

ಕರ್ನಾಟಕ ರಿಯಲ್ ಎಸ್ಟೇಟ್ ನಿಯಂತ್ರಣ ಪ್ರಾಧಿಕಾರ, ಬೆಂಗಳೂರು

ಫಿರ್ಯಾದು ನಂ: CMP/190510/0002971

ಉಪಸ್ಥಿತರು: ಕೆ. ಪಾಲಾಕ್ಷಪ್ಪ, ನ್ಯಾಯ ನಿರ್ಣಯಾಧಿಕಾರಿ

ದಿನಾಂಕ: 02 ನೇ ಡಿಸೆಂಬರ್ 2019

ಫಿರ್ಯಾದುದಾರರು : Bheemasena Charya P V and Smt. Manjula R S  
Plot No.57, Padmashri, 2<sup>nd</sup> Main, 1<sup>st</sup> Cross,  
Renukacharya Nagar, Basaveshwar Nagar,  
Bellary - 583103.

ವಿರುದ್ಧ

ಎದುರಿದಾರರು Zuari Garden City – Kaveri Apartments  
Zuari Infraworld India Ltd.,  
Adventz Center, 1<sup>st</sup> Floor, No. 28, Union Street,  
Cubbon Road, Bengaluru – 560001.  
Rep. By: Mr. Trimurti B.S, Advocate.

“ಶೀರ್ಷಿಕೆ”

ಫಿರ್ಯಾದುದಾರರಾದ Bheemasena Charya P V and Smt. Manjula R S ಇವರು ಎದುರಿ ಡೆವಲಪರ್ ವಿರುದ್ಧ ಈ ಫಿರ್ಯಾದನ್ನು ರೇರಾ ಕಾಯ್ದೆ ಕಲಂ 31 ರಂತೆ ಸಲ್ಲಿಸಿರುತ್ತಾರೆ. ಎದುರಿ ಡೆವಲಪರ್ ಅಭಿವೃದ್ಧಿಪಡಿಸುತ್ತಿರುವ Zuari Garden City – Kaveri Apartments ಇದರಲ್ಲಿ ಗ್ರಾಹಕರಾಗಿರುತ್ತಾರೆ. ಅವರ ಫಿರ್ಯಾದಿನಲ್ಲಿರುವ ಅವರು ಕೇಳಿರುವ ಪರಿಹಾರವು ಹೀಗೆ ಇರುತ್ತದೆ.

*Relief Sought from RERA: Withdrawal from the project  
under section 18(1)*

2. ಈ ಫಿರ್ಯಾದನ್ನು ನೋಂದಾಯಿಸಿಕೊಂಡು ನೋಟೀಸ್ ನೀಡಿ ಖುದ್ದು ಹಾಜರಾಗುವಂತೆ ತಿಳಿಸಲಾಯಿತು. ದಿನಾಂಕ: 14/11/2019ರಂದು ಫಿರ್ಯಾದುದಾರರು ಹಾಜರಿ. ಡೆವಲಪರ್ ಪರ ವಕೀಲರು ಹಾಗೂ ಶ್ರೀ. ಮಧುಸೂದನ್ ಇವರು ಹಾಜರಿ. ಪಕ್ಷಕಾರರು ಸಹಿ ಮಾಡಿರುವ ರಾಜಿ ಮೆಮೋ ನೀಡಿದ್ದಾರೆ. ಅದರಂತೆ ಅವಾರ್ಡ್ ಆಗಬಹುದು ಅಂತ ಹೇಳಿರುತ್ತಾರೆ.  
*Compromise Memo* ನಲ್ಲಿ ಹೀಗೆ ಬರೆಯಲಾಗಿದೆ.

*Deery*  
21/11/19

### Compromise Memo

The complainant and respondent above named have mutually agreed to resolve the above matter on amicable terms, as set out hereunder:-

