Sayali

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION

WRIT PETITION NO.3585 OF 2026

The Nook Cooperative Housing Society Limited,
having address at Survey No.60/1,60/2,
Near Ashwini International School,
Village, Tathawade, Taluka Mulshi,
District Pune 411 033, through it's
Avanish Mane, Authorized person ... **Petitioner**

V/s.

1. **Pyramid Developers**, a registered partnership firm, through it's partners

1A. **Khemchand Uttamchand Bhojwani**,
Age 60 years, Occupation: Business,
having address at Survey No. 77/2/11/12, Opposite MM School,
Kalewadi, Pimpri, Pune 411 017

2. **Balasaheb Parshuram Phengse**,
Age 68 years, Occupation: Business,
R/at Bungalow No.1, The Nook
Coop. Housing Society Limited,
Ashoknagar, Tathawade, Taluka Mulshi,
District Pune 411 033

3. **Shantaram Parshuram Phengse**,
Age 64 years, Occupation: Business,
R/at Bungalow No.2, The Nook
Coop. Housing Society Limited,
Ashoknagar, Tathawade, Taluka Mulshi,
District Pune 411 033

4. **Kantilal Parshuram Phengse**,
Age 62 years, Occupation: Business,
R/at Bungalow No.3, The Nook
Coop. Housing Society Limited,
Ashoknagar, Tathawade, Taluka Mulshi,
District Pune 411 033

5. **The Competent Authority and the District Deputy Registrar, Cooperative Societies**, Pune City, Sahkhar Sankul,
Shivaji Nagar, Pune 411 005
(Summons to respondent No.5 to be served on the learned Government Pleader, Bombay High Court, Mumbai, appearing for State of Maharashtra under Order XVIII, Rule 4, of the Code of Civil Procedure, 1908. … **Respondents**

WITH
WRIT PETITION (S.) NO.7439 OF 2026

1. **Balasaheb Parshuram Phengse**,
Age 69 years, Occupation: Business,
R/at Bungalow No.1, The Nook
Coop. Housing Society Limited,
Ashoknagar, Tathawade, Taluka Mulshi,
District Pune 411 033

2. **Shantaram Parshuram Phengse**,
Age 66 years, Occupation: Business,
R/at Bungalow No.2, The Nook
Coop. Housing Society Limited,
Ashoknagar, Tathawade, Taluka Mulshi,
District Pune 411 033

4. **Kantilal Parshuram Phengse**,
Age 64 years, Occupation: Business,
R/at Bungalow No.3, The Nook **Petitioners**

Coop. Housing Society Limited,
Ashoknagar, Tathawade, Taluka Mulshi,
District Pune 411 033 …

V/s.

1. **The Nook Cooperative Housing Society Limited**, having address at Survey No.60/1, 60/2, Near Ashwini International School, Village, Tathawade, Taluka Mulshi, District Ppune 411 033,
2. **Pyramid Developers**, a registered partnership firm, through it's partner **Khemchand Uttamchand Bhojwani**, Age 60 years, Occupation: Business, having address at Survey No. 77/2/11/12, Opposite MM School, Kalewadi, Pimpri, Pune 411 017
3. **The Competent Authority and the District Deputy Registrar, Cooperative Societies**, Pune City, Sahkhar Sankul, Shivaji Nagar, Pune 411 005 … **Respondents**

Mr. Sugandh Deshmukh with Mr. Aniket Kanawade, Mr. Vaibhav Thorave, Mr. Aryam M. Deshmukh and Mr. Irvin D'Souza for the petitioner in WP No.3585 of 2026.

Mr. Sugandh Deshmukh with Mr. Aniket Kanawade, Mr. Bhushan G. Deshmukh and Ms. Karishma Shindefor respondent No1 in WP (St.) No.7439 of 2026.

Mr. T.D. Deshmukh with Mr. Sagar Kursija for the petitioner in WP (St.) No.7439 of 2026 & for respondent Nos.2 to 4 in WP (St.) No.3685 of 2026.

Dr. Abhinav Chandrachud with Mr. Pavan S. Patil, Mr. Lalit Jhunjhunwala, Mr. Nitin Jagtap, Mr. Shubham

Saraf, Mr. Tanmay A. Deshmukh, Mr. Janay Jain, Mr. Pranay Kajaria, Mr. Ranvir Mane and Mr. Sohan Badole for respondent in WP No.3585 of 2026.

