



ಕರ್ನಾಟಕ ರಿಯಲ್ ಎಸ್ಟೇಟ್ ನಿಯಂತ್ರಣ ಪ್ರಾಧಿಕಾರ

ಕಡತ ಸಂಖ್ಯೆ Cmp. No: 00937/2023

ಪುಟ ಸಂಖ್ಯೆ

ವಿಷಯ Mr. Umesh SS & Another

Parkwest Maple Tower - 4

ಕಂಡಿಕೆ
ಸಂಖ್ಯೆ

ಟಿಪ್ಪಣಿ ಮತ್ತು ಆದೇಶಗಳು

CMP-00937/2023

03.07.2023

As per the request of the complainants and Sri. C. B Anand Rao authorised signatory of the respondents, this complaint is taken-up for amicable settlement in the National Lok Adalat to be held on 08.07.2023.

The complainants and Sri. C. B Anand Rao authorised signatory of the respondents present in the pre-Lok-Adalat sitting held on 03.07.2023 settled the dispute relating to the subject matter of the complaint and filed the joint memo, stating that matter has been settled between the parties in terms of the settlement agreement dated: 03.07.2023 entered between them. The settlement entered between the parties is voluntary and legal one. Hence, settlement is accepted and the dispute between the parties is settled in terms of settlement agreement dated: 03.07.2023. For consideration of joint memo and award, matter is referred to Lok-Adalat to be held on 08.07.2023.

(Umesh S.S.)

(Arinash. S.U.)

(Sujatha H)

-Adv. for Respondent

(Sujatha H)
Judicial Conciliator.

(Sujatha H)
31/7/23
Advocate Conciliator.



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

COMPLAINT NO: 00937/2023

Complainants : 1. Mr. Umesh SS
2. Mr. Avinash SU

-Vs-

Respondents : M/s. Relationship Properties Private Limited and
others.
Parkwest – Maple – Tower 4- A wing

JOINT MEMO

The complainants and the respondents in the above complaint jointly submit as under:

1. The complainants and the respondents/promoters after due deliberation have got their dispute pertaining to the subject matter of the complaint settled amicably before the pre-Lok – Adalat sitting held on 03.07.2023, in terms of settlement of agreement enclosed to this joint memo.
2. In view of the same, they jointly request the conciliators of the pre-Lok Adalat sitting to dispose of the complaint as amicably settled before the Lok – Adalat on 08.07.2023.
3. Both the parties to the proceedings have no claim whatsoever against each other in respect of the subject matter of the above complaint before any forum or court relating to the subject matter of the above complaint. If there is any claim by either of the parties, they have agreed that the same be disposed off as settled by filling an appropriate memo in such cases.
4. Parties further request that this settlement be recorded in the National Lok - Adalat scheduled to be held on 08.07.2023.

*

*

Complainants/allottees

Bengaluru

Date: 03.07.2023

Advocate for Respondents/Promoters

Authorized signatory of respondents

For RELATIONSHIP PROPERTIES PVT. LTD.

Authorised Signatory

**REPORT LOK APALAT IN THE KARNATAKA REAL ESTATE
REGULATORY AUTHORITY AT BANGALURU**

COMPLAINT NO: 00327/2023

1. Mr. Umesh S
2. Mr. Anand S U

-Vs-

M/s Relationship Properties Private Limited and
others
Parkwest - Maple + Tower 4 - A wing

JOINT MEMO

The complainants and the respondents in the above complaint jointly submit as under:

1. The complainants and the respondents/promoters after due deliberation have not their dispute pertaining to the subject matter of the complaint settled amicably before the Lok - Adalat sitting held on 03.07.2023, in terms of settlement of settlement entered in this joint memo.
2. In view of the same, they jointly request the conciliators of the Lok Adalat sitting to dispose of the complaint as amicably settled before the Lok - Adalat on 03.07.2023.
3. Both the parties to the proceedings have no claim whatsoever against each other in respect of the subject matter of the above complaint before any forum or court relating to the subject matter of the above complaint. If there is any claim by either of the parties, they have agreed that the same be disposed off as settled by filing an appropriate memo in each case.

4. Parties further request that this settlement be recorded in the National Lok - Adalat scheduled to be held on 03.07.2023.

