

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

Virtual Hearing held through video conference as per
MahaRERA Circular No.: 27/2020

SUO MOTU CASE NO. SM12500049 OF 2025

ASHISH SEA VIEW

...PROJECT NAME

SANGHVI GRUHA NIRAMAN
PRIVATE LIMITED

... PROMOTER

SHASHANK MADHUKAR NAGWEKAR

...APPLICANT FOR
CHANGE OF PROMOTER U/S 15

MAHARERA PROJECT REGISTRATION NO. P51900009877

Order

October 27th, 2025

(Date of hearing - 24.04.2025 - matter was reserved for order)

**Coram : Manoj Saunik, Chairperson, MahaRERA,
Mahesh Pathak, Member-1, MahaRERA &
Ravindra Deshpande, Member-2, MahaRERA**

Advocate Viraj Bansod for Sanghavi Gruhnirman Private Limited.
Advocate Pradeep Gandhi for Shashank Nagwendkar Applicant-Landowner.
Advocate Biswajeet Mukharjee present for allottees.

1. SANGHVI GRUHA NIRAMAN PRIVATE LIMITED is the existing Promoter/Developer within the meaning of Section 2(zk) of the Real Estate (Regulation and Development) Act, 2016 ("said Act") of Real Estate Regulatory Authority ("RERA") and had registered the project "ASHISH SEA VIEW" under section 5 of the said Act bearing MAHARERA Registration No. P51900009877 (hereinafter referred to as the "said Project").
2. On the MahaRERA Project registration webpage the proposed completion date is mentioned as 31.12.2014, revised completion date is mentioned as 30.06.2021 and extended date completion date of the said Project is mentioned as 30.12.2022.

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The Existing Promoter filed an extension application No. EXT51900013460 on 31.12.2022 seeking extension of the said Project under section 7(3) of the said Act. The landowner has filed the instant application for change of promoter on 31.12.2023.

3. The captioned matter was heard on 08.04.2025 and 24.04.2025 wherein the following roznamas were recorded:

08.04.2025

"Neither the outgoing nor the incoming promoters appeared. The advocate for the allottees Mr. Biswajeet Mukherjee appeared and requested the authority to direct the promoters to not create any third-party interest against their properties/ flats until further orders. Thus, all the promoters are directed to not create any third- party rights against the suit flats. The registry is directed to issue fresh notices to all the incoming and outgoing promoters. The matter is adjourned to 24.04.2025 at 03:00 PM."

24.04.2025

"Advocate Viraj appeared for Sanghvi Gruha Niraman Private Limited. Advocate Pradeep Gandhi appeared for Shashank Nagwekar. Advocate Bishwajeet Mukharjee appeared for allottees and requested for continuation of the interim relief and the same is extended until further orders. Parties are at liberty to submit written submissions, if any, on or before 30.04.2025. Subsequently the matter will be reserved for orders from 01.05.2025."

4. The brief submissions of the Applicants / Landowners are as follows:
- A. That the applicant landowners appointed M/s. Jankie as developers of the captioned project through a Development Agreement dated 06.09.2005 and did not authorize any third-party assignment.
 - B. That M/s. Jankie Properties entered into an Agreement with Sanghvi Gruh Nirman Pvt Ltd, on 02.02.2006 without the landowner's consent, creating unauthorized third-party rights.
 - C. That the construction was halted since 2013 and Sanghvi Gruh Nirman Pvt Ltd failed to pay tenant rent, municipal taxes, and MBRRB dues, leading MCGM to issue a stop work notice on 22.01.2013.

