

AGK

IN THE HIGH COURT OF JUDICATURE AT BOMBAY  
CIVIL APPELLATE JURISDICTION

WRIT PETITION NO.16411 OF 2024

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GANESH  
KULKARNI

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1. **Mahendra Narayan Lade,**  
Age 68, Occupation Business
  2. **Jayant Narayan Lade,**  
Age 50, Occupation Business
  3. **Santoshi Mahendra Lade,**  
Age 48, Occupation Business,  
All are having address at A/3,  
2nd Floor, Laxminarayan Apartment,  
Opposite Grampanchayat Fish Market,  
At/Post Vangaon, Taluka Dahanu,  
District Palghar 401 103
- ... **Petitioners**

**Vs.**

1. **Laxminarayan Apartment Coop.  
Housing Society Limited,** having  
address at Vangaon, Taluka Dahanu,  
District Palghar
2. **S.M. Enterprises,** a partnership  
(dissolved), through its partners
- 2a. **Suresh Ratilal Kansara,**  
having address at Abhishek Bungalow,  
Opposite to Ramchandra & Rajani  
Bungalow, At Post Vangaon,  
Taluka Dahanu District Palghar 401 103
- 2b. **Paras Sureshchandra Kansara,**  
At Abhishek Bungalow, Opposite to  
Ramchandra & Rajani Bungalow,  
At Post Vangaon, Taluka Dahanu,  
District Palghar, 401 103

**2c. Vinay Dhansukhlal Kansara (deceased)**

Abhishek Bungalow, Opposite to  
Ramchandra & Rajani Bungalow,  
At Post Vangaon, Taluka Dahanu,  
District Palghar, 401 103

**3. The State of Maharashtra**

**... Respondents**

Mr. Mandar Soman for the petitioners.

Ms. Hosanna Fernandez or respondent No.1.

Smt. S.D. Chipade for respondent No.3-State.

**CORAM : AMIT BORKAR, J.**

**RESERVED ON : APRIL 27, 2026.**

**PRONOUNCED ON : MAY 5, 2026**

**JUDGMENT:**

1. By the present writ petition instituted under Articles 226 and 227 of the Constitution of India, the petitioners call in question the legality, validity, and propriety of the order dated 15 July 2024 passed by the District Deputy Registrar, Cooperative Societies, Palghar, whereby the Competent Authority has been pleased to grant deemed conveyance in favour of respondent No.1 Society.

2. The facts giving rise to the present petition, as set out by the petitioners, may be briefly stated thus. The petitioners claim to be co-owners of an uncultivated land bearing N.A.S. No. 37/8, Hissa No. 3, admeasuring 2350 square metres, situated at Mauje Wangan, Taluka Dahanu, hereinafter referred to as “the said property”. Petitioner No.4, late Vijay Dhansukhlal Kansara, was

one of the partners of M/s S.M. Enterprises, a partnership firm which has since been dissolved. Respondent No.1 is a Cooperative Housing Society registered on 13 January 2003 under Section 9A of the Maharashtra Cooperative Societies Act, 1960, in accordance with Section 10A of the Maharashtra Ownership Flats Act, 1963. Respondent No.2 is the said partnership firm, now dissolved, and respondent Nos.2(a) to 2(e) are its erstwhile partners, along with the petitioners, who had undertaken development of respondent No.1 Society pursuant to a Development Agreement dated 23 March 1992. It is the case of the petitioners that they were arrayed as original respondent Nos.4 to 6 before the Competent Authority, whereas respondent No.1 herein was the original applicant, and respondent Nos.2 to 2(e) were original respondent Nos.1 to 3. The impugned order granting deemed conveyance has been passed by the Competent Authority in those proceedings. The total area of the said property admeasures approximately 2350 square metres. Out of the said extent, about 1950 square metres was allotted by the petitioners to respondent No.2 firm for the purpose of development under a Development Agreement dated 26 March 1992. Pursuant thereto, respondent No.2 obtained building permission bearing No. D.P./Uncultivated/Construction/S.R./3/92 dated 27 July 1992 from the Sub-Divisional Officer, Dahanu Division.

