



ಕರ್ನಾಟಕ ರಿಯಲ್ ಎಸ್ಟೇಟ್ ನಿಯಂತ್ರಣ ಪ್ರಾಧಿಕಾರ

ಕಡತದ ಸಂಖ್ಯೆ (Comp.No: 7849

ಪುಟ ಸಂಖ್ಯೆ - 02 -

ವಿಷಯ Lloyd Joseph Fernandez

Jain Villa Viviana

ಕಂಡಿಕೆ
ಸಂಖ್ಯೆ


ಟಿಪ್ಪಣಿ ಮತ್ತು ಆದೇಶಗಳು

Complaint No. 7849

26.04.2022

As per the request of the complainants (1) Lloyd Joseph Fernandez and (2) Grace Dorothy Fernandez and Sri. Girish Jain authorised signatory of the respondent/promoter, this complaint is taken-up for amicable settlement in the National Lok Adalat to be held on 25.06.2022.

The aforesaid complainants and authorised signatory of the respondent are present in the pre-Lok-Adalat sitting held on 26.04.2022 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 joint memo entered between them. The settlement entered between the parties is voluntary and legal one. Hence, settlement is accepted in terms of joint memo filed today during the pre Lok Adalat sitting. For consideration of joint memo and award, matter is referred to Lok-Adalat to be held on 25.06.2022.


Grace D. Fernandez

For JAINS & ALLIANCE PALMS VENTURE PVT. LTD.


Authorised Signatory


Judicial Conciliator.


Advocate Conciliator.

CMP. No. 7849

25.06.2022

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 joint memo filed by the parties shall be part and partial of award/order.

The complaint stands disposed off accordingly.


Judicial Conciliator.


Advocate Conciliator.

BEFORE THE REAL ESTATE REGULATORY AUTHORITY/ADJUDICATIONG
OFFICER/LOK ADALAT, AT BANGALURU

COMPLAINT NO - CMP/UR/210329/0007849

Complainants : 1. Lloyd Joseph Fernadez
2. Grace Dorothy Fernandez

-Vs-

Respondent : M/s Jains & Alliance Palm Ventures Pvt. Ltd.

JOINT MEMO

1. The parties to the complaint jointly submit that the promoter has already delivered possession of the plot under the registered Sale Deed in favour of the complainants.
2. The Complainants hereby agree to pay a sum of Rs.2.5 per month per sq.ft for the registered plot area to the promoter towards regular common maintenance of the project in advance within 10th day of beginning of every quarter for initial 2 years and on revision beyond 2 years. The first quarter payment shall be a post-dated cheque on 01.07.2022. The regular common maintenance, at a minimum, will include the following:

A) Promoter to assign a dedicated Community Facility Manager, who is the Single Point of Contact (SPOC) for the Community residents, when the occupancy reaches 50 Villas. Until then, JVV project head will act as the SPOC and will be available at the site on all working days and on Saturdays except for the Govt Holidays. Also, SPOC will be available 24X7 for any emergency purpose.

B) Promoter to assign Electrician(s) to the site and the Electrician will be available on call 24x7 for attending to electricity related issues in Villas and in Common facilities.

C) Promoter to assign Plumber(s) to the site and the Plumber will be available on call 24x7 for attending to water and plumbing related issues in Villas and in Common facilities.

D) Promoter to deploy a minimum of 6 personnel for Gardening and Housekeeping during the day time on all days (including weekends and holidays) for upkeep and maintaining of garden, streets/roads, watering of the garden, garbage collection & disposal and housekeeping of the community. Out of these, two personnel will spend two hours for housekeeping and 6 hours for garden upkeep. This minimum 6 number of personnel is corresponding to occupancy of 20 Villas and it will go up by one for every addition of 45 more Villas.

For JAINS & ALLIANCE PALMS VENTURE PVT. LTD.


Authorized Signatory

 Grace D. Fernandez

3. Promoter hereby undertakes to complete the works pertaining to Annexure A within 3 months from today. The works mentioned in the Annexure A pertain to group of allottees and works mentioned in Annexure B pertain to the complainants in this case, which will be carried out upon payment of balance dues. The said Annexure A and Annexure B are enclosed to this Joint Memo and agreed to be treated as part and parcel of this Joint Memo.

4. The Promoter has kept the corpus collected from the Complainants/Allottees at the time of allotment of plot/villa in the bank and maintenance expenses could not be covered within the interest from the corpus fund.

5. Parties further submits that except this dispute they have no dispute whatsoever against each other and submit that if there is any other claim/case pending between them before any forum or court, the same may be disposed of as settled in view of this joint memo having been entered into by both the parties.

