BEFORE THE MAHARASHTRA REAL ESTATE APPELLATE TRIBUNAL, MUMBAI

Appeal No. AT10/00300 of 2026
@ Misc. Application No.1946 of 2026 (Dismissal)
IN
Complaint No.CC125/00892

1. Rajnish Jha,
A/401, Shanti Apartment, Mathurdas
Extension Road, Opp. Atul Tower,
Kandivali (West),
Mumbai-400 067.

2. Manish Kumar Jha.
A/401, Shanti Apartment, Mathurdas
Extension Road, Opp. Atul Tower,
Kandivali (West),
Mumbai-400 067. ... Appellants

Versus

1. Maharashra Real Estate Regulatory
Authority,
4th Floor, Housefin Bhavan, near RBI
E Block BKC, Bandra Kurla Complex,
Bandra (East),
Mumbai-400 051.

2. Buildwell Construction,
Mr. Anik Jha,
B-518, Samartha Aishwarya,
Opp. Tarapore Tower, Lokhandwala,
Andheri (West),
Mumbai-400 053.

3. Ruparel Shreeji Construction Private
Limited, (Formerly known as
M/s. Shreeji Construction)
Ruparel Iris, 1st Floor, Plot No.273,
Senapati Bapat Marg, Matunga
Road(W), Mumbai-400 016.

4. Shree Siddhivinayak Infrastructure and Realty.
Mr. Amit Mahendra Ruparel,
Ruparel Iris, 1st Floor, Plot No.273,
Senapati Bapat Marg, Matunga
Road (West), Mumbai-400 016. ... Respondents

Adv. Mr. Abhishek Kothari a/w. Adv. Ms. Shivani Khanwilkar for Appellants.
Adv. Mr. Yash Momaya for Respondent No.2.
Adv. Ms. Angeline for Respondent No.3.
Adv. Ms. Sakina Kothari for Respondent No.4.

CORAM : SHRI S. S. SHINDE J., CHAIRPERSON &

SHRI SHRIKANT M. DESHPANDE, MEMBER (A)

RESERVED ON : 2nd November, 2026
PRONOUNCED ON : 20th November, 2026.

(THROUGH VIDEO CONFERENCING)

JUDGEMENT

[PER: SHRIKANT M. DESHPANDE, MEMBER (A)]

1. The appellants/allottees have challenged the e-mail communication/ order of the Authority dated 30th August, 2024 from the Legal Department of Maharashtra Real Estate Regulatory Authority, communicating that the application for change of promoter from "Shreeji Construction" to "Ruparel Shreeji Construction Private Limited" in project bearing MahaRERA registration no.P51800007630 is approved vide approval dated 30th August, 2024, subject to compliance of the provisions of Real Estate (Regulation and Development) Act, 2016 (for short 'the RERA Act, 2016') and Rules and Regulations

made thereunder. Further, the incoming promoter i.e. Ruparel Shreeji Construction Private Limited will have to apply in correction module for change in promoter details and for that purpose will have to attach the said e-mail as a supporting document.

2. The said e-mail is addressed to "Ruparel Shreeji Construction Private Limited". The said communication communicating the approval of the Authority dated 30th August 2024 is the subject matter of challenge in this appeal.

3. The appellants are the allottees of the subject project, who have executed agreement for sale for purchase of the subject flat with "Shreeji Constructions", (a Partnership Firm), who was the promoter of the project bearing project registration no. P51800007630 at the time of executing the said agreement for sale. The respondent no.2, Buildwell Construction, is a partnership firm registered under the provisions of Indian Partnership Firm Act, 1932 and has been recorded as co-promoter of the project in the records of MahaRERA when the said project was registered by "Shreeji Constructions" with the MahaRERA. The respondent no.2 is recorded as co-promoter under the area sharing arrangement. The respondent no.3 Ruparel "Shreeji Construction Private Limited" is a private limited company incorporated under the provisions of Indian Companies Act, 2013.

4. Shreeji Constructions is partnership firm consisting of Mr. Kirti Manharlal Mehta and Mona Kirron Mehta as its partners. The said partnership firm Shreeji Construction is the original promoter of the said project, and it has been converted into

private limited company i.e Ruparel Shreeji Construction Private Limited. The respondent no.4 Shree Siddhivinayak Infrastructure and Realty is partnership firm registered under the provisions of Indian Partnership Act, 1932. The respondent no.4 is a part of the Ruparel Group.

5. The brief facts leading to the filing of the captioned appeal are that in or around the year 2018 the appellants were desirous of purchasing residential flat in Mumbai. In the circumstances and pursuant to extensive deliberations, the registered agreement for sale came to be executed on 18th December 2018 between appellants and Shreeji Construction, with respondent no.2 co-promoter of the project, as confirming party. The appellants purchased the said flat for total consideration of Rs.1,01,87,524/-. The said agreement for sale discloses Shreeji Constructions, which subsequently converted itself into Ruparel Shreeji Construction Private Limited, as promoter of the project and respondent no.2 as a confirming party. The said agreement for sale also discloses that the project is registered with the MahaRERA by Shreeji Constructions and respondent no.2 has been shown as confirming party and co-promoter of the project. It was also represented that the project building consisting of ground and 13 floors and revised plans for construction were duly sanctioned by SRA and have been issued IOA on 5th October 2018. The agreement for sale also represented that the said Shreeji Construction has entered into construction contract with the respondent no.2, the confirming party, under which the said firm has agreed to carry out and complete the construction of the building to be constructed on the said

property and in lieu thereof has agreed to allot certain flats in the project in favour of respondent no.2. Thus, the Shreeji Construction and respondent no.2 had area sharing arrangement and therefore both were shown on the records of the MahaRERA as promoter/co-promoter. The said agreement for sale has been signed by the Shreeji Construction as well as the respondent no.2. The agreement for sale also discloses payment receipts as part of the sale consideration paid as agreed.

6. The said agreement for sale did not contain any stipulated date of possession of the flat. However, the appellants were orally informed that the same shall be handed over within reasonable period i.e. approximately three years. In view of the aforesaid and on account of appellants not being handed over possession of the flat in or about April 2022, the appellants approached the representative of the respondent no.2 and Ruparel Shreeji Construction Private Limited with regard to the same. The appellants were informed that the project has been taken over by Ruparel Group and that they will have to execute additional documents that the same may be for the purposes of confirming the allotment of the flat. Accordingly, in April 2022 the appellants, therefore addressed an e-mail to respondent no.2 requesting a confirmation document which mentions that the appellants will get the said flat in the project which is being now developed by Ruparel Shreeji Construction Private Limited. However, there was no response from the respondent no2 on the said requests despite long communications spanning over a period of one and half years.

