

BEFORE THE MAHARASHTRA REAL ESTATE REGULATORY AUTHORITY,
MUMBAI

Complaint No. CC12503139

Vinod Parasharam Atpadkar and Ors (As per complaint copy) ... Complainant/s

Versus

Sanvo Resorts Pvt. Ltd. ... Respondent/s

MahaRERA Project Registration No. P52000000667

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

Ld. Adv Geeta Chaudhary appeared for the complainants- through VC.

Ld. Adv. Prasanna Tare appeared for the respondent- through VC.

ORDER

(Order Pronounced on Thursday, 11th June 2026)

(Matter Reserved for Orders on 01-04-2026)

(Through Video Conferencing)

1. The complainant abovenamed (on behalf of 19 allottees) has filed this online complaint on 06-09-2025 before the MahaRERA, mainly seeking directions from MahaRERA, to the respondent - promoter, to complete all the pending amenities; give monetary reliefs for illegal charges collected, impose penalty; disclosure, transparency and handover; equitable and structural relief as prescribed under the provisions of the Real Estate (Regulation & Development) Act, 2016 (hereinafter referred to as 'RERA') in respect of the booking of the flats in the respondent's registered project known as 'MARATHON NEXZONE ZENITH - 2' bearing MahaRERA registration No. P52000000667, located at Village Kolkhe, Hadapsar, Tal. Panvel, Dist. Raigarh (hereinafter referred to as the 'said project').
2. This complaint was heard by the MahaRERA on several occasion and finally on 01-04-2026 as per the Circular No. 49 dated 12-09-2025 issued by MahaRERA for hearing of complaints through Hybrid Mode. Both the parties have been issued prior intimation

of this hearing. On the said dates of hearings, the parties have 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.

3. After hearing the argument of both the parties, the following Roznamas were recorded in the complaints

i) On 03-02-2026:-

“Both the parties are present. The respondent has raised the issue of maintainability of this complaint since the society in the project has already been formed in the year 2020. The respondent has also pointed out that as per the agreement for sale of August 2018, the possession has also been offered on 02-02-2019 and the possession is taken on 14-12-2019. Therefore, the issues raised in the complaint should be raised by the society in the project and hence, the complaint is not maintainable. However, the complainant refutes this contention of the respondent. The respondent may file its reply on the issue of maintainability of this complaint within a period of three weeks i.e. by 24-02-2026. Further three weeks’ time i.e. till 17-03-2026 is granted to the complainant to file a rejoinder to the reply of the respondent. The matter is adjourned to 01-04-2026 for final arguments on the issue of maintainability of this complaint”.

ii) On 01-04-2026:

“The complainant is present (appeared later). The respondent is present. The respondent has filed its reply to the complaint, although late and has raised the issue of maintainability of the complaint as per the previous Roznama dated 03-02-2026. The reasons why the complaint is not maintainable, according to the respondent, are as follows - i) group issues are raised in an individual complaint, ii) the society for the said building in which the flat of the complainant is located has already been formed and iii) possession has been handed over in December 2019 and all the amenities are functioning (part OC was received in March 2018 and full OC was received in September 2019). Therefore, the prayers of the complainant in the complaint are not

maintainable. However, the complainant is granted one week's time i.e. till 08-04-2026 to file a rejoinder to the reply of the respondent along with written submissions. The respondent may also file its written submissions by the said date. In case the complainant does not file any rejoinder or written submissions, MahaRERA will be constrained to decide the matter ex parte against the complainant on merits. In view of the above, the matter is reserved for orders suitably after 08-04-2026 on the issue of maintainability of this complaint based on the documents in the hearing as well as the reply, rejoinder and written submissions filed in the complaint. The future course of action in the matter would be decided once such an order on maintainability is issued."