Mr. Yatin Khochare, 'B' Panel counsel for respondent No.5-State in WP No.3585 of 2026.

Smt. Mamta Shrivastava, AGP for respondent No.3-State in WP (St.) No.7439 of 2026.

CORAM : AMIT BORKAR, J.

RESERVED ON : APRIL 22, 2026

PRONOUNCED ON : APRIL 28, 2026

JUDGMENT:

1. By these writ petitions preferred under Articles 226 and 227 of the Constitution of India, the petitioner has called in question the legality, correctness, and propriety of the order dated 7 November 2025 passed by respondent No. 5, being the Deputy District Registrar, Co-operative Societies, Pune. By the said order, the application instituted under Section 11(3) of the Maharashtra Ownership Flats Act, 1963, came to be partly allowed.

2. The facts giving rise to the present petitions, stated briefly, are as follows. The petitioner is a Co-operative Housing Society duly registered under the provisions of the Maharashtra Co-operative Societies Act, 1960. The society consists of 282 flat purchasers who are members thereof. The residential complex comprises three separate wings, namely A, B and C, each containing 94 flats. Thus, there are in all 282 residential units. Apart therefrom, a proposed commercial building is also shown on the property in question. The land bearing Survey Nos. 60/1 and

60/2, situated at Village Tathawade, Taluka Mulshi, District Pune, forms the larger parcel upon which development activities were undertaken by respondent No. 1. The petitioner society, known as "The Nook Co-operative Housing Society", came to be registered on 11 April 2019 under Registration No. PNA/PNA(3)/HSG/TC/ 19479/2019. According to the petitioner, an area admeasuring 23,362.259 square meters out of the larger property has been subjected to development by respondent No. 1. Respondent No. 1 is the developer, whereas respondent Nos. 2 to 4 are the original owners of the said land. They have, therefore, been joined as party respondents, their rights being directly connected with the subject matter of conveyance.

3. It is the case of the petitioner that the members of the society entered into separate agreements with respondent No. 1 developer for purchase of their respective flats. The layout plan in relation to the subject property was sanctioned by the Pimpri-Chinchwad Municipal Corporation on 9 November 2012. In the sanctioned plan, provision was made for an amenity area, the three residential wings A, B and C, as also a commercial building consisting of ground plus one upper floor. The petitioner asserts that the said sanctioned layout demonstrates that Wings A, B and C together with the amenity space formed integral parts of one composite development scheme. It is on the basis of such sanctioned layout that respondent No. 1 entered into agreements with the flat purchasers. The petitioner has placed on record a list of members along with dates of their respective agreements. According to the petitioner, despite registration of the society on 11 April 2019 and despite repeated requests made thereafter, respondent No. 1 failed to execute conveyance of the property as contemplated under the provisions of MOFA. In consequence thereof, the petitioner society was constrained to approach respondent No. 5, the Competent Authority and District Deputy Registrar, Pune, by filing an application under Section 11(3) of the Act. The said application was later amended on 03 January 2024. Respondent No. 1 appeared in those proceedings and filed its reply opposing the claim.

4. It appears that on 19 July 2024 respondent No. 5 issued a deemed conveyance certificate in favour of the petitioner. However, under the said order, conveyance was granted only in respect of an area admeasuring 1504.81 square meters, described as ground coverage area. According to the petitioner, such grant was grossly inadequate, as the petitioner claims entitlement to land admeasuring 23,362.259 square meters. Being aggrieved thereby, the petitioner approached this Court by filing Writ Petition No. 14107 of 2024. This Court, by order dated 27 February 2025, remanded the matter. While doing so, this Court specifically clarified that the remand was confined only to the purpose of ascertainment of land proportionate to the built-up area consumed in construction of the buildings of the society. It was further directed that, in the remanded proceedings, no other objection shall be entertained by the Competent Authority. Thus, the scope of reconsideration stood expressly limited by judicial mandate.

