

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

Hearing held through hybrid mode

1. COMPLAINT NO. CC006000000251349

LAREINA RESIDENCY FLAT

OWNERS ASSOCIATION

...COMPLAINANT/S

Vs

1. SSV DEVELOPERS AND BUILDERS

MUMBAI PROPRIETOR HEMANT VINAYAK PARIKH,

2. SLUM REHABILITATION AUTHORITY,

3. SAIDHAM CHS LTD,

4. VIGNAHAR CHS LTD

...RESPONDENT/S

2. COMPLAINT NO. CC12502493

SUNANDA CHINTAMAN INGALE

...COMPLAINANT/S

Vs

SSV DEVELOPERS AND BUILDERS

MUMBAI PROPRIETOR

HEMANT VINAYKANT PARIKH

...RESPONDENT/S

MahaRERA Project Registration No. P51800007086

Order

February 26th, 2026

(Date of hearing 17.11.2025 matters were reserved for order)

Coram: Manoj Saunik, Chairperson, MahaRERA

Advocate Godfrey Pimenta present for complainant at Sr. No. 1,

Kajol Jadhav present for complainant at Sr. No. 2,

None present for the respondent.

1. The complainant at Sr No 1 herein is an association of allottees and complainant at Sr No 2 is a home buyer and an allottee within the meaning of Section 2(d) of the Real Estate (Regulation and Development Act) 2016 (herein after referred to as the Act) of Real Estate Regulatory Authority. In the captioned complaints the

respondent no 1 is the promoter within the meaning of section 2(zk) of the Act who has registered project namely “RABINDRANATH TAGORE ABHASHAN PRAKALP LAYOUT”. In complaint at Sr No 1, the respondent no 2 is the Slum Rehabilitation Authority and the respondent no 3 and 4 are co-operative housing societies.

2. On the MahaRERA project registration webpage the proposed date of completion is mentioned as 01.12.2026 and revised proposed date of completion is mentioned as 01.12.2028. The project has not received occupancy certificate till date and is kept in abeyance vide order 19.03.2025 issued by Director (Compliances), MahaRERA.

3. The complainants are seeking following reliefs:

Sr No	Complaint No and date of filing	Reliefs sought
1	CC006000000251349 02.06.2022	A. The Consent Terms dated 8th January 2021 signed between the Applicant and the Respondent by reason of noncompliance be set aside and non-binding on the Applicant. B. This Hon'ble Authority be pleased to revoke the registration of the real estate project bearing RERA Registration No. P51800007086, granted under Section 5 of RERA to the Respondent, by issuance of a show cause notice under Section 7 (2) of RERA. C. permit the Applicant being members association of allottees along with other members/allottees to facilitate the completion of development work of the said real estate project bearing RERA Registration No. P51800007086, to be carried out in accordance with the provisions of Section 8 of RERA to enable to obtain full Occupation Certificate for the said real estate project; D. the Respondent be directed to convey the land along with the building thereon in favour of the Applicant on completion of the said real estate project bearing RERA Registration No. P51800007086. E. This Hon'ble Authority be pleased to form Resolution Panel for drawing up a blueprint for the completion of the said real estate project bearing RERA Registration No. P51800007086. F. pending hearing and final disposal of the present application, the Respondent be directed to place on record all approvals, permissions, documentation concerning the said real estate project bearing RERA Registration No. P51800007086, before Hon'ble Chairperson &

		Member, MahaRERA, Mumbai, which has bearing on the said real estate project; G. pending hearing and final disposal of the present application, the Respondent be injuncted from creating any further third-party interest in the said real estate project Lariena Residency bearing RERA Registration No. P51800007086, in respect of the unsold flats. H. pending hearing and final disposal of the present application, the Hon'ble Authority may please to direct selling or dealing with or disposal of unsold flats for the purposes of generating funds for the completion of the balance work/remaining development work of the said real estate project bearing RERA Registration No. P51800007086 on such terms and conditions as deem fit; I. pending hearing and final disposal of the present application, the Hon'ble Authority may direct freezing the designated bank account of the Respondent of the said real estate project bearing RERA Registration No. P51800007086 and the same may be permitted to be de-frozen at a proper state for facilitating for carrying out remaining development work of the said real estate project;
2	CC12502493 21.07.2025	SSV Developers and builders has failed to complete the project on time and by making false statement unable to hand over possession of flat by the end of year 2019, as mentioned in Allotment letter dated 06-02-2015, hence the complainant wishes to withdraw from the project and pray for refund of Amount (Rs. 2095742/-) with interest per annum from dated 13/02/2015, till the date amount has refunded back by the SSV Builder & Developers b). Rs. 10,000/- towards the cost and expenses of complaint

