GOA REAL ESTATE REGULATORY AUTHORITY

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F.No:4/RERA/Adj. Matters (134)/2025/1233 Date: 19/08/2026

BEFORE THE ADJUDICATING OFFICER

1. Mr. Joseph Bonaventure Rodrigues

2. Mrs. Brenda Barbara Rodrigues

518, Gera Astoria, Souto Maior Road,

Caranzalem,Goa, 403002 **.........Applicants**

Versus

Prescon Homes Pvt. Ltd.,

A Company Registered Under the companies Act,

Representing by its Directors:

1. Mr. Nirmal Bhagirathprasad Kedia

2. Mr. Vijay Kumar Puranmal Khowala

Registered Office:201, 2nd Floor, Prestige,

Precinct, Almeida Road, Panchpakhadi,

Thane(West),400601 **.........Respondents**

Applicant No 1 appearing in person.

Ld. Advocate Nirmala Velip appearing for Applicant No 2 under Free Legal Aid initially and thereafter represented by Applicant No 1.

Ld. Advocate Shri I Agha and Ld. Adv Miss Flavia Fernandes representing the Respondent.

ORDER
(Delivered on this the19th day of the month of August, 2026)

The applicants have filed the present application in Form 'B' for compensation claiming that they are Senior Citizens aged 84 and 81 years respectively and that the Applicants are non-earning persons , dependent solely on their savings, and having spent very heavily on relocating to Mumbai and on medical expenses in the two preceding years, are very low on funds.

2. That the background to this Application is the directives given to the Applicants in Para No 27 of Order dated 5 March 2025 in CaseNo.3/RERA/ Complaint/(381) /2023/258: *"The Complainants are also seeking compensation of Rs.4,00,000/- for mental and physical distress, agony, loss of mental peace and stability and financial loss caused to the Complainants on account of constant*

follow up with the respondent as well as Rs.1,00,000/- for legal charges spent by the Complainants.

3. *That, under Section 71 of the RERA Act, compensation under Sections 12, 14, 18 and 19 of the RERA Act has to be adjudged only by the Adjudicating Officer. Accordingly, the above prayers for compensation have to be dealt with by the Adjudicating Officer for adjudging the compensation, if any. Complainants may prefer an application before the Adjudication Officer for compensation, if so desires.*

4. Further that it is in pursuance of this directive in the Order dated 5 March 2025, that the Applicants approached the Adjudicating Officer, RERA to adjudicate on the quantum of compensation due to them for excessive mental and physical distress, agony, loss of mental peace and stability, opportunity loss, and considerable financial loss caused to them because of the acts of the Respondents.

5. It is further the case of the Applicants that the Respondents had in September 2022 lured the Applicants with a special offer of Rs 4 lakhs off the regular price, for a 2-BHK apartment in Prescon Amanha, IKIGAI Goa, in Azossim, Tiswadi, Goa on condition that

the Applicants pay a lump sum of Rs. 42,52,500 by 30 September 2022. That, no hard copy of the Agreement was given to the Applicants to study before the deadline to pay the sum of Rs 42,52,500, and that the soft copy sent by email could not be opened.

6. Further that on September 29, 2022, the Respondents took a total of Rs. 42,52,500 from the Applicants without entering into any agreement which sum of Rs 42,52,500 constituted 62.50 per cent of the cost of the apartment, and this act of the Respondents of taking more than 10 per cent of the cost of the apartment without signing any Agreement was in clear violation of the Real Estate Regulatory Authority Act 2016, Section 13 (1) which reads: "13(1) *A promoter shall not accept a sum more than ten per cent of the cost of the apartment, plot, or building as the case may be, as an advance payment or an application fee, from a person without first entering into a written agreement for sale with such person and register the said agreement for sale, under any law for the time being in force."* That this provision of Section13 of RERA Act came to the knowledge of the Applicants many months later. Further that the hard copy of the Agreement was given to the Applicants in the first week of October

2022, only after the Applicants paid Rs 42,52,500 on 29 September 2022.

7. That, the other provision of the RERA Act that invites attention is Section 12 which reads: *"12. Where any person makes an advance or a deposit on the basis of the information contained in the notice advertisement or prospectus, or on the basis of any model apartment, plot or building, as the case may be, and sustains any loss or damage by reason of any incorrect, false statement included therein, he shall be compensated by the promoter in the manner as provided under this Act: Provided that if the person affected by such incorrect, false statement contained in the notice, advertisement or prospectus, or the model apartment, plot or building, as the case may be, intends to withdraw from the proposed project, he shall be returned his entire investment along with interest at such rate as may be prescribed and the compensation in the manner provided under this Act."*

8. Further that, the Respondents infringe Section 13 (1) of the RERA Act by taking from the Applicants more than 10 per cent of the cost of the Apartment without signing a written Agreement and the Respondents infringed Section 12 of the RERA Act by refusing to return the interest due on Rs.42,52,500 unduly taken by the

Respondents without signing a written Agreement, which sum was far in excess of 10 per cent of the cost of the apartment.

9. That there is incontrovertible evidence of Bank entries of remittances made by the Applicant to the Respondents, and the even more conclusive evidence of the four receipts issued by the Respondents themselves prove that on 29 September 2022, the Respondents took from the Applicants a sum of Rs 42,52,500, which was 62.50 per cent of the cost of the apartment in the Respondents' IKIGAI Goa Project, without entering into a written agreement which is a clear violation of RERA Act 2016, Section 13 . Further that bank entries prove an identical sum of Rs 42,52,500 without any interest, was returned to the Applicants by Chq No.039244 dated 08/03/2023 drawn on Saraswat Bank.