5. Thereafter, respondent Nos. 2 to 4 preferred Review Petition (St.) No. 10268 of 2025 seeking review of the aforesaid order passed in Writ Petition No. 14107 of 2024. The review petition came to be rejected by this Court on 02 April 2025. It is further stated that respondent No. 1 and respondent Nos. 2 to 4 carried the matter to the Supreme Court by filing Special Leave Petition Nos. 14907 of 2025 and 10756 to 10757 of 2025. The Supreme Court declined interference and confirmed the remand order passed by this Court for the limited purpose indicated therein, and disposed of the Special Leave Petitions accordingly. The petitioner contends that notwithstanding such clear orders operating in the field, the Competent Authority delayed the proceedings without justification. Ultimately, by the impugned order dated 7 November 2025, the Competent Authority partly allowed the conveyance application and restricted the grant to an area of 7020.69 square meters instead of the claimed area of 23,362.259 square meters.

6. According to the petitioner, the total built-up area consumed for construction of Wings A, B and C, as certified by the petitioner's Architect and placed on record before respondent No. 5, when examined in the light of the methodology prescribed under the Government Resolution dated 22 June 2018, would entitle the petitioner society to conveyance of land admeasuring 23,362.259 square meters. It is alleged that respondent No. 5, however, without proper scrutiny of the material and without assigning intelligible reasons, has mechanically curtailed the entitlement and restricted the conveyance to 7020.69 square meters. The petitioner submits that the impugned order does not disclose the basis, formula, principle, or calculation adopted for arriving at the said figure. Nor does the order indicate in what manner the determination made therein satisfies the directions issued by this Court under order dated 27 February 2025. It is, therefore, urged that the impugned order is vitiated by non-application of mind, arbitrariness, and failure to comply with binding judicial directions. In these circumstances, the present writ petitions have been instituted seeking corrective relief from this Court.

7. Mr. Sugandh Deshmukh, learned counsel appearing on behalf of the petitioners, submitted that by the present writ petitions the petitioners have assailed the order dated 7 November 2025 passed by respondent No. 5, whereby the application preferred under Section 11(3) of the Maharashtra Ownership Flats Act, 1963, has been partly allowed. Learned counsel contended that respondent No. 5 has acted without jurisdiction and also in excess of the jurisdiction vested in him. According to him, this Court, by its earlier order dated 27 February 2025, had expressly restricted the scope of remand only to the limited exercise of ascertaining the land proportionate to the built-up area consumed by the buildings of the petitioner society, and had categorically directed that no other objection be entertained. It was urged that despite such clear limitation, respondent No. 5 reopened issues which had already attained finality, relied upon an alleged revised layout plan/IOD dated 9 March 2020, and reassessed the entitlement of the society on grounds wholly beyond the remand directions. On that basis, it was submitted that the impugned order is rendered void and unenforceable in law. Learned counsel further pointed out that the society consists of three wings, namely A, B and C, each wing containing 94 flats. The construction of Wing A was completed in October 2016, Wing B in October 2018, and Wing C in January 2016. It was also submitted that the petitioners had produced before the Competent Authority Architect's Certificates dated 18 February 2024 and 13 May 2025 in support of their claim.

8. Learned counsel for the petitioners further submitted that the individual flat purchasers, who are now members of the petitioner society, had purchased their respective flats during the period between 2012 and 2018. It was urged that since the agreements with the substantial majority of members were executed prior to 2018, and since the society itself came to be formed and registered on 11 April 2019, respondent No. 1 was not legally entitled thereafter to undertake unilateral modifications in the sanctioned layout plan framed during the years 2012 to 2013, and in any case not after the years 2018 to 2019. According to him, any revised plan submitted after registration of the society on 11 April 2019 is non est in the eye of law, void ab initio, and not binding upon the petitioner society or its members. Learned counsel also invited attention to the clarification dated 12 January 2026 issued by the Municipal Corporation, wherein it was stated that only an IOD for environmental clearance had been issued and that the same did not constitute a final sanctioned plan. On the strength of these submissions, learned counsel prayed that the impugned order be quashed and set aside.

