

**BEFORE THE MAHARASHTRA REAL ESTATE REGULATORY AUTHORITY,  
MUMBAI**  
Complaint No.CC006000000055575

- 1) Peter Almeida  
2) Tangerine Almeida

.... Complainants

**Versus**

- 1.M/s. Shubh Enterprises  
2. Uday Surve  
3. Govind Somani  
4. Rajendra Shah  
5.SamudraDarshan CHS  
6.SamudraDarshanGruhpravesh LLP  
7. Catalyst Trusteeship Limited  
8. ECL Finance Limited  
Project Registration No. P51800014518

.... Respondents

**Coram: Hon'ble Dr. Vijay Satbir Singh, Member – 1/MahaRERA**

Adv. Sushant Chavan a/w Adv. Sumeet Singh and  
Mrs. Vidhya Shetty appeared for the complainants.

None appeared for the respondent Nos. 1 to 4.

Adv. Arun Panickar appeared for the respondent No. 5 Society.  
Adv. Nilesh Gala appeared for the respondent No. 6 Promoter.  
None appeared for the respondent No. 7 and 8.

**ORDER**

(5<sup>th</sup> November, 2019)

1. The complainants have filed this complaint seeking directions from the MahaRERA, to the respondent No 6 to allot the complainants a flat in the present project registered with MahaRERA. Further, the respondent No. 1 or the respondent No. 6 be directed to execute an agreement for sale with the

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complainants under section- 13 of the Real Estate (Regulation & Development) Act, 2016 (hereinafter referred to as "RERA") in accordance with the allotment letter dated 11-06-2011, or alternatively refund them the amount paid to the respondents, with respect to the booking of the flat bearing No. 1103 admeasuring 1075 sq. ft. in wing "C" on the 11<sup>th</sup> floor in the respondents' project known as "Platinum Life" situated at Andheri (West), bearing MahaRERA registration No. P51800014518.

2. This matter was heard on several occasions and the same was heard finally on 23<sup>rd</sup> July 2019. During the hearings, the complainants, and the respondent No. 5 and 6 appeared through their respective advocates and made their submissions on record. However, none appeared for the respondent No. 1 to 4 and 7 and 8. During the hearings, the respondent No. 5 and 6 have filed application for deciding preliminary issue of the maintainability of this complaint on the ground mentioned therein.
3. It is the case of the complainants that, the respondent No. 5-Society is the owner of the land and assigned development rights of re-development of its land to respondent No.1 by executing Development Agreement dated 8/7/2005 and power of attorney dated 16/8/2005 for rehabilitation of its 132 members. On the basis of the said documents, the respondents had submitted proposal and obtained IOD from the competent authority namely, MCGM on 16/2/2006.
4. Thereafter, MHADA had issued an offer letter to the respondent No.5-Society for allotment of additional buildable area on payment of 14,11,77,030/- vide letter dated 11/3/2011. The respondent No.1 has started the construction work on site as well as the sale In the year 2011. Accordingly, the complainants booked the flat with the respondent for a total consideration amount of Rs. 64,50,000/-. The respondent No. 1 issued the allotment letter dated 11/6/2011 for the said booking. The complainants paid earnest amount of Rs. 6,17,550/-

The same amount paid by the complainants was utilised for obtaining various permissions / payment of land premium to MCGM & MHADA. The respondent No. 1 collected about Rs.10,00,00,000/- (Rupees ten crores only) from total 73 allottees at that time.

5. Since there was no progress on construction at site, the complainants approached respondent No.1 and vide letter dated 25/4/2012, the respondent No.1 has assured for completion of the project. However, the respondent No.1 did not start the construction work at site. Thereafter, it was learnt to the complainant that, the respondent No.1 and his partner were arrested by police on the basis of the complaints filed by the flat purchasers. On 14/3/2014, the respondent No.1 issued letter to the respondent No.5- Society showing their inability to complete the said project and requested the respondent No.5-Society to accept the offer of the respondent No.6. Thereafter, respondent No.5-Society terminated the development agreement and appointed respondent No.6 as a new developer for further implementation of the said redevelopment scheme. It shows that, these appointments of respondent No.6 were done on request of the respondent No.1 who had written letter to respondent No.5-Society asking it to appoint respondent No.6 as the new developer. It clearly shows that, this was all the co-ordinated efforts and fraud played by all the respondents herein to cancel the rights of the respondent No.1 and transfer it to respondent No.6.

