

**THE MAHARASHTRA REAL ESTATE REGULATORY
AUTHORITY, MUMBAI.
COMPLAINT NO: CC006000000023429**

Baidyanath Panda
Jagruti Panda

... Complainants.

Versus

Nirmal Life Style LTD.
Ricardo Constructions Private Limited
(Center Court)

... Respondents.

MahaRERA Regn: P51800012386

Coram: B.D. Kapadnis,
Member II.

Appearance:


Complainant: Adv. Sunil Kewalramani.
Respondent No.1: Ms Vaishali Mohite.
Respondent No.2: Adv. Bhavin Dhebar.

**FINAL ORDER
21st January 2020.**

The complainants and the respondent no. 1 have arrived at the amicable settlement and they have filed the consent terms marked Exh. "A" to that effect. Hence the complaint is disposed off in terms of the consent terms marked Exh. "A" and it is dismissed against respondent no. 2.

2. The consent terms are formed as part of the order.

Mumbai.
Date: 21.01.2020.


21.1.2020
(B. D. Kapadnis)
Member II, MahaRERA,
Mumbai.

Date: 19 January, 2020

To

Mr. Baidyanath Panda / Mrs. Jagruti Panda
25 Navi Wadim Dadiseth Agyarui Lane
5th Floor 502 Cheera Bazar
Mumbai 400002



Ref: Your booking of Flat No. 1602 in our Project "Centre Court" at Mulund; MahaRERA Complaint # CC006000000023429.

Sub: Terms for Settlement with respect to your claim seeking Refund of the Principal Amount under the Real Estate (Regulation and Development) Act 2016 r/w Rules made thereunder.

Dear Mr. Baidyanath Panda / Mrs. Jagruti Panda ("Complainant"),

This has reference to the booking of your Flat No. 1602 ("said Flat") in our Project "Centre Court" ("said Project") being developed by us at City of Joy, ACC Compound Station road Mulund West.

This letter is specifically in furtherance to our without prejudice meetings and discussions in order to amicably resolve the matter with respect to your claim seeking Refund under and as per the Real Estate (Regulation and Development) Act 2016 and the Rules made thereunder ("the Act") under Complaint bearing number CC006000000023429 ("said Complaint") duly recording the understanding and amicable settlement thereof.

Mr. Baidyanath Panda / Mrs. Jagruti Panda - the Complainant, in the said Complaint had filed the above complaint against Nirmal Developers, the Respondent in the said Complaint, before the Hon'ble MahaRERA for grievances, more particularly mentioned therein with respect to the said Payment Receipt in respect of the said Flat, between the Complainant and the Respondent ("Parties"), in the Project known as "Centre Court" ("said Project") being developed by Nirmal Lifestyle Ltd ("Respondent") at Mulund. The Complainant and the Respondent are hereinafter collectively referred to as the "Parties".

That both the parties i.e. the Complainant, Mr. Baidyanath Panda / Mrs. Jagruti Panda and the Respondent i.e. M/s. Nirmal Lifestyle Ltd, have mutually and amicably resolve the disputes and have agreed to the following terms and conditions as follows :-

1. The Respondent has mutually agreed to refund the amount of **Rs.39,68,458/- (Rupees Thirty Nine Lakhs Sixty Eight Thousand Four Hundred And Fifty Eight Only)**, as a full and final settlement, hereinafter referred as the "**said Settlement Amount**", against all the amounts claimed by the Complainant in her Complaint before the Hon'ble MahaRERA and the subject matter of the complaint i.e. in respect of the said Flat bearing No. 1602, in the said Project known as Centre Court.

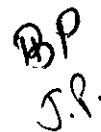
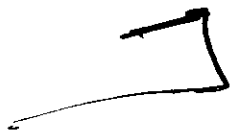
2. The Complainant has agreed to withdraw all the contentions against the Respondent before Hon'ble MahaRERA in terms of these forgoing Settlement Terms.

Our Proud Associations:



BP
JP.

