

BEFORE THE  
MAHARASHTRA REAL ESTATE REGULATORY AUTHORITY  
MUMBAI  
COMPLAINT NO: CC006000000001861

Mr. SHASHIKANT ASHOK ABNAVE ... Complainant.  
Versus  
VIDHI REALTORS ... Respondent.

MahaRERA Regn: P51800007949

Coram: Shri B.D. Kapadnis,

Hon'ble Member & Adjudicating Officer.


**FINAL ORDER**  
12<sup>th</sup> February 2018

The parties have filed Consent Terms marked *Exhibit - 'B'* and therefore the complainant has filed *purshis* marked *Exhibit - 'A'* to contend that he withdraws the complaint. Hence, the following order

Order

The Complaint stands disposed off as withdrawn. The Consent Terms marked *Exhibit - 'B'* shall form the part of the Order.

Mumbai.  
Date: 12.02.2018

  
12.2.18

(B.D. Kapadnis)  
Member & Adjudicating Officer,  
MahaRERA, Mumbai.

Ext. 13

BEFORE THE  
MAHARASHTRA REAL ESTATE REGULATORY  
AUTHORITY MUMBAI  
Compliant No. CC006000000001861 of 2017

SHASHIKANT ABNAVE ... Complainant  
Versus  
M/S. VIDHI REALTORS ... Respondent

CONSENT TERMS

The parties herein have amicably settled all disputes and differences between them in respect of the premises being Flat No. 0703 on 7<sup>th</sup> floor, C-wing, area admeasuring 475 Sq. ft carpet area in project Know as "GAURAV DISCOVERY" ("Building") on the following terms :-

1. Agreed, declared and confirmed that the Complainants had agreed to purchase the subject Flat under an Allotment Letter dated 15/08/2012 for the consideration of a sum of 70,55,895/- (Rupees Seventy Lakh Fifty Five Thousand Eight Hundred and Ninety Five Only) and out of the total consideration, the Complainants had paid a part consideration sum of Rs. 28,22,358/- (Rupees Twenty Eight Lakhs Twenty Two Thousand Three Hundred and Fifty Eight Only) towards installment+ Service Tax Rs. 87,211/- (Eighty Seven Thousand Two Hundred and Eleven Only), Total amounting to Rs. 29,09,569/- (Rupees Twenty Nine Lakhs Nine Thousand Five Hundred and Sixty Nine Only to the Respondent.

RER  
Parties  
admit  
the contents

2.12.18

2. Agreed, declared and confirmed that in the wake of the Complainants terminating and cancelling the Allotment of subject Flat and by way of full and final settlement of

Complainant's claim in respect of the subject Flat, the Respondent agree to allot the Complainant another flat in another project more particularly Flat No. 301, Wing "A", having carpet area of 462 Sq. ft. in the project named as GAURAV SAMRUDDHI comprising of Stilt + 20 upper floors constructed on the portion of property bearing Survey No. 86, Hissa No.1(Pt) of Village- Ghodbunder, Taluka and District- Thane, for a Total Consideration amount of Rs. 40,20,000/- (Forty Lakh Twenty Thousand Only) inclusive of car parking.

3. Agreed, declared and confirmed that Respondent will give the possession of the said new flat allotted by December 2018.
4. The Complainant also agreed that Sale Agreement will be executed once the Complainant will arrange the Stamp Duty amount and Registration fees within 45 days. It is also agreed by and between the parties that the amount earlier paid i.e. Rs. 29,09,569/- (Rupees Twenty Nine Lakh Nine Thousand Five Hundred and Sixty Nine Only) by the Complainants will be adjusted against the new flat and the balance payment of Rs. 11,10,431/- (Eleven Lakh Ten Thousand Four Thirty One Only) will be paid within 45 days of agreement by obtaining Bank Loan subject to Respondents providing the required documents to the complainants for obtaining the Bank Loan. Complainant have agreed and will also pay Society Charges amounting to Rs.3,01,436/- (Rupees Three Lakh One thousand Four Hundred and Thirty Six Only) at the Time of taking possession of the said Flat. It is also agreed that whatever Government charges like Service Tax, GST on payable amount, TDS, VAT if any will be paid by the Complainant accordingly.
5. Agreed, declared and confirmed by the parties that upon execution of these presents, the Complainants have no

subsisting right, title, interest or claim in respect of the subject Flat and that the Respondent is absolutely and exclusively entitled to deal with and/or create third party rights in respect of the subject Flat and receive consideration in that regard.

6. The terms and conditions in the present Consent Terms are and shall always be binding on the Legal heir/s, representative/s, assignee/s, executor/s or any person/s claiming through and/or on behalf of the Complainants and Respondent.
7. The Complainants hereby withdraw all allegations and counter allegation and claims or demand and hereby declare that Complainants have no dispute and/or demand against the Respondent save and except as provided in forgoing paragraphs any time in future subject to Respondents fulfill their obligations under these consent terms .

The Complaint is disposed off as withdrawn with regards to above mentioned terms of consent.

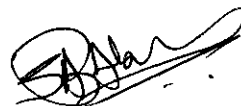
Dated this 12 day of February, 2018



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M/S. VIDHI REALTORS

(Respondent)



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Shashikant Abnave

(Complainants)

**BEFORE THE MAHARASHTRA REAL  
ESTATE REGULATORY AUTHORITY  
MUMBAI  
COMPLAINT NO. CC0060000000001861/17**

**Shashikant Abnave**

**... Complainant**

**V/s.**

**M/s. Vidhi Realtors**

**... Respondent**

**CONSENT TERMS**

**Dated this 12<sup>th</sup> day of February, 2018**