6. The complainant further stated that, respondent No.6 was fully aware about the third party rights created by the respondent No.1 at the time of taking over of the said project. The respondent No.6 or the respondent No.5-Society issued a public notice before executing the subsequent development agreement dated 21/10/2014. There is a clause written in the said development agreement that, the respondent No. 6 can take the advantage of the money paid by respondent No.1 to obtain various permissions from the building authorities. It is submitted by the complainants that, the money

which was paid to the respondent No.1 by the complainants was utilised by the respondent No.1 to obtain various permissions, which is being utilised by the respondent No.6 now to complete the said project.

7. The complainants therefore stated that, due to this fact, there is a privity of contract between the complainants and respondent No.6 and hence it was liable to execute the registered agreement with the complainants. The complainants further stated that, the allotment letter issued by respondent No.1 in favour of the complainants is binding upon the respondent No.6. Section-4 of the MOFA protects the complainants from lack of registration of an agreement for sale and provides that an agreement can be used as evidence. The complainants further stated that the respondent No.5 could not terminate the registered development agreement without protecting the rights of the existing flat purchasers under MOFA. The complainants have relied upon the various judgements passed by the consumer court and prayed to allow the complaint filed against the respondent No.6.
8. The respondent No.5 has raised preliminary objection on maintainability of the present case on the grounds that, there is no privity of contract between the complainant and the respondent No. 6 and the allotment letter was issued by earlier developer whose rights had been terminated before the commencement of the RERA. The respondents have also disputed the transactions between the complainant and the respondent No. 1. The respondent further stated that, the present complaint is barred by limitation since the respondent No. 5 has terminated the development agreement entered with the respondent No.1 by issuing public notice and all rights & interests of the respondent No.1 were also terminated by the same in the year 2015 itself. The complainants have approached to MahaRERA after lapse of about 4 years and hence claim of the complainants is barred by law. Moreover, the respondents have also argued that, order passed by the Hon'ble High Court in '**Vaidehi Aakash**' case is applicable to the present case

since the termination of the development agreement entered into between the respondent No. 1 and Respondent No. 5-Society was done prior to the commencement of the RERA. Further, there is no privity of contract between the complainant and the respondent No.6-Promoter and hence the respondent requested for dismissal of this complaint.

9. The respondent No. 5 further argued that, as per the development agreement entered into between respondent No. 5 and respondent No. 1 provided that, respondent No. 1 was entitled for the sale if he has rehabilitated the members of the respondent No. 5-Society and admittedly, the respondent No. 1 has not rehabilitated any member of the society and therefore, he has not entitled to seek any sale component and due to this reason, the respondent No. 5-Society terminated the development agreement entered into respondent No. 5-society and Respondent No. 1.
10. The respondent No.6 stated that the complaint filed by the complainants is liable to be dismissed on the preliminary ground that there is privity of contract between the complainant and the respondent No. 6. Further, the complainant No. 1 has not produced any authorisation letter on behalf of the complainant No. 2. Hence, he cannot represent the complainant No. 2 before MahaRERA. The respondent further stated that the respondent No. 1 had been assigned the development rights vide development agreement dated 8-07-2005 by the respondent No. 5 society. As per clause No. 2 of the said agreement the respondent No. 1 was liable to rehabilitate the members of the respondent No. 5 society within time period mentioned in the said development agreement. However, though the development rights were given to the respondent No. 1, till the year 2011 when the complainants have booked the said flat there was no progress on site. Therefore, the respondent No. 5 society has terminated the said development agreement with the respondent No. 5 society and invited tenders from new developer. Thereafter, the appointment of the respondent was done in the special

general body meeting convened on 3-08-2014. Pursuant thereto, a cancellation deed was also executed between the respondent No. 1 and the respondent No. 5 society. Accordingly, by process of tender the respondent No. 6 has been appointed as new developer by inviting applications for dismissal of complaint stating that, they do not have any privity of contract with the complainants.

