

BEFORE THE MAHARASHTRA REAL ESTATE REGULATORY AUTHORITY MUMBAI

Complaint No. CC12400158

Investez LLP Through its Partner Abubaker Memon ... Complainant

Versus

Godiva Properties Private Limited ... Respondent

MahaRERA Project Registration No. P52100028796

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

Ld. Adv. Pratik Pawar appeared for the complainant – through VC.

Ld. Adv. Diksha Dhoka appeared for the respondent – through VC.

ORDER

(Order Pronounced on Tuesday, 16th December 2025)

(Matter Reserved for Order on 23-09-2025)

(Hearing Through Hybrid Mode)

1. The complainant above named has filed this online complaint before the MahaRERA on 19-09-2024, mainly seeking directions from the MahaRERA, to the respondent – promoter, i) to change the parking allotted to the complainant and provide 2 safer and adequate parking slots either in P1, P2 or P3 parking levels, ii) to install a separate electricity meter for the unit 607, and iii) compensation, under the provisions of the Real Estate (Regulation & Development) Act, 2016 (hereinafter referred to as 'RERA'), in respect of the booking of a flat bearing No. 607, Tower 3 in the respondent's registered project known as "**Kohinoor World Tower Phase 1**" bearing MahaRERA project registration No. **P52100028796**, located at Haveli, Dist. Pune.
2. This complaint was heard by the MahaRERA on several occasions and the same was finally heard on 23-09-2025 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, and they were also informed to file their written submissions if any. Accordingly, both parties appeared and made their submissions.
3. After hearing the arguments of both parties, the following Roznama was recorded in this complaint –

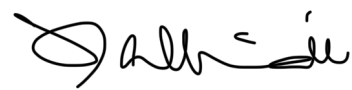
On 17-07-2025

The complainant is present. The respondent is present (appeared later). The complainant is directed to upload the entire legible copy of the agreement for sale in the complaint within a period of one week i.e. by 22-07-2025. Subsequent to which the respondent may file its reply to the complaint within a period of 3 weeks i.e. by 12-08-2025. The complainant may file a rejoinder within a further period of 4 weeks i.e. by 09-09-2025. The complainant has prayed for allotment of alternate parking since the parking allotted to the complainant is not usable. Admittedly, the OC for the flat of the complainant was received in September 2023. The matter is accordingly adjourned to 23-09-2025 for final arguments by both the sides.

On 25-09-2025

Both parties are present. The respondent has filed its reply to the complaint and the complainant has filed a rejoinder to the said reply. Two covered parking spaces are mentioned in the agreement for sale of February 2022 and admittedly, the complainant has been handed over possession. The respondent has also pointed out that in the parking allotment letter issued in May 2024 the parking slot/ numbers have been indicated. However, since the partners of the investment - partnership firm, which is the complainant, are changed, subsequent to that, the said complaint has arisen and according to the respondent, no other allottee has any complaint about the parking. However, the complainant has refuted these contentions of the respondent and have provided a photo as to how the said parking is unsafe, unusable and nonstandard. Hence, it is asking for change of the parking so that the sufficient size parking without any obstruction is available to the complainant. In view of above, both parties may file their written submissions within a period of one week i.e. by 30-09-2025. Subsequently the matter would be reserved for order based on the arguments in the hearing as well as the reply, rejoinder and written submissions filed.

4. Accordingly, the complainant has filed his written submissions on record of MahaRERA on 29-09-2025 along with other documents. The respondent has also uploaded 'Final Reply' on record of MahaRERA on 30-09-2025. The same are accepted and taken on record.
5. It is the case of the complainant that he booked the said flat in the respondent's registered project, pursuant to which a registered agreement for sale dated 22-02-2022 was executed between the parties. The said unit, along with two car parking spaces, was booked for a total consideration of Rs.1,80,61,300/-, which has been fully paid by the complainant. Possession of the said unit was handed over to the complainant on 27-05-2024, and a parking allotment letter was issued allotting stack parking Nos. 217 and 218 at Basement-1. The complainant has contended that the parking slots in Basement-1 are not numbered and that his vehicles do not fit into the allotted stack parking spaces. It is further contended that Basement-1 is unsafe from an engineering and functional standpoint, that the parking system does not