10. It is further the case of the Applicants that a hard copy of the written agreement was provided to the Applicants for the first time only many days after the Respondents took Rs.42,52,500 without entering into a written agreement. However, on going through the hard copy of the Agreement given by the Respondents, the Applicants were shocked to find that they would be required to affix their signatures in the Agreement to several clauses that were factually

untrue, and to clauses granting blanket permissions/NOCs for the promoters to make changes modifications and additions alterations deviating from the approved plans, without the proviso that such changes by the Promoters would be strictly in keeping with rules and regulations. Such a rider was essential to safeguard the allottees from later being penalized by the Authorities for being parties to any illegal changes made by the Promoters.

11. These included installing superstructures above the premises of the allottees, including cancer-related hazards of cell phone towers, *"to put up/ erect any Hoardings/ Mobile towers/ Neon Light Hoardings or Signages or any other Signage on the overhead terraces of the buildings and at any other location on the said Project Lands and the Promoters shall be entitled to grant the right to put up such Hoardings/ Signages / Mobile towers to any person or party on such terms and conditions and for such remuneration as the Promoters deem fit and proper." A copy of the said draft Agreement can be submitted if so required.*

12. Furthermore, that the clauses to be signed entitled the promoters alone to negotiate the rentals from the cell phone towers and hoardings and contract them to outsiders at their own sweet wills

and fancies -- though maintenance charges for these areas would be recovered from the allottees. Also, as per the Agreement, the allottees would be liable for a proportion of 'maintenance charges' for various other common areas which included (Eighth Schedule) common gardens, open areas of the project, outdoor sports facilities, outdoor gym and landscape features, the staircases, lifts, and lift lobbies, fire escapes and common entrances and exits, common basements, terraces, parks, play areas, open parking areas, common storage spaces.... But the Agreement required the allottees to give their consent to these spaces being used and enjoyed in common and 'in shared capacity' with unspecified, unknown, unidentified Contractors, Workmen, Agents, Employees, Personnel and Consultants of the Promoters. Yet maintenance charges (CAM) for these areas were to be taken from allottees, but use and enjoyment was to be thrown open to rank outsiders.

13. Further that, in essence, the peace and quiet and privacy of the senior citizen residents in the common areas could be invaded at any hour of the day or night by *"Contractors, Workmen, Agents, Employees, Personnel and Consultants" of the Promoters* Further that, in response to queries from the Applicants, the Respondents

refused to state if the Promoter would be paying proportionate Common Maintenance Charges. Also, infrastructure tax was levied on allottees on proportionate basis but did the Promoters, who retained ownership of Clubhouse and swimming pool also contribute proportionately to payment of infrastructure tax. The Respondents stated in email of 8 December 2022: "We are unable to give a detailed costing of the same."

14. Further it is stated that on reading clauses of this type which required the assent of the Applicants by way of signatures on a document to be Registered by the Sub-Registrar, the Applicants were understandably alarmed and Applicants requested the Respondents for clarification and/or modifications of the objectionable clauses, but these clarifications were never satisfactorily given. That, though the Applicants kept reminding the Respondents to provide proper explanations or to modify the clauses and get the Agreement re-worked for signing, it became apparent that the Respondents were in no hurry, though they themselves had set a deadline of end of October 2022 for signing of the Agreement.

15. That, frequent reminders by the Applicants to the Respondents by way of phone calls and WhatsApp messages, fell on deaf ears. That

there was not a single modification made in any of these factually untrue clauses and objectionable clauses, nor was a revised draft of the Agreement submitted to the Applicants for their approval and signing. It became clear that the Respondents had no intention of modifying even a single line in the Agreement and were using delay tactics to coerce the aged Applicants to eventually sign the Agreement 'as is,' out of frustration. The Respondents made no attempt to organize the procedure and draw up a schedule for signing and Registration of a written Agreement at the office of the sub-Registrar. The delays by the Respondents got prolonged for over two months right into December 2022, much beyond the deadline of 30 October 2022, set by the Respondents themselves.

16. Further that, even when the Applicants informed the Respondents that the Applicants would be leaving Goa on 1st December, 2022 and would return only in the month of February 2023, the Respondents did not lift a finger to organize the signing and registration of the written agreement, and it was a clear indication that the Respondents had no intention to rectify the queried clauses in the Agreement. That the tension and mental stress was becoming too much for the Applicants and it came to a point where the Applicants

were so tired and frustrated that they were compelled to say enough is enough.

17. It is further the case of the Applicants that to convey this decision to the Respondents, the Applicants sent to Mr. Vinay Kedia by registered post, letter dated 7 December 2022, tracing therein the sequence of events and listed the reasons that culminated in a request to return the total amount of Rs 42,52,500 paid to the Respondents on 29 September 2022, together with 12% interest thereon.

18. That even though the Respondents were fully aware that they had violated Section 13 of the RERA Act by taking more than 10 per cent of the cost of the apartment without signing a written Agreement and that they were therefore liable to be penalized, they chose to refuse to return the money with interest as was mandatory according to the provisions of Section 12 of RERA Act 2016, the Respondents started beating about the bush, sending letters with the most nasty aspersions against senior citizens for whom they professed in their glossy brochures, to have special care and concern.

