590001

70.KoriKallappaSharanappa

SaiSadan, Plot No.18, CS, No 5274/4
4th Cross, Shasthinasra
Belgaum Karnataka, 590001

71.Lovell Cedric Mathew Miranda

c/oAllwynsaldanha a3, 101,
Bhoomiraj woods, Plot No:55
Near jalvayu, sector 20, kharghar,
Raigadnavi Mumbai
Maharashtra, 410210 

72. Nitin Vitthalrao Gaware

B1 Pelican Park, Plot No-87
A,N-3 Cidco Aurangabad
Maharashtra 431001

73. Rajesh N. Singh

Flat No.24, Bharat Forge CHS-1
Viman Nagar,
Pune Maharashtra, 411014

74. Reena Arakasali

283/8, Sumithra Sadan,
1st Cross Shastri Nagar
Near Shree Mata Society
Belagaun Karnataka, 560042

75. Shaikh Samreen Bee

Dream Valley Hos Soc, Shivrampalley, Villa No # 49
Pillar # 306 Aramghar X Road
Hyderabad Telangana 500052

76. Sanjay Sinha

Flat No 581, Sector-4, Plot-35,
Green Heaven Apartment,
Dwarka West Delhi, Delhi 110075

77. Vijay Kiran Pothuraju

Flat No 5-B, Doyen Majestic Apartment,
D, 8-3-222/B/7/, D,-36
Doyen Majestic Apar
Hyderabad Telangana 500038

Respondent(s)

ORDER
(26/08/2025)

- 1) This order disposes of the online complaint dated 11/01/2023 filed by Provident Housing Limited (complainant) before the Goa Real Estate Regulatory Authority (Goa RERA) against 77 Respondents including the eight respondents listed at Sr No. 3, 10, 15, 21, 22, 55, 73 and 76, 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'), stating that these Respondents had entered into an Agreement for Sale (herein after referred to as 'the said agreement')qua purchase of an apartment unit in the Project '**Adora De Goa**'. The specific details in respect of each of the eight above referred respondents are as below:

Sr. No. in Cause Title	Name of Respondent/ Allottee	Name of project	Date of execution of agreement
3	Jagmohan Lamba	Provident Adora De Goa	19/11/2018
10	Girish Mattikop	Provident Adora De Goa	05/09/2018
15	Nisha Devi	Provident Adora De Goa	15/03/2019
21	Vatsalya Rastogi	Provident Adora De Goa	15/04/2019
22	Vidya Santosh Karajge	Provident Adora De Goa	13/02/2019
55	Harish Kulgude	Provident Adora De Goa	26/03/2019
73	Rajesh Singh	Provident Adora De Goa	07/12/2019
76	Sanjay Sinha	Provident Adora De Goa	23/11/2018

- 2) The Complainant has submitted that vide the said Agreement Allottees/Respondents herein 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 Respondents above named/referred 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. It was also submitted that though inspite of the inordinate delay, several opportunities were extended to these Respondents to make payments; the said Respondents has unilaterally refused to make the requisite payments and has been grossly negligent towards his obligations.

- 3) The complainant has further stated that pursuant to the filing of complaint before Goa RERA, some allottees appeared before the Authority and some directly approached the complainant and cleared their outstanding amounts and in some other case the matters were settled amicably. Besides, these there were several respondents who were not reachable at all and notices could be served upon them. The complainant has further stated that accordingly, it filed applications for deletion of names of several respondents during the course of proceeding, and finally application dated 25/02/2025 for further deletion of 13 respondents with the prayer to proceed with the remaining 10 respondents mentioned here below:-

S.No.	Name of the Respondents
1	Jagmohan Singh Lamba
2	Girish T Mattikop
3	Nisha Devi
4	Vatsalya Rastogi
5	Vidya Santosh Karajage
6	M/s Service Inn Apartments
7	Harish A Kulgude
8	Durgesh Sarmalkar
9	Rajesh N Singh
10	Sanjay Sinha



