

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

Complaint No.CC005000000011508.

Mr.Babajan R Almelkar
Mr.Qamar Ahmed B Mujawar through
POA Holder Babajan R.Almelkar.
Vs.

.. Complainants

1.M/s.Darshan Developers through
Partner Mr.Hitesh G Bangari
2.M/s.Shubh Corporation through
Partner Mr.Alpesh Arvind Patel
PR No.P52100003013.

.. Respondents

**Coram : Shri B.D. Kapadnis
Hon'ble Member-II.**

Appearance:-

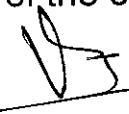
Complainants	: In person.
Respondent No.1	: Absent.
Respondent No.2	: In person.

FINAL ORDER

1. The complainants and respondent No.2 M/s.Shubh Corporation have filed consent terms marked Exhibit 'A'. The complainants have filed purshis to the effect that they do not want to proceed against respondent No.1 M/s.Darshan Developers for the time being.

2. Hence the complaint stands disposed off in terms of consent terms as marked 'A' which shall form the part of the order.

Pune
Date :-13-02-2020


(B.D. KAPDANIS)
Member-II,
MahaRERA.

1571. A



TO BE SUBMITTED BEFORE MAHARASHTRA REAL ESTATE REGULATORY AUTHORITY

**TERMS OF CONSENT IN COMPLAINT NUMBER CC005000000011508 FOR THE
PROJECT REGISTRATION NUMBER P52100003013 BETWEEN MR. BABAJAN R.
ALMELKAR AND MR. QAMAR AHMED B. MUJAWAR V/S M/S SHUBH
CORPORATION**

Date: 13th February, 2020

To,
Honourable Authority,
3rd Floor, B-Wing, Slum Rehabilitation Authority,
Administrative Building, Anant Kanekar Marg,
Bandra (E), Mumbai – 400051

R.R.
13.2.2020

Honourable Sir,

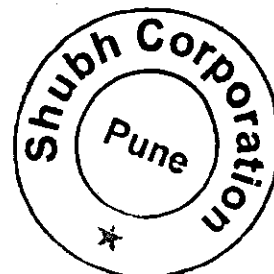
We M/s Shubh Corporation (Respondent) and Mr. Babajan R. Almelkar and Mr. Qamar Ahmed B. Mujawar (Complainants) have arrived at the following consent terms:

We have mutually discussed the consent terms and have reduced the same in writing to be presented before the Honourable Authority, MahaRERA, Pune.

These consent terms as agreed are as follows:

- a) That the Complainants had claimed their rights over 27 units in the project "Casa Feliz – Phase 1" in the complaint no. CC005000000011508 filed before the Honourable Authority as listed below :

[Signature]



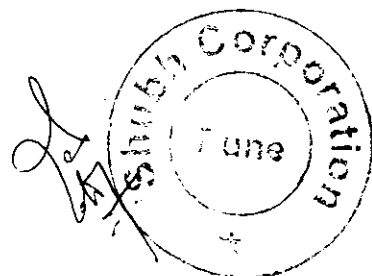
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Sr No	Wing	Floor	Flat No	Flat Type
1	B	First	101	3 BHK
2	B	First	102	3 BHK
3	B	Second	203	2 BHK
4	B	Second	204	2 BHK
5	B	Third	301	2 BHK
6	B	Third	302	2 BHK
7	B	Fourth	403	2 BHK
8	B	Fourth	404	2 BHK
9	B	Fifth	501	2 BHK
10	B	Fifth	502	2 BHK
11	B	Sixth	603	2 BHK
12	B	Sixth	604	2 BHK
13	B	Seventh	701	2 BHK
14	B	Seventh	702	2 BHK
15	B	Eight	803	2 BHK
16	C	Second	203	3 BHK
17	C	Second	204	2 BHK
18	C	Third	301	2 BHK
19	C	Third	302	3 BHK
20	C	Fourth	403	3 BHK
21	C	Fourth	404	2 BHK
22	C	Fifth	501	2 BHK
23	C	Fifth	502	3 BHK
24	C	Sixth	603	3 BHK
25	C	Sixth	604	2 BHK
26	C	Seventh	701	2 BHK
27	C	Seventh	702	3 BHK

b) Out of the above units as mentioned in table above at Clause no. a, the Complainants shall not claim their rights on the 10 units as listed below:

Sr No	Wing	Floor	Flat No	Flat Type
1	B	First	101	3 BHK
2	B	First	102	3 BHK

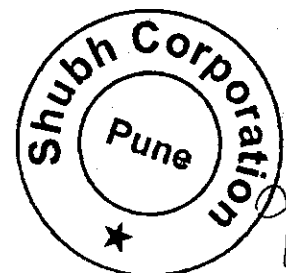
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3	B	Second	204	2 BHK
4	B	Third	301	2 BHK
5	B	Sixth	603	2 BHK
6	C	Second	203	3 BHK
7	C	Third	301	2 BHK
8	C	Third	302	3 BHK
9	C	Fourth	403	3 BHK
10	C	Fifth	502	3 BHK

c) Further, out of the units as listed in above table at clause no. a, the 17 units as listed below shall be handed over to the complainants within 60 days along with allotment letter and possession receipt and individual agreement of each flat/unit as consenting party as and when required of filing of the consent terms and the said flats to be made ready fully completed in all respects and as per earlier agreed concept "TURN KEY HOMES" (without any extra charges of whatsoever nature) along with the parking area for each flat/unit (to be decided in mutually in due course of time) and the membership of the concerned society to be conferred in the name of complainant or his assignees without any demur and then society maintenance to be commenced after discussion by the society and complainant and respondent "Shubh Corporation".

Sr No	Wing	Floor	Flat No	Flat Type
1	B	Second	203	3 BHK
2	B	Third	302	2 BHK
3	B	Fourth	403	2 BHK
4	B	Fourth	404	2 BHK
5	B	Fifth	501	2 BHK
6	B	Fifth	502	2 BHK
7	B	Sixth	604	2 BHK
8	B	Seventh	701	2 BHK
9	B	Seventh	702	2 BHK
10	B	Eight	803	2 BHK
11	C	Second	204	2 BHK
12	C	Fourth	404	2 BHK
13	C	Fifth	501	2 BHK



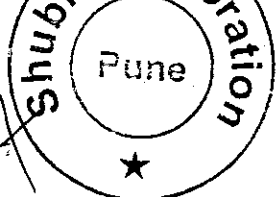
Amelkar

14	C	Sixth	603	3 BHK
15	C	Sixth	604	2 BHK
16	C	Seventh	701	2 BHK
17	C	Seventh	702	3 BHK

- d) The Respondent has the potential to develop Wing "A" on the said piece of land on loading of TDR, which was the responsibility of the land owner Darshan Developers. The land owner has not paid for the TDR of Wing "B" & "C" already developed and hence as per the terms of Joint Venture agreement & Memorandum of Understanding dated 18.06.2014 the right to load the TDR lies with the respondent and hence Respondent will load the TDR with own funds and is not entitled to give any area to Darshan Developers and will retain the entire "A" wing for its own disposal.

The Complainant being the assignee of and by virtue of these consent terms he is the allottee in the Wing "A" of the project and the complainant being the decree holder of the decree passed in his favour in special civil suit no 1529/2005 has transferred the said rights of decree in respect of the ten flats/units which are allotted in wing "B" and wing "C" to be allotted in the wing "A" of the same area equivalent to the area of flats shown in column "B" herein above.

And whereas the complainant that is respondent in the appeal has already sent all the documents to the appellant (i.e. respondent no 2 in the original complaint) M/S Shubh corporation along with the letter dated 24/6/2015 which letter is acknowledged by the respondent wide his reply dated 23/07/2015 and, though the said M/S Shubh corporation has raised the various contentions in the said reply, now all those contentions have been withdrawn and now by virtue of these consent terms appellant has confirmed, agreed and accepted the said documents entered into, executed and registered by and between the complainant and the said M/S Darshan Developers at Serial. No Hvl/12/7597 dated 03/10/2012 and Serial. No Hvl/12/2698 dated 23/04/2015 i.e. confirmation deed-cum-deed of assignment and supplementary agreement respectively by which the above mentioned total 27 flats/units are to be handed over to the complainant on "TURN KEY HOMES" out of those 17 flats/units mentioned in column "C" are to be handed over as stated herein above, within stipulated period.

