

### ಕರ್ನಾಟಕ ರಿಯಲ್ ವಿಸ್ಟೇಟ್ ನಿಯಂತ್ರಣ ಪ್ರಾಧಿಕಾರ

ಕಡತದ ಸಂಖ್ಯೆС	mp. No: 8428	ಪುಟ ಸಂಖ್ಯೆ 02
ವಿಷಯ	_Srram Venkat	araman
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ಕಂಡಿಕೆ ಕಂಚಿ	ಟಿಪ್ರಣಿ ಮತ್ತು ಆದೇಶಗಳು	

### CMP-8428 21.06. 2022

As per the request of authorized signatory of the respondent/developer this complaint is taken-up for amicable settlement in the National Lok Adalat to be held on 25.06.2022.

The authorized signatory of the developer is present in the pre-Lok-Adalat sitting held on 21.06.2022 settled the dispute relating to the subject matter of the complaint and filed the joint memo signed by the parties stating that matter has been settled between the parties in terms of the settlement agreement dated: 21.06.2022 entered between them.

The complainant is not present physically who is residing in abroad. The authorized signatory for the developer has called the complainant through Video call from the coordinator branch. I have questioned him about the settlement and the execution of joint memo.

The Joint memo and this memo has been sent to the complainant through E-Mail for which he put the signature on the scanned copy and sent back to the authority. He submitted that he has signed the scanned copy and also he accepted term of the joint memo. Further he submits that the joint memo is accepted.

For JAIN HOUSING & CONSTRUCTIONS LTD

Authorised Signatory

COMPLAINANT.



# ಕರ್ನಾಟಕ ಲಿಯಲ್ ವಿಸ್ಟೇಟ್ ನಿಯಂತ್ರಣ ಪ್ರಾಧಿಕಾರ

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ಕಡತದ ಸ	ಕಂಖ್ಯೆ <u>Cny No: 8498</u> <b>ಪುಟ ಸಂಖ್ಯೆ <u>0.3</u></b>
ವಿಷಯ .	Sriram Venkotaraman
-	Jains Villa Vavianona
ಕಂಡಿಕೆ ಸಂಖ್ಯೆ	ಟಿಪ್ಷಣಿ ಮತ್ತು ಆದೇಶಗಳು
	Hence, I hold that the settlement entered between the parties is voluntary and legal one and therefore the settlement is accepted. For consideration of joint memo and award, matter is referred to Lok-Adalat to be held on 25.06.2022.  Complainant For JAIN HOUSING & CONSTRUCTIONS LTD
	Authorized signatory of the respondent  Judicial Conciliator  Advocate Conciliator  21/06/2022

### CMP. No. 8428

### 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 of accordingly.

Judicial Conciliator.

Advocate Conciliator.

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

### COMPLAINT NO: CMP/UR/211011/0008428

Complainant : Sriram Venkataraman

-Vs-

Respondent : Jain Housing & constructions

Ltd.,

### JOINT MEMO

The respondent/Promoter after discussing their dispute with the complainant relating to the subject matter of the complaint in the presence of Co-ordinator amicably agree to settle of his complaint under the following terms and conditions:

- 1. Respondent/Promoter must sign the contract the sale of the plot number 67 and enable the registration of the land including Katha etc., within 60 days from today.
- 2. The developer has agreed to give notice with adequate time to call the personal presence of the complainant for the purpose of registration of the sale deed.
- 3. It is agreed to use the amount in excess of the land price Rs. 8,09,596/- as advance money for construction towards the first milestone start.
- 4. It is agreed by the parties that the total cost of the construction must be based on the original rates totaling to Rs.53,03,350/-which includes the Rs.8,09,596/- currently available with respondent/promoter.
- 5. The construction agreement should have mile stone based payments divided into appropriate phases.
- 6. The buyer agreed to pay the amount in accordance with the mile stone.

CCMPLAINANT FOR JAIN MOUSING & CONSTRUCTIONS LTC

- 7. It is agreed that the other terms and conditions including but not limited to construction quality, construction specifications, should be the same as original.
- 8. The parties shall follow the conditions imposed in the construction agreement, in case of violation any conditions imposed in the joint memo will prevail.
- 9. Parties have entered into this withdrawal of this complaint voluntarily on their free will and volition and it is free from any force or misrepresentation. Parties have agreed that this settlement shall not be used as precedent / evidence for any other case.
- 10. Parties hereby declare that they have no any other disputes or case pending before any other Courts or Forum pertaining to the subject matter of the above complaint. If there is any such dispute is pending before any Forum or Courts, the same may be closed as settled on either parties to this complaint by filing an appropriate memo in such dispute case.
- 11. Parties have agreed for recording this settlement in the National Lok-Adalat scheduled to be held on 25.06.2022.

Bengaluru:

Date: 21.06.2022

Complainant
For JAIN HOUSING & CONSTRUCTIONS LTD

Authorized signatory of Respondent

### KARNATAKA SATE 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: K. Palakshappa	Judicial Conciliator
AND	
Sri/Smt.: Dinesh S	Advocate conciliator

### COMPLAINT NO: CMP/UR/211011/0008428

#### Between

Mr. Sriram Venkataraman

.... 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: 21.06.2022 filed during the pre Lok Adalat sitting on dated: 21.06.2022 through Video call from the coordinator branch, 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 dencinator

Advocate conciliator