7. However, the respondent 2 continued raising demand notices against the appellants. Thereafter, the respondent no.2 shared copy of the document titled supplementary agreement draft dated 15th December 2023 (for short 'the supplementary agreement'). The said supplementary agreement discloses that the Shreeji Construction is the promoter of the project and respondent no.4 is the confirming party no.1 and respondent no.2 as confirming party no.2. It further represents that Shreeji Construction and respondent no.2 had entered into a joint development agreement dated 16th October 2020 to jointly develop the project. The respondent no.4 is the developer of the adjoining properties and Shreeji Construction and respondent no.4 have agreed to jointly develop the land at which the project is situated along with adjoining properties. Further, the receivables *qua* the subject flat are payable to respondent no.2. It further represented that developer now proposes the high-rise single composite building having various amenities as real estate project forming part of the larger land which, *inter-alia*, comprises of ground level consisting of offices and commercial premises and 60 upper floors comprising of residential flats.

8. The draft supplementary agreement also stipulated that the additional charges of approximately Rs.6,10,000/- shall be borne by the appellants and the date of possession of the flat stipulated as 31st December 2025.

9. Thus, according to the said draft supplementary agreement, the respondents attempted to substantially alter the terms and conditions as contained in the agreement for sale dated 18th

December 2018 executed between appellants and Shreeji Construction by way of supplementary agreement. On 17th October 2024, the respondent no.2 issued demand notice for execution and admit execution of supplementary agreement for sale with respect to the said premises and payment of outstanding dues amounting to Rs.26,28,005/-. In the said notice also recorded that Shreeji Constructions has entered into a partnership/joint venture with respondent no.4, who has undertaken to complete the project, and the new developer has updated the records with the MahaRERA and got extension of the project completion till 31st December 2025. The said notice also conveyed to the appellants to execute supplementary agreement with the new developer on the revised terms and conditions with respect to the said flat. Pursuant to the above, the appellants repeatedly approached the respondent no.2 to 4 seeking clarity with regard to the mode and manner in which project has been transferred and status of the same. However, there was no response from the respondents.

10. Aggrieved by the conduct of the respondents and high handedness and arbitrary conduct, the appellants preferred a complaint No.CC125000892 of 2025 against Shreeji Construction and Ruparel Shreeji Construction Private Limited on the basis of violation of the provisions of the law more particularly Section 6, 11, (4) (e), 13(2) 14 and 18 of the RERA Act, 2016. Pertinently, the appellants arrayed Shreeji Construction and Ruparel Shreeji Constructions Private Limited as different parties in the said complaint since the details of conversation from Shreeji Constructions to Ruparel Shreeji

Constructions Private Limited were not available on the public domain and have only recently made available in the reply filed by the respondents in the said RERA complaint.

11. In the said RERA complaint, respondents have filed replies disclosing certain facts and circumstances more particularly respondent no.2 was never a promoter or co-promoter of the subject project initially known as 'Park View' and presently known as 'Ruparel Westsky', which is contrary to the original record of the MahaRERA. At the time of registration of the project, the respondent no.2 is disclosed as a co-promoter. The respondent no.2 in the said complaint has pleaded that the legal responsibility of handing over possession, completing project, securing occupation etc. rested upon Shreeji Construction and Ruparel Shreeji Construction and not on respondent no.2.

12. Ruparel Shreeji Construction Private Limited in its reply before the Authority in the said complaint has disclosed that vide approval dated 30th August 2024 the Authority has approved application for change in promoter, bearing application no.CR51800009954 filed for change in promoter name from Shreeji Constructions to Ruparel Shreeji Construction Private Limited. Therefore, the Shreeji Construction is now converted to Ruparel Shreeji Constructions Private Limited.

13. With regard to the issue of change of plans of the subject project, Ruparel Shreeji Constructions Private Limited represented that the plans for the project have been amended pursuant to meeting the requirement of Section 14 of the RERA and there is no violation of law by the Ruparel Shreeji Constructions Private Limited.

14. With regard to the violation of Section 15 of the RERA Act, 2016 Ruparel Shreeji Constructions Private Limited submitted before the Authority that the said section states that the consent of allottees is required when there is an assignment of development rights from one developer to another. In the present case, there is no assignment of the development rights. There has only been a name change of the promoter on account of conversion of partnership firm to a private limited company. With regard to the said conversion one Mr. Kirti Mehta and Ms. Mona K. Mehta were previously the partners of the Shreeji Constructions, a partnership firm. By and deed of admission and reconstitution dated 26th March 2021, Mr. Amit M. Ruparel and Ruparel Housing Development Private Limited were, *inter alia,* inducted as partners of the erstwhile partnership firm. By and under deed of retirement and reconstitution dated 20th May 2023, Mr. Kirti Mehta and Mona K. Mehta retired as partners of the erstwhile partnership firm and Mr. Amit M. Ruparel and Ruparel Housing Development Private Limited remained as the partners thereof. On 22nd May, 2023 the remaining partners of the erstwhile partnership firm issued a public notice, *inter-alia,* in accordance with Section 37(b) of the Companies Act, 2013, expressing their intention to convert the same into a private limited company and in the said public notice it is expressly recorded that the object of the said conversion is "to take over the partnership firm M/s. Shreeji Constructions" On 23rd May, 2024 the erstwhile parentship firm addressed a letter to the Registrar of Firms seeking no objection for conversion of partnership to private limited company under the Companies

Act, 2013. On 13th June 2023 the partners of the erstwhile partnership firm addressed a letter to the Central Registration Centre, Ministry of Corporate Affairs, Government of India giving their consent for the conversion of the erstwhile partnership firm into Ruparel Shreeji Construction Private Limited. On 23rd June 2023 the erstwhile partnership firm has converted into Ruparel Shreeji Construction Private Limited, and certificate of incorporation was issued by the Registrar of the Companies, Ministry of Corporate Affairs, Government of India.

15. In the affidavit in reply before the Authority in the said complaint Ruparel Shreeji Constructions Private Limited stated that "*it is pertinent to note that the preliminary case of the complainant is that of alleged delay in possession. Transaction between the parties is governed by the agreement for sale dated 18th December 2018 (said agreement) which states that the possession timeline is caveated, this is evident from Clause 29 of the agreement for sale. The same strands frustrated as on today and incapable of specific performance,* ***as the flat in question does not exist***".

