

PROCEEDINGS OF THE DAY		20
Day and Date	Friday and 17.07.2026	
Complaint No.	CR/2414/2025 Case titled as Manoj Kumar and Deep Kumar VS Landmark Apartments Private Limited	
Complainant	Manoj Kumar and Deep Kumar	
Represented through	Shri Nipun Rao Advocate	
Respondent	Landmark Apartments Private Limited	
Respondent Represented	Shri Amarjeet Kumar Advocate	
Last date of hearing	08.05.2026	
Proceeding Recorded by	Naresh Kumari and HR Mehta	
Proceedings-cum-order		
The present complaint has been filed on 21.05.2025 and reply on behalf of respondent was received on 21.11.2025. The counsel for the complainant's states that the complainants are seeking directions to the respondent to execute conveyance deed, handover the possession and to give the rent obtained by the respondent from the said unit so far and to pay assured return. The counsel for the respondent states that as per the Memorandum of Settlement dated 04.02.2023 executed between the parties, it is agreed that the respondent has discharged its liabilities in respect of clause 6 of the MoU dated 20.11.2010 and it is a full and final settlement. Accordingly, in terms of the memorandum of settlement dated 04.02.2023 duly executed between the parties, the present complaint may be dismissed as agreed in Clause 6 and 9 by the complainants that no liability may arise against first party i.e., promoter after executing the said memorandum of settlement. Arguments heard.		

Relevant clauses of the memorandum of settlement dated 04.02.2023 are reproduced hereinbelow for ready reference: -

4. That the First Party will execute Builder Buyer Agreement in respect of the allotted unit with the Second Party after execution of this Memorandum of Settlement.

5. That as such the complete assured return as promised under the MOU dated 20th November 2010 has been paid by the First Party to the Second Party in toto. That the Second Party acknowledges that the First party has duly discharged its liability in respect of Clause No. 4 of the said MOU and the same from now on will be inoperative to the extent of that the same may be treated as deleted from the executed documents.

6. That the Second Party hereby agrees that no liabilities whatsoever may arise against First Party after executing the present MOS.

7. That Second party warrants that after adjusting the pending assured return nothing is left due towards the First Party against the said booking/MOU and now the Second Party has no grievance against the First Party. This is full and final settlement in toto.

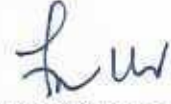
8. That the Second Party/his associates/his successors/his nominees/his assigns upon getting adjustment of pending assured return, shall not file any litigation, proceedings or complaints in respect of the aforesaid allotment/project and transaction against the First Party.

9. All the documents i.e. MOU, Original Allotment Letter, Receipts of Payment and any other Documents got executed in consequences of said transactions will be handed over to the First Party at the time of signing of this MOS as all these documents cease to operate and will become null and void and have no force at all after execution of the present MOS.

After considering the facts and circumstances of the present case, the Authority observes that a memorandum of settlement dated 04.02.2023 has been executed between the parties. As per the clause 9 of the said MoS, all the documents executed between the parties in consequences of said transactions stands null and void. Accordingly, the parties shall comply with the terms and conditions as mentioned in MoS dated 04.02.2023. In case of any

future non-compliance of the said memorandum of settlement dated 04.02.2023, the parties are at liberty to approach the competent forum for execution of the terms of the said MoS dated 04.02.2023.

Matter stands disposed of. File be consigned to the registry.



Arun Kumar
Chairman
17.07.2026