

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

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

REGULATORY CASE NO. 335 OF 2025

DEVISHAKTI REALTY LLP

... APPLICANT (PROMOTER)

LA ROYALE - C BUILDING

...PROJECT NAME

**MAHARERA PROJECT REGISTRATION NO. P52100008718
Order**

06.03.2026

(Date of virtual hearing – 05.06.2025)

Coram: Shri Ravindra Deshpande, Member-II, MahaRERA

Adv. Abir Patel for the Applicant (Promoter)

Adv. Jabin Khan for Allottee Bindu Dixon

1. The Applicant herein had registered the project namely “LA ROYALE - C BUILDING” under section 5 of the Real Estate (Regulation and Development) Act, 2016 (“**said Act**”) of Real Estate Regulatory Authority (“**RERA**”) bearing MAHARERA **Registration No. P52100008718** (hereinafter referred to as the “**said Project**”).
2. On 18.04.2023, an application was made by the Applicant (Promoter) for seeking deregistration of the said Project. Thereafter, notices inviting objections were issued on 02.06.2023 and on 19.06.2023 from any person/legal entity within 15 days from its respective dates. Pursuant to the submission of application for de-registration by the Applicant, an objection was received from Mr. Tulsidas Nambiyar, partner of Devi Prime Residential LLP being the partner of Devishakti Realty LLP vide email dated 04.07.2023 from de-registering the said project on the ground that Devi Prime Residential LLP being POA holder of the said project has brought substantial investment to the said project through their investors and had issued allotment in A Complainant Buildings against the said investments. The said Mr. Nambiar objected to the de-registration of the said project till amicable settlement with the investors. However, no further correspondence has been received from Mr. Nambiar in furtherance of the said email of his dated 04.07.2025.
3. Likewise, when the said project was listed by this Authority for hearing of the De-registration Application filed by the Applicant, as a precautionary measure,

MahaRERA sent notice of hearing to the allottees, the details of which was furnished by the Applicant alongwith his Application. As a result of which, Ms. Bindu Dixon, being the Allottee in the said project, submitted her objection to the de-registration of the said project on 19.03.2025, therein, contending that the MOU mentioned by the Applicant, is not valid, and also the signature was done on plain paper/document as the Applicant was forcing to sign to get the refund for one flat (10% paid without any compensations of interests over the years) and moving the second flat to building B. In 2022, the Applicant mentioned that they will replace the flat with one in Building B – however, the carpet area was much lower than the registered flat and also that the Applicant had mentioned that the flat would be ready for possession in 6 months, however, when Allottee Ms. Bindu visited the flat after 6 months, there was no progress and that it was another way of buying time and excuses.. This B building was part of the same compound and there were no signs of progress and when the Allottee Ms. Bindu held the walls, the cement / sand was coming in hand and as per her observation, the strength of the flat / walls were not up to the mark as it was lying in unfinished condition over a decade and as per the attitude and subcontractors of the Applicant, there were no plans to complete it soon. Hence, the Allottee Ms. Bindu had mentioned that she did not require their flat and the monies with compensation must be returned by the Applicant. Alongwith the said objection, the Allottee Ms. Bindu forwarded documents which were filed by her in her Complaint No. CC005000000391062 filed against the Applicant seeking withdrawal from the said project by claiming refund of the amount alongwith interest thereon.

4. Pursuant to the above, the Applicant filed an Affidavit dated 30.04.2025 before this Authority. The brief facts of the said Affidavit are as follows:-
5. That the Applicant is the owner of the said land and vide Deed of Sale/Conveyance dated 07.05.2019, the Applicant became entitled to develop the said land.
6. That the said project was registered by the Applicant in the year 2017 with a completion timeline of 4 years. When the said project was registered, there were multiple partners in the Applicant including one Mr. Tulsidas Nambiar designated through Devi Prime Residential LLP (Nambiar) who was spearheading the development of the said project and was responsible for the development and completion thereof.
7. Upon launch of the said project, the said Mr. Nambiar failed to manage it in efficient manner and committed various financial frauds leading to the said project not progressing beyond the 2nd slab state. On account of the same, said project remained