conform to standard norms, and that even the insurance company has refused to insure the vehicle due to the unsafe condition of the allotted parking. The complainant further submitted that emails were addressed to respondent Nos. 6 and 7 on 27-06-2024, followed by reminders to the other respondents, seeking allotment of safer parking spaces; however, no response was received. Thereafter, legal notices dated 05-08-2024 and 08-08-2024 were issued, which also remained unanswered. The complainant further contended that after occupying the premises, there were repeated electricity outages due to the failure of the respondents to install a dedicated electricity meter. The unit being fully air-conditioned and lacking alternate ventilation became suffocating during power cuts, thereby adversely affecting business operations and causing financial loss. Due to continued non-response, the complainant issued another legal notice dated 20-08-2024 demanding allotment of safe parking and immediate installation of a separate electricity meter. Despite receipt, the respondents failed to respond. The complainant further submitted that respondent No. 4 issued a debit note demanding DG electricity charges at Rs.36.62 per unit, alleging consumption of four units, without furnishing any explanation or supporting details. It is contended that the cause of action is continuing, as the respondents have failed to allot safe and usable parking and have not installed a separate electricity meter. The complainant has therefore submitted that MahaRERA has jurisdiction to adjudicate the present complaint and grant the reliefs sought.

6. The respondent filed its written statement on record of MahaRERA on 12-08-2025 and raised a preliminary objection regarding maintainability, contending that the complainant lacks locus standi, as the registered agreement for sale dated 22-02-2022 was executed between the respondent and Investez Services LLP, and the complainant is not a signatory thereto. On this ground, the respondent prayed for dismissal of the complaint. It was further contended that possession of the unit was handed over after issuance of the Occupation Certificate and that no breach or deficiency exists to invoke the jurisdiction of this Authority. With respect to parking, it was submitted that two car parking spaces were duly allotted to Investez Services LLP vide parking allotment letter dated 27-05-2024 and were accepted without protest. It was further contended that the allotment was made strictly in accordance with sanctioned layout plans, development control regulations, and prevailing industry norms, and that having accepted the allotment, the complainant cannot seek modification at a belated stage. The respondent further submitted that it is under no obligation to provide alternative parking beyond what has been allotted in accordance with the agreement and



sanctioned plans. It was also contended that both parking and electricity connections have been provided in conformity with the agreement for sale and that, in good faith, re-marking and minor adjustments were carried out to improve access and turning radius, photographs of which have been annexed. It was further submitted that all parking spaces in the project stand fully allotted, leaving no scope for alternate allotment. Accordingly, the respondent prayed for dismissal of the complaint.

7. The complainant filed his rejoinder on record of MahaRERA on 08-09-2025, refuting all contentions raised by the respondent. The complainant submitted that Investez Services LLP is the allottee and signatory to the agreement for sale dated 22-02-2022, and being a duly registered legal entity, the complaint is maintainable. The complainant denied the averments made in paragraphs 2, 3, 9, and 10 of the respondent's reply and contended that the cause of action has existed since allotment and was repeatedly communicated through emails and legal notices. It was further submitted that handing over possession does not absolve the promoter of its obligation to provide safe and compliant amenities and that the defects in the stack parking are latent in nature and became apparent only upon actual use. The complainant contended that the principle of estoppel cannot apply to latent defects. It was further submitted that the respondent has failed to place on record any sanctioned plan demonstrating that the impugned stack parking conforms to approved specifications, mandatory dimensions, and height clearance norms. The complainant further contended that the re-marking and adjustments are superficial and do not rectify fundamental design defects such as narrow approach, inadequate turning radius, poor lighting, and obstruction caused by adjacent vehicles. Hence, the parking remains unsafe, non-functional, and accident-prone, and the complainant is entitled to safe and functional parking.
8. The complainant has also filed written submissions on record of MahaRERA on 29-09-2025, reiterating the contentions raised in the complaint and rejoinder. The same are accepted and taken on record.
9. The respondent filed its final reply on record of MahaRERA on 30-09-2025, reiterating the facts stated in its reply dated 12-08-2025, particularly with regard to receipt of the Occupation Certificate and handover of parking. The same is accepted and taken on record.



