

Complaint No. CC12400723

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

Complaint No. CC12400723

Prashant Jain

... Complainant

Versus

1. Arihant Superstructures Limited

12. M/s. Marvel Lifespaces LLP (added as respondent as per the interim order dated 27-11-2025)

... Respondents

MahaRERA Project Registration No. P51700077377

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

Ld. Adv. Milly Ghoshal appeared for the complainant.

Ld. Adv. Ruikar appeared for the respondent no. 1.

Ld. Adv. Janaklal Joisar appeared for the respondent no. 2.

FINAL ORDER

(Order Pronounced on Monday, 18th May 2026)

(Matter reserved for orders on 25-03-2026)

(Hearing Through Hybrid Mode)

1. The complainant above named has filed this online complaint before the MahaRERA on 10-11-2024 mainly seeking directions from the MahaRERA, to the respondents, for refund along with interest, as prescribed under the provisions of the Real Estate (Regulation & Development) Act, 2016 (hereinafter referred to as 'RERA') in respect of the booking of a 2BHK Flat (hereinafter referred to as "the said flat") in the respondents' registered project known as "ARIHANT AVANTI" bearing MahaRERA registration No. **P51700077377** located at Survey No. 57/3 Village Padale, Survey No. 18/2 Village Shil & Survey No. 109/1/A, 109/1/B & 108/2 Village Daighar, Dist. Thane (hereinafter referred to as the 'said project').
2. This complaint was earlier heard at length by MahaRERA, when the following

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interim order was passed on 27-11-2025:-

"9. The MahaRERA has examined the rival submissions made by both the parties and also perused the available record. The complainant, who claims to be an allottee of the said project registered by the respondent, has filed the present complaint under Section 31 of the RERA, mainly seeking refund of the entire amount paid by him along with interest and compensation under the provisions of the RERA.

10. The complainant has agitated his claims by virtue of the provisional reservation letter dated 27-11-2015 issued by M/s. Marvel Lifespaces LLP through its partner, Mr. Mukesh Bhanushali. He has contended that the said flat was reserved for a total consideration amount of Rs. 36,31,780/-, out of which he has paid an amount of Rs.30,51,000/- (Rs. 4,51,000/- paid through cheques and Rs. 26,00,000/- paid in cash). However, till date, possession has not been handed over to him. Hence, he has filed this complaint seeking reliefs under the provisions of the RERA.

11. The respondent has refuted the complaint by raising a preliminary objection regarding the maintainability of the complaint on the ground of lack of privity of contract between it and the complainant. It has contended that the booking was made with M/s. Marvel Lifespaces LLP and that the monies were paid to the said promoter in the year 2015 itself. It has further stated that it took over the said project by virtue of the registered development agreement dated 12-09-2022 executed with M/s. Marvel Lifespaces LLP, and thereafter registered the said project with MahaRERA upon obtaining the CC dated 29-04-2024. Hence, it has prayed for dismissal of the complaint against it on the ground of absence of privity of contract between it and the complainant.

12. In view of the above, before dealing with the facts of this complaint on merits, the MahaRERA is required to decide the issue of maintainability of this complaint, as raised by the respondent, being a preliminary issue.

13. Accordingly, both the parties were directed to file their respective written submissions, such as reply, rejoinder, and written submissions, on the record of MahaRERA on the said issue of maintainability. Further, the complainant was also directed to explain the relationship between the respondent and M/s. Marvel Lifespaces LLP.

14. Pursuant to the aforesaid directions of the MahaRERA, the complainant, by filing his written submissions, has explained the relationship between the respondent and M/s. Marvel Lifespaces LLP, which is the owner of the project land and which assigned the development rights in respect of the said project land to the respondent by executing the registered development agreement dated 12-09-2022. The complainant therefore submitted that this complaint is maintainable and that the respondent is liable to refund the entire money paid by him along with interest.

15. The respondent has not filed any written submissions on the record of MahaRERA as directed during the hearing on the issue of maintainability. Hence, it has impliedly reiterated the facts stated in its reply.