19. It is further the case of the Applicants that the Respondents then stated that they would return part of the payment but retain

Rs.6,48,000 claiming to forfeit this as "booking amount," whereby they were proposing to again willfully breach the provisions of Section 12 of RERA Act 2016, because there was no written agreement signed and so no 'booking' had been made. The Applicants, vide their letter dated 24 Feb 2023, then intimated to the Respondents that they would be constrained to lay the sordid facts before RERA.

20. The Respondents still continued their verbal sparring to avoid returning the money they had taken from the Applicants, but after repeated requests and exchange of correspondence and phone calls and emails, the Respondents finally refunded the amount of Rs.42,52,500/-(Rupees Forty Two Lakhs Fifty Two Thousand and Five Hundred Only). The amount was credited to the account of the Applicants on 22/03/2023 and Receipt for Rs.42,52,500 duly signed by the Applicants dated 02/06/2023, was issued to the Respondents clearly stating it was without prejudice to claiming the interest payable on the amount.

21. That, the Respondents proved adamant in refusing to pay interest due on Rs 42,52,500, though RERA Act 2016 Section 12 specifies interest is payable by the Promoters and hence the

Applicants were therefore constrained to file Case No.3/RERA/Complaint/(381)/2023/1232 for the adjudication of quantum of compensation due to the Applicants for the excessive mental and physical distress and financial loss caused by the avaricious behaviour of the Respondents which caused incalculable tension, mental disturbance, physical harassment and immense financial loss to the Applicants, both being super senior citizens aged 84 and 81, both non-earning individuals who sank their life savings into an attempt to book an apartment in the IKIGAI Goa Senior Living project of the Respondents.

22. That the plan of the Applicants was to book an apartment in Prescon Amanha IKIGAI Goa Senior Living complex and once the building was completed and opened for Occupation, the Applicants planned to move their furniture from a flat in Chorao in North Goa and from the apartment in Campal where they were then residing, to IKIGAI Goa. But on being constrained to withdraw from the IKIGAI project, which they were eagerly looking forward to, the Applicants were constrained to also change their plans.

23. It has been stated further that in consultation with their daughters and other family members, the aged Applicants finally had

to relocate to Mumbai. This involved much physical exertion and financial outlay for transporting household goods to Mumbai. Transport, conveyance and travel cost over Rs. 1 lakh. After shifting to Mumbai, instead of a lease rent of Rs. 45,000 which they were paying in Campal, Panjim, Goa, they had to pay Rs 1,00,000 per month lease rent in Mumbai. This caused a huge dent in their budget. If desired, the Applicants can submit documentary proof pf this. Before leaving Goa the Applicants were compelled to dispose of the bulkier items of their furniture at throw away prices or even give them away free. All this furniture had been intended to be shifted to the Apartment in IKIGAI when it was ready, but due to abrupt change in plans, it had to be disposed off. In transporting the goods, many of the art pieces the Applicants had collected over the years got irretrievably damaged, some being lost and untraceable.

24. Above all, the utterly unethical acts of the Respondents totally disrupted the lives of the Applicants, both very senior citizens, and subjected them to very severe mental stress. It is a proven medical fact that stress lowers a person's immunity, stress precipitates the onset of disease and stress aggravates illnesses. This is precisely the cycle of events in which No 2 Brenda Barbara Rodrigues was entrapped. She

was very disturbed that even two months after the Respondents had taken Rs 42,52,500, which was a huge chunk of the Applicants' life savings, the Respondents showed themselves to be unwilling to sign a written Agreement to ensure that the flat in IKIGAI would be given to the Applicants. This thought worried the Applicant No 2 immensely.

25. In this disturbed state of mind, Applicant No.2 had to undergo surgery on 6th December 2022 in Goa. She was in much pain and so disturbed that she kept tossing in bed the whole night. In fact, in the early hours of 10 December 2022, she rolled right off the bed and landed heavily on the hard floor resulting in a hairline fracture of her hip.

26. Further that, in the year 2023 Applicant No.2 underwent three surgeries in Mumbai. To a person aged 79, these caused much trauma. And because she was under such great stress, the healing process was adversely affected and the patient was in continuous pain. As she was not responding to the prescribed painkillers, her medications were changed often and the dosage was increased. This overloaded her system and metabolism became erratic. The Applicant No. 2 suffered from loss of appetite, nausea and an aversion to the smell of food. She was afflicted with insomnia. Due to the continuing stress, her

immunity was compromised and she was victim to a life-threatening infection for which she was put on heavy medication. She became very weak and debilitated and 24-hour nursing help had to be hired to care for her.

27. That the treatment of Applicant No. 2 was mainly in Breach Candy Hospital in Mumbai where charges are high. The huge outflow of money to pay the mounting hospital bills added to her stress. Insurance covered less than 50 per cent of the costs for surgery, medication, diagnostic tests, and consultations with specialists. That, Applicant No. 2 consulted six different specialists in Mumbai. Expenses were incurred also for special diet foods and supplements – and a lot was spent on commuting. That the Applicant even spent Rs 30,000 on acupressure treatment.