6. Parties after due deliberation of the above issues before the conciliator have agreed for disposal of the complaint as settled amicably between them and accordingly the Complaint bearing No.CMP/UR/210329/0007849 before RERA is deemed to have been withdrawn.

7. Parties further request that this compromise may be recorded, and the complaint may be closed in the Bruhat Lok Adalath scheduled to be held on 25.06.2022.

Bengaluru

Date: 26th April 2022

For JAINS & ALLIANCE PALMS VENTURE PVT. LTD.

Complainants/Allottees

Authorized Signatory

Respondent/Promoter

(Annexure-A)

1. Registration of Sites for all who paid 100%.
2. Katha Transfer to owners who have paid 100%.
3. Uninterrupted 24 X 7 water supply to all Villas and Common Facilities
4. Uninterrupted Power provided to Villa and Common area facilities, including street lighting, using BESCOM power connection with an automatic power backup from Diesel Generator. Promoter will charge for electricity for each Villa monthly based on the number of units consumed as per the electricity meter installed at the Villa. The electricity charges will be computed based on the prevailing BESCOM residential rate.

Note: Diesel Generator backup for the Villas and Common facilities is subject to a maximum limit of Rs.10,000 per month towards Diesel procurement. Any Diesel Procurement over and above Rs.10,000 per month shall be on actuals and distributed equally among all Villas. SPOC will be responsible for communicating any upcoming downtime of DG or alerting about the Diesel procurement threshold to Villa residents on an ongoing basis.

5. Street lighting, wherever required near the occupied villas and on the main streets
6. Sewage Treatment Plant to be made operational after up to 70% enough load is there in the STP tank and up to such point, basic maintenance of keeping the route of STP clean will be taken care by the promoter.
7. 24x7 Security: Security Guards provided at entry and exit points and for roaming through the streets of completed Villas on rotation basis. There will be a minimum of 5 Security Guards at any point of time at the site. This minimum number of Security Guards is corresponding to occupancy of 20 Villas and it will go up by one for every addition of 50 more Villas. The main gate shall have 4 CCTV Cameras linked to the Web. These Security Guards will also patrol the entire boundary, including the unwallled boundary, to monitor and safeguard the community from trespassers and encroachers.
8. A permanent solution of constructing a compound wall is to be done within 3 months of completion of project.
9. Regular Cleaning of bushes and Ant hills in the community in general and more specifically in all the adjacent sites/area surrounding the Villas up to a minimum of 50 ft in all directions. 1 personnel should be exclusively deployed for this purpose as a large portion of the Community has empty sites. No fire shall be used to remove bushes.
10. Corpus fund and associated interest: Corpus fund, associated interest and its usage will always be transparent to all stakeholders. Complete visibility on Corpus collected, utilized and remaining balance shall be provided to all owners on asking as well as displayed on monthly basis for viewing on Notice Board of Club House.

For JAINS & ALLIANCE PALMS VENTURE PVT. LTD.


Authorized Signatory

 Grace D. Fernandez

11. Club House operations-

- a. After 20 Villas are occupied, Club House shall be operational on all days with basic amenities (i.e.) Badminton court, Tennis Court, Cricket Ground with pitch, Basketball Court, Squash Court along with clean floors and toilets & washrooms in clean usable condition.
- b. After 50 Villas are occupied, other amenities like Swimming pool, Jacuzzi and Sauna will be operational on weekends and holidays.

12. Promoter to provide a secured office space with lock and key in the Club House premises to be used by the President of the JVW Welfare Association and SPOC for administrative purpose.

13. Possession Certificate for Villa who have paid 100%.

14. Final Statement of Accounts (any difference shall be clarified and settled).

15. Possession Documents.

16. Property Tax receipts on individual payments.

17. Plumbing and Electrical Layouts/drawing for individual shall be shared by the promoter.

18. Motorable main road and crossroads with no potholes with clean landscape leading to the Plots/Villas to be regularly maintained.

For JAINS & ALLIANCE PALMS VENTURE PVT. LTD.



Grace J. Fernandez



Authorized Signatory

ANNEXURE B

List of pending works at Villa 59 at Jains Villa Vivianna Project at Sopohalli. This Property was registered on the 18th Aug2020 and was due to be completed 100% in 60 days which did not take place even after a payment of 100 %. During week two of August 2020. The developer refused to complete the works even though 100% was paid, several reminders were sent, but no action was taken and no replies.

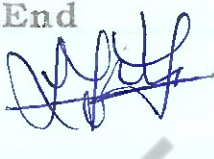
We inspected the property (V59) on the 18th March 2022 and found that no works have been completed a further delay of 18 months even though 100% was paid, bringing the total delay to about 12 years.