4. The complaint was heard on 17.11.2025 wherein following roznama was recorded:

"This is the third consecutive absence of the respondent and, therefore, the matter is proceeded ex-parte. The complainant at Sr. No. 1 submits that they have complied with the interim directions regarding service of notice. All parties are at liberty to file their written notes of arguments by 30.11.2025. The matters shall be reserved for order from 01.12.2025."

5. Brief submissions of complainants are as follows:

Sr No	Submissions of complainants
1	A. That the complaint is filed against the respondent under section 7(3) of the Act for revoking the project registration and allowing the firm to remain in the project on terms and conditions.

	B. The complainant was given a 30-day period to draw mutually agreeable consent terms by the respondent, which were signed and executed on 08.01.2021. The terms were taken on record by the Authority, and the matter was disposed as settled. C. The respondent raised false issues of stagnation of cash flow, litigations filed by vendors and contractors and pending SRA approvals under DCPR 2034. The respondent also raised issue of managing various administrative hurdles, including sewage issues, temple disputes, and High Court cases. D. The complainant states that the respondent has intentionally failed and neglected to complete the construction for a considerable period of time and no work of subject building since signing of consent terms dated 8th January 2021. E. That the project is stalled since long time and the present complaint is filed to seek appropriate reliefs from this Authority.
2	A. The complainant booked flat in the respondent's project and made payment initial payment of Rs 20,95,742 (Rupees Twenty Lakhs Ninety-Five Thousand Seven Hundred and Forty-Two Only). B. The date of completion agreed in the allotment letter was "end of 2019" i.e. December 2019. C. After Covid-19 pandemic, the complainant contacted a representative of the respondent for the subject flat, however no reply was given from the promoter's side. D. Thus, the complainant seeks to withdraw from the project and claims interest under section 18.

6. Brief submissions of respondent are as follows:

Sr. No	Submissions of respondent
1	A. The association, as a part of the project, has failed to collect instalments from non-co-operative sale customers, leading to a stop work notice. B. Contractors have filed cases against the association for outstanding payments, and the association denies responsibility for rehab completion. C. That project faces challenges such as access road, sewage drainage connection, water supply, and encumbered access road. All the customers have not paid service tax, GST,

	development charges, TDS, interest on delay, and VAT. There are four ongoing cases which are affecting the project's progress. D. The project is entangled in multiple disputes arising from non-compliance with consent terms by the association, non-payment of dues by sale customers, and failure of the association to collect and disburse funds to contractors, vendors, and landowners. The SRA has issued a stop-work notice due to pending rents, leading to High Court intervention. Several legal cases are ongoing in RERA, City Civil Court, and High Court, concerning issues such as unpaid contractors, rehabilitation rents, incomplete approvals, siphoning of funds by agents, and restoration of developer rights. These matters have stalled construction despite substantial work already completed, including major portions of the rehab and sale buildings. E. Customers have paid significantly less than their actual liability, avoiding taxes and instalments, which has strained cashflow. Simultaneously, SRA and MCGM approvals for utilities remain blocked, delaying progress. With rehabilitation, transit rents, vendor dues, and loans being integral, the developer contends responsibility cannot rest with one stakeholder alone. Until litigations, financial disputes, and regulatory approvals are resolved, completion remains uncertain, despite the RERA-registered completion date of 2027.
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7. The respondent has not placed on record any submissions in the complaint at Sr No 2 herein.
8. From the facts of the case and submissions of the parties, issues that need to be examined is
 - A. *Whether the complainant at Sr. No. 1 is entitled to seek reliefs under the Act?*
 - B. *Whether the complainant at Sr. No. 1 is entitled to seek reliefs under the Act?*
9. Before determining the issue framed at para-no.8 above the following observations are noteworthy:
 - A. Originally the complainant filed a complaint CC006000000192342 before the Authority seeking same relief as in the instant complaint.

