



ಕರ್ನಾಟಕ ಲಿಯಲ್ ಎಕ್ಸ್‌ಕ್ಯೂಟಿನ್ ನಿಯಂತ್ರಣ ಪ್ರಾಧಿಕಾರ

ಕಡತ ಸಂಖ್ಯೆ Cmp. No 1705

ಮುಖ್ಯ ಸಂಖ್ಯೆ

ವಿಷಯ Amr. Pal & Seemra Pal

Shriram Green Field Phase-1

ಕಂಡಿಕೆ
ಸಂಖ್ಯೆ

ಟಿಪ್ಪಣಿ ಮತ್ತು ಆದೇಶಗಳು

CMP-1705

12.03.2022

The parties requested to stop execution process. Hence the matter in connection with execution proceedings taken up for the Lok - Adalat and the execution process is taken as settled and matter in connection with execution process closed in the above case.

Judicial Conciliator.

Advocate Conciliator.

11/2/2022

BEFORE THE KARNATAKA REAL ESTATE APPELLATE TRIBUNAL
BENGALURU

Appeal No. 75 /2020

BETWEEN:

Shrivation Towers Pvt Ltd

.... Appellant

AND:


1. Adjudicating Officer, Karnataka Real Estate Regulatory Authority.
2. Mr. Amit Pal
3. Mrs. Soumitra Pal

.... Respondents

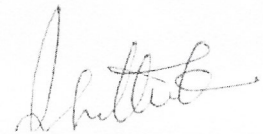
JOINT MEMO FILED BY THE APPELLANT AND RESPONDENT NO. 2 & 3

The Appellant and Respondent No. 2 & 3 most respectfully submit as follows:

1. The Appellant has filed present appeal challenging the impugned order passed by the Respondent dated 27.03.2019 in CMP/181202/0001705 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 & 3 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 & 3 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 & 3 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


(M.D. RAJKUMAR)
ADVOCATE

Advocate for Appellant

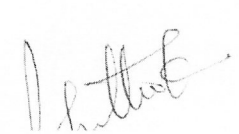


No.2 &3 towards their Apartment C-1807 in Appellant's project known as Project Shriram Greenfield -I.

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


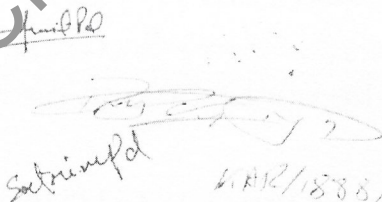
1	Total Delay Compensation agreed between the Appellant and Respondent No. 2 &3	Rs. 3,00,000/-
2	Dues payable towards the aforesaid Apartment from Respondent No. 2 & 3 in terms of the Agreement to sell and Construction Agreement both dated. 17.03.2017	Rs. 5,50,557/-
3	Final dues payable after adjusting the delay compensation :	Rs. 2,50,557/-

- e. The Appellant and Respondent No. 2 & 3 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 Respondent No. 2 & 3, 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 & 3 have undertaken not to file any other case/proceedings before any court/authority against each other with regard to the subject-matter of the complaint and the instant appeal. Further, both Appellant and Respondent No. 2 & 3 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 & 3 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 & 3 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 the Adjudicating Officer, Real Estate Regulatory Authority ,Bangalore, Karnataka which is the subject matter of this Appeal.
7. The Appellant and Respondent No. 2 & 3 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 & 3 shall have right to invoke all legal remedies in accordance with 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 & 3 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.