16. Aggrieved by the said contention of the Ruparel Shreeji Constructions Private Limited in the said complaint, whereby the Ruparel Shreeji Constructions Private Limited has totally denied the existence of the flat in question and the rights accrued to the appellants by virtue of the said agreement for sale dated 18.12.2018 executed by the appellants and Shreeji Construction, which entity has now converted into Ruparel Shreeji Construction Private Limited, the appellants have filed this appeal.

17. According to the appellants, the said approval of the application for recording in change of promoter on account of conversion of the existing promoter of partnership firm to private limited company, materially altered the rights and interests of the appellants as well as obligations and liabilities of the promoter with respect to the allottees and therefore the appellants have preferred this appeal challenging the said approval dated 30th August, 2024 for conversion of the Shreeji Construction to Ruparel Shreeji Construction Private Limited, in violation of Section 15 of the RERA Act, 2016.

18. The appellants have filed this captioned appeal challenging the said approval dated 30th August 2024 read with communication of the said approval by MahaRERA e-mail dated 30th August, 2024, seeking following reliefs:

"A) That the Hon'ble Appellate Tribunal be pleased to call for records and proceedings of the Application No. CR51800009954, filed before the said Authority and after examining the said records and proceedings, be pleased to to quash and set aside the said Impugned Order dated August 30, 2025;

B) Pending the hearing and final disposal of this Appeal, this Hon'ble Tribunal be pleased to stay the effect, implementation and enforcement of Impugned Order dated August 30, 2025;

C) Ad interim reliefs in terms of prayer (b) above;

D) Cost of this Appeal be provided for;

E) Such other and further relief which this Hon'ble Appellate Tribunal deems fit and proper in the nature and circumstances of the case be provided."

19. The appellants have also prayed for interim relief as set out in the memorandum of appeal that pending the hearing and final disposal of the appeal, the Tribunal may stay the impugned order dated 30th August 2024.

20. We have heard the learned Advocate for the parties. Shreeji Ruparel Constructions Private Limited has filed the reply to the said interim reliefs.

21. The learned Advocate for Shreeji Ruparel Constructions Private Limited has submitted that the appeal is not maintainable since the appellants have by-passed the remedy available with the MahaRERA. The appellants have challenged the administrative order dated 30th August 2024 passed by the MahaRERA before this Appellant Tribunal, which is misconceived and untenable. The said administrative order was passed by the MahaRERA in exercise of its administrative and regulatory functions after considering the application for conversion and supporting documents submitted by the respondents for conversion from a partnership firm i.e. Shreeji Construction to a private limited company i.e. Ruparel Shreeji Construction Private Limited. If the appellants have any grievance regarding the administrative order or any alleged violation of RERA, the appropriate remedy was to file a source complaint before the MahaRERA and seek adjudication of such grievances and ought not to have approached either before the Hon'ble Bombay High Court or this Tribunal.

22. The learned Advocate submitted that there is no violation of Section 15 of the RERA Act, 2016 by passing of the said impugned order for conversion of the promoter entity. The learned Advocate submitted that it is pertinent that change from Shreeji Construction, a partnership firm to a Ruparel Shreeji Construction Private Limited is a conversion of the promoter entity from a partnership firm to a private limited company by filing due process of law and not an independent transfer or assignment of the project to any third party. The MahaRERA by its circular dated 24A/2021 dated 23rd July 2021 (said circular) issued a clarification with respect to the procedure to be followed for the transfer or assignment of a promoter's right and liabilities in respect of a real estate project to a third party under Section 15 of the RERA Act, 2016. While reiterating the requirement of Section 15 of the RERA Act, 2016, the said circular categorically clarifies that the conversion of the partnership firm into a private limited company that does not affect the obligation and liabilities with respect to the allottees and does not require the prior written consent of the allottees. Section 15 of the RERA Act contemplates prior written consent of at least 2/3rd allottees and prior written approval of the Authority where the promoter transfers or assigns its majority rights and liabilities in respect of a real estate project to a third party. As clarified by the said circular, the conversion of the partnership firm into a private limited company is not a transfer or assignment to a third party, as the converted entity continues to bear the same obligations and liabilities with respect to the allottees. The rights of the allottees and the obligations owed to

them remained unaffected, and the approvals contemplated under Section 15 of the RERA Act, are not attracted. The said circular has clarified that conversion of a promoter entity under applicable law, including conversion of a partnership firm into a private limited company does not require the approvals contemplated under Section 15 of the RERA Act, 2016. Therefore, there is no such transfer of assignment of the project to any third party. The administrative order which is impugned in this appeal merely records change in the name of the promoter pursuant to a conversion duly covered under Explanation (ii), sub-clause (i) of the said circular for which two-third consents under Section 15 of the RERA Act, is not required. Ruparel Shreeji Constructions Private Limited has fully complied with the procedure prescribed under the said circular and the conversion has been effected strictly in accordance with the due process of law. Therefore, there is no violation of Section 15 of the RERA Act, 2016 as alleged by the appellants. There is no transfer of promoter or change in the constitution, as alleged by the appellants. It is merely a change of partnership firm into a private limited company without affecting the liability. Therefore, it does not have any merits and deserves to be rejected.

23. The learned Advocate further submitted that there is no violation of Section 14 of the RERA Act while plans were changed in the year 2021, prior to undertaking the relevant corrections/amendments to the sanctioned plans, the requisite prior written consent of not less than two-thirds of the allottees was duly obtained, in compliance with Section 14(2)(ii) of the

RERA Act, 2016. Further, in the year 2026 the prior written consent of not less than two-third of the allottees was once again duly obtained for seeking extension of the registration of the project up to 31st December 2027. The allottees of the project have thus, on two separate occasions, consented to the course of development undertaken.

24. The learned Advocate submitted that although the said consents are not on record, the Shreeji Ruparel Constructions Private Limited is willing to place on record the same as and when required. The learned Advocate also submitted that the requisite consent and supporting documents were submitted before MahaRERA and uploaded on the project login portal and thereafter were duly scrutinized by the Authority, which granted the relevant approval. The said approval has been granted by the statutory authority in the discharge of its official functions and the same has not been set aside or challenged on the ground of any deficiency in the consents. The burden lies upon the appellant to establish the alleged violation with cogent material. Thus, the prior written consent of not less than two-third was duly obtained in the year 2021 for the corrections/amendments to the sanction plans in compliance with Section 14(2) (ii) of the RERA Act, 2016 and once again in the year 2026 for extension of the registration of the project up to 31st December 2027. Therefore, there is no violation of Section 14 of the RERA Act, 2016. With these submissions, the learned Advocate for the Shreeji Ruparel Constructions Private Limited prayed to reject the interim reliefs as well as the appeal.

