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ಕಡತ ಸಂಖ್ಯೆ Cmp No: 9098 ಪುಟ ಸಂಖ್ಯೆ - 01 -

ವಿಷಯ Sumit Mehta

Parkwest Maple Tower - 4

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CMP-9098

12.03.2022

As per the request of the complainants and learned counsel of the respondent this complaint is taken-up for amicable settlement in the National Lok Adalat, on 12.03.2022.

The complainants and learned counsel for the respondent in the Lok-Adalat, on 12.03.2022, have settled the dispute relating to the subject matter of the complaint and they have filed the joint memo along with settlement agreement enclosed with the joint memo. The complainants have no further claim against the respondent and agreed to close the complaint as settled in the Lok Adalat in terms of joint memo and settlement agreement enclosed therewith. The settlement arrived between the parties is voluntary one and legal. Hence the joint memo is accepted, consequently this complaint is closed as settled in the National Lok-Adalath.

Sushila Mehta.

Judicial Conciliator.

Advocate Conciliator.

Adv. for Respondent

For RELATIONSHIP PROPERTIES PVT.LTD.,

Authorised Signatories

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

COMPLAINT NO: CMP/220309/0009098

Complainant : Mr. Sumit Mehtha and 2 others

-Vs-

Respondent : M/s. Relationship Properties Private Limited.

Parkwest - Maple – Tower 4- A wing

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JOINT MEMO

The complainant and the respondent in the above complaint jointly submit as under:

1. The complainant-allottee 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 to be held on 12.03.2022

Bengaluru: Susheela Mehta. S Mehtha

Complainant-allottee

Date:12.03.2022

KAR/1052/2016.

Advocate for Respondent-Promoter

FOR RELATIONSHIP PROPERTIES PVT.LTD.,

Authorised Signatories

SETTLEMENT AGREEMENT

Unit No. Maple - A1503 | PARKWEST - MAPLE - TOWER 4 - A WING

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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. A1503 in the Project, PARKWEST - MAPLE - TOWER 4 - A 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 – AACFE6[illegible]C), 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 is 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,

Sushila Mehta.

Mehta

For RELATIONSHIP PROPERTIES PVT LTD.

Authorised Signatories

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-AACCB0947J) 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. U45200MH2008PTC178330), 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, Hoskere 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 ad Developer as the case may be)

AND

1. **Mr. SUMIT MEHTHA**
   S/o Mr. Anand Raj Mehta,
   Aged about 35 years,
   (PAN NO. BXHPS9958Q)

2. **MRS. SUMAN MEHTHA**
   W/o. Sumith Mehtha,
   Aged about 35 years,
   (PAN NO. AMFPP5309J)

3. **MRS. SUSHEELA MEHTA**
   W/o Mr. Anand Raj Mehta,
   Aged about 61 years,
   (PAN NO. ADQPM8847E)

   All are residing at 16/1 G2,
   Garla Enclave, West Circle Road,

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For RELATIONSHIP PROPERTIES PVT.LTD.,

Authorised Signatories

Susheela Mehta.

S Mehtha

Near Sajjan Roa Circle,
V V Puram, Bengaluru – 560004.
Karnataka, India.

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

(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).

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WHEREAS:

1. The Purchasers are allottees of Unit No. Maple - A1503, (hereinafter referred to as the "said Unit") in PARKWEST - MAPLE - TOWER 4 - A 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 27th March 2018 ("said Agreement").

3. That the Purchaser made the Complaint bearing no. CMP/220309/0009098 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.

Sushila Mehta.
Mehta

For RELATIONSHIP PROPERTIES PVT.LTD.,

Authorised Signatories

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.

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.

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Authorised Signatories

Susheela Mehta

Adv. for Respondent

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.

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.

Sushila Mehta.

SMehtha

For RELATIONSHIP PROPERTIES PVT.LTD.,

Authorised Signatories

Adv. for Respondent

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

Signature 1: (Name and Address)	Signature : (Name and Address)

Complainants

Respondent

① [signature]

For RELATIONSHIP PROPERTIES PVT.LTD.,

Authorised Signatories

② Susheela Mehta.

[signature] R.H. KAR/1052/2016

Advocate for Respondent

③ Mehta

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