

**IN THE KARNATAKA REAL ESTATE APPELATE TRIBUNAL,
BENGALURU**

DATED THIS THE 12TH DAY OF FEBRUARY, 2021

PRESENT

HON'BLE SRI JUSTICE B SREENIVASE GOWDA, CHAIRMAN

AND

HON'BLE SRI K P DINESH, JUDICIAL MEMBER

AND

HON'BLE SRI P S SOMASHEKAR, ADMINISTRATIVE MEMBER

APPEAL (K-REAT) NO. 286/2020

BETWEEN:

M/s Shriram Properties Limited
New No.31 (Old No. 192), 2nd Main,
T. Chowdaiah Road,
Sadashivanagar,
Bengaluru – 560 080
Represented by its Authorised Signatory
Mr. Naveen Kumar J

:APPELLANT

(By M/s JSM Law Partners, Advocate)

AND

1. The Karnataka Real Estate Regulatory Authority
2nd Floor, Silver Jubilee Block,
Unity Building, CSI Compound,
Bengaluru-560 027
Represented by its Secretary
2. Subramanian C
D 204, Brindavan Renaissance,
Uttarahalli Main Road,
Bengaluru – 560 061

:RESPONDENTS

(R1 served, unrepresented)

(Sri Subramanian C, R2- Party-in-person)

This Appeal is filed under Section 44 of the Real Estate (Regulation and Development) Act, 2016, before this Tribunal to set aside the order dated 28th November, 2019 in CMP/190820/0003892 passed by the Adjudicating Officer, RERA Respondent No. 1.

This appeal coming on for hearing this day, the Chairman, passed the following:

JUDGMENT

Appellant/promoter has preferred this Appeal challenging the impugned order dated 28.11.2019 passed by learned Adjudicating Officer of RERA, which reads as under:

ಡೆವಲಪರ್ ಇವರು ಫಿಯಾದುದಾರರಿಗೆ ಎಲ್ಲಾ Amenities
ಒಳಗೊಂಡಂತೆ Occupancy Certificate ಪಡೆದುಕೊಂಡು ನಿಯಮಾನುಸಾರ
ಸ್ವಾಧೀನ ಕೊಡುವ ದಿನಾಂಕದವರೆಗೆ ಫ್ಲಾಟ್ ಅನ್ನು ಖರೀದಿಸುವ ನಿಮಿತ್ತ ಕೊಟ್ಟಿರುವ
ಹಣಕ್ಕೆ ಜುಲೈ 2017 ರಿಂದ ಸ್ವಾಧೀನ ಕೊಡುವ ದಿನಾಂಕದವರೆಗೆ ಫಿಯಾದುದಾರರು
ಡೆವಲಪರ್ ಇವರಿಗೆ ಕೊಟ್ಟಿರುವ ಒಟ್ಟು ಮೊತ್ತದ ಮೇಲೆ ವಾರ್ಷಿಕವಾಗಿ State
Bank of India ಅವರು ಗೃಹ ಸಾಲಕ್ಕೆ ಈ ದಿನಾಂಕಕ್ಕೆ ನಿಗದಿ ಪಡಿಸಿರುವ
ಬಡ್ಡಿಗಿಂತ ಶೇಕಡಾ 2% ರಷ್ಟು ಹೆಚ್ಚುವರಿ ಬಡ್ಡಿಯನ್ನು Delay Compensation
ಅಂತ ಪರಿಹಾರವನ್ನು ನೀಡತಕ್ಕದ್ದು.

2) Subsequent to filing of this Appeal, the appellant/promoter and contesting respondent No.2 (allottee) have got the dispute pertaining to the subject matter of the Complaint and this Appeal settled amicably by reducing the terms and conditions of settlement into writing by way of filing a Joint Memo.

3) The Joint Memo signed by the Authorised Signatory on behalf of the appellant and the 2nd respondent-party-in person and learned Counsel for the appellant, is taken on record.

4) The terms of the Joint Memo were read over to the parties, who were present in the Court, in the language known to them and they have declared that they have entered into this settlement out of their free consent and it is free from force, mis-representation, undue influence and coercion.

5) Learned Counsel for the appellant and the 2nd respondent pray the Court to dispose of the Appeal in terms of the joint memo.

6) In view of the above, the following order:

- 1) Appeal stands disposed of in terms of the Joint Memo.
- 2) The Joint Memo is ordered to be treated as part and parcel of the order.
- 3) Registry is directed to refund the amount deposited by the appellant with the Tribunal while preferring the Appeal in compliance of proviso to Section 43(5) of the RERA Act in favour of the appellant, along with interest, if any, accrued thereon, but by deducting TDS, within two weeks from the date of appellant furnishing necessary documents, such as pan card, etc., by issuing a Cheque or DD in the name of the appellant/Company and it shall be handed over to the

Authorised signatory of the appellant, who has signed the Appeal memo and vakalath.

- 4) All pending I.As., if any, stand disposed of, as they do not survive for consideration.
- 5) Registry is directed to return the record of RERA, if received, forthwith.

**Sd/-
HON'BLE CHAIRMAN**

**Sd/-
HON'BLE JUDICIAL MEMBER**

**Sd/-
HON'BLE ADMINISTRATIVE MEMBER**

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