1. The complainants have filed this complaint, bearing complaint no. CMP/190510/0002971 of 2019 claiming compensation for delay caused in handing over of the property bearing unit No. F204, at Tower F, Kaveri, Zuari Garden city Project, Srirangapatna Taluk, KRS Road, Mandya, Karnataka.
2. Both the complainant and respondent mutually discussed, negotiated and arrived at an amicable settlement amongst themselves and both the parties duly desire to record the said settlement arrived out of court as under, for disposal of the above matter on the agreed terms.
3. The complainant and respondent, pursuant to mutual discussions, have agreed that the property bearing unit no. F204, at Tower F, Kaveri, Zuari Garden city Project, Srirangapatna Taluk, KRS Road, Mandya, shall be handed over along with the Occupancy Certificate to the complainant on or before 31<sup>st</sup> March 2020.
4. Both the complainant and respondent, have agreed that in the event the respondent unable to handover the aforementioned unit in March 2020, the respondent shall free to avail an additional period of Six(6) months starting from 1<sup>st</sup> April to handover the unit to the complainants, without any further consequences. The complainant hereby agreed that during the aforesaid grace period of 6 months commencing from 1<sup>st</sup> April 2020, they shall not initiate any further legal proceedings against the respondents in relation to handover of the unit and matter connected therewith.

5. Both the complainants and respondent, have agreed that in the event the respondent is unable to handover the unit with occupancy certificate even after the expiry of the additional 6 months period, i.e. on or before 30<sup>th</sup> September 2020, the complainant shall be free to seek a complete refund of the amount paid to the respondent, along with the interest calculate as per section 18 of the Real Estate (Regulatory and Development) Act, 2016 and respondent shall pay the same to the complainants within a period of 60 days, commencing from 1<sup>st</sup> October.
6. Both the complainants and respondent, have agreed that the compensation payable to the complainants shall be calculated as per section 18 of the Real Estate (Regulatory and Development) Act, 2016 the calculation of which shall commence from the month October 2017, on the amounts paid till such date, till the possession of the unit is given to the complainants. In the event the respondents intimated the complainants that the unit is ready for handed over the possession along with occupancy certificate, the respondent shall be deemed to have completed their obligations. The complainants and respondents have also mutually agreed that any compensation payable by the respondent to the complainants shall be subjected to set-off against any interest on delayed payments due from the complainants, and the same shall be finally reconciled at the time of handover of possession of the unit from the respondent to the complainant.
7. Both the complainants and respondent state that in view of the amicable settlement arrived at, they shall not have any claim against each other as regards the subject matter in the above complaint.
8. Both complainants and respondent prays that this compromise memo shall be superseding the compromise memo dated 18 October 2019 filed by the parties before this Hon'ble Authority. Accordingly, the parties pray that this Compromise memo be placed on record and the proceedings may be disposed off as settlement out of Court.

*[Handwritten signature]*  
21/11/19

9. Both the complainants and respondent pray that this Hon'ble Court may be pleased to pass an appropriate order in the above suit disposing the same as settled out of court.

2. ಪಕ್ಷಕಾರರು ದಿನಾಂಕ: 14/11/2019ರಂದು ಸಹಿ ಮಾಡಿಕೊಟ್ಟ *Compromise Memo* ಕಾರಣದಿಂದ ಫಿರ್ಯಾದುದಾರರ ಈ ಫಿರ್ಯಾದನ್ನು ಮುಕ್ತಾಯಗೊಳಿಸಲಾಗಿದೆ.

ಆದೇಶ

ಮೇಲೆ ಚರ್ಚಿಸಿದ ಕಾರಣಗಳಿಗಾಗಿ ಫಿರ್ಯಾದು ಸಂಖ್ಯೆ: **CMP/190510/0002971** ಅನ್ನು ದಿನಾಂಕ: 14/11/2019ರಂದು ಪಕ್ಷಕಾರರು ತಮ್ಮ ನಡುವೆ *Compromise* ಆಗಿದೆ ಎಂದು ಹೇಳಿ *Compromise Memo* ನೀಡಿದ್ದರ ಪ್ರಕಾರ ಈ ಫಿರ್ಯಾದನ್ನು ಮುಕ್ತಾಯಗೊಳಿಸಲಾಗಿದೆ.

ಪಕ್ಷಕಾರರು ರಾಜಿ ಮೆಮೋದ ನಿಬಂಧನೆಗಳಂತೆ ನಡೆದುಕೊಳ್ಳತಕ್ಕದ್ದು.

[ಈ ತೀರ್ಪನ್ನು ಬೆರಳಚ್ಚುಗಾರರಿಗೆ ನೇರವಾಗಿ ಬೆರಳಚ್ಚು ಮಾಡುವ ಮೂಲಕ ದಿನಾಂಕ: 02.12.2019ರಂದು ಪ್ರಕಟಿಸಲಾಗಿದೆ].

(ಕೆ. ಪಾಲಾಕ್ಷಪ್ಪ)  
Adjudicating officer