9. Per contra, Dr. Abhinav Chandrachud, learned counsel appearing on behalf of respondent No. 1, opposed the petitions.

Inviting attention to the approved layout plan dated 9 November 2011, learned counsel submitted that the said layout pertained to Survey No. 60/1. He thereafter drew attention to the agreement dated 9 October 2018 and submitted that the purchasers, under the said agreement, were expressly put to notice through a specific clause that the total net area of the plot was 28,110.16 square meters and the total development potential of the plot was 51,160.49 square meters. He submitted that the agreement clearly disclosed that the current project comprised three phases, of which only Phase I had then been undertaken. According to him, in order to avoid any deficiency in disclosure, the full development potential of 51,160.49 square meters had been transparently mentioned in the agreement itself. Learned counsel also relied upon Clause 10 of the agreement and submitted that the contemplated conveyance was not of the entire larger parcel, but of title in the plot together with proportionate undivided share in the common areas. He further submitted that in the First Schedule to the agreement, the non-agricultural permission dated 7 July 2009 for an area of 16,461.14 square meters had also been specifically disclosed. On the aforesaid basis, it was contended that while determining proportionate entitlement, the Competent Authority rightly took into account the sanctioned plan of the year 2020.

10. Learned counsel for respondent No. 1 further submitted that the Competent Authority has rightly granted conveyance of land admeasuring 7020.69 square meters together with the constructed portion measuring 17,765.41 square meters, as also proportionate rights in the open spaces, common roads, and common facilities. According to him, the order reflects a balanced and lawful determination of the rights flowing from the agreements and the sanctioned plans.

11. Inviting attention to the areas reflected in the layout plan dated 9 November 2012, learned counsel submitted that the net gross plot area therein was shown as 24,620.64 square meters, the net area of the plot was 13,641.93 square meters, and the total relevant area was considered as 18,465.68 square meters. It was further submitted that on such basis the total proposed built-up area was 18,372.42 square meters. Learned counsel therefore urged that the impugned order passed by the Competent Authority is fully in consonance with the material on record and in accordance with law.

12. Learned counsel for respondent No. 1 then invited attention to the orders of the Supreme Court dated 25 April 2025 and 28 May 2025. He submitted that the Supreme Court had granted liberty to the respondents to place their respective representations before the Competent Authority on all aspects relating to quantification of the area over which conveyance was to be executed. It was therefore argued that the earlier order of this Court dated 27 February 2025 stood modified to the aforesaid extent, and the Competent Authority was not restricted in the narrow manner suggested by the petitioners. In support of his submissions, learned counsel relied upon the decisions in *Swastik Promoters and Developers through Partners Chetan Purushottam Patel and Others v. Competent Authority, District Deputy Registrar* *of Co-operative Societies and Another,* 2025 SCC Online Bom 256, *Arunkumar H. Shah HUF v. Avon Arcade Premises Co-operative Society Limited and Others,* reported in (2025) 7 SCC 249, and the decision of this Court in *Nahalchand Laloochand Pvt. Ltd. and Others v. Shri Panchamrut CHS Ltd. and Others* in Writ Petition No. 2222 of 2025. On the basis of these authorities, it was submitted that the view taken by the Competent Authority is at least a possible and plausible view, and merely because another view may also be possible, this Court ought not to interfere in exercise of writ jurisdiction.

13. Mr. Tejas Deshmukh, learned counsel appearing for respondent Nos. 2 to 4, submitted that in the deemed conveyance application the petitioners themselves relied upon the agreement executed in the year 2018, and that agreement formed the basis of adjudication in the earlier round of litigation prior to remand. According to him, once after remand the purchasers accepted and relied upon the recitals contained in the agreement of 2018, they must be held to have waived or abandoned any rights allegedly flowing from earlier agreements executed prior to 2018. He further submitted that there is no specific pleading in the application that out of 282 purchasers, as many as 256 purchasers were governed by agreements which did not contain any clause regarding disclosure of development potential, as now canvassed on behalf of respondent No. 1. According to him, in absence of foundational pleadings, such contentions cannot now be entertained.

14. Learned counsel for respondent Nos. 2 to 4 placed reliance upon the judgment of the Supreme Court in *Union of India and Others v. N. Murugesan and Others,* reported in (2022) 2 SCC 25. He submitted that though the said decision arose in the context of service jurisprudence, the principles relating to acquiescence, election, and the doctrine that a party cannot approbate and reprobate are of general application and would equally govern proceedings under the Maharashtra Ownership Flats Act. On that basis, it was contended that the petitioners, having accepted benefits or positions arising from the 2018 agreement, cannot now be permitted to take an inconsistent stand. He therefore prayed for dismissal of the petitions.

