



ಕರ್ನಾಟಕ ರಿಯಲ್ ಎಸ್ಟೇಟ್ ನಿಯಂತ್ರಣ ಪ್ರಾಧಿಕಾರ

ಕಡತ ಸಂಖ್ಯೆ Comp.No: 9104

ಪುಟ ಸಂಖ್ಯೆ - 01 -

ವಿಷಯ Gururaj

Parkwest Maple Tower - 4

ಕಂಡಿಕೆ
ಸಂಖ್ಯೆ

ಟಿಪ್ಪಣಿ ಮತ್ತು ಆದೇಶಗಳು

12.03.2022


In view of the judgment dated:11.11.2021 passed by the Hon'ble Supreme Court of India, in Civil Appeal Nos. 6745-6749 of 2021, in the case of M/s Newtech Promoters and Developers Pvt. Ltd., Vs State of UP & ORS.ETC., With Civil Appeal Nos. 6750/21, 6751/21, 6752/21, 6753/21, 6754/21, 6755/21, 6756/21 and 6757/21, also in view of note dated:23.11.2021 of the Hon'ble K-RERA Authority, this complaint is forwarded to the Hon'ble Karnataka Real Estate Regulatory Authority for further action in the matter.


Adjudicating Officer-1
RERA

Hon'ble Chairman)

Date: 12.03.2022

As per the oral request of the complainant and respondent, the matter is referred before the Lok Adalat.


Legal consultant

**BEFORE LOK-ADALAT IN THE KARNATAKA REAL
ESTATE REGULATORY AUTHORITY, AT BENGALURU**

COMPLAINT NO: CMP/220310/0009104

Complainants : Mr. Gururaj and another

-Vs-

Respondent : M/s. Relationship Properties Private Limited.
Parkwest – Maple – Tower 4- B wing

JOINT MEMO

The complainants and the respondent through its Advocate, in the above complaint jointly submit as under:

1. The complainants/allottees and the respondent/promoter after due deliberation have got their dispute pertaining to the subject matter of the complaint settled amicably before the Lok Adalat in terms of the settlement agreement enclosed herewith.
2. In view of the same, they jointly request this Lok Adalat to dispose of the complaint as amicably settled before the Lok Adalat.
3. Both parties to the proceedings have no claim whatsoever against each other in respect of the subject matter of the above complaint. If there is any claim by either of the parties to this complaint against the other before any forum or Court relating to the subject matter of the above complaint, they have agreed that the same be disposed off as settled by either party filing an appropriate memo in such cases.
4. Parties further request that this settlement be recorded in the Bruhath National Lok Adalat scheduled held today.

Bengaluru

Ashwini.Y.M
Complainants/allottees

Date:12.03.2022

S. H. A. K. H. KAR:1052/2016
Advocate for Respondent-Promoter

For RELATIONSHIP PROPERTIES PVT.LTD.,
Authorized Signatories

SETTLEMENT AGREEMENT

Unit No. Maple – B2001 | PARKWEST - MAPLE - TOWER 4 - B WING

This Settlement Agreement (hereinafter referred to as the "**Settlement**") is made and executed on this the 12th day of March, Two Thousand and Twenty-Two (12.03.2022) at Bengaluru, Karnataka and is made in relation to Unit No. B2001 in the Project, PARKWEST - MAPLE - TOWER 4 – B WING.

By and between

1. **ETA Star Infopark**, a partnership firm registered under the Indian Partnership Act, 1932 (Central Act 9 of 1932), having its principal place of business at 501 & 502, 5th floor, Front Wing, North Block, Manipal Centre, 120, Dickenson Road, Bengaluru – 560042, (PAN – AACFE6010C) through its duly constituted attorney, Relationship Properties Private Limited, represented by its authorised signatory Mr. C.B.Anand Rao, herein after referred to as the "**Vendor No.1**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest, executors, administrators and permitted assignees including those of the respective partners).
2. **ETA Karnataka Estates Limited**, (CIN No. U18101TN1996PLC036220), a company incorporated under the provisions of Companies Act, 1956 and having its registered office at Fourth Floor, "Chennai Citi Centre", #10 & 11 Dr. Radhakrishnan Salai, Mylapore, Chennai 600004 and one of its place of business at 501 and 502, 5th Floor, Front wing, North Block, Manipal Centre, 120 Dickeson Road, Bengaluru – 560042 (PAN No. AACCB0947J), represented by its authorised signatory Mr. C.B.Anand Rao (hereinafter referred to as "**Vendor No.2**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest, executors, administrators and permitted assignees).