25. The learned Advocate for respondent no.2 has submitted that the appeal challenges the order dated 30.08.2025 passed by the Authority on a regulatory application filed by respondent no.3 for a change in name of the promoter, to which respondent no.2 is not a party to the said application or the said regulatory proceedings. The reliefs sought by the appellants are directed to the said impugned order and not against respondent no.2.

26. The learned Advocate submitted that the Authority heard the complaint CC125000892 of 2025 filed by the appellants and was disposed of by its order dated 16.01.2026. The appellants have not disclosed the said order dated 16.01.2026 in this appeal. In the order dated 16.01.2026, the Authority recorded in para 10 of the said order that the respondent no.2 appears to be a civil contractor, who has also been reflected as a promoter of the said project on account of its area share. The Authority further held that there is no transfer or assignment of development rights in the present case and that the change of name from Shreeji Constructions to respondent no.3 was approved by the Authority in accordance with the law and does not amount to change of promoter under section 15 of RERA. Thus, there is no violation of section 15 of RERA. The appellants have also not challenged the said order date 16.01.2026. What stands decided in the appellants' own complaint cannot be re-agitated collaterally through an appeal against an earlier interlocutory approval passed in the same complaint. The final order dated 16.01.2026 also rejected appellants' claim of the interest and compensation under section 18 of RERA as premature.

27. The learned Advocate further submitted that respondent no.2 is not a promoter of the project and the appellants' reliance on the word "co-promoter" in the records of the MahaRERA when the project was registered by Shreeji Constructions, is misconceived. Shreeji Constructions while registering the project with the MahaRERA disclosed respondent no.2 as co-promoter by virtue of area share arrangements between Shreeji Constructions and the respondent no.2. MahaRERA circular no. 12 of 2017 dated 04.12.2017 also stipulate that liabilities of such person (who is shown as co-promoter by virtue of area share arrangement) are co-terminus with the written arrangement governing the rights in the project. Respondent no.2 was so disclosed because, as a civil contractor, it was entitled under the construction contracts to an allotment of flats in lieu of its construction costs. That arrangement and the joint development agreement and power of attorney which followed it, were cancelled by the registered deed of cancellation dated 26.03.2021. There is no arrangement in force under which the respondent no.2 has any area share arrangement in the project. Further, the current MahaRERA webpage as on 30.09.2025 lists respondent no.3 alone under "promoter landowner" and does not show respondent no.2 as promoter, co-promoter or landowner at all. Therefore, respondent no.2 is not promoter within the meaning of section 2(zk) of RERA.

28. The learned Advocate submitted that the appeal is the withdrawn writ petition re-filed and the writ petition sought nothing against respondent no.2. The appeal is in substance a re-filing of writ petition (L) no 33163 of 2025, which the

appellants withdrew on 06.01.2026 with liberty to raise the contentions as raised in the said writ petition before this Tribunal. Every prayer in the said writ petition was directed against respondent no.1 and 3 and none was directed against respondent no.2. The liberty granted by the Hon'ble Bombay High Court cannot enlarge the case against respondent no.2, beyond what was never made against it in the first place.

29. The learned Advocate further submitted that the respondent no.2 was merely engaged as civil contractor pursuant to civil contract agreements executed with Shreeji Constructions- namely Civil Contract Agreement dated 21.04.2017 and Finishing Contract Agreement dated 30.05.2018 with Shreeji Constructions- under which respondent no.2 was to be paid for its construction work by the allotment to it flats in the sale building aggregating 21,100 sq. ft. area. The subject flat came to the share of the respondent no.2 under those contracts. It was for that reason Shreeji Constructions disclosed respondent no.2 under "co-promoter" details with type of arrangement as "area share" in the project, when the project was registered with the MahaRERA by the Shreeji Constructions. In the project, initially, the scope of work of respondent no.2 was strictly confined to construction of building. It did not extend to promotion, marketing, sale or delivery of units to purchasers, nor did it involve assuming responsibility for completion of the entire project. In law, civil contractor cannot be equated with the promoter within the meaning of section 2(zk) of RERA. Therefore, respondent no.2 does not fulfil the statutory definition of promoter or co-promoter and cannot be fastened

with liabilities and obligations that are exclusively attached to promoters or co-promoter.

30. The learned Advocate submitted that the appellants executed said agreement for sale where respondent no.2 was only a confirming party. The said agreement for sale is between Shreeji Constructions as the developer of the first part, respondent no.2 as the "contractor/confirming party" of the second part and the appellants as purchasers of the third part of the agreement for sale. Recital U of the agreement for sale records the construction contracts, clause 3 records that the subject flat coming to the share of respondent no.2 and slab wise installments as set out therein. The role of respondent no.2 under the said agreement for sale was limited to contractual interest in the subject flat. The obligations to development and completion of the project, obtaining requisite approvals and occupation certificate, handing over possession rested with the concerned promoter and not with the respondent no.2. Further, against the total consideration of Rs.1,01,87,524 for the subject flat, respondent no.2 has received only Rs.34,23,008/- from the appellants. These amounts were received by 31.03.2019. Thereafter, respondent no.2 issues demand notices dated 21.09.2023, 31.05.2024, and 17.10.2024 calling upon the appellants to pay further installments in accordance with the agreement for sale.

31. The learned Advocate further submitted that the respondent no.2 and Shreeji Constructions upon mutual discussion and deliberations agreed to cancel the civil contract agreements and connected agreements and documents namely civil contract

agreement dated 21.04.2017, finishing contract agreement dated 30.05.2018, memorandum of understanding dated 18.01.2020, joint development agreement and power of attorney both dated 16.10.2020. Accordingly, the deed of cancellation was executed on 26.03.2021. Pursuant to the said deed of cancellation, respondent no.2 ceased to have any responsibilities concerning overfall development of the project. Accordingly, no liabilities in respect thereof can be fastened upon respondent no.2. Notwithstanding the cancellation deed, respondent no.2 at no point disowned or disallowed its obligations arising out of the said flat to its share. Respondent no.2 consistently honoured remained commitments to its obligations arising out of the said agreement for sale. It was in that spirit to secure the allotment of the appellants with the reconstituted developer, respondent no.2 forwarded to the appellants, a draft supplementary deed to be executed by the appellants with the developer, respondent no.2 and respondent no.4.