15. Mr. Yatin Khochare learned AGP, appearing for the State authorities, invited attention to the calculations undertaken by the Competent Authority. It was submitted that as per the plan dated 9 May 2020, the total area considered was 2,91,144.64 square meters. Out of the said area, after making permissible deductions, the plot area was worked out at 20,620.29 square meters. It was further submitted that the total proposed built-up area was 52,178.30 square meters, out of which the built-up area attributable to the petitioner society was 17,765.41 square meters. On that basis, the proportionate land area of 7020.69 square meters was directed to be conveyed. Learned AGP, therefore, submitted that the determination made by the Competent Authority is based on objective calculations and does not warrant interference. Accordingly, dismissal of the petitions was sought.

REASONS AND ANALYSIS:

16. I have considered the rival submissions made by the learned advocates appearing for the parties and also perused the record produced before this Court. The entire matter has to be seen by a combined reading of the agreements, the sanctioned layout, the conduct of the promoter, the stage at which the society came to be registered, and the binding effect of the earlier orders passed by this Court as well as by the Supreme Court.

17. The petitioner society shown before this Court that its members are the flat purchasers who entered into agreements with the promoter and paid consideration for acquiring flats in the project as represented to them from time to time. The material placed on record shows that the layout plan dated 9 November 2012 indicates three residential wings described as A, B and C. Each wing consists of 94 flats. Thus, the residential component itself was identifiable. The plan also reflects an amenity area and a commercial component. A layout plan representation of the manner in which the project is proposed to be developed. Purchasers make decisions upon such plan because it informs them about living conditions. Therefore, when a promoter circulates a sanctioned layout, the same becomes a material circumstance in judging later conduct.

18. It is also borne out from record that the members entered into separate agreements over a span of time and that most of such agreements were executed before registration of the petitioner society on 11 April 2019. Under the scheme of MOFA, the stage prior to formation of the society is the stage where purchasers are dependent upon the promoter for truthful information. Once the society is formed, rights begin to crystallize. Therefore, if most purchasers came into the project before registration of society, then the disclosures made to them at that time assume importance. The promoter cannot induce purchasers to join the scheme on one understanding and thereafter, when the society comes into existence, alter the project to the prejudice of those purchasers.

19. The principle laid down by the Supreme Court in *Jayantilal Investments v. Madhuvihar Coop. Housing Society (*2007) 9 SCC 220 and later applied by this Court in *Malad Kokil Co-operative Housing Society v. The Modern Construction Co. Ltd.* (2012) 46 Bom CR 476 is squarely applicable the present controversy. Those judgments hold that the promoter is obligation to make full and true disclosure of the development potential of the plot by placing sanctioned layout plan before them.

20. In my opinion such disclosure includes future loading of FSI, TDR, additional phases, multiple buildings and all material aspects of the scheme. The said obligation is not diluted by Section 7A or by amendment to Section 7(1)(ii). Much argument was advanced as if those provisions give liberty to promoter in all circumstances. Those provisions cannot be isolated from Sections 3 and 4 of MOFA. Section 4(1A) and prescribed Form V support the requirement of complete disclosure.

21. The real test, therefore, is, whether the entire project reasonable clarity was placed before the flat takers at the time of entering into agreements. If yes, then later construction forming part of that same disclosed project may be permissible. But if later claims travel beyond what was originally disclosed, then the promoter cannot compel acceptance on basis of unilateral revision. Consent under MOFA must arise from informed knowledge.

22. Applying this principle, the society says that what is now relied upon by respondents was never part of the original disclosed scheme. Once purchasers have entered agreements and society is formed on disclosed basis, later unilateral changes cannot override accrued rights. The petitioners have pointed out specific dates of completion of buildings. According to them, Wing A was completed in October 2016, Wing B in October 2018, and Wing C in January 2016. These dates indicate that substantial construction of the society had completed before the disputed later exercise. Once buildings are completed and purchasers occupy flats, the project ceases to be proposal. At that stage, rights relating to open areas, common facilities and conveyance assume significance.

