

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION

WRIT PETITION NO. 9931 OF 2023

1. Reena Sanjay Minz,]
Aged - 59 years;]
 2. Siraj M. Yusuf,]
Aged - 57 years;]
 3. Jigna Jay Kantawala,]
Aged - 44 years.] ...Petitioners
- All presently R/at.]
327, Samuel Street,]
Jamnabai Building, Vadgadi,]
Masjid Bunder (West),]
Mumbai 400 003]

Versus

1. State of Maharashtra]
Through the office of the]
Government Pleader,]
High Court, Appellate Side, Mumbai;]
2. Collector of Stamps, Mumbai,]
having office at Old Customs House,]
34 Floor, Fort, Mumbai;]
3. The District Deputy Registrar]
Co - operative Societies]
Mumbai City -1, having office]
at 6th floor, Malhotra House,]
Opp. GPO, Mumbai 400 001;]
4. Sambhav Tirth CSH Ltd.,]
Through its Chairman/Secretary,]
Having office at 2A, Bhulabhai]
Desai Road, Mumbai 400 026;]

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5. Vishwamangal Housing Company]
Pvt. Ltd., Having its registered office]
at 4-D, Court Chamber, 35,]
New Marine Lines, Mumbai 400 020]
C/o. Mr. Shantilal N. Shah,]
Residing at A-Wing, Flat No. A-4 ,]
Ground Floor Padma Nagar,] ...Respondents
Andheri - Kurla, Chakala,]
New Western Express Highway,]
Metro Station, Union Bank of India]
Lane, Andheri (East),]
Mumbai - 400 099.]

WITH
WRIT PETITION NO. 12628 OF 2022

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2. Siraj M. Yusuf,]
Aged - 57 years;]
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3. Jigna Jay Kantawala,] ...Petitioners
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29th September, 1972. On 6th December, 1977, the Respondent No.3 Society was registered, comprising of various purchasers of the residential and commercial premises in the building constructed by Respondent No.4. The Respondent No.3 society comprises of 43 members. The Respondent No.3 Society filed Suit No.398 of 1986, before this Court seeking directions to the Defendants to convey and transfer the suit property free from all liabilities and encumbrances and to make out a clear marketable title; discharge all debts and claims for effectively conveying the same in favour of the Plaintiffs and for declaration that the provisions of the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 (hereinafter referred to as 'MOFA', for short) apply to the flats in the said 'Sambhav Tirth CHSL' situated at plot bearing Survey No. 1/787 situated at Bhulabhai Desai Road, Bombay, with the modification mentioned in Section 17 of the said Act, with other incidental reliefs. However, the said suit came to be dismissed for want of prosecution by this Court vide order dated 5th September, 2018.

4. On 15th January, 2021, an application was preferred by the Respondent No.3 Society seeking deemed conveyance for the plot

April, 2022. Hence, they have rushed to this Court immediately by filing the present petition.

Pursuant to the orders passed by the Respondent No.2 on 27th April, 2022, granting the application for issuance of 'Deemed Conveyance' accompanied by a certificate of entitlement for issuance of 'Unilateral Deemed Conveyance', the same was executed, duly stamped and registered by the Respondent No.2 on 13th March, 2023, which is the subject matter of challenge in Writ Petition No. 9931 of 2023. Hence, in view of the aforementioned facts, the Petitioners have approached this Court challenging the entitlement for issuance of the unilateral Deed of Conveyance dated 27th April, 2022, and the impugned 'Deed of Conveyance' dated 13th March, 2023, executed, stamped and registered by the Respondent Authorities.

6. The learned advocate for the Petitioners Mr. Bhavesh Parmar submits that, the draft Deed of Conveyance clearly indicates that the Respondent No.3 Society intended to acquire ownership rights, title or interest in the plots belonging to the Petitioners even though the Respondent No.3 Society was fully aware that the Developer i.e. the Respondent No.4 Housing

circumvented and ignored by the concerned Authority, while exercising powers under Section 5(A) and 11 (4) of the MOFA Act. The provisions of MOFA including Section 5(A) and 11(4) empower the Authorities concerned to convey only the leasehold rights and not the ownership rights through a 'Deemed Conveyance Deed'; in favour of the registered society. An objection is also raised by the learned Advocate on the ground that similar reliefs were claimed earlier by the Respondent No.3 in Suit No. 398 of 1986, in this Court, which has been rejected vide order dated 5th September, 2018. Hence, the claim for the relief that was once rejected before this Court cannot be agitated again by invoking provisions of the MOFA Act.

