



GOA REAL ESTATE REGULATORY AUTHORITY

101, 1st Floor, 'SPACES' Building, Plot No. 40, EDC Patto Plaza, Panaji 403 001 Goa

www.rera.goa.gov.in

Tel: 0832-2437655; e-mail: goa-rera@gov.in

F.No:3/RERA/Complaint (467)/2025/230

Date: 11/02/2026

Mr. Milind V. Shankhwalker,
R/o H.No. E-123, Nr. J. B. Stores
Fontainhas, Panaji, Goa, 403001.

.....Complainant

Versus

1. Ashvem Spa and Resorts Private Limited,
Represented by its Director,
Mr. Verner Velho,
Age: 55 years,
H.No. 183/2, Sonar Bhat,
Verem, Bardez, Goa, 403109.

2. Adwalpalkar Constructions & Resorts Pvt. Ltd.,
Represented by its Director,
Shri Mahesh R. Adwalpalkar,
Age: 69 years
Having office at Adwalpalkar Avenue,
St. Inez, Panaji, Goa-403001.

.....Respondents

Ld. Advocate Shri Pritesh Shetty for the complainant.

Ld. Advocate Shri N. P. Kamat for respondent no. 1.

Ld. Advocate Shri M. S. Joshi along with Ld. Advocate Shri Hirbarao
Rane Sardessai for respondent no. 2.

ORDER

(Delivered on this 11th day of the month of February, 2026)

This order shall dispose of an application at exhibit 472/c for direction to the complainant to honour the Article 2(c) of the Agreement of sale dated 31.03.2015.

2. Briefly stated, the case of the Respondent no. 1 is as follows:-

That the complainant had executed with respondent no. 1, Agreement for sale dated 31.03.2015 to sell premises in the building 'Adwalpalkar Stellar' admeasuring 143 sq. mts. of the total built up area for a total consideration of ₹50,05,000/- and as per Article 2(c) of the Agreement, it was specifically agreed by the complainant that in the event there is an increase or decrease in the area space, the total consideration shall be worked out in a proportion as per the rates agreed in the said agreement. There is an increase in the area of the flat by 17 sq. mts. and as such the complainant is now liable to pay the balance consideration amount of the excess area of 17 sq. mts at the rate of ₹35,000/- per sq. mts. which works out to ₹5,95,000/- due and payable to respondent no. 1 since 07.03.2022.

3. The complainant has not paid till date the said amount and has now filed the present complaint seeking reliefs by suppressing the

above material fact. The respondent no. 1 is willing to execute the sale deed in favour of the complainant subject to the complainant honouring the terms of the agreement of sale dated 31.03.2015 provided the complainant honours the agreement. The respondent no. 1 is therefore entitled for the said amount and hence, the Authority may direct the complainant to pay the amount of ₹5,95,000/- along with interest from 07.03.2022 till date. Hence, the application.

4. The complainant filed a reply inter-alia contending that no amount of whatsoever nature is due or payable to respondent no. 1 as the respondent no. 1 has waived any claim for additional area as per the allotment letter and the email dated 31.07.2018, 17.09.2018 and 29.11.2018 between the complainant and respondent no 1 pertaining to the same matter. The clause 2(c) is not applicable as possession has not been handed over till date and the carper area of 160 mts under Section 2(k) of the RERA Act is yet to be established by the respondent and therefore, application be dismissed.

5. Arguments heard.

6. Admittedly, the complainant and the respondent no. 1 had entered into an agreement for sale dated 31.03.2015 and in view of

Article 2(c) of the agreement, the said consideration includes the undivided share of the land proportionate to the super-built up area of the said residential premises and that in the event of increase or decrease in area space as agreed upon, the total consideration shall be worked out in a proportion as per the rates agreed in this agreement. The respondent no. 1 as per clause 3(a) of the agreement was under a contract to complete construction and handover possession of the residential premises within 30 months and had agreed to deliver possession on or before March 2018 as the total consideration of ₹50,05,000/- was paid, as early as in the year 2015.

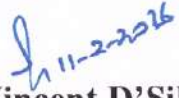
7. It is an admitted fact that as per the allotment letter dated 07.03.2022, the respondent no. 1 on its own accord, by admitting delay, voluntarily offered additional area, at no extra cost, including the interest for the delayed period, without seeking any additional amount for the said area of 160 sq. mts. The aforesaid emails produced on record also clearly make reference to offering additional space along with interest. The allotment letter dated 07.03.2022 and the e-mails do not stipulate any additional consideration nor does it reserve any right to raise future demands. It is therefore evident that respondent no. 1 had waived any claim for additional amount for the

additional area, which was agreed to be provided for the same consideration of ₹50,05,000/- as per the said allotment letter. The above application therefore is an afterthought and unsustainable in law and hence, cannot be allowed.

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

ORDER

The application at exhibit 472/c stands dismissed.


(Vincent D'Silva)
Member, Goa RERA

Panaji, Goa.
Date: 11.02.2026