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

**Complaint No. CC12502984**

1. Alok Kumar Singh
2. Himani Kumari Kukreti8
3. Satish Shjukre,
4. Gajanan Pralhad Giri,
5. Suryakant Shrimant Kadam ... Complainants

***Versus***

Intofinity Promoters Private Limited ... Respondent

**MahaRERA Project Registration No. P52100046027**

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

Ld. Adv. Alok Kumar appeared for the complainants.

Ld. Adv. Diksha Dhoka appeared for the respondent.

**FINAL ORDER**

(Order Pronounced on Monday, 5th January 2026)

(Matter reserved for orders on 14-10-2025)

**(Hearing Through Hybrid Mode)**

1. The complainants above named has filed this online complaint before the MahaRERA on 24-08-2025 mainly seeking directions from the MahaRERA, to direct respondent to immediately stop and remove the transformer/DG room structure constructed in violation of the sanctioned layout plan of Phase 1, as prescribed under the provisions of the Real Estate (Regulation & Development) Act, 2016 (hereinafter referred to as 'RERA') in respect of booking of Flat No. 102, 201, 202, and 203 Tower A1 (hereinafter referred to as "the said flat") in the respondent's registered project known as "**Kohinoor Kaleido**" bearing MahaRERA registration No. **P52100046027** located at New GAT No 1321 Hissa No 1 to 7, Taluka Haveli, Dist. Pune (hereinafter referred to as the 'said project').

2. This complaint was heard by MahaRERA on several occasions and the same was heard finally on 14-10-2025 as per Circular no. 49 dated 12-09-2025 issued by MahaRERA for hearing of complaints through Hybrid Mode. Both the parties have been issued prior intimation of this hearing, and they were also informed to file their written submissions if any. On the said dates of hearing, both the parties appeared as per their appearances

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

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

**i)** **<u>On 22-09-2025 :</u>**

***"First Hearing Matter"***

***"The complainants are present. The respondent is absent. The MahaRERA has pointed out to the complainants that - i) the date of completion as per the agreement for sale is December 2027, ii) the complainants are raising issues which are rightly to be dealt with by the planning authority and iii) only a handful of the complainants have filed this complaint out of the total allottees in the said project. On the above grounds, this complaint prima facie is not maintainable. However, the respondent may file its reply to the complaint on maintainability within a period of two weeks i.e. by 06-10-2025. Further 1 week's time i.e. till 13-10-2025 is granted to complainants to file a rejoinder to the reply of the respondent. List the matter for next hearing on 14-10-2025 for arguments on the issue of maintainability of this complaint. The Registry is also directed to get the report from the planning authority on the issues raised by the complainants."***

**ii)** **<u>On 14-10-2025:</u>**

***"Both the parties are present. Admittedly, the respondent has filed a reply cum written submissions on 06-10-2025 and the complainant has filed a rejoinder on 10-10-2025. According to the respondent, the transformer location has been changed to the present location to which the complainants have objection subsequent to an inspection by the MSEDCL. Accordingly, the respondent has applied for revised sanction, including additional four floors as well for approving the present location of the transformer as per the directions of MSEDCL. However, the complainants have pointed out that the construction has almost been completed (painting is on) and this shows that the respondent has prematurely constructed the said transformer room even before the revised sanction was obtained from the Planning Authority. The complainant has also provided a detailed list of documents showing that the location of the transformer was never in front of the Phase I building. Both parties must file additional written submissions, within a further period of two weeks i.e. by 20-10-2025. The matter is accordingly reserved for orders suitably after 20-10-2025 based on the arguments in the hearing, the reply, rejoinder, written submissions and the documents uploaded by the parties."***

4. Pursuant to directions in the aforesaid hearing, the complainants have filed their written submissions on 28-10-2025 and respondent has filed its final reply on 18-11-2025. The same are accepted and taken on record. Hence, the MahaRERA has perused the available record.