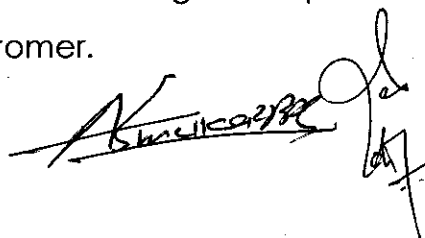
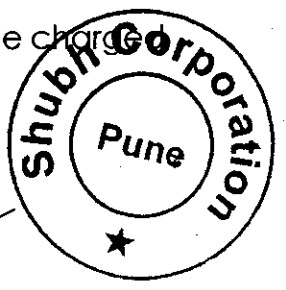
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days on submission of this consent terms fully completed in all respects and the remaining 10 Flats/units as mentioned in column "B" herein above in respect of which the appellant has to give total units admeasuring 9000 square feet (Built up) area "TURN KEY HOMES" units on getting the plan dully sanctioned in wing "A" of "CASA FELIZ" project, in lieu of and by substitution of above 10 Flats/units as agreed by earlier documents.

The said arrangement will be in continuation of earlier documents and it will not be termed or called as "De Novo" agreement. Accordingly, the appellant will enter into, execute and register the separate agreement incorporating with all the terms and condition agreed upon at the then time by and between the complainant and the respondent no 2 of the original complaint. As well as all these 10 flats/units of which the separate agreement are to be registered in the name of complainant or his assignees in due course of time as per the agreed terms of the agreement receipt and individual agreement of each flat/unit as consenting party Shubh Corporation.

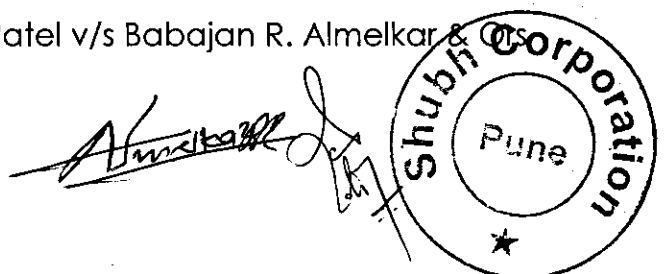
The complaint being the assignee of the land owner becomes the de-facto land owner on account of assignment deed, will aid as a co-land owner of the Wing "A" of the project by virtue rights conferred as per the decree in Special Civil Suit No. 1529/2005. ***The said rights and said decree and its execution will always remain co-terminus alongwith this deed of consent terms, and especially the effective forthcoming agreement. (This is essence of the whole settlement by and between the parties).***

- e) That the Respondents to allot units in the proposed Wing "A" of the Project "Casa Feliz" equivalent to the 9,000 sq. ft. of saleable area to the Complainants. The said saleable area shall be worked out as per the loading done by the respondent to the prospective customers, the date of possession of the said units to be mutually agreed and recorded in writing.
- f) That the Complainants shall pay the Infrastructure and Development Charges against the units to be allotted in wing "A" as per to be charged by respondent to prospective customer.

