



# ಕರ್ನಾಟಕ ರಿಯಲ್ ಎಸ್ಟೇಟ್ ನಿಯಂತ್ರಣ ಪ್ರಾಧಿಕಾರ

ಕಡತ ಸಂಖ್ಯೆ CMP-870

ಪುಟ ಸಂಖ್ಯೆ 6

ವಿಷಯ Oommen Thomas

Nitesh Estate Limited

ಕಂಡಿಕೆ  
ಸಂಖ್ಯೆ

ಟಿಪ್ಪಣಿ ಮತ್ತು ಆದೇಶಗಳು

**CMP-0870**

**11.02.2023**

As per the request of the complainant and Sri. Harish Kumar M.D Authorized Signatory of the respondent, the complaint in the above case is taken-up for amicable settlement, in the National Lok Adalat held on 11.02.2023.

The complainant Sri. Oommen Thomas and Sri. Harish Kumar M.D Authorized Signatory of the respondent present, in the Lok-Adalat sitting held on 11.02.2023, the dispute with regard to the execution of the award passed by the Adjudicating Officer dated 27.07.2018 is settled as per joint memo.

The settlement entered between the parties is voluntary and legal one and as per which the complainant has no further claims against the respondent whatsoever in the case. Therefore in view of the submission of the complainants, the complaint bearing no. CMP-0870 has been closed as settled between the parties in the Lok Adalat in terms of the joint memo dated: 11.02.2023. The Authorised Signatory of the respondent and the complainant have put the signature to the settlement deed.

Judicial Conciliator.

Advocate Conciliator.

**Complaint No. CMP-0870**

**11.02.2023**

**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 dispute in connection with the execution of this complaint 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 referred above stands disposed off accordingly.

  
Judicial Conciliator.

  
Advocate Conciliator.



**BEFORE THE CONCILIATION CENTRE KARNATAKA  
REAL ESTATE REGULATORY AUTHORITY, AT  
BENGALURU**

**COMPLAINT NO. CMP/180530/0000870**

Sri. Oommen Thomas

.....Complainant

-VS-

M/s. Nitesh Estates Limited  
(Presently known as  
NEL Holdings South Limited)

.....Respondents

**JOINT MEMO OF SETTLEMENT**

The complainant/allottee and the respondent/promoter in the above complaint jointly submit as under:

1. The complainant is an allottee of a site bearing No. 57 formed in the layout known as "NITESH LONG ISLAND (NLI)" by the respondent-promoter. The complainant alleging that although the promoter has executed an absolute sale deed in favour of complainant in respect of the site allotted to him, have failed to provide basic facilities such as Electricity, Water, STP and amenities such as Club house etc, and have failed to complete the project and handover the project to a duly-formed association of the owners of the sites as promised in the Sale Agreement, and have caused an inordinate delay in this process causing financial losses in terms of interest paid on loan and inability to construct houses and dwell in the layout, living far away from their places of work near the Devanahalli area etc., and therefore, the complainant had filed the above said complaint before the Authority which came to be allowed on 27.07.2018 by Hon'ble Adjudicating Officer. While pending the execution of this award, the Complainant and the Respondent have entered into this settlement to provide the aforesaid facilities and amenities as agreed by the Promoter in the agreement entered into between the parties.

*10/09/2018*

*N. Oommen Thomas*



2. The respondent-promoter has stated that the construction of layout is completed; obtained permanent electricity connection to the layout, also constructed a huge capacity of Water Tank and installed Motor to pump water from the borewells to the said water tank, constructed STP plants, and Park and stated that the Club House and the other facilities are under construction.
3. The Parties after due deliberation of their dispute pertaining to the above case in presence of the Judicial and Advocate conciliator have agreed to settle their dispute in the following manner...
4. The promoter has undertaken to complete the following:

**A. Provision of Infrastructure**

- i The promoter has undertaken to arrange for permanent electric power supply to each plot via the existing transformer, through the underground cabling up to each plot for all the plots in the layout in both Phase 1, Phase 2 and Phase 3 by 31 August 2023.
- ii The promoter has agreed to demonstrate that water is being pumped from borewell via overhead water tank and is reaching the water inlet pipe present in each plot across all plots in the layout in Phase 1, Phase 2 and Phase 3 by 31 August 2023.
- iii The promoter has agreed to demonstrate the drainage system is working based on norms prescribed by relevant Government Authority and that STPs across Phase 1, Phase 2 and Phase 3 are made functional before 31st August 2023.
- iv The promoter has agreed to complete the repair of all the roads and bring them to good working condition before 31st August 2023.

*Channer J. Kumar*

For NEL Holdings South Limited

*M. J. S. S. S.*  
Authorised Signatory



- v The promoter has agreed to provide Rainwater Harvesting facilities by 31 December 2023.
- vi The Promoter has agreed to complete peripheral boundaries on the all sides of the layout as per the laws applicable protecting the sites formed in the layout by 31st December 2023
- vii The promoter has agreed to install street lighting in working condition across all the streets in Phase 1 and Phase 2 of the layout by 31 August 2023.

