ಕರ್ನಾಟಕ ರಿಯಲ್ ಎಸ್ಟೇಟ್ ನಿಯಂತ್ರಣ ಪ್ರಾಧಿಕಾರ

ಕಡತ ಸಂಖ್ಯೆ CMP-8028 ಪುಟ ಸಂಖ್ಯೆ 04

ವಿಷಯ Mr. Saumyath Saxena
S.S. Snowdrop

ಕಂಡಿಕೆ ಸಂಖ್ಯೆ	ಟಿಪ್ಪಣಿ ಮತ್ತು ಆದೇಶಗಳು

CMP-8028

12.11.2022

As per the request of the Advocates for the parties, this complaint is taken-up for amicable settlement in the National Lok Adalat.

The Mr. M.S.V.A Pradeep, Authorized person of complainants and the respondent and Advocates for the parities are present in the Lok-Adalat held on 12.11.2022 and have 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 the joint memo dated: 12.11.2022 entered between the parties. The settlement entered between the parties is a voluntary and legal one. Hence, the settlement is accepted and the dispute between the parties stated in the complaint is settled in terms of the joint memo dated: 12.11.2022. The conciliators to pass award.

(M.S.V.A.PRADEEP)
Authorised Person for Complainant.

12/11/22
Judicial Conciliator.

12/11/22
Advocate Conciliator.

For M/s. SS BUILDERS & DEVELOPERS

Managing Partner

Advocate for Respondent

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CMP. No. 8028

12.11.2022

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 parcel of award/order.

The complaint stands disposed off accordingly.

12/11/22
Judicial Conciliator.

12/11/22
Advocate Conciliator.

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

COMPLAINT NO: CMP/210623/0008028

Complainant : 1.Mr. Samarth Saxena
2. Hansa Gupta

-Vs-

Respondent : M/s. S.S.Builders and Developers

JOINT MEMO

The complainants and the respondent in the above complaint jointly submit as under:

1. The complainants and the respondent and after due deliberation have got their dispute pertaining to the subject matter of the complaint settled amicably before the Lok - Adalat, in terms of this joint memo dated:12.11.2022.
2. The respondent undertakes to obtain permanent electricity connection to the apartment in the project known as SS Snowdrop with individual meter to the flat of the complainant on or before 31/03/2023.
3. The complainants shall continue to pay Rupees Two Thousand only (₹2,000/-) every month from the date of this agreement towards the temporary electricity charges being supplied by the Respondent. However, the Respondent undertakes to ensure continuous power supply by paying the electricity bill to the BESCOM subject to the complainants paying the agreed sum of Rupees two thousand only (₹2,000/-) within one week from the date of demand by the Respondent as and when due and payable.
4. The complainants shall pay the electricity charges directly to the BESCOM once the permanent individual electricity connection is provided by the Respondent.
5. Parties are at liberty to negotiate between themselves with respect to arrears of electricity charges, if any, from the date of the complainants occupying the flat till the date of this settlement agreement.
6. The Respondent shall ensure that the two remaining lifts shall be installed and all the four lifts are functional on or before 31/03/2023.

for M/s. SS BUILDERS & DEVELOPERS

Managing Partner

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7. Amenities such as swimming pool, skating rink, functional sewage treatment plant and intercom facility shall be provided and rendered functional by the Respondent on or before 31/03/2023. Any other amenities not provided as agreed to by the parties in the agreement to sell and construction agreement shall be completed within the aforesaid stipulated period.
8. The Respondent undertakes to revive the third bore-well and also to install a fourth bore-well subject to availability of required space and necessary permissions from the concerned authorities.
9. The Respondent undertakes to complete all the pending work on or before 31/03/2023. The Respondent further undertakes to obtain Occupancy Certificate for the concerned flat/project of the complainants on or before 15/07/2023.
10. The Respondent shall pay a sum of Rupees Fifty Thousand only (₹50,000/-) to the complainants for breach of any of the terms of this settlement agreement. The complainants is at liberty to exercise his right and seek appropriate remedies in accordance with the law. The aforesaid Rupees fifty thousand only (₹50,000/-) shall be in addition to all the remedies available to the complainant under the law.
11. The Respondent shall facilitate the formation of the Association.
12. The Respondent shall also facilitate Khata registration in the name of the complainants with respect to the concerned flat, provided the respective charges/costs are borne by the complainants.
13. The complainants shall review the progress of the pending work in the presence of the Respondent or Respondent's authorised executive once in a month with prior notice.

Bengaluru.
Date: 12.11.2022

Complainant/s/allottee/s
(Rep. By. M.S.V.A Pradeep, Authorized person of complainants)

Advocate for Complainant/s/Allottee/s

For M/s. SS BUILDERS & DEVELOPERS

Respondent/s/Promoter/s

Managing Partner

Advocate for Respondent/s/Promoter/s

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KARNATAKA SATE LEGAL SERVICES AUTHORITY

BEFORE THE LOK ADALAT

IN THE KARNATAKA REAL ESTATE REGULATORY AUTHORITY AT BENGALURU

DATED: 12TH DAY OF NOVEMBER 2022

: CONCILIATORS PRESENT:

Sri. I.F.Bidari ..... Judicial Conciliator

AND

Smt. Preethi N ..... Advocate conciliator

COMPLAINT NO: CMP/210623/0008028

Between

1. Mr. Samarth Saxena
2. Hansa Gupta ..... Complainant

(By:Shri.M.R Sunil Kumar, Advocate)

AND

M/s.S.S.Builders and Developers .....Respondent

(By:Shri. M.N. Sathisha, Advocate for 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:12.11.2022 filed during the Lok Adalat held on dated:12.11.2022.

The complaint stands disposed off in terms of the joint memo dated:12.11.2022 and same shall be part and parcel of the award.

Judicial conciliator

12/11/22

Advocate conciliator

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