11. The respondents argued that, the money paid by the complainants to the respondent No. 1 was some sort of financial arrangement and there is no agreement for sale executed between them. They further submitted that, if the complainants have any remedy, then it is only against the respondent Nos. 1 to 4. The respondent No.5 terminated the development agreement of the respondent No.1 in the year 2014 and then vide a transparent tender process, appointed the respondent No. 6 to develop the project. The respondent No. 6 had sent out a public notice on 30<sup>th</sup> April 2015, stating that, they were roped in as the new developers in the said project. The respondent Nos. 5 & 6 further argued that, the complainants did not take any action on the public notice for around 3 years until filing of this complaint in the month of July 2018. Hence, the claim of the complainants is barred by the law of limitation. Hence, they prayed for dismissal of the complaint on the preliminary ground of maintainability with exemplary cost.
12. The MahaRERA has examined the arguments advanced by all the parties as well as the record. The respondent No. 5 and 6 have disputed this complaint on the ground of maintainability under Rule 6(2)(d) of the Maharashtra Real Estate (Recovery of Interest, Penalty, Compensation, Fine Payable, Forms of Complaints and Appeals) Rules, 2017. In this regard, the MahaRERA is of the view that the respondent No. 6 has registered this project under the provisions of the RERA. The complainants are claiming to the allottees in the ongoing project which is registered with MahaRERA under Section-3 of the RERA. The jurisdiction of this Authority on such project continues till the

project gets completed fully and obligation of the promoter regarding the project get fully discharged. The MahaRERA, therefore, has jurisdiction to hear the complainants' grievances concerning the project irrespective of other issues concerning the other merits of the present complaint.

13. The respondent No. 5 and 6 have also raised an issue that the present complaint is barred by the law of limitation. In the present case, the respondent No. 1, the erstwhile developer had undertaken the re-development project of respondent No. 5 society viz., Samudra Darshan CHS Ltd. The respondent No. 2 to 4 are the partners of the respondent No. 1 firm. The respondent No. 5 is the society undertaken the re-development project for rehabilitation of its 132 existing members. The respondent No. 6 is the new developer, appointed by the respondent No. 5 society after terminating the development agreement with the respondent No. 1 and now they are implementing the said project on site. The respondent No. 7 and 8 are the financial institutions. The complainants are claiming to be the allottees in the present project registered with MahaRERA by the respondent No. 6 promoter.
14. With regard to the limitation point raised by the respondents, the complainants stated that, though there is no privity of contract between the respondent No.6 and the complainants, the money paid by the complainants to the respondent No.1 was used for huge payment of premium to various government and semi-government authorities. The complainants' money has been utilised impliedly for construction purpose. The complainants stated that after commencement of the RERA, they have immediately filed complaint with RERA, and therefore, their complaint is not barred by law of limitation.
15. In the present case, the complainants are seeking execution of the registered agreement for sale as provided under Section-13 of the RERA by

the respondent No. 6. The complainants further sought allotment of the flat of similar size and value in the said project from the respondent No. 6, as agreed by the respondent No.1-erstwhile developer as per the allotment letter dated 11/6/2011 by the respondent No.1. The complainants have stated that they have booked the said flat for a total consideration amount of Rs 64,50,000/- out of which they have paid 6,17,550/-. The respondent No. 5 and 6 have contested the matter on the ground of limitation and contractual liability of the respondent No. 5 and 6.