23. The petitioners also placed on record Architect's Certificates dated 18 February 2024 and 13 May 2025 before the Competent Authority. In matters of proportionate conveyance, measurement and built area are relevant factors. The central case of petitioners is that when the built-up area consumed by Wings A, B and C is tested by procedure contained in Government Resolution dated 22 June 2018, the land proportionate thereto works out to 23,362.259 square meters.

24. The petitioners next contend that reliance upon an alleged revised layout or IOD dated 09 March 2020 is misplaced. Their submission is that by that time the society stood registered, and the original project had acted upon. Therefore, the promoter could not diminish the society's conveyance rights. While every later document is not void, a subsequent plan cannot retrospectively take away rights already accrued unless supported by informed consent. Later sanctions do not destroy pre-existing rights.

25. This Court finds that the later plan cannot be permitted to cut down a right which had already arisen from the original arrangement unless three elements are clearly shown. First, there must be clear disclosure to the purchasers. Second, there must be informed consent. Third, there must be proper sanctioned basis. In present matter, these elements are not established in the impugned order.

26. Turning now to the respondents' defence, it was contended that the project was disclosed in stages and that agreement dated 9 October 2018 mentioned total net area of 28,110.16 square meters and total potential area of 51,160.49 square meters. It was also urged that the agreement specified three phases, of which Phase I alone had then commenced. On this basis, respondents submit that purchasers were put to notice regarding overall development potential. A mention of potential figures in an agreement is one circumstance, but not complete answer under MOFA. Numbers alone do not disclose the real scheme. Purchasers need to know where future construction may arise, its scale, impact on amenities, open spaces, access, density, common facilities and relation with their own building rights. Mere insertion of large figures without specific project particulars may amount to formal notice, but not full and true disclosure contemplated by Act.

27. Learned counsel for respondent No. 1 further submitted that because potential area was disclosed, the Competent Authority rightly relied on sanctioned plan of 2020 while determining proportionate area. A later sanctioned plan may be relevant, but it cannot supersede statutory obligations owed at earlier stage. If later plan differs from earlier disclosed scheme, the authority must first determine whether such change is permissible. Without that enquiry, mere existence of later plan cannot justify reduction in conveyance area. The Act requires informed consent. Purchasers cannot be assumed to have agreed to every variation because some vague development potential was mentioned. In *Malad Kokil Co-operative Housing Society* it has been stated that promoter must place the whole scheme before purchasers, and if later construction is not in accordance with the layout shown at the time of agreement, prior consent becomes necessary. That principle answers the respondents' argument. The issue is whether the development now relied upon by respondents formed part of the originally disclosed scheme governing the purchasers and the society. On present record, that burden has not been satisfactorily discharged by respondent No. 1.

28. When rights of conveyance are to be curtailed, the scrutiny must be strict. A society once formed represents collective rights of all flat takers. Such rights cannot be reduced by inference. For these reasons, the petitioners' challenge gains force.

29. The clarification dated 12 January 2026, relied upon by the petitioners, also deserves notice. If the Corporation states that the IOD not a final approved plan, then the Competent Authority could not have treated such document as foundation for reducing the area to be conveyed. A statutory authority must distinguish between provisional permissions and final sanctioned plans. To use a limited clearance as if it altered entitlements would be legally unsound. In matters of deemed conveyance, the authority deals with transfer of valuable land rights. Therefore, the evidentiary basis must be lawful.

30. By order dated 27 February 2025, this Court had remanded the matter for limited issue, namely ascertainment of land proportionate to the built-up area consumed in construction of the society buildings. The language of the order was restrictive. It was not an open remand. This Court had directed that no other objection shall be entertained. Once such order is made, the subordinate authority is bound to obey it in letter and spirit. The earlier order therefore defined the scope of enquiry. The Competent Authority was required to determine proportionate land by examining built-up area consumed by the society buildings and applying relevant principles. It was not authorised to revisit the factual basis of entitlement. Yet it appears that the authority entered into a reconsideration. It relied upon the revised plan of 2020, reassessed the society's entitlement on grounds beyond the limited remand, and virtually reopened matters outside the remitted scope. When a superior court limits the scope of remand, a subordinate authority cannot enlarge that scope. Therefore, the present case discloses a jurisdictional error.