- B. Vide an interim order dated 21.08.2021 the bench of the then Chairperson, MahaRERA directed the respondent promoter to hand over the list of allottees to the complainant. Further mutually agreeable consent terms were signed and the complaint CC006000000192342 was disposed on that basis.
- C. This is a project of a Slum Rehabilitation Authority scheme wherein 2 separate society of slum dwellers are in place for rehabilitation, namely Saidham and Vighnagar and the respondent promoter came to be appointed as the developer of the project. The complainant society belongs to the sale component of the project.
- D. It is pertinent to note that the SRA vide order dated 20.06.2017 the terminate the appointment of the respondent promoter as the developer of the SRA project. The SRA observed the following:
- “From the records of the Scheme it reveals that the Stop Work Order was issued on Developer for non-payment of rents to the slum-dwellers on 26.05.2015. It is argument of the Respondents that common L.O.I. was issued for the development of Saidham S.R.A. CHS alongwith Vignahar CHS but only Saidham slum-dwellers are making complaints and not the slum-dwellers of Vignahar. This argument is meaningless and the Developer cannot take shelter of such trivial excuses. The slum-dwellers have submitted some Index-II of Village Hariyali File Nos.12842/2016, 480/2017, 564/2017, 4424/2016, 1886/2016, 3122/2016, 12471/2016, 12472/2016, 7860/2016, 2558/2016, 280/2017, 1749/2015 and 500/2017 which shows that the Developer has sold the rehab tenements in the open market. This act of the Developer is most objectionable because as per the Slum Act and Regulations the Developers cannot sell out the rehab portion. For his benefit, the S.R.A. has made provision of Sale F.S.I. All these things especially nonpayment of the rents and illegal sale of rehab portion and non-completion of the project, it is crystal clear that the Builder is not working with clean hands and in the interest of the Society”*

- E. The respondent promoter approached the Apex Grievance Redressal Committee (AGRC) against the above order of SRA and the AGRC passed the following order dated 12.10.2018.

"In view thereof this Committee directs Applicant M/s. SSV Developers & Builders, partnership firm to deposit with SRA arrears of rent in lieu of Transit Accommodations of eligible slum dwellers within a period of two months, and to continue to deposit further rent till the said eligible slum dwellers are provided permanent rehab tenements in subject S.R. Scheme.

In view of said facts, Stop Work Notice dated 26.05.2015 issued by SRA on ground of non-payment of rent to eligible slum dwellers stands withdrawn.

Further this Committee directs Applicant M/s. SSV Developers & Builders, partnership firm to obtain further necessary permissions from SRA and complete the construction work of Rehab Building and Sale Building as per the sanction plan and to rehabilitate the eligible Slum Dwellers of subject S.R. Scheme within a period of one year as well as to handover to SRA 49 PAP Tenements generated in subject S.R. Scheme as per LOI issued by SRA on 23.09.2009 and that also within period of one year. Further Applicant M/s. SSV Developers & Builders, partnership firm to construct the access road forthwith i.e. before completion of the Rehab Building situated on subject S.R. Scheme plot of land.

Therefore, Interim Order dt. 10/06/2018 passed by this Committee that a Impugned Order dt. 20/06/2017 passed by CEO/SRA u/s 13(2) of Maharashtra Slum Areas (I.C. & R) 1971 is stayed till further orders stands confirmed. With the aforesaid direction Application (L) 85 of 2017 filed by Applicant M/s. SSV Developers & Builders, partnership firm stands disposed off."

- F. The respondent no 1 has uploaded civil court order, list of customers along with their outstanding dues, order of Hon'ble High court dated 27.03.2023, and 09.08.2023.