16. The respondent No. 5 and 6 have contended that the termination of the respondent No.1 has been done in the year 2015 by the respondent No. 5 by giving a public notice in the local newspaper and the complainants have raised their claim after lapse of 4 years. In this regard the MahaRERA is of the view that, the complainants are claiming relief under Section-13 and 18 of the RERA and they have shown cause of action for filing of this complaint has been arose after the commencement of the RERA i.e. 1<sup>st</sup> May, 2017, when the respondent No. 6 has registered the said project with MahaRERA. Considering the cause of action mentioned by the complainants in the complaint, the MahaRERA is of the view that, there is no substance in the contention raised by the respondent No. 5 and 6 regarding the limitation point that cause of action was arose for the complainants in the year 2015. Hence, the said contentions of the respondent No. 5 and 6 stands rejected.
17. With regard to other issues raised by the complainants for possession of the similar area flat in the respondents' project and the execution of the registered agreement for sale, the MahaRERA is of the view that, there is an allotment letter issued by the erstwhile developer for allotment of a flat bearing No. 1103 admeasuring 1075 sq. ft. built-up area in the respondents' project. However, there is no registered agreement for sale executed between the complainants and the respondent No. 1. The respondent No. 1 by obtaining registered development rights from the respondent No. 5-



Society had undertaken the said project and invited the home buyers to book their flats in the project. However, the respondent No.1 could not carry out further re-development work in the said project and therefore, requested the respondent No. 5 – Society to assign the said project to the respondent No. 6 and accordingly by terminating the registered development agreement with the respondent No. 1, the respondent No. 5-Society has appointed the respondent No.6 as new developer to complete the said project.

18. The complainants have contended that, since the project is transferred from the respondent No.1 to respondent No. 6, all liabilities of the respondent no.1 got transferred to the respondent No.6 as the respondent No. 1, 5 and 6 acted in collusion with each other to transfer the development rights. Further, all the money invested by the complainants used by the respondent No.1 in getting the permissions. In this regard, the MahaRERA is of the view that, the present complaint is maintainable and the complainants are the allottees in the MahaRERA registered project. The judgment passed in case of Vaidehi Akash is not applicable since it is given prior to RERA coming into force and the facts of this case are different. Further the respondent No. 1 has taken money from the complainants and same is utilized for the project. Further the project of the respondent No. 1 is taken over by the respondent No. 6 promoter and hence all liabilities of the allottees vis-à-vis to the erstwhile developer also gets transferred to the subsequent promoter. The society cannot unilaterally take a decision to change the promoter without obtaining the consent of the allottees and also execute development agreement with another promoter behind their back. Further the sale component is registered with MahaRERA, it is mandatory to protect the interest of the allottees who have put their hard earned money for booking of their flats in the respondent's project.

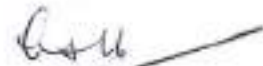
19. The MahaRERA has further observed that the present project is the re-development project undertaken by the respondent No. 5-Society, which is

lessee of the land under the said project and principle owner, namely MHADA has leased out the said property to the respondent No.5-Society vide lease agreement dated 15/1/1997 for the period of 99 years and the respondent No.5-Society is holding the lease hold rights at par with the owners and assigned development rights to the respondent No.1 and as per the said development rights respondent No.1 and was liable to rehabilitate 132 members of the respondent No.5-Society and remaining FSI was to be used by the respondent No. 1 as a sale component. By taking development rights from respondent No. 5-Society the respondent No. 1 had undertaken this project and invited the home buyers to book their flats. After transfer of development rights in favour of respondent No. 6, by the society, the commitment of the erstwhile promoter (respondent No.1) will have to be honoured by the developer & society.

20. In the light of these facts, the MahaRERA directs the respondents to execute registered agreement for sale with the complainants in accordance with the allotment letter issued by the respondent No. 1.
21. With these directions the complaint as well as the applications filed by respondent No.5 and 6 raising preliminary ground of jurisdiction and maintainability of the present complaint stands disposed of.