16. Be that as it may, in the present case, admittedly, the complainant made the said booking pursuant to the provisional reservation letter dated 27-11-2015 issued by M/s. Marvel Lifespaces LLP. Admittedly, as per the said letter, the complainant has paid an amount of Rs. 30,51,000/- towards the said provisional booking (out of the total consideration amount of Rs. 36,31,780/-), which includes payments made through cheques as well as in cash.

17. The record also shows that the respondent has undertaken the said project by virtue of a registered Development Agreement dated 12-09-2022 executed with M/s. Marvel Lifespaces LLP. This clearly establishes that M/s. Marvel Lifespaces LLP is the owner of the project land. Further, while registering the said project with MahaRERA, the respondent has disclosed the landowner, viz. M/s. Marvel Lifespaces LLP, as a promoter (owner) having an area share in the said project.

18. Hence, it is evident that both the respondent as well as M/s. Marvel Lifespaces LLP fall within the definition of "promoter" under Section 2(zk) of the RERA. However, in the present case, since the complainant has admittedly paid the booking amount to the owner-promoter, i.e., M/s. Marvel Lifespaces LLP, which has also been shown as promoter of the said project, the MahaRERA is of the prima facie view that the complainant is an allottee of the said project registered with the MahaRERA. The complainant, therefore, has privity of contract with the said owner-promoter to whom the payment has been made towards the reservation of the said flat.

19. As far as the issue of privity of contract raised by the respondent is concerned, the MahaRERA has perused the judgment dated 16-02-2024 passed by the Hon'ble Bombay High Court in Second Appeal (St) No. 21842 of 2023. In that judgment, while deciding the refund claims of allottees, the Hon'ble High Court has elaborately dealt with the joint liabilities of multiple promoters associated with a project. Relevant observations of the Hon'ble High Court are reproduced below: "**17. Thus, definition of the term 'Promoter' under Section 2(zk) of RERA is wide enough to include every person who is associated with construction of the building such as builder, coloniser, contractor, developer, estate developer or by any other name or even one who claims to be acting as a power-of-attorney holder from the owner of the land...** While registering the project as ongoing under Section 3 of RERA, the Appellant's name has been included in the list of promoters. Therefore, the Appellant cannot run away from the fact that it is the promoter... Explanation to Section 2(zk) makes all persons who construct or cause to be constructed a building, or sell flats, to be promoters and jointly liable for the responsibilities under the RERA 18. ...RERA does not demarcate or restrict liabilities of different promoters in different areas. The liability is joint for all purposes under the Act, Rules and Regulations." In view of the aforesaid observations of the Hon'ble High Court, the joint duties and liabilities of both the respondent and M/s. Marvel Lifespaces LLP (as promoters of the said project), stand clearly established under the provisions of RERA. Therefore, the respondent cannot avoid or disclaim its responsibilities under RERA merely on the ground that it has no direct privity of contract with the complainant. Once both entities are shown as promoters in the registration of the project, their liability towards allottees becomes joint as per Sections 2(zk), 11 and 18 of RERA.

20. However, considering that the crucial fact that the complainant has paid the booking amount directly to M/s. Marvel Lifespaces LLP, the said entity, being the ownerpromoter of the said project, shall be primarily liable to refund the money received from the complainant. Nevertheless, in the event the said owner-promoter fails to refund the amount, the respondent-promoter (Arihant Superstructures Ltd.) shall also be liable, jointly and severally, in accordance with the provisions of the RERA and the aforesaid law laid down by the Hon'ble Bombay High Court. The respondent being the promoter cannot shift or dilute its obligations under the guise of a development agreement signed subsequent to the said booking. Hence, the MahaRERA holds that the present complaint is maintainable under the provisions of the RERA in respect of the said project, and therefore the same is required to be adjudicated on its own merits against the owner-promoter, viz., M/s. Marvel Lifespaces LLP.