5. It is the case of the complainants that they are allottees of Flat Nos. 102, 201, 202, and 203 in Tower A1 of the project "Kohinoor Kaleido – Phase 1" situated at Wagholi, Pune. At the time of booking, the project was marketed and sanctioned with an open frontage in front of Phase 1, Building A1, as reflected in the approved Phase 1 layout plan and promotional 3D model visuals. The complainants submitted that the respondent has constructed a Transformer/DG room directly in front of Phase 1, which does not exist in the sanctioned Phase 1 layout plan (Annexure D – RERA Registration No. P52100046027) nor in the sanctioned Phase 2 layout plan (Annexure E – RERA Registration No. P52100078107), thereby rendering the said structure unauthorized and illegal. It is submitted that the said construction obstructs the promised open frontage and view of the complainants' flats, poses safety and environmental risks due to proximity of the Transformer/DG room to residential units, violates sanctioned layout plans, and amounts to deficiency in service and unfair trade practice. The project was marketed and sold with representations of an open and unobstructed view, as reflected in the sanctioned layout plan and 3D model provided at the time of booking (Annexure C). The respondent had assured that no permanent structure would block the frontage of the complainants' flats, thereby attracting violation of Section 12 of RERA. It is further submitted that despite repeated follow-ups for over a year, including personal visits and emails, the respondent failed to provide any written clarification or documentary proof of authorization. During a recent oral communication, the respondent's representative admitted that no PMRDA approval or commencement certificate exists for the Transformer/DG room and that no revised layout has been uploaded on the RERA portal despite more than one year having elapsed since deviation from the sanctioned plan. The complainants submitted that the respondent is attempting to justify the construction as "basic infrastructure"; however, under Section 14(2) of RERA, any change to the sanctioned plan requires prior approval of the Authority and consent of the allottees. The respondent's own photographic report (Annexure F) states that the Transformer/DG room pertains to Phase 2, yet the same has been constructed in front of Phase 1 flats, amounting to misrepresentation and breach of trust. It is submitted that the structure was constructed post-sale of the lower-floor flats, after showcasing an open view, to clear land for Phase 2 development. The respondent has refused to remove the structure and has not provided any written justification for altering the project layout without consent. Accordingly, the complainants have alleged violation of Sections

11(4), 12, 14(1), 14(2), and 18(1)(c) of RERA, and prayed for directions to remove the Transformer/DG room. In the alternative, they have sought compensation under Section 18 of RERA for diminution in property value, loss of rental prospects, and mental agony, along with directions to strictly adhere to the sanctioned Phase 1 layout plan, disclose sanctioned plans including revisions, clarify the legal status of the impugned structure, and award costs.

6. The respondent filed its written statement on 06-10-2025, seeking dismissal of the complaint on grounds of maintainability and lack of merit, contending that the grievances are premature as the project is ongoing and progressing as per sanctioned timelines. It was submitted that, as per the registered Agreements for Sale, the stipulated date of completion is 30-12-2027, and therefore the complaint is filed prior to the agreed completion date. The respondent submitted that the issues raised pertain to common infrastructure and statutory compliances falling within the jurisdiction of competent authorities and are not maintainable at the instance of a few individual allottees. It was further submitted that only 5 allottees have filed the complaint out of the total number of allottees in Phase 1, and in the absence of consent of the majority, such collective reliefs cannot be granted. Without prejudice, the respondent relied upon a declaration of its licensed Architect dated 28-08-2025, stating that the modification involved only a marginal shifting of the transformer due to site constraints, that the alteration is minor in nature, does not affect apartment layouts or common areas, and is permissible under Section 14(2)(ii) of RERA. It was submitted that the modification would be reflected in the revised sanctioned plans to be issued by the competent authority. The respondent prayed for dismissal of the complaint with exemplary costs.

7. The complainants filed their rejoinder dated 12-10-2025, submitting that the complaint is maintainable as it arises from a post-sale deviation in the sanctioned layout, namely the unauthorized construction of the Transformer/DG room directly impacting their flats. It was submitted that the construction has already been completed, giving rise to an immediate cause of action. The complainants submitted that under Section 31 of RERA, even a single aggrieved allottee has locus standi where the violation affects property rights, open view, ventilation, safety, noise, pollution, and livability. It was submitted that the respondent commenced and completed the construction without obtaining prior PMRDA approval and without consent of two-thirds of the allottees as mandated under Section 14(2) of RERA. It was further submitted that the respondent failed to place any valid sanctioned plan or approval on record and that reliance on an architect's certificate is untenable in the absence of statutory approval. The complainants prayed for rejection of the respondent's objection

on maintainability, for a report from PMRDA on sanction of the structure, and for directions to remove or relocate the unauthorized construction, along with costs.

8. The respondent filed its final reply on 18-11-2025, reiterating earlier submissions and stating that approval from the competent authority is in process, having applied for revised sanction on 16-12-2024. It was submitted that consent of two-thirds of the allottees under Section 14(2) of RERA is required only where material alterations are proposed voluntarily and not where changes are necessitated by directions of statutory authorities. The respondent submitted that the transformer relocation was undertaken pursuant to MSEDCL's written directive under the Electricity Act, 2003, and that Sections 11(4)(a), 12, and 18 of RERA are not attracted as no material alteration or deviation has occurred. Accordingly, dismissal of the complaint was prayed.

