



**GOA REAL ESTATE REGULATORY AUTHORITY**

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FNo: 3/RERA/Complaint(502)/2025/1771

Date: 06/01/2026

**Mrs Mrinalini Gupta, (President)**

**M/s Infinity Bay Residents Welfare Association (RWA)**

Jairam Nagar, Dabolim,

Dabolim Goa-403801.

... **Complainant**

V/s

1. **M/s Modern Nest Built Pvt Ltd,**  
Through its Director, Mr. Ajay Agarwal,  
Office at K-1, Green Park Main,  
New Delhi (110016).
2. **Conscient Infrastructure Pvt Ltd,**  
Through its Authorized representative Mr. Nonla Bhiva Sawant,  
Office at 10<sup>th</sup> Floor, Tower "D", Global Business Park,  
Mehrauli, Gurgaon Road, Gurgaon, (122002).
3. **Mr. Ajay Agarwal,**  
Office at K-1, Green Park Main,  
New Delhi (110016).
4. **Mr. Nonla Bhiva Sawant**  
H No. 24, Dhonde Bhat, Neura  
Tiswadi- Goa, 403104

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**Respondents**

Ld. Adv. Ankur Kumar and Ld Adv Manuel D Souza appeared for the  
Complainant.

**ORDER**

**(Delivered on this 6<sup>th</sup> day of the month of January , 2026)**

An online Complaint was filed on 03/09/2025 by the above Complainant against the Respondent, the brief facts of the complaint are as follows:-

1. M/s Infinity Bay Residents Welfare Association (hereinafter referred to as the "RWA"), is a registered society constituted by the unit owners of the "Infiniti Bay" housing complex formed with the objective to safeguard the collective interests of the residents, ensure proper maintenance, and seek redressal for the multiple violations and malpractices perpetrated by the Respondents.
2. The project "Infiniti Bay", comprises of luxury Villas, Sea Homes, and Sky Homes. Respondent No.1 marketed the project as a premium development with high-end amenities, including a clubhouse, spa, swimming pool, gymnasium, indoor games, and even a private yacht for the residents' use, thereby inducing purchasers to invest substantial sums.
3. That all allottees have entered into tripartite maintenance agreements with Respondent No.2, a company that was appointed by Respondent No.1 without offering residents any choice in the matter. Respondent No.2 was charged with maintaining the complex until a residents' society was formed. However, they failed utterly in rendering basic services and amenities, despite collecting exorbitant maintenance charges.
4. Each allottee paid significant amounts as Interest-Free Maintenance Security Deposits (IFMS), ranging from ₹10 to ₹15 lakhs, to Respondent No.1. The total IFMS corpus collected is estimated to be approximately ₹5.45 crores. As per the agreement and the applicable laws, this corpus was to be transferred to the residents' association upon formation. Till date, the same has not been done. The monthly maintenance charges collected by Respondent No.2 from residents amounted to ₹15,000- ₹18,000 per unit.



Despite such high fees, the services were shockingly inadequate. Respondent No.2 never provided proper accounts, audit statements, or transparency in the use of funds.

5. That the project has suffered massive neglect. Basic infrastructure including lighting, garden maintenance, water lines, and pest control were ignored. The clubhouse was rendered unusable, the pool left in a broken state, and the spa facility – a key selling point – never became operational. There is a rampant termite infestation destroyed flooring, wardrobes, ceilings, and furniture in most Villas. The maintenance company failed to perform routine pest control despite repeated requests, causing significant financial losses and emotional distress to the owners, most of whom reside outside Goa.
6. The Respondents falsely claimed that a luxury yacht (“Sea Princess”) formed part of the project’s amenities. However, the yacht is privately owned by the promoters/directors of the Respondents and was never transferred to the project or the residents’ society. Despite this, residents were made to pay for its maintenance and running costs. Meanwhile, the Respondents generated illegal revenue by leasing it out to tourists at ₹30,000 per hour without disclosing the profits to the owners. Even when residents attempted to use the yacht, they were quoted a rate of ₹18,000 per hour, contrary to the representation that the yacht was part of the shared amenities amounting to blatant fraud and cheating, compounded by suppression of material facts in the agreement.
7. The inclusion of the luxury yacht (“Sea Princess”) was not merely an incidental offering, but a prominently featured amenity in the Respondents’ marketing brochures, presentations, and online promotional materials. These materials created a legitimate expectation in the minds of





buyers that the yacht would be jointly owned or controlled by the residents and freely available for their use as part of the project's lifestyle offerings.

