



## GOA REAL ESTATE REGULATORY AUTHORITY

101, 1<sup>st</sup> Floor, 'SPACES' Building, Plot No. 40, EDC Patto Plaza, Panaji 403 001 Goa

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Case No. 3/RERA/Complaint(454)/2024/901

Date: 10 /06/2026

**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

*Ujyesh*  
10/06/26

**3. Neelam Nagpal**

**Director**

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

..... Respondent No. 3

**4. Neha Saxena Bagga**


743 A, Sector 14,  
Industrial Estate Gurgaon,  
Haryana, 122007,  
Contact No. 9205955979

..... Respondent No. 4

**ORDER**

**(Dated 10.06.2026)**

1. By this order, I proceed to dispose off the Application dated 16/01/2026 filed by the complainant objecting to the filing of reply by respondent No. 4 which neither bears her signature nor is verified and supported by an affidavit and seeking a direction to the respondent No.4 to furnish the said reply duly signed, verified and supported by an Affidavit. Besides, 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; to the complainant, has also been prayed for.
2. The above referred miscellaneous application has been filed by the complainant in the ongoing proceedings being held in the context of a complaint filed 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%

  
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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 favour of allottee which had not been executed and registered so far in the present case.

3. During the course of the above proceeding, the respondent No. 4 was impleaded in the present proceedings on account of execution of an Agreement for Sale dated 30.01.2025 between Respondent No.1 and Respondent No.4 in respect of the subject property after the alleged cancellation of earlier allotment to complainant herein. Further, the said Respondent filed her reply dated 09th January 2026 to the complaint which was neither signed by the said party nor was verified and supported by an affidavit, but was filed by the advocate on record. The complainant thus filed the present application objecting to the respondent no. 4 filing reply in such manner and further sought issue of directions to the respondent to file a reply duly signed, verified and supported by an affidavit. The complainant has also sought for directions to the respondent to furnish the copy of the Agreement To Sell (ATS) entered into by the respondent no.1 with the respondents no. 4, with respect to the subject property.
4. With regard to the contention of the filing of the reply without being signed by the respondent No.4 and also being not verified and supported by an Affidavit, it is noted that the respondent has already furnished a sworn copy of the said reply along with verification, on record and the copy of the same was also furnished to the advocate for complainant during the course of the proceedings. Accordingly, the advocate for the complainant has fairly stated that the relief sought in the instant application stands limited to the extent of seeking a copy of agreement to sale executed between respondent No.1 and respondent No.4.
5. In support of his prayer as above, the complainant while drawing attention to the fact that the matter was already fixed for evidence without the

respondents furnishing the copy of the ATS executed between them either to this Authority or to the complainant; stated that this amounts to fraudulent suppression of material particulars and thus prayed for directions to the respondent to furnish the copy of the said Agreement to Sell dated 30.01.2025 entered into by the respondent No.1 with the respondent No.4. Per Contra, the Respondent has opposed furnishing a copy of the said Agreement to Sale to the Complainant stating that the complainant does not have any right to demand the copy of registered document executed between Respondent No. 1 and 4 since the said Agreement to Sale executed between Respondent No. 1 & 4 is an independent contract and the Respondent No. 4 cannot be compelled to share this document with the Complainant. Further, the Complainant has been aware about the execution of Agreement to Sale since April, 2025 when Respondent No. 1 had disclosed in their reply that the said unit has already been transferred in favour of Respondent No. 4.

6. It is relevant to note here that while allowing the application dated 11.06.2025 filed by the complainant for impleading respondent No.4 in the present proceeding, vide order dated 29.09.2025; it was observed vide para 19 of the said order, as follows:

“19. It is pertinent to observe here that the case of the respondent is that it has executed the said agreement of sale dated 30.01.2025 only after the termination/cancellation of the earlier allotment executed by it in favour of the complainant which is under challenge in the present proceeding. Further, the first and foremost of the relief sought in the complaint dated 26.12.2024 is to revoke the termination/cancellation and restore the allotment of the said unit in favour of the complainants. Since the execution of agreement for sale dated 30.01.2025 is admittedly consequent upon termination/cancellation of the earlier allotment of the subject property to the complainants and the possibility of grant of relief sought in the

complaint dated 20.06.2024 i.e. to revoke the termination /cancellation and restore the allotment of the said unit in favour of the complainant, cannot be ruled out at this stage; the proposed respondent No.4 is clearly required to be impleaded as necessary party to the present proceedings in order to properly adjudicate the instant complaint. Pertinently, the said third party to whom the 'subject property' has been subsequently allotted and with whom agreement for sale has been executed on 30.01.2025; is also an allottee in terms of the provisions of section 2(d) of the Act and his rights including the right under section 31 of the act to approach the authority in case of being aggrieved; would be no less than the complainants/allottee.”

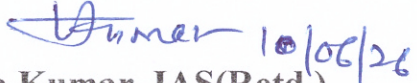
7. Authority vide para 22 of the said order further observed as follows:-

“22. With regard to the contention of the respondent that the additional relief of declaration sought by the complainant that the sale of the 'subject property' is illegal and to set aside the Sale Deed cannot be granted by this Authority under the Act; it is observed that Since the execution of the agreement of sale dated 30.01.2025 is admittedly consequent upon termination/cancellation of the earlier allotment of the subject property to the complainants, the said subsequent event constitutes continuity of the cause of action..... by this Authority.”

8. Keeping in view the above observations, the opposition of the respondent to place the copy of the said agreement to sell dated 30.01.2025 on record and to furnish a copy of the same to the complainant herein on the ground that the said document is an independent contract and thus cannot be shared with the complainant; is not only untenable but also is pre-emptive at this stage particularly when the issue of termination/cancellation of the earlier allotment of the subject property to the complainant; is still under consideration of the Authority and the subsequent execution of the agreement to sell dated 30.01.2025 as noted herein above, constitutes continuity of cause of action.

*Amor*  
15/06/26

9. In view of what has been discussed herein above and since no prejudice will be caused to the respondent, the present application is allowed in terms of clause 5(c) of the present application. The respondents are hereby directed to place a duly notarized copy of the Agreement To Sell dated 30.01.2025 entered into by the respondent No.1 with the respondents No. 4 with respect to the subject property on record on next date of hearing i.e. **22.06.2026 at 4.15 p.m.** and also to provide a photocopy thereof to the complainant/Applicant herein by 18.06.2026 through email and exchange hard copy of the same on next date i.e. 22.06.2026.

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