28. Further that, several months after returning to Goa, Applicant No. 2 was visited by the same dangerous infection which had struck her months before. Because of the unprincipled, unethical acts of the Respondents, resulting in expenses of relocating to Mumbai, the harrowing health issues precipitated for Applicant No.2, opportunity costs for both Applicants No.1 and No. 2 (both are published Authors whose writing on unfinished books had to be suspended) and direct

Dood

funds outflow, the Applicants lost, at a very conservative estimate, about Rs 25 lakhs.

29. That whatever has been stated above can be fully substantiated with the evidence of the medical reports. However, if these are submitted in these proceedings, they will go online and ultimately be available to all and sundry which would violate the privacy of medical history of the Applicant No.2. Hence, submission of such evidence during proceedings in this forum is precluded. However, the Applicants declare that they will be glad to produce the medical files in confidence "For Your Eyes Only" before the Adjudicating Officer in order for her/him to satisfy herself/himself about the veracity of what has been stated by the Applicants herein.

30. That the stress caused by the unscrupulous acts of the Respondents has taken an irreversible toll on the life of Applicant No2 and she was practically immobilized and confined to bed for several months and that her condition demanded constant attention and as a result Applicant No.1, Joseph Rodrigues had to remain in close proximity to her all 24 hours of the day, and his activities were severely curtailed.

31. That it is also to be noted that the Respondents refused to pay to the Applicants the original quantum of interest due in March 2023 which was just over Rs 2 lakh. Subsequently the Respondents have spent conceivably more than that amount in prosecuting Case No.3/RERA/Complaint/(381)/2023/1232, dragging it on for over 16 months, and thereby making themselves liable as per the Order of 5 March 2025, for penalties of over Rs. 9 lakhs. Again, instead of complying with the said Order by paying the amounts, the Respondent have defiantly opted to spend very much more money by filing another expensive Appeal Coram the RERA Appellate Authority in Mumbai. It is a clear indication that the Respondents would rather burn money than give it to Senior Citizens whom they have shamelessly exploited.

32. That, the Applicants are also entitled for legal expenses incurred by them in filing this Application before this Court and follow up thereafter, to the tune of Rs.50,000/-(Rupees Thirty Thousand Only). That the Applicants are entitled, in view of the above, to claim a minimum compensation of Rs 10,00,000 (Rupees ten lakhs only) from the Respondents.

33. Reply was filed by the Respondent along with the preliminary objections which are taken up together for disposal.

34. It is the case of the Respondent that it is trite law that to seek the equitable discretionary jurisdiction of a court of law, one must disclose all facts including those which may not be convenient to one's narrative. Having deliberately concealed and withheld such crucial facts, Applicants have played a fraud on this Authority and hence, is disentitled from securing any reliefs in the matter.

35. That the Applicants have failed to show any legally enforceable right existing in its favour and the Application is vague and bereft of specific pleadings with regard to the entitlement of the Applicants and that there is no document produced by the Applicants to indicate any such entitlement.

36. Further that the Applicants have approached this Court with unclean hands and have intentionally concealed documents/ emails / information in order to suit its narrative and story that would be beneficial to its case. Considering the above conduct and behavior of the Applicants, no equitable reliefs can be claimed. That, even on merits the above Application is simply untenable and misconceived.

The Applicants are hit by the Principle *_Res Judicata and Estoppel__ as first they agitated for an amount of Rs. 4,00,0000/- and after getting an Order in their favour for Adjudication, they are now agitating for Rs. 10,00,000/-.

37. It is the case of the Respondent that it is a boutique real estate development company that has delivered projects in multiple asset classes and in multiple geographies for over three decades which started autonomous operations in 1994 under the name "Prestige Constructions" and which enjoys tremendous goodwill in India, which is backed by the trust of 2000+ families happily settled in five "Prestige" projects with a development of over a million square feet.

38. With a long-term vision on real estate, the Group rebranded as "PRESCON"* in the year 2005 and expanded operations in Rajasthan and Goa with the development of gated communities /mixed-use townships. Known to be dependable, the Group has an impeccable record of completing projects on time, due to which PRESCON enjoys tremendous goodwill in all the micro-markets they operate in. Prescon has completed 19 projects including Residential, Commercial, and Township Projects with a total salable area of over 4.1 million sq.ft.

39. That, in and around September 2022, the Applicants herein approached the Respondent herein with an offer purchase an apartment in Ikigai Goa by Prescon, a senior living residential complex located at Kadamba Plateau, Goa. IKIGAI Goa by Prescon is Goa's first senior-centric residential community. The Ikigai Goa project offers customer premium 1 and 2 bedroom Apartments that have been immaculately designed by the Prescon team. Each configuration comes with ensuite, a kitchen with separate utility area and beautiful balcony spaces that offer cross ventilation as well as abundant natural light.

40. That upon enquiring and inspecting the project, the Applicants being taken with the architecture, amenities, facilities and services provided at Ikigai, Goa, decided to purchase Flat No. 206, 2 BHK, admeasuring 68.70 square meters of carpet area in Building A-4 and one car parking space at Ikigai, Goa. In this regard, at the request of the Applicants, the Respondent herein shared a copy of the necessary documentation and information with the Applicants for the purpose of purchasing such an Apartment at Ikigai, Goa. Some of such documents included Agreement for Sale, Tripartite Services and Facilities Agreement, Title Report with respect to the property.