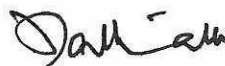
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- D. The Development Agreement and Power of Attorney were terminated by applicant landowners on 12.11.2020 which was published on 12.10.2022. the termination remains unchallenged which has revoked third-party rights.
- E. The MHADA cancelled the NOC granted to Sanghvi Gruh Nirman Pvt Ltd on 21.06.2021.
- F. That Sanghvi Gruh Nirman Pvt Ltd in 2021, issued cheques totalling Rs. 37,00,000 to the tenants, six of which were dishonoured due to insufficient funds.
- G. That the tenants filed a criminal complaint on 15.08.2022 against the Sanghvi Gruh Nirman Pvt Ltd in Dadar police station for misrepresentation and cheating of the tenants.
- H. That the Sanghvi Gruh Nirman Pvt Ltd did not have legal approval or authority from the landowner applicant and have fraudulently sold flats without authority, did not commence construction after MahaRERA registration (P51900009877).
- I. Owners assumed responsibility for redevelopment, tenant relocation, and payments; the dilapidated transit camp housed 42 tenants and was acknowledged as unsafe by Bombay High Court.
- J. Bombay High Court recorded abandonment of the project and confirmed heirs' ownership. The High Court also noted that owners will complete redevelopment and tenant obligations.
- K. Relief sought: Approval to transfer and assign rights of the real estate project (MahaRERA No. P51900009877) in favor of Mr. Shashank Madhukar Nagwekar, owner and authorized attorney of the heirs of late Shri Madhukar K. Nagwekar.
5. The brief submission of the Existing Promoter – Sanghvi Gruh Nirman Pvt. Ltd. is as follows:
- A. The property was owned by applicant landowners, who entered into a Partnership Deed with Sunil Waghdhare, forming *Sunil Housing Corporation* for redevelopment.

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- B. The Sunil Housing Corporation obtained IOD and Commencement Certificate but failed to commence work due to financial constraints.
- C. The Sunil Housing Corporation subsequently entered into an agreement with Janaki Developers, proprietary concern of Mr. Raoji Shivram Rane, but disputes arose that were later settled upon payment of ₹45 lakhs.
- D. Due to non-payment of property taxes, MCGM attached the property, leading to an MoU with Atharva Associates for development, who cleared arrears. However, tenants opposed Atharva Associates and supported Janaki Developers, proprietary concern of Mr. Raoji Shivram Rane.
- E. The MoU with Atharva Associates was cancelled, and a fresh MoU was executed with Janaki Developers, proprietary concern of Mr. Raoji Shivram Rane.
- F. Development Agreement and Irrevocable Power of Attorney, both dated 6 September 2005, were executed by Madhukar Kashinath Nagwekar in favour of Janaki Properties (*a partnership firm comprising Raoji Shivram Rane, Kiran Parulekar and Nandkishore Karkhanis as partners*).
- G. Janaki Properties entered into a registered Articles of Agreement dated 02.02.2006 with the Sanghavi Gruh Nirman Pvt Ltd, appointing it as Co-Developer.
- H. The Sanghavi Gruh Nirman Pvt Ltd, obtained Deed of Conveyance dated 06.11.2010 from Madhukar Kashinath Nagwekar for a consideration of ₹8.6 crores, thereby acquiring ownership and development rights. (Exhibit D)
- I. The Sanghavi Gruh Nirman Pvt Ltd undertook redevelopment, vacated tenants, paid transit rent to MHADA, and completed major construction: 9 floors of rehab wing and 12 floors of sale wing, spending approximately ₹30 crores.
- J. The Sanghavi Gruh Nirman Pvt Ltd's shareholding comprised Sanghvi Group (45%), Vora Group (45%), and Shah Group (10%). The Vora family, founders of Kavya Group, managed financing and development through Kavya Buildcon Pvt. Ltd. (KBPL).
- K. That financial assistance was initially availed from DHFL and was later taken over by ECL Finance Ltd. and Edelweiss Housing Finance Ltd. (EHFL).
- L. That sanction letters from (ECL) and (EHFL) approved facilities of ₹150 crores and ₹25 crores, respectively, to KBPL for group projects, including *Ashish Sea View Project*.