10. The MahaRERA has examined the submissions made by both the parties and also perused the available record. The complainant who is an allottee of the said project registered by the respondent, by filing this complaint under Section 31 of the RERA, has approached the MahaRERA mainly seeking reliefs under the provisions of the RERA, towards allotment of usable car parking slots. The complainant has agitated the said claim by virtue of the registered agreement for sale dated 22-02-2022 duly signed by the respondent.
11. The respondent has assailed the aforesaid claims of the complainant mainly raising the issue of maintainability of this complaint on the ground that the agreement for sale was executed with Investez Services LLP and not with the complainant individually. Further, the possession was handed over after receipt of the OC, that there is no deficiency in service, as two covered parking spaces were allotted to the complainant as per sanctioned plans and the same was accepted by it without protest, and that electricity and parking facilities have been provided in accordance with the said agreement for sale, with minor access improvements already carried out. Hence, it has prayed for dismissal of this complaint.
12. Be that as it may, in the present case, on bare perusal of the aforesaid submissions made by both the parties and after perusing the available record, the following observations are noteworthy in this complaint:-
 - a) Admittedly, as regards the objection on maintainability raised by the respondent, it is evident from the record that the registered agreement for sale dated 22-02-2022 stands executed in favour of Investez Services LLP, which is the allottee of the said flat. The complainant represents the said allottee and has approached the MahaRERA in respect of grievances arising out of the said agreement for sale. Hence, in the facts of the present case, the objection as to the locus standi of the complainant raised by the respondent is devoid of merit and is accordingly rejected. Consequently, the complaint is held to be maintainable under the provisions of RERA and is required to be adjudicated on its own merits.
 - b) Be that as it may, as regards the substantive relief relating to the allotment of two car parking spaces, the MahaRERA notes that admittedly the Occupancy Certificate (OC) for the said project, which covers the flat booked by the complainant, was received on 20-09-2023, and possession of the said flat has been handed over to the complainant on 27-05-2024.

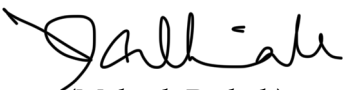


- c) With regard to the issue of car parking, the agreement for sale admittedly provides for two car parking spaces. Accordingly, vide parking allotment letter dated 27-05-2024, two stack parking spaces bearing Nos. 217 and 218 at Basement-1 level were handed over to the complainant. However, the complainant has alleged that the said parking spaces are not constructed in accordance with the sanctioned plans and are not usable. Hence, the complainant has sought allotment of safe and usable parking spaces of sufficient size.
- d) Be that as it may, in the present case, with respect to the issue of unusable parking spaces raised by the complainant, the MahaRERA notes that the concerned competent authority (PCMC) has already issued OC for the said project in phases on 05-12-2022, 20-09-2023, and 12-01-2024. This indicates that the construction in the said project has been carried out as per the sanctioned layout plans approved by the concerned competent authority.
- e) The respondent has contended that the parking allotted to the complainant is in accordance with the sanctioned plans. However, the complainant has specifically alleged that the allotted stack parking is unsafe, unusable, and non-standard. In support of its contention, the complainant has placed on record photographs of the said stack parking spaces, which prima facie indicate inadequate side margins.
- f) The respondent, on the other hand, has not placed on record any sanctioned layout plan or technical material to clearly demonstrate that the said stack parking spaces conform to the prescribed norms, dimensions, and safety requirements.
- g) In this regard, the MahaRERA is of the considered view that once car parking is agreed upon and consideration is charged therefor, the same must be safe, usable, and functional. Mere allotment of parking on paper cannot defeat the substantive right of an allottee to safe parking. On a prima facie perusal of the photographs uploaded by the complainant, it appears that the parking spaces lack adequate side margins and may be unsafe for regular use. The respondent has not rebutted the said photographs, despite having filed written submissions on record. Therefore, the MahaRERA deems it appropriate to ascertain the factual status of the parking spaces in question, in order to ensure compliance with the promoter's statutory and contractual obligations under RERA.
- h) As regards the issue of installation of a separate electricity meter, the MahaRERA notes that although the complainant has alleged repeated power interruptions and absence of a dedicated electricity meter, he has failed to substantiate the said allegations by



placing any cogent evidence on record. Moreover, the complainant has not pressed the said relief during the course of final arguments. Hence, the MahaRERA is not inclined to grant any directions in this regard.

13. In view of the aforesaid observations, and in compliance of the principles of natural justice, the following order is passed: -
- a. The present complaint is partly allowed.
 - b. The MahaRERA hereby directs that , within a period of 30 days from the date of this order, the respondent and the complainant jointly inspect the allotted parking spaces to the complainant and ensure that the two car parking spaces allotted to the complainant are safe, usable, and in conformity with applicable norms and sanctioned plans. In the event the existing parking is found to be unsafe or unusable, the respondent shall allot alternate safe and functional parking spaces to the complainant, subject to availability and sanctioned layout within a further period of 30 days.
 - c. Failing to comply with the aforesaid directions at para- no. (b), mentioned above by the respondent, appropriate penal action would be taken against it under section 63 of the RERA, if such non-compliance is brought to the notice of MahaRERA by the complainant.
14. With these directions, the present complaint stands disposed of.



(Mahesh Pathak)

Member - 1/MahaRERA