

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

Hearing held through hybrid mode

1. COMPLAINT NO.: CC12600687

GANGA DNYANESH PATIL

...COMPLAINANT

a/w

2. COMPLAINT NO.: CC12600727

DNYANESH SATISH PATIL

...COMPLAINANT

VS

SHANTPRABHA CO-OPERATIVE HOUSING SOCIETY LIMITED

...RESPONDENT

MAHARERA PROJECT REGISTRATION NO. P51800052544

Order

July 23rd, 2026

(Date of hearing 08.07.2026- Matters were reserved for orders)

Coram: Manoj Saunik, Chairperson, MahaRERA

Advocate Disha Shah present for the complainant

Advocate Dipesh Siroya present for the respondent.

1. The complainants are purported allottees within the meaning of Section 2(d) of the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as the "Act") of the Real Estate Regulatory Authority (hereinafter referred to as the "RERA"). The respondent is the promoter/developer within the meaning of Section 2 (zk) of the said Act and is registered as the promoter of the project namely "SHANTPRABHA CO OPERATIVE HOUSING SOCIETY LIMITED" under section 5 of the said Act bearing MAHARERA project registration no. P51800052544 (hereinafter referred to as the "project").
2. On the MahaRERA project registration webpage, the proposed completion date (PDC) of the project is mentioned as 30.06.2027. The occupancy certificate (OC) is not on record.
3. The complainants are seeking the following reliefs, which are reproduced herein:

SR. NO.	COMPLAINT NO.	RELIEFS SOUGHT
1.	CC12600687	<i>"a) Proceed with execution of the agreement in my favour strictly as per the agreed terms and documents already issued. or b) Immediately stay and restrain any sale, allotment, or third-party agreement in respect of Flat No. 1903"</i> <u>As per submissions:</u> <i>"(a) Hold that the Applicant is an "allottee" within the meaning of Section 2(d) of the RERA Act, 2016 in respect of Flat No. 1903; (b) Hold that the Respondent's unilateral escalation of price per sq. ft. is unlawful and cannot found a valid cancellation of Flat No. 1903; (c) Direct the Respondent to allot Flat No. 1903 to the Applicant at the originally agreed rate of Rs. 24,300 per sq. ft., and to hand over peaceful and vacant possession of the said flat to the Applicant; (d) Confirm and continue, until compliance with prayer (c) above, the interim protection already granted restraining the Respondent from creating any third-party rights in Flat No. 1903; (e) Pass such further and other orders as this Hon'ble Authority may deem fit and proper in the interest of justice."</i>
2.	CC12600727	<i>"1. Pass appropriate orders to safeguard the allotment and housing rights of the complainant in respect of Flat Nos. 1801 and 1904 2. Direct the Chairman/Promoter/Society to immediately execute and register Permanent Alternate Accommodation Agreements (PAAA) with strictly as per original agreed terms as per Earmarking Letter dated 26-March-2023.</i> <i>1) Declare the action of taking possession and demolishing the building without execution of PAAA as improper and unlawful. 2) Restrain the promoter from creating third-party rights in respect of our allotted flats i.e. 1801 & 1904, and handover the original agreed flats to us as per the Earmarking Letter dated 26-March-2023.</i> <i>1) Pass appropriate orders to safeguard the allotment and housing rights of the complainant in respect of Flat Nos. 1801 and 1904 as per the original agreed terms laid in Earmarking Letter dated 26-March-2023. Execute the PAAA in our names at the earliest.</i> <i>Restrain the promoter from creating third-party rights in respect of our allotted flats i.e. 1801 & 1904 and execute the PAAA immediately in our names to safeguard our interest as per the Original agreed terms laid in Earmarking Letter dated 26-March-2023.</i> <i>Pass any other reliefs deemed fit in the interest of justice. Impose penalty and/or interest as deemed fit for non-compliance and delay if required."</i>

4. The complaints were heard by this Authority on 08.07.2026 (listed therein at Sr. Nos. 84 and 85) wherein the following roznama was recorded:

"Heard both the parties. The parties are at liberty to file their written notes of arguments by 12.07.2026. The matters are reserved for orders from 13.07.2026."

