



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(335)/2023/850

Date: 03/06/2026

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 - Telangana 121013.
- 3. Jagmohan Singh Lamba**
181 Model House, Ludhiana
Punjab - Ludhiana, 141002
- 4. Laxman Sataba Hongekar**
H.No.477, Gandhi Chowk Uchagaon
Belgaum Karnataka, 591125
- 5. Abhijeet Padmanbhan**
4th main Road BEML Layout
Brookfield Bangalore-Karnataka
Bangalore Urban, 560066

[Signature]

- 6. Ajay Krishna Chougule**
1st Cross Bharat Nagar,
Belgaum Karnataka 590014.
- 7. Avanika Reddy Bynageri**
Flat No 303 Sailok Penumurthy Haripuri Colony
Saroornagar K V Rangareddy
Telangana, RangaReddy 500035
- 8. Clifford Pereira**
Flat No 31 Four Bungalow
Anderi West Mumbai
Mumbai City-Maharashtra
400053.
- 9. Deepa Prashant Wandkar**
66 4th Main Road Hanuman Nagar,
Belgaum Karnataka
590019.
- 10. Girish T Mattikop**
946 near KLE international School
Kuvempu Nagar, Karnataka
Belgaum- 590016
- 11. Lalitha Patolla**
Mokilla Shankar Palli Mokilla
K V Ranga Reddy
Telangana Ranga Reddy 501101
- 12. Olivia Teresinha Gomes**
Flat No 102, 1st Floor
Prime Harmony Airport Road,
Chicalim South Goa, 403711
- 13. Mohamed Rafiudeen**
35 B Valamburi Vinayagar Kovli Street
Kumbakonam Thanjaur
Tamil Nadu, 612001



- 14. Neha Milind Subhedar**
MD 25 Housing Board Colony
Vasco Da Gama
South Goa 403802.
- 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 Goa North Goa, 403002
- 18. Ramesh MachindraAlhat**
JagrutiAlahtVasati
Pune City, Maharashtra
Pune-411057
- 19. SahilRakeja**
2055 Rani Bagh,
North West Delhi 110034
- 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 Belgaum Karnataka- 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,
SitaramKeerMargMahim,
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.3W-33-2921/2, HridayKunj,
NethajiSubhash Chandra Bose Road,
ChandrikaExtention, Bejai Road,
Mangalore Dakshina Kannada
Karnataka 575004



37. Rahul V Adake

Plot No.22 SushilaPatwardhan
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 Quarters
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 No1A-SEC-19C, Vashi, Mumbai,
Thane Maharashtra 400703.

to sumo-

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. Satyawar Vengurlekar

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

50. Feroz Khan

13-6-437/A/17/1, Khader Bagh,
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 Vijaya Laxmi Annexe 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

Ouchem Bhat Anjuna,
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. Waddepally Aneesh

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

61. Bhavna Rameshlal Wadhwa

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. Arun Dhumale

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. Dandu Udaya Raju

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. Durgesh Sarmalkar

403, Krishnakunj Building,
Near Growells 101 Mall



Akurli Road, Kandivali East
Mumbai City Maharashtra 400101

68. Gurupadagouda Sanganagouda Patil

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. Kori Kallappa Sharanappa

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

71. Lovell Cedric Mathew Miranda

c/oAllwyn saldanha a3, 101,
Bhoomiraj woods, Plot No:55
Near jalvayu, sector 20, kharghar,
Raigad navi 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, SumithraSadan,
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 KiranPothuraju

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

Respondent (s)

ORDER
(27/05/2026)

- 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 Respondent including M/s Service Inn Apartments, 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 a unit bearing no. Row 18/E/206 in the project of the Complainant named as "**ADORA DE GOA**".

2) The Complainant has submitted that vide the said Agreement Allottees/Respondent 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 Respondent 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 not be served upon them and accordingly vide application dated 25/02/2025 the Complainant prayed for deletion of 13 respondents with the prayer to proceed with the remaining 10 respondents, including M/s Service Inn Apartments ex parte. 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.

- 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.

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:-

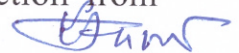
“.....that if the allottee has made a default either in making installments or made any breach of the agreement, the promoter has a right to cancel the allotment in terms of section 11(5) of the Act and proviso to sub- section 5 of Section 11 enables the allottee to approach the regulatory authority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

5. 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 since 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; the respondent in pursuance of the above referred observation of Goa RERA; has already terminated and cancelled the said agreements executed by it with the respondents. Further, as the cancellation of the said agreement which is a registered document, would require the presence of the Respondent for execution of the cancellation deed and in the given circumstance where the respondents are not co-operating; it requires 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) After the proceeding held on 08/05/2025 wherein in both parties opted to settle the issue amicably, the complaint and Respondent sought several adjournment to further and finalize the settlement of issue in question between the parties.



7) Consequently, both the parties along with their respective Ld. Advocates, voluntarily and amicably settled the matter amongst themselves and filed a signed "Consent Terms" which are reproduced as under:-

CONSENT TERMS

“The respective parties in Complaint No. Case no. 3/RERA/Comp (335)/2023 have arrived at an amicable settlement with regard to the purchase of unit bearing no. Row 18/E/206 in the project of the Complainant named as **“PROVIDENT ADORA DE GOA”** located in Goa.

The parties confirm that the case is settled amicably and this settlement is towards “Full and Final Settlement” of all accounts as against the Purchase of Unit bearing no. Row 18/E/206. Pursuant to this settlement, the Respondent confirms that Respondent is not entitled for any further claims as against Provident Housing Limited or its Parent Company as regards the aforesaid Apartment as all necessary adjustments and waiver has been carried out in this settlement.



The Respondent further claims that Provident Housing Limited and its parent company is discharged from all past, present and future disputes, cause of action, claims, obligations, demands, rights, compensations, cost, expenses, rights or liabilities of any kind or nature whatsoever and this settlement is arrived mutually.

The Respondent and the Complainant have duly discharged their respective obligations under the Agreement, and the Respondent has made payment of the entire sale consideration in full and final settlement of all claims arising thereunder. The execution and registration of the Sale Deed remains pending, contingent upon the availability of the Respondent and the appointment of a suitable slot by the concerned Sub-Registrar's office. With the cooperation of the Respondent, the Complainant shall endeavor to complete the registration process on or before 30 May 2026.

The Complainant hereby affirms that the unit is ready for handover, and upon the Respondent completing the registration of the Sale Deed, possession of the said unit shall be delivered forthwith and without any undue delay. All payments required



for the registration process, including but not limited to stamp duty and execution charges, shall be borne solely and exclusively by the Respondent for the due and proper execution thereof.

Further, Respondent undertakes to not initiate any further proceedings against Provident Housing Limited or its Parent Company before any court of law in relation to facts as mentioned hereinabove as all the issues stands resolved and matter is amicably settled between the parties.

In light of the above, the present consent terms shall be taken on record as settled” .

- 8) 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 various demand letters and also the consequential 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.

- 9) In view of 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 (335)/2023 stands disposed of as settled in terms of consent terms filed by the parties.

 27/05/26
Virendra Kumar, IAS (Retd.)
Member, Goa RERA