32. The learned Advocate submitted that in the circumstances mentioned above, the respondent no.2 was impleaded in the said agreement for sale merely as a confirming party in respect of the subject flat, which formed the part of its area share entitlement. The role of respondent no.2 was strictly confined to contractual and commercial interests in the subject flat, including the entitlement to receive the consideration payment in respect thereof in accordance with payment schedule stipulated in the said agreement for sale. The respondent no.2 has acted strictly within the scope of the said limited role. The

mere entitlement of respondent no.2 to receive consideration or demanding the amounts due as per the said agreement for sale cannot be construed as respondent no.2 having undertaken the obligations of developer/promoter in respect of entire project. Even in the draft supplementary agreement for sale, respondent no.2 is shown as confirming party. Hence no liability can be fastened against the respondent no.2. With the submission, the learned Advocate for respondent no.2 played to dismiss the appeal with costs *qua* respondent no.2.

33. The learned Advocate for the respondent no.4 has submitted that there is no privity of contract between the appellants and respondent no.4. Further, respondent no.4 was not party before the Authority and there is no cause of action attributable to respondent no.4. Hence no orders can be passed against the respondent no.4. The transactions between the respondent no.4 and respondent no.3 promoter is not concerned with the appellants. The allegations made by the appellants against the respondent no.4 in the appeal are beyond the ambit of hearing before this Tribunal, being an issue civil in nature. Further, respondent no.4 has neither sold the subject flat to the appellants nor the respondent no.4 received any amounts for sale of the said flat to the appellants. There being no privity of contract, no orders can be passed against the respondent no.4. With these submissions, the learned Advocate for respondent no.4 prayed to dismiss the appeal with costs qua respondent no.4.

34. We have given due consideration to the averments made by the learned Advocates for the parties. We have given due consideration to the pleadings and material placed on record.

35. It is the contention of the respondent Shreeji Ruparel Constructions Private Limited that appellants have challenged the administrative order dated 30th August 2024 passed by the MahaRERA before this Appellant Tribunal, which is misconceived and untenable. The said administrative order was passed by the MahaRERA in exercise of its administrative and regulatory functions. If the appellants have any grievance regarding the administrative order or any alleged violation of RERA, the appropriate remedy was to file a source complaint before the MahaRERA and seek adjudication of such grievances and ought not to have approached either before this Tribunal.

36. We do not agree with the above contention. Section 44 of the RERA Act, 2016 provides for appeal before this Tribunal. Section 44(1) stipulates that the appropriate government or the competent authority or any person aggrieved by any direction or order or decision of the Authority or the Adjudicating Officer may prefer an appeal to the Appellate Tribunal. The said provision is very clear that if any person is aggrieved by **any decision** of the Authority, an aggrieved person can file appeal before this Tribunal against such decision. The impugned order in our view is the decision of the Authority on an application submitted by the respondent no.3 for conversion from a partnership firm i.e. Shreeji Construction to a private limited company i.e. Ruparel Shreeji Construction Private Limited.

Hence the appeal is maintainable before this Tribunal and hence we reject the said contention of the respondent.

37. The communication dated 30th August 2024 communicating the approval of the Authority dated 30th August 2024 was not on the records, therefore we deemed it fit to call for the records from the MahaRERA, whereby the approval dated 30th August 2024 was accorded by the Authority and accompanying documents along with the application submitted for conversion of the promoter's entity. Accordingly, we have received the said documents from the MahaRERA. We have carefully perused the said documents.

38. The controversy in this appeal is very narrow. Essentially, the seminal point in this appeal for our determination is that weather the change in name of promoter on account of conversion of the entity of the partnership firm, Shreeji Construction, who was promoter of the project at the record of the MahaRERA when the project was registered with the MahaRERA, to Ruparel Shreeji Private Limited, which is a private limited company, the new converted entity promoter will materially alter the obligations and liabilities of the converted promoter entity in respect of the allottees including the appellants, under the agreement for sale executed by the earlier promoter entity.

39. On examination of the application dated 5th July 2024 for the said conversion seeking approval to transfer or assign majority rights and liabilities in respect of real estate project to a third party, it reveals a following details in the application:

i) Promoter: Shreeji Construction;

ii) Third parties proposed promoters: Ruparel Shreeji Constructions Private Limited;

iii) Consent of two-third allottees not applicable (circular No.24A/2021 dated 23.07.2021)

iv) In Annexure B to the said application, wherein the list of new project professional is required to be mentioned, the applicant has stated that <u>there is no change since the promoter entity is the same</u>.

40. From the deed of reconstitution executed on 20th May 2023 it reveals that the following were the partners of Shreeji Construction:

a) Kirti Manharlal Mehta, (retiring partner),

b) Mona K. Mehta, (retired from the partnership)

c) Ruparel Housing Private Limited, (continuing incoming partner no.1),

d) Mr. Amit Ruparel (continuing partner no.2)

41. The record shows that Ruparel Shreeji Construction Private Limited is incorporated on 23rd June 2023 under the Companies Act, 2013 and the said company is "company limited by shares". From the Form No. INC-33 (E-memorandum of Association) pursuant to schedule 1 of the Companies Act, 2013 reveals that the object to be pursued by the company on its incorporation which states that "The **main object** of the company, to be pursued on the incorporation is as follows:

i) To take over the partnership firm M/s. Shreeji Construction **with all the assets and liabilities** and said partnership firm shall stand dissolved,

ii) To carry out the business of construction and development.

42. The share holdings of the said converted company are as follows:

a) Ruparel Housing Development Private Limited (9900 equity shares)

b) Amit Mahendra Ruparel (100 equity shares)

43. The Chartered Accountant's Certificate dated 10th June 2024 accompanying with the said application for conversion reveals that there is statement of calculation of receivables from the sales of real estate project, wherein the subject flat of the appellant does not figure. Further, the said certificate also shows that there is list of the unsold inventory wherein the subject flat purchased by the flat byers at Serial No.40. It thus makes it clear that the record which was submitted by the applicant for conversion of the name of the promoter discloses the subject flat as **unsold inventory** thereby refusing to recognize that the said flat has been already sold to the appellants by the erstwhile promoter entity which continues to be now conveyed to Ruparel Housing Private Limited.