4. Pursuant to the said directions, the respondent has uploaded its reply on record of MahaRERA on 01-04-2026. The complainant has also uploaded his rejoinder on record of MahaRERA on 08-04-2026. The said submissions have been accepted and taken on record. The MahaRERA has perused the available record.
5. It is the case of the complainants (a group of 19 allottees) that they have purchased their respective flats in the said project and have taken possession thereof. According to the complainants, the initial Agreements for Sale executed with Phase-I purchasers represented the clubhouse and related amenities as part of the project facilities, without disclosing that the same would be shared with future phases, namely Phase-II and Phase-III. The complainants contended that the respondent subsequently introduced clauses in agreements executed for later phases portraying the clubhouse and amenities as common facilities for all three phases, thereby altering the original representations without obtaining the consent of the existing allottees. The complainants further submitted that the clubhouse is located within the Phase-I premises, comprising approximately 2,200 residential units, and that its size and capacity are inadequate even for Phase-I residents. According to them, it is therefore unreasonable to treat the clubhouse as a common facility for all three phases. The complainants also alleged that the respondent imposed arbitrary charges relating to clubhouse membership and transfers, including a transfer fee of Rs.10,000/- for

issuance of a No Objection Certificate (NOC) upon resale of flats with clubhouse membership, despite having no legal authority to levy such charges. They further contended that clubhouse membership charges were collected at different rates from different purchasers without transparency or uniformity. The complainants also stated that the full Occupancy Certificate for the clubhouse had not been obtained and was expected only around December 2025. Despite this, the respondent allegedly continued collecting annual maintenance charges as if the clubhouse had been fully operational and lawfully handed over. According to the complainants, such charges could only be collected proportionate to the actual use of the facility and after obtaining the requisite Occupancy Certificate. Being aggrieved, the complainants have filed the present complaint seeking completion of pending amenities, refund of allegedly illegal charges, imposition of penalties, disclosure and transparency, handover-related directions, and other equitable reliefs.

6. The respondent has refuted the allegations and filed its reply on 01-04-2026. The respondent contended that the complaint is baseless, not maintainable and liable to be dismissed. It was submitted that possession of the flats was handed over on 14-12-2019 after obtaining the Occupation Certificate from CIDCO NAINA on 17-09-2019. Therefore, according to the respondent, the complaint is barred by limitation, having been filed nearly six years after possession. The respondent further submitted that all amenities have been provided in accordance with the sanctioned plans and the Agreements for Sale. The respondent also raised preliminary objections stating that the complainants have suppressed material facts, including the dismissal of an earlier identical complaint on 02-06-2025 for non-prosecution. It was further contended that a co-operative housing society has already been formed and, therefore, any collective grievances relating to common areas, layouts, parking refunds, clubhouse facilities or other common amenities can only be raised by the society and not by individual allottees acting in a representative capacity under Section 31 of the RERA.
7. The complainants filed their rejoinder on 08-04-2026 and opposed the preliminary objections raised by the respondent. They submitted that the dispute is confined to the

incomplete clubhouse facility, collection of maintenance and other charges without a valid Occupancy Certificate, arbitrary alteration of amenities and illegal levy of charges. According to the complainants, the dispute is personal and individual in nature and not a society-related issue, as the respondent continues to deal directly with individual allottees by issuing separate bills and offering optional memberships while bypassing the society. The complainants further contended that the clubhouse remains under the exclusive possession and control of the respondent, as the proposed Apex Body or Federation has not yet been formed to take over the facility. They denied any suppression of material facts and submitted that the earlier complaint concerning the sewage treatment plant is unrelated to the present dispute. According to the complainants, the respondent cannot dilute the rights of Phase-I purchasers through subsequent agreements or rely upon its own statutory non-compliance to challenge the maintainability of the complaint. Accordingly, they prayed that the preliminary objections be rejected and the complaint be decided on merits.

8. The MahaRERA has examined the rival submissions made by both parties and also perused the available record. The complainant has filed this complaint on behalf of 19 allottees of the said project registered by the respondent, by filing this complaint under Section 31 of the RERA, has approached MahaRERA mainly seeking following reliefs under the provisions of RERA:-

"1. Direct the developer to clearly demarcate the clubhouse as an amenity of Phase 1 only, considering its inadequate size and the original agreements. 2. Declare the levy of ₹10,000 as NOC/transfer charges illegal and restrain the builder from collecting the same. 3. Ensure uniformity of clubhouse membership charges, treating it as part of common amenities, and refund/adjust excess collected from certain allottees. 4. Restrict the developer from collecting maintenance charges for the clubhouse until Final OC is obtained, and order proportionate refund/adjustment for charges wrongly collected. 5. Pass any other orders deemed fit in the interest of justice."