9. It is further, submitted that the draft Deed of Conveyance submitted by the 'Sambhav Tirth CHSL', indicated that, the society intended to acquire ownership rights, title and interest in the plot of land belonging to the Petitioners, even though the society was fully aware that, the 'Vishwamangal Housing Company' never had and could not have any right, title or interest in the plot of land upon which the building is constructed. The members of the society can have only the leasehold rights in respect of the plot of land. He has drawn our

attention to the lease deed dated 29th September, 1997, which clearly restricts the right of the Housing Company to the extent of leasehold rights acquired *vide* lease deed dated 29th September, 1972.

10. The learned advocate for the Petitioners raises further objection on the ground that, though the Writ Petition No. 12628 of 2022 is pending, before this Court, challenging the order dated 27th April, 2022, granting a certificate of entitlement for execution of the unilateral 'Deed of Conveyance', yet the Authorities have proceeded and duly stamped and registered the unilateral Deed of Conveyance.

11. The Petitioners also object to the Deed of Conveyance dated 13th March, 2023, on the ground that even though the Section 11(5) of the MOFA mandates the Registering Authority to issue summons to the parties to show cause, why unilateral Deed of Conveyance should not be registered, no such summons has ever been issued to the Petitioners, thereby violating the basic principle of natural justice, by denying them opportunity of being heard. Even though they have addressed letters to the Authorities on 7th May, 2022 and 20th August, 2022, calling upon

the Authorities to issue notice to the Petitioners, before embarking upon execution, stamping and registration of the 'Deed of Conveyance' based on order dated 27th April, 2022, yet the Authorities have failed to issue any such notice. Thus, the registration of 'Deemed Conveyance' having been done without following the mandatory procedure, provided under Section 11(5) of the MOFA Act, becomes vulnerable, and requires interference of this Hon'ble Court.

12. It is also submitted that the text of the Deed of 'Deemed Conveyance' dated 13th March, 2023, entails the transfer of all rights, title and interest of the Petitioners in the land, when admittedly the order dated 27th April, 2022, gives only assignment of legal rights arising out of the deed of lease dated 29th September, 1972. The interim order which came to be passed by the Respondent Authorities on 13th February, 2023, was never communicated to the Petitioners even though the order itself calls upon the interested persons to record their objections on or before 20th February, 2023. The Petitioners are not sure whether a fresh and final order has been passed after issuance of interim order dated 13th February, 2023.

13. Both the Petitions are opposed by the 'Sambhav Tirth CHSL' represented by Mr. Vaibhav Sugdare. The learned advocate for the Society would submit that, the 'Sambhav Tirth CHSL', is duly registered under the Maharashtra Co-operative Societies Act. The construction of the building has been completed by the Vishwamangal Housing Company, which houses 42 flats and one commercial shop. The building is constructed on the land at Malabar and Cumballa Hill Division in cadastral survey no. 889 admeasuring 745.83 square meters and cadastral survey no. 1/787 admeasuring 1392.99 sq. meters. So far as the land bearing cadastral survey no. 1/787 to the extent of 1392.99 square meters is concerned, it belonged to late Premabai Madhavji Hiraram Rangwala. Whereas, the land in cadastral survey No. 889 to the extent of 745.83 square meters, which is the second set of land, is Collector's land, which was granted on lease to Premabai Rangwala by the Collector on 20th September, 1963.

An agreement came to be entered between the 'Vishwamangal Housing Company' and Mr. Nitin Rangwala, whereby the land comprising survey Nos. 1/787 and 889 came to be transferred to the Promoter *vide* agreement dated 29th

September, 1972, for a period of 98 years commencing from 29th September, 1972. The Promoter has constructed the building on the said lands with common areas, and thereafter entered into sale agreements with the flat purchasers of each unit under Rule 4 of MOFA Rules, 1964. The Promoter also formed a Co-operative Housing Society of the flat owners of the building under the name and style 'Sambhav Tirth Co-operative Housing Society', which came to be registered on 6th December, 1997. The flat owners are the members of the Society and have been issued shares of the society.