44. It would be apposite to visit the said circular No.24A of 2021, 23rd July 2021 on which the respondents have placed reliance upon. The said circular reveals that the said circular prescribes the procedure for transfer or assigning the promoter's right and liabilities to a third party. Further, the said circular is in accordance with Section 15 of the RERA Act, 2016 wherein it is stipulated that the promoter shall not transfer or assign his majority rights and liabilities in respect of a real estate project

to a third party without obtaining prior written consent from two-third allottees except the promoter, and without prior approval of the Authority. It is pertinent to reproduce the Explanation to the said circular which is reproduced be*low:*

"Explanation: -

(i) For the purpose of this section, changes in (internal) shareholding constituents of a promoter's organization, that doesn't affect obligations and liabilities with respect to the Allottee(s) and the rights and liabilities of the promoter's organisation, shall not require the aforementioned approvals.

(ii) Any Conversion of the promoter of the entity under any statute, of

(i)Partnership Firm into LLP/Private Limited Company or

(ii) Conversion of Private Limited Company or unlisted Co. to a LLP or otherwise;

(iii) Proprietorship change by succession to legal heirs Shall not require the aforementioned approvals."

45. In the instant case, the original promoter partnership firm is converted to public limited company with the same partners of the partnership firm as shareholders of the new entity private limited company. In such a case, it does not affect the obligations and liabilities with respect to the allottees. All the assets and liabilities of the original partnership firm are taken over by the new entity i.e. private limited company. In this context, the two-third allottees consent is not required. However, it will require approval of the Authority. It is pertinent

that in the Form-INC-33, E-memorandum of Association, pertaining to the Schedule-I of the Companies Act, 2013 submitted to the Ministry of Corporate Affairs on which basis the Ministry of Corporate Affairs has accorded the Certificate of Incorporation under Section 7(2) (8)(i) of the Companies Act, 2013 and Rules 2014 as clearly stated that the main objects of the company to be pursued on incorporation among others to take over the partnership firm M/s. Shreeji Construction **with all the assets and liabilities** and on such take over the firm shall stand dissolved.

46. Under RERA Act, the promoter is defined under Section 2(zk) which also include a partnership firm. When a partnership firm converts itself to private limited company under Chapter XXI, Part-I of the Companies Act, 2013, the partnership firm ceases to exist and new legal entity i.e. company comes into existence. Therefore, upon change from partnership form to private limited company, the legal status changes. If the same partners of the erstwhile partnership firm have now become shareholders with the same shareholdings, this is considered as change in constitution/name correction, and it is not a full Section 15 transfer. In this context, the allottees' consent under section 15(i) is waived, and only the approval of the Authority is required. However, if the shareholders are different and or new investors is added during the said conversion, then it is treated as full section 15 transfer and in such a case two-third allottees consent and approval of the Authority is mandatory.

47. In the present case, in the application for change of promoter, it has been clearly mentioned that "*the applicant therein has*

submitted that the consent of two-third allottees to seek permission to said transfer is not required in view of the circular No.24A/2021 dated 23rd July 2021". Therefore, by their own admission, since the conversion from partnership firm with identical partners to private limited company with the same shareholders does not affect the rights and interests of allottees and obligations and liabilities of the converted entity with respect to the allottees. Further, by the said conversion the private limited company in its application has clearly mentioned its main object to be pursued on the incorporation "is to take over the partnership firm M/s. Shreeji Construction **with all the assets and liabilities** and on such take over the firm shall stands dissolved". Such conversion automatically transfers all rights and liabilities of the erstwhile promoter entity into the new converted entity i.e. private limited company.

48. We have perused the approval accorded by the Authority dated 30th August 2024, the application for recording change in the name of promoter on account of conversion of the existing promoter partnership firm to a private limited company for the project P51800007630 and related documents on the record of the MahaRERA. The said note of MahaRERA shows existing promoter as Shreeji Construction, a partnership firm and incoming promoter as Ruparel Shreeji Construction Private Limited a private limited company. For ready reference, the said approval note which has been approved by the MahaRERA is reproduced below:

> *"Ruparel Shreeji Construction Pvt. Ltd, the incoming promoter has submitted an application under Section 15*

of the Real Estate (Regulation and Development) Act, 2016, for transferring/assigning the rights and liabilities in the real estate project being undertaken by Shreeji Construction, the existing promoter in their favour i.e. in favour of Ruparel Shreeji Construction Pvt. Ltd (pages 1 to 3). The reason for transfer as indicated in the application is as follows:

"Funding Requirement."

Consent of 2/3rd allottees has not been submitted. Party in Annexure 'A' has stated that the mandate for submitting 2/3rd consent of allottees is not applicable in view of clarification given by MahaRERA under Circular No. 24A of 2021. Since the case under reference relates to conversion of the existing promoter a Partnership Firm into a Private Limited Company submitting of 2/3rd consent of allottees is not insisted upon.

Annexure 'B' has been submitted in which required particulars has been stated and the documents as called for therein has been submitted. A brief write-up on the present status of the project as well as encumbrances status has also been stated in the said Annexure (page 5 and 75 to 139).

Declaration Form - B has been submitted by the incoming promoter and the same is found in order. In this Declaration the time period to complete the project is recorded as 31.12.2025 which is the same date as recorded at MahaRERA promoter webpage (pages 7 to 11).

Annexure 'C' being the joint declaration required has been submitted which shows year wise amounts deposited/withdrawn and the balance available in the designated RERA account (page 13).

Party has submitted copy of the document dated 20.05.2023, titled as Deed of Retirement And Reconstitution. From this document it is seen that the partners of the existing promoter, Shreeji Construction a Partnership Firm with effect from 26.05.2021 were 1) Ruparel Housing Development Private Limited and 2) Amit M. Ruparel and their respective share in the profit and loss of the said Partnership Firm is in the ratio of 99.1 (pages 15 to 39).

Party has submitted copy of the Memorandum of Association of the Private Limited Company, Ruparel Shreeji Construction Private Limited, the incoming promoter. From this document it is seen that one of the main objects of the incoming promoter, Ruparel Shreeji Construction Private Limited on incorporation is to take over all the assets and liabilities of the Partnership Firm, Shreeji Construction, the existing promoter. It is further seen from the above-referred document that Ruparel Housing Development Private Limited represented by Parikshit Madanmohan Sharma and Amit Mahendra Ruparel have subscribed to the shares of the incoming promoter, Ruparel Shreeji Construction Private Limited in the ratio of 99:1 (pages 41 to 51).