3. The Complainant has agreed to withdraw from the said Project known as 'Centre Court' being developed by the Respondent and hereby declares, confirms and gives her expresses consent to ipso facto cancel the booking of the said Flat in the said Project and is deemed to be cancelled at statim effectum. The Cancellation procedure already completed and handed over the original receipts etc.
4. The Complainant hereby declares, undertakes and confirms that upon execution of this Settlement Letter, the Complainant or any one claiming through her shall not have any right, title or interest and / or claim of any nature whatsoever in respect of the said Flat. The Complainant further declares, undertakes and confirms that any right, title or interest of any nature whatsoever including any encumbrances / mortgages / lien / loan etc. has not been created in favor of any third party / institution in respect of the said Payment Receipts qua the said Flat. The Complainant declares, undertakes and confirms that she shall not create any encumbrances / mortgages / lien / loan etc. and / or has not been created in favour of any third party / institution in respect of the said Payment Receipts qua the said Flat.
5. The Complainant confirms, declares and undertakes that barring the present Complaint, any legal proceedings before any judicial / quasi-judicial court / forum and / or authorities / government bodies, tribunals, etc. if any initiated by the Complainant shall be forthwith withdrawn in lieu of the present Settlement Letter.
6. The Respondent has agreed to make payment **Rs.39,68,458/- (Rupees Thirty Nine Lakhs Sixty Eight Thousand Four Hundred And Fifty Eight Only)**, towards the **"said Settlement Amount"** in favor of the Complainant in the following manner as set out herein below.
 - (i) Pay Order bearing no 008594 drawn on Saraswat Bank dated 17-01-2020 for an amount of Rs 5,00,000 /- (Rupees Five Lakhs Only) drawn in favor of Mr. Baidyanath Panda
 - (ii) RTGS for the month February 2020 of Rs 5,00,000 /- (Rupees Five Lakhs Only) drawn in favor of Mr. Baidyanath Panda
 - (iii) RTGS for the month March 2020 of Rs 5,00,000 /- (Rupees Five Lakhs Only) drawn in favor of Mr. Baidyanath Panda
 - (iv) RTGS for the month April 2020 of Rs 5,00,000 /- (Rupees Five Lakhs Only) drawn in favor of Mr. Baidyanath Panda
 - (v) RTGS for the month May 2020 of Rs 5,00,000 /- (Rupees Five Lakhs Only) drawn in favor of Mr. Baidyanath Panda



- (vi) RTGS for the month June 2020 of Rs 5,00,000 /- (Rupees Five Lakhs Only) drawn in favor of Mr. Baidyanath Panda
 - (vii) RTGS for the month July 2020 of Rs 5,00,000 /- (Rupees Five Lakhs Only) drawn in favor of Mr. Baidyanath Panda
 - (viii) RTGS for the month August 2020 of Rs 4,68,458 /- (Rupees Four Lakhs Sixty Eight Thousand Four Hundred And Fifty Eight Only) drawn in favor of Mr. Baidyanath Panda
7. The Complainant hereby declares, confirms and undertakes that upon the receipt of the said Settlement Amount as stipulated in paragraph 6 hereinabove, the Complainant agrees, undertakes and confirms not to adopt, initiate and/or instigate any civil, criminal or any proceeding of whatsoever nature including Criminal Complaint against the Respondent, in the present or the future, subject to the realization of the Settlement Amounts specified in paragraph 6 above.
8. The Complainant agrees, undertakes, and confirms that, except the said Settlement Amount as stipulated in paragraph 6 hereinabove, the Complainant shall not claim any other amount and / or interest thereon of whatsoever nature in present and future, including the claims made under the said Complaint before the Hon'ble MahaRERA, subject to the realization of the Settlement Amount specified in paragraph 6 above.
9. The Complainant being the signatory of this Settlement Letter, represents and covenants that she is entitled to sign and enter into this Settlement Letter. The Authorized Representative of the Respondent represents and covenants that he is entitled and has the authority to sign and enter into this Settlement Letter.
10. The Parties, independent to terms and conditions / aforesaid covenants, jointly and severally agree that the present Settlement Terms shall be treated as Confidential Document and contents herein to be treated absolutely, wholly and entirely as **"Confidential Information"**. The Parties declare, undertake and confirm to hold these Settlement Letter strictly confidential and not to use it for any purpose other than the contemplated purpose herein. The Parties further undertakes not to disclose any information, in part or whole, with respect to this Settlement Letter, to any other third parties, in and under any circumstances, whatsoever, unless compelled in law to do so.
11. The Complainant hereby declares, confirms and undertakes that the Complaint No. CC006000000023429 filed by them before Hon'ble Maharashtra Real Estate Regulatory Authority (MahaRERA) and all the grievances including all/any claims filed by you against Nirmal Developers and its Promoters / Representatives, is settled after receipt of the entire Settlement Amount.

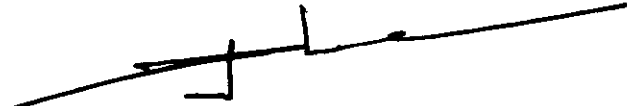


12. It is mutually agreed between the Parties that this Settlement Letter is only for the sole purpose of recording the understanding between the Parties and for filing before the Hon'ble MahaRERA /Court.


13. Mr. Baidyanath Panda / Mrs. Jagruti Panda hereby declares, agrees and confirms that said payments as stipulated in paragraph 6 after 1st payment is received and the balance payment will be received as per the given schedule.


Signed:

On behalf of Nirmal Lifestyle Ltd

Signature	:	
Signatory	:	Mr. Dharmesh Jain, Director
Place	:	Mumbai
Date	:	1 st January, 2020

I Agree and Confirm :

Signature	:	
Signatory	:	Mr. Baidyanath Panda, Complainant
Place	:	Mumbai
Date	:	January, 2020

Signature	:	
Signatory	:	Mrs. Jagruti Panda, Complainant
Place	:	Mumbai
Date	:	1 st January, 2020

Verified by:

Exhibit – A: Self-attested copy of PAN Card of Mr. Baidyanath Panda / Mrs. Jagruti Panda