The Promoter was required to assign its leasehold rights to the society within four months of registration of the society, as provided under Section 11 of the MOFA Act read with Rule 9 of the Rules made thereunder. However, the developer failed to comply with this statutory obligation by conveying the leasehold rights in favour of the society therefore, the society was constrained to file proceedings for issuance of a unilateral Deed of 'Deemed Conveyance', as provided under the MOFA Act. The Competent Authority after hearing the parties on the application of the Promoter, passed appropriate orders on 27th April, 2022, pursuant to which the actual unilateral Deed of Conveyance is

registered and executed. Therefore, there is no substance in the objection raised by the Petitioners. The Competent Authority has passed appropriate orders of entitlement of 'Deemed Conveyance' (unilateral) only after verifying the authenticity of documents submitted by the parties and a reasonable opportunity was given to all parties. The Competent Authority has passed an order transferring the leasehold rights to the society, which cannot be faulted with and there is no substance in the objection raised by the Petitioners. Hence, the Writ Petition deserves to be dismissed.

14. Mr. Chandurkar, the learned Additional G.P. and Ms. Karan have also supported the orders passed by the District Deputy Registrar Co-operative Societies, Mumbai as well as the deemed Deed of Conveyance (unilateral), which is executed and registered by the Collector of Stamps, Mumbai, submitting that the order dated 27th April, 2022 as well as the unilateral Deed of Conveyance are appropriately issued in exercise of the Section 11 of the MOFA Act and Rule 9 of the MOFA Rules.

15. Heard the respective counsel and perused the papers in both the Writ Petitions. The Petitioners are taking exception to

the order dated 27th April, 2022, granting permission and eligibility for issuance of unilateral Deed of Conveyance and the consequent execution and registration of the Deed of Conveyance (unilateral) dated 13th March, 2023. The Petitioners are taking exception to both the orders primarily on the ground that, although, Suit No. 398 of 1986 was filed by the Petitioners for similar reliefs has been dismissed by this Court *vide* its order dated 5th September, 2018, hence, once having been refused the relief by this Court, the Petitioners are prohibited from agitating the same grievance, by approaching a different forum.

16. Upon perusal of the copy of the suit as well as the orders passed by this Court, we find that the suit has been dismissed observing that the Plaintiff does not seem to be interested in prosecuting the suit, hence, the suit is dismissed. The suit was filed in the year 1986, and dismissed on 5th September, 2018. The suit was filed seeking a declaration that (i) the acts of the ‘Vishwamangal Housing Company’ shall not cause prejudice to the rights of the occupiers of the flats in the buildings constructed, who are members of the ‘Sambhav Tirth Co-operative Housing Society’; (ii) the sum of Rs. 23,54,000/- recovered and received by the Defendant ‘Vishwamangal

Housing Company’, from various flat purchasers of the Plaintiffs society for converting the suit property from leasehold to freehold, should be conveyed in their favour; (iii) to appoint a Court Receiver for Flat No. 13A and B in possession of State Bank of India, part of the suit property.

17. Upon going through the plaint and the prayers made therein, we do not find that the relief of ‘unilateral Deed of Conveyance’ is claimed in any of the prayers. Therefore, there is no substance in the objection in so far as it relates to agitating the same grievance after dismissal of Suit No. 398 of 2023. Even otherwise the suit was never dismissed on the merits of the matter, hence, we do not find any substance in the objection regarding the maintainability of the application under Section 11 of the MOFA Act.

18. The other objection common to both the Writ Petitions is that, although the land was transferred in favour of ‘Vishwamangal Housing Company’, for the development and construction of the building namely, ‘Sambhav Tirth Co-operative Housing Society’ it was limited only to the extent of leasehold rights as per the Indenture of lease dated 29th

September, 1972, and no deemed conveyance could have been executed, granting 'ownership' rights. We have perused the draft deed of conveyance placed on record, which clearly confers only the leasehold rights under the lease deed dated 29th September, 1972 in favour of the Society, and nothing beyond that.

So far as the delay in approaching the Authority for unilateral issuance of the deed of conveyance is concerned, we do not find that there is any period of limitation provided for approaching the Competent Authority for such relief. It is only upon failure of the Developer to comply with the statutory obligation of conveying the leasehold rights, within the period if any specified in the Agreement executed by the Promoter or from four months of formation of the society.

