



## GOA REAL ESTATE REGULATORY AUTHORITY

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F.No:3/RERA/Complaint (451)/2024/ 855

Date: 09/07/2025

(BEFORE THE MEMBER SHRI VINCENT D'SILVA)

**Shikha Sharma**

22/243/1, First Floor, Aquamarine 1,  
Plot 51 A, La Oceana Colony,  
Dona Paula, Goa, 403004.

.....Complainant

*Versus*

**1. Prescon Homes Private Limited,**

Represented by its Director Mr. Vinay Kedia  
Prescon Office No. 207, Second Floor,  
Edcon Mindspace, Behind Campal Trade Centre,  
Campal, Panaji, Goa-403001.

**2. Manasum Senior Living LLP.**

Represented by its Partner Mrs. Sumathy Anatharam  
9, 2<sup>nd</sup> Floor, 9<sup>th</sup> Main Road,  
Jayanagar, 5<sup>th</sup> Block,  
Bengaluru, Karnataka, India-560041.

**3. Crown Management Company**

Represented by Mr. Eric Botelho,

S3, Deepra Avenue,  
Vancio Vaddo, Guirim,  
Mapusa, Goa, 403507.

.....Respondents

Ld. Advocate R. Pednekar along with Ms. S. Nadkarni for the complainant.

Ld. Advocate Iftikhar Agha along with Ld. Advocate Ketan Morajkar for the respondent no. 1.

Ld. Advocate Vishnuprasad A. Lawande along with Ld. Advocate Smita Gawas for the respondent no. 2.

Ld. Advocate Luis Fernandes for the respondent no. 3

### **ORDER**

**(Delivered on this 9<sup>th</sup> day of the month of July, 2025)**

This is a complaint filed under Section 31 of the Real Estate (Regulation and Development) Act, 2016.

2. Briefly stated, the case of the complainant is as follows:-

The complainant is an allottee and a registered agreement holder of the two ground floor apartment no. A3-003 and 004 in Phase I of the project "Ikigai Goa" at Azossim, Neura, Goa. The respondent no. 1 is the promoter and developer of the said project and respondent no. 2 is the bulk inventory buyer and re-seller acting as a real estate agent. Respondent no. 3 is also the real estate agent represented by Mr. Eric Botelho. The said project was advertised and published by respondent no. 1 as project for senior citizens. The complainant as advised by the respondent no. 1

purchased two apartments through two separate agreements for sale dated 08.05.2024 for ₹45,25,000/- and dated 13.05.2024 for ₹47,25,000/- respectively.

The respondent no. 1 have not raised any demand on the complainant till the end of August 2024 as they agreed to adjust an amount of ₹1.27 Crore incentive which was to accrue in July 2024 in favour of the complainant as per the engagement terms with respondent no.1 for facilitating the said purchase transaction executed between respondent no. 1 and 2.

3. The complainant trusted the respondent no. 1, however, due to dishonest conduct of the respondent, the said incentive has not been paid to the complainant and threatened to cancel the agreement. The complainant initiated a recovery of civil action vide a Commercial suit no. 10/2024 before Civil Court, Panaji as the respondent no. 1 owe ₹1.27 Crore to the complainant. The respondent has committed various violations in terms of the license permissions, NOCs and provisions of the law. The RERA registration for the project has expired and no such extension has been applied. The project as a whole is incomplete and the open areas are still under development. The complainant has raised various grounds of violations in the complaint and sought various reliefs/compensation at Para VII (b) to (o) of the complaint.

4. The respondent no. 1 filed a reply inter-alia contending that the complainant has approached the authority with unclean hands. The complainant has filed



numerous complaints in various forums by distorting the facts. The complainant is a defaulter of payment of both the flats. The complainant was working with respondent no. 1 from October 2023 till August 2024. The reliefs sought by the complainant cannot be granted as she has failed to make payments inspite of her admission. The letter of appointment dated 27.09.2023 as sales consultant was to promote sales for the project but she failed to get even a single sale from outstation market nor has made any sale pertaining to project "Ikigai Goa". The complainant is just an agreement holder and not a purchaser with a registered sale deed. The complainant has filed false cases against the respondent.

