

Complaint No. CC12502725

1. Girish Shrikant Lad
2. Tarang Girish Lad

... Complainants

Versus

Ashwamedh Spaces Private Limited

... Respondent

MahaRERA Project Registration No. P52100045880

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

Amit Ghorpade [Representative] appeared for the complainants.

Ld. Adv. Dhawal Vidawns appeared for the respondent.

FINAL ORDER

(Order Pronounced on Monday, 5th January 2026)

(Matter reserved for orders on 06-10-2025)

(Hearing Through Hybrid Mode)

1. The complainants above named have filed this online complaint before the MahaRERA on 04-08-2025 mainly seeking directions from the MahaRERA, to direct respondent to restore and allot to the complainant the flat(s) later re-allotted, namely Flats Nos. 1102 and 1103 in the redeveloped project, or Flat Nos. 1102 and 1202; declare the sale of Flat No. 1103 in favour of Mr. Vaibhav Sanjay Kathawate as null and void; confirm the current status of the flats allotted/re-allotted to the complainant; restrain the respondents from creating any third-party interests in flat nos. 1102, 1103 and 1202; compensation and interest; impose penalty on respondent, as prescribed under the provisions of the Real Estate (Regulation & Development) Act, 2016 (hereinafter referred to as 'RERA') in respect of booking of their flats (hereinafter referred to as "the said flat") in the respondent's registered project known as "RATNAPRABHA" bearing MahaRERA registration No. P52100045880 located at Plot no 67 CTS 850, Taluka Haveli, Dist. Pune (hereinafter referred to as the 'said project').
2. This complaint was heard by MahaRERA on several occasions and the same was heard finally on 06-10-2025 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, both the parties appeared as per their appearances

recorded in the Roznamas and made their respective submissions. The MahaRERA heard the submissions of both the parties as per their appearances and also perused the available record.

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

i) On 25-08-2025 :

"First Hearing Matter"

"Both parties are present. At the outset, the respondent has raised the issue of maintainability of this complaint by filing a reply on 11-08-2025. Therefore, the complainant may file a rejoinder to the said reply within a period of three weeks i.e. by 15-09-2025 along with written submissions. The respondent may file its written submissions within a further period of two weeks i.e. by 29-09-2025. The matter is adjourned to 06-10-2025 for final arguments on the issue of maintainability of this complaint since the flat seems to be part of the redevelopment component which is not under RERA vide Section 32C of the RERA."

ii) On 06-10-2025:

"First Hearing Matter"

Both the parties are present. The respondent has already filed its reply to the complaint and the complainants have filed a rejoinder on the issue of maintainability of this complaint. The respondent has primarily contended that the complainants are part of the rehab component in this redevelopment project and, therefore, the present complaint is not maintainable. However, the complainants refute this contention of the respondent contending that they have purchased an extra area in the project. Moreover, the respondent has already sold the said flat to a third party, who has also been made party in this complaint (Mr. Vaibhav Kathavate) Therefore, both parties may file their written submissions within a period of two weeks i.e. by 20-10-2025. The complainants in the hearing have contended that they wish to appoint a legal representative. However, the respondent has objected to the said request as per section 56 of the RERA since there is already an authorized representative. Be that as it may, since the matter was kept for final argument today, the matter is accordingly reserved order on the issue of maintainability of this complaint suitably after 20-10-2025 based on the arguments in the hearing as well as the reply, rejoinder and written submissions filed in the complaint. Future course of action would be decided in this complaint once such an order is issued."

4. Pursuant to directions in the aforesaid hearing, the complainants have filed their written

arguments on 19-10-2025 and the respondent has filed its written arguments on 20-10-2025. The same have been accepted and taken on record. Hence, the MahaRERA has perused the available record.