1. The landscaping works are to be fully completed on the outside all-around of the villa and all burnt shrubs removed all around and in the front of the villa. Replace dead trees.
2. Side boundary walls to be extended to front boundary limit and finished at a low level.
3. Open and check all manholes in garden areas and ensure all covers are installed.
4. Check water meter working and shut of valves.
5. The exterior painting of the boundary wall and the villa to be done due to smoke damage from burning of shrubs.
6. The external brick work in front of the villa to be cleaned and finished well.
7. Clean paint from roof tiles.
8. Polish floor marble of two external patios front and side. And at main door entrance.
9. The driveway in front of the villa to be cleared of weeds and grass planted.
10. Villa number to be fixed.
11. The road leading to the villa and in front of the villa to be cleared of all debris and bituminized and lighting installed all along the street of V59 to the main road.
12. The electrical meter box to be fitted with a meter and associated gear and closed. All wiring to be completed.
13. The garage door has gaps at the top and bottom to be fixed. Beehive to be removed.
14. The external maid's room at the rear to be fully completed. All painting work to be finished.
15. House external lighting to be tested and in the garage and the maid's room.
16. Main door and frame to be polished
17. GF both sliding doors to be polished, tracks cleaned broken glass replaced gaskets replaced and gaps closed.
18. All walls inside the villa GF & FF to be scraped off, of falling bubbled paint work, dampness arrested walls sealed and fully painted. The same applies to the garage walls as well. Major issue.
19. Close plumbing shaft at FF terrace at rear of villa. Clean terrace floor. Paint walls.
20. Replace the door and frame leading to the garage from the house as white ants have eaten the wood. Polish the step marble inside the garage. Clean the floor tile work in the garage.
21. Prove all door and widow iron mongery working and show number of keys for each door lock.
22. Full floor and skirting marble of GF & FF to be cleaned and polished.

 Grace D. Fernandez

23. Staircases – Replace broken marble steps, paint iron work, repair wooden handrail and polish from GK to FF.
24. Close large holes at ceilings of fans hanging points.
25. All doors and windows and their frames on GF & FF to be cleaned and polished. All iron grills of windows on GF & FF to be cleaned and painted.
26. Complete all bathrooms on GF & FF with all sanitary fitting and water heaters, fix all sanitary accessories properly and test all plumbing and water heaters. All drainage to be proved. Clean all walls and floors of bathrooms.
27. Clean kitchen and laundry rear room, paint, complete and check all plumbing and electrical points. Drainage to be proved.
28. Check all wiring, electrical distribution boards, switches plug sockets inside and outside the villa.
29. Check operation of garage door with and without remote control and handover operation manuals of the door.
30. Install all light fittings & exhaust fans (bathrooms & Kitchen) inside, outside and terrace of the Villa.
31. Install one ton and one and a half ton's split A/C's to BR's, Living and dining appropriately.
32. Fit marble sills to all windows.
33. Provide one 200 ltr Solar water heater and install as designed.
34. Provide one Tata sky Dish and decoder and install as per design.
35. Handover the long pending KATHA for villa 59 together with all paid land tax receipts.
36. Handover all Structural/Civil/Electrical/Plumbing drawings and Manuals for V 59.
37. Hand over a paint schedule of the villa.
38. Hand over the keys of the villa when all works are completed, inspected and accepted by the owner.
39. Hand over the possession certificate for V 59

End

 Grace D. Fernandez

For JAMES & ALLIANCE PALMS VENTURE PVT. LTD.


Authorised Signatory

KARNATAKA STATE LEGAL SERVICES AUTHORITY

BEFORE THE LOK ADALAT

**IN THE KARNATAKA REAL ESTATE REGULATORY AUTHORITY AT
BENGALURU**

DATED: 25TH DAY OF JUNE 2022

: CONCILIATORS PRESENT:

Sri: I. F. Bidari

..... Judicial Conciliator

AND

Sri/Smt.: Preethi N

..... Advocate conciliator

COMPLAINT NO: CMP/UR/210329/0007849

Between

1. Mr. Lloyd Joseph Fernandez
2. Mrs. Grace Dorothy Fernandez

..... Complainant/s

(In Person)

AND

M/s. Jains & Alliance Palm Ventures Pvt. Ltd.,

..... Respondent/s


(By: Authorized Person of the Respondent)

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 joint memo dated: 26.04.2022 filed during the pre Lok Adalat sitting on dated: 26.04.2022, same is accepted. The settlement entered between the parties is voluntary and legal one.

The complaint stands disposed off in terms of the joint memo and joint memo is ordered to be treated as part and partial of the award.


Judicial conciliator


Advocate conciliator