

BEFORE THE KARNATAKA REAL ESTATE APPELLATE TRIBUNAL AT
BENGALURU

K-REAT No. 366 / 2020

BETWEEN:

M.Ramu

....APPELLANT

AND:

The Adjudicating Officer
& Others
Sri.G.S.Rajeshwar Sharma

....RESPONDENTS
....RESPONDENT No.02

JOINT MEMO

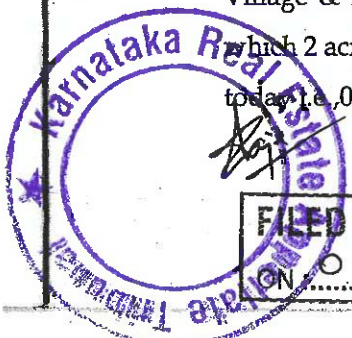
The appellant and the respondent 2 in the above case submit as follows: -

1. The appellant and the respondent submit that the matter in dispute is amicably settled between the parties at the intervention of the well wishers and also at the intervention of this Hon'ble Appellate Tribunal.
2. The appellant and the respondent 2 have agreed to withdraw the allegations and the counter allegations made by both of them before the 1st respondent Adjudicating Officer and also before this Hon'ble Tribunal.
3. The respondent no.2 however has agreed to purchase the apartment as it was agreed to be purchased by him as per the Memorandum of Agreement of Sale dated 23.12.2014 and the appellant has agreed to convey the same. However, the appellant also submits that he has got no objection if the Respondent No.02 identifies/nominates any third party/parties to purchase Flat No.2036 in Roshan Gardenia Apartment in place of Respondent No.02. and the Appellant shall execute necessary in this regard.
4. The respondent 2 submit that he has agreed to purchase the residential apartment bearing No.2036 in the Project of the appellant called Roshan Gardenia Apartment formed and developed in the converted landed property bearing No.1373, Sy. No.95/2 and 95/3 situated at Uttarahalli Village & Hobli, Bengaluru South Taluk measuring 3 acres 1 gunta out of

which 2 acres 36 guntas is the project site within a period of four months from today i.e., 04.01.2021. Either in his name or his nominee name. *Card Raji*

FILED IN THE COURT

ON 04.01.2021



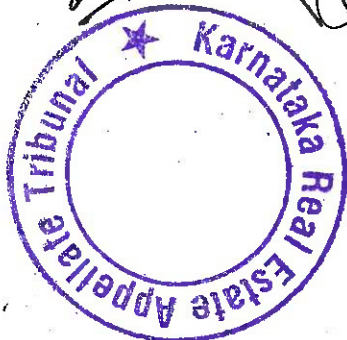
5. The respondent 2 submit that the balance payable to the appellant to get the sale deed registered is in all a sum of Rs.22,17,440/-. The respondent 2 undertakes to pay the appellant, Rs.22,17,440/-, details of which are given in para No. 6, to the appellant on or before the expiry of five months,(i.e.,03.06.2021) and a grace period of one month,(i.e.,03.07.2021) from the date of this compromise and get the sale deed registered in respect of the aforesaid apartment in the project of the appellant.

6. The breakup of the payments as is given hereunder: -

1) Total consideration as per agreement	Rs.72,31,250/-
2) Less balance already paid to appellant	Rs.55,00,000/-
3) Less Electrical works already executed by	
Respondent - 2 Appellant in the Apartment	Rs. 45,000/-
4) Balance sale consideration to be paid to Appellant	Rs.16,86,250/-
5) Add 7% GST on total consideration	Rs. 5,06,190/-
6) Add Maintenance fees till date of registration	Rs. 25,000/-
Total payable at the time of Registration	<u>Rs.22,17,440/-</u>

7. The appellant and the respondent No.2 submit that if the respondent No.2 were to commit default in getting the sale deed registered in spite of the appellant being ready, the appellant is entitled to deduct 18% from the amount paid by the 2nd respondent that is in a sum of Rs.55,00,000/- and the balance amount of Rs.45,10,000/- has to be refunded on or before 03.07.2021 in case if the appellant does not pay the balance amount as on 03.07.2021 the respondent No.2 is entitled to be paid the said sum with an interest of 18% p.a., commencing from 04.07.2021.