**3.** In terms of the said building permission, construction was permitted only on an area of 478 square metres, while the remaining area of 1872 square metres was required to be kept open and free from construction. As per the sanctioned plan, the

permissible built-up area was confined to 478 square metres. It is stated that respondent No.2 constructed a building known as “Laxmi Narayan Apartment” on the said property and sold flats and shops therein to members of respondent No.1 Society. It is further the case of the petitioners that under the Sale Deeds executed between respondent No.2 firm and the flat purchasers, it was expressly stipulated that the additional FSI would vest with the promoters, who would retain the right to undertake further construction on the said property, and that conveyance of the land would be effected only upon completion of the entire development. It is further stated that respondent No.2 constituted an association of flat purchasers and shopkeepers, and in continuation thereof, respondent No.1 Society came to be registered on 13 January 2003. According to the petitioners, since the development rights were retained, an application seeking permission for further development was submitted to the Planning Authority on 29 June 2022, which was received on 10 October 2022 along with payment of requisite scrutiny fees. It is their grievance that subsequent to the said application, respondent No.1 Society approached the Competent Authority seeking deemed conveyance of the entire property, allegedly in breach of the contractual terms under which development rights and FSI were expressly reserved in favour of the developers.

4. The petitioners filed their detailed reply opposing the application for deemed conveyance. It was contended that the entire property was never subjected to development, as recorded in the Flat Purchase Agreements, and therefore, no unilateral

conveyance of the entire land could be granted. It was further urged that the contractual stipulation reserving additional FSI and future development rights in favour of the promoters was binding, and that conveyance was contemplated only upon completion of full development. Respondent No.2 also filed its reply opposing the application, contending that only 1950 square metres had been brought under development and that conveyance of the entire 2350 square metres was impermissible. The application was opposed on various other grounds as set out in the respective replies. Respondent No.1 Society filed a rejoinder controverting the contentions raised by the petitioners.

5. The Competent Authority thereafter proceeded to hear the parties. During the course of hearing, the Flat Purchase Agreements were specifically relied upon and brought to the notice of the Competent Authority. Upon conclusion of arguments, the matter was reserved for orders. The petitioners submitted written arguments, and respondent No.2 filed a pursis adopting the submissions advanced on behalf of the petitioners.

6. By the impugned order dated 15 July 2024, the Competent Authority allowed the application preferred by respondent No.1 and granted deemed conveyance in respect of the entire property admeasuring 2350 square metres. The said order proceeds on the basis that construction on the plot admeasures approximately 1174 square metres and that the entire FSI of the plot has been utilized, thereby necessitating conveyance of the entire land. It was further observed that since the Society had been formed in the year 2003, it was incumbent to convey the entire property, including open

spaces, roads, and amenities, in favour of respondent No.1 Society. Being aggrieved thereby, the petitioners have preferred the present writ petition.

7. Mr. Mandar Soman, learned Advocate appearing for the petitioners, assails the impugned order principally on the ground of lack of jurisdiction. It is his submission that the Competent Authority could not have exercised powers under the Maharashtra Ownership Flats Act, 1963 inasmuch as the said enactment was not applicable to Village Vangaon, Taluka Dahanu at the time when the agreements for sale were executed in the year 1993. He submits that the State Government had not issued any notification under Section 1(3) of the said Act bringing the said village within its fold at the relevant time. Reliance is placed on the affidavit filed on behalf of the State Government clarifying that it is only by virtue of Notification dated 17 February 2009 that the provisions of the said Act were extended to areas where it was not previously applicable. It is urged that the operation of a statute is prospective in nature and becomes enforceable in a particular area only from the date on which it is notified for that area. According to him, the Act was not in force in the concerned locality in the year 1993 when the agreements were executed. It is further submitted that an application for deemed conveyance presupposes the existence of an agreement under Section 4 of the Act. Since the Act itself was not applicable to the said village at the relevant time, such an application could not have been entertained. He further submits that there is no provision in the Act conferring retrospective or retroactive operation, and in any case, substantive rights and

obligations cannot be imposed retrospectively. In support of the aforesaid submissions, learned counsel for the petitioners has placed reliance upon the decisions of the Supreme Court in *Civil Appeal No. 5815 of 2019 in the case of Assistant Excise Commissioner vs. Esthappan Cherain and another*, as well as in *Shanti Conductors Pvt. Ltd. vs. Assam State Electricity Board reported in (2019) 19 SCC 529*, and also on the judgment in *Writ Petition (A.S.) No. 8978 of 2021 in the case of Vilas Deshpande vs. Government of Maharashtra*.