Hereinafter Vendor No.1 and Vendor No. 2 collectively referred to as "Vendors" or "Landowners" unless specified separately.

3. **ETA Construction (India) Limited**, (CIN No. U85110TN1995PLC064362), a company incorporated under the provisions of the Companies Act, 1956, having registered office at Fourth Floor, 'Chennai Citi Centre', 10 & 11 Dr.Radhakrishnan Salai,

Ashwini. Y. M

For RELATIONSHIP PROPERTIES PVT.LTD.,

Authorised Signatories

Sanjay A. M
Adv. for Respondent

Mylapore, Chennai 600004 and one its place of business at 501 & 502, 5th Floor, Front Wing, North Block, Manipal Centre, 120, Dickenson Road, Bengaluru-560042 (PAN-AACCB6917J) represented by its authorised signatory Mr. C.B.Anand Rao (herein after referred to as "Confirming party" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest, executors, administrators and permitted assignees).

AND

Relationship Properties Private Limited (CIN No. U45200MH2008PTC178830), a company incorporated under the provisions of the companies Act 1956, having its registered office at 70, Nagindas Master Road, Fort Mumbai – 400023 and its operational corporate office at No. 1/1, Binnypet, Hoskore Road, Bengaluru – 560023 (PAN No. ACRPN6638A), represented by its authorised signatory Mr. C.B.Anand Rao, herein after referred to as the "Developer"/"Promoter" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest, executors, administrators and permitted assignees).

(The vendors and the Developer are collectively referred to as the First Party and individually vendors and Developer as the case may be)

AND

1. Mr. GURURAJ

S/o Mr. Laxmayya,
Aged about 39 years,
(PAN NO. AGHPG2945F)

2. MS. ASHWINI Y M

W/o. Gururaj,
Aged about 34 years,
(PAN NO. BVWPA2774H)

Both are residing at No.10, Dattakrupa Apartments,
Flat S2, 8th Cross, 5th Main, Malleshwaram
Bengaluru – 560003.
Karnataka, India.

For **RELATIONSHIP PROPERTIES PVT.LTD.**,

Authorised Signatories

(Hereinafter referred to as the "Purchasers"/Allottees)

Ashwini. Y.M
Gururaj

Sujatha. H.V
Adv. for Respondent
KAR:1052/2016

(The Vendors, Developers and the Purchasers are collectively refer to as the "Parties" and individually refer to as the Vendors, Developers and Purchasers or "Party", as the case may be).

WHEREAS:

1. The Purchasers are allottees of Unit No. Maple – B2001, (hereinafter referred to as the "said Unit") in PARKWEST - MAPLE - TOWER 4 - B WING (hereinafter referred to as the "Project"), being a residential project of the Developer.
2. That a dispute arose between the parties in relation to date of handover of possession of the said Unit in accordance with the Agreement for Sale i.e., dated 10.10.2016 ("said Agreement").
3. That the Purchasers made the Complaint bearing no. CMP/220310/0009104 before the Real Estate Regulatory Authority, Karnataka against the Company.
4. Subsequently, both Parties have now mutually come to the settlement as recorded in this Settlement Agreement, subject to the terms and conditions hereinafter appearing.

Now in lieu of the mutual covenants, undertakings, representations and warranties as are contained herein this Agreement witnesseth as follows:

1.

Terms of the Settlement

1. The promoter hereby agrees to pay the delayed interest at the rate of 8.65% per annum from 01/07/2020 till 30/09/2022 and the promoter further agrees to adjust the said accrued interest in the final demand note which will be raised by the promoter under and pursuant to the said Agreement.
2. If the promoter further fails to offer possession on or before 30/09/2022, then the promoter hereby agrees to pay increased delayed compensation at the rate of 10.65% per annum from 01/10/2022 till the actual date of offer of possession or 31/03/2023, whichever is earlier, and the promoter further agrees to adjust the said accrued interest in the final demand note which will be raised by the promoter under and pursuant to the said Agreement.