- G. The Hon'ble Bombay High Court vide order dated 09.08.2023 quashed and set aside the order dated 12.10.2018 issued by the AGRC mentioned hereinabove. It is pertinent to note the quashing of the order of the AGRC has in effect restored the status of termination of the respondent promoter by SRA. In view of this, the order of SRA dated 20.06.2017 appears to be valid as on date and it can be rightly said that the status of the respondent as the developer of the project stood terminated from 20.06.2017.
- H. The Authority vide interim order dated 04.09.2025 had directed the complainant at Sr No 1 to place on record the documents as required under Order 8 dated 28.03.2019 issued by this Authority. The relevant part of the interim order dated 04.09.2025 is reproduced herein below:
- "In view of the above observations, it deems appropriate that all the complaints and other allottees of the project are required to be heard together to decide on the prayer of revocation sought by the complainant herein. The complainant herein is directed to file all the authorization required under Order no 8 dated 28.03.2019. It is noteworthy that the complainant has also not filed with the Authority relevant documents of allotment, booking forms, agreements, payment receipts, etc pertaining to any of the members of the society. The complainants are directed to file the same with the Authority in appropriate manner within 15 days from the date of this order. The complainant society is also directed to submit a declaration outlining their plan and way forward to complete the project in order to ensure that the project is completed in a time bound manner by keeping intact the rights and interest of all the stakeholders of the project. In view of the above, the issue framed at para no. 7 is answered in the negative."*
- E. While the list of allottees, detailed payment records, and the formal project completion roadmap have been duly placed on record, the complainant has produced the Agreements for Sale for only a limited number of allottees. The complainant ought to have placed on record the agreements for sale of

each and every allottee in the association. It is to be noted that the 'agreement for sale' is vital document in such cases which proves the existence of rights and title of the allottees in the units in the project. In compliance of the interim order dated 04.09.2025 the allottees / complainants at Sr. No. 1 have placed on record the following:

- a. Copy of resolution signed by 62 out of 68 listed allottees therein whereby the complainant declares that there are 90 flats out of which 65 flat owners are members of the Lareina Flat Owners Association and consenting to filing of the captioned complaint at Sr. No. 1 seeking revocation of the project and other reliefs.
- b. Registration certificate dated 29.11.2019 issued by Assistant Registrar of Societies, Greater Bombay Region
- c. Copies of four agreement for sale executed with allottees.
- d. Declaration dated 18.09.2025 outlining plan towards completion of the captioned project along with annexures of bill and costs receivables and estimated cost for completion of project.
- e. The complainant at Sr. No. 1 further declares that there are 16 unsold units of estimated cost of Rs, 23,50,00,000/-.
- f. Lastly, the complainant declares that all balance funds required for completion of project shall be funded from Lareina Flat owners / purchasers.

F. It is pertinent to note that the captioned project is kept in abeyance vide order dated 19.03.2025 issued by Director (Compliances), MahaRERA. The designated bank account of the project is frozen, and the promoter is barred from advertising, marketing, booking, selling or offering for sale any units of the captioned project.

G. It is also pertinent to take in to account the entitlement of the respondent promoter as the developer of the project.

- H. The bench of Adjudicating Officer, MahaRERA has issued warrants under section 40(1) of the Act to enforce compliance of the orders issued by the Authority in several complaints filed in the captioned project.
10. Upon due consideration of the pleadings, material placed on record and submissions made, this Authority is satisfied that the promoter has failed to discharge its statutory obligations under the Real Estate (Regulation and Development) Act, 2016 and has not demonstrated any credible intent or capacity to complete the subject project within a reasonable time. The project has remained stalled, resulting in continued prejudice to the allottees and frustration of the object of the Act. The fact that the project is an SRA project does not dilute the statutory responsibilities cast upon the promoter under the Act. On the contrary, the promoter is under an enhanced obligation to ensure compliance not only with the provisions of the Act but also with the statutory framework governing the rehabilitation component.
11. The development rights of the respondent promoter emanate from and are founded upon the statutory permissions granted by the Slum Rehabilitation Authority (SRA). It is an admitted position on record that the right of the promoter to undertake and carry out development of the subject project stood terminated vide order dated 20.06.2017 issued by the SRA. It is further noted that the project was granted registration by this Authority on 17.08.2017 on the basis of the statutory permissions and development rights then subsisting in favour of the promoter under the SRA framework. As on date, those very permissions stand terminated by the competent authority.
12. In view thereof, the fundamental premise of the promoter's authority to develop the project is no longer in effect. The continuation of registration under the Act is contingent upon the promoter possessing valid and subsisting development rights. Once such statutory rights stand terminated by the competent authority under the governing SRA scheme, the promoter's status and capacity as a