Under Section 4(1) of the MOFA Act, the Promoter is required to execute a registered agreement for sale in favour of flat purchasers in the form prescribed under the MOFA Rules. It is also the Promoter's obligation to take steps to form a Co-operative Society. Accordingly, the co-operative society of the flat owners has been formed. So far as taking steps to complete the title and convey it to the society formed by the flat

purchasers has been avoided by the Respondent 'Vishwamangal Housing Company' for years together which is a continuing cause of action, for which there is no outer limit. As such the objection as to delay is not tenable.

19. So far as the locus of the Petitioners in both the Writ Petitions to raise objection to the orders therein is concerned, the Petitioners are the legal heirs of Mr. Nitin Rangwala, who entered into an agreement of lease with the 'Vishwamangal Housing Company'. By way of a lease, the Promoter has been granted a lease for a period of 98 years, commencing from 29.06.1972. This agreement has been entered into 23rd August, 1976, granting permission to the Promoters, to construct a multi storied building consisting of a basement, ground and 14 upper floors., according to the specifications and sanctioned plans by the Mumbai Municipal Corporation, and further granting permission to the Promoters for sale of flats alongwith garages and parking places on ownership basis, with a view that eventually the holders of all the flats in such building should form themselves into a co-operative housing society, registered under the Maharashtra Co-operative Societies Act, with a condition that, the Promoter shall execute assignment of the lease obtained

by him in favour of such society. However, in view of the failure of the Promoter to comply with the condition in the agreement, the society formed as per the agreement, was constrained to approach the Competent Authority under Section 11 of the MOFA. This application is filed as per the Scheme of the Act, no relief is sought against the Petitioners before the Competent Authority or the Registering Authority. When the application was filed by the Applicant society, the said application was filed in the format provided under form 7, Section 11 (3) and Rule 12 of the MOFA Act on 15th January, 2021. The society was called upon to provide necessary documents, after completion of verification of documents, notice of hearing was issued upon which the Petitioners who were Respondent Nos. 2 to 4 before the District Deputy Registrar Co-operative societies, Mumbai, were represented through their Advocate.

20. The Petitioners have raised objections regarding breach of condition of lease by alleging that the flat holders/owners have been given possession of the tenements, without obtaining an occupancy certificate from the Mumbai Municipal Corporation, as a result of which the agreement dated 29th September, 1972 is liable to be cancelled. An objection was also raised regarding

violation of other terms of the lease, which would entail in cancellation of the leasehold rights.

21. After considering the objection of the Petitioners, an order came to be passed by the District Deputy Registrar, Co-operative Societies, Mumbai, granting the application of the Society holding them entitled for 'unilateral Deed of Conveyance'. While granting the entitlement certificate vide order dated 27th April, 2022, the Competent Authority has observed that, though objections have been raised by the non applicants, on the ground of breach of conditions of lease by the applicants, however they have not produced on record or document of cancellation of such lease or any order of stay of the agreement of lease. In view of that, considering that the agreement was still valid and in existence, the objection raised by the Petitioners is rightly not taken into consideration. Hence, we do not find any substance in the objection raised by the Petitioners to the order dated 27th April, 2022, and the certificate of entitlement issued pursuant thereto by the Competent Authority in Application No. 50 of 2021, filed by the Society. The order has been passed by the Competent Authority by giving an opportunity being heard to all the parties and after taking into consideration the objection, the

competent Authority has held that, as per the agreement the Vishwamangal Housing Company Limited, had agreed to transfer their rights in favour of the Society, which is not acted upon. Therefore, in view of Section 11 (3) of the MOFA, an order has been passed issuing the certificate of entitlement, declaring that the society is entitled to unilateral 'Deemed Conveyance Deed'. Upon perusal of the order dated 27th April, 2022, and the related documents, we do not find any irregularity committed by the Competent Authority in issuing the impugned order.

22. The learned Advocate for the Petitioners while making his submissions, has objected to the exercise of power by the Authorities under Section 11(4) of the MOFA Act, on the ground that statutory legal rights provided under Chapter V of the Transfer of Property Act in Sections 105 to 117, cannot be circumvented and ignored. When we peruse the relevant provisions in both the enactments, we find that, Sections 105 to 117 of the Transfer of Property Act governs leases, conditions of lease, rights of parties and determination of lease etc. On the other hand, Section 11(4) confers powers on the competent Authority under the MOFA, to verify the authenticity of documents and after hearing the parties issue a certificate of