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- M. Corresponding Loan Agreements were executed by KBPL, with approval from Madhukar Kashinath Nagwekar, Jankie Properties and Sanghvi Gruh Nirman Pvt Ltd.
- N. Two registered Mortgages dated 21.03.2016 were executed by Jankie Properties and Sanghvi Gruh Nirman Pvt Ltd in favour of the lenders, securing movable and immovable assets, including development rights.
- O. Mortgage details were disclosed to MahaRERA vide disclosure dated 29.07.2017 (Exhibit K)
- P. ECL and EHFL subsequently assigned the loans to Edelweiss Asset Reconstruction Company Ltd. (EARCL) through Assignment Agreements, with Notices of Assignment issued to borrowers and security providers.
- Q. On 3 January 2020, EARCL recalled the loan from KBPL, demanding repayment of approximately ₹162 crores with interest.
- R. EARCL issued a SARFAESI¹ Notice over the mortgaged property. KBPL replied on, which EARCL refuted.
- S. EARCL filed Original Application No.594/2022 before Debt Recovery Tribunal, New Delhi, claiming recovery of ₹499.05 crores. DRT, by Order dated 30 September 2022, directed status quo and granted interim reliefs in para 7 of the original application.
- T. On 7 November 2022, EARCL took symbolic possession in exercise of u/s 13(4) of the SARFAESI Act of the project land, and notices were published.
- U. Legal heirs of Madhukar Nagwekar – Shashank, Ratnakant, and Shubhada Waghdhare – filed S A No.8/2022, challenging the mortgage, but no interim relief was granted.
- V. The Nagwekars later purported to terminate the development rights of Janaki Properties and appointed T-Square as new developers. The Nagwekars disputed EARCL's possession after more than a year for the first time vide letter dated 15.12.2023.
- W. Some tenants filed Writ Petition No.2737/2018 before Bombay High Court challenging a Section 354 MMC notice, seeking restoration of utilities; Nagwekars intervened and filed an Interim Application.

¹ SARFAESI - Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002

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- X. High Court Orders dated 24, 25, 30 August 2023, and 3 October 2023 in writ petition no 2737 of 2018 filed by the tenants, directed Nagwekars to take redevelopment steps.
- Y. The Nagwekars had already divested ownership, and the Respondent No.1, as owner, had mortgaged the property to EARCL, duly disclosed to RERA.
- Z. EARCL filed Interim Application No.2168/2024 before the High Court, seeking recall of earlier orders and injunction against Nagwekars. The High Court, by Order, directed status quo, which continues.
- AA. Further, by orders dated 20.01.2025 and 27.01.2025 in interim application no. 2168 of 2024 filed by the EARCL, the High Court restrained Nagwekars from acting upon prior orders dated 24.08.2023, 25.08.2023, 30.08.2023 and 03.10.2023.
6. The submissions of allottees in brief are as follows:
- A. That a Development Agreement dated 06.09.2005 was executed for redevelopment of the property.
- B. Jankie Properties, being unable to complete the project, assigned its rights to Sanghvi Gruh Nirman as Co-Promoter through an Assignment Deed dated 02.02.2006.
- C. Sanghvi Gruh Nirman Pvt Ltd thereafter commenced construction of "Ashish Sea View" and is duly registered with MahaRERA.
- D. The four allottees herein are bona fide purchasers who executed Agreements for Sale with the Promoter.
- E. The Promoters failed to deliver possession by March 2014 as agreed (here respective possession dated as mentioned in respective AFS).
- F. Due to disputes between the promoters, Jankie Properties terminated all agreements through a Public Notice dated 12.10.2022 published in the Newspaper namely: *Free Press Journal*.
- G. The said conduct is alleged to be a tactic to create third-party rights, rendering all promoters jointly liable for delay.
- H. The Promoter's actions violate Section 15 of the RERA Act, being intended to defeat allottees' rights.
- I. The Promoter has diverted amounts paid by allottees towards corpus funds, rent, and compensation to tenants.
- J. Landlords claim ignorance of the Promoter's involvement despite banner at the site.