For RELATIONSHIP PROPERTIES PVT.LTD.

Authorised Signatories

Ashwini Y.M

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Sujatha. H
Adv. for Respondent
KAR 1052/2016

3. If the promoter fails to offer possession on or before 31/03/2023, then the promoter shall continue to pay delayed interest at the rate of 10.65% till the actual date of offer of possession or 31/12/2023, whichever is earlier to the Purchasers and agrees to pay Rs. 10,000/- per month (Rupees Ten Thousand only) as a pre-agreed liquidated amount after having deducted the same from the said interest of 10.65% per annum under clause 2 above and the remaining accrued interest will be adjusted by the Promoter in the final Demand which will be raised by the Promoter under and pursuant to the said Agreement.
4. If the promoter fails to offer possession even after 31/12/2023, the Allottees shall have the right to exit from the project by terminating the said Agreement and the Promoter hereby agrees to return the entire amount received from the Allottees along with the interest at SBI MCLR +2% provided that GST refund shall be given to the Purchasers only once the Developer receives the GST refund from the authority.
5. Both the parties hereby agree that period of 9 months extension availed by the Promoter under Covid-19 as force majeure condition shall be excluded for the purposes of computation and applicability of any interest as mentioned herein.
6. Both the parties are hereby agreed that the interest offered as above shall cease to apply on the day of intimation of offer of possession by the Promoter with the procurement of Occupancy Certificate.
7. That the Parties, out of their own free will, have amicably settled all their claims in respect of the Unit without any pressure, force, coercion or undue influence and have accepted the settlement agreement and further the parties agree that, out of their own free will, have accepted the Settlement Agreement as fair, just, equitable and correct.
8. Towards an amicable settlement, The Purchasers herein hereby agree to withdraw any and all complaints including the Complaint filed before the RERA Authority with 7 days of execution of this Agreement due to the settlement arrived at as detailed herein.
9. The Parties acknowledge the adequacy and fairness of the settlement. The Purchaser/Allottee agrees that the above understanding constitutes final and conclusive settlement of all their claims against the Company pertaining to the said Unit and/ or its Chairman and any of directors, employees, authorised representatives etc. with respect to the said Unit and undertakes not to make any claim(s) relating to the subject matter hereof in the future, on any ground.

For RELATIONSHIP PROPERTIES PVT.LTD.,

Authorised Signatories

Ashwini. Y. M

Sanjiv A. K. 11-4
Adv. for Respondent
KAR: 1052/2016

10. The Purchaser/Allottee acknowledges the adequacy and fairness of the settlement agreed herein and after execution hereof, the Purchaser, in consideration of the terms hereof, shall not file initiate any complaint/ legal proceeding before any court/ tribunal or authority and shall not pursue any legal remedies or claim any damages against Company in respect of the Said Unit and/ or the subject matter of this Settlement Agreement. It is agreed that, apart from right of enforcement as cited hereinabove, the Purchasers shall not challenge this settlement agreement or claim further amount other than what is agreed hereto.
11. That the Purchaser/Allottee shall keep the terms of the present Settlement Agreement confidential and shall not, without the prior written consent of the Company, disclose or divulge any information relating to this Settlement Agreement to a third party except in accordance with law. The obligation of confidentiality and non-disclosure hereof shall survive in perpetuity.
12. The Purchasers/Allottees hereby agree and undertake to sign such forms and documents as may be required by the Promoter to seek extension of RERA completion period for the Project till 31st December, 2023, which consent is hereby specifically granted by the Purchasers/Allottees.

2.

Other Terms

1. This agreement is being signed for good and valuable consideration, out of their own free will and volition and the Allottee confirms that the present Agreement is not being executed under any force, coercion or undue influence from any person whosoever.
2. The Parties also declare and confirm that each party has the full legal power, competence and lawful authority to enter into, execute and deliver this Agreement and to perform the transactions contemplated under this Agreement.

IN WITNESS WHEREOF, the parties hereto have signed and executed these presents on the day, month and year first above written at Bangalore.

Complainants
Respondent

① Ashwini. Y. M

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For RELATIONSHIP PROPERTIES PVT.LTD.,
Respondent
Authorized Signatories

Sajith K. H
Advocate for Respondent
DAR: 1052/2016