

**MAHARASHTRA REAL ESTATE APPELLATE  
TRIBUNAL UNDER RERA ACT**

**(9)**

**No.AT00600000010880**

**Mrs. Hemlata Tavade & 29 Ors.**

**.. Appellant/s**

**V/s.**

**Shree Samruddhi**

**Developers & 4 Ors.**

**..Respondent/s**

CORAM :Hon'ble Shri K. U. CHANDIWAL, J.  
President, Maharashtra Revenue Tribunal,  
Mumbai

& I/c. Maharashtra Real Estate Appellate Tribunal  
under Maharashtra RERA Act  
DATED:-19<sup>th</sup> December, 2018.

**:- ORDER :-**

Called out at 3.50 P.M.

Shri Ramesh Prabhu for Allottee /Appellant.

Adv. Hemant Mehta for Respondent no.4.

Adv. Vidhi Patel for Respondent for Respondent nos.1 to 3. She has filed Vakalatnama for Respondent no. 3.

The Allottees - 30 in number are present, identified by the Ld. C.A. for them in the appeal.

Shri Mehta has no contest for identity of the Allottees. Allottees have alongwith consent terms tendered their identify proof.

Consent Terms presented by the parties are signed by them and counter-signed by Advocates. The consent terms are annexed with Floor Plan indicating area, Flat No., Floor of the Allottee, as part of Consent Terms.



Each of the Allottee has agreed to pay additional consideration as mentioned in clause no.(8) of the individual consent terms and confirmed the same. The Respondent nos. 1 and 4 agree that the amenities shall be provided in the entire Sale Building and in all the flats therein including new flats allotted to the Allottees. The Respondent nos.1 and 4 have agreed that the Allottees shall be entitled to sell, transfer and assign allotment of the new flat to any party or person without accountability for the same to Respondent no.1 and/or Respondent no. 4. The Allottees shall not be liable to pay any transfer charges or any other amount in that regard to Respondent nos. 1 and 4. The Respondent nos.1 and 4 confirm that there will not be further escalation or increase in cost or new flat, payable by the Allottees / Appellant under any circumstances or under any pretext. The Respondent nos. 1 and 4 agree and assure that they will not demand any escalation, increase in the cost of the new flat per sq. ft.

The Respondent No.4 agree and confirm that the construction of the building subject of appeal shall be completed within three years from date of Commencement Certificate for the plinth. There shall be a grace period of six months for compliance of the obligation.

The Allottees have agreed and undertake to pay GST and all other taxes that may be payable in respect of the transaction of sale of new flat by Respondent no.1. The Allottees agree to release payments as indicated in clause no. (19) of the consent terms.

The arrangement concerning allotment of any parking area or space in the podium or any other place shall be as per clause (11) of the Agreement.



The consent terms are taken on record. In the light thereof, the appeal between the Appellant and Respondent nos. 1 to 4 is disposed off.

The parties withdraw all allegations made against each other.

No costs.



Place: Mumbai

(K. U. CHANDIWAL, J.)

Dated: 19<sup>th</sup> December, 2018 President,

Maharashtra Revenue Tribunal,

Mumbai

& I/c. Maharashtra Real Estate  
Appellate Tribunal, (MahaRERA),

Mumbai