41. Upon the representatives of the Respondent sharing above-mentioned documents with Applicants, the representatives of the Respondent were telephonically informed by the Applicants that they had not received the relevant documentation. In this regard, the representatives of the Respondent once again sent the said documents to the Applicants by email dated 22/09/2022 It is pertinent to note that contrary to what is narrated by the Applicants that the draft was shared in the first week of October only after the Applicants paid Rs. 42,52,500 on 29 September 2022 is a blatant lie. That, subsequent to sharing the above documentation the Applicants were in constant touch with the sales team of Ikigai Goa and also with his own Chartered Accountant negotiating the best price for the purchase of the said Apartment.

42. That the Chartered Accountant was a part of the negotiation as the Applicants had got capital gains and it was absolutely necessary for the Applicants to make an investment. After conclusion of the negotiation, vide email dated 27/09/2022, the representatives of the Respondent shared their final offer for the sale of the said Apartment with the Applicant. Copy of email dated 27/09/2022 along with the quotation of the consideration payable is annexed. In terms of the said

email dated 27/09/2022, the Respondent was responsible for paying a total amount of Rs.64,80,000/- (Rupees Sixty-Four Lakh Eighty Thousand only) as Agreement value for the purchase of the said Apartment in Ikigai-Goa (such consideration shall hereinafter be referred to as the "Total Consideration"). Of the Total Consideration of Rs. 64,80,000/- (Rupees Sixty-Four Lakh Eighty Thousand only):

a. 10% of the same, amounting to Rs. 6,48,000/- (Rupees Six Lakh Forty Eight Thousand only) was payable as booking amount (such amount "Booking Amount"); and 52.50% of the same, amounting to Rs. 34,02,000/- (Rupees Thirty-Four Lakh Two Thousand only), was payable simultaneous with the execution of the agreement for sale ("Agreement Amount").

43. Further that in the said email it was also mentioned that (i) the Booking Amount was payable on the date of booking and such amount was non-refundable, (ii) Agreement for Sale with respect to the said Apartment was to be executed within 30 days of booking, and accordingly Agreement Amount was to be paid, and remainder payment was to be made within 45 days of booking per the payment schedule attached in the quotation.

44. Pursuant to the above, on 30/09/2022, the parties executed a Customer Booking Form in terms of which the Applicants paid booking amount of Rs. 6,48,000/- (Rupees Six Lakh Forty-Eight Thousand only) which was equal to 10% of the Total Consideration. Since the Agreement for Sale and other relevant documentation had been shared by the representatives of the Respondent with the Applicants and no objections had been received till such date, and the Agreement for Sale was to be executed within 30 (thirty) of payment of Booking Amount, the Agreement Amount of Rs. 34,02,000/- (Rupees Thirty-Four Lakh Two Thousand only) was to be paid. In this regard, Agreement Amount of Rs. 34,02,000/- (Rupees Thirty-Four Lakh Two Thousand only) was paid by the Complainant on 30/09/2022.

45. Further, that, at no point of time had the Applicants raised any queries / objections / clarifications with respect to the above Agreement for Sale. Considering that the Applicants even made payment of the Booking Amount and Agreement Amount, shows the conduct of the Applicant in being agreeable with the terms and conditions mentioned in the Agreement for Sale. It was hence surprising when on 17/10/2022 that for the first time the Applicants

sought clarifications with respect to certain points in the draft of the Agreement for sale. For this purpose, a meeting was fixed for discussion the Respondents office at 4:00 PM on 17/10/2022. At such meeting all the queries of the Applicant were addressed and clarifications sorted. Thereafter, once again on 27/10/2022, the Applicant no. 1 raised queries with respect to review of the Agreement for Sale. In response to the same the representatives of the Respondent arranged for a meeting with the counsel of the Respondent with the Complainant. The said meeting was fixed on 05/11/2022. At the said meeting once again queries of the Applicants were addressed and clarifications sorted.

46. That, on 08/11/2022 the Complainant once again sent a message stating that he needed further clarifications and that such clarifications were sent by whatsapp by the Complainant to the Respondent. Further that around 10 queries were sent and which queries had already been clarified by the Respondent by WhatsApp message dated 08/11/2022.

47. That, in the interregnum, on 21/11/2022, out of the blue, the Applicant no. 1 sent a whatsapp message stating that he leaves for Mumbai on 01/12/2022 and would return only in February and

Applicant no. 1 also stated that the clarifications sought needed to be sorted and to give him time to vet the amended draft. In response to the same, vide email dated 25/11/2022 all clarifications to the queries raised by the Applicant no. 1 were addressed. In this regard, the Respondents awaited the revert of the Complainant.

48. The Respondent has submitted that on 05/12/2022, the Respondent was however was shocked to receive letter dated 07/12/2022 from the Applicant no. 1 by way of a whatsapp message. In the said letter, the Applicants requested that the Respondent return, (i) the Booking Amount of Rs. 6,48,000/-(Rupees Six Lakh Forty-Eight Thousand only), and (ii) Agreement Amount of Rs. 34,02,000/-(Rupees Thirty-Four Lakh Two Thousand only), as the Applicants were leaving Goa.

49. In response to the same the representatives of the Respondent constantly followed up with the Applicant no. 1 as why the Applicants suddenly decided to back out from the purchasing the said Apartment. Upon telephonically being informed that since no response had been received to his queries, raised by way of his whatsapp message on 08/11/2022, he had decided to move out from the project. In response to the same the representatives of the Respondent confirmed that they

had indeed the sent a detailed reply to the queries raised by the Applicants. In this regard, the representatives of the Respondent re-sent their replies to the queries raised by the Applicants. In fact, the Respondent even addressed email dated 15/12/2022 to the Complainant clarifying the above.