8. This representation formed an essential part of the inducement to purchase and is further evidenced by specific references to the yacht in the flat buyer's agreement and promotional materials. Despite this, the yacht was never transferred to the ownership of the housing society or made available to residents without additional payment.
9. Such conduct constitutes a violation of the RERA Act, which prohibits any unilateral changes to the project specifications and amenities post-allotment. The omission to transfer title and grant unrestricted access to the yacht amounts to a material deviation and breach of the statutory obligation.
10. Moreover, Respondents exploited the yacht commercially, leasing it to tourists at rates as high as ₹30,000 per hour, thereby earning profits from an asset claimed to be part of the residents' amenities. Simultaneously, residents were asked to pay maintenance charges for the yacht—an act of unjust enrichment and financial misappropriation.
11. When residents sought access, they were quoted commercial misrepresentation. No disclosure was made about the actual ownership structure or the intention to commercially exploit the yacht, which constitutes deliberate suppression of material facts, cheating, and fraud.
12. The marketing brochures and sale deeds promised amenities like golf carts, virtual gaming zones, DVD libraries, and other recreation areas, none of which were provided or maintained. The golf carts were non-functional and not offered for senior citizens or residents, resulting in serious inconvenience



13. When residents initiated formation of the RWA, Respondents began threatening and coercing unit holders, warning of disruption of water and electricity supplies and withdrawal of essential services. Only after considerable effort and resistance was the RWA successfully registered.
14. Despite the society's formation, the Respondents refused to hand over the maintenance records, common areas, corpus funds, or even basic information relating to service contracts and inventories amounting to breach of Sections 11(4)(e), 17 and 19(10) of the RERA Act. The Respondents have also violated electricity regulations by collecting inflated charges without being licensed for electricity distribution or sub-metering. These unauthorized collections further amount to cheating and extortion.
15. The sale and maintenance agreements were riddled with false assurances, concealed facts, and unfair trade practices. The structural quality of construction is extremely poor. Clubhouse ceilings have caved in, walls are cracked, and common areas are in a dilapidated condition, despite ongoing monthly maintenance payments.
16. The total fraud and wrongful gain from the residents is estimated to exceed ₹50 Crores, taking into account the sale proceeds, maintenance fees, IFMS corpus, and other hidden charges for unprovided or misrepresented amenities. The complainant also approached the local police station for irregularities committed by the Respondents.
17. The Complainant and several residents have suffered mental agony, financial loss, health hazards, property, damage, and repeated harassment at the hands of the Respondents. Several residents, including senior citizens, feel unsafe and intimidated due to the aggressive conduct of the



maintenance personnel and the lack of security in the premises.

18. That there are certain legal violations that the respondents have committed and did not strict to its commitment and they are:

The Respondents have violated multiple provisions of:

- (i) The Real Estate (Regulation and Development) Act, 2016 – particularly Sections 4, 11(4), 14, 17, 19, 31, 60, 61, 63, and 66.
  - (ii) Consumer Protection Act, 2019 – misrepresentation, unfair trade practices, and deficiency in service.
  - (iii) Electricity Act, 2003 – unauthorized billing and sub-distribution of power.
  - (iv) Indian Penal Code / Bharatiya Nyaya Sanhita (BNS) – cheating, criminal breach of trust, misappropriation, criminal intimidation, conspiracy.
19. That being aggrieved the complainants have also lodged the criminal complaint against respondents.