However , M/s Service Inn Apartments in the mean while put in appearance on 08/05/2025 and opted to explore the possibility of settlement which is yet to be concluded. Since during the course of proceedings, none of the remaining nine respondents appeared in person or through Authorized representative and also did not respond to the notices or filed any reply despite service of notices & follow up emails; the matter was heard on 03.06.2025 on the limited issue of proceeding with the matter ex-parte against these nine respondents. While none remained present for Respondents, the Complainant's authorized representative argued that since the respondents have neither appeared nor filed a reply inspite of being duly served, the matter may be proceeded ex-parte. In view the submission made by the Complainant including the service report, it was decided to proceed with the matter ex-parte against these nine respondents vide order dated 06.06.2025. The matter was further fixed for 24.06.2025 at 2.30 p.m. for final hearing of the main complaint and a copy of the said order dated 06.06.2025 along with a copy of the complaint as well as the written arguments filed by the complainant was directed to be forwarded to all these nine respondents for their information and necessary action inter-alia stipulating that in case any of the said nine Respondents put in appearance on 24.06.2025, he shall be heard on the main complaint and would also have the opportunity to file reply/written arguments. Barring Mr. Durgesh Sarmalkar, (Respondent No. 67) none of the remaining eight respondents nor any representative on their behalf appeared and also no reply or written arguments were filed on behalf of these respondents. Mr. Durgesh Sarmalkar opted for mutual settlement of the issue and the complainant withdrew its complaint Qua Mr. Durgesh Sarmalkar on 25.07.2025. Resultantly, the matter was proceeded ex-parte in respect of the eight respondents listed at Sr. No. 3, 10, 15, 21, 22, 55, 73 and 76.

- 4) The complainant vide its written submissions and also during the course of arguments stated that it had earlier also preferred various complaints in 2021




against the same 77 respondents mentioned in the cause title alleging that the respondents have failed and neglected to make payments as per the Agreements for sale and had further prayed this Authority to cancel the registered Agreements for sale executed between the complainant and the respondents 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.”

- 5) The complainant during the course of the argument further pleaded that in the given circumstances where the respondents has not been responding to the various demand letters and notices issued by the complainant/promoter and the complainant has already exhausted all the remedies available to it/terminated and cancelled the said agreements executed by it with the respondents; the cancellation of the said agreement which is a registered document, would further require a direction from Goa RERA to execute and register a Cancellation Deed 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 respondents (allottees); 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.
- 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 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

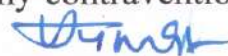
fails to ensure that the allottee comes forward for cancellation in the interest of real estate project, the Authority is duty bound to appoint the representative or commission on behalf of the Authority to execute Deed of Cancellation as well as to direct the Jurisdictional Sub-Registrar to make an 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 (non-compliance) 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 register cancellation deed within 30 days of the order for cancellation of the 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 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.
- 11) 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 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 there under 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. Pertinently, the complainant has neither claimed any interest liability upon the Respondents nor has put on record any demand notice issued in this regard. 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 respondents (allottees); 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 available to the promoter; also does not hold water as the provisions of the Act nowhere support or provide for such powers to the Authority for issuance of the direction prayed for by the complainant. In fact the preamble of the Act puts a distinct emphasis upon protection of interest of the consumers in real estate sector and read in that context, the usage of word '*unilateral*' as one of the



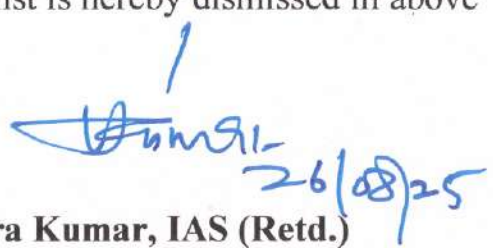
grounds for challenging the cancellation of allotment or agreement for sale by the promoter under Section 11(5) of the Act, further supports the view expressed hereinabove.

- 12) The complainant has also unsuccessfully tried to interpret the earlier order of this Authority 07.02.2022 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.
- 13) It is also pertinent to state that this Authority insisted upon proper service of notices to all the respondents whereby the complainant itself applied for deletion of names of 67 respondents out of the total of 77 respondents on account of mutual settlements as well as its in-ability to serve upon the respondents.
- 14) 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.
- 15) The complainant has further submitted that it had exhausted all the remedies available to call upon these customers to regularize their payments in order to avoid breach of their contractual obligations and also further sent 03 reminder notices to all these customers in accordance with terms and conditions of the Agreements to come further and make payments but unfortunately the respondents did not turn up. It is further pertinent to add



that the complainant vide its complaint dated 11/01/2023 has neither specifically claimed to have taken requisite steps in terms of the Agreement for Sale to cancel the allotment nor the record submitted by it in this regard reveals the same. It is further added that in the absence of any challenge / response by the Respondents/allottees this forum did not have the occasion to examine the merits of the claimed cancellation /termination of the respective agreement to sell by the respondents herein.

- 16) In view of the above, the prayer for issuance of directions sought by the complainant cannot be acceded to and the online complaint dated 11/01/2023 filed by the complainant in respect of the eight respondents listed as Sr. No. 3, 10, 15, 21, 22, 55, 73 and 76 in the cause list is hereby dismissed in above terms.


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