5. It is the case of the complainants that the Respondent is a developer entrusted with the redevelopment of Ratnaprabha Co-operative Housing Society. They were the lawful owners and occupants of Flat No. B-2 in the said Society, situated on the project plot. During the years 2020-2021, the Society was taken up for redevelopment by Respondent No. 1 through its Directors, Respondent Nos. 2 and 3. On 13-01-2021, the Complainants, along with other Society members, entered into a Memorandum of Understanding (MoU) with Respondent No. 1 for redevelopment of the project. Thereafter, an individual MoU dated 17-01-2021 was executed between the Complainants and the Respondents, whereby the Complainants were assured allotment of a new flat admeasuring 1,456 sq. ft. built-up area in lieu of their existing flat. Subsequently, due to design constraints communicated by the Respondents, it was mutually agreed that the Complainants would be allotted **two flats bearing Nos. 1202 (12-D) and 1102 (11-D)** along with **two parking spaces**, for which the Complainants were required to purchase an additional **280 sq. ft. area for Rs. 32,00,000/-**. As per the oral arrangement, monthly rent of **Rs. 28,960/-** was to be adjusted against the consideration payable, and the balance amount was to be paid at the time of possession. It is pertinent that possession of the said flats has not been handed over till date due to non-completion of the project. Relying on the representations made by the Respondents, the Complainants handed over possession of their existing flat **B-2** and relocated to a rented premises on **15-01-2021**, bearing the rental expenses from their own resources. Till the filing of the complaint, the Complainants have not claimed rent and the Respondents have not paid the agreed rent. Thereafter, there was no communication from the Respondents. Suddenly, by letter dated **26-08-2024**, the Respondents alleged that the Complainants had failed to pay the balance amount towards the additional area of **280 sq. ft.**, thereby breaching the agreement. The said letter also referred to an email dated **23-11-2023**, wherein Respondent No. 2 demanded payment after completion of the second slab and further **re-allotted Flats Nos. 1102 and 1103** in place of the originally agreed Flats Nos. **1102 and 1202**. Through such re-allotment, the additional area was reduced from **280 sq. ft. to 109 sq. ft.**, and the outstanding amount was revised to **Rs. 3,47,027/-**, payable at the time of possession. The Complainants objected to the revised allotment vide letter dated **30-09-2024**, sent through their representative as they were abroad, seeking relevant documents within **15 days**. However, no response was received. After returning to India, the Complainants attempted to contact the Respondents and requested meetings through

WhatsApp messages dated **11-09-2024** and **26-10-2024**, which also went unanswered. Thereafter, a legal communication dated **23-11-2024** was issued denying the allegations made in the Respondents' letter dated **26-08-2024**. Suspecting further irregularities, the Complainants approached the office of the Assistant Registrar and obtained records relating to Flats Nos. **1202, 1102 and 1103**, wherein it was discovered that **Flat No. 1103**, which was purportedly re-allotted to the Complainants, had been unlawfully sold to **Mr. Vaibhav Sanjay Kathawate** on **28-12-2024** for a consideration of **Rs. 95,00,000/-**. Certified copies of the Agreement for Sale and project records were obtained from the Sub-Registrar's office. Owing to these illegal acts, the Complainants are left uncertain about the status of their residential entitlement. Consequently, the present complaint has been filed seeking restoration and allotment of the flats, declaration of sale of Flat No. 1103 as null and void, restraint on creation of third-party rights, compensation, interest, and imposition of penalty under **Section 61 of RERA**.