21. In view of the above, the following order is passed:-

- a) The present complaint is held to be maintainable in respect of the said project registered by the respondent as well as the owner-promoter viz. M/s. Marvel Lifespaces LLP.
- b) The complainant is hereby directed to implead the said owner-promoter viz. M/s. Marvel Lifespaces LLP as respondent no. 2 to this complaint and amend the complaint accordingly within a period of one week from the date of this order.
- c) The complainant is also directed to serve a copy of the amended complaint upon the said owner-promoter within a period of one week.
- d) The said owner-promoter viz. M/s. Marvel Lifespaces LLP is directed to file its reply to the amended complaint within a further period of one week. The respondent herein may also file its additional reply within the said period, if it so desires. The complainant may file his rejoinder/written submissions to the reply/additional reply (if any) within a further period of one week.
- e) All parties are directed to complete their pleadings before the next date of hearing.
- f) The Registry of this Bench is directed to list this complaint for final hearing on 24- 12-2025.
- g) The Registry of this Bench is also directed to forthwith serve a copy of this interim order upon the owner-promoter viz. M/s. Marvel Lifespaces LLP, by way of abundant precaution."

3. Thereafter, this complaint was again heard by MahaRERA on several occasions and the same was heard finally on 25-03-2026 as per 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 this hearing, and they were also informed to file their written submissions if any. On the said dates of hearing, all the parties appeared as per their appearances recorded in the Roznamas and made their respective submissions. The MahaRERA heard the submissions of the parties as per their appearances and also perused the available record.

4. After hearing the arguments of all the parties, the following Roznamas were recorded in this complaint:-

i) **On 10-02-2026:**

"All the parties are present. There is an interim order issued by the authority on 04-09-2025 wherein the respondent no. 2 (M/s. Marvel Lifespaces LLP) is added as a necessary party in the complaint. Therefore, the complainant may serve a copy of the complaint, the documents therein as well as the said order on the respondent no.2 within a period of one week i.e. by 10-02-2026. The respondent no. 2 may file a reply to the complaint within a further period of two weeks i.e. by 03-03-2026. The complainant has prayed for refund along with interest as per the provisional allotment letter of 27-11-2015 issued by respondent no.2. The complainant may file a rejoinder to the reply of the respondent no. 2 within a further period of one week i.e. by 10-03-2026. The matter is adjourned to 25-03-2026 for final arguments by both sides."

ii) On 25-03-2026:

"All the parties are present. The respondent no.1 has already filed a reply to the complaint on 24-03-2026 and the respondent no.2 has filed a reply yesterday which is served on the complainant. Therefore, the complainant may file rejoinder to the said replies within a period of two weeks i.e. by 08-04-2026 along with written submissions as well as serve the same on respondent no.2 as well as upload the reply of respondent no.2 in the complaint. The respondent may file written submissions within a further period of one week i.e by 15-04-2026 although the respondent no.2 adopts the arguments of respondent no.1. The respondent no.2 may also serve the written submissions on complainant who may upload the same in the complaint (in addition to the reply). The respondents have pointed out that considering the conduct of the complainant and the payment pattern and correspondence, the complainant is an investor and not a bonafide allottee. Therefore, because of this reason as well as the fact that the payments have been made prior to the RERA coming into effect, the complaint is not maintainable. Additionally, the respondent no.1 has pointed out that it has no privity of contract with the complainant since all the payments have been made to respondent no.2. However, both the respondents are shown as promoters in the said project registration details. The complainant refutes this contention of the respondent and contends that since the rate offered was attractive and only one flat has been booked, the complainant is a bonafide allottee and not an investor. Moreover, even if cash payments are made (Rs. 20 lakhs out of the total constitution paid), the said payments have been acknowledged via receipts by the respondent no.2. Accordingly, the matter is reserved for orders suitably after 15-04-2026 based on the arguments in the hearing and the reply, rejoinder and written submissions filed. The respondent no.2 has also contended that it has paid the refund amounts to the complainant which the complainant refutes. So the parties may include the correspondence with each other and the proof of refund made along with their rejoinder and written submissions."

