

**BEFORE THE MAHARASHTRA REAL ESTATE REGULATORY AUTHORITY,
MUMBAI**

1. Complaint No. CC12602777

Jayvant Yashavant Jadhav

... Complainant

Versus

Dinesh Laxman Sonawane

... Respondent

Along with

2. Complaint No. CC12603244

Chandrakant Krishna Mandlik

... Complainant

Versus

Dinesh Laxman Sonawane

... Respondent

Along with

3. Complaint No. CC12603245

Ramabai Gopalrao Koshti

... Complainants

Versus

Dinesh Laxman Sonawane

... Respondent

Along with

4. Complaint No. CC12603246

Lata Sanjay Phulsunde

... Complainants

Versus

Dinesh Laxman Sonawane

... Respondent

MahaRERA Project Registration No. P51700077368

Coram: Shri. Mahesh Pathak, Hon'ble Member - I/MahaRERA.

Jaiwant Jadhav appeared for the complainants- through VC

None appeared for the respondent

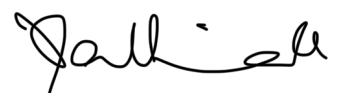
ORDER

(Order Pronounced on Thursday, 09th July 2026)

(Matters reserved for orders on 18-06-2026)

(Hearing Through Hybrid Mode)

1. The complainants above named have filed these 4 separate online complaints before the MahaRERA on various dates (as mentioned in the table at para. no. 5), seeking directions from MahaRERA, to the respondent – promoter, which are detailed in the table below at paragraph no. 5 as prescribed under the provisions of section 18 of the Real Estate (Regulation & Development) Act, 2016 (hereinafter referred to as ‘RERA’), in respect of their respective flats as more particularly mentioned in the below table at paragraph no. 5 (hereinafter referred to as the “**said flats**”) in the respondent’s registered project known as “**Swami Datta Krupa**” bearing MahaRERA registration No. **P51700077368** located at Chikanghar, Taluka Kalyan, Dist. Thane (hereinafter referred to as the ‘**said project**’).
2. These complaints were clubbed together, as the same being filed with respect to the said project and the same were heard by the MahaRERA on 18-06-2026 as per the Circular No. 49 dated 12-09-2025 issued by MahaRERA for hearing of complaints through Hybrid Mode. Both the parties have been issued prior intimation of the said hearings. On the said date of hearing, the complainants appeared made their submissions. However, despite notice of hearing, the respondent remained absent. The MahaRERA heard the submissions of the complainants and also perused the available record.
3. After hearing the arguments of the complainants, the following Roznama was recorded in these complaints: -
 - i) **On 18-06-2026:**
“First Hearing Matter” The complainants are present. The respondent is absent. Since these complaints arise out of a re-development project, the complaints in the present form are not maintainable. Accordingly, parties may file their submissions on maintainability of these complaints within a period of one week i.e. by 25-06-2026, subsequent to which, these matters will be reserved for orders.”
4. Despite the said directions, both parties have failed to upload their respective



submissions on record of MahaRERA. Hence, the MahaRERA has perused the available record.

5. The complainants have filed the present 4 separate complaints seeking direction from MahaRERA to the respondent to pay monthly rent for delayed possession. The details of the flats booked by the complainants, dates of agreements for sale, dates of possession, total consideration, consideration paid and relief sought by them are as per the table given below *(as per complaint copy)* –

Sr.no. Date of filing (DOF) Complaint no. Flat details (A)	Agreement for sale (AFS) Date of possession (DOP) Possession taken (B)	Total Consideration (TC) Consideration Paid (paid) (C)	Relief (Relief not clear, seems to be) (D)
1. 12-05-2026 CC12602777 Flat no. 401, A wing	Not Uploaded	Rs. 2,25,000/- Rs. 0	Rent till handover of possession and to provide written assurance for additional area.
2. 30-05-2026 CC12603244 flat no. 302, A wing	Not Uploaded	Rs. 2,25,000/- Rs. 0	
3. 30-05-2026 CC12603245 flat no. 602, A wing	Not Uploaded	Rs. 5,26,000/- Rs. 0	
4. 30-05-2026 CC12603246 flat no. 201, A wing	Not Uploaded	Rs. 5,26,000/- Rs. 0	

6. It is the case of the complainants that they are the existing members of the society and that the respondent is undertaking the redevelopment of the said project. The complainants have submitted that, under the Development Agreement, the respondent agreed to pay them monthly rent. However, the respondent has failed to pay the same. The complainants have further alleged that the respondent is demanding amounts ranging from Rs. 2 lakhs to Rs. 5 lakhs from individual members towards the alleged additional area without issuing any written demand notices. They have also submitted that, despite repeated requests, the respondent has refused to provide the measurements of the redeveloped units. Further, according to the Development Agreement, the new units are not proposed to be measured on the basis of the RERA carpet area, raising concerns regarding compliance with the provisions of the RERA and transparency. The complainants have stated that they subsequently

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issued legal notices to the respondent. Accordingly, they have prayed for directions to the respondent to pay the outstanding rent along with applicable interest and to provide the measurements of the redeveloped flats.