8. The appellant and the respondent No.2 submit that if the appellant were to commit default in executing the sale deed inspite of the 2nd respondent being ready the appellant has to refund all the deposits made by the respondent No.2 which is equivalent to a sum of Rs.55,00,000/- together with interest at 18% per annum commencing from 04.07.2021 until realization of the entire amount.



9. The Respondent No.02 or his nominee/assignee shall pay to the Appellant alteration charges in a sum of Rs.1,57,150/- before registration of Sale Deed in respect of Apartment No.2036

10. The appellant and the respondent No.2 submit that the 2nd respondent undertakes to take delivery of the apartment in ^{Habitable} ~~as is where is~~ condition at the time of getting the sale deed registered and however the appellant assures that the appellant has already completed all the works towards completion of the apartment structure including the internal works and as such no work is required to be done in the apartment. The 2nd respondent has also agreed to take delivery of the apartment together with the amenities and the facilities that are available at the time of getting the sale deed registered.

11. The appellant submits that however the appellant as a good gesture to adhere to terms and conditions stipulated under the Memorandum of Agreement of Sale, has agreed to get the apartment painted at the time of registration of the sale deed and also get all the plumbing fittings and other minor repairs to be effected in the apartment at the time of registration of the sale deed and handing over possession of the apartment.

12. The appellant also agrees that from day of this agreement he shall allow prospective tenants/lessers/buyers to inspect the property so that the Respondent No.2 can rent/lease/sell it out at the earliest within the above said period.

13. The appellant further agrees that the appellant shall complete all the pending works of the Flat No.2036 of Roshan Gardenia Apartment and execute the absolute sale deed in favour of Respondent No.2 or his nominees along with Commencement Certificate and Occupancy Certificate of the building without any further claims/charges whatsoever. The respondent No.2 or his nominees shall bear the cost of stamp duty, registration fee etc., deducting the applicable TDS of 0.75% or whatever applicable at the time of registration of sale deed on or before six months from the date of the order of settlement herein.

14. Except the payment of Rs.22,17,440/- (which includes the balance sale consideration, GST ,maintenance fee, etc.) the appellant has no claim against the respondent No.2 or against the sale of Flat No.2036 and the respondent



no.02 has the liberty to retain or sell the said flat to any other third party/nominee within the above said period and the appellant has agreed to execute any document for it like the assignment deed, tripartite agreement as required without demanding any additional charges.

15. As there needs to be carried out electrical and other works in the said Apartment by the Respondent No.02, the Appellant agrees from this day(04.01.2021) that the Appellant shall allow person/s, labour/s, etc., designated by the Respondent No.02 such as electrician, plumber, interior decorator, etc., to carry out the said works without demanding any extra charges to carry out the said works.

16. The appellant also submits that other than the amounts mentioned above, totalling to Rs.22,17,440/- (inclusive of balance sale consideration, GST and maintenance fees) no other amounts are due from the Respondent No.2 as on this day of agreement. The appellant also submits that he has no other claims whatsoever against the Respondent No.2.

17. The respondent No.2 submit that however he has no claims whatsoever against the appellant and all such claims if any are given up and apart from the liability to pay the aforesaid sum of Rs.22,17,440/- (which is inclusive of balance sale consideration, GST and maintenance fees, etc.,) to the appellant, there are no other payables made to the appellant.

18. The appellant and the respondent 2 submit that in case if any disputes were to arise between the parties arising out of the terms and conditions of the aforesaid settlement including any act of default, the parties are at liberty to seek redressal of their grievance before the appropriate Authority in accordance with the law.

19. The appellant and respondent No.2 submit that they have entered into this compromise upon their own volition, free will and consent and that there is no threat, coercion or undue influence or misrepresentation by any of the parties upon the other party.