incomplete even though the timelines for completion of the said project lapsed. The said Mr. Nambiar controlled the log in credentials of the said project and never even applied for extension thereof. Owing to the continued mismanagement and breaches and the potentially growing third party liabilities due to misdeeds of the said Mr. Nambiar, the other partners of the Applicant eventually expelled the said Mr. Nambiar from the Applicant entity. By the time the current management of the Applicant could take control of the said project, the delays, breaches and financial mismanagement made the project unviable. Moreover, due to the controversies surrounding the said project caused due to the acts and omissions of the said Mr. Nambiar, one of the landowners forming part of the entire layout on which the said land is located has expressed his desire not to allow any further construction as on date.

8. Since one of the landowners has himself withdrawn consent and not allowed further development , the layout could not be developed any further. The said project has only reached construction of 2nd floor slab stage and further construction was not feasible.
9. The said project had 15 allottees of which the Applicant has settled 13 allottees and that there was one buyer Ms. Bindu Nixon who has filed complaint No. CC005000000391062 and had purchased flat No. C202. In the said complaint, she is claiming refund with interest, however, she had already entered into Memorandum of Understanding with the Applicant to shift her booking to another project of the Applicant in the vicinity of the said project.
10. In so far as Mr. Mahesh Masal who also claimed to be buyer in the said project in respect of flat No. C205, no sale has been made to this party by the Applicant and that the erstwhile partner of the Applicant Mr. Nambiar had created a bogus allotment in the name of the aforesaid person. The Applicant has already adopted criminal proceedings against them for the same. Therefore, the locus of the said Mr. Mahesh Masal is under question and in any event, he has not come forward to oppose the said Application. Owing to the bad press created around the said project due to illegal activities of the said Mr. Nambiar since November 2018, the Applicant has not even received any new bookings/sales. There has been no progress in construction, nor any revenue generated in the said project since 2018, which led the Applicant to file the said Application for de-registration of the said project. One of the joint owner of the land in the joint layout is not longer interested in having the said land developed as things stand making it impossible to procure further permissions, the said project has suffered negative publicity due to the illegal activities of Mr. Nambiar affecting its sales and the said project has become unviable due to delays and financial

mismanagement by erstwhile managing partner of the Applicant who was in charge of the implementation of the said project.

11. That the Authority has time and again held that the purpose of registration of the real estate project is if the project is going to be developed, will progress and be completed. If there is no scope for completion of the project, no purpose is served keeping the registration valid and alive.
12. That it is clear that there is no scope in construction and completion of the said project. The Applicant has also settled and provided exists to 13 allottees and the remaining two claimants also have no claims in the said project nor are they opposing deregistration thereof and this is a fit case for grant of de-registration.
13. That the Applicant in the larger interest and to show Bonafide, was willing to secure the claims of the two remaining claimants subject to outcome of the disputes ongoing with such persons.
14. The said Affidavit was replied by Mr. Atmaram Gajendra Sartape as the POA holder of the Allottee Ms. Bindu vide Reply Affidavit dated 28.04.2025. the brief facts of the reply filed by Ms. Bindu are as follows:-
15. That there are other RERA cases against the said project that were existing from other flat owners eg. Complaint Nos. CC005000000011931, CC005000000011911, CC005000000391062. There may be number of bookings of flat done from the said real estate project which the Applicant has settled payments, cash/bank statements of the Applicant might help to validate the same and also there might be other allottees, who might not have approached this Authority.
16. That the Allottee Ms. Bindu is not aware about the outcomes of Suit at Pune City Court Case Nos. RCS/431/2007, RCS/5909/2012 which are mentioned in the said project.
17. That if the said project is de-registered, the Allottee would suffer heavy and irreparable loss which would not be compensated in monetary terms and alternatively no hardship or severe loss would be caused to the Applicant if the said project is continued.
18. That the Allottee has many times requested the Applicant to pay the invested amount with interest to the Allottee, the Applicant did not pay any heed to the request of the purchaser and requested to be compensated to the tune of Rs. 3,94,00,000/-
19. That the said Allottee Ms. Bindu had purchased and registered one flat by paying consideration amount to the tune of Rs. 41, 54,814/- alongwith Stamp Duty and Registration Fees i.e. Rs. 44,21,654/- in the building named and styled as

Complainant-202, LA Royal for which the Allottee has filed the Complaint No. CC0050000000391062 in the said project and the same is subjudice.