entitlement of the society for issuance of unilateral 'Deed of Conveyance', conveying the right, title and interest of the Promoter in land and building to the society. These two Acts and the provisions thereunder operate in two distinct situations, which do not affect or overlap with the rights of the Applicants, seeking relief under either of the enactments. Section 11(4) of the MOFA Act does not transfer the ownership or title. It only declares the applicant to be entitled to certificate of 'Deemed Conveyance', which is limited to the extent of the right of the Promoter in the land and building. It does not effectively transfer the title of land, in the applicant. If at all any party is aggrieved by such order, he has the remedy of filing civil suit. The Hon'ble Supreme Court in a recent decision in case of ***Arunkumar H. Shah HUF Vs. Avon Arcade Premises Co-Operative Society Limited and Ors.***¹ has declared the scope and ambit of Section 11(3), (4) and (5) of the MOFA, which reads thus:

"37. Our conclusions on the interpretation of sub-sections (4) and (5) of Section 11 of the MOFA are as under:

- i. It is no doubt true that quasi-judicial powers have been conferred on the competent authority while dealing with applications under Section 11(3) of the MOFA. However, proceedings before the competent authority under Section 11(3) are of a summary nature, as can be seen from the*

1 2025 SCC OnLine SC 828

MOFA Rules. Therefore, the competent authority, while passing the final order, must record reasons;

- ii. The competent authority, while following the summary procedure, cannot conclusively and finally decide the question of title. Therefore, notwithstanding the order under sub-section (4) of Section 11, the aggrieved parties can always maintain a civil suit for establishing their rights;*
- iii. The provisions of Section 11 are for the benefit of the flat purchasers. In writ jurisdiction, the Court should not interfere with the order granting deemed conveyance unless the same is manifestly illegal. The writ court should generally be slow in interfering with such orders. The reason is that, notwithstanding the order under Section 11(4), the remedy of aggrieved parties to file a civil suit remains open; and*
- iv. The registering officer has no power to sit in appeal over the order of the competent authority while exercising the power under Section 11(5). He can refuse registration only on the grounds indicated in paragraph 23 above and not beyond. Thus, the scope of the powers conferred on the registering officer is limited.”*

In view of the aforementioned interpretations, we do not find any scope for entertaining the objection of the Petitioners.

23. Based on this order dated 27th April, 2022, registering authority has issued a show cause notice to the Promoter as to why such unilateral ‘Deed of Conveyance’ instrument should not be registered as, ‘Deemed Conveyance’. Only after giving the Promoter a reasonable opportunity of being heard and being satisfied that it is a fit case for issuance of a unilateral Deed of Conveyance, the instrument is registered as, ‘Deemed Conveyance’. This registration granted by the Registering

Section 11(5) of the MOFA, reads thus:

“11(5) On submission by such society or as the case may be, the company or the association of apartment owners, to the Sub-Registrar or the concerned appropriate Registration Officer appointed under the Registration Act, 1908, the certificate issued by the Competent Authority along with the unilateral instrument of conveyance, the Sub-Registrar or the concerned appropriate Registration Officer shall, notwithstanding anything contained in the Registration Act, 1908, issue summons to the promoter to show cause why such unilateral instrument should not be registered as 'deemed conveyance' and after giving the promoter and the applicants a reasonable opportunity of being heard, may, on being satisfied that it was a fit case for unilateral conveyance, register that instrument as 'deemed conveyance’”

Upon careful reading of the Section, we find that, a duty is cast upon the Sub Registrar or the appropriate Registration Officer, to issue summons to the Promoter to show cause as to why such unilateral instrument of conveyance should not be registered as, 'Deemed Conveyance' after giving the Promoter and the applicant a reasonable opportunity of being heard. On being satisfied that, it is a fit case for unilateral conveyance, register the instrument as, 'Deemed Conveyance'. This Section does not contemplate a notice to the land owner before registering the instrument. All that it contemplates is that a notice is required to be issued to the Promoters, since it is the duty cast upon the Promoter to execute the conveyance deed, which is agreed by him as per the terms of agreement, within

the prescribed period. It is upon failure of the Promoter, the Competent Authority is called upon to exercise its power for issuance of unilateral 'Deed of Conveyance' in favour of the society. The Competent Authority upon receiving such application from society has to inquire whether such application is fit for being granted after verifying the documents and giving opportunity to the Promoter. Thus, at the stage of verification by the competent Authority, opportunity is given to all the parties concerned, including the Petitioners. A fitness certificate is issued by the Competent Authority, which is acted upon by the Registering Authority, as contemplated under Section 11 (5). At this stage also, it is the Petitioners who is called upon to show cause why such deemed conveyance should not be registered. Thus, the scheme of the Act does not contemplate a notice to the owners, when they have already granted leasehold rights to the Promoter.

