

COMPLAINT NO: CC006000000089591

---Complainant.

---Respondents.

MahaRERA Regn: P51700008284


**ORDER ON THE RECOVERY APPLICATION FILED IN COMPLAINT.**

On the request of Mr. Sanket Nikam, the matter is taken on board.

2. Mr. Sanket Nikam appears today whose execution petition is posted on 23.12.2019. He files the application to the effect that he does not want to proceed with the execution of the order passed in the said complaint because the order passed in CC006/56079 has been put to execution.

3. Therefore, the execution application for executing the final order stands disposed of.

Mumbai.  
Date:25.11.2019.

  
25.11.19  
(B.D. Kapadnis)  
Member II,  
MahaRERA, Mumbai.

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

**COMPLAINT NO: CC006000000056079**

Sanket Vijay Nikam

... Complainant.

**Versus**

Karm Infrastructure Pvt. Ltd.

..... Respondents.

MahaRERA Regn: P51700008284.

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

**Appearance:**

Complainants: In person.

Respondents: Adv. Sunny L. Jain

**FINAL ORDER**

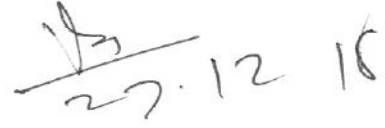
**27<sup>th</sup> December 2018.**

The parties have amicably settled the dispute and they have filed the consent terms marked Exh. 'A' on record.

2. The complaint stands disposed of in terms of Exh.'A' which shall form part of this order.

Mumbai.

Date: 27.12.2018.



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

LS 71- A

**BEFORE MAHARASHTRA REAL ESTATE REGULATORY AUTHORITY**

**AT MUMBAI**

**Complaint No. CC006000000056079**

**SANKET VIJAY NIKAM**

... **Complainant**

**V/s**

**Karrm Infrastructure Pvt. Ltd.**

**(MahaRERA Regn. P51700008284)**

... **Respondent**

**CONSENT TERMS**

1. The Complainant have purchased a Flat no. 204, 2<sup>nd</sup> floor, PARIJAT/PARIJAT,E-WING, project known as Karrm Gardens, Project-I Chikholi, Ambarnath ( hereinafter referred to as the said **"Flat"**)for the total consideration of Rs. 37,81,603 /- (**Rs. Thirty Seven Lakhs Eighty one Thousand Three Hundred Three Only**), flat Registered in the concerned sub registration office hereinafter referred to as the **"said Flat"**.

2. Since the Respondent did not handed over the possession of suit flat within the stipulated time, therefore, the Complainant approached this Hon'ble Forum / Authority.

3. In the meantime the Complainant and the Respondent approach each other for resolving the matter amicably and have decided to put an end to this matter.

4. The Respondent and Complainant hereby agreed to below terms that

I. Respondent will foreclosed the existing Housing availed by the Mr. Sanket Vijay Nikam in the respect of the said flat from DHFL Housing loan account no.00000883, Bhandup main branch (inclusive outstanding housing loan amount plus balance pre emi & misc. costs) in 4 monthly equal installment commencing from 17<sup>th</sup> January,2019 onward.

II. Further, respondent agreed to pay Rs. 5,32,690/- (**Rupees five Lakhs Thirty two thousand six hundred ninety only** )

(received by the respondent more particularly describe as

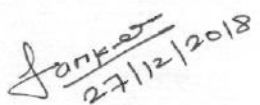


27/12/2018

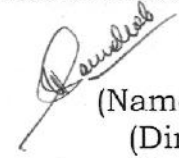
schedule-1) in 4 monthly equal installments payable alongwith interest of 10.5 % p.a from the date of payment made by Mr.Sanket Vijay Nikam till actual realization to him commencing from 17<sup>th</sup> January,2019 onward.

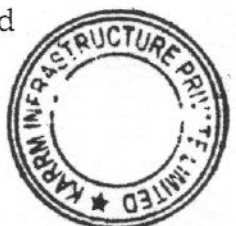
- III. Lastly, respondent will pay DHFL Loan processing fee Rs. 24,252/- and Rs. 5,059/- application for cost for lodging complaint with MahaRERA immediate payment on 17<sup>th</sup> January, 2017.
  - IV. The amount payable in 4(II) and 4(III) above will be payable by the Respondent by RTGS mode to Mr. Sanket Vijay Nikam having saving account no.054101508316, ICICI Bank Ltd, Ghansoli, Navi Mumbai branch IFSC Code no.ICIC0000541.
  - V. After complete payment the Complainant will execute and registered deed of cancellation in the concerned sub registration office in respect of the said Flat.
5. The Complainant and the Respondent withdraw all their allegations made against each other in their notices, Complaints and no complaint against each other.
  6. The Complainant does hereby record, declare, confirm and undertake that to this Hon'ble Forum/ Authority that He, and /or his /her heirs, executors, administrators and assigns will not raise will not file any further legal proceeding against the Respondent in respect to the Suit Flat.
  7. The Complainant and the Respondent now hereby agrees to withdraw this Complaint mutually on the above mention terms and conditions, therefore, the Complaint is hereby withdrawn.

Dated: - 27/12/2018

  
(Mr. Sanket Vijay Nikam)  
Complainant

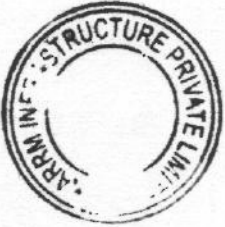
For, Karm Infrastructure Private Limited

  
(Namdeob Subhash Jadhav)  
(Director)  
(Respondent)



Schedule-1

SR.NO	Stage Name	Paid Amount Rs.
1	TOKEN AMOUNT	62928
2	ALLOTMENT AMOUNT	251712
3	VAT	31464
4	SERVICE TAX FOR 6 TH SLAB	9726
5	OCR	114640
6	SERVICE TAX ON ALLOTMENT	7778
7	SERVICE TAX FOR TOKEN AMOUNT	1944
8	SERVICE TAX FOR 5 TH SLAB	5830
9	SERVICE TAX FOR PLINTH	35001
10	SERVICE TAX FOR 4 SLAB	11667
	TOTAL SELF PAID BY CLIENT	<b>532690</b>



*R. Androob*

*27/12/2018*