31. The respondents sought support from the orders of the Supreme Court dated 25 April 2025 and 28 May 2025. It was argued that liberty had been granted to make representations before the Competent Authority on all aspects relating to quantification of area. Even assuming such liberty was granted in broad words, the same must be read harmoniously with the statutory scheme and with the context in which it was granted. Liberty to make representation is not identical to power to rewrite rights. It only enables parties to place their submissions, materials, and objections for lawful consideration. It does not erase MOFA. It does not cancel the duty of full disclosure. It does not nullify earlier judicial findings unless expressly stated. Nor does it transform a limited remand into fresh adjudication. Even if the respondents were permitted to urge all contentions on quantification, the Competent Authority still had to act within law. Quantification cannot be detached from legal entitlement. If the basis relied upon was unsupported by proper disclosure, then the authority could not adopt it merely because parties argued for it.

32. Liberty to represent also cannot mean liberty to ignore binding precedents such as *Jayantilal Investments* and *Malad Kokil Co-operative Housing Society.* Those decisions continue to apply to the promoters and flat takers under MOFA. Liberty cannot override law unless stated so in the order. The promoter must make full disclosure of the entire project. Consent cannot be presumed from vague clauses. Additional development beyond disclosed scheme requires legal justification. These principles stand unaffected by the respondents' version of the Supreme Court orders. Hence, the said orders do not assist the respondents in sustaining impunged order. The judgment in *Jayantilal Investments* declares that the promoter's duty of disclosure remains unaffected. The entire project, whether one building scheme or multiple building scheme, must be placed before flat takers at the time of agreement. It further indicates that residual FSI or development potential cannot be treated lightly. The decision in *Malad Kokil Co-operative Housing Society* holds that if construction is not part of the layout disclosed to purchasers, prior consent is necessary.

33. The record does not show that the petitioners consented to a later revision by which their conveyance area would stand reduced to 7020.69 square meters. No informed consent of the society has been demonstrated. On the contrary, the petitioners have shown that the buildings for which they claim conveyance were already completed. If so, entitlement must ordinarily be examined with reference to built-up area actually consumed by those buildings. The calculation adopted by the Competent Authority itself suffers from lack of transparency. The figure of 7020.69 square meters is mentioned as if self-evident, but the route by which that number was reached is not disclosed. When rights in land are determined, the authority must indicate total area considered, deductions, basis for selecting one plan over another and treatment of built-up area. The petitioners claimed 23,362.259 square meters. The authority granted 7020.69 square meters. Such curtailment required clear explanation supported by documents.

34. Respondent Nos. 2 to 4 argued that the petitioners have approbated and reprobated by relying upon the agreement of 2018. The doctrine applies where a party consciously accepts one inconsistent position for benefit and later rejects it to prejudice of others. That factual foundation is not shown here. The petitioners have consistently maintained that conveyance must follow original disclosure and actual built-up area consumed by the society buildings. Their stand has remained same. Mere reference to a 2018 agreement in pleadings or proceedings does not amount to surrender of all earlier rights. There is no material to show that all purchasers surrendered benefits flowing from the original layout.

35. Upon conjoint reading of the documents placed on record, the proportionate land area is required to be worked out by applying the Government Resolution dated 22 June 2018, especially clause 2(vi), which contemplates grant of proportionate undivided share in land, easementary rights, open spaces, common amenities, roads, and services in proportion to the constructed area of the applicant society. Therefore, the exercise has to be done on sanctioned layout figures.

36. From the sanctioned layout plan dated 09 November 2012, the following figures emerge:

(i) Gross Plot Area = 25,344.64 sq. mtrs;

(ii) Road acquisition / proposed road deductions = 724.00 sq. mtrs.;

(iii) Net Gross Plot Area = 24,620.64 sq. mtrs.;

(iv) Internal roads / open space etc. are part of common amenities within the layout;

(v) Net Area of Plot after deductions = 13,641.93 sq. mtrs.;

(v) Internal road benefit added for FAR = 4,823.55 sq. mtrs.;

(vi) Total Area for permissible built-up = 18,465.48 sq. mtrs.;

(vii) Residential built-up area of Wings A+B+C = 17,433.39 sq. mtrs.;

(viii) Commercial component = 939.03 sq. mtrs.;

(ix) Total Built-up Area Proposed = 18,372.42 sq. mtrs.