“promoter” within the meaning of the Act becomes rendered infructuous. This Authority therefore finds that revocation of the registration of the captioned project is a necessary and inevitable consequence in view of the above facts of the present case. Thus, this Authority is of the considered opinion that continuation of the project registration under the existing promoter would not subserve the object of the Act and would perpetuate uncertainty and hardship to stakeholders. Accordingly, in exercise of powers conferred under Section 7 of the Real Estate (Regulation and Development) Act, 2016, the registration of the subject project stands revoked and **the issue at para no 8 A is answered partly in the affirmative only with regard to the prayer for revocation of the captioned project.**

13. It is pertinent to note that revocation shall not extinguish the liabilities of the erstwhile promoter, and all prior directions including orders granting refund with interest or possession with interest shall remain enforceable in accordance with law.
14. Further, with respect to the prayer of the complainant association pertaining to grant of permission to them for takeover of the captioned project, it is significant to take in to account the necessary sanctions and approvals of the project obtained by the respondent. The project is an SRA project in which significant no of apartment is to be constructed for rehabilitation of the slum dwellers as per the approvals of the SRA and the construction, occupation and substantial approvals of the sale component of this project is controlled by the planning authority SRA corresponding to the phase wise construction of the rehabilitation part of the project under the conditions imposed by the SRA while granting approvals for the project. Thus, it would not be out of place to record here that the project is interrelated and minutely connected to the rehabilitation part of the project, without completion of which the sale component cannot be constructed in isolation. In this context, some conditions imposed by the SRA while granting

permission for construction of the project are necessary to be considered. Relevant part of the conditions are reproduced hereunder for ease of reference:

QUOTE

"2. That 49 Nos. of tenements for P.A.P. with carpet area each of 225 sq.ft. As per letter of intent shall be handed over before asking for occupation/B.C.C. to the last rehabilitation building in the layout."

UNQUOTE

QUOTE

"Notes:

- 1. That C.C. for sale building shall be controlled in a phase wise manner as decided by CEO (SRA) in proportion with the actual work of rehabilitation component.*
- 2. That no occupation permission of any. of the sale wing/sale building/sale area shall be considered until occupation Certificate for equivalent Rehabilitation area is granted.*
- 3. That office of CEO (SRA) reserves right to add or amend or delete of the above-mentioned conditions if required, during some execution of slum Redevelopment Scheme."*

UNQUOTE

15. The material placed on record clearly indicates that the project is a Slum Rehabilitation Scheme regulated and supervised by the Slum Rehabilitation Authority (SRA), and that the execution of the sale component is statutorily and operationally interlinked with the phased completion of the rehabilitation component. The permissions and sanctions granted by the SRA impose specific conditions governing the manner, sequence and proportionality of construction, thereby ensuring that the rehabilitation obligations towards eligible slum dwellers are fulfilled in priority and in tandem with the sale component of the project.