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महा-रेरा



(Dr. Vijay Satbir Singh)  
Member - 1/MahaRERA

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

Review Application No. **CC006000000171798**

Samudra Darshan Co-operative Housing  
Society Ltd.

**(Society)**

...Applicant/Complainants

Versus

1. Mr. Peter Almeida & Mrs. Tangerine Almeida **(Allottees)**
2. M/s. Shubh Enterprises **(Erstwhile promoter)**
3. Mr. Uday Surve
4. Mr. Govind Somani
5. Mr. Rajendra K. Shah
6. Samudra Darshan Gruhapravesch LLP **(New Promoter)**
7. Catalyst Trusteeship Limited
8. ECL Finance Limited ...Respondents

MahaRERA Project Registration No. **P51800014518**

**Coram: Dr. Vijay Satbir Singh, Hon'ble Member – I/MahaRERA**

Ld. Adv. Viraj Maniar a/w Ld Adv. Arun Pannicker appeared for the complainant/Applicant (Society).

Ld. Adv. Sushant Chavan appeared for the respondent no. 1 (Allottees).

Ld. Adv. Nilesh Gala appeared for the respondent no. 6 (New Promoter).

None appeared for the respondent nos. 2 to 5 (Erstwhile Promoter and its Partners).

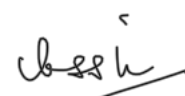
**ORDER**

(26th August, 2021)  
(Through Video Conferencing)

*Chavan*

1. The applicant society above named has filed this Review Application seeking review of the order dated 5-11-2019 passed by the MahaRERA in aforesaid complaint no. **CC006000000055575** filed by the allottees, directing the promoters to execute a registered agreement for sale with the allottees under the provisions of section 13 of the Real Estate (Regulation & Development) Act, 2016 (hereinafter referred to as 'RERA') in the registered project known as "**Platinum Life**" bearing MahaRERA registration No. **P51800014518** at Andheri (West) Mumbai.

2. The Review Application was scheduled for hearing on 3-01-2020 and it was admitted for further hearing having been filed as per Regulation 36 of the Maharashtra Real Estate Regulatory Authority (General) Regulations 2017 within the prescribed time limit of 45 days. Thereafter, the Review Application was heard on 9-01-2020 in presence of both the parties. On that date after hearing the arguments of the society at length, the case was adjourned and fixed for hearing the arguments of the allottees on 12-02-2020. Accordingly, on 12-02-2020, the allottees informed MahaRERA that being aggrieved by the order of ad interim relief dated 3-01-2020 in the said Review Application, allottees had preferred an appeal bearing No. AT006000000052202 before the Hon'ble Maharashtra Real Estate Appellate Tribunal and sought setting aside of said interim order passed by MahaRERA. Hence, on that date the allottees were directed to produce the copy of order passed by the Hon'ble Appellate Tribunal and the case was



adjourned till next date. However, as the aforesaid appeal filed by the allottees was pending, the MahaRERA felt that it may be a futile exercise to hear the Review Application and to decide the matter before the said appeal is decided by the Hon'ble Appellate Tribunal. Hence on 19-03-2020, the MahaRERA passed an interim order on 19-03-2020 in the said Review Application and directed that further hearing in Review Application would be conducted after the final verdict of the Hon'ble Appellate Tribunal.

3. In the meantime, due to Covid-19 pandemic, the Central as well as State Government declared a nationwide lockdown due to which the office of MahaRERA was closed during the said pandemic period. Thereafter, by issuing the SOP dated 12-06-2020, the MahaRERA started the virtual hearing on videoconferencing from 1-07-2020.
4. Thereafter, the Hon'ble Appellate Tribunal with the consensus of both the parties was pleased to pass an order on 17-07-2020 directing the MahaRERA to decide the said Review Application within the stipulated period of 60 days. Subsequently, the allottees have approached Hon'ble High Court seeking various reliefs.
5. However, due to the prevailing Covid-19 pandemic situation there were several complaints pending before the MahaRERA and hence the hearing could not be conducted in the said Review Application. The court work of MahaRERA remained suspended for 3-4 months due to the pandemic. Multiple lockdowns impacted

the quasi judicial work and the policy of work from home had to be adopted. With the introduction of online hearing of complaints through videoconferencing, it became possible to restart the proceedings although the pace of work slowed down considerably.