Party has submitted copy of the Articles of Association of the incoming promoter, Ruparel Shreeji Construction Private Limited. From this document it is noticed that the first directors of the incoming promoter, Ruparel Shreeji Construction Private Limited are Amit Mahendra Ruparel and Parikshit Sharma (pages 53 to 67).

Party has submitted copy of the Certificate of incorporation dated 23.06.2023, issued by the office of the Registrar of Companies, Central Registration Centre, Ministry of Corporate Affairs, Government by India. From this document it is noticed that the incoming promoter, Ruparel Shreeji Construction Private Limited is incorporated on 23.06.2023 and that the said Private Limited Company is Limited by shares (pages 69 to 73).

In view of the above, the application of incoming promoter, Ruparel Shreeji Construction Private Limited to record the change in the name of the existing promoter from Shreeji Construction to Ruparel Shreeji Construction Private Limited on account of conversion of the Partnership Firm to a Private Limited Company requires consideration and may be approved."

The said note is approved by the Chairperson of the MahaRERA on 30.08.2024 and its approval communicated by email dated 30.08.2024.

49. From the above, it is clear that the said application regarding change in the name of the promoter is under Section 15 of the RERA Act, 2016. Further, since the partners in the erstwhile partnership firm viz: Shreeji Construction remains shareholders

of the Ruparel Shreeji Construction Private Limited. Further, the share of profit and loss of the partners in the partnership firm is the same as the shareholding of the said partners in the private limited company as shareholders of the said company. Therefore, the shares of the shareholders of the incoming promoter have not changed from that of their share in profit/loss in the partnership firm. Therefore, as per the said MahaRERA circular, the said conversion does not affect the rights and interests of the allottees as well as obligations and liabilities of the Shreeji Ruparel Constructions Private Limited, with respect to the allottees including the appellants. What has been done in the present case is that since it is the conversion from partnership firm to private limited company does not affect the rights and interests of the allottees and obligations and liabilities with respect to the allottees, the requirement of two-third consent of the allottees is waived. Thus, the said approval for conversation in no manner affects the liabilities of respondent no.3 Shreeji Ruparel Constructions Private Limited towards the allottees including the appellants and they are bound by the agreement for sale dated 18.12.2018 executed by the erstwhile partnership promoter entity with the appellants.

50. Section 15 of the RERA Act, 2016 is reproduced below:

> *"15. (1) The promoter shall not transfer or assign his majority rights and liabilities in respect of a real estate project to a third party without obtaining prior written consent from two-third allottees, except the promoter, and without the prior written approval of the Authority:*

Provided that such transfer or assignment shall not affect the allotment or sale of the apartments, plots or buildings as the case may be, in the real estate project made by the erstwhile promoter.

Explanation-. For the purpose of this sub-section, the allottee, irrespective of the number of apartments or plots, as the case may be, booked by him or booked in the name of his family, or in the case of other persons such as companies or firms or any association of individuals, by whatever name called, booked in its name or booked in the name of its associated entities or related enterprises, shall be considered as one allottee only.

(2) On the transfer or assignment being permitted by the allottees and the Authority under sub-section (1), the intending promoter shall be required to independently comply with all the pending obligations under the provisions of this Act or the rules and regulations made thereunder, and the pending obligations as per the agreement for sale entered into by the erstwhile promoter with the allottees:

Provided that any transfer or assignment permitted under provisions of this section shall not result in extension of time to the intending promoter to complete the real estate project and he shall be required to comply with all the pending obligations of the erstwhile promoter, and in case of default, such intending promoter shall be liable to the consequences of breach or delay, as the case

may be, as provided under this Act or the rules and regulations made thereunder."

51. The said provision states that such transfer or assignment shall not affect the allotment or sale of apartments or plot or the building, as the case may be, in the real estate project made by the erstwhile promoter entity. Admittedly, the applicant in the said application for conversion has placed reliance on MahaRERA circular 24A/2021 dated 23.07.2021, contending that the consent of allottees is not required. Further, the said circular is issued for clarification with regard to Section 15 of RERA. Therefore, the new incoming promoter entity Ruparel Shreeji Construction Private Limited is bound to discharge all the functions and obligations towards the allottees of the erstwhile promoter entity i.e. Shreeji Construction, arising out of the provisions of the RERA Act, 2016 as per the section 15 of the said Act.

52. In the present case, the appellants have purchased a flat No.1203, A-Wing vide registered agreement for sale dated 18.12.2018 executed by the erstwhile promoter entity prior to its conversion, a partnership firm Shreeji Construction, for total consideration of Rs.1,01,87,524/-. Further, the appellants allottees have paid part consideration as recorded in the said agreement for sale. Hence, the respondent no.3 Ruparel Shreeji Constructions Private Limited, new converted promoter entity is bound by the said agreement for sale. Further, it is matter of record that the respondent no.2 is recorded as co-promoter of the project at the time of registration of the project. Further respondent no.2 and 4 have executed development agreement

for construction of the project. Therefore, all the respondents no.2 to 4 are jointly and severally liable to discharge all the functions and obligations under the provisions of the RERA Act, 2016. Therefore, all the respondents no.2-4 are obligated to hand over possession of the said flat along with occupation certificate to appellants, strictly in accordance with the said agreement for sale and cannot alter any terms and conditions in the said agreement for sale including consideration, agreed due date of possession, etc. without prior express consent of the appellants.

53. It is the contention of the respondent no.2 that it was merely a confirming party to the said agreement for sale, and its contractual and commercial interests are *qua* the flats allotted to the respondent no.2 as its area share of 21,100 sq. ft. as per the civil contractor, who has entered into civil contract agreement dated 21.04.2017, Finishing Contract Agreement dated 30.05.2018, memorandum of understanding dated 18.01.2018 and joint development agreement and power of attorney both dated 16.10.2020 with the Shreeji Constructions, promoter of the project. Further, since the respondent no.2 has executed deed of cancellation dated 26.03.2021 of these agreements mentioned above, respondent no.2 is no more co-promoter of the project and therefore no liabilities can be fastened upon the respondent no.2 in respect of the subject flat.

