

BEFORE THE
MAHARASHTRA REAL ESTATE REGULATORY AUTHORITY
MUMBAI

COMPLAINT NO: CC004000000000007

MAYUR SARJEKAR

... Complainant.

Versus

AVINASH UTTARWAR, GIRISH PADMAWAR
MahaRERA Regn: P51700003461

... Respondent.

Coram: Hon'ble Shri B.D. KAPADNIS.

13th October 2017

Final Order

The complainant withdraws the complaint vide the consent terms signed by both the parties marked Exhibit 'A'. Hence the complaint is disposed off in terms of the consent terms which shall form the part of this order.


13.10.17.

(B.D. Kapadnis)

(Member & Adjudicating Officer)
MahaRERA, Mumbai

Mumbai
Date: 13.10.2017.



BEFORE THE REAL ESTATE REGULATORY AUTHORITY

COMPLAINT NO. CC004/007

Mayur Sarjekar

Versus

Synergy Infra Ventures and Infra Project

**AN APPLICATION FOR PASSING ORDER
IN TERMS OF COMPROMISE**

Parties most respectfully submit as under:-

Parties have amicably settled the matter in the following terms:-

(1) By way of full and final settlement of all disputes between the Complainant and Respondent, the Respondent Shall pay to the Complainant, Rs. 1200000/- (Rupees Twelve Lakh only) with interest as per rates specified in Section 12 of Real Estate Regulation Act and Rs. 75000/- (Rupees Seventy Five Thousand only) by way of compensation (inclusive of expenses incurred by the Complainant for the instant proceedings).

(2) The Respondent shall pay the aforesaid amount in four equal quarterly instalments. First of such instalment shall be payable on or before 13th January 2018, second instalment on or before 13th April 2018, third instalment on or before 13th July 2018 and last instalment on or before 13th October 2018.

(3) Accordingly parties have worked out the amounts due on each of the due dates of instalments, which is attached to this application forming part of the same. As per the said statement the Respondent has issued following post-dated cheques drawn on *Kanyaka Nagari Sahakarini* Bank, Branch *Chandrapur* payable to the Complainant:-

Cheque No.	Date	Amount (Rs.)
066392	13.01.2018	4,38,048.22/-
066393	13.04.2018	4,48,189.27/-
066394	13.07.2018	4,58,338.15/-
066395	13.10.2018	4,68,804.34/-

13/10/17
A. O.

(4) If any of the Cheques is dishonoured the Complainant shall be at liberty to move this Hon'ble Authority for taking action under Real Estate Regulation Act, for violation of Order of this Hon'ble Authority.

(5) Without prejudice to the aforesaid right under Real Estate Regulation Act, Complainant shall also be at liberty to take up proceedings under Negotiable Instruments Act on account of dishonour of Cheques.

(6) Complainant hereby relinquishes all other claims in this Complaint.

(7) Except as contemplated hereinabove, the parties shall not take up any further action against each other in connection with the transaction in question arising out of Agreement Dated 15.12.2013 between the parties.

(8) Complainant hereby agrees that he will maintain secrecy regarding the procedure of the Hon'ble authority.

Prayer:- It is therefore prayed that this Hon'ble Authority be pleased to pass final order in terms of the above compromise.

Mumbai

Dated:- 13th October 2017

Shyam Sulekar
Complainant

Shyam Sulekar
Respondent

order

Complaint & Adv. of
respondent are present.
Consent terms signed
by parties are presented.
Complaint admits the
contents. Adv. of respondent
also submits that respondent
also agrees to them. By

I know the respondent
& he signed before me
terms are settled before me

Adv. C.R. Bhaywade

13.10.17.

All the above numbered cheques are received.

Shyam
13th Oct 2017
(Shyam Sanjdar)