

**MAHARASHTRA REAL ESTATE APPELLATE  
TRIBUNAL UNDER RERA ACT**

**(6)**

**No.AT006000000000030**

Mr. Pramod Pandurang Pisal .. Appellant/s

V/s.

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

**(7)**

**No.AT006000000000043**

Mr. Pramod Pandurang Pisal .. Appellant/s

V/s.

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

**(8)**

**No.AT006000000000045**

Mr. Pramod Pandurang Pisal .. Appellant/s

V/s.

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

**(9)**

**No.AT006000000000046**

Mr. Pramod Pandurang Pisal .. Appellant/s

V/s.

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



**(10)**

**No.AT006000000000047**

Mr. Pramod Pandurang Pisal .. Appellant/s

V/s.

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

**(11)**

**No.AT006000000000048**

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

**(13)**

**No.AT006000000000050**

Mr. Pramod Pandurang Pisal .. Appellant/s

V/s.

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



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:



1. 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:
2. 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.
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 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.
7. 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.*

Place: Mumbai  
Dated: 8th May, 2018

*(Signature)*  
(K. U. CHANDIWAL, J.)  
President,  
Maharashtra Revenue Tribunal,  
Mumbai  
& I/c. Maharashtra Real Estate  
Appellate Tribunal, (MahaRERA),  
Mumbai

M/s. Unity Land Consultancy (Sole Proprietor - Mr. Pramod Pisal)

The deliberation even after two hours, ultimately reached to conclusions and final settlement between the Promoter, 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 <sup>the</sup> compromise.

It is agreed by and between the parties <sup>to the present Appeal</sup> as under:

1. 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:
2. 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 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.
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 period of completion of project will start from 1<sup>st</sup> May 2018 to 18 months (Request from the allottees: Sale of allottees).

*Amkhar*  
ADVOCATE FOR APPELLANT

*Amkhar*

*Adv V B. N. Bhalgaonkar*  
ADVOCATE FOR RESPONDENT NO. 1

*Adv. Nisav Joshi*

*for*  
Sushla Patil  
Rupali Patil  
Imran Kazi  
Chaitanya  
Jalgaonkar

ADVOCATE FOR RESPONDENT NO. 2

(M.M. Developers)

*MOHD. MASROOR*

*MS*

1) Jagdish Shinde

*08/05/2018*

2) SULTANA AMRAN KAZI

*08/05/2018*

3) Sushla V. Patil  
(4) Rupali V. Patil

# Project - MM Residency

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

Sr. No.	Name of the Customers	Flat No.	As per order Recd. Amt.	Agreement Value	Recd. Amt.	Bal. Amt.	10.05% for 11 Months	MM - 50%	Compensation	Complaint Cost	Total
1	Mr. Thakur Abdul Rahim Abdul Aziz	B - 1304	2691183	3000000	2250000	750000	207281.3	103641	50000	10000	163641
2	Mr. Badruddin Kutubuddin Thakur	A - 403	1876973	2352900	1647030	705870	151732.6	75866	50000	10000	135866
3	Altaf Ishaq Bangi	A - 502	3964143	4690000	3283000	1407000	302446.4	151223	50000	10000	211223
4	Mohamed Shahabuddin Siddique	A - 1004	2263900	3000000	2162055	837945	199179.3	99590	50000	10000	159590
5	Mr. Qais Ayyub Daber	A - 603	2131248	2743300	1920310	822990	176908.6	88454	50000	10000	148454
6	Rupali Vasudev Patil &	B - 305	2751346	4100000	2870000	1230000	264398.8	132199	50000	10000	192199
7	Vasudev Supadu Patil Sarla Vasudev Patil &	B - 306	1944391	2523500	1766450	757050	162734.2	81367	50000	10000	141367
8	Vasudev Supadu Patil Jagdish S. Shinde & Rajeshree J. Shinde	A - 1302	2805332	4000000	2600100	1399900	239534.2	119767	50000	10000	179767
9	Mr. Imran Hasan Kazi & Mrs. Sultana Imran Kazi	B - 303	2082500	2975000	2082500	892500	191850.3	95925	50000	10000	155925
			22511016	29384700	20581445	8803255	1896066	948033	450000	90000	1488033

Advocate for M.M. Developers

Advocate for M.M. Developers

Adv. Niranv Joshi  
for Resident No. 1

Adv. Niranv Joshi  
for Resident No. 1

Adv. for Applicant  
for 5 flats