50. Thereafter, the representatives of the Respondent constantly followed up with the Applicants on the status of the queries that the Applicants had raised and whether they could proceed to sign the document. However, to the dismay of the Respondent, the Applicants provided vague replies without any concrete course of action. It is pertinent to note that the representatives of the Respondent followed up with the Applicants well into the New Year i.e. 02/01/2023.

51. That, inspite of the above and despite the constant follow-ups on part of the representatives of the Respondent, for reasons best known to the Applicants, the Applicants addressed letter dated 07/01/2023. Vide said letter dated 07/01/2023, the Complainant demanded that Respondent refund the (i) the Booking Amount of Rs. 6,48,000/-(Rupees Six Lakh Forty-Eight Thousand only), and (ii) Agreement Amount of Rs. 34,02,000/- (Rupees Thirty-Four Lakh Two Thousand only), along with 12% interest. In response to the

above, the representatives of the Respondent issued letter dated 23/01/2023 attaching letter dated 15/12/2022.

52. That thereafter, vide letter dated 31/01/2023 the Applicants demanded that that (i) the Booking Amount of Rs. 6,48,000/- (Rupees Six Lakh Forty-Eight Thousand only), and (ii) Agreement Amount of Rs. 34,02,000/- (Rupees Thirty-Four Lakh Two Thousand only), along with interest be returned. In response to the above letter, the Respondent addressed letter dated 11/02/2023 to the Applicants stating that the Company would refund an amount of Rs. 32,02,000/- (Rupees Thirty-Two Lakh only) after deducting an amount of Rs. 6,48,000/- (Rupees Six Lakh Forty-Eight Thousand only). Such amount being the booking amount.

53. Vide letter dated 24/02/2023 the Applicants pleaded with the Respondent to return the entirety of the (i) the Booking Amount of Rs. 6,48,000/- (Rupees Six Lakh Forty-Eight Thousand only), and (ii) Agreement Amount of Rs. 34,02,000/- (Rupees Thirty-Four Lakh Two Thousand only), as they were senior citizens and were facing various financial issues. Vide letter dated 08/03/2023, the Respondent, understanding the dire situation and plight of the Applicants decided to return the entirety of the (i) the Booking

Amount of Rs. 6,48,000/- (Rupees Six Lakh Forty-Eight Thousand only), and (ii) Agreement Amount of Rs. 34,02,000/- (Rupees Thirty-Four Lakh Two Thousand only), amounting to a total of Rs. 42,52,500/- (Rupees Forty-Two Lakh Fifty-Two Thousand Five Hundred only). A cheque dated 08/03/2023 bearing number 039244 addressed to the Applicant, was sent to the Applicant's address. The same was duly received by the Applicants and was even acknowledged by the Applicant vide his whatsapp messages dated 25/03/2023 and 23/03/2023.

54. That, inspite of the above, the Applicant addressed letter dated 10/03/2023 revealed his greed, extortionist attitude and true colours. Vide said letter dated 10/03/2023, the Applicant demanded that interest be paid along with the (i) the Booking Amount of Rs. 6,48,000/- (Rupees Six Lakh Forty-Eight Thousand only), and (ii) Agreement Amount of Rs. 34,02,000/- (Rupees Thirty-Four Lakh Two Thousand only), amounting to a total of Rs. 42,52,500/- (Rupees Forty-Two Lakh Fifty-Two Thousand Five Hundred only). The Applicants further even threatened the Respondent that if interest is not paid, he would file cases before the appropriate authorities, to coerce the Respondent in paying the said interest.

55. In response to the above, the Respondent addressed letters dated 14/03/2023 and 31/05/2023 refuting the allegations raised by the Applicants, putting down the detailed flow of events that took place, and stated that they would not be browbeaten or subdued with the malicious and vicious threats made by the Applicants. Whenever the Applicants were reminded about the registration of the Agreement within 30 days, the Applicant no. 1 would always say that he need to understand the draft in an orderly manner. When it was suggested to engage an Advocate to make the process of understanding the draft better, the suggestion was refused.

56. The Applicant No. 1 is, in the present Application implying that Applicant no. 2 is facing all the medical problems due to the Respondents, which is not the case. The Applicant No. 2 was a patient of terminal illness much before the Flat at IKIGAI could be booked. The portrayal in the present Application that the Illness of the Applicant No. 2 is due to the Respondents is in bad taste.

57. The Respondents herein had in fact filed a Second Appeal bearing no. 8/2026 before the Hon'ble High Court of Bombay at Goa challenging an Order dated 18/2/2026 passed by MAHAR eat directing the Respondents herein to deposit an additional amount of

Rs. 16,50,449/- based on fictitious calculations of the Applicants. The Hon'ble High Court of Bombay at Goa was pleased to set aside the Order dated 18/2/2026 and directed the MAHAR eat to dispose of the main Appeal within a period of 60 days. This Order dated 24/3/2026 is already on record. That the final arguments are concluded in the main Appeal before the MAHAR eat and the matter is posted for final Orders.