5. The respondent no. 2 also filed a reply inter-alia contending that the respondent no. 1 entered into an agreement with respondent no. 2 where it purchased 156 apartments in the said project. The respondent no. 2 is registered with RERA and has acted within the scope of its duties and obligation in a fair, transparent and lawful manner. No case has been made out and therefore, the complaint may be dismissed.

6. The respondent no. 3 also filed a reply inter-alia contending that the complainant cannot bypass the terms and conditions of the agreements and that the complainant is under contractual agreement to refer the matter for arbitration. The complainant has already filed a commercial suit against the respondent no. 1 for recovery of dues/adjustment of incentives. The complainant is a defaulter of the

payment in respect of both the flats. The entire litigation now filed is bogus and therefore, it should be dismissed with exemplary cost.

7. Argument heard. Notes of written arguments came to be placed on record by the parties.

8. The points which come for my determination along with the findings and reasons thereon are as follows:-

Sr. No.	Points for determination	Findings
1.	Whether the complainant is entitled to appoint a commission of enquiry and conduct investigation under Section 35(1) of the Act?	In the negative.
2.	Whether the respondent no. 1 committed offence under Section 69 of the Act?	In the negative.
3.	Whether the respondent no. 1 is required to be restrained from selling, promoting or marketing further projects in the State of Goa?	In the negative.
4.	Whether the license issued to respondent no. 3 for selling, promoting and marketing project to be suspended?	In the negative.

5.	Whether the respondents are to be directed to produce the books of accounts for the last three years under Section 35(2)(i) of the Act?	In the negative.
6.	Whether the respondent no. 1 is required to disclose the date of receipt of CC/OC for the club in Phase I, date of STP becoming functional and the receipt of CTO?	In the negative.
7.	Whether the complainant is entitled to direct the respondent no.1 to handover possession of the apartment A3-003 and 004 as per the agreement?	In the negative.
8.	Whether the complainant is entitled for compensation of equivalent rate of 15% plus RPLR interest?	In the negative.
9.	Whether the complainant is entitled to direct the Saraswat Bank holding the project bank account to freeze the designated bank account?	In the negative.
10.	Whether the complainant is entitled to direct the respondent no.1 to form a society and handover administration of common areas to the society?	In the negative.
	Whether the complainant is entitled for levying	In the negative.

	exceptional penalty for adopting unfair trade practices under the Act by respondents?	
11.	Whether the complainant is entitled to refer the matter to Competition Commission of India for monopolizing in the State of Goa and abusing the interest of the allottees?	In the negative.
12.	Whether the complainant is entitled for grant of legal expenses?	In the negative.
13.	What reliefs, what order?	As per final order

## **REASONS**

### **Point No. 2 to 4, 6 to 13**

9. The above points are taken up together as they are inter-related and would be dependent on each other.

10. Ld. Advocate Shri R. Pednekar for the complainant has submitted that the complainant is entitled for the reliefs sought on account of dishonest trade practices, criminal breach of trust and blatant refusal to pay the incentives due to the complainant as the respondent no. 1 owe over 1.27 Crore to the complainant in which regard the complainant has already initiated recovery of dues in a commercial suit filed against respondent no. 1 by the complainant. He further



submitted that there was understanding on pending payment/adjustment of the incentives towards the balance sale consideration payable towards the said apartments and that no payment demand was ever raised by the respondent no. 1 on the complainant till the end of August 2024. The said incentives were never paid to the complainant nor same was adjusted towards the sale consideration and therefore, the complainant is entitled for the reliefs prayed.