5. Pursuant to directions in the aforesaid hearing, the complainant has filed his written submissions on 09-04-2026 and the respondent no.1 has filed its written submissions on 21-04-2026. The same are accepted and taken on record. Hence, the MahaRERA has perused the available record.



6. The complainant has not filed the complaint in the prescribed format. However, in the facts column, the complainant has stated/submitted that the project was originally conceived by Marvel Lifespaces LLP, led by Shri Dinesh Shankarlal Bhanushali and Shri Mukesh Shankarlal Bhanushali, in the year 2015. It has been stated/submitted that thereafter Marvel Lifespaces LLP defaulted and became bankrupt, though they continued giving false assurances to flat purchasers that they were attempting to bring investors for completion of the project. However, according to the complainant, the flat purchasers were not informed about the actual developments and were kept in the dark. The complainant has further stated/submitted that Marvel Lifespaces LLP secretly entered into a deal with the present promoter, Arihant Superstructures Ltd., which is now registered as promoter under the said RERA registration. It has also been stated/submitted that both the erstwhile promoter and the present promoter are not honouring the old allotment letters issued by Marvel Lifespaces LLP. Hence, the complainant has lodged the present complaint.
7. The complainant has filed additional affidavits on 29-07-2025 and 06-12-2025 stating/submitted that on 21-11-2015, he had reserved a 2 BHK flat on the 8th Floor in "Shanti Greens", proposed to be constructed on land bearing Survey No. 57, Hissa, Village Padale, Kalyan Shilphata Road, Taluka and District Thane (hereinafter referred to as "the reserved flat"), by paying a token amount of Rs. 51,000/-. Thereafter, on 27-11-2015, the complainant paid Rs. 35,51,000/- towards the total consideration of the reserved flat to M/s. Marvel Life Spaces LLP (hereinafter referred to as "Marvel"), pursuant to which Marvel issued a Provisional Reservation Letter dated 27-11-2015. However, Marvel failed to undertake any development in the said project. The complainant has further stated/submitted that despite repeated follow-ups and assurances given by Marvel regarding commencement of the project and timely possession, no definitive response was provided. According to the complainant, the development rights of the said project were subsequently transferred by Marvel to Arihant Superstructures Ltd. (respondent herein) for a consideration of Rs. 3,50,00,000/-. Upon learning about the said transfer, the

complainant sought clarification from Marvel, however, no clarification was provided either by Marvel or by Arihant Superstructures Ltd. The complainant has further stated/submitted that Arihant Superstructures Ltd. refused to recognize the earlier reservation, whereas Marvel failed to refund the amount paid by him. Thereafter, vide legal notice dated 30-03-2024, the complainant called upon Marvel to refund the entire amount along with interest and also marked a copy to Arihant Superstructures Ltd. seeking clarification before proceeding with development of the project. Since neither party refunded the amount nor recognized his claim, the complainant, being left remediless, filed the present complaint seeking refund along with interest.

8. The respondent no. 1 has filed its reply on 08-08-2025 stating/submitted that the complainant is not an "allottee" within the meaning of the RERA Act, 2016. It has been stated/submitted that the complainant allegedly paid amounts to Marvel Lifespaces LLP in the year 2015 for a proposed project namely "Shanti Greens" situated at Village Shilphata, whereas the respondent executed a registered Development Agreement with Marvel Lifespaces LLP in the year 2022 in respect of land bearing Survey No. 57/3 situated at Village Padale, Taluka and District Thane. Pursuant thereto, the respondent obtained Commencement Certificate dated 29-04-2024 and registered its project under RERA namely "Arihant Avanti". The respondent has further stated/submitted that it neither issued any booking/allotment letter to the complainant nor received any payment from him towards booking in the said project. According to the respondent, the complainant's transaction was exclusively with Marvel Lifespaces LLP in respect of "Shanti Greens" and not with the respondent's project "Arihant Avanti". It has also been stated/submitted that the complainant failed to provide details of any flat number, commencement certificate or RERA registration relating to "Shanti Greens". Hence, according to the respondent, there is no privity of contract between the complainant and respondent no. 1 and the present complaint is not maintainable under the provisions of the RERA. Accordingly, the respondent has prayed for dismissal of the complaint with costs.