58. It is stated that the Applicants are in a habit of moving houses and have been doing so for the last 52 years. In fact, the Applicants have moved 16 times in the last 52 years and by this they are acclimatized to pack the necessary belongings and discard that which is not necessary and they in no way should place the blame on the Respondents for their purported loss of furniture. In fact, the Applicant have booked for themselves an Apartment in a Project named Ashiana Amodh, a Senior Living Project which is expected to become functional by October 2026 and probably even earlier. In fact, the Applicants have put up in Goa for affordable rentals and ease of travel.That, the entire Application is a very smart ploy to enrich themselves by coming trying to come in the ambit of law laid down to actually help hapless and most deserving the relief of such a law. The

Respondent deny each and every allegation, averment, statement and contention put forth by the Applicants herein is denied. The Respondents pray that the present Application be dismissed and the Applicants be saddled with heavy cost.

59. After, the application for compensation was filed by the Complainant, opportunity was afforded to the parties to work out a settlement, the Complainant filed applications for perjury, contempt. The Respondent filed application for stay of the proceedings, dropping of the proceedings to which replies were filed. Thereafter, it was felt that the application for compensation could be taken up for disposal on priority considering that the Applicants are senior citizens, and that the other applications for perjury and contempt needed to be registered separately and which was done as the application for compensation was getting delayed due to filing of all the above mentioned applications and respective replies of the Complainant and the Respondent.

60. Arguments were heard from the /Applicant No 1 for self and on behalf of his wife Applicant as well as on behalf of the Respondent. Written synopsis have also been filed on record by both the parties. Rejoinder and Sur rejoinder arguments are also on record. I have also

been filed by the respective parties. The office has received the Order dated 5th August 2026 passed by Maharashtra Real Estate Appellate Tribunal , Mumbai in Appeal No AT07/00407 of 2025 forwarded by the Applicants. I have gone through the records and considered the arguments before me.

61. The points for determination and my findings to the same are as under:-

Sr. No.	Points for determination	Findings
(a)	*Whether the Respondent is liable to pay to the Applicant No 1 and 2 compensation ?*	*In the affirmative.*
(b)	*'hether the Respondent is liable to pay to the Applicant No 1 and 2 compensation towards legal expenses?*	*In the affirmative*

REASONS

Point (a) & (b) shall be taken up for discussion together as they are correlated and can be conveniently discussed so as to avoid repetition.

Point (a)

62. The Respondents have argued stating that application is hit by the Principle Res Judicata and Estoppel as first they agitated for an

amount of ₹. 4,00,0000/- and after getting an Order in their favour for Adjudication, they are now agitating for ₹. 10,00,000/-. This argument cannot be considered for the simple fact that the compensation sought for in Form B before the Adjudicating Officer is for ₹. 10,00,000/-and the amount of ₹. 4,00,0000/-was never adjudicated before me at any point of time. As such, the Principles Res Judicata and Estoppel are not applicable in the present proceedings , the proceedings of which are independent and separate before the Adjudicating Officer.

63. It is seen that in the Order dated 05/03/2025 , passed by the Member, Goa RERA in F.NO.3/RERA/Complaint(381)12023/5g has directed the Respondent to pay interest @11.10% p.a. to the complainants on the sum of ₹42,52,500/- (Rupees Forty Two Lakhs Fifty Two Thousand Five Hundred only) for the period from 30.09.2022 till 22.03.2023 within 30 days from the date of this order. The respondent is also directed to pay further interest @11.10% p.a. from 23.03.2023 till effective payment, in the event of failure to pay the aforesaid interest amount to the complainants, as referred above. The respondent is directed to pay costs of ₹2,00,000 (Rupees Two Lakhs only) to the complainants, within thirty days of the order, failing which it will carry interest @11.10% p.a. till effective

payment. The respondent is directed to pay ₹5,00,000/- (Rupees Five Lakhs only) as penalty under Section 61 of the Act for violation of Section 13 of the RERA Act. The amount shall be deposited into the bank account of the Authority within 60 days, failing which necessary proceedings will be initiated against the respondent.

64. It is seen from the Order dated 5th August 2026 passed by Maharashtra Real Estate Appellate Tribunal, Mumbai in Appeal No AT07/00407 of 2025 , which was partly allowed to the part (ii) i.e. that "the Respondent is also directed to pay further interest @ 11.10% p.a from 23.02.2023 till effective payment, in the event of failure to pay the aforesaid interest amount to the complainants, as referred above" of the operative order of the impugned order is set aside. Rest of the impugned order is upheld and confirmed.

65. As can be sees In the case of ***"M/s Newtech Promoters and Developers Pvt. Ltd. Vs. State of UP and Ors.*** dated 11.11.2021" ***in civil appeal no.(s) 6745-6749 of 2021,*** the Apex court has clarified that if the adjudicating officer on enquiry is satisfied that the promoter has failed to comply with the provisions of any of the Section 12,14, 18 and 19, he may direct to pay such compensation or interest as the

case may be, as he thinks fit in accordance with the provisions of any of those Sections.

