

**BEFORE MahaRERA, MUMBAI.**  
**Complaint No. CC005000000011408**

Ketan K Patel

..... Complainant.

V/s.

Darshan Developers  
Shubh Corporation

..... Respondents.

**Complaint No. CC005000000011409**

Bhavin Gopaldas Patel

.....Complainant.

V/s

Darshan Developers  
Shubh Corporation  
(Casa Feliz Phase - 1)

..... Respondents.

**Complaint No. CC005000000011410**

Chandubhai Arjanbhai Patel

..... Complainant.

V/s.

Darshan Developers  
Shubh Corporation  
(Casa Feliz Phase - 1)

..... Respondents.

(Casa Feliz Phase - 1)

**Complaint No CC005000000011411**

Mavank Narsibhai Patel

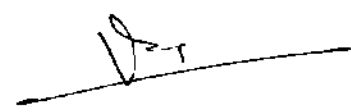
..... Complainant.

V/s.

Darshan Developers  
Shubh Corporation  
(Casa Feliz Phase - 1)

..... Respondents.

MahaRERA Regn. No. P5210000301



## Final Order

8<sup>th</sup> May 2018.

Mr. Ketan K Patel booked flat nos. B-102 & B-301, Mr. Bhavin Gopaldas Patel booked flat nos. C-302 & C-502, Mr. Chandubhai Arjanbhai Patel booked flat nos. C-203, C-301 & B-204, Mayank Narsibhai Patel booked flat nos. C-403 & B-101, in the respondents' registered project Casa Feliz Phase-1, Magarpatta, Hadapsar, Pune. The complainants contend that though they have paid more than 10% of the total consideration of the booked flats, the respondents have not executed agreements for sale and registered them.

2. The respondent no. 1 Darshan Developers have been absconding. The complainants have tried to serve the notices of these complaints on the respondent no.1 Darshan Developers, by publishing public notice, by pasting the notices on the last known address of the respondent no. 1, by sending notices to them by registered post. Even in the past, in Case No. CC005000000000050, Vandana Salunke-vs-Darshan Developers, it was reported that the partners/directors of Darshan Developers were absconding. Therefore by keeping these facts on record, the matters have been proceeding exparte against the respondent no. 1.

3. The pleas of the respondent no. 2 are recorded wherein they have mentioned that the respondent no. 2 are aware of the fact that the complainants have paid full consideration of the flats booked by them to Darshan Developers. Since Darshan Developers are absconding, they are ready to execute the agreements for sale in favour of the complainants, if directed by this Authority.

4. Since it is admitted that more than 10% of the total consideration of the booked flats has already been paid to the one of the promoters, the promoters are bound to execute the agreements for sale of the complainants' booked flats in their favour and register them under Section



13 of the Real Estate (Regulation and Development) Act, 2016. Both the respondent no. 1 & 2 are liable to execute the agreements for sale in favour of the complainants. The respondent no. 1 Darshan Developers - their partners/directors are absconding; hence it is necessary to direct the respondent no. 2 to execute the agreements for sale in favour of the complainants of their booked flats at their cost. Hence, the order.

### ORDER

The respondent no. 2 shall execute the agreements for sale in favour of the complainants of their respective booked flats and register them at their cost.

The respondent no. 2 shall pay the complainants Rs. 10,000/- towards the cost of each complaint to the respective complainants.



(B.D. KAPADNIS)

Member & Adjudicating Officer,  
MahaRERA, Mumbai.

Mumbai.  
Date:08.05.2018.