8. It is further submitted by the learned counsel that the second ground of challenge pertains to the extent of the property. According to him, the total area of the property is 2350 square metres, out of which only 1950 square metres was made available to respondent No.2 for development under the Development Agreement dated 26 March 1992. This aspect, according to him, is also reflected in the schedule to the agreements executed with the flat purchasers. It is therefore contended that the respondent Society could not have claimed conveyance of an area larger than that which was contractually agreed to be developed. Learned counsel further submits that the impugned order is vitiated on account of violation of principles of natural justice, inasmuch as the Competent Authority has failed to afford an opportunity to the petitioners to verify the correctness of the unilateral instrument of conveyance, as contemplated under Section 11 of the said Act. On this ground also, it is urged that the impugned order deserves to be set aside.

9. Per contra, Ms. Fernandez, learned Advocate appearing for respondent No.1 Society, supports the impugned order. It is submitted that despite the Society having been duly registered in the year 2003 and the flat purchasers having been in possession of their respective premises for over two decades, respondent No.2, being the promoters, have failed to execute the conveyance in favour of the Society. It is her submission that the Society has been in lawful possession and enjoyment of the property since its registration and has been maintaining the same, while its members have been residing in the premises for a considerable period. Despite repeated requests and follow-up, respondent No.2 has neglected to perform its statutory obligation under Section 11 of the Act to convey the property in favour of the Society. Learned counsel further submits that building permission was obtained on 27 July 1992, and the sanctioned layout plan dated 25 February 1992, which was shown to the flat purchasers at the time of sale, indicated the total area of the property as 2350 square metres. It is pointed out that even in the present petition, the total area is stated to be 2350 square metres, comprising 478 square metres earmarked for construction and the remaining area required to be kept open. It is submitted that upon formation and registration of the Cooperative Housing Society on 13 January 2003, an enforceable right accrued in favour of the Society to seek conveyance. It is further submitted that under clauses 11 and 12 of the agreements for sale, respondent No.2 was under an express obligation to execute the conveyance and transfer all right, title, and interest in the property in favour of the Society upon its

formation. Despite such obligation becoming operative, respondent No.2 has failed to take any steps to execute the conveyance.

**10.** It is further submitted that the affidavit filed by the State of Maharashtra dated 20 February 2026 clearly records that by virtue of Notification dated 17 February 2009 bearing No. MA/SR/South-229/2006-08, Village Vangaon, Taluka Dahanu, District Palghar falls within the applicability of the Maharashtra Ownership Flats Act, 1963. It is contended that once the Act has been made applicable to the area, the provisions thereof govern the rights and obligations of the parties. The applicability of the Act, according to her, does not depend upon the date of execution of the agreement for sale. It is submitted that the obligations cast under the Act are continuing in nature and subsist until they are duly performed, culminating in conveyance of title in favour of the Society. Upon the issuance of the notification dated 17 February 2009, respondent No.2 became bound to execute the conveyance within a reasonable period, and in any case within the statutory period prescribed.

**11.** Learned counsel further submits that the petitioners have not specifically disputed the applicability of the Act and the Rules framed thereunder to the said property. It is urged that by virtue of the Notification dated 17 February 2009, the provisions of the Act were extended to the entire State of Maharashtra, including the area in question. Consequently, the statutory obligations under Section 11 of the Act and Rule 9 of the Rules of 1964 became fully enforceable against respondent No.2. It is contended that despite the Act becoming applicable, respondent No.2 has failed to execute

the conveyance in favour of the Society in accordance with the statutory mandate, thereby continuing in breach of its obligations.

**12.** Smt. S.D. Chipade submitted that Respondent No.3 has filed an affidavit placing reliance upon Section 1(3) of the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963. It is stated therein that a subsequent Notification dated 17 February 2009, issued and published by the State Government of Maharashtra, has been produced on record. By the said Notification, in addition to the areas to which the Act was previously applicable, the entire territory of the State of Maharashtra has been brought within the purview of the provisions of the said Act. A copy of the said Notification dated 17 February 2009, bearing No. MA/SR/South-229/2006-08, has been annexed to the affidavit and marked as Exhibit R-1. It is further stated that, by virtue of the said Notification, Village Vangaon, Taluka Dahanu, District Palghar, stands included within the jurisdiction and applicability of the provisions of the said Act.

**REASONS AND ANALYSIS:**

**13.** I have gone through the pleadings, the rival submissions and the material placed on record.

**14.** For the purpose of adjudication of the issues arising in the present matter, it is necessary to reproduce and consider the relevant provisions of the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963, which are set out herein below.