(Signature)
(Signature)
Advocate for Respondents/Promoters

2
Advocate for Respondents/Promoters

Authorized signatory of respondents

For RELATIONSHIP PROPERTIES PVT. LTD

Authorized Signatory

Date: 03.07.2023

Bengaluru

SETTLEMENT AGREEMENT

Unit No. MA0906, PARKWEST - MAPLE - TOWER 4 -A - WING

This Settlement Agreement (hereinafter referred to as the "**Settlement**") is made and executed on this the **03th** day of July, Two Thousand and Twenty-Three (**03.07.2023**) at Bengaluru, Karnataka and is made in relation to **Unit No.MA2004**, in the Project, **PARKWEST - MAPLE - TOWER 4 - A - WING**.

By and between

01) **Mr. S.S Umesh**, bearing **PAN No. AAHPU5014D**(Hereinafter referred as **Purchaser No. 1**)

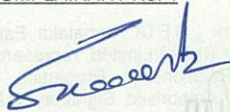
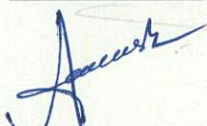
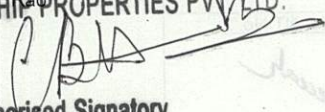
02) **Mr.S.U Avinash, Major**, bearing **PAN No. ALLPA2289B**, (Hereinafter referred as **Purchaser No. 2**)

Both residing at: No.76, 2nd floor, 1st J cross, 8th main road, 4th Stage, Basaveshwara Nagara ,**Bangalore-560079 Karnataka India** .

(Hereinafter referred to as the "**Purchaser/s**"/"**Allottee/s** /**Complainant/s**" and are collectively referred to as the "First Party")

AND

1. **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, 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/ Respondent/s**"(which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest and permitted assignees).

COMPLAINANT No. 1 	Relationship Properties Pvt Ltd by its Authorised Signatory Mr. C.B. Anand Rao	2.ETA Star Infopark , 3.ETA Karnataka Estates Ltd, 4.ETA Construction (India) Limited, represented by its POA holder Relationship Properties Pvt Ltd represented by its Authorised Signatory C.B. Anand
COMPLAINANT No. 2 	For RELATIONSHIP PROPERTIES PVT LTD.  Authorised Signatory	

2. **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).

3. **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 and permitted assignees).

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

4. **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, 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 and permitted assignees).

<p>COMPLAINANT No. 1</p> 	<p>Relationship Properties Pvt Ltd by its Authorised Signatory Mr. C.B. Anand Rao</p>	<p>2.ETA Star Infopark , 3.ETA Karnataka Estates Ltd, 4.ETA Construction (India) Limited, represented by its POA holder Relationship Properties Pvt Ltd represented by its Authorised Signatory C.B. Anand</p>
<p>COMPLAINANT No. 2</p> 	<p>For RELATIONSHIP PROPERTIES PVT. LTD.</p>  <p>Authorised Signatory</p>	

Parties 2, 3 & 4 are represented by their POA Holder namely **Relationship Properties Private Limited** (No.1 of the Second Party) who in turn is represented by its authorised signatory Mr. C.B. Anand Rao.

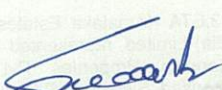


The Vendors, Confirming Party and the Developer/Promoter/Respondent/s are collectively referred to as the 'Second Party' and individually as 'Vendors' and 'Developer'/'Promoter/ Respondent/s as the case may be.

The Vendors, Developer, Respondent/s and the Purchaser/s / Complainant/s are collectively referred to as the "Parties" and individually referred to as the "Party", as the case may be.

WHEREAS:

1. The Complainant/s are allottees of Unit No. **MA2004**, Maple – , (hereinafter referred to as the "said Unit") in PARKWEST - MAPLE - TOWER 4 - A - WING (hereinafter referred to as the "Project"), being a residential project being developed by the Developer.
2. That a dispute arose between the parties in relation to date of handover of possession and regarding delayed interest (i.e., interest for delay in completion and handing over of the said Unit) of the said Unit in accordance with the Agreement for Sale dated 05/04/2017 ("said Agreement" / "agreement for sale / Construction"), wherein the Second Party had agreed to hand over the possession of the said unit by 31/12/2019 ("said Date").
3. That the Complainant/s made the Complaint bearing no. **CMP-00937/2023** before the Karnataka Real Estate Regulatory Authority, Karnataka ("KRERA") against the Promoter, seeking for delay compensation/refund against cancellation.
4. Subsequently, both Parties have now mutually and amicably arrived at a settlement as recorded in this Settlement Agreement, subject to the terms and conditions hereinafter appearing.