11. Per contra, Ld. Advocate Shri Iftikhar Agha for respondent no. 1 along with Ld. Advocate Shri Vishnuprasad A. Lawande for respondent no2 and Ld. Advocate Shri Luis Fernandes for respondent no. 3 have submitted that the complainant was working with the respondent no. 1 as sales consultant and after her resignation filed a commercial suit for recovery of dues/adjustment of incentives with a malafide intention. The complainant is a defaulter of payment in respect of both the flats and is merely trying to avoid payment of installment to the respondent. The complainant is seeking orders to deliver the apartments by adjusting the so called incentives, the subject matter of which is pending before the Commercial Court at Panaji. The complainant is using all the tactics to meet her unlawful demands and has also filed a police complaint on the same subject matter. The complainant therefore is not entitled for any reliefs.

12. Admittedly, the complainant was working with the respondent no. 1 company as a sales consultant. The appointment letter dated 27.09.2023 makes



reference to the complainant as 'sales consultant' for their project 'Ikigai Goa' and the objective was to promote sales for the project in outstation markets like Delhi, Chandigarh, Punjab, Mumbai, Hyderabad etc. and the target was to sell 150 apartments in the project within six to nine months and the first 50 units were projected to be sold within 03 months. The complainant was to be paid monthly retainer fees of ₹1,00,000/- plus ₹20,000/- as conveyance allowance. There is no dispute about the payment of the said retainer fee and the allowances. The complainant as per the said appointment letter was to be paid success based incentive namely: (i) 1% of the sales agreement value on outstation sales achieved up to 50 units; (ii) 1.50% of sales agreement value on outstation sales above 50 units; (iii) Above incentive is inclusive of GST, if applicable; (iv) Incentive will be released upon receipt of 20% payment and registration by the customer/s.

13. The above appointment letter clearly states that the complainant was appointed on 'success based incentive' as stated above. There is however no evidence adduced on record that the complainant has promoted any sale for the said project in 'outstation market' as above or achieved any sales target as per the letter of appointment. The complainant has also not raised any demands with regards to the above incentives nor the same is reflected in any of the documents produced on record by the complainant, including the Agreements of sale entered into by the parties and therefore, the claim of the complainant that she is entitled

for an amount of ₹1,27,00,000/- as incentive is not borne out of any record, including the appointment letter.

14. Admittedly, the complainant and the respondent no.1 entered into an agreement with respect of two apartments bearing no. A3-003 and 004 for ₹45,25,000/- and ₹47,25,000/- respectively, excluding the other charges and maintenance, out of which, the complainant paid ₹2,00,000/- in respect of flat no. 003 and ₹4,52,500/- in respect of flat no. 004. The complainant has not paid the balance amount inspite of the demands raised by the respondent. The respondent no. 1 had raised a letter dated 16.09.2024 with respect to flat no. 003 and Flat no. 004 demanding the balance amount of ₹44,31,085/- and ₹39,69,683/- respectively. The complainant has not responded with any reply. The respondent no. 1 has also issued a final notice dated 27.09.2024 in respect of both the flats claiming that if the total amount as stated above is not cleared within 15 days, then they would be forced to enforce their rights as per the agreements charging interest and initiating termination of the agreements and taking legal action. The complainant however vide email dated 28.9.2024 reiterated her demand of so called incentives. It is therefore evident that the complainant is a defaulter of payments and therefore, the complaint is ill motivated.

15. It is a matter of record that the complainant vide email dated 01.02.2024 with subject 'rate approval for booking A3 GF 003 and 004' had claimed that the

due payment (85%) shall be made as per normal payment plan timeline, post agreement and that the timeline for remaining payment as per current due status be informed to her. She also requested to waive off the garden charges and charges for one stilt parking and that it may be approved so that she can close the booking formalities and transfer the booking amount. No such incentives have been put forward in the said email nor has any correspondence been exchanged with respect to such incentives. Therefore, the claim of the complainant that incentive which was to accrue in July 2024 as per the engagement terms with respondent no.1 for facilitating the purchase transactions executed between respondent no. 1 and 2 is preposterous and without any basis.