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- K. The allottees clarify that the possession date in the Agreement for Sale dated 06.09.2012, wherein it should be read as 08.12.2018 instead of 08.12.2008.
- L. The Complainants are bona fide allottees and not investors, as recognized in *Kamal Agarwal vs. Sakla Developers*.
- M. They have jointly approached this Authority and are not seeking individual reliefs such as possession or interest.
7. Thus, in view of the above, the Authority shall now only deal with the following issues *whether the application for change of promoter be allowed at this juncture?*
8. Before moving ahead to answer the issue framed hereinabove, the following observations are noteworthy.
- A. Late Mr. Madhukar Kashinath Nagwekar granted development rights to Jankie Properties (a partnership firm) vide agreement dated 06.09.2005 and power of attorney dated 06.09.2005. It is pertinent to note that the NOC dated 06.05.1992 and revised NOC dated 23.08.2011 was issued by MHADA (Maharashtra Housing and Area Development Authority) to Jankie Properties. Jankie properties vide agreement dated 02.02.2006 appointed Sanghvi Gruh Nirman as the developers and assigned the development rights to them.
- B. Sanghvi Gruh Nirman Pvt. Ltd. obtained registration of the captioned project on 22.08.2017 and is registered as the promoter. It is pertinent to note that Sanghvi Gruh Nirman Pvt. Ltd. has declared Jankie properties to be the landowner – co-promoter of the captioned project, however the same does not stand the test of fact as the landowner of the project property at the time of registration of the project was Late Mr. Madhukar Kashinath Nagwekar, and at present the landowners are his legal heirs.
- C. The original owner of the project land, Mr. Madhukar Kashinath Nagwekar was deceased on 16.05.2021, as per the certificate of death placed on record by the landowner.

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D. The applicant for the change of promoter u/s 15 i.e. Mr. Shashank Madhukar Nagwekar states that he is the authorised signatory on behalf of himself and all other legal heirs of Madhukar Nagwekar. Mr. Shashank has also placed on record a copy of the property card, however the same is not completely legible for proper perusal. The applicant Mr. Shashank Nagwekar has also placed on record a power of attorney dated 30.08.2022 registered and executed by all legal heirs of late Madhukar Nagwekar in favour of Mr. Shashank Nagwekar.

E. The Nagwekars vide public notice dated 12.10.2022 terminated development agreement dated 06.09.2005. The Mumbai Building Repairs and Reconstruction Board, a MHADA unit, vide notice dated 21.06.2021 cancelled the NOC dated 06.05.1992 and revised NOC dated 23.08.2011 was issued to Jankie Properties. Further, the MHADA unit granted Revised NOC for redevelopment of the captioned project on 25.03.2025.

F. The captioned project is a redevelopment project in which existing tenants of the cooperative housing society are promised alternative accommodations and allottees were promised apartments vide their respective agreement for sale.

G. Complaints in this project were filed and the status of their proceedings before this Authority is tabulated hereinbelow:

Sr. No.	Complaint no and date of filing	Status	Order date.
1.	CC00600000044131 26.06.2018	Disposed as withdrawn	24.09.2018
2.	CC00600000056419 03.10.2018	Disposed with liberty to file complaint in proper format	18.12.2019
3.	CC00600000089656 15.06.2019	Complainant is held to be entitled for interest till possession u/s 18 of the Act	24.02.2020
4.	CC00600000089656/ APPL/NC/2 22.07.2020	Recovery warrant dated 19.04.2022 issued by the Secretary, MahaRERA. Further, second non compliance application was disposed by the bench of Adjudicating Officer, MahaRERA vide order dated 26.06.2025 for want of prosecution.	19.04.2022 and 26.06.2025

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5.	CC006000000292803 24.09.2022	Dismissed as complaint becomes infructuous to seek reliefs under section 7	21.11.2024
6.	CC006000000303137 31.10.2022	Disposed for being premature	21.11.2024
7.	CC006000000480064 16.04.2024	Reserved for order.	

H. The dispute regarding the ownership of land is raised by the Sanghavi Gruh Nirmal Pvt Ltd, on the grounds that the project property was conveyed to Sanghvi Gruh Nirman Pvt Ltd. by late Mr. Madhukar Kashinath Nagwekar vide conveyance deed dated 06.11.2010 for a consideration of ₹8.6 crores and that there is a mortgage charge created in favour of EARCL. With this regard it is pertinent to note that Sanghvi Gruh Nirman Pvt Ltd. furnished a title report along with other prescribed documents in order to obtain registration for the captioned project from this Authority. The title certificate dated 19.12.2011 declares Late Madhukar Kashinath Nagwekar as the owner and that Jankie properties and Sanghvi Gruh Nirman Pvt Ltd have right to redevelop the project property in terms of the respective development agreements. Further Sanghvi Gruh Nirman Pvt Ltd also avers that symbolic possession of the project land is taken by EARCL under the provisions of SARFAESI Act.