Now in view of the mutual covenants, undertakings, representations and warranties as are contained in this Agreement, it is agreed between both the parties as follows:

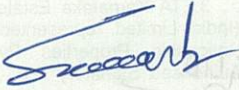
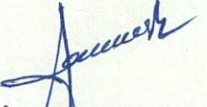
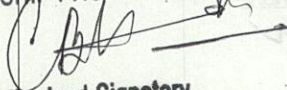
<u>COMPLAINANT No. 1</u> 	Relationship Properties Pvt. Ltd by its Authorised Signatory Mr. C.B. Anand Rao	2. ETA Star Infopark , 3. ETA Karnataka Estates Ltd, 4. ETA Construction (India) Limited, represented by its POA holder Relationship Properties Pvt Ltd represented by its Authorised Signatory C.B. Anand Rao
<u>COMPLAINANT No. 2</u> 		

Terms of the Settlement

1. **Possession:** The Second Party/Respondent agree and acknowledge that they shall use all reasonable endeavours to complete, obtain OC and handover for the said Unit of the First Party, in Parkwest – Maple – Tower 4 on or before 31st December 2022.
2. **Delayed Interest Start Date:**
 - a. The Respondent agrees to pay delayed interest from the said Date committed for delivery of individual units on Complainant's agreement for sale / construction. It was agreed by and between the Parties i.e, the Respondent and the Complainant of individual units that, only 9 (Nine) months of extension shall be excluded for the purposes of computation and shall not attract any delayed interest in view of force majeure extension due to Covid 19 from 1st January 2021 till 30th September 2021.
 - b. Notwithstanding anything contained in the Complainant's agreement no other grace periods shall be considered for extension of delayed interest. The Respondent hereby agrees that at any time the combined exemption considering any grace period and extension due to Covid 19 shall not exceed 9 (Nine) months. The Respondent shall not invoke any further clauses including any force majeure clauses for the purpose of computation of delayed interest.
3. **Delayed Interest:** The Respondent agrees to the following rates of Delayed Interest:
 - a. From expiry of the said Date mentioned in the Complainant's agreement till 30th September 2022 delayed interest will be calculated every month at the rate of 9.50% PA rounded to the nearest Rupee on the total amount received towards consideration by the Respondent inclusive of TDS but excluding GST.

<u>COMPLAINANT No. 1</u> 	Relationship Properties Pvt Ltd by its Authorised Signatory Mr. C.B. Anand Rao	2.ETA Star Infopark , 3.ETA Karnataka Estates Ltd, 4.ETA Construction (India) Limited, represented by its POA holder Relationship Properties Pvt Ltd represented by its Authorised Signatory C.B. Anand Rao
<u>COMPLAINANT No. 2</u> 	For RELATIONSHIP PROPERTIES PVT LTD.  Authorised Signatory	

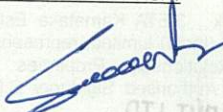
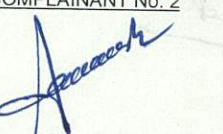
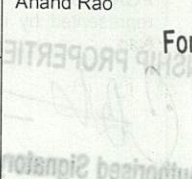
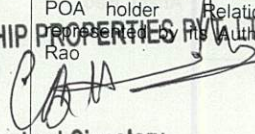
- b. If the delay extends further, then from 1st October 2022 till the Respondent offers possession or 31st July 2023, whichever is earlier, an additional 2% PA interest shall be applicable on the total amount received towards consideration by the Respondent inclusive of TDS but excluding GST for a total of 11.50% PA calculated every month rounded to the nearest Rupee.
- c. Upon receipt of Occupancy Certificate (OC), once the possession is offered, delayed interest as mentioned herein shall stop / cease to accrue unless there is any defect in the said Unitas may be notified by the Complainant for the Respondent to rectify.
- d. In case the final period during offer for possession includes fraction of a month, prorated interest for the number of days exceeding the completed month will also be considered in the final calculation of interest.
4. Credit note for said delayed interest payable till 31st December 2022 shall be issued to the Complainant on or before 31st December 2022. Thereafter credit note for the said delayed interest shall be issued every quarter for the Complainant.
5. Respondent further agrees to adjust the said accrued delayed interest given in the form of credit notes redeemed in the final demand note which will be raised by the Respondent under and pursuant to the said Agreement. The Complainant/s shall continue to pay the agreed instalments/amounts to the Respondent as per the terms of the said Agreement. In case the amounts under the said credit notes is not fully adjusted against the final demand note amount either due to miscalculation or because the amount payable is greater than the final amount or all payments have already been made, then the remaining amount will be refunded to the Complainant. In case there is delay beyond 30 days in paying such amounts, interest will continue to accrue at the applicable rate.
6. Within one month after procuring Occupancy Certificate (OC), the Respondent shall initiate possession related procedures/process in relation to the said Unit along with processing of any and all applicable payments. Any payments then