16. The documents produced by the respondent show the source of booking and sales made by respondent no. 1 and 2 between the period from October 2023 to August 2024 to different allottees. None of the sales have been sourced by the complainant. The complainant have not adduced any evidence in support of her case that she is entitled for possession of the flats agreed to be purchased by her. It is therefore not understood how, on one hand, the complainant is seeking adjustment of so called incentives towards the purchase of the flats by her and on other hand, the complainant is volunteering to make payment in respect of both the apartments as per her own emails, for which the complainant entered into an agreement and paid only the booking amounts to the respondent no. 1.



17. It is nowhere the case of the complainant in the present complaint that she is ready and willing to pay the balance amount towards the said sale consideration. The complainant has filed a commercial suit bearing no. 10/2024 for recovery of dues/adjustment of so called incentives. The complainant has also filed various complainants against the respondent no. 1 before different authorities probably to exert pressure tactics to meet her demands. No payments have been made by the complainant inspite of her admission vide email dated 01.02.2024. The complainant is merely an agreement holder and has not purchased the said apartments with a registered sale deed nor volunteered to pay the balance consideration even after repeated reminders as stated above with a slim hope of so called adjustments of her so called incentives. It is therefore no relief as claimed by the complainant can be granted.

18. The complainant has also roped in respondent no. 2, Manasum Senior Living LLP and respondent no. 3, Crown Management Company, both the real estate agents and has alleged violation under the RERA Act, for the reasons best known to her. The respondent no. 2 was appointed for the marketing, sales and underwriting agent as per the agreement with respondent no. 1. The respondent no. 2 was solely responsible for marketing and facilitation of the sale of the flats to genuine buyers and was not involved in the sale of the flats to the complainant nor



there is evidence of fraudulent activities or violation of real estate regulations by respondent no. 2.

19. There is no dispute that the respondent no. 2 has obtained requisite registration as a real estate agent in terms of Section 9 nor there is any evidence that the respondent no. 2 failed to operate with transparency, integrity and accountability or failed to protect the interest of both the buyers and sellers in the real estate market and therefore, the relief prayed by the complainant for suspension of the license would be unjustified based on speculative averments, more particularly when the complainant has not proved any violation of the RERA Act as a real estate agent by respondent no. 2.

20. The respondent no. 3 is also a RERA agent represented by one Eric Botelho, without any contractual obligations to the complainant. The respondent is not privy to the agreements entered by the complainant and the respondent no.1 neither the respondent is involved in any of the transactions between the parties. The complainant is trying to distort the facts and has failed to produce anything on record that the respondent has committed any violations of the Act or acted in contravention of the permission granted to the respondent as a real estate agent. There is nothing on record that the respondent no. 3 has committed any violations with respect to the permission granted to it. Hence, no reliefs prayed as against the respondent can be granted.

21. The complainant is seeking possession of the apartments by virtue of the agreements for sale claiming that she has already fulfilled her obligation of payment of entire consideration amount, when in fact besides the booking amount, she has not paid the balance consideration. The complainant is seeking to restrain the respondent no. 1 from launching, selling or promoting and developing the further projects and freezing the designated bank account of the complainant and handover the common areas to the society. No such reliefs can be granted to the complainant as the complainant has failed to prove that she is entitled for any incentives or that she has paid the balance consideration amount to the respondent no. 1 towards purchase of the said flats, more particularly when vide email dated 25.01.2024 she had requested to convey the timelines for remaining payments and the she will make the payments as per payment plan timelines.

22. The complainant has thus not fulfilled the basic criterion of paying the balance consideration amount as per the agreements for sale. There is nothing on record that the respondents have committed any violations in the approvals granted for constructing the said project. The grounds raised by the complainant are fictitious, delusory and without any substance nor it is shown that there is any violation of the provisions of the RERA Act or the authorities have revoked the approvals granted for the projects as all necessary permissions have been applied for and have been granted by the concerned authorities. The complainant as stated

above has filed various proceedings including a commercial suit for recovery of the so called incentives. No case has been made out by the complainant under the Act and therefore, no reliefs can be granted.

