



**GOA REAL ESTATE REGULATORY AUTHORITY**  
101, 1<sup>st</sup> Floor, 'SPACES' Building, Plot No. 40, EDC Patto Plaza, Panaji 403 001Goa  
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F.No:3/RERA/Complaint (493)/2025/229

Date: 11/02/2026

**Mr. Sanjiv Narayan Desai,**

R/o Flat No. FO3/4, Building 10/A, Models Legacy,  
Taliegao, Goa, 403002.

.....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 Parag S. Rao 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 11<sup>th</sup> day of the month of February, 2026)**

This order shall dispose of an application at exhibit 396/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.

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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 the complainant has fully discharged all its contractual obligation whereas the respondent no. 1 has failed to complete the project and handover possession within the agreed period. The reliance of Article 2(c) of the agreement of sale dated 31.03.2015 is wholly misplaced and cannot be invoked where additional area is voluntarily offered by the promoter as a consequence of admitted delay. The email dated 31.07.2018 expressly acknowledged that project had been delayed and in good faith proposed a compensatory arrangement to address the delay by offering additional area of 15 sq. mts. along with interest which was

accepted by the complainant. The allotment letter dated 07.03.2022 does not stipulate any additional consideration nor does it reserve any right to raise future demands and therefore application deserves to 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 already paid to the respondent no. 1.

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 396/c stands dismissed.

*11.02.2026*  
**(Vincent D'Silva)**  
**Member, Goa RERA**

Panaji, Goa.  
Date: 11.02.2026