<p><u>COMPLAINANT No. 1</u></p> 	<p>Relationship Properties Pvt Ltd by its Authorised Signatory Mr. C.B. Anand Rao</p>	<p>2.ETA Star Infopark , 3.ETA Karnataka Estates Ltd, 4.ETA Construction (India) Limited, represented by its POA holder Relationship Properties Pvt Ltd represented by its Authorised Signatory C.B. Anand Rao</p>
<p><u>COMPLAINANT No. 2</u></p> 	<p>For RELATIONSHIP PROPERTIES PVT. LTD.</p>  <p>Authorised Signatory</p>	

due to the Respondent has to be paid by the Complainant and any payments then due to the Complainant has to be paid by the Respondent.

7. **Exit after 31st July, 2023:** If OC is not obtained by 31st July 2023 then the Complainant shall have the right to withdraw from the agreement for sale executed between the Complainant and the Respondent on or after 1st August, 2023. In such case if the Complainant so withdraws, the Respondent is liable to pay the entire amount along with interest to be computed as follows with the following conditions:

- a. Interest shall be calculated at 2% over and above the highest State Bank of India Marginal Cost Lending Rate (MCLR).
- b. Interest shall be applicable from the date each installment of payment was made other than GST. TDS is to be considered as part of principal amount and interest is applicable on said amount.
- c. GST amount must be refunded without interest.
- d. The total amount due including principal, interest and GST shall be payable within two months, that is by 1st of October, 2023.
- e. In case there is delay beyond two months in paying such amounts, interest shall continue to accrue at the applicable rate.
- f. No force majeure, covid extensions and forfeiture of booking or any other amount will be applicable at this stage during final calculation of refund.
- g. Credit notes issued under this Settlement Agreement shall stand invalid and void ab-initio.
- h. In case the Complainant wishes to continue with the Project after 31st July 2023, it will bear the same rate of interest as applicable in 3 (b) which is 11.50% PA from which Rs 15,000/- shall be payable by the Respondent every month till possession to the Complainant.

COMPLAINANT No. 1 	Relationship Properties Pvt Ltd by its Authorised Signatory Mr. C.B. Anand Rao	2.ETA Star Infopark , 3.ETA Karnataka Estates Ltd, 4.ETA Construction (India) Limited, represented by its POA holder Relationship Properties Pvt Ltd Anand Rao
COMPLAINANT No. 2 	 Authorised Signatory	 For RELATIONSHIP PROPERTIES PVT LTD

8. Interest amount payable every month specified in clause (7h) has to be paid either to the Complainant's designated notified account through RTGS or via demand draft as per preference of Complainant.
9. 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.
10. This Settlement Agreement shall be binding on the Respondent and its successors and assigns.
11. Save as otherwise provided herein, all other terms and conditions as per the agreement for sale executed between the Complainant and the Respondent shall remain unchanged.
12. Pursuant to this Settlement arrived at between the Parties, the Respondent shall peacefully continue to develop and construct the project.

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

COMPLAINANT/SRESPONDENTS

1. 

2. 