23. Discernibly, the complainant has filed a false case before the Authority only as an arm twisting tactic to compel and coerce the respondents into giving into her illegal claims and demands. The complainant was in fact in the employment of the respondent no. 1 as 'sales consultant' for their project 'Ikigai Goa' and was privy to all the developments taking place but not once did the complainant raise objections nor advised regarding the same and on the contrary, the complainant has entered into agreements for sale dated 08.05.2024 and dated 13.05.2024 respectively in respect of two apartments namely A3-003 and 004. There are no violations committed by respondents. The complainant has failed to produce any evidence substantiating the allegations made by her in the complaint. No reliefs under the RERA Act therefore can be extended to the complainant as the complainant has not fulfilled her obligations under Section 19 of the Act. Hence, the above points are answered in the negative.

**Point No. 1 and 5**

24. The complainant vide her complaint has sought to appoint a Commission of inquiry and conduct the investigation under Section 35(1) against the alleged defaults, acts of commission, omission, violations, unfair trade practices and



irregularities perpetrated by Promoter/Directors of respondent No. 1 and respondent no. 1, partners of respondent no. 2 and respondent no. 2 and respondent no. 3 for alleged violations of various provisions of the Act, Rules and Regulations made thereunder and also sought direction to the respondents to produce the books of accounts for the last three years under Section 35(2)(i) of the Act.

25. The complainant has also filed an application at Exh.2078/c to hold a detailed inquiry and conduct investigation under RERA Act. The complainant has claimed that she is seeking various reliefs including possession as well as seeking reliefs against gross violation and non compliances committed by respondents under the Act and that the respondents be brought to task for alleged violation committed by them so that it serves as a deterrent in future to the promoters, who cheated innocent civilians and has relied upon emails, call recordings, whatsapp conversation and therefore, detailed inquiry and inspection be conducted. The respondents objected the same by filing the reply.

26. Admittedly, there is power under Section 35 of the Act for the Authority to call for information and conduct investigation. It states as follows:

***“35. Power of Authority to call for information, conduct investigations.-***

(1) Where the Authority considers it expedient to do so, on a complaint or suo motu, relating to this Act or the rules of regulations made thereunder, it may, by order in writing and recording reasons therefore call upon any



promoter or allottee or real estate agent, as the case may be, at any time to furnish in writing such information or explanation relating to its affairs as the Authority may require and appoint one or more persons to make an inquiry in relation to the affairs of any promoter or allottee or the real estate agent, as the case may be.

(2) Notwithstanding anything contained in any other law for the time being in force, while exercising the powers under sub-section (1), the Authority shall have the same powers as are vested in a civil court under the Code of Civil Procedure, 1908(5 of 1908) while trying a suit, in respect of the following matters, namely: (i) the discovery and production of books of account and other documents, at such place and at such time as may be specified by the Authority; (ii) summoning and enforcing the attendance of persons and examining them on oath; (iii) issuing commissions for the examination of witnesses or documents; (iv) any other matter which may be prescribed.”

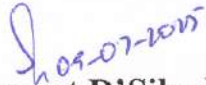
27. Understandably, the above provision relates to the powers of the RERA to call for information, conduct investigations, where the RERA considers it expedient to do so, on a complaint relating to this Act or the rules or regulations made thereunder. The above provision is not applicable for general disputes or routine matters not dealing with the provisions under the Act. The complainant has

relied upon emails, call recordings and whatsapp conversation in support of her case, however, the above documents are in no way prove her case of either payment of consideration or adjustment of so called incentives nor the complainant has fulfilled her obligations under Section 19 of the Act. There are therefore no grounds made out nor are sufficient reasons to believe that there any violations of the Act for any investigation or invocation of Section 35 of the Act. Hence, the above points are answered in the negative.

28. Having said so, I pass the following:-

**ORDER**

- i. The complaint stands dismissed.
- ii. No order as to costs.

  
(Vincent D'Silva)  
Member, Goa RERA

Panaji, Goa.  
Date: 09.07.2025