16. It is also significant to note that the complainant association has not placed on record any material to demonstrate the mechanism or framework under which it proposes to obtain the requisite permissions, sanctions and approvals from the SRA, being the competent planning authority, in the event of such takeover. In the absence of any clarity as to how statutory compliances would be secured and how the regulatory conditions attached to the project would be honoured, this Authority cannot assume that the complex approval structure governing the scheme would seamlessly stand transferred or substituted.
17. Further, considering the inherent complexity of this SRA scheme project and the present absence of certainty regarding the status and subsisting rights of the eligible slum dwellers whose rehabilitation forms the core and foundational component of the scheme the project cannot be compartmentalised and thus cannot be seen in isolation. The sale component cannot be viewed or permitted to proceed in isolation from the rehabilitation component, as both are integrally and inseparably connected under the regulatory framework of the SRA.
18. It is noteworthy that the development rights essential for execution of the project flow exclusively from permissions granted by the SRA. The association has not placed on record any material to demonstrate that it has obtained requisite development rights, approval or recognition from the SRA to undertake the project. No material is placed on record to indicate as to who presently holds or is authorised to exercise development rights under the SRA scheme. In absence of such foundational statutory right, no direction for takeover or substitution can be issued by this Authority at this juncture.
19. In these circumstances and having regard to the statutory structure governing the project, this Authority holds that, at this stage, the prayer of the complainant association for takeover of the project cannot be addressed in view of the present facts and circumstances.

20. Lastly, taking into consideration the rights and interests of the allottees, the money paid by them towards the cost of their respective allotted flats in the sale component of the captioned project, the Authority directs the SRA to file a report before this Authority within sixty (60) days declaring what steps are being taken by them towards completion of the stalled project, based upon which any step necessary can be taken under section 8 of the Act.
21. With regard to the **issue framed at paragraph no. 8 B** hereinabove, the complainant at Sr. No. 2 has placed allotment letter and payment receipts on record. Upon perusal of these documents, it is observed that the respondent accepted more than 10% of the total consideration prior to entering into an agreement for sale.
22. The date of possession recorded in the allotment letter is '*end of 2019*' i.e. 31.12.2019, and the project has not received the occupancy certificate till date. Thus, there is clear delay in entering into agreement for sale and consequently handover of possession of the unit. As a result, the complainant requests for withdrawal from the project. Hence the Authority is of opinion that the complainant is entitled for refund of the entire amount paid to the respondent with interest under section 18 of the Act.
23. Thus, the issue framed at para 8 B hereinabove is **answered in the affirmative**.
The refund with interest shall be payable in following manner.

Complaint no and filing date	Date of possession as per allotment letter	Interest to be payable from	Interest to be paid till
CC12502493 21.07.2025	31.12.2019 (31.12.2019)	01.01.2020	Till the date of refund of amount paid along with accrued interest

FINAL ORDER

24. Therefore, after considering the provisions of the Act, submissions of complainant, material placed on record, and the observations made, the Authority passes following order:
- A. **The complaint at Sr No. 1 is partly allowed.**

- B. The registration of the captioned project stands revoked.
- C. The promoter is directed not to sell, market, book, advertise or offer for sale, or invite person/s to purchase in any manner, any apartment / unit of the captioned project.
- D. The bank holding the project bank account is directed to freeze the bank accounts of the captioned project number P51700012252 until further notice from MahaRERA.
- E. The concerned Joint Registrar of Assurances having jurisdiction to register Agreement for sale / Sale deed is directed not to register any agreement for sale / Sale deed in respect of the units in the captioned project number.
- F. The complaint at Sr No 2 is allowed. The Respondent is held liable and hereby directed to refund the entire amounts paid by the complainant along with interest accrued thereon from the 01.01.2020 at the rate as prescribed under Rule 18 of the Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rate of Interest and Disclosures on Website) Rules 2017, till the realization of the full amount of refund along with accrued interests within sixty days from the date of this order.
- G. The respondent promoter is NOT entitled to claim the benefit of "moratorium period" as mentioned in the Notifications / Orders Nos. 13, 14 and 21 dated 02.04.2020, 18.05.2020 and 06.08.2021 respectively issued by the MahaRERA as the date of possession was prior to the moratorium period.
- H. The Slum Rehabilitation Authority (SRA), Mumbai is directed to submit a report in compliance with the directions made at para no 20 hereinabove. The Registry, MahaRERA is directed to send a copy of this order to the SRA, Mumbai.
- I. No orders as to costs.

MANOJ
SAUNIK

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Manoj Saunik
Chairperson, MahaRERA