

CMP. No. 4952

12.03.2022

Before the Lok-Adalat

The above case is taken up before the Lok-Adalat. The joint memo filed by both the parties is hereby accepted. Hence, the matter is settled before the Lok-Adalat as per joint memo.

The complaint stands disposed off accordingly in terms of joint memo.


Judicial Conciliator.


Advocate Conciliator.

BEFORE THE HON'BLE REAL ESTATE REGULATORY
AUTHORITY
AT: BANGALORE

Complaint No-CMP/191210/0004952

BETWEEN:

Mr. Suvajit Chakraborty

.... Complainant

AND:

GVG Infrastructures Pvt. Ltd.

(Formerly known as CMRS Infrastructure Pvt. Ltd.)

..... Respondent

JOINT MEMO

The above-named complainant and respondent have jointly submitted as follows:

to 10/3.

(1) That, the complainant has filed the above complainant under Section 31 of the Real Estate (Regulation and Development) Act, 2016, seeking refund of the amount of Rs.38,00,000/- paid by him to the respondent for the proposed purchase of the apartment bearing No-501, B block on the fifth floor of the apartment building known as "Mulberry Mist" on the ground of ~~alleged~~ non completion of project and handing over of the possession.

(2) That, on receipt of the notice from this Hon'ble Authority, the respondent herein appeared before this Hon'ble Authority and filed its detailed statement of objections on 18-06-2020, denying each and every allegation made by the complainant. It is also brought to the notice of this Hon'ble authority in respect of earlier settlement between the parties and payment of rent paid to the complainant for delay.

(3) That, the name of the respondent Company was CMRS Infrastructures Pvt. Ltd and thereafter the name of the respondent has been changed as "GVG Infrastructures Pvt. Ltd." in pursuance to the Certificate of Incorporation Pursuant to Change of Name dated 11-07-2019, issued by the Registrar of Companies, Bengaluru. In view of the change of the name of Company, the name of the project in question has also been changed to "Grandeur Park" from "Mulberry Mist".

(4) That, in view of uncertainty and prolonged litigation, the complainant and respondent have bilaterally discussed all the issues and have amicably

Surajit Chakraborty

For GVG INFRASTRUCTURE PVT. LTD.

[Signature]
Director

settled the same out of court. The terms of the out of court settlement as hereunder:

(a) Both parties have mutually agreed to cancel the Sale Agreement and Construction Agreement, both dated 16-12-2014 entered into between the parties in respect of the Apartment No-501, B block on the fifth floor of the apartment building known as "Grandeur Park" (Previously known as "Mulberry Mist") and the respondent has hereby agreed to refund an amount of Rs.38,00,000/- (Rupees Thirty Eight Lakhs only) received by it from complainant through their banker "Punjab National Bank". That refund of Rs.38,00,000/- (Rupees Thirty Eight Lakhs only) will be in six equal monthly installments i.e. Rs.6,33,333/- (Rupees Six Lakh Thirty Three Thousand Three Hundred and Thirty Three Only) from ^{15th April 2022} ~~15th April 2022~~ along with monthly rent of Rs.15,000/- as agreed earlier. In regard to the arrears of the rents, the both parties have agreed that a lumpsum amount of Rs.50,000/- (Rupees Fifty Thousand Only) as full and final settlement of earlier rents till the month of December, 2021 and paid

Swajit Chakraborty

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Swajit Chakraborty

For GVG INFRASTRUCTURE PVT. LTD.

[Signature]

through online payment vide 648003627 dated 02-11-2021.

(b). The complainant has assured that on receipt of first installment amount of Rs.6,33,333/- on 15th

APRIL - 2022. same will be credited to his loan

account No.HOU/BAN/0216/268158 of Punjab National Bank Housing Finance Ltd and the payment challan and statement shall be produced to the respondent much prior to the date of next installment as agreed herein.

Only after the confirmation of deposit of the previous settlement amount to his loan account No.HOU/BAN/0216/268158 of Punjab National Bank Housing Finance Ltd, the next settlement amount will be paid to his account through online/NEFT. The complainant has assured that his housing loan account will be cleared out of the settlement amount and has assured to produce the No-Due-Certificate from Punjab National Bank in respect of his housing loan on or before the last installment due and also agreed to produce the confirmation for cancellation of the tripartite agreement effected among the bank,

complainant and respondent herein on receipt of the said amount.

(c). That, the complainant has also assured to pay the monthly installment amount to his housing loan account A/c HOU/BAN/0216/268158 of Punjab National Bank Housing Finance Ltd without fail and also assured to produce the copy of the amount paid challan to the respondent on or before 10th of every proceeding month.

(d). That the complainant has assured to cancel the sale agreement dated 16-12-2014, construction agreement dated 16-12-2014 and tripartite agreement dated 22-04-2016, after receipt of the sixth/final instalment along with agreed monthly rent, which falls on 15th of ~~May~~ ^{SEPTEMBER} 2022.

(e). That, the respondent has assured to make the monthly instalment of Rs.6,33,333/- (Rupees Six Lakh Thirty-Three Thousand Three Hundred and Thirty-Three Only) on or before 05th of every month w.e.f. ~~15-12-2021~~ ¹⁵⁻⁰⁴⁻²⁰²² ~~15-12-2021~~ ¹⁵⁻⁰⁹⁻²⁰²² to till ~~05-05-2022~~ without fail. The respondent has also assured that if the payment is not paid on or

before 05th of every monthly, then, the Respondent is liable to pay penalty at the rate of 8 % per annum if any. In default the parties are at liberty to proceed under law.

WHEREFORE, both the parties in the above case respectfully prays that this Hon'ble Authority may be pleased to take this joint Memo on records and close the above case as settled out of the Court in the interest of justice and equity.

Surajit Chakrabarty

Complainant

[Signature]
Advocate for Complainant

Chellam B.
KAR/2293/2006

For GVG INFRASTRUCTURE PVT. LTD.

[Signature]
Director

Respondent

[Signature]
Advocate for Respondent

KAR 228/2095

Bangalore

Date: *10-03-2022*

10-03-2022.

[Signature]

Surajit Chakrabarty

[Signature]
Authorized person
of the respondent



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ಕಡತದ ಸಂಖ್ಯೆ Cmp.No. 4952

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CMP-4952

10.03.2022

As per the request of the complainant and the authorised person of the respondent and their respective Advocates this complaint is taken-up for amicable settlement in the National Lok Adalat to be held on 12.03.2022.

The complainant and the authorised person of the respondent and their respective Advocates are present, in the pre-Lok-Adalat sitting held on 10.03.2022 and they have filed the joint memo, stating that matter has been settled between the parties as per the terms of the joint memo. The settlement entered between the parties is voluntary and legal one. Hence, settlement is accepted. For consideration of joint memo and award, matter is referred to Lok-Adalat to be held on 12.03.2022.

UP
Advocate for
Complainant.

Suvajit Chakraborty
(SUVAJIT CHAKRABORTY)

10/3
Judicial Conciliator.

Sujit H.K.
Advocate Conciliator.

Pradeep Kumbhar
Authorised Person for
Respondent