“2(c): “promoter” means a person and includes a partnership firm or a body or association of persons whether registered or not, who constructs or causes to be constructed a block or building of flats [or apartments] for the purpose of selling some or all of them to other persons, or to a company, co-operative society or other association of persons, and includes his assignees; and where the person who builds and the person who sells are different persons, the term includes both;

**15.** Section 2(c) defines the expression “promoter” in a wide manner. It includes a partnership firm, or anybody or association of persons, whether registered or not, who constructs or causes to be constructed a building of flats for the purpose of selling them. The definition extends to assignees, and also makes it clear that where the person who builds and the person who sells are different, both would fall within the meaning of promoter. This language designed to ensure that no entity involved in the process of development and sale can escape liability by taking technical pleas regarding its role. Thus, in the present case, even if the development was undertaken through a firm, and even if there were multiple partners or entities acting together, all such persons who participated in the construction and sale would come within the purview of the expression “promoter”.

**16.** When this definition is read along with the scheme of Sections 4, 10 and 11, it becomes clear that the statute fixes responsibility upon the promoter not merely at the stage of entering into agreements, but also at the stage of formation of the society and conveyance of title. The obligation is attached to the status of being a promoter travels with that status. It does not

depend upon the date on which the agreement was executed alone. Therefore, once a person satisfies the description of a promoter, he is bound by the statutory duties so long as the consequences of his acts, such as the sale of flats and existence of the building and society, continue to exist.

**17.** It is in this background that the argument regarding retrospectivity has to be understood. The Act does not declare that agreements executed prior to its applicability are void or invalid. It does not reopen or unsettle past transactions which have already been concluded. In that sense, it is not retrospective. However, the Act becomes applicable to regulate the relationship which continues between the promoter and the flat purchasers or the society, where obligations remain unperformed. The conveyance of title is one such obligation. Until the title is conveyed, the promoter continues to hold interest in the property, and the society continues to be deprived of ownership. This situation is a continuing state.

**18.** Therefore, once the Act is brought into force in a particular area, the promoter, as defined under Section 2(c), becomes subject to its provisions in respect of such continuing obligations. The law does not travel back to undo what has already been done, but it regulates what remains to be done. The failure to execute conveyance is an ongoing default. The statute, therefore, attaches consequences to such continuing default from the date it becomes applicable. This approach does not disturb completed transactions, but it ensures that promoters cannot avoid their obligations by relying upon the timing of the original agreement.

19. In this view of the matter, the definition of “promoter” is important because it attaches liability upon all persons who have undertaken the development and sale. Such persons cannot be permitted to contend that that they stand exempted from statutory duties merely because the agreements were executed at a time when the Act was not applicable. The obligation to convey, being an essential incident of the development and sale, continues, and once the Act becomes applicable, it regulates that obligation in accordance with its provisions.

20. The first submission advanced on behalf of the petitioners is based upon Section 1(3) of the Act. It states that while the Act extends to the whole of the State, its operative provisions do not apply everywhere immediately, but come into force in such areas and from such dates as may be notified by the State Government. In the present case, the material placed on record, particularly the notification dated 17 February 2009, indicates that Village Vangaon was brought within the scope of the Act only from that date. Therefore, it would not be correct to say that the Act was applicable in that village in the year 1993 when the agreements for sale were executed. To this limited extent, the contention of the petitioners has substance.

21. The statute, especially when it creates obligations and liabilities, is generally understood to operate prospectively. It does not ordinarily reach back to govern transactions which were completed at a time when such law was not in force, unless such intention is expressed clearly or can be necessarily inferred. The principle explained in *Mithilesh Kumari v. Prem Behari Khare*,

(1989) 2 SCC 95 supports this approach. However, that principle cannot be applied mechanically. One must look at the wording of the statute, its object, and the kind of right or duty it deals with. In the present case, since the Act itself was not in operation in the area in 1993, the agreements of that period cannot be treated as agreements under Section 4. This aspect cannot be ignored lightly. The record shows, through the affidavit of the State, that by notification dated 17 February 2009, the area in question was brought within the ambit of the Act. Once such notification came into force, the parties became governed by the provisions of the Act, in respect of what remained to be performed. It is important to note that the society had been formed in the year 2003, and the flat purchasers were in occupation of their premises. The promoter, however, had not executed the conveyance. This failure continued even after the Act became applicable. The duty under Section 11 continues until the conveyance is executed. Therefore, when the Act came into force in the area, the promoter could not take a stand that the earlier date of the agreements completely excludes the operation of the statute. The law, once applicable, governs the existing situation and requires compliance with the obligations which remain unfulfilled.