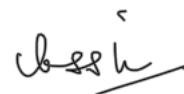
6. Giving due priority to the matter, the Review Application was scheduled for hearing before MahaRERA on 15-01-2021, when the concerned parties appeared for the said hearing through their learned advocates. On the said date of hearing, liberty was given to the parties to file their respective written submissions within a period of 15 days and it was further directed that further course of action would be decided after going through the submissions made by the parties.
7. Accordingly, the applicant society has filed its written submission on record of MahaRERA on 27-01-2021 and allottees have filed their written submission on 29-01-2021. The matter was placed before the full bench of MahaRERA on 3-08-2021, when the parties were heard. After hearing the objections raised by the concerned parties on the said scheduled date of hearing, it was decided that the Review Application would be heard by the single Member bench of Member1/MahaRERA and hence, the matter was rescheduled for hearing on 24-08-2021.
8. Accordingly, the Review Application was heard in the presence of the concerned parties on 24-08-2021. During the hearing, it was clarified again to the concerned parties that the hearing was being conducted to decide the Review Application filed by the society

and determine whether the impugned order could be reviewed under the provisions of Regulation 36 of Maharashtra Real Estate Regulatory Authority (General) Regulations 2017.

9. During the hearing, the learned advocate for the applicant society argued in favour of the Review Application on three grounds. Firstly, the preliminary issue of maintainability should have been decided first while hearing the complaint. Secondly, the order had been passed without giving any opportunity to the society to be heard which is against the principles of natural justice. Thirdly, there was no privity of contract between the complainant allottee and the promoter which has been ignored while passing the impugned order. He also cited various Courts rulings in support of his arguments such as Judgment and order passed by the Hon'ble High Court at Judicature at Bombay in Appeal from Order (Stamp) No.22143 of 2019 (Goregaon Pearl CHS Ltd Versus Dr. Seema Mahadev Paryekar & Ors) and an order passed by the Hon'ble Maharashtra Real Estate Appellate Tribunal in Appeal No. AT006000000010569 (Udayachal Goregaon Co-operative Housing Society Ltd Versus Manoj Kumar Mistry & Ors) in support of his arguments especially on the issue of maintainability of the complaint and privity of contract.
10. The Learned advocate for the respondent allottees (complainants in the original complaint) vehemently opposed the submissions, averment and contentions advanced by the applicant society on the ground that the Review Application does not fulfil the the tests laid down in Regulation 36 of the Maharashtra Real Estate

Regulatory Authority (General) Regulations 2017. The arguments of the applicant can't be considered since the review under the said regulations has a very limited scope. At the most, these arguments could be advanced before the Hon'ble Appellate Tribunal in Appeal in case an appeal is preferred. In fact, the applicant seems to be filing an appeal in the garb of Review Application. Moreover, the issues pointed out by the applicant have already been considered while passing the order. The court rulings and judgements cited by the applicant and the relevant observations were considered while passing the order. He also referred to a recent order dated 18-08-2021 passed by another bench of MahaRERA in Complaint No. CC006000000057853 and other 5 complaints, wherein it was held that it was incumbent on the society to accept the obligations of the erstwhile developer and pass on the same to the new developer. The order endorses and reconfirms the views of the MahaRERA in such matters.