37. Thus, the society buildings A, B and C consume residential built-up area of 17,433.39 sq. mtrs. out of total sanctioned built-up area of 18,372.42 sq. mtrs. Therefore, proportionate ratio is: 17,433.39 / 18,372.42 = 0.94889 approximately 94.889%. Now applying this ratio to the net gross plot area which includes common areas, roads, amenity rights, namely 24,620.64 sq. mtrs.: 24,620.64 × 0.94889 = 23,362.26 sq. mtrs. This tallies with the Architect Certificate produced by petitioners.

38. The 2020 layout relied upon shows enlarged future development potential, TDR loading, special FSI and total built-up area exceeding 52,000 sq. mtrs. Such future layout cannot be used for curtailing vested conveyance rights arising from the original disclosed project, particularly when the society buildings had already been completed and society stood registered in 2019. Under MOFA and the law declared in *Jayantilal Investments and Malad Kokil*, later unilateral expansion cannot diminish proportionate rights unless fully disclosed.

39. Further, Clause (vi) of the Government Resolution of 22 June 2018 require that while granting deemed conveyance for completed building in a larger layout, the society must receive: (i) Undivided share in land proportionate to construction occupied. (ii) Share in open spaces. (iii) Share in common amenities. (iv) Share in roads and services. (v) Easementary rights. Accordingly, on calculation based on the sanctioned layout dated 09 November 2012 and Government Resolution dated 22 June 2018, the land proportionate to built-up area consumed for construction of Wings A, B and C together with undivided share in common areas comes to: 23,362.259 square meters rounded off: 23,362.26 sq. mtrs.

40. Therefore, the figure of 7,020.69 sq. mtrs. adopted by the Competent Authority is not in conformity with the 2012 sanctioned layout, not in consonance with the Government Resolution dated 22 June 2018, and excludes common amenity proportion. The conveyance entitlement of the petitioner society is 23,362.259 sq. mtrs together with appurtenant undivided rights in roads, open spaces, internal amenities and common services.

41. For these reasons, I find that the impugned order dated 7 November 2025 cannot be sustained.

(i) Writ Petition No. 3585 of 2026 is allowed;

(ii) Writ Petition (St.) No.7439 of 2026 stands dismissed;

(ii) The order dated 07 November 2025 passed by respondent No. 5, Deputy District Registrar, Co-operative Societies, Pune and Competent Authority under Section 11(3) of the Maharashtra Ownership Flats Act, 1963, is quashed and set aside;

(iv) It is declared that the petitioner society is entitled to deemed conveyance of land proportionate to the built-up area consumed for construction of Wings A, B and C together with proportionate undivided share in internal roads, open spaces, common amenities, easementary rights and common services in accordance with the Government Resolution dated 22 June 2018;

(v) It is further declared that the proportionate land area so payable and conveyable in favour of the petitioner society is admeasuring 23,362.259 square meters, rounded off as 23,362.26 square meters, out of Survey Nos. 60/1 and 60/2 situated at Village Tathawade, Taluka Mulshi, District Pune;

(vi) Respondent No. 5 shall, within a period of four weeks from the date of uploading of this judgment, issue fresh Certificate of Deemed Conveyance and consequential order in favour of the petitioner society for the aforesaid area, together with recital of proportionate undivided rights in common amenities, roads, open spaces and services;

(vii) Respondent Nos. 1 to 4 shall execute the unilateral deed / instrument of conveyance, if required by the Competent Authority, within four weeks thereafter. In default, respondent No. 5 shall ensure execution and registration of the conveyance in accordance with law through the authorised officer;

(viii) It is clarified that this order shall not prejudice rights, if any, of parties in respect of any balance land unconnected with the petitioner society's proportionate entitlement, if otherwise permissible in law;

(ix) Rule is made absolute in the above terms in Writ Petition No.3585 of 2026;

(x) Rule stands discharged in Writ Petition (St.) No.7439 of 2026;

(xi) There shall be no order as to costs.

(AMIT BORKAR, J.)