6. The Respondent filed its say on maintainability on **11-08-2025**, stating that the documents relied upon by the Complainants are the Development Agreement and Power of Attorney executed by the Complainants as members of the Society. It was submitted that the Complainants, being members of the Society, are promoters under the Act and are not entitled to seek relief under RERA. It was further submitted that the complaint suffers from non-joinder of necessary parties, namely the Society and the third-party purchaser, and that Clause 44 of the Development Agreement mandates arbitration. Hence, dismissal of the complaint was sought.
7. The Respondent filed its reply on **11-08-2025**, reiterating the maintainability objections and alleging that the Complainants had made fraudulent representations regarding the area of their flat and garden. It was submitted that upon verification of sanctioned plans and conveyance deed, the Complainants' area was found to be substantially lesser than claimed. The Respondent further submitted that an offer dated **23-11-2023** for immediate payment of **Rs. 32,70,000/-** was not accepted by the Complainants, rendering it null and void. It was contended that the Complainants are entitled only to Flat No. **1102** under the Development Agreement and any additional flat would require payment of further consideration along with penal interest. Dismissal of the complaint with exemplary costs was prayed.
8. The Complainants filed written arguments on **19-10-2025**, stating that the Respondents have unlawfully sold Flat No. **1103** to a third party despite prior allotment. It was submitted that the project is a registered redevelopment project under RERA and involves

sale of multiple flats to third parties, as evidenced by advertisements and the sale to Mr. Kathawate. The Complainants denied the applicability of the judgment relied upon by the Respondents and prayed for rejection of the Respondents' objections.

9. The Respondent filed written arguments on 20-10-2025, stating that the complaint is not maintainable and hence the question of conciliation does not arise. It was further submitted that the Complainants have approached the police authorities and are indulging in forum shopping. The Respondent has reiterated its earlier submissions and prayed for dismissal of the complaint
10. The MahaRERA has examined the rival submissions made by both parties and also perused the available record. The complainants claiming to be the allottees of the said project registered by the respondent, by filing this complaint under Section 31 of the RERA, have approached the MahaRERA mainly seeking following reliefs under the provisions of the RERA:-
- "a. Direct the Respondents to restore and allot to the Complainant the flat(s) later re-allotted, namely Flats 1102 and 1103 in the redeveloped project, or Flat Nos. 1102 and 1202 as agreed by the Respondents at the time of the signing of the Agreement, b. Declare the sale of Flat No. 1103 in favour of Mr. Vaibhav Sanjay Kathawate as null and void till the issue in hand is resolved, being in contravention of the Complainant's rights ensued vide Redevelopment Agreement, and award compensation to the Complainant for mental pain and agony, c. Calling upon the Respondents to confirm the current status of the flats allotted/re-allotted to the Complainant, d. Pass any appropriate orders restraining the Respondents from creating any third-party interests in flat Nos. 1102, 1103 and 1202 till resolution of the current dispute, e. Direct the Respondents to pay compensation of ₹2,00,00,000/- for mental pain and agony, financial loss, and illegal enrichment caused to the Respondents, f. Direct the Respondents to pay interest on the amount paid or value of the promised unit under Section 18(1)(a) from the due date of possession till date of actual handover or refund, g. Impose penalty upon the Respondents under Section 61 of the Act for violation of provisions of the RERA Act and Rules made thereunder, h. Grant such other and further reliefs as this Hon'ble Authority may deem fit and proper in the interest of justice. h) Direct the Respondents to pay interest on the amount paid or value of the promised unit under Section 18(1)(a) from the due date of possession till date of actual handover or refund etc.*
11. The complainants have contended that they are the original members of Ratnaprabha Co-operative Housing Society, handed over their existing flat for redevelopment to the respondent based on assurances of allotment of new flats with additional area upon payment. However, despite repeated objections and requests for documents and meetings, the respondents unilaterally altered the agreed allotment, alleged breach, and ultimately sold one of the re-allotted flats to a third party without consent. Further the respondents' continued non-communication and actions have left them uncertain about their residential

entitlement, compelling them to approach MahaRERA alleging breach of agreement, fraud, and violation of RERA provisions by the respondent.