In this context we may refer to the judgment of the Hon'ble the Supreme Court in case of *Arunkumar H. Shah (Supra)*, which reads thus:

"22. Now, we deal with the scope of powers of the registration officer under the Registration Act, 1908 (for short, 'the 1908 Act') under sub-section (5) of Section 11. As provided in sub-section (4)

of Section 11, a certificate regarding the entitlement of the applicant to deemed conveyance has to be issued by the competent authority to the appropriate registration officer under the 1908 Act. After receiving the certificate, the registration officer is required to issue a summons to the promoter to show cause why such a unilateral instrument should not be registered as a deemed conveyance. After giving an opportunity of being heard to the promoter and after being satisfied that it was a fit case for registration of a unilateral conveyance, the registration officer can register the certificate as deemed conveyance. We may make it clear that the power conferred on the registration officer does not enable him to reopen or set aside the findings recorded by the competent authority while passing an order of grant of certificate. The registration officer is neither an appellate authority nor a revisional authority."

[Emphasis supplied]

25. On this background, even the objection to the interim order dated 13th February, 2023, passed by the Registering Authority would not survive since in the interim order itself it is stated that if no objections are received up to 20th February, 2023, the order dated 13th February, 2023, shall be deemed to be a final order. As no objections were received against the interim order, the interim order culminated into a final order dated 13th March, 2023.

So far as the apprehension of the Petitioners that the contents and text in the Deemed Conveyance dated 13th February, 2023, transfers all rights, title and interest of the Petitioners to the Respondent Society, amounts to transfer of

their title, we do not find any substance in this apprehension expressed by the Petitioners for the reason that, the order itself is very much clear, which stipulates that the Competent Authority in exercise of the power delegated to him under section 5(A) of the MOFA, “now has in himself good right, full power and absolute authority to convey, transfer, release and assure the leasehold rights **under the lease deed dated 29th September, 1972** of the said property hereby granted, conveyed, transferred or assured or intended so to be unto and to the use of society in the manner aforesaid and that the society will continue to occupy and possess the said property for its members own use and benefit.” Therefore, there is no doubt about the fact that only the leasehold rights have been transferred and there is no passing over of title through this ‘Deed of Conveyance’.

In this regard, we may refer to the observations made by this Court in a reported decision in case of ***Haresh Vijaysinh Bhatia and Ors. Vs. District Deputy Registrar and Ors.***²

“62. Thus, a statutory right is created in favour of a society or association of flat purchasers to have in its favour conveyance and transfer of every right which the promoter possessed in respect of the land on which building is constructed. If promoter is the owner of land, he must transfer and convey his ownership right in favour of

2 2025 SCC OnLine Bom 1981

the Society. If on the other hand, promoter is a mere lessee, he must transfer his leasehold rights in the building in favour of the Society. Promoter cannot provide for demise of only leasehold rights if he is the owner of the land.”

This Court has unequivocally observed that the statutory rights which are created in favour of the society by way of conveyance and transfer are the rights which the Promoter possesses in respect of land and he cannot transfer something which is beyond the rights possessed by him. In the present case, since the Promoter possess only the leasehold rights, he can transfer only the leasehold right in favour of the society. Hence, we do not find any favour with the objection raised by the Petitioners.

26. Similarly, the rectification Deed executed on 30th November, 2023, which added the name of M/s. Jigna Jay Kantawala has no bearing on the merits of the case. This Deed of Rectification merely adds the correct description of the owners, who conveyed the rights to the developer, and rest of the Deed of Unilateral Conveyance stands unaltered. Consequently, the deed of rectification does not affect the rights of the applicant society to the unilateral ‘Deed of Conveyance’.

In the wake of the aforementioned facts of the Writ Petitions, and the scope of Section 11(3), (4) and (5) of MOFA interpreted by the judicial decisions, as discussed hereinabove, no case for interference in the orders impugned is made out by the Petitioners, hence, the challenge in both Writ Petitions fails, Rule is discharged.

(MANJUSHA DESHPANDE, J.)

(BHARATI DANGRE, J.)