**22.** The petitioners have contended that Section 4 is the basic requirement for invoking the remedy of deemed conveyance, and in absence of an agreement under Section 4, no proceedings under Section 11 could be entertained. Section 11 is enacted to enforce conveyance where the promoter has failed to act in accordance with law and the understanding with flat purchasers. It cannot be

read in isolation. The provision takes into account the entire background, namely the agreements entered into, the construction carried out, the formation of the society, and the failure of the promoter to convey title. If, at the time when the application is made, the Act is already applicable to the area and the society is in existence, it cannot be said that the authority lacks power merely because the agreements were executed before the notification. To accept such an argument would defeat the purpose of extending the Act to new areas. It would allow promoters in such areas to avoid their statutory obligations by relying only on the timing of the agreements. Such an interpretation would render the legislative exercise ineffective.

**23.** The duty cast upon the promoter is not a one time formality which stands completed by execution of agreements. It is an obligation to complete title and to convey the right, title and interest in the land and building to the society. Until that act is performed, the obligation remains unfulfilled. It is necessary to consider that Section 11 is enacted as a remedial provision to address a mischief. The Supreme Court in *Nahalchand Laloochand Pvt Ltd v. Panchali Cooperative Housing Society Ltd.*, (2010) 9 SCC 536 has recognised that the scheme of the Act is to protect flat purchasers from exploitation and to ensure that promoters do not retain undue control over the property after selling flats. The Court has emphasised that the rights of flat purchasers and the society are substantive and cannot be defeated by technicalities or by the conduct of the promoter. Seen in this light, the obligation to convey is statutory in character. Such statutory obligation

continues until it is fully discharged.

**24.** The promoter's failure to convey title is not a completed wrong confined to the past. It is a subsisting injury to the society, which remains without title. Therefore, the consequences of such failure must be assessed with reference to the position as it exists when the authority is approached.

**25.** Once this position is accepted, the effect of subsequent application of the statute becomes clearer. When the Act was extended to the concerned area by notification, the rights governing the parties stood altered prospectively. From that point onwards, the continuing default of the promoter came within the purview of the Act. A statute may operate upon present situations and may affect present rights and obligations, even if the initial transaction was prior in time, provided the statute is applied to present and future stages. In that sense, the Act does not invalidate past transactions but regulates the relationship and the unperformed obligations.

**26.** Therefore, when an application for deemed conveyance is made after the Act has become applicable to the area, the Competent Authority is required to examine the matter as on that date. The authority is not confined to the historical point of time when the agreement was executed. It must consider whether the society exists, whether the promoter has failed to execute conveyance, whether the documents support the claim, and whether it is a fit case to enforce conveyance. The power under Section 11 is thus attracted by the failure of the promoter, and not

defeated because the agreements are prior to the notification.

**27.** The Supreme Court in *Shanti Conductors Pvt. Ltd.* has taken view that the 1993 Act is prospective in nature. The Court has said that the liability created under that Act does not connect with any past event which already happened before the law came into force. The duty to make payment and the consequences attached to such duty arise only after the Act started operating. Because of this position, the Court did not find it necessary to even describe the law as retroactive. It treated the Act as one which works only in future time and not touching what is already completed.

**28.** When this reasoning is brought to the facts of the present case, it becomes necessary to see its correct application. The petitioners have relied on this judgment as if it gives complete support to their case. What the Supreme Court has said is that a statute should not disturb past and completed transactions or take away vested rights unless such intention is shown. It does not mean that every law becomes useless for situations which started earlier but are still continuing. In the present case, the Act is not reopening or cancelling the agreements made in the year 1993. It is not declaring them void. Those agreements remain as they are. But what continues even today is the failure of the promoter to execute conveyance in favour of the society, though the society is already formed and members are in possession. Therefore, applying the Act to such situation cannot be said to be giving it retrospective effect in the legal sense. The law is not going backward to undo something already finished. It is stepping in after its enforcement to regulate a situation which is still

incomplete and where obligation is not yet performed. Once the Act came into force in that area, it started governing such existing and continuing obligations. The difference between a past completed transaction and a continuing default becomes important here. For this reason, though the general rule of prospectivity is well settled, it does not help the petitioners in the present facts. The promoter cannot avoid his duty to convey by only pointing to the old date of agreement. The obligation is still pending. The law now applies to it. Hence, the reliance placed on the principle of prospectivity does not take the petitioners' case further.