20. The appellant and respondent No.2 submit that they have no any other claims whatsoever against each other.



Wherefore under the circumstances, the appellant and the respondent 2 pray that this Hon'ble Tribunal be pleased to dispose off the above appeal in terms of the aforesaid joint memo, in the interest of justice and equity.

ADVOCATE FOR APPELLANT



APPELLANT

RESPONDENT 2

Verification

We, the appellant and respondent 2 above named do hereby declare that what is stated above at paragraphs 1 to 20 are true and correct to the best of our knowledge, belief and information. 20



APPELLANT

RESPONDENT 2

Place: Bangalore

Date: 04.01.2021



BEFORE THE KARNATAKA REAL ESTATE APPELLATE TRIBUNAL AT
BENGALURU

K-REAT No. 366 / 2020

BETWEEN:

M.Ramu

....APPELLANT

AND:

The Adjudicating Officer

& Others

....RESPONDENTS

JOINT AFFIDAVIT OF APPELLANT & RESPONDENT No. 2

We, M.Ramu, S/o. Late. N. Muniswamy, Aged about 53 years, R/at Roshan Gardenia Apartment, No.1373, 95-2/95-3, Uttarahalli Village and Hobli, Bangalore : 560 061, and Sri. S. Rajeshwar Sharma W/o N. Shamanna, aged about 54 years, No.32/42, 2nd Floor, 17th Cross, Padmanaba Nagar, Bengaluru-560 070, do hereby solemnly affirm and state on oath as follows:

Ramu
Rajesh **Q.1.** We submit that we are the Appellant and respondents 2 and 3 in the above case and we are acquainted with the facts of the case and hence swearing to this affidavit.

Rajesh
Ramu
Rajesh **Q.2.** We submit that today we have submitted a Joint Memo in order to settle the matter amicably between us and the contents of the said Joint Memo at paras-1 to ~~15~~ are true and correct to the best of our knowledge, belief and information.

Rajesh
Ramu **Q.3.** We submit that the aforesaid compromise by way of a Joint Memo is entered into amongst us upon our volition, free will and consent and there is no threat, coercion or undue influence or misrepresentation by any of the parties and the other.

VERIFICATION:

We, M. Ramu, and Sri. S. Rajeshwar Sharma, the Appellant, Respondent 2, do hereby declare and verify that the statement made herein above in paras No.1 to 3 are true to the best of my knowledge, belief and information and this is my name and signature.

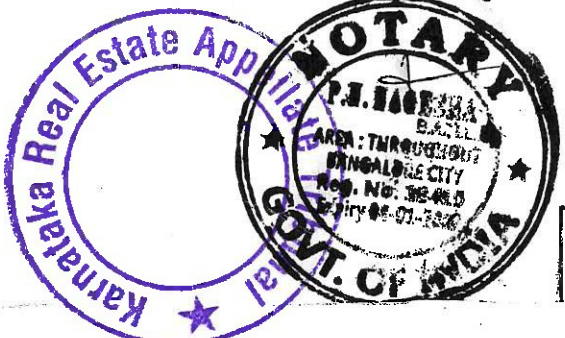
IDENTIFIED BY ME

Ramu
Rajesh
ADVOCATE
BANGALORE
DATE: 04.01.2021.
No. of Corrections:

Ramu
APPELLANT
Rajesh
RESPONDENT = 2
Four

Ramu
DEPONENTS
SWORN TO BEFORE ME
SWORN TO BEFORE ME
P. S. Rajesh
P.N. NAGESHA
B.A., LL.B.
ADVOCATE & NOTARY
GOVT. OF INDIA
Reg. No. 12418
Expiry Dt : 04-01-2023
10/5, 1st Floor, 8th Cross,
Vittal Nagara, GEP Post,
#70018 Road, Bangalore-560025

TRUE COPY



FILED IN THE COURT
ON: 04.01.2021

Ramu
SECTION OFFICER
KARNATAKA REAL ESTATE
APPELLATE TRIBUNAL
BENGALURU-560 027
04/01/2021