20. The alleged MOU mentioned by the Applicant is not valid as it is sham, fabricated and bogus and that the flat is booked by Ms. Bindu whereas the MOU is signed by Mr. Dixon Thekkemuriyil who is the husband of Mrs. Bindu, therefore, the same is not binding on Bindu Dixon.
21. The signatures were obtained on blank papers and Mr. Dixon was forced and pressurized to sign the same so as to get the refund of another one flat in the same building and moving to other flat i.e. to building B.
22. In the year 2022, the Applicant had mentioned that they would replace the flat with one in "B Building" however carpet area was smaller than the registered flat in the name of Ms. Bindu Dixon. The Applicant had further promised that the Applicant would handover the possession within 6 months but they did not hand over the possession of the said flat and that the B Building was in dilapidated condition. That 12 years have been elapsed but there is no progress and requested to be compensated to the tune of Rs. 3,94,00,000/-.
23. The Applicant has filed rejoinder dated 04.06.2025 to the reply of the Allottee. The brief facts of the rejoinder are as follows:-
24. Ms. Bindu is not desirous of the flat that she claims, therefore, her opposition to the said Application is misplaced. In her own complaint No. CC0050000000391062 which is pending, she has asked for refund which shows she has no interest in the flat. Therefore, any opposition to the said Application is misplaced.
25. The events that have led the Applicant to file the said Application for de-registration of the said project is elaborated in the Affidavit dated 30.04.2025 and that there is no scope in construction and completion of the said project and thus no purpose is served in keeping the registration valid and alive.
26. The Applicant has settled and provided exists to 13 allottees of the said project and Ms. Bindu's claim is governed by the Memorandum of Understanding dated 20.12.2022 whereby she has agreed to shift her booking from the subject flat to Flat No. 204 in Tower B on the terms and conditions stated in the MOU and that the Applicant is ready and willing to honour the terms of the MOU..
27. Ms. Bindu has already filed Complaint No. CC0050000000391062 claiming refund with interest. She resides in another country and nowhere near where the subject project is coming up. It is unlikely that she is even an end user home buyer and has no locus to oppose deregistration of the said project from which she herself has agreed to an exit.

28. In any event, in the larger interest and to show bonafides, the Applicant is willing to secure the claims of Mrs. Bindu Dixon subject to the outcome of the disputes going with her so nothing remains to be considered in so far as the said Application for de-registration of the said project is concerned.
29. In so far as Mr. Mahesh Masl is concerned, his claim is fraudulent and he is anyway not opposing the said Application. The Complaint filed by Ms. Bindu is not a subject matter of current proceedings and that when an allottee herself is clear that she doesn't want to be a part of the said project, she has no locus to oppose its registration.
30. That Ms. Bindu and her husband Mr. Dixon are grown adults and the claims made in the paragraphs a to d titled "Brief True Facts" are bogus and false to their own knowledge. The MOU has not been terminated and signed on Bindu's behalf by her husband. Ms. Bindu cannot aprobate and reprobate to suit her convenience. The question of compensating Ms. Bindu is not within the scope of this Regulatory Case.
31. In this regard, the captioned case was heard by this Authority on 05.06.2025, wherein, the following Roznama was passed by this Authority in the captioned matter.

"Today Adv. Abir Patel is present for the Applicant and Adv. Jabin Khan is present for the allottee Bindu Dixon. The Advocates of parties submitted their arguments. It is submitted that the rejoinder is uploaded by the applicant. It is submitted that Exh- D is Conveyance Deed. There are two-land parcels. The project was registered in the year 2017 with completion in 4 years. In project, there are multiples partners one of them was Mr. Nambiyar who was the head on behalf of the Promoter.