66. The broad factors to be considered while adjudging compensation have been provided under Section 72 which reads as under:-

> *"72. While adjudging the quantum of compensation or interest, as the case may be, under Section 71, the adjudicating officer shall have due regard to the following factors, namely:-*
>
> *(a) The amount of disproportionate gain or unfair advantage, wherever quantifiable, made as a result of the default;*
>
> *(b) The amount of loss caused as a result of the default;*
>
> *(c) The repetitive nature of the default;*
>
> *(d) Such other factors which the adjudicating officer considers necessary to the case in furtherance of justice."*

67. In the claim for compensation, the applicants have stated that they have suffered mental agony, hardship and financial losses . It is a

fact that the respondent has violated the provision of Section 13 of the RERA Act in receiving more than 10% of the consideration amount in respect of the apartment without executing a sale agreement as provided under the Act, cannot be heard saying that the respondent is not bound to pay the interest on the said amount as the respondent cannot take advantage of his own wrong, thereby enriching itself. There is an amount of loss caused to the Applicants as a result of the default caused by the Respondent. There has been disproportionate gain and unfair advantage to the Respondent as it has failed to pay the interest which accrued after refunding the principal amount of ₹42,52,500/- (Rupees Forty Two Lakhs Fifty Two Thousand Five Hundred only) for which the Applicants are entitled to be compensated.

68. The Applicants have mentioned that they are published Authors and have produced the book covers of the unfinished books at page No 17 and 18 at Exh A colly, which had to be suspended due to stress and time constraints which was lost to pursue legal remedies to the issues which cropped due to the irresponsible actions of the Respondents resulting in financial loss to them. Nothing has been produced on record to show that they are published Authors apart

from the book covers of the unfinished books at page No 17 and 18 at Exh A colly. However, in view of the book covers of the unfinished books at page No 17 and 18 at Exh A colly, produced on record, surely , we can look into these submissions that there is a potential loss caused to the Applicants due to stress caused being caught up in legal wrangles with the Respondent, resulting in unfinished books and not being able to publish the same, resulting in financial loss which in my opinion would be other factors also required to be taken into consideration for awarding the compensation.

69. Applicants have produced copies of the medical records/bill of the years 2023, 2024, 2025 and 2026 in respect of the Applicant No 2. The Respondent claim that the Applicant No. 2 was a patient of terminal illness much before the Flat at IKIGAI could be booked and that the portrayal in the present Application that the Illness of the Applicant No. 2 is due to the Respondents is in bad taste. Nothing has been produced on record to establish their contentions that the Applicant No. 2 was a patient of terminal illness much before the Flat at IKIGAI could be booked.

70. Be that as it may, even if for arguments sake if we accept that the Applicant No. 2 was a patient of terminal illness much before the

Flat at IKIGAI could be booked, surely the events culminating in the withdrawal of the Applicants from the project and non payment of the interest on the principal amount , for which the Applicants had to seek legal remedies would definitely have caused stress and mental agony resulting in further deterioration of the health of Applicant No 2. Any healthy person too would in such circumstances go through stress and mental agony. Stress is a natural reaction to specific demands and events, and ongoing stress can affect a person's health and wellbeing.

71. From the records it is borne out that the Applicant No 2 was hospitalized. The presence of Applicant No 1 by the side of Applicant No 2 who is his wife , when she was indisposed was also necessary which for which Applicant No1 & 2 had to go through mental agony and stress for the acts of the Respondent being senior citizens, as seen from the Aadhar Cards and Senior Citizen cards of the Applicants which are on record.

72. In the Order dated 05/03/2025 , passed by the Member, Goa RERA in F.NO.3/RERA/Complaint (381)12023/5g has directed the Respondent to pay interest @11.10% p.a. to the complainants on the sum of ₹42,52,500/- (Rupees Forty Two Lakhs Fifty Two Thousand Five Hundred only) for the period from 30.09.2022 till 22.03.2023

within 30 days from the date of the order, which has been upheld by the Appellate Court. Therefore, at the time of awarding the compensation, I have also taken this into consideration. Considering all these factors , and also the fact that the Applicants 1 & 2 are Senior Citizens , to whom such mental agony and financial loss was caused as a result of the default on part of the Respondent to pay the interest, I am of the view that the Applicants are entitled to compensation in the amount of ₹8,00,000/- (Rupees Eight Lakhs only) which is just and reasonable as in the facts of the case and in the interest of justice.

Point (b)

73. The Applicants have claimed Rs.50,000/- towards legal expenses. Records show that the Applicant 1 chose to personally represent himself in the matter even though he was intimated that he could avail the services of Free Legal Aid. Further the Applicant No 2 who is the wife of the Applicant No 2, was initially represented by Ld. Advocate Nirmala Velip appearing for Applicant No 2 under Free Legal Aid. Thereafter, she was represented by the Applicant No 1. Nothing has been produced by the Applicants on record by way of bills to support the claim of incurring legal expenses. However considering the fact that the Applicants have paid Goa RERA the

applicable fees of Rs 5,000/- and borne the costs for prints/copies to be given to the Respondent, follow up , etc., as such the Applicants are entitled to compensation towards such legal expenses. Hence, i am of the view that an amount of Rs 30,000/- as costs towards legal expenses, would be just and reasonable as in the facts of the matter. In view of my discussions herein above hence, I pass the following:-

O R D E R

The Respondent is directed to pay the Applicant compensation of ₹8,30,000/- (Rupees Eight Lakhs Thirty Thousand only) for violation under Section 18 read with Sections 71 and 72 of the Real Estate (Regulation and Development) Act 2016 within 30 days from the date of this Order. Further, in default to pay the said amount, the Respondent shall be further liable to pay the Applicant interest on the said amount of ₹8,30,000/- (Rupees Eight Lakhs Thirty Thousand only) @8.80% p.a. (which is applicable on this day) till date of payment/realization.

19/08/2026.

Sayonara Telles-Laad
Adjudicatng Officer,
Goa RERA