I. The Hon'ble High Court of Bombay vide order dated 30.08.2023 observed that the landowner is willing to complete the project. The Hon'ble High Court also observed that execution of PAAA (permanent alternate accommodation agreement) is necessary to be executed with the tenants of the society. It is noteworthy that although the Hon'ble High Court of Bombay vide order dated 30.08.2023 observed that the Nagwekars are ready to take over the project, the Hon'ble High Court vide orders dated 20.01.2025 and 27.01.2025 in an interim application no. 2168 of 2024 filed by the EARCL, restrained Nagwekars from acting upon its previous orders in Writ petition no 2737 of 2018 and directed that status quo be maintained till further orders.

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- J. Written statements have been filed by 4 allottees who also were complainants in complaint number CC006000000303137. The allottees aver that they wish to rely on the same submissions filed in the complaint number CC006000000303137. The particulars in the claims of the allottees are tabulated below:

Name of Allottees	Flat No	Date of AFS ²	Total Consideration (INR)	Amount claimed to have paid (INR)
Jignesh Vora and Mona J Vora	1002 - 1400 sq ft.	31.01.2014	8,50,00,000/-	7,23,89,565/-
Janvi P. Vaswani and Prakash V. Vaswani	801 - 1400 sq ft.	06.09.2012	3,51,00,000/-	3,36,39,583/-
Murlidhar Valecha	802 - 1400 sq ft.	27.09.2012	3,51,00,000/-	3,34,65,903/-
Rita Bipin Doshi and Laxmi Valecha	1301 - 1400 sq ft.	15.09.2014	4,45,00,000/-	48,00,000/-

- K. The allottees aver that the landowners and the developers are jointly liable towards the obligation in terms of the agreement. The agreement for sale of respective flats in the project have been executed and registered between Sanghvi Gruh Nirman Pvt Ltd and the respective allottees. The allottees rely on the order dated 26.02.2024 issued by the Hon'ble Bombay High Court in the case of *Wadhwa Group Housing Private Ltd. VS Mr. Vijay Choksi, SSS Escatics Pvt. Ltd.*

- L. The issue pertaining to the mortgage charge in favour of EARCL on the project land is under proceeding for determination before the Hon'ble Bombay High Court. However, it is pertinent to note that the first loan application put on record by the Sanghvi Gruh Nirman Pvt Ltd is made by Kavya Buildcon Private Limited vide application dated 23.12.2015 and 28.12.2015. A consequent loan agreement dated 05.02.2016 between Kavya Buildcon Private Limited and ECL Finance Limited records the mortgage of development, construction and completion of captioned project as "Project 6". Another loan agreement dated 05.02.2016 between Kavya

² AFS - Agreement for Sale

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Buildcon Private Limited and Edelweiss Housing Finance Limited records the details of mortgaged 9 units of the captioned project as "*Project 6 sold units*". It is pertinent to note that the agreement between the allottees are executed and registered before the execution of loan agreements.

9. In view of the observations in para 8 I, the Authority is of the opinion that at this juncture, the status quo directed by Hon'ble High Court of Bombay is in effect. The MHADA has terminated the NOC given to Jankie Properties. Jankie properties has also not challenged or has not filed any material on record to claim in any manner that the termination of development agreement is challenged by them.
10. The argument of Sanghvi Gruh Nirman Pvt Ltd that they are the rightful owners of the property is primarily untenable as the conveyance deed on the basis of which they wish to assert their rights is not registered under the Registration Act. Thus, the same cannot be termed as a valid executed instrument through which the title of the land can be passed. Further, Sanghvi Gruh Nirman Pvt Ltd has declared Madhukar Kashinath Nagwekar as the owner of the project land in the title certificate dated 19.12.2011 despite their alleged conveyance deed dated 06.11.2010 being executed prior to such declaration. Further, the Sanghvi Gruh Nirman Pvt Ltd has declared Jankie properties as the landowner-co-promoter on the MahaRERA project registration webpage, which appears to be in contradiction to what has been certified in the aforesaid title report filed by the promoter.
11. With regard to the claim of allottees, the Authority shall first move its attention towards the position of law set by the Hon'ble Supreme Court of India in the judgement dated 23.07.2019 delivered in *Writ Petition (C) No. 940/2017, Bikram Chatterji & Ors. Vs. Union Of India & Ors.* along with other petitions. The relevant part of the same is reproduced hereunder:

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"131 In this case, as they have paid money invested in projects, it is for the courts to do complete justice between the parties and to protect the investment so made and interests of home buyers and to ensure that they get the perfect title and the fruits of their hard earned money and lifetime savings invested in the projects.