54. We do not agree with the above contention of the respondent no.2. At the time of execution of the agreement for sale, the respondent no.2 was co-promoter at the records of the MahaRERA by virtue of area share arrangement with Shreeji

Constructions, promoter and accordingly was disclosed in the registration application when the project was registered under the provisions of RERA Act, 2016. Admittedly, even as on date the respondent no.2 holds area share of 21,000 sq. ft. in the said project. The said flat was sold to the appellants out of the share of the respondent no.2. Clearly, the respondent no.2 engaged in marketing of the flats coming to its share. Further the respondent no.2 also received the part consideration of Rs.34,23,008/- from the appellants towards the said flat. It is also pertinent, even after deed of cancellation dated 26.03.2021 of the arrangement with the Shreeji Constructions, the respondent no.2 raised the demands for further installments from the appellants on 21.09.2023, 31.05.2024, and 17.10.2024. Further, the respondent no.2 has also contended that it is entitled to receive the balance consideration in accordance with the said agreement for sale.

55. It is the contention of the respondent no.4 that it has no privity of contract with the appellants and flat is not sold by it nor received any consideration amounts form the appellants. Therefore, no liabilities can be fastened against the respondent no.4. We do not agree with above contention of the respondent no.4. By virtue of development agreement, the respondent no.4 also falls within the meaning of promoter under section 2(zk) of RERA. It is not necessary that the appellants/allottees execute agreement for sale with each of the promoters. All the promoters are jointly and severally liable to the allottees under the provisions of RERA.

56. It is pertinent that said supplementary agreement dated 15.12.2023 shared by respondent no.2 with the appellants discloses that the Shreeji Construction is the promoter of the project and respondent no.4 is the confirming party no.1 and respondent no.2 as confirming party no.2. It further represents that Shreeji Construction and respondent no.2 had entered into a joint development agreement dated 16th October 2020 to jointly develop the project. The respondent no.4 is the developer of the adjoining properties and Shreeji Construction and respondent no.4 have agreed to jointly develop the land at which the project is situated along with adjoining properties. Further, the receivables *qua* the subject flat are payable to respondent no.2.

57. In view of the facts and circumstances mentioned above, we are of the considered view that the respondent no.2 and respondent no.4 are jointly liable along with Shreeji Constructions now converted entity Ruparel Shreeji Constructions Private Limited for all the obligations and liabilities towards the appellants in respect of the subject flat arising out of provisions of the RERA.

58. We note that by the said draft supplementary agreement for sale, the respondents have tried to alter the terms and conditions in the agreement for sale executed by the erstwhile promoter entity such as consideration, possession date, etc., which is impermissible in law in view of the discussion above.

59. We also note that from the quarterly report of the Chartered Accountant dated 10.06.2024 in the MahaRERA record which reveals that the said flat is shown as unsold inventory thereby

negating the agreement for sale dated 18.12.2018 executed by the erstwhile promoter entity and by that the new converted promoter's failure to discharge the liabilities of the erstwhile promoter strictly in accordance with the agreement for sale. It is pertinent to note that in the affidavit in reply before the Authority in the said complaint Ruparel Shreeji Constructions Private Limited stated that "*it is pertinent to note that the preliminary case of the complainant is that of alleged delay in possession. Transaction between the parties is governed by the agreement for sale dated 18th December 2018 (said agreement) which states that the possession timeline is caveated, this is evident from Clause 29 of the agreement for sale. The same strands frustrated as on today and incapable of specific performance,* ***as the flat in question does not exist***". Thus, the respondents are attempting to deny even the existence of the subject flat purchased by the appellants.

60. In view of the above conduct of the converted promoter respondent no.3, Shreeji Ruparel Constructions Private Limited, respondent no.2, and respondent no.4 forcing the appellants to execute the supplementary agreement thereby materially altering the terms and conditions of the original agreement for sale such as new consideration amount, possession date etc. and by the said quarterly report of the Chartered Accountant dated 10th June, 2024 showing the said flat as unsold inventory clearly demonstrate the attempt of the converted promoter Shreeji Ruparel Constructions Private Limited and other respondents no.2 and 4 to negate the claim of the appellants is impermissible and therefore in our view the appellants/allottees

are required to to protected of their rights and entitlements in accordance with the said agreement for sale dated 18.12.2018.

61. However, we do not find any illegality of the approval of the Authority for the conversion from partnership entity namely Shreeji Constructions, the promoter of the project, to Ruparel Shreeji Constructions Private Limited, a private limited company by its approval note dated 30.08.2024. Further said approval does not require the consent of the 2/3rd of the allottees since such conversion does not alter in any manner the rights and interests of the allottees including appellants as per the said agreement for sale dated 18.12.2018 nor obligations and liabilities of the new converted promoter in respect of the allottees including the appellants arising from the provisions of RERA Act, 2016 as a result of the said conversion approval. In our view this is required to be explicitly clarified.

62. In view of the discussion above, we proceed to pass the following order.

ORDER

1. The impugned approval note dated 30.08.2024 of the Authority for approving the application for change of promoter from "Shreeji Construction", a partnership firm to "Ruparel Shreeji Construction Private Limited", a private limited company in MahaRERA project bearing registration no. P51800007630, subject to compliance of the provisions of Real Estate (Regulation and Development) Act, 2016 and Rules and Regulations made thereunder and subsequent email communication dated 30.08.2024 from the MahaRERA is upheld with following directions.

a) The respondents No.2-4 shall not create any third-party rights or interests in the subject flat purchased by the appellants vide agreement for sale dated 18.12.2018 from the erstwhile promoter Shreeji Construction, a partnership firm, which now has converted into respondent no.3 Ruparel Shreeji Construction Private Limited.

b) The respondents no.2-4 are jointly and severally obligated to discharge all the functions and liabilities of promoter arising out of RERA Act, 2016 towards the appellants and are bound by the said agreement for sale dated 18.12.2018 including consideration amount, date of possession, other terms and conditions, etc. as stipulated in the said agreement for sale, executed by the erstwhile promoter entity Shreeji Construction with the appellants.

c) The respondents no.2-4 shall jointly and severally be liable to hand over the possession of the subject flat to the appellants with occupation certificate in terms of the agreement for sale.

2. In view of the above directions, nothing further survives for our consideration in the captioned appeal AT10/00300 of 2026 and the same is disposed of in above terms.

3. With the disposal of the captioned appeal, the MA 1946 of 2026 does not survive and the same is also disposed of.

4. Parties shall bear their own costs.

5. Copy of this Order be communicated to the Authority and the respective parties as per Section 44(4) of RERA Act, 2016.

(SHRIKANT M. DESHPANDE) **(S.S. SHINDE, J.)**

D.B. Mulla