**Relief Sought**

- (a) Direct the Respondents to immediately hand over the entire IFMS corpus collected from allottees to the RWA along with interest accrued in terms of Section 18 of RERA;
- (b) Direct the Respondents to immediately transfer the title and Registration certificate of Yacht namely “S.B. Princess 42 Infinity Bay, PNJ -746” in favour of complainant;





- (c) Direct the Respondents to furnish all documents of ownership, purchase, and registration of the yacht to establish their right, title, and interest.
- (d) In the event the yacht was not transferred to the project or society, direct the Respondents to refund the proportionate cost embedded in the purchase price of each flat towards the yacht, along with interest.
- (e) Declare the Respondents to direct the commercial use of the yacht illegal, and disgorge all income earned from leasing the yacht and remit the same to the RWA.
- (f) The Respondent be directed u/s 18 of RERA to refund the complainant the maintenance of Rs. 3,00,000/- (Rupees Three Lakhs only) for last 12 years and legal charges of Rs. 20,000/- (Twenty Lakhs only) along with interest from the date of payments till realisation of the amount.
- (g) The Respondent be directed u/s 18 of RERA to pay compensation of Rs. 5,45,00,000/- (Five Crores Forty Five Lakhs Only) towards loss of opportunity to the Complainant.
- (h) The Respondent be directed to pay compensation of Rs. 50,00,000/- (Rupees Fifty Lakhs Only) towards inconvenience, mental trauma and harassment caused to the Complainant.
- (i) The Respondent be directed to pay Rs. 10,00,000/- (Rupees Ten Lakhs Only) to the Complainant, towards cost of the complaint.



(j) That the Hon'ble Goa-RERA may grant any other further relief/s, as this Hon'ble Authority may deem fit and proper in the nature and circumstances of the case, in favour of the Complainant.

(k) Pass any other or further orders as this Hon'ble Authority deems fit in the interest of justice and equity.

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

Sr. No.	Points for determination	Findings
1.	Whether the said complaint is maintainable?	As per final order

21. Notice dated 16/09/2025 was issued to the Complainant and matter was heard several times. The Authority asked the Complainant's advocate to categorically establish that the said project "Infinity Bay" is registerable or not. In particular, the Complainant was to satisfy the Authority as per his record that this was not a case of completed project prior to commencement of the RERA enactment. The Complainant does not provide the date of Completion via the Sale Deed, a core documentation to establish its bonafides. From the documents submitted, it is observed that the transaction appears to have taken place before coming of the Real Estate (Regulation and Development) Act, 2016. The supporting documents ie (i) Agreement for Sale is dated is dated 17/04/2015, (ii)





the Maintenance Agreement is dated 22/12/2011 and contains the following clauses.

Article 2(a)

*Commencement Date – The date when this Agreement shall be deemed to commence i.e., the date when the possession of the said property is taken over by the user/owner from the Developer or on the expiry of 45 days from the date of final call notice of said property sent in writing by the Developer to the user/owner which ever is earlier.*

Article 3

*The Agreement shall come into effect from 22-DEC-2011 and shall be in effect initially for a period of 5 years, unless determined earlier as provided in this agreement. Thereafter, upon the Residents Welfare Association (RWA) taking over maintenance and operation of services, facilities and other utilities in the Complex, The Owner/User shall be responsible for payment of Maintenance Charges to the Association / Society at such rates as may be determined by the later from time to time.*

*The user/owner shall not be entitled to terminate the present Agreement by itself but shall be entitled to do so in case all property users/owners of the said units decide to do so by a written notice giving three months time.*

22. (iii) Further, two Buyers Agreement are dated 07/11/2008 and 09/06/2011, (iv) most of the payment receipts for maintenance are also prior to the coming of

RERA Act . All suggests that units have been in possession and occupation of the allottees for more than 12 years. This is verified from the copy of a FIR submitted, which when read with maintenance records, it appears to be a case of maintenance agreement gone sour.


23. From the documents/evidence submitted it appears that the documents were executed before coming of the Real Estate (Regulation and Development) Act, 2016. The Complainant has also not submitted any supporting evidence to convincingly show that the project is registrable as an ongoing project under Section 3 of the Real Estate (Regulation and Development) Act, 2016. Thus the Complainant has failed to prove that the Complaint is maintainable under the Real Estate (Regulation and Development) Act, 2016.

24. The Complainant must seek the redressal in the other forums that may be applicable.

25. Having said so, I pass the following:

**ORDER**

The complaint is dismissed as legally not maintainable before Authority for the aforesaid reliefs prayed by the complainant.

  
**Dharmendra Sharma, IAS(Retd)**  
**Chairperson, Goa RERA**