

BEFORE THE  
MAHARASHTRA REAL ESTATE REGULATORY AUTHORITY  
MUMBAI

COMPLAINT NO: CC006000000000164

KUNDAN SHANKAR MEHER

... Complainant

Versus

M/s HAWARE ENGINEERS & BUILDERS PVT LTD ... Respondent

MahaRERA Regn: P51700003236

Mr. Bharat Dhonde present for complaint.

M/s. M. Tripathi & Co. Adv. present for respondent.

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

26<sup>th</sup> September 2017

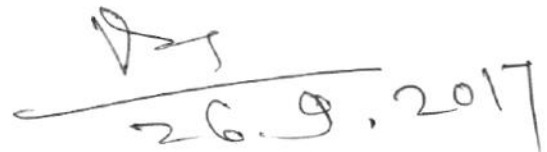
**Final Order**

The complainant has filed this complaint under Section 18 of Real Estate (Regulation & Development) Act, 2016 in respect of Flat No. 6 Building No. 13 in Haware Nakashtra, Palghar Project.

The parties have amicably settled their dispute in terms of consent terms which is taken on record and is a part of the order.

The complainant does not want to proceed further, hence the complaint is disposed off in terms of consent terms marked as Exhibit 'A'.

Mumbai  
Date: 26.09.2017.

  
(B.D. Kapadnis)  
(Member & Adjudicating Officer)  
MahaRERA, Mumbai

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BEFORE THE MAHARASHTRA REAL ESTATE  
REGULATORY AUTHORITY  
BANDRA, MUMBAI

COMPLAINT NO : CC 006 00 00 00 00 00 164 OF 2017

KUNDAN SHANKAR MEHER } COMPLAINANT

VS

M/S HAWARE ENGINEERS  
& BUILDERS PVT. LTD } RESPONDENTS.

CONSENT TERMS

By mutual consent of the parties, the above complaint stands disposed on the following terms -

1) The complainant has booked a flat, being flat no. 13/6 D TYPE ("THE SAID FLAT") in Respondents project being "Nakshatra" situated at Palghar. on 9/5/2010.

2) By mutual discussions and confabulations, the parties have agreed that

a) The Respondents shall apply for the occupancy certificate on or before the 31<sup>st</sup> December 2017.

b) on receiving the occupancy certificate, the Respondents shall forthwith hand over possession of "The Said Flat" to the complainant.

c) In case the Respondents fail to abide by the conditions (a) and (b) hereinabove, the Respondents shall be liable, as to pay to the complainant -

i) Interest as per Section 18 since 1<sup>st</sup> October 2014

ii) Rent that the complainant would have been paying since 1<sup>st</sup> October 2014

a) In lieu of (a) & (b) hereinabove the complainant

agrees to unconditionally withdraw the complaint and declares ② that he shall not pursue any other proceeding against the respondents.

3) The parties herby state and declare that they have entered into the above consent terms with Their own free will and have understood the terms and agree to abide by the terms of these consent terms.

in  
Respect  
of the  
possession  
of the  
said  
flat

Dated this 26th Day of September 2017.



(complainant)



Mr. Pravin Haware  
(for, Respondents)

For Complainant

Bhale Shinde

26/9/2017.


Representative



for, M/s. M. Tripathi & Co  
(Advocates for the Respondents)

R R R

Parties agree the  
consent terms.

  
26.9.17.

**THE MAHARASHTRA REAL ESTATE REGULATORY AUTHORITY  
MUMBAI.**

COMPLAINT NO: CC006000000000164

Kundan Meher

... Complainant.

**Versus**

Haware Engineers & Builders Private Ltd.

... Respondents.

MahaRERA Regn: **P51700003236**

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


**ORDER ON EXECUTION APPLICATION.**

31<sup>ST</sup> December 2018

The Complainant has filed the application for execution of the Consent Terms marked Exhibit 'A'. However, today he has filed purshis marked Exhibit 'B' reporting that his claim has been fully satisfied.

The application stands disposed of as the claim is fully satisfied.

Mumbai.  
Date 31.12.2018.

  
31.12.18

(B. D. Kapadnis)  
Member & Adjudicating Officer,  
MahaRERA, Mumbai.