7. Despite specific direction, the respondent has failed to file any reply/submissions on record of MahaRERA.
8. The MahaRERA has examined the submissions made by the complainants and also perused the available record. In the present case, the complainants have filed these complaints before MahaRERA, under Section 31 of the RERA, seeking rent on account of the delay under the provisions of RERA.
9. The complainants have contended that the respondent has failed to pay rent to them as per the said development agreement. Moreso, they also submitted that the respondent is demanding additional amount for extra area. Hence, the complainants sought rent till handover of possession.
10. However, during the course of hearing, MahaRERA has noticed that the complainants are members of the Swami Datta Krupa CHS Ltd which has undertaken the said redevelopment project by assigning development rights with respect to the said project land to the respondent. Further, since the complainants are part of the redevelopment component, these complaints filed under the provisions of RERA are not maintainable.
11. Hence, both parties were directed to file their respective reply/rejoinder/written submissions on record of MahaRERA on the said issue of maintainability of these complaints raised by MahaRERA.
12. Hence, before dealing with the facts of these complaints on merits, MahaRERA needs to decide the said issue of maintainability of this complaint being a preliminary issue.
13. Despite, specific directions, neither the complainants nor the respondent have

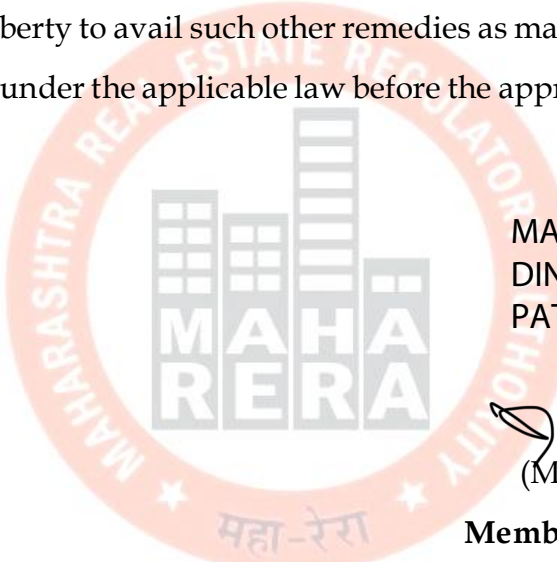


uploaded their submissions on record of MahaRERA. Hence, the MahaRERA has no alternative but to decide the said issue of maintainability of these complaints ex-parte against both parties on its own on merits.

14. Be that as it may, in the present case, MahaRERA has noticed that admittedly, the complainants are members of the society viz Swami Dattakrupa CHS Ltd, and have been allotted the said flats under the development agreement executed with them , pursuant to the redevelopment agreement signed with the said society. Admittedly, the complainants have not purchased the said flat by paying any sale consideration to the respondent in the capacity of an allottee under a sale component of the said project.
15. In this regard, MahaRERA has perused the relevant provisions of Section 3(2)(c) of RERA, which excludes projects relating to renovation, repair or redevelopment that do not involve marketing, advertising, selling or new allotment of apartments. In the present case, the complainant's entitlement to the said flats arises from the redevelopment agreement executed between the parties and not from any independent sale transaction as contemplated under the provisions of RERA.
16. Moreso, MahaRERA has further noticed that the grievances raised by the complainants mainly pertain to alleged carpet area and rent for the delay under the development agreement and enforcement of obligations arising out of the redevelopment arrangement. The complainants have also impliedly sought various reliefs relating to specific performance and enforcement of terms and conditions of the development agreement and redevelopment documents. Such dispute therefore pertains more to enforcement of contractual and civil rights flowing from redevelopment agreement. Hence, the same are not maintainable under the provisions of RERA.
17. Further, the complainants have not submitted any cogent documentary proof on record of MahaRERA to show that they have purchased any additional area in the sale component of the said project. Moreso, they have also not filed any written

submissions on record of MahaRERA on the said issue of maintainability of these complaints. Hence, the said issue remains undisputed and unchallenged.

18. In view of the aforesaid facts and circumstances, MahaRERA is of the considered view that the present complaints filed by the complainants, being members of the redevelopment component claiming rights under the development agreement, are not maintainable under the provisions of RERA in view of Section 3(2)(c) of the RERA.
19. Consequently, the present complaints stand dismissed being not maintainable. Hence, no further hearing is required to be given in these matters. However, the complainants are at a liberty to avail such other remedies as may be available to them against the respondent under the applicable law before the appropriate forum, if they so desire.



MAHESH
DINKAR
PATHAK

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(Mahesh Pathak)

Member - 1/MahaRERA