Due to financial mismanagement on behalf of the Mr. Nambiar, the project could not go ahead beyond the second slab. The Exh- D is conveyance deed. It is submitted that due to non-performance of the Mr. Nambiyar the project could not be completed. The promoter could not file the application for extension as login credentials pertaining the said project was in the name of the Mr. Nambiyar. One of the land-owners of aggregate land communicated to the applicant that he does not want to allow any further construction on the agreed land Exh- F. It is further submitted that one of the landowners is nor willing to develop the land or allow the developer to develop the same. There was no scope for completion of project. If the project is not likely to completed then, there is no purpose to continue the project.

The advocate of the applicant relied upon the judgement passed in Regulatory Case No. 54/2023 and brought my attention towards para No. 7, 8 & 9 of the said judgement. He also relied upon and brought my attention towards the judgement passed in the Regulatory Case No. 58/2023, para no. 7 of the said judgement.

It is submitted that there were 15 allottees in the project; 1 allottee has taken objection & 13 allottees have been settled and two allottees are not settled.

The allottee who objected the de-registration of the project has filed complaint bearing No. CC005000000391062 with regards to her right and her right will be determined in the said complaint. Her claim should not come in the way of de-registration. Her claim is sub-judice and will be decided in the complaint filed by Bindu Dixon. The said Bindu Dixon entered into the MOU to shift her booking in another project. The MOU is already placed in complaint filed by her. Without prejudice it is submitted that the Applicant is ready to create the fixed deposit in the name of the buyers subject to outcome of her complaint to facilitate the de-registration.

It is further submitted that there is no sale in favour of the second allottee Mr. Mahesh Masal and no claim is made before this Authority. His rights are subject matter of criminal proceedings which are pending. Since November 2018, no booking has been taken. The promoter has due to illegal activities of Mr. Nambiyar suffered a lot due to negative publicity. It is submitted that the landowner not allowed further construction.

The allottee submitted that fraud committed by the Mr. Nambiyar is not binding on allottee. If application is allowed, then the complaint filed by the Bindu Dixon will become infructuous. The contents of para no. 5 of the rejoinder are mis-interpreted. Mrs. Bindu Dixon has not signed MOU. The promoter obtained signature of husband of Bindu Dixon. The allottee also brought my attention towards the para no. 8 of the affidavit in rejoinder. It is submitted that the applicant has nothing to do with Bindu Dixon as residing outside the country. This is not ground for de-registration. It is submitted that the application may be rejected. He also brought my attention towards the para no. 10 clause C of reply. The advocate brought my attention towards the para no. 8 clause C of the rejoinder.

It is submitted that the de-registration application may be rejected. The case laws relied by the applicant advocate are not applicable after filling the complaint by the Complainant i.e. Bindu Dixon. The present application for de-registration has been filed.

It is also submitted that allottee Dixon wants her money and compensation and she is not interested in the project.

It is submitted on behalf of the advocate of the applicant that there are no submissions on behalf of the Complainant why this project should not be de-registered. The allottee herself stated that she is not interested in the project. She wants money and compensation, then in such situation she cannot challenge the de-registration application.

It is submitted that the applicant willing to secure the claim of the Bindu Dixon by putting the amount in Fixed Deposit subject to the outcome of the complaint.

Both the parties are granted time till 23.06.2025 to upload their written arguments, if any; thereafter this matter will be reserved for orders."