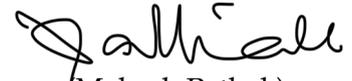
12. The respondent on the other hand has assailed the aforesaid claims of the complainants mainly raising the issue of maintainability of this complaint on the ground that the complainants are part of the rehabilitation component of the said redevelopment project, which falls outside the purview of RERA. It has also contended that merely purchasing or claiming additional area does not alter the complainants' status as rehabilitation allottees. The respondent further objected to the complainants' request to appoint a legal representative, invoking Section 56 of the RERA on the ground that the complainants are already represented by an authorised representative. On these grounds, the respondent prayed that the complaint be held not maintainable and dismissed at the outset.
13. In view of the above, before dealing with the facts of this complaint on merits, the MahaRERA needs to adjudicate the said core issue of maintainability of this complaint raised by the respondent being a preliminary issue.
14. Both the parties have submitted their respective written submissions on the said issue of maintainability of this complaint as directed by the MahaRERA.
15. Be that as it may, on bare perusal of the submissions made by both parties on the said issue of maintainability of this complaint raised by the respondent, following observations are noteworthy:-
 - a) The respondent has mainly contended that in the present case, the main dispute arises out of a redevelopment project in which the complainants have participated as original members of Ratnaprabha Co-operative Housing Society and not as independent "allottees" under a registered agreement for sale.
 - b) The complainants, on the other hand, have refuted the said contention of the respondent by mainly submitting that the respondent has unlawfully sold Flat No. 1103 to a third party despite prior allotment to them. It is further contended that the project is a registered redevelopment project under RERA involving sale of flats to third parties and, therefore, the present complaint falls within the ambit of RERA and the MahaRERA therefore has jurisdiction to decide the complaint on merits. The complainants have also disputed the applicability of the judgments relied upon by the respondent and have sought rejection of the respondent's objections on maintainability.
 - c) Be that as it may, in the present case, admittedly, the complainants are the members of

the said Society and have participated in the redevelopment project on the basis of Memoranda of Understanding and the development agreement dated 02-02-2022 executed with the respondent. By virtue of the said development agreement dated 2-02-2022, the complainants are entitled to a new flat in the rehabilitation component of the said project under the said development agreement and not under any registered agreement for sale executed between the parties specifying a definite sale consideration and date of possession, as contemplated under Section 2(d) of the RERA. In other words, the complainants have not paid any sale consideration for allotment of the said flat so as to qualify as the "allottees" under the RERA.

- d) In this regard, it is well-settled that the rehabilitation component of redevelopment projects does not fall within the scope of RERA in terms of Section 3(2)(c) of the RERA. Further, the MahaRERA has consistently held that it has no jurisdiction to entertain complaints relating to redevelopment projects where the dispute pertains to the rights of original members or tenants arising out of Development Agreements. Similarly, the Hon'ble Maharashtra Real Estate Appellate Tribunal has recognized that the rehabilitation component of redevelopment projects is exempt from mandatory registration and falls outside the statutory framework of RERA where there is no marketing, advertisement, or sale to independent third-party allottees. Moreso, in this case, admittedly, the complainants have not placed on record any cogent documentary evidence to show that they have purchased any additional area in the said project by paying consideration to the respondent. Hence, in the absence of any such sale, the complainants cannot be treated as "allottees" of the said area under RERA.
- e) However, without prejudice to the above, even assuming that the complaint is maintainable under RERA and is required to be decided on merits, the MahaRERA has also noticed that the reliefs sought by the complainants, such as declaration of the sale of Flat No. 1103 as null and void, restoration and allotment of flats, and restraint on creation of third-party rights, involve adjudication of civil rights, title disputes, and complex contractual issues. Such disputes cannot be adjudicated in the summary proceedings contemplated under RERA, particularly when necessary parties, including the housing society and the third-party purchaser, have not been properly impleaded. On this ground also, the present complaint is not maintainable.

16. In view of these observations, the MahaRERA finds substance in the issue of maintainability raised by the respondent and accordingly, the MahaRERA has held that the present complaint does not disclose a cause of action maintainable under the provisions of RERA.

17. Consequently, the present complaint stands dismissed being not maintainable. However, the complainants are at liberty to pursue their remedies against the respondent before the appropriate forum in accordance with law if they so desire.


(Mahesh Pathak)

Member - 1/MahaRERA