**29.** The judgment in *Esthappan Cherian* sets out the settled rule regarding retrospective operation of a statute. In paragraph 16, the Supreme Court has observed that there are many decisions which consistently hold that a law should not be read as retrospective unless such intention is clearly expressed. The Court has referred to the Constitution Bench judgment in *CIT v. Vatika Township Pvt. Ltd.*, (2015) 1 SCC 1 and has reiterated that law looks forward and not backward. A person conducts his affairs based on the law which is in force at that time. If a later law is applied to past acts, it may disturb settled positions and create difficulty. Therefore, unless the legislature clearly provides otherwise, a statute should not alter past transactions or impose fresh burdens in respect of them. This principle is commonly expressed by saying that law looks forward and not backward.

**30.** However, while applying this principle to the present case, a necessary distinction must be kept in view. The issue here is not about setting aside or invalidating the agreements executed in the

year 1993. Those agreements are not being reopened or disturbed. No new liability is being imposed in respect of acts which stood completed at that time. What is under consideration is the continued failure of the promoter to execute conveyance even after the society has been formed, and the purchasers have taken possession. This situation cannot be treated as a closed or completed transaction. It is a continuing state of default which still subsists. In this background, the application of Section 11 after the Act became applicable to the area cannot be regarded as giving retrospective effect to the statute. The law is not being applied to undo the past. It is being applied to regulate a present and continuing obligation which remains unperformed. The flat purchasers, having paid consideration and being in occupation, are entitled to receive conveyance. If the promoter is permitted to avoid this obligation merely by referring to the date of the agreements, it would result in injustice. Therefore, though the principle laid down in the above judgment is binding, it must be understood in its context. In these circumstances, the reliance placed by the petitioners on the said judgment does not advance their case.

**31.** The next ground raised by the petitioners relates to the extent of the property which is made subject matter of the deemed conveyance. According to them, 1950 square metres was made available for development under the Development Agreement dated 26 March 1992, and therefore, the respondent society could not have claimed conveyance of land admeasuring 2350 square metres. The sanctioned layout plan shows the total plot area as

2350 square metres. The agreements executed with flat purchasers also refer to the entire property. Even in the schedule forming part of such agreements, the total area is consistently described as 2350 square metres. It is further seen that out of this, only 478 square metres was permitted for construction, while the remaining area was required to be kept open. This itself indicates that the project was conceived as a composite unit where the constructed portion and the open areas together formed project.

**32.** In such a situation, it cannot be accepted that the society is entitled only to a limited portion of land. Once the flats were sold with reference to the entire layout, the promoter cannot later seek to restrict the conveyance by relying upon a separate development arrangement which was not the basis of the purchasers' understanding. Internal arrangements between co-owners or between the owners and the developer may regulate their inter se rights, but such arrangements cannot override the rights created in favour of third party purchasers when the project documents and sanctioned plan indicate otherwise.

**33.** The petitioners have further contended that the agreements for sale reserved additional FSI in favour of the promoters and permitted them to undertake further construction, and therefore the conveyance ought not to have been granted in respect of the entire property. Section 11 casts an obligation upon the promoter to convey his right, title, and interest in the land and building to the society. The language of the provision is wide and does not require a narrow interpretation. The normal rule is that once the society is formed and the flats are sold, the land beneath the

building along with appurtenant areas must be conveyed to the society. In the present case, the competent authority has recorded that the entire FSI available on the plot has been utilized and that construction has been carried out on a substantial portion of the land. In such circumstances, the direction to convey the entire property cannot be termed as arbitrary or perverse.

**34.** On an overall consideration, therefore, it emerges that the competent authority has taken into account these relevant aspects and has arrived at its conclusion. I do not find any jurisdictional error or perversity in the impugned order so as to warrant interference in exercise of writ jurisdiction.

**35.** For these reasons, the writ petition is devoid of merit. The impugned order dated 15 July 2024 granting deemed conveyance in favour of respondent No.1 society is upheld. The writ petition is accordingly dismissed. There shall be no order as to costs.

**36.** At this stage, Mr. Soman, learned Advocate for the petitioner seeks stay of the operation of this judgment. However, for the reasons recorded above, the oral prayer for stay stands rejected.

**(AMIT BORKAR, J.)**