9. The respondent has refuted the aforesaid reliefs sought by the complainants mainly by raising the issue of maintainability of this complaint on the grounds that viz i) the complainants are raising group issues by filing this individual complaint, ii) the society for the said building in which the flats of the complainants are located has already been formed and registered and iii) possession has been handed to the complainants in December 2019 and all the amenities are functioning as the part OC

for the said project was obtained in March 2018 and full OC was obtained in September 2019). On all these grounds the respondent has prayed for dismissal of this complaint being not maintainable.

10. Hence, before dealing with the facts of this complaint on merits, MahaRERA needs to decide the said issue of maintainability, this complaint raised by the respondent being a preliminary issue.
11. Both the parties have filed their respective submissions such as reply/rejoinder on record of MahaRERA on the said issue of maintainability of this complaint raised by the respondent, as directed by MahaRERA.
12. Be that as it may, in the present case, on a bare perusal of the aforesaid submissions made by both parties and after perusing the available record, the following observations are noteworthy: -
 - a) In present case, admittedly, the complainants have already taken possession of their respective flats in the said project in the year 2019 after the OC dated 19-09-2019 has been obtained by the respondent. Further, admittedly, the co-operative housing society of the building has also been formed and registered on 02-02-2019. However, nearly 6 years after obtaining possession of their flats, the complainants have filed this complaint raising issues with respect to the clubhouse facility, membership charges, transfer charges, maintenance charges and other common amenities available in the project.
 - b) The MahaRERA has further noticed that the complainants have filed the present complaint on behalf of 19 allottees and the grievances raised are not confined to any individual flat or any personal dispute between a particular allottee and the respondent. However, the issues raised in the complaint are concerned with common amenities and facilities which are intended for the benefit of all the allottees of the said project. Meaning thereby that the complainants by filing this complaint are raising group /common sort of issues.

- c) Moreso, the complainants are seeking directions regarding the use and management of the clubhouse, refund of charges allegedly collected from various allottees, regulation of maintenance charges and other issues regarding the common facilities. Such issues are common in nature and are directly connected with the rights and interests of all allottees of the said project. Therefore, these issues cannot be adjudicated at the instance of a few individual allottees without involving the said society representing all the allottees of the said project.
- d) However, in this case, the respondent has also submitted on record that the co-operative housing society of the said building has already been formed. Hence, once the society is formed, issues relating to common amenities, common facilities, common charges and the collective rights of allottees are required to be raised through the society as the said society is entitled to seek possession of such common areas as per the provisions of Section 19(3) of the RERA.
- e) The complainants although have contended that the clubhouse is still under the control of the respondent and that the respondent continues to collect charges directly from the allottees, the fact remains that the reliefs sought in the complaint concern common facilities and common rights of all the allottees of the said project. Hence, on this ground, MahaRERA prima facie feels that the present complaint is not maintainable under the provisions of RERA.
- f) In addition to this, MahaRERA has also noticed that possession of the flats was handed over in the year 2019 after obtaining the OCs in the year 2018-2019. However, the present complaint has been filed in the year 2025, nearly 6 years thereafter.
13. In view of the above, MahaRERA is of the considered view that the present complaint is filed raising common grievances relating to common amenities, common facilities and common charges affecting all allottees of the project. Also, since the co-operative housing society has already been formed, such issues are required to be agitated through the society. Hence, MahaRERA holds that the present complaint is not maintainable in the present form it is filed.

14. Consequently, the present complaint stands dismissed being not maintainable. Hence, no further hearing is required to be given in this matter. However, it is clarified that the said society formed and registered in the said project is always at liberty to take such action as may be permissible in law in respect of the grievances raised in the present complaint, if it so desires.


(Mahesh Pathak)

Member - 1/MahaRERA

