



GOA REAL ESTATE REGULATORY AUTHORITY

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F.No: 3/RERA/Complaint(403)/2023/923

Date: 16/06/2026

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

..... **Complainant**


V/s

Mr. Leslie D'Souza,
R/o 2033, Prestige Misty Waters,
Near Ring Road, Hebbal, Kempapura,
Bangalore Urban – 56024

..... **Respondent**

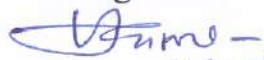
ORDER **(12/06/2026)**

- 1) This order disposes of the online complaint dated 15/12/2023 filed by Provident Housing Limited (complainant) before the Goa Real Estate Regulatory Authority (Goa RERA) against the Respondent, 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


12/06/2026

after referred to as 'the said agreement')qua purchase of a Apartment bearing no. B-303, 3rd Floor, Block -4, Row -3, 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.



12/02/16

3) The complainant vide its written submissions and also during the course of arguments drew attention to similar earlier matters where the respondents therein were alleged to have failed and neglected to make payments as per the Agreements and accordingly, the complainant had 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


12/06/26


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."

4. The complainant during the course of the argument further pleaded that since the respondent has not been responding to

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the various demand letters and notices issued by the complainant/promoter, the complainant after exhausting all the remedies available to it and in pursuance of the above referred observation of Goa RERA; has already terminated and cancelled the agreement executed by it with the respondent. Since, 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 cooperating; 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


12/02/26


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.

5. The respondent initially neither appeared in person nor was represented through an Advocate or the Authorized representative. However Adv Laxman Pednekar appeared for the respondent during the proceeding held on 08/05/2025, and both parties opted to settle the issue amicably. The complaint and Respondent sought several adjournment thereafter to further and finalize the settlement of issue in question between the parties.

6. 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.


12/02/20

7. During the course of hearing held on 11/02/2026 the Complainant filed a copy of the consent terms duly signed by both parties, some of the terms included therein however, needed clarification and as such, the complainant 'opted' to seek time for final withdrawal of the complaint. Consequently on 27/05/2026, the Complainant filed a memo of withdrawal of complaint with liberty to reinitiate the proceeding in the event of non compliance of the terms agreed to by the Respondent. However, no separate consent terms were filed by the parties qua the said memo of withdrawal which also did not bear the signature of the Respondent confirming his agreement with the contents of the withdrawal memo particularly relating to his undertaking as to making of further payments of demands etc. The complainant was apprised of the same and sought a weeks time for doing needful.


8. During the hearing held on 12/06/2026, the complainant submitted another Memo of Withdrawal dated 05/06/2026 which was taken on record and reads as follows:-

"This is to respectfully submit before this Hon'ble Authority that the the parties to the above-mentioned complaint have amicably


12/06/26

resolved disputes inter se concerning Unit No. Row/E/B/303 situated in Provident Adora De Goa. It is respectively submitted that the Respondent has duly complied with and regularized all payment obligations arising out of the demands raised as on till date. In view of the aforesaid, the Complainant hereby express their intention to withdraw the present case pending before this Hon'ble Authority."

9. In view of the above, the complaint no. 3/RERA/Complaint (335)/2023 stands dismissed as withdrawn. Further, the present proceeding relating to the said online complaint stands disposed of in above terms.


12/02/26

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