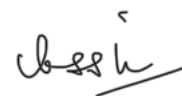
11. After hearing the arguments of the concerned parties at length particularly the applicant society and the respondent allottees, the matter was closed for order.
12. The MahaRERA has examined the arguments advanced by both the parties and also perused their reply/submissions on record. The present Review Application has been filed under Regulation 36 of the Maharashtra Real Estate Regulatory Authority (General) Regulations 2017 which reads as under:





**36. (a) Any person aggrieved by a direction, decision or order of the Authority, from which (i) no appeal has been preferred or (ii) from which no appeal is allowed, may, upon the discovery of new and important matter or evidence which, after the exercise of due diligence, was not within his knowledge or could not be produced by him at the time when the direction, decision or order was passed or on account of some mistake or error apparent from the face of the record, or for any other sufficient reasons, may apply for a review of such order, within forty-five (45) days of the date of the direction, decision or order, as the case may be, to the Authority.**

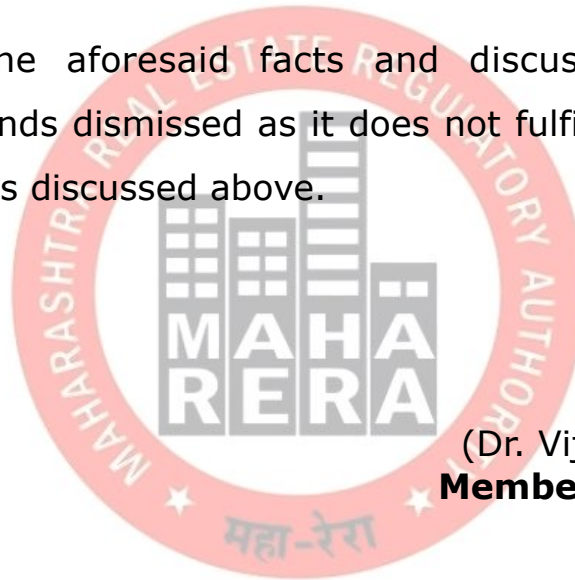
13. The aforesaid provisions of Regulation 36 clearly reveal that the the review application can only be filed by an aggrieved person and the scope of review is limited, and it can only be exercised if there are some new and important matters which could not be produced when the impugned order was passed or on account of some mistake which is apparent from the face of the record. A perusal of the impugned order shows clearly that it does not give any direction which can adversely affect the society. Hence the applicant society can't be termed to be an aggrieved party to qualify for filing the Review Application. In fact, directions have been given to the promoter to execute the Agreement for Sale with the complainants / allottees. It is also important to note that the developer (erstwhile or new) has not filed the order by filing an appeal or Review Application as is evident from the record before MahaRERA.



14. In this redevelopment project, the applicant society has given the development work to the promoter. The latter has the liberty of selling the units in the sale components to the buyers of his choice. The society has nothing to do with the allottees of the sale component or their sale transactions with the developer. The society is always interested in the timely completion of the rehab component of the project. This project has been registered by the present promoter with MahaRERA and the society does not figure anywhere as the promoter or otherwise in the details.
15. The contentions of the applicant society also fail to prove the discovery of any fact which it could not produce when the original complaint was heard by the MahaRERA or any error or mistake apparent from the face of the record. Moreover, all parties concerned in the said complaint have been granted a reasonable opportunity of being heard before passing the said order and likewise they were given ample time to file the submissions. The principles of natural justice were followed and while hearing the complaint in accordance with the prescribed rules.
16. The applicant society also pointed out some rulings and judgements of the various courts and authorities including Hon'ble High Court. However, it has failed to explain how the observations in rulings could help the society in the Review Application. The impugned order was passed after going through the contentions of the concerned parties giving them ample opportunity to represent their case. Various court orders and

judgements cited by the parties at the time of hearing were also taken into consideration. The issues of privity of contract and maintainability of complaint have also been discussed in the order highlighting different facts and circumstances of the complaint and the MahaRERA does not find sufficient reasons to review the impugned order dated 5-11-2019 passed in Complaint No. CC006000000055575 in accordance with the MahaRERA regulations.

17. In view of the aforesaid facts and discussion, the Review Application stands dismissed as it does not fulfil the requirements of the review as discussed above.



*Vijay Satbir Singh*

(Dr. Vijay Satbir Singh)  
**Member – 1/MahaRERA**