5. The brief facts in the complaints are as follows:

SR. NO.	COMPLAINT NOS. / DATE OF FILING	FLAT NO.	DATE OF AL ¹ / BOOKING FORM	TOTAL CONSIDERATION (INR)	RELIEFS SOUGHT
1.	CC12600687 06.02.2026	1903	12.04.2024 (Booking Form)	1,30,99,515 (as per cost sheet)	As per para no.3
2.	CC12600727 08.02.2026	1801	26.03.2023 (AL) (Rehab)	Rehab flats with additional area in flat no. 1904	
		1904			

6. The submissions of the complainants are as follows:

¹ AL- Allotment letter

SR. NO.	SUBMISSIONS OF THE COMPLAINANT
1.	a. The complainant submitted that the respondent society undertook self-redevelopment of its buildings and allotted Flat No. 1903, admeasuring 465 sq. ft., to her pursuant to the option extended to members for booking additional flats. She submitted that she had submitted the Booking Form dated 12.04.2024 and paid an aggregate amount of Rs. 10,00,000/- from her own bank account. She relied upon the respondent's email dated 03.04.2024 and the cost sheet issued in her name to contend that the flat was allotted to her at the agreed rate of Rs. 24,300 per sq. ft. b. The complainant submitted that the respondent had subsequently sought to treat the allotment as open for reassignment and, by notice dated 11.03.2026 and letters dated 22.03.2026, demanded payment at an increased rate of Rs. 31,500 per sq. ft., along with additional parking charges, failing which the allotment would be cancelled. She submitted that the respondent thereafter issued a termination letter dated 18.04.2026 and purported to cancel the allotment with an intention to sell the flat to a third party. c. The complainant submitted that she is an "allottee" within the meaning of Section 2(d) of the Act, notwithstanding that no formal agreement for sale was executed. She contended that the respondent, having allotted the flat, accepted payments and issued a cost sheet in her name, could not rely upon its own failure to execute an agreement for sale to deny her status and rights as an allottee. d. The complainant submitted that the respondent's unilateral escalation of the agreed rate from Rs. 24,300 per sq. ft. to Rs. 31,000-Rs. 31,500 per sq. ft. was unlawful and that the respondent could not cancel the allotment for non-payment of a price unilaterally imposed by it. She further submitted that the cancellation clause relied upon by the respondent was one-sided and could not be enforced against her. e. The complainant submitted that the respondent's reliance on Section 11(5) of the Act to terminate the allotment was misconceived, as Section 11 merely sets out the functions and duties of the promoter and does not confer any power of unilateral termination. She further submitted that the respondent, being the registered promoter of MahaRERA Project Registration No. P51800052544, could not avoid the jurisdiction of the Authority by relying upon its status as a co-operative society. f. The complainant submitted that she was ready and willing to pay the balance consideration at the originally agreed rate and prayed that the respondent be directed to allot Flat No. 1903 to her at the rate of Rs. 24,300 per sq. ft. and hand over peaceful and vacant possession thereof. She further sought continuation of the interim protection restraining the respondent from creating any third-party rights in the said flat.
2.	a. The complainants submitted that the respondent society undertook self-redevelopment and, pursuant to the redevelopment of their Old Flat No. A-07, allotted Flat No. 1801 to Mr. Mandar Prakash Patil and Flat No. 1904 to Mr. Dnyanesh Satish Patil vide Allotment/Earmarking Letter dated 26.03.2023. They submitted that the base area of both flats formed part of their free redevelopment entitlement, while the additional area of 171.37 sq. ft. in Flat No. 1904 was agreed at the rate of Rs. 24,300 per sq. ft. b. The complainants submitted that the respondent failed to execute the Permanent Alternate Accommodation Agreement despite preparation of the draft agreement and, after receiving the commencement certificate for the relevant higher floors towards the end of 2025, sought to revise the agreed rate for the additional area of Flat No. 1904 to Rs. 31,000 per sq. ft. They further submitted that the respondent, for the first time, sought to impose a price on Flat No. 1801, although no price had ever been fixed or demanded for the said flat.

