## MAHARASHTRA REAL ESTATE APPELLATE TRIBUNAL UNDER RERA ACT

# 

Mr. Pramod Pandurang Pisal .. Appellant/s

V/s.

- 1. Abdul Rahim Thakur
- 2. M/s. M.M. Developers ...Respondent/s

# <u>(7)</u> No.AT00600000000043

Mr. Pramod Pandurang Pisal ... Appellant/s

V/s.

- 1. Mohammed Shahbuddin Siddiquie
- 2. M/s. M.M. Developers ...Respondent/s

# (8) No.AT0060000000045

Mr. Pramod Pandurang Pisal .. Appellant/s

V/s.

- 1. Jagdish Shinde
- 2. M/s. M.M. Developers ...Respondent/s

#### (<u>9)</u> No.AT00600000000046

Mr. Pramod Pandurang Pisal .. Appellant/s

V/s.

- 1. Imran Kazi
- 2. M/s. M.M. Developers

..Respondent/s

### (10) No.AT0060000000047

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Mr. Pramod Pandurang Pisal .. Appellant/s

V/s.

- 1. Mohammed Shahbuddin Siddiquie
- 2. M/s.M.M. Developers ...Respondent/s

## (11) No.AT00600000000048

Mr. Pramod Pandurang Pisal .. Appellant/s

V/s.

- 1. Qais Ayyub Daber
- 2. M/s.M.M. Developers ...Respondent/s

## (12) No.AT006000000000049

Mr. Pramod Pandurang Pisal .. Appellant/s

V/s.

- 1. Rupali Patil
- 2. M/s.M.M. Developers ...Respondent/s

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Mr. Pramod Pandurang Pisal .. Appellant/s

V/s.

- 1. Sarla Patil
- 2. M/s.M.M. Developers

..Respondent/s

#### (14) No.AT0060000000051

Mr. Pramod Pandurang Pisal

.. Appellant/s

V/s.

1. Badruddin Thakur

2. M/s. M.M. Developers ...Respondent/s

CORAM :Hon'ble Shri K. U. CHANDIWAL, J. President, Maharashtra Revenue Tribunal, Mumbai & I/c. Maharashtra Real Estate Appellate Tribunal under Maharashtra RERA Act DATED:-8<sup>th</sup> May, 2018

### -: ORDER :-

Called out at 4.45 PM.

The appellant, Pramod Pisal with his Advocates Rajesh Chainani a/w Adv. Aruna Mehta a/w Adv. Malcolm for S. Pathak & Co. present.

The respondent / allottees in each of the appeal are present with their Advocates Shri Neerav Joshi, in Appeal 45, 46, 48,49 and 50.

Adv. Vikrant Nimbalkar for Respondents in Appeal no.30, 43, 47, 51. Shri Pankaj Sutar and Rajeshwar Navalpurkar for Respondents M/s. M.M. Developers in all the 9 appeals.

The deliberation even after two hours, ultimately reached to conclusions and final settlement between the Promoter, M/s. Unity Land Consultancy (Sole Proprietor – Mr. Pramod Pisal), M.M. Developers and all nine allottees who are present today. A signed compromise by the parties / Advocate and the statement of amounts received from allottees, by M.M. Developers is tendered. This will be part of the compromise.

It is agreed by and between the parties to the present Appeal are as under:

- The Order of Ld. Adjudicating Officer dated 19<sup>th</sup> December, 2017 shall be scrupulously adhered to by the Appellant Mr. Pisal and also on behalf of Respondent no. 2 M.M. Developers in the terms as mentioned below:
- The allottees have given up interest of four months and the payment of interest shall be computed from 1<sup>st</sup> October, 2017 instead of June, 2017 as directed in the order dated 19.12.2017.
- 3. All other clauses in the Order dated 19<sup>th</sup> December, 2017 to remain intact.
- 4. In lieu of Mr. Pisal (the Appellant) taking responsibility of payments and completing the project, M.M. Developers has relinquished his rights to receive Rs.88,03,255/- from allottee / Respondent. If there is any difference of payment in individual payment by the allottees, M.M Developers assures to pay back such amount to such individual allottee.
- Even if the period of completion of project is extended, the liability of Mr. Pisal to pay interest to each of the allottee shall continue till then. The period of completion of project will start from 1<sup>st</sup> May, 2018 to 18 months.
- 6. The amounts that may be payable by Mr. Pisal under the terms as set out hereinabove shall be adjusted towards the amounts receivable from the allottees, exclusively payable to Mr. Pisal.
- The consent terms arrived at between the parties referred to above are in peculiar facts and circumstance of the case and shall not be treated as a precedent.

No costs in the Appeal. Appeals accordingly disposed off. Think . (K. U. CHANDIWAL, J.)

Place: Mumbai (K. U. CHANDIWAL, J.) Dated: 8th May, 2018 President, Maharashtra Revenue Tribunal, Mumbai & I/c. Maharashtra Real Estate Appellate Tribunal, (MahaRERA), Mumbai M/s. Unity Land Consultancy ( Sole Proprietor - Mr. Pramod Pisal)

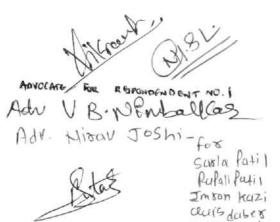
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- 2. The allottees have given up interest of four months and the payment of interest shall be computed from 1st October, 2017 instead of June, 2017 as directed in the order dated 19.12.2017.
- All other clauses to remain intact.
- 4. In lieu of Mr. Pisal (the Appellant) taking responsibility of payments and completing the project, M.M. Developers has relinquished his rights to receive Rs.88,03,255/- If there is any difference of payment in individual payment by the allottees, M.M Developers assures to pay back such amount to such individual allottee.
- 5. Even if the period of completion of project is extended, the liability of Mr. Pisal to pay interest to each of the allottee shall continue till then. The consent terms arrived at between the parties referred to above are in peculiar facts and circumstance of the case and shall not be treated as a precedent.
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ADVOCATE



JULIARSHILL ADVOCANE RESPONDENT NO .2

(M.M. DENTELOMINS)

ATOHA MASPOOL

8th May, 2018

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#### Project - MM Residency

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#### Summary of RERA Case Customers as per Reed. Order dated

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