 Advocate for Appellant	 Advocate for Respondent no. 2 & 3
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Place: Bangalore

Dated: 03.03.2022

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BEFORE ADJUDICATING OFFICER, RERA
BENGALURU, KARNATAKA

Presided By: K. PALAKSHAPPA
Adjudicating Officer

Complaint No. CMP/181202/0001705

Date: 27th March 2019

Complainant : AMIT PAL AND SOUTRIMA PAL
Flat no. 8038, Tower 8
Prestige Tranquility Apartment,
Near Bommenahalli,
Bengaluru- 560064

AND

Opponent : Shriram Green Field Phase 1
Shrivation Towers Private Limited,
No. 40/43, 8th Main, 4th Cross,
RMV Extension, SadashivNagar,
Bengaluru Urban, Karnataka,
560087

"J U D G E M E N T"

1. Shri Amit Pal and Soutrima Pal, Complainants filed complaint bearing complaint no. CMP/181202/0001705 under Section 31 of RERA Act against the project "Shriram Green Field Phase-1 developed by Shrivation Towers Private Limited as the consumer in the said project. His complaint reads is as follows:

"We, Amit Pal & Soutrima Pal has entered into an agreement for construction with the promoter on 17/03/2017 agreed for the date of delivery on or before December 2017 with an additional grace period of 6 months (Clause 6.1). The promoter has communicated no delay and maintained the flat will be in habitable

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condition by June 2018, in their mail dated March 3rd, 2018 (Copy Attached). We planned our living and most importantly the education of our child based upon these commitments. Upon repeated request post the expiry of contractual commitment, the promoter updated on August 9th, 2018, that too post the end of contractual period, that there is a delay & the flat can only be handover for fit-out by December of 2018. There is no mention of handover date with project architect's certificate on fitness for possession as per Clause 6.1 of the contract. The promoter has also cited conditions like demonetization, trucker strike, shortage of input material and skilled labour for the delay.

Relief Sought from RERA : 1. Monthly delay compensation for bank interest"

2. In pursuance of the notice issued by this authority, on 14/02/2019 parties have appeared. The complainant filed this complaint for delay compensation with respect to the flat agreed to purchase from the developer. He has entered into agreement on 17/03/2017 wherein the developer has agreed to complete the project on or before June 2018 including grace period. The developer has contented in his objection statement that the delay was caused because of the competent authority failed to issue the certificate. It is also said that he is ready to pay the compensation @4 per Sq ft.
3. As per Sec. 18, if the developer fails to deliver the possession as per agreement, he is bound to pay the compensation and as such the complainant is entitled for the compensation.
4. The developer has stated in his objection statement as under:
It is submitted that as per the construction agreement class for delay compensation we are sure to compensate the same @ Rs 4 per square feet per month after construction agreement dated 17th of March 2007 from July 2018 till the date of handover of apartment.



5. This kind of objection statement filed by the developer proves the case of the complainant to some extent.. I would say that that delay compensation payable to the complainant is admitted in another form.
6. Now the question is whether the complainant is entitled for the compensation as mentioned in the agreement or as per section 18 of the act. Before induction of the Act that terms and conditions of the agreement are having important role to decide the dispute of the parties but after induction of this Act; the compensation has to be awarded as mentioned in Section 18 and nothing more. The rate of interest is also prescribed as per rule 16. Therefore I have no any hesitation to say that compensation has to be determined as per the present law by directing the developer to pay the compensation in the form of interest at the rate prevailing at this time.
7. As per section 71(2) of RERA the complaint shall be disposed off by the Authority within 60 days from the date of receipt of the complaint. This complaint was filed on 02/12/2018. As per SOP, 60 days shall be computed from the date of appearance of the parties. In this case the parties were present on 14/02/2019 and hence, the disposal is within limitation. With this observation I proceed to pass the order.

ORDER

The complaint filed by the complainant bearing no. CMP/181202/0001705 is allowed by directing the developer to pay the delay compensation at the rate of @10.75% P.A. on the amount paid by him towards purchase of flat till the possession is delivered commencing from July 2018.

Further the developer is directed to pay Rs. 5000/- as cost of the petition.

Intimate the parties regarding this order.

(Typed as per dictation, Verified, Corrected and pronounced on 27/03/2019)

K.PALAKSHAPPA
Adjudicating Officer