	c. The complainants submitted that the respondent threatened cancellation of the allotments by notice dated 11.03.2026 and letter 22.03.2026 and, thereafter, purported to cancel both allotments vide termination letter dated 18.04.2026. d. The complainants submitted that they are allottees within the meaning of Section 2(d) of the Act, notwithstanding the non-execution of the Permanent Alternate Accommodation Agreement. They contended that the respondent could not take advantage of its own failure to execute the agreement to deny their status and rights as allottees. e. The complainants submitted that the respondent's unilateral revision of the agreed rate for the additional area of Flat No. 1904 and its attempt to impose a price on Flat No. 1801 were unlawful. They further submitted that the cancellation clause relied upon by the respondent was one-sided and that Section 11 of the Act did not confer any power of unilateral termination. f. The complainants submitted that the respondent, being the registered promoter of MahaRERA Project Registration No. P51800052544, could not avoid the jurisdiction of the Authority by relying upon its status as a co-operative society. They further submitted that the rights of the complainants as allottees could not be affected by the fact that Mr. Dnyanesh Satish Patil was an office bearer of the respondent society. g. The complainants submitted that they were ready and willing to pay the balance consideration for the additional area of Flat No. 1904 at the agreed rate of Rs. 24,300 per sq. ft. Accordingly, they prayed that the respondent be directed to hand over Flat No. 1801 without any price and allot the additional area of Flat No. 1904 at the rate of Rs. 24,300 per sq. ft., along with peaceful and vacant possession of both flats.
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7. The submissions of the respondent in complaints at Sr. Nos. 1 and 2 are as follows:
- The respondent-promoter submitted that the complaint is not maintainable as the complainant is not an "allottee" under Section 2(d) of the Act, there being no final allotment, agreement for sale or payment of consideration in respect of any unit.
 - The respondent-promoter submitted that the letter dated 26.03.2023 and the purchase/intention forms were only provisional and indicative and did not constitute a final or binding allotment. It further submitted that the complainant, being a former office bearer of the society, was aware of the procedure for execution of the requisite documents but failed to pursue the same.
 - The respondent-promoter submitted that, in the Special General Meeting held on 28.01.2026, the complainant was offered the option to purchase the concerned flats at the prevailing market rate of approximately Rs. 31,000 per sq. ft. or to accept two regular flats from the available inventory. The complainant, despite being present and being granted time to comply with the applicable payment requirements, failed to make the requisite payment.
 - The respondent-promoter submitted that the complainant's claim/allotment was accordingly cancelled in accordance with the applicable terms and conditions,

- which permitted cancellation for failure to execute the agreement and comply with the payment obligations. It further submitted that the complainant, having breached the terms governing the proposed allotment, was not entitled to any relief.
- e. The respondent-promoter submitted that the dispute essentially concerned the internal administration and management of the co-operative housing society and, therefore, fell outside the jurisdiction of the Authority. Accordingly, it prayed for dismissal of the complaint.
8. From the above facts and the submissions, the issue that needs to be considered is *whether the complainants at Sr. Nos. 1 and 2 are entitled to seek any reliefs under the Act?*
9. Before determining the issue at para. No. 8, the following observations are noteworthy:
- A. It is observed that, vide interim order dated 20.05.2026, the respondent-promoter was restrained from creating any third-party rights in respect of the three flats in dispute. As the matter has now been concluded and reserved for orders, the said interim order is vacated.
- B. It is further observed that, by the said interim order, the complainant at Sr. No. 2, who had filed a single complaint in respect of two flats, was directed to deposit Rs. 5,000/- with the Authority towards the court fee for the additional unit in dispute. The complainant has complied with the said direction and deposited the amount on 25.05.2026, as reflected on the portal.
10. Upon considering the pleadings, submissions and documents on record, it is not in dispute that Flat Nos. 1801 and 1904 were allotted to complainants at Sr. no. 2 in lieu of existing Flat No. A-07 under the redevelopment project. The allotment letter dated 26.03.2023, signed by the authorised representatives of the respondent-promoter and not disputed by either party, records that the additional area in Flat No. 1904 was subject to additional payment. The complainant at Sr. no. 2 filed the present complaint on 08.02.2026 seeking, inter alia, execution of the Permanent Alternate Accommodation Agreement (PAAA). Thereafter, the respondent-promoter raised a demand for payment towards the additional area vide letter dated 22.03.2026 and

subsequently issued the cancellation and termination letter dated 18.04.2026 for non-payment. Both these events took place before the interim order dated 20.05.2026. The dispute between the parties is essentially regarding the rate per sq. ft. and the total amount payable for the additional area in Flat No. 1904. Consequently, the core of the dispute fundamentally arises out of a disagreement regarding the valuation, pricing, and terms of the redevelopment arrangement and the execution of the PAAA. The regulatory jurisdiction of this Authority is strictly tied to a specific, demonstrated breach of the statutory obligations cast upon a promoter under the provisions of the Act. In the present case, the complainant has failed to establish any such specific statutory violation by the respondent-promoter, nor has it been shown how a prayer for the specific performance of a redevelopment agreement falls within the remedies provided under the Act. A dispute limited to a pricing deadlock and the execution of a PAAA lacks the necessary statutory character to invoke the jurisdiction of this Authority. Such grievances and claims for specific performance fall strictly within the exclusive domain of a competent civil court. Accordingly, the issue at **para no. 8** is answered in the **negative** for **complainant at Sr. no. 2**, and the **complaint at Sr. No. 2 is dismissed as non-maintainable** before this Authority.

