



ಕರ್ನಾಟಕ ರಿಯಲ್ ಎಸ್ಟೇಟ್ ನಿಯಂತ್ರಣ ಪ್ರಾಧಿಕಾರ

ಕಡತದ ಸಂಖ್ಯೆ 6-99/100/100/8157

ಪುಟ ಸಂಖ್ಯೆ

ವಿಷಯ honey Anna

ಕಂಡಿಕೆ
ಸಂಖ್ಯೆ

ಟಿಪ್ಪಣಿ ಮತ್ತು ಆದೇಶಗಳು

12.03.2022

As per the request of the complainant and the respondent, this complaint is taken-up for amicable settlement before the National Lok-Adalat to be held on 12.03.2022.

The complainant present and the respondent present(through Skype) in the Lok-Adalat sitting held on 12.03.2022 and joint memos were signed by them stating that matter has been settled between the parties and the said joint memos are placed on record. The settlement entered between the parties is voluntary and legal one. Hence, settlement is accepted.

(Signature)

Judicial Conciliator.

(Signature)

KAR/1492/19

Non-Judicial Conciliator.

This
adv. for
complainant

(Signature)

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

COMPLAINT NO: CMP/UR/210723/0008157

COMPLAINANT: Mohammed Samiulla

V/s

RESPONDENT: Sham N M Raju

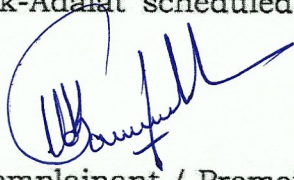
JOINT MEMO


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

1. The complainant (promoter) and the respondent (allottee) have got their dispute pertaining to the subject matter of the above complaint settled amicably out of court and they have submitted a Joint Memo dated 12.03.2022 accordingly and submit that the said settlement may be recorded before this Lok-Adalat.
2. Accordingly, this Lok-Adalat, after due conciliation recorded the said settlement.
3. Other than the terms of the settlement Parties have stated that they have no further claim whatsoever against each other relating to subject matter of this complaint.
4. Parties to the proceedings / complaint submit that if there is any case pending between them before any forum or court, they have agreed to withdraw / close the same as it does not survive for consideration on either of the parties to the said case filing an appropriate memo.
5. Parties further request that this compromise may be recorded and the complaint may be closed in the Bruhat Lok-Adalat scheduled to be held on 12.03.2022.

Bengaluru:

Date: 12/03/2022


Complainant / Promoter


Respondent / Allottee

BEFORE LOK-ADALAT IN THE KARNATAKA REAL ESTATE REGULATORY

AUTHORITY, AT BENGALURU

COMPLAINT NO. : 'CMP/UR/210723/0008157

BETWEEN:

Godrej Properties Limited through Mr. Mohammed Samiulla ... Complainant

AND:

Sham Raju ... Respondent

JOINT MEMO

The Complainant and the Respondent in the above matter submit as under:

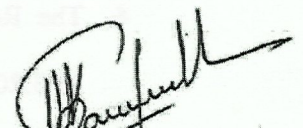
1. The Complainant has filed the above complaint seeking cancellation of the agreement for sale dated 23.8.2019 (*hereinafter referred to as "the said Agreement"*) entered into with the Respondent.
2. The Respondent acknowledges that the Project has received the Occupancy Certificate and agrees and undertakes to strictly comply with the said Agreement without any further delay or default, failing which the Complainant shall be entitled to forfeit the amount in terms of the said Agreement and subject to terms agreed hereunder.
3. The Respondent agrees and undertakes that he is liable to pay to the Complainant totally a sum of Rs. 62,83,798 /- due to the Complainant towards part sale consideration and interest in terms of the said Agreement :
 - a. Rs. 31,41,899/- to be paid on or before 25.3.2022.
 - b. Rs. 31,41,899/- to be paid on or before 20.4.2022.
4. The Respondent agrees to submit post dated cheques for the above amounts by 15.3.2022. The Respondent undertakes and confirms that the said cheque/s will be

honoured on its presentation towards the amounts due and payable to the Complainant and the same shall be without prejudice to rights of the Complainant to take suitable action, including under the Negotiable Instruments Act, 1881.

5. The Respondent has confirmed his commitment to comply with the said Agreement which he is bound by including making all further payments in time and in coming forward to execute the sale deed.
6. The Respondent has further agreed that in the event he fails to abide by the above terms, the said Agreement in his favour will stand automatically cancelled, the amounts will be forfeited in accordance with the said Agreement and the Complainant will be at liberty to sell the flat to any other third party without any further opportunity being granted to the Respondent to remedy his default.
7. In light of the above, the parties have been able to amicably settle the present dispute and accordingly all the claims and contentions of the Respondent raised in his defence in the present dispute shall stand withdrawn.
8. Parties further request that this compromise may be recorded and the Complaint may be disposed off on the above terms in the Bruhat Lok-Adalath scheduled to be held on 12.3.2022 .
9. The parties agree that the present compromise is final and recorded as an order of this Hon'ble Authority. The Respondent agrees that he will not approach any forum or court of law on account of the breach of the said Agreement.

Bengaluru

Dated:



Complainant
Respondent


12.03.2022

Before the Lok-Adalath

The Complaint 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 the joint memo.

The complaint stands disposed of accordingly.


Judicial Conciliator.

 KAR/1492/19
Advocate Conciliator.