Sujatha
Adv. for Respondent

1. Relationship Properties Private Limited

Respondent No:1

represented by its Authorised Signatory

(Mr. C.B. Anand Rao)

2. ETA Star Infopark

3. ETA Karnataka Estates Limited

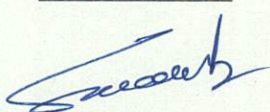

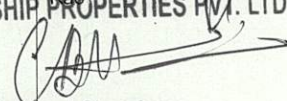
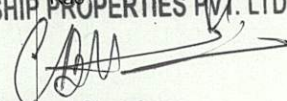
4. ETA Construction (India) Limited

represented by its G.P.A holder

Relationship Properties Private Limited

represented by its Authorised Signatory

(Mr. C.B. Anand Rao)

<p><u>COMPLAINANT No. 1</u></p> 	<p>Relationship Properties Pvt Ltd by its Authorised Signatory Mr. C.B. Anand Rao</p>	<p>2. ETA Star Infopark, 3. ETA Karnataka Estates Ltd, 4. ETA Construction (India) Limited, represented by its POA holder Relationship Properties Pvt Ltd represented by its Authorised Signatory C.B. Anand Rao</p>
<p><u>COMPLAINANT No. 2</u></p> 	<p>For RELATIONSHIP PROPERTIES PVT. LTD.</p>  <p>Authorised Signatory</p>	<p>For RELATIONSHIP PROPERTIES PVT. LTD.</p>  <p>Authorised Signatory</p>

8. Interest amount payable every month specified in clause (7) has to be paid either to the Complainant's designated notified account through RTGS or as demand draft as per preference of Complainant.

9. 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.

10. This Settlement Agreement shall be binding on the Respondent and its successors and assigns.


11. Save as otherwise provided herein, all other terms and conditions as per the agreement for sale executed between the Complainant and the Respondent shall remain unchanged.

12. Pursuant to this Settlement arrived at between the Parties, the Respondent shall peacefully continue to develop and construct the project.

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

COMPLAINANT'S RESPONDENTS

1. 

2. 

Signature and Stamp of Complainant

FOR RELATIONSHIP PROPERTIES PVT. LTD.

1. Relationship Properties Private Limited
Respondent No.1
represented by its Authorized Signatory
(Mr. C.B. Anand Rao)

2. ETA Star Infopark
3. ETA Karnataka Estates Limited
4. ETA Construction (India) Limited

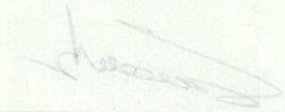
represented by its C.P.A holder
Relationship Properties Private Limited
represented by its Authorized Signatory
(Mr. C.B. Anand Rao)

Relationship Properties Pvt. Ltd.
represented by its Authorized Signatory Mr. C.B. Anand Rao
ETA Construction (India) Limited, represented by its C.P.A holder Relationship Properties Pvt. Ltd.
represented by its Authorized Signatory C.B. Anand Rao

FOR RELATIONSHIP PROPERTIES PVT. LTD.

Authorized Signatory

COMPLAINANT No. 1



COMPLAINANT No. 2



CMP. No. 00937/2023

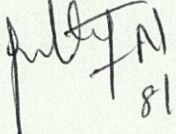
08.07.2023

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 pre-Lok-Adalat as per joint memo and settlement agreement dated: 03.07.2023. The joint memo and settlement agreement filed by the parties shall be part and parcel of award/order.

The complaint stands disposed off accordingly.


Judicial Conciliator.


8/7/23
Advocate Conciliator.

KARNATAKA STATE LEGAL SERVICES AUTHORITY
BEFORE THE LOK ADALAT
IN THE KARNATAKA REAL ESTATE REGULATORY AUTHORITY AT
BENGALURU

DATED: 8TH DAY OF JULY 2023

: CONCILIATORS PRESENT:

Sri. I. F. Bidari

..... Judicial Conciliator

AND

Smt. Preethi N

..... Advocate Conciliator

COMPLAINT NO: 00937/2023

Between

1. Mr. Umesh SS
2. Mr. Avinash SU
(In Person)

.....Complainants


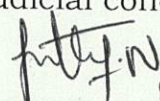
AND

M/s. Relationship Properties Private Limited & Others.Respondents
(By: Smt. Sujatha H.H. Advocate.)

Award

The dispute between the parties having been referred for determination to the Lok Adalat and the parties having compromised/settled the matter, in terms of settlement of agreement dated: 03.07.2023 and in terms of joint memo dated:03.07.2023 filed during the pre-Lok Adalat sitting held on dated:03.07.2023.

The complaint stands disposed off in terms of the settlement agreement dated: 03.07.2023 and in terms of joint memo and same are part and parcel of the award.


Judicial conciliator

Advocate conciliator