11. With respect to the complaint at Sr. No. 1, the Authority has perused the pleadings and documents placed on record. The booking form dated 12.04.2024 bears the signatures of the complainant but does not bear the signature of the respondent-promoter or its authorised signatories. This is in contrast to the allotment letter issued in respect of the complaint at Sr. No. 2 herein, which is duly executed by the authorised representatives of the respondent-promoter. The booking form records a booking amount of Rs. 7,50,000/-; however, the complainant has not placed on record any receipt or other primary evidence issued by the respondent-promoter acknowledging receipt of the said amount towards Flat No. 1903. Further, the booking form does not specify the total consideration payable for the said flat. The amount relied upon by the complainant is reflected only in the cost sheet. The complainant has also uploaded loan offer letter dated 18.12.2025 issued by HDFC Bank showing sanction of a home loan of Rs. 1,30,00,000/- in her favour. However, no document evidencing disbursement of the said loan amount to the respondent-

promoter towards Flat No. 1903 has been placed on record. Thus, the sanction of the loan, by itself, does not establish payment of consideration towards the said flat.

12. It is further observed that, during the pendency of the complaint and prior to the interim order dated 20.05.2026, the respondent-promoter issued the cancellation letter dated 18.04.2026, whereby it specifically disputed the alleged booking of Flat No. 1903 and denied that the same had been authorised or acknowledged by the office bearers of the respondent society. The respondent-promoter has also disputed the transaction as being without the consent of the society and has alleged that the same was fraudulent and mala fide.
13. The complainant at Sr. No. 1 has sought execution of the agreement for sale and handover of possession of Flat No. 1903. However, the very existence and validity of the alleged booking, as well as the alleged payment of Rs. 7,50,000/-, are disputed by the respondent-promoter. The alleged sanction of the home loan also does not establish that any amount was actually disbursed towards the said flat. Further, the complainant's submission that an aggregate amount of Rs. 10,00,000 was paid from her bank account is not supported by any bank statement, receipt, or other documentary evidence establishing that the said amount was paid to the respondent-promoter towards the said flat. In the absence of clear and cogent material establishing a concluded allotment in favour of the complainant and the acceptance of consideration by the respondent-promoter towards the said unit, the foundational relationship of promoter and allottee, on which the reliefs sought under the Act are premised, has not been established.
14. The Authority, in exercise of its jurisdiction under the Act, cannot grant the reliefs sought on the basis of a disputed and unestablished allotment, particularly when the existence and validity of the underlying transaction itself are disputed. The complainant, being the party asserting the existence of an allotment and seeking enforcement of rights arising therefrom, was required to first establish the foundational facts on which her claim rests. The burden of proof was upon the complainant to establish, by clear and cogent evidence, the existence of a valid

allotment of Flat No. 1903 in her favour and the payment and acceptance of consideration towards the said flat. In the present case, the complainant has failed to discharge this initial burden. The complainant has, therefore, failed to establish any violation of the provisions of the Act by the respondent-promoter. Consequently, the reliefs sought for execution of the agreement for sale and handover of possession cannot be granted. Accordingly, the issue at **Para No. 8** is answered in the **negative** in respect of the complainant at Sr. No. 1, and the **complaint at Sr. No. 1 is dismissed** on the ground that the complainant has failed to establish a valid allotment of Flat No. 1903 in her favour and, consequently, any violation of the provisions of the Act.

15. It is clarified that the Authority has considered the documents and submissions placed on record only for the purpose of determining the limited issues arising in the present complaints. The questions relating to the reassignment of the alleged allotments, the validity and effect of the resolutions passed in the Special General Meetings, including the meeting dated 28.01.2026, and the internal decisions of the respondent society concerning the allotment of flats are matters arising from the internal administration. The Authority has not adjudicated upon the validity of such internal resolutions or the alleged reassignment of the flats, as the same do not fall within the jurisdiction of the Authority under the Act. The findings recorded herein are confined to the reliefs sought in the present complaints.

FINAL ORDER

16. Therefore, after considering the aforementioned observations and provisions of the Act, the materials placed on record, the facts of the case and submissions made by the parties, the Authority passes the following order:
- A. The **complaint at Sr. Nos. 1 and 2** are dismissed for the reasons as stated hereinabove.
 - B. The interim order dated 20.05.2026, whereby the respondent-promoter was restrained from creating any third-party rights in respect of the flats in dispute, is vacated.
 - C. No order as to costs.

MANOJ SAUNIK Digitally signed by
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Manoj Saunik
Chairperson, MahaRERA