- g) That the necessary parties in the complaint no CC005000000011508 will file these consent terms before the Honourable MahaRERA Authority and accordingly the said authority will pass the effective order.
- h) The Respondent shall withdraw the Appeal No. AT00000000011049 filed before the Honourable Appellate Tribunal, MahaRERA, Mumbai subsequently.
- i) The complainant shall also give No Objection Certificate the Police Complaints (FIR) filed against all the Partners (existing as well as erstwhile) within 60 days of the signing of consent terms.
- j) The respondent has also filed Writ Petition before the Honourable High Court, Mumbai vide Criminal Writ Petition No. 3721 of 2018 for quashing of FIR / Police Complaints, the respondent shall withdraw the same within 60 days of withdrawal of the FIR by the complainant.
- k) That the respondent in original complaint i.e. M/S Shubh corporation has to approach and convince following parties who have obtained injunction order in the following Civil Suits before the Honourable Civil Court Pune and the plaintiffs in the said civil suits will withdraw the said suits and the original complainant shall withdraw all his contentions including the contentions in the written statement filled by him in these suits in respect of his possession of the respective flats within 45 days and by surrendering the said possession in favour of the said plaintiffs on getting the possession of completed 17 flats as per mentioned in column "C" within 60 days of signing of these consent terms then and then after the concerned plaintiffs will get respective flats i.e. their units unencumbered:

1. RCS No. 1476/2018: Mitulkumar Patel v/s Babajan R. Almelkar & Ors
2. RCS No. 1477/2018: Deepkumar Patel v/s Babajan R. Almelkar & Ors
3. RCS No. 1478/2018: Satishkumar Patel v/s Babajan R. Almelkar & Ors
4. RCS No. 1479/2018: Jatin Gujar v/s Babajan R. Almelkar & Ors
5. RCS No. 1480/2018: Dipteshkumar Patel v/s Babajan R. Almelkar & Ors
6. RCS No. 1481/2018: Dhirendrakumar Patel v/s Babajan R. Almelkar & Ors
7. RCS No. 1482/2018: Vinodkumar Patel v/s Babajan R. Almelkar & Ors



8. RCS No. 1483/2018: Parsottambhai Patel v/s Babajan R. Almelkar & Ors
9. RCS No. 1484/2018: Samrat Sonaba Divekar v/s Babajan R. Almelkar and others
10. RCS No. 1485/2018: Kunal Patel v/s Babajan R. Almelkar & Ors

- l) The complainants have in arriving these terms of settlement have suffered on account of delayed possession of their units at the hands to original land owners M/s Darshan Developers and similarly are losing out on certain Square feet on account of the said settlement. It is made abundantly clear that the complainant's right to recover the said amount from M/s Darshan Developers continues and has not been waived off in any form by the complainants.
- m) The Respondents have to recover Security Deposit, TDR Cost of Wing B and C at the project "Casa Feliz", litigation expenses and interest thereon from M/s Darshan Developers, it is made abundantly clear that the respondents right to recover the afore-stated amount along with interest thereon from M/s Darshan Developers continues and has not been waived off in any form by the respondents.
- n) The Complainant and Respondent hereby have decided to reduce all these terms vide a supplementary agreement to be registered in the office of Sub-Registrar within a period of not exceeding 90 days from the date of execution of the said consent terms. It is further decided to pursue to Mr. Hitesh Bangari proprietor of M/s Darshan Developers, to be a co-signatory / confirming party to the said supplementary agreement.
- o) Any Violation from either party to be treated as making these consent terms as Null and Void. In brevity these consent terms stands revoked.

M/s Shubh Corporation

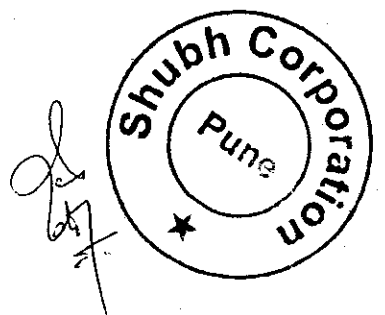
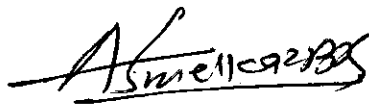
Through its Partner

Mr. Alpesh A. Patel

Respondent in Complaint No. CC005000000011508

Mr. Babajan R. Almelkar

Complainant in Complaint No. CC005000000011508



Mr. Qamar Ahmed B. Mujawar

Through Power of Attorney Holder

Mr. Babajan R. Almelkar

Complainant in Complaint No. CC005000000011508

Witness:

1) Sanjay Konde Deshmukh
Vadgaon Sheri Pune. 14.

2) Ganesh B. Fulpaker.
Hadapsar Pune

G.B. Fulpaker.

