



MAHARASHTRA REAL ESTATE REGULATORY AUTHORITY

महाराष्ट्रस्थावर संपदा नियामक प्राधिकरण

.BEFORE HON'BLE ADJUDICATING OFFICER, MahaRERA, Mumbai

COMPLAINT NO. : CC 006000000000049

KAMLESH AILANI ---- Complainant

Vs

EKTA PARKSVILLE HOMES PVT. LTD ---- Respondent

CORAM - HON'BLE SHRI B.D. KAPADANIS.


ORDER

This is the complaint filed by the complainant under Section 18 Real Estate (Regulation and Development) Act, 2016 to claim the advance payment made by them in respect of flat No. 607 D wing in the respondents Real Estate Project known as Brooklyn Park, also known as Ekta Parksville .

The Parties have amicably settled the dispute and have filed their consent term marked as exhibit (A). The complainants have received full amount and their claim is fully satisfied. Therefore, there remains nothing for adjudication, hence the complaint is disposed off.

Mumbai,

Date: 06/09/2017


6.9.2017
(Shri B.D. Kapadanis)

Slum Rehabilitation Authority (SRA) Building,
'A' Wing, Prof. AnantKanekar Road,
Bandra (East), Mumbai 400 051
Tel : 022-26590036

झोपडपट्टी पुनर्वसन प्राधिकरण इमारत,
'ए' विंग, प्रो.अनंत काणेकर मार्ग,
वांद्रे (पूर्व), मुंबई ४०० ०५१
दूरध्वनी ०२२-२६५९००३६

Exb 'A'

BEFORE THE MAHARASHTRA REAL ESTATE REGULATORY
AUTHORITY

COMPLAINT NO. C C 006000000000049

Kamlesh Ailani

..... Complainant / Allottee

Vs.

Ekta Parksville Homes Pvt. Ltd.

..... Respondent / Promoter

CONSENT TERMS

1. The Complainant has filed the above Complaint in respect of disputes between the Parties therein in the matter of Agreement for Sale dated 18th February, 2015 registered under Serial No. 1416 of 2015 ("said Agreement") entered into between the Complainant and the Respondent in respect of Flat No. 607 ("said Flat") on the 6th Floor, 'D' Wing in the phase known as "Brooklyn Park" of the building/ complex known as "Ekta Parksville".

2. The Parties above named have discussed, deliberated and accordingly settled the aforesaid dispute by entering into the consent terms as follows:

a. The Complainant along with his Wife Mrs. Roshni K Ailani (collectively "the Purchasers") have simultaneously with execution hereof, executed a Deed of Cancellation ("Cancellation Deed") with the Respondent for cancellation of their purchase of the said Flat and termination of the said Agreement. The Deed of Cancellation has been registered with the office of the Sub-Registrar of Assurances, Vasai under Serial No. VS E4 - 60 37/ of 2017.



Kamlesh Ailani
Roshni K. Ailani

Sejal



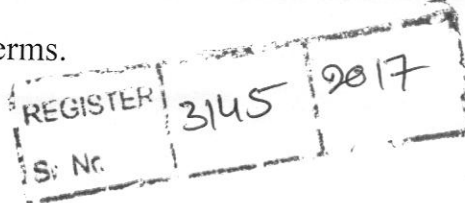
- b. The Purchasers have simultaneously with the execution of the Cancellation Deed also received refund of amounts in respect of the said Flat as more particularly specified therein.
 - c. The Parties confirm that the said Agreement stands terminated. The Complainant, his wife Mrs. Roshni K. Ailani and the Respondent herein shall be bound by the terms and conditions of the Cancellation Deed entered into for termination of the said Agreement.
 - d. The Complainant hereby declares and confirms that on and from the date of the Cancellation Deed, neither him, his wife or any one claiming through them (or any of them) shall have any right, title, interest and/or claim of any nature whatsoever in respect of the said Flat. The Complainant further confirms that no right, title or interest of any nature whatsoever has been created in favour of any third party/institution qua the said Flat.
 - e. The Respondent has the absolute right to deal with and dispose of the said Flat in the manner and on the terms and conditions it deems fit and the Complainant undertakes not to create any hurdles, obstacles or hindrances of any nature whatsoever.
 - f. The Complainant confirms that the said Flat is free from all encumbrances and that the Purchasers have clear and marketable title thereto.
3. The Parties shall bear their respective costs and expenses incurred in prosecuting / defending (as the case may be) all proceedings arising out of the captioned Complaint, without any recourse to the other party.

Roshni K. Ailani
Roshni K. Ailani

Sajal



4. All allegations, claims, contentions, disputes and proceedings made or initiated by the aforesaid Complainant against the Defendant are hereby unconditionally withdrawn.
5. The parties hereto agree, declare and confirm that they have settled the matter under dispute in accordance with these consent terms and do hereby undertake that they shall abide by the same and shall not raise any dispute regarding the subject matter of the present suit.
6. In the aforesaid circumstances, the aforesaid Complainant hereby unconditionally withdraws the present Complaint filed before this Hon'ble Authority against the Respondent herein.
7. The terms as agreed herein should be taken as an undertaking to this Hon'ble Court.
8. The captioned Complaint is disposed off as withdrawn in terms of these Consent Terms.



Complainant

Rakesh
Rohini K. Ailani

For Respondent

Sayal

Director/Authorised Signatory

For Wadia Ghandy & Co.

Partner

Advocate for Respondent

BEFORE ME
gm
O. P. TIWARI
B.A. LL.B.
NOTARY
Gr. Mumbai & Dist. Thane
Maharashtra
(Govt. of India)

6 SEP 2017

