

KARNATAKA STATE LEGAL SERVICES AUTHORITY**BEFORE THE LOK ADALAT****IN THE KARNATAKA REAL ESTATE APPELLATE TRIBUNAL
BENGALURU****DATED THIS THE 12TH DAY OF MARCH, 2022****:CONCILIATORS PRESENT:****HON'BLE SRI JUSTICE B. SREENIVASE GOWDA
AND****SRI PRASHANTH MIRLE.V, CONCILIATOR****APPEAL (K-REAT) NO. 277/2020****Between:**

M/s Shrivision Towers Private Limited,
No. 192, 2nd Main, T. Chowdaiah Road,
Sadashivanagar,
Bengaluru – 560 080

:APPELLANT

(By M/s JSM Law Partners, Advocate)

And:

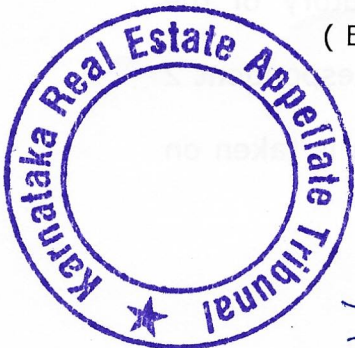
1. The Karnataka Real Estate Regulatory Authority,
2nd Floor, Silver Jubilee Block,
Unity Building, CSI Compound,
Bengaluru – 560 027
Represented by its Secretary

2. Manoj kumar Giri
No. 38, 3rd Cross, Lakshmipura Layout,
Devsandra KR Puram,
Bengaluru – 560 036

:RESPONDENTS

(R1- RERA, served, unrepresented)

(By Sri Rajkumar, Advocate for M/s Josita Juris for R2)



RERA
4603



The appellant has filed the above appeal under Section 44 (1) of the Real Estate (Regulation and Development) Act, 2016, praying to set aside the impugned order dated 06.12.2019 passed by the learned Adjudicating Officer, RERA, Bengaluru in CMP/190829/0004059.

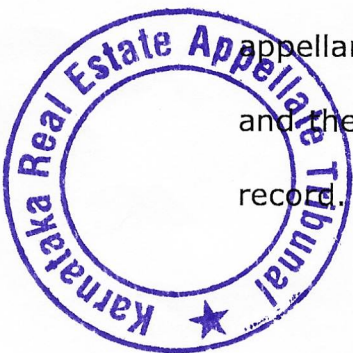
This appeal coming on for recording settlement before National Lok Adalat, this day, the following conciliation order is passed:

CONCILIATION ORDER

The learned counsel appearing for the appellant, Authorised Signatory , learned counsel for R2 and Respondent No. 2 are present.

2. After due discussions and deliberations, the matter is settled. The appellant-promoter has agreed to pay and respondents 2 - allottees has agreed to receive a sum of Rs.3,00,000/- (Rupees Three lakhs only) towards delay compensation, which will be adjusted towards the balance dues payable by Respondents 2 towards their Apartment E-1408 in the project known as "Shriram Greenfield- I" as per the table mentioned in the Joint Memo, in full and final settlement of the claim made in complaint and this appeal. Respondent-2 has no objection for release of the amount deposited by the appellant with this Tribunal while preferring the appeal in favour of the appellant.

3. A Joint Memo signed by the authorized signatory of the appellant, learned counsel for the appellant/promoter, Respondent 2 and the learned counsel for Respondents 2 is filed which is taken on record.



4. Parties to the proceedings have agreed that they have no claim whatsoever against each other in respect of the subject matter of the above complaint and appeal.

5. The Registry of this Tribunal is hereby directed to return the amount deposited by the appellant with this Tribunal while preferring the appeal in part compliance of proviso to Section 43(5) of the RERA Act, along with interest if any accrued thereon by issuing a cheque/Banker's cheque/D.D in the name of the appellant company and shall hand over the same to the Authorized signatory of the appellant, who has signed the Joint memo after following due procedure required for the same.


6. This appeal stands disposed of in terms of the Joint Memo. Joint Memo signed by both the parties and their Advocates is treated as part and parcel of this order.



Sd/-
HON'BLE CHAIRMAN

Sd/-
ADVOCATE - CONCILIATOR

"TRUE COPY"


SECTION OFFICER
KARNATAKA REAL ESTATE
APPELLATE TRIBUNAL
BENGALURU - 560 027



11/3/2022

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**BEFORE THE KARNATAKA REAL ESTATE APPELLATE TRIBUNAL
BENGALURU**

Appeal No. 277 /2020

BETWEEN:

Shrivision Towers Pvt Ltd

.... Appellant

AND:

1. Adjudicating Officer, Karnataka Real Estate Regulatory Authority.
2. Manoj Kumar Giri

.... Respondents

JOINT MEMO FILED BY THE APPELLANT AND RESPONDENT NO. 2

The Appellant and Respondent No. 2 most respectfully submit as follows:

1. The Appellant has filed present appeal challenging the impugned order passed by the 1st Respondent dated 06.12.2019 in CMP/190829/0004059 wherein the learned Adjudication Officer, Real Estate Regulatory Authority has directed the Appellant to pay delay compensation and cost of the case.
2. That during the pendency of the Appeal and after due discussions between the Appellant and Respondent No. 2 along with their counsels have amicably resolved to settle the matter amongst themselves and thereby resolved to solve the dispute. The Appellant and Respondent No. 2 have agreed as under and have decided to file the present joint settlement memo and settle the case in accordance with the same.
3. The Appellant and Respondent No. 2 have agreed to resolve all their disputes based on the following terms and conditions that have been mutually decided upon by them:-
 - a. That the Appellant has agreed to pay the delay compensation of the total award amount on the amount rendered by the Respondent No. 1 towards the Appellant Project, as ordered by the Adjudicating officer Real Estate Regulatory Authority, Bangalore which arrived at a sum of **Rs. 3,00,000/- (Rupees Three lakhs only)**.
 - b. The Appellant has agreed that the aforesaid sum of **Rs. 3,00,000/- (Rupees Three lakhs only)** will be adjusted towards the balance dues payable by the Respondent No.2 towards their Apartment E-1408 in Appellant's project known as Project Shriram Greenfield -1.

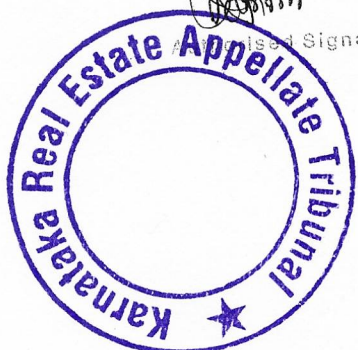
For Shrivision Towers Pvt. Ltd.

[Signature]
Authorized Signatory

[Signature]
[MD RASKUMAR]
ADV FOR R-2

[Signature]
Manoj Kumar Giri

[Signature]



- c. The Appellant and Respondent No. 2 agreed to adjust the compensation of Rs 3,00,000/- as detailed in the table below:-

1	Total Delay Compensation agreed between the Appellant and Respondent No. 2	Rs. 3,00,000/-
2	Delay Compensation Amount already collected by Respondent No. 2 from the Hon'ble Tribunal.	Rs. 2,51,114/-
3	Balance delay compensation payable by the Appellant.	Rs. 48,886/-
4	Dues payable towards the Apartment from Respondent No. 2 in terms of the Agreement to sell and Construction Agreement both dated 28.02.2017	Rs. 4,76,412
5	Final dues payable after adjusting the balance delay compensation :	Rs. 4,27,526/-

- d. The Appellant and Respondent No. 2 shall go for registration of Sale Deed for the aforesaid apartment on **11.03.2022** or within a period of 15 working days from the date of signing this joint settlement memo. The registration cost such as stamp duty and other government fees towards the registration of the aforesaid Sale Deed shall be borne by the Respondent No. 2, and no additional charges such as holding fees, interest for delay in registration of sale deed, etc., shall be charged by the Appellant.
4. That both Appellant and Respondent No. 2 have undertaken not to file any other case/proceedings before any court/authority against each other with regards to the subject-matter of the complaint and the instant appeal. Further, both Appellant and Respondent No.2 agree that any other proceedings or actions initiated with regard to the said complaint and the instant appeal stand settled.
5. That the Respondent No. 2 has no objections to release the Appeal money deposited by the Appellant before this Hon'ble Tribunal while preferring this Appeal and thus the Amount may be released in favour of the Appellant.
6. The Appellant and Respondent No. 2 state that, they have no claim of whatsoever manner against each other either past, present or future other than what is agreed upon with respect to the complaint filed before RERA which is the subject matter of this appeal.
7. The Appellant and Respondent No. 2 further state that there is no collusion or force, fraud or any undue influence in entering into the instant compromise and executing the Joint settlement memo
8. That in case the Appellant fails to comply the provision of this Joint settlement Memo, the respondent No. 2 shall have right to invoke all legal remedies in accordance with

For Shrivision Towers Pvt. Ltd.



Authorized Signatory

[Signature]

M. K. K. K.
Mang Kumar Gini

[Signature]

law and for the same purpose the order passed by the Hon'ble Appellate Tribunal in pursuant to this Joint Settlement Memo shall be considered as Final Order and can be executed in accordance with law;

WHEREFORE, the Appellant and Respondent No. 2 most humbly pray that this Hon'ble Tribunal may be pleased to take the instant Memo on record and dispose the above appeal as fully settled in the interest of justice and equity.

For Shrivision Towers Pvt. Ltd.	
<p>X</p> <p><i>[Signature]</i> Authorized Signatory [c Ramesh]</p> <p><i>[Signature]</i> Advocate for Appellant</p>	<p>X</p> <p><i>[Signature]</i> Manoj Kumar Giri</p> <p><i>[Signature]</i> APR/1888/16 Advocate for Respondent no. 2</p>

Place: Bangalore

Dated: 03.03.2022