9. The complainant filed written submissions on 17-09-2025 reiterating the contents of the aforesaid additional affidavits.
10. The respondent no. 1 filed an additional reply on 21-03-2026 stating/submitted that respondent no. 2 along with one Meraj Siddiqui, the erstwhile owners of lands bearing Survey Nos. 108/1, 108/2, 109/1A and 109/1B situated at Taluka Daighar, District Thane, had applied for development permission in respect of Survey No. 57/3 along with adjoining lands. It has been stated/submitted that the Thane Municipal Corporation granted development permission and sanctioned layout plans vide certificate dated 17-11-2017. However, no construction was commenced and therefore the said permission lapsed. Since respondent no. 2 lacked financial capacity to develop the property, respondent no. 1 entered into a registered Development Agreement dated 08-09-2022 with Marvel Lifespaces LLP in respect of Survey No. 57/3 and also executed further development agreements dated 13-04-2023 and 19-05-2022 in respect of adjoining lands. Pursuant thereto, respondent no. 1 obtained fresh development permission and Commencement Certificate dated 29-04-2024 and thereafter registered the project under RERA as "Arihant Avanti". The respondent has further stated/submitted that the complainant allegedly made payment in the year 2015 in relation to "Shanti Greens" when no development permission or commencement certificate existed. It has also been stated/submitted that the Provisional Reservation Letter dated 27-11-2015 itself establishes that the transaction was merely provisional and speculative in nature. According to the respondent, the complainant was only a speculative investor and not a genuine allottee within the meaning of Section 2(d) of the RERA. The respondent has further stated/submitted that at the relevant time no sanctioned plans existed and therefore no specific unit was capable of allotment. The respondent relied upon the judgment of the Hon'ble Supreme Court in *Mansi Brar Fernandes vs. Shubha* and contended that the complainant had neither booked any flat in the present registered project nor paid any consideration to respondent no. 1. Hence, according to the respondent, the complaint is not maintainable under the provisions of the RERA and deserves dismissal.



11. The complainant filed written submissions on 09-04-2026 reiterating the earlier contentions and additionally stating/submitted that the transfer of development rights in the year 2022 without notice to or consent of the complainant was illegal and intended to defeat his rights. The complainant has further stated/submitted that he was kept completely unaware of the said transfer and neither of the respondents took any steps to safeguard his interests. According to the complainant, such conduct amounts to suppression of material facts, breach of statutory obligations and breach of fiduciary duty. Hence, the complainant prayed for grant of the reliefs sought in the complaint.
12. The MahaRERA has examined the rival submissions made by both parties and also perused the available record. The complainant has filed this complaint seeking refund of the entire money paid by him along with interest and compensation under the provisions of RERA.
13. However, in the present case, vide the aforesaid interim order dated 27-11-2025, MahaRERA has already held that the present complaint is maintainable under the provisions of the RERA against both the respondents, being promoters of the said project within the meaning of Section 2(zk) of the RERA. The said findings on maintainability have attained finality and therefore the present complaint is now required to be decided on merits. Hence, the detailed facts of the case need not be repeated while passing the present final order.
14. Be that as it may, in the present case, admittedly, the complainant had paid an amount of Rs. 30,51,000/- to respondent no. 2 pursuant to the provisional reservation letter / MoU dated 27-11-2015 issued in respect of the proposed flat.
15. The record further shows that out of the aforesaid amount, a sum of Rs. 26,00,000/- was allegedly paid in cash and receipts acknowledging the same were issued by respondent no. 2. Hence, prima facie, the receipt of the said amount by respondent no. 2 stands substantiated from the available record. However, MahaRERA is of the considered view that although cash transactions may not constitute valid or legally recognised transactions in the eyes of law and may also be contrary to the applicable

statutory provisions governing financial transactions, the receipts issued by respondent no. 2 acknowledging such payments cannot be completely ignored at this stage. The said receipts constitute prima facie documentary proof showing that respondent no. 2 had accepted money from the complainant. Therefore, although the legality and admissibility of such cash transactions would have to be examined separately in accordance with law, the fact that respondent no. 2 received the said amount cannot be denied in view of the documents submitted on record.