136. On the strength of the provision of section 19(4) of RERA, learned senior counsel has submitted that the allottee should be entitled to claim the refund and compensation, if the promoter fails to comply or is unable to give possession of the apartment, plot or building in accordance with the terms of the agreement for sale or due to discontinuance of his business as a developer on account of suspension or revocation of his registration under the provision of the RERA or the rules and regulations made thereunder. He submitted that the right of the allottees is restricted to only receiving the compensation from the promoters. We wholly disagree with the submission. It is made in oblivion of the provisions of Section 8 of the RERA which provides for completion of the development projects by the competent authority or by the association of allottees or in any other manner, as may be determined and the association of allottees shall have the first right of refusal for carrying out the remaining development work is the wholesome provision contained in the second proviso to section 8. To claim compensation is at the option of the allottee if the allottee wants to go out. That is an additional right, not the only right conferred under the RERA. He cannot be left in lurch but is entitled to claim the refund if he so desires. It is his option to claim the refund along with interest and 255 compensation which is to be determined under the RERA. The rights of the allottees are not restricted to only receiving the compensation as submitted. The submission is too tenuous to be accepted.

137. A submission has also been raised that the RERA recognises and protects interests of the lenders and does not in any manner take away rights under any of the existing statutes such as T.P. Act, Debt Recovery Tribunal Act, SARFAESI Act. It is apparent from a perusal of RERA, which is a special Act, that certain rights have been created in favour of the buyers. The provisions of RERA have to prevail. When we come to the question of protection of rights of buyers even if RERA had not been enacted, under aforesaid laws in the facts of the case, a different view could not have been taken. However, there is no dispute that the bankers would have the right to recover their dues from whom and in what manner is the question which we have already answered. The provisions of RERA are beneficial to the home buyers and are intended to insulate them from fraudulent action, ensures completion of the building and it is the duty of the court to protect and ensure the home buyers' interest and at the same time to hold them responsible for the duties enjoined upon them under the said statute."

12. The facts in the instant application is quite similar to the case quoted above due to which the precedence set forth by the Hon'ble Supreme Court becomes relevant and applicable to a significant extent. As observed in para 8 L hereinabove, the alleged mortgage of the project and sold units therein is created subsequent to the execution of agreements for sale between Sanghvi Gruh Nirman Pvt Ltd and the allottees. In such a scenario, in any case, the Authority

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opines that the rights of the allottees shall prevail under RERA over the rights of mortgagee under SARFAESI (if any).

13. Whereas till the direction of status quo issued by the High Court on the acts of all parties therein in proceedings, the EARCL and especially the landowners is in effect, the Authority shall restrain itself from passing any order on merits of the case as the interim application no 2168 of 2024 filed by the EARCL under proceeding before the Hon'ble Bombay High Court has a direct bearing on the issue in the present application. Thus, at this juncture the Authority is of the primary opinion that the application for change of promoter be put in abeyance till the final outcome and determination of rights and interests by the High Court in the interim application number 2168 of 2024 filed by the EARCL.
14. In the interest that the rights of allottees be protected, the Authority directs the EARCL, the Kavya Buildcon Private Limited, the Sanghvi Gruh Nirman Pvt Ltd, the legal heirs of the original landowner, Jankie Properties (a partnership firm), to maintain status quo and not to create third party rights till further orders of the Authority and thus the direction in roznama dated 24.04.2025 shall continue.
15. The legal heirs of the landowner are at liberty to approach the Authority to revive the proceedings in the instant application subsequent to the conclusion of the proceedings before Hon'ble High Court of Bombay with respect to the project property.
16. No order as to costs.

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27.10.2025
Ravindra Deshpande
Member-2, MahaRERA

Mahesh Pathak
Mahesh Pathak
Member 1, MahaRERA

Manoj Saunik
Manoj Saunik
Chairperson, MahaRERA