32. Thereafter, on 12.08.2025, this Authority suo moto issued a Roznama wherein this Authority again listed this matter on his cause list on 12.09.2025 as whilst scrutinising the present De-registration Application, this Authority came across another objection against granting de-registration to the said project. As a result, this Authority found it necessary to hear the said objector. Pursuant to which, this matter was again listed and the Applicant sought objection document of the objector. As a result, the staff of this Authority sent the objection email to the Applicant on 19.09.2025.
33. In pursuance to the above, the Applicant vide its Additional Affidavit brought before this Authority an Affidavit dated 20.09.2025 of Mr. Tulsidas Nambiar whereby Mr. Nambiar submitted that he has no objection to the de-registration application of the said project.
34. Thereafter, during the hearing, Adv. Mr. J. R. Khan submitted an Intervention Application is filed. However, no such Application was received by this Authority, hence, the Advocate was requested to submit a copy thereof in hardcopy, but the Adv. Mr. Khan failed to submit the copy thereof in hardcopy. During this duration, the Applicant filed reply to the Intervention Application. Hence, this Authority requested the Advocate appearing for the Applicant to forward a copy of the Intervention Application submitted by Adv. Mr. J. R. Khan. In pursuance whereof, this Authority received the copy of the Intervention Application of Mr. Popat Surar wherein, inter-alia, Mr. Sutar had prayed for rejection of de-registration Application of the Applicant citing that Mr. Tulsi Nambiar had purchased goods such as marble and granite on large scale from Mr. Sutar and an amount of Rs. 10,32,000/- was outstanding. After which, Mr. Nambiar issued a cheque amounting to Rs. 6,50,000/- which was encashed by Mr. Sutar and an amount of Rs. 3,82,000/- remained pending to be paid to Mr. Sutar by Mr. Nambiar. As a result, Applicant issued Mr. Sutar an Allotment Letter for sale of residential apartment in the said project for flat No. C-404, admeasuring carpet area 656 Sq. Ft. alongwith terrace admeasuring 90 Sq. Ft. total salable area which came to 970 Sq. Ft. for a total consideration amount to the tune of Rs. 39,83,649/- and that the Applicant had not cleared dues of Mr. Sutar and that many a times he requested the Applicant to handover possession but Applicant and that he was cheated. Further, it was submitted by Mr. Sutar that the Respondent threatened Mr. Sutar that they will file police complaint against him.

35. The said Intervention Application was replied by the Applicant vide reply in January 2026, wherein, it was inter alia contended by the Applicant that Mr. Sutar is not an allottee in the said project and is no longer related to the said project and that he had applied for allotment of Flat No. C-404 in the subject project and had paid a sum of Rs. 6,50,000/- towards the booking which sum was returned on 27.04.2024 and cancellation was confirmed on 30.04.2024 and that the booking was mutually cancelled and in the absence of any locus, Sutar's objection to the captioned application cannot be entertained. Further, it was submitted that he had paid supplied marbles and some material to Mr. Nambiar and that he was unpaid vendor to the extent of material supplied which were supplied to Devi Homes and Devi and Prime Space and not the Applicant.
36. Moreover, it was submitted that Mr. Sutar had submitted that he was allotted a flat in the said project and claimed to be allottee of the said project by wilfully and deliberately suppressing the payment of voucher of refund and cancellation signed by him and deliberately suppressed the payment voucher of refund and cancellation signed by him. If he was the allottee, he would have filed some legal proceedings exerting his claim as an allottee in the said project or atleast for return of his monies.
37. During the duration of hearing of the present proceeding, the Hon'ble Chairperson of MahaRERA passed an order dated 08.01.2026 in the Complaint bearing No. CC005000000391062 filed by the allottee Bindu Dixon thereby allowing the complaint filed by the Allottee and directed the Respondent to refund the Complainant the entire amount paid to the Respondent alongwith interest from 01.11.2017 till the entire amount accepted by the Respondent from the Complainant is refunded.
38. It is seen that pursuant to the said order dated 08.01.2026, both the Allottee Bindu Dixon and Applicant have filed rectification application and review application, respectively thereby seeking rectification of interest rate and review of the order.
39. At this juncture, when the Applicant has itself filed Review Application to review the order passed by the Hon'ble Chairperson, MahaRERA in the said project, this Authority cannot proceed further with the present application for de-registration as if done so, the said project will be oust from the website and it would jeopardise the review application filed by the Applicant.
40. In light of the aforesaid, this Authority restricts itself from passing any order in the present Application and **adjourns this Application Sine Die**. The Applicant may approach this Authority once Rectification Application and Review Application filed

by the Promoter in the complaint No. CC005000000391062 are decided finally on merits of the complaint.

RAVINDRA
PADMAKARAO
DESHPANDE

Digitally signed by
RAVINDRA PADMAKARAO
DESHPANDE
Date: 2026.03.06 16:47:29
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(Ravindra Deshpande)
Member-II, MahaRERA

Date :- 06.03.2026