

BEFORE THE  
MAHARASHTRA REAL ESTATE REGULATORY AUTHORITY  
MUMBAI

COMPLAINT NO: CC006000000000947

Suresh Warier

... Complainant.

Versus

Vidhi Realtors

(Gaurav Discovery-II)

... Respondents.

MahaRERA Regn: P51800007949

**Coram:** Shri B.D. Kapadnis, Hon'ble  
Member & Adjudicating Officer.

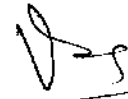
Complainant: Mr. A.R. Bhusari, advocate present.

Respondent: Mr. Krishna Agrawal, advocate present.

**Final Order**

26<sup>th</sup> February 2018.

Both the parties have filed their consent terms marked at Exhibit 'A' as they have amicably settled their dispute. Hence, the complaint stands disposed off in terms of consent terms marked at Exhibit 'A' which shall form part of this order.

  
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26.2.18  
(B.D. Kapadnis)

Member & Adjudicating Officer  
MahaRERA, Mumbai.

Mumbai.

Date: 26.02.2018



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BEFORE THE

MAHARASHTRA REAL ESTATE REGULATORY  
AUTHORITY MUMBAI

Complaint No. CC006000000000947 of 2017

SURESH WARIER ... Complainant

Versus

M/S. VIDHI REALTORS ... Respondent

CONSENT TERMS

The parties herein have decided to amicably settle all disputes and differences between them in respect of the premises being Flat No. 0303 on 3<sup>rd</sup> floor, F-wing, area admeasuring 640 sq. ft. Carpet area in Building known as "GAURAV DISCOVERY", in project known as "GAURAV DISCOVERY-II", constructed on the property bearing C.T.S No. 2841(PT), situate at village Malwani, Malad, Mumbai, on the following terms :-

- 1) The Complainant had agreed to purchase the subject Flat under an Allotment Letter dated 18/12/2012 for the consideration of a sum of Rs. 55,55,840/- (Rupees Fifty Five Lakh Fifty Five Thousand Eight Hundred and Forty Only) and out of the total consideration, the Complainants had paid and Respondent has till date duly received from the Complainant a part consideration sum of Rs. 14,64,000/- (Rupees Fourteen Lakh Sixty Four Thousand Only) towards installment along with Service Tax of Rs. 68,672/- (Rupees Sixty Eight Thousand Six Hundred and Seventy Two only), thus, totally amounting to Rs. 15,32,672/- (Rupees Fifteen Lakhs Thirty Two Thousand Six Hundred and Seventy Two Only).

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Parties  
admit  
the contents  
20-2-18



- 2) As the possession was considerably delayed, the Complainant filed the present Complaint before this Hon'ble Authority, thereby praying to the Hon'ble Authority to instruct the Respondent to cancel the booking of the above mentioned flat and refund the above mentioned amount with interest to the Complainant.
- 3) However, before the matter could be proceeded, discussions and negotiations took place between Complainant and Respondent for exploring possibility for compromise / out of court settlement w.r.t. said matter. During the negotiations Respondent offered to pay amount of Rs. 22,21,746/- (Rupees Twenty Two Lakh Twenty One Thousand Seven Hundred and Forty Six Only) as one time settlement and the said amount in installments / tranches in a time bound manner which was accepted by the Complainant.
- 4) It is agreed, declared and confirmed by the parties hereto that in the view of the Complainant terminating and cancelling the Allotment of subject Flat, the Respondent has agreed to refund the consideration amount Rs.14,64,000/- (Rupees Fourteen Lakh Sixty Four Thousand Only) + Rs. 6,89,074/- (Rupees Six Lakh Eighty Nine Thousand and Seventy Four Only) as and by way of interest/Compensation ( i.e. 9 % from payment date till 31<sup>st</sup> April 2017 and 10.05% from 1<sup>st</sup> May 2017 till 28<sup>th</sup> February 2018) + Service Tax a sum of Rs. 68,672/- (Rupees Sixty Eight Thousand Six Hundred and Seventy Two only), thus total aggregate amount of Rs. 22,21,746/-(Rupees Twenty Two Lakh Twenty One Thousand Seven Hundred and FortySix Only) to the Complainant, as and by way of full and final settlement of Complainant's claim in respect of the subject Flat in a time bound manner. It is agreed that time shall be of strict essence of this consent terms.
- 5) It is agreed, declared and confirmed by the Respondent that it shall pay the above mentioned sum of Rs. 22,21,746/- (Rupees Twenty Two Lakh Twenty One Thousand Seven



Hundred and Forty six Only) to the Complainant on or before 7<sup>th</sup> July, 2018 in Five installments as follows:-

- i) A sum of Rs.4,44,349/- (Rupees Four Lakhs Forty Four Thousand Three Hundred and Forty Nine Only) i.e. being 20% of total amount on or before 7<sup>th</sup> March 2018;
  - ii) A sum of Rs. 4,44,349/- (Rupees Four Lakhs Forty Four Thousand Three Hundred and Forty Nine Only) i.e 20% of total amount on or before 7<sup>th</sup> April 2018;
  - iii) A sum of Rs. 4,44,349 (Rupees Four Lakh Forty Four Thousand Three Hundred and Forty Nine Only) i.e 20% of total amount on or before 7<sup>th</sup> May 2018.
  - iv) A sum of Rs. 4,44,349/- (Rupees Four Lakhs Forty Four Thousand Three Hundred and Forty Nine Only) i.e. 20% of total amount on or before 7<sup>th</sup> June 2018;
  - v) A sum of Rs. 4,44,349/- (Rupees Four Lakhs Forty Four Thousand Three Hundred and Forty Nine Only) i.e 20% of total amount on or before 7<sup>th</sup> July 2018;
- 6) It is agreed, declared and confirmed by the parties hereto that the Respondent shall make the above payments in the Bank Account of the Claimant, by way of RTGS and the bank accounts details are given as under:-

Bank Name: HDFC BANK LTD

Branch Name: Prabhadevi, Mumbai

Account Holder Name: Suresh Krishna Warier

Bank account no:00121050033572IFSC

Code: HDFC0000012.



7) It is hereby agreed, declared and confirmed by the parties hereto that only after the receipt and realization of the entire refund amount along with interest i.e. Rs. 22,21,746/- (Rupees Twenty Two Lakh Twenty One Thousand Seven Hundred and Forty Six Only) the Complainant will have no subsisting right, title, interest or claim in respect of the subject Flat and that thereafter, the Respondent shall be 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.

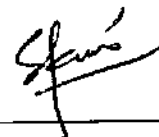
8) The terms and conditions in the present Consent Terms are and shall always be binding on the parties hereto, their respective Legal heir/s, representative/s, Directors, assignee/s, executor/s, or any person/s claiming through and/or on behalf of the Complainant and Respondent.

9) The parties declare and confirm that they have read and understood the contents of the present Consent terms and that there is no ambiguity as regards to any of the terms of the present Compromise Deed.

Dated this 26<sup>th</sup> day of February, 2018



M/S. VIDHI REALTORS  
(Respondent)



Suresh Warier  
(Complainant)