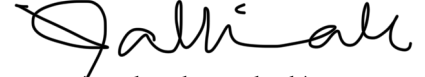
16. However, admittedly, neither the provisional reservation letter nor the MoU dated 27-11-2015 executed between the complainant and respondent no. 2 mentions any agreed date of possession, which has lapsed. Admittedly, no registered agreement for sale has been executed between the parties under the provisions of Section 13 of the RERA, showing any agreed date of possession which has lapsed.
17. Further, MahaRERA has also perused the MahaRERA registration details of the said project uploaded by the respondents. The record shows that the said project came to be registered with MahaRERA only on 09-08-2024 and the date of completion disclosed on the MahaRERA website is 31-12-2031. The said date is yet to get over. Hence, in the absence of any agreed date of possession and considering the disclosed completion date of the registered project, it cannot be said at this stage that there is any delay in handing over possession so as to apply the provisions of Section 18 of the RERA.
18. In view of the above, MahaRERA is therefore of the considered view that the complainant has failed to show any violation of Section 18 of the RERA by the respondents. Hence, the relief of refund along with interest under Section 18 of the RERA cannot be granted in the present complaint.
19. Further, the complainant has also not pleaded any case of false representation, misleading advertisement or incorrect information so as to invoke the provisions of Section 12 of the RERA. Hence, in the absence of specific pleadings and proofs regarding violation of Section 12 of the RERA, the complainant is not entitled to refund along with interest under the said provision as well.

20. However, the record clearly shows that substantial amounts have been received by respondent no. 2 from the complainant towards provisional booking of the said flat. The complainant has consistently sought refund of the said amounts after the respondent no. 2 failed to honour the earlier reservation. At the same time, the complainant admittedly did not enter into any registered agreement for sale and the transaction remained at a pre-agreement / provisional booking stage.
21. In this regard, MahaRERA is of the considered view that the issue relating to refund of booking amount before signing of any agreement for sale is required to be governed by MahaRERA Order No. 60 of 2024 dated 03-09-2024 read with MahaRERA Order No. 35 of 2022 dated 12-08-2022. As per the said orders, in cases of cancellation at pre-agreement for sale stage, the promoter is entitled to forfeit a certain % of amount towards administrative and processing charges.
22. Considering the facts of the present case, particularly that the transaction between the complainant and the respondent no. 2 remained at a provisional booking stage and no agreement for sale was executed, MahaRERA deems it appropriate to permit forfeiture of 2% of the total consideration amount in accordance with MahaRERA Order No. 60 of 2024 dated 03-09-2024. Needless to state here that since the said project is registered with MahaRERA, the said MahaRERA Order can be made applicable to this case, although the said booking was done way back in the year 2015.
23. In view of the above, the following order is passed. .
- a) The present complaint is partly allowed.
 - b) The claim of the complainants for interest and compensation stands being rejected.
 - c) The respondent no.2 is directed to refund the amount paid by the complainants towards booking of the said flats, after deducting 2% of the total consideration amount of the said flats (excluding statutory dues/brokerage, if any), in accordance with MahaRERA Order No. 60 of 2024 dated 03-09-2024 read with MahaRERA Order No. 35 of 2022 dated 12-08-2022, within a period of 30 days from the date of this order.
 - d) In case of failure on the part of respondent no. 2 to refund the said amount within

the stipulated period of 45 days, respondent no. 1 shall be liable to refund the said amount within a further period of 30 days.

24. With the aforesaid directions, the present complaint stands disposed of.

MAHESH Digitally signed
by MAHESH
DINKAR DINKAR PATHAK
PATHAK Date: 2026.05.18
11:49:38 +05'30'


(Mahesh Pathak)

Member - 1/MahaRERA