9. The complainants filed final rejoinders on 18-11-2025 and 04-12-2025, submitting that the respondent's own inward letter dated December 2024 confirms that construction commenced in May 2024, whereas the revised sanction was applied for only in December 2024, thereby conclusively establishing that the construction was carried out without prior PMRDA approval. The complainants reiterated their earlier submissions.

10. The MahaRERA has examined the rival submissions made by both the parties and also perused the available record. The complainants, being the allottees of the said project, have approached the MahaRERA by filing this complaint under Section 31 of RERA, mainly alleging violations of Sections 12 and 14 of RERA by the respondent, inter alia contending that the respondent has carried out construction of a Transformer/DG room which was not disclosed in the sanctioned layout plan at the time of booking or execution of the agreements for sale, and that such construction was undertaken without obtaining the consent of the allottees.

11. The respondent has refuted the aforesaid claims of the complainants mainly raising the issue of maintainability of this complaint on 3 main grounds such as :- (i) that the issue of alleged unauthorized construction falls within the domain of the competent planning authority;(ii) that the complaint is premature as the agreed date of possession under the agreements for sale is 31-12-2027; and(iii) that the complainants, in their individual capacity, are raising issues which are collective in nature and affect all allottees of the project.

12. In view of the aforesaid objections, the MahaRERA needs to first decide the said issue of maintainability of this complaint raised by the respondent being a preliminary issue before dealing with the facts of this complaint on merits.

13. Accordingly, as directed by the MahaRERA both parties have submitted their respective say on the said issue of maintainability raised by the respondent.

14. Be that as it may, in the present case, as regards the issue at point (i) raised by the respondent, the MahaRERA is of the considered view that although sanctioning and approval of building plans fall within the jurisdiction of the competent planning authority, allegations relating to deviation from sanctioned plans without disclosure or consent of the allottees squarely fall within the scope of Section 14 of RERA. Therefore, whether the promoter has violated Sections 14(1) and 14(3) of RERA by carrying out construction not reflected in the sanctioned layout plan is a matter well within the adjudicatory jurisdiction of MahaRERA. Hence, the said objection on lack of jurisdiction stands rejected.

15. With respect to the issue at point (ii), that the complaint is premature, the MahaRERA has noticed that the said grievance of the complainants is not confined merely to delay in possession but extends to alleged misrepresentation, nondisclosure, and deviation from sanctioned plans. The jurisdiction of MahaRERA under Sections 12 and 14 of RERA is not contingent upon the agreed date of possession. A complaint filed before the MahaRERA alleging misrepresentation or unauthorized deviation can be entertained at any stage once such cause of action arises. Hence, the objection that the complaint is premature is devoid of merit and stands rejected.

16. As regards the issue at point (iii), namely that the issues raised are collective in nature, the MahaRERA is of the considered view that there is substance in the said contention. It is ostensibly because, the said reliefs sought by the complainants pertain to matters affecting the project layout, common infrastructure, transformer location, access roads, structural alterations, and other aspects having a bearing on all allottees of Phase 1 and, in certain aspects, the project as a whole.

17. Moreso, the complainants have not placed on record any material to show that they have been authorized by a majority of the allottees, or by any registered association or society of



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the project, to espouse such collective causes. In the absence of such authorization, issues of a collective nature cannot be adjudicated in a complaint filed by a few allottees in their individual capacity.

18. In view of the above, the MahaRERA is therefore of the considered view that although the allegations relating to Sections 12 and 14 of RERA may be within the jurisdiction of MahaRERA, the present complaint, in its existing form, seeks reliefs which are predominantly collective and project-wide in nature and hence is not maintainable at the instance of the complainants ( filed in their own individual capacity).

19. Consequently, , on the limited ground of maintainability relating to collective issues, the present complaint is held to be not maintainable, without entering into the merits of the allegations raised in this complaint. However, the complainants are at liberty to file a fresh complaint seeking reliefs strictly confined to their individual grievances, if any, in accordance with law or through the duly constituted association or society of allottees formed in the said project raising common or collective issues, in accordance with the provisions of RERA.

MAHESH DINKAR PATHAK
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(Mahesh Pathak)

**Member – 1/MahaRERA**