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**MAHARASHTRA REAL ESTATE APPELLATE TRIBUNAL**

**APPEAL NO. AT005000000010780**

M/s Runal Developers a proprietary concern of,  
Mr. Rajendra Suresh Jain.

... Appellant/s.

Vs.

Mr. Mallappa Gurrappa Birajdar,  
Marvel Sigma Homes Private Ltd

... Respondents.

**CORAM : SUMANT M. KOLHE, Member (J.)**

**DATE : FEBRUARY 26, 2019.**

**Appeal Under Section 44 of RERA ACT 2016.**

**ORDER**

1. Representative Mr. Dhanajay Chewale for the appellant is present. He produced authority letter. It is taken on record. Respondent Nos. 1 and 2 are present.
2. Both parties have filed Compromise purshis on record. Both parties have agreed that they have put their signatures on the compromise purshis . Contents of compromise purshis are read over to them. They admit the contents of compromise purshis as true and correct. Compromise purshis is also signed by advocate Shrinavas & Company for Appellant. Authorized representative of the appellant is personally knowing the respondent Nos. 1 and 2 and Respondent Nos. 1 and 2 are also personally knowing the authorized representative of the appellant. So, parties present before me have given their respective identification. Since, signatures and contents of compromise purshis are admitted to be true and correct I proceed to record the compromise purshis.
3. Appellant has hand over two cheques to the Respondents and

xerox copies of those two cheques are taken on record.

4. In view of compromise purshis dated 26.02.2019 filed by both the parties and in view of presence of both the parties before me and in view of verification of their signatures and contents of compromise purshis which I read in their presence, I proceed to pass the following order.

**ORDER**

- i) Appeal No. 10780 stands disposed off in terms of compromise purshis dated 26.02.2019.
- ii) Compromise purshis date 26.02.2019 shall be part and parcel of this order.
- iii) No order as to costs.

26-2-2019

*MS 26-2*  
(SUMANT M. KOLHE)  
JUDICIAL MEMBER,  
Maharashtra Real Estate  
Appellate Tribunal,(MahaRERA)  
Mumbai.

IN THE HON'BLE MAHARASHTRA REAL ESTATE  
APPELLATE TRIBUNAL MUMBAI AT MUMBAI

APPEAL NO. AT005000000010780/2018

M/s Runal Developers

.....Appellant

Versus

Mr. Mallappa Gurrappa Birajdar & Others

.....Respondents

**Compromise Pursis on behalf of the Present Appellant &  
Respondent No.1 & 2 is as under that:**

Appellant and respondent No.1 and 2 have arrived at a settlement whereby the appellant has agreed to pay an amount of Rs.30,09,056/- without interest accrued thereon [excluding the amount of stamp Duty and registration charges of Rs. 6,92,700/-] in satisfaction of the all the dues of the order dated 21/08/2018 read with rectified order dated 05/09/2018 passed by the Hon'ble Adjudicating Officer, MahaRERA Pune in complaint bearing No. CC005000000010 957/2018 filed by the Respondent No. 1 and 2 as under:

A] Rs.12,18,668/- paid to Mr. Mallappa G. Birajdar vide cheque bearing No.000276 dated 26.02.2019 drawn on Kotak Mahindra Bank Branch at Kondhwa, Pune.

*Both parties are present. Order regarding signature & contents of separate part by carrying out verification*

*Read & recorded*

*V/S 26/2/19*

*M/S.*

- B] Rs.2,85,860/- paid to Mr. Mallappa G. Birajdar vide cheque bearing No. **000277** dated 26.02.2019 drawn on Kotak Mahindra Bank Branch at Kondhwa, Pune.
- C] Balance amount of Rs.15,04,528/- will be paid by the Appellant to the Respondent No. 1 and 2 on the execution of Deed of Cancellation of subject matter of flat.
- D] As regards the excluded amount of Rs. 6,92,700/- in respect of stamp Duty and registration charges, the Respondent Nos.1 & 2 will be directly applying the same from the respective authorities.

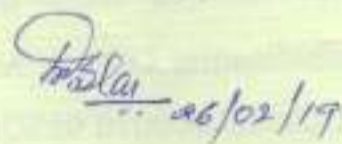
Date: 26.02.2019

Place: Pune



Signature of Appellant Advocate

Mallappa G. Birajdar  
Ujjwal M. Birajdar



U. M. Birajdar 26/2/19

Signature of Respondent Advocate