**B. Completion of amenities**

- i The promoter has agreed to complete the construction of Clubhouse and other amenities as given in the sale agreement between NLI promoters and buyers of NLI properties by 31 December 2023
  - i State of the Art Club House
  - ii Fitness Center
  - iii Swimming Pool
  - iv Tennis Court
  - v Dribble Court
  - vi Banquet Hall
  - vii Cricket Ground
  - viii Children Playgrounds
  - ix And Make Provision For:
    - a Convenience Store
    - b Coffee Shop
    - c Creche
    - d Saloon
    - e ATM
    - f Library
- c Handover of layout to the Office Bearers of the Owners Association
  - i The promoter has agreed to complete the formation of NLI owners association with office bearers of the association along with the finalization of Bye Laws of the association as approved by the association on or before 31 December 2023.



- ii The promoter has agreed to handover the layout with all relevant documentation after having completed and demonstrated that amenities and facilities mentioned above in a meeting of the NLI Owners Association office bearers to which all NLI owners are invited before 31 December 2023.
- iii The promoter has agreed to maintain the layout in a proper manner at their own cost until the handover to the association of the layout is duly completed.
- iv Before the completion of the facilities and handover of the layout to the association if an owner proposes or completes the construction of a house on their plot:
- 1 The promoter shall arrange for temporary power connection to the site of any NLI owner at the time of construction of house within two weeks from the date of the owner upon request to the Engineer of the concerned electric Division and they have further undertaken to provide permanent electricity connection and install electric meter immediately after the owner informs that the construction of the house is completed by working in appropriate authorities like KEB/BESCOM, but the complainant shall bear electricity charges during temporary connection
  - 2 The complainant/s who undertakes construction of a house will arrange for supply of water for construction of the house at their own cost and agrees to have a temporary soak pit till permanent water connection and STP connection are made functional.
  - 3 The promoter has undertaken to arrange for permanent water connection or 24 hours continuous water supply at their own costs as soon as the owner of a constructed house requests, and will ensure that the sewage from the constructed house is disposed and treated appropriately via the underground sewage pipes.

10/11/2023


For NEL Holdings South India  
Signature



5. The Promoter herein has agreed to refund 40% of sinking fund collected by the Promoter from all the Allottees at the time of entering the agreements of sale, which shall be paid to the Association to be formed by the Promoter by 31<sup>st</sup> March 2024.
6. In the event of the parties failing to perform their respective obligation/s enumerated in this Settlement, the aggrieved party will be at liberty to enforce this settlement by filing an Appropriate Petition before this Authority/A.O.
7. The settlement entered into between the parties is voluntary and out of their free will and volition and therefore, it may be recorded before this LOK ADALAT held on 11.02.2023.

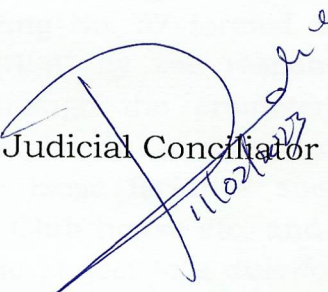
  
Complainant

For NEL Holdings South Limited

  
HARISH KUMAR M.D.

Respondent Promoter -  
(Authorized signatory)

  
Advocate Conciliator

  
Judicial Conciliator

Date: 11.02.2023  
Place: Bengaluru

**KARNATAKA STATE LEGAL SERVICES AUTHORITY**  
**BEFORE THE LOK ADALAT**  
**IN THE KARNATAKA REAL ESTATE REGULATORY AUTHORITY AT**  
**BENGALURU**

**DATED: 11<sup>TH</sup> DAY OF FEBRUARY 2023**

**: CONCILIATORS PRESENT:**

Sri. K. Palakshappa

..... Judicial Conciliator

AND

Smt. Sumathi M

..... Advocate Conciliator

**COMPLAINT NO. CMP-0870**

**Between**

Sri. Oommen Thomas

....Complainant

AND

M/s. Nitesh Estates Ltd.,  
Presently known as NHDPL South Pvt. Ltd.,  
(By: Mr. Harish Kumar M D,  
Authorized Signatory of the Respondent)

.....Respondent

**Award**

The dispute between the parties with regard to the complaint in the above case having been referred for determination to the Lok Adalat and the parties having compromised/settled the dispute in the matter, as per the joint memo filed during the Lok Adalat sitting on dated:11.02.2023, same is accepted. The settlement entered between the parties is voluntary and legal one.



The execution of this complaint stands disposed off as per the joint memo and joint memo is ordered to be treated as part and parcel of the award.

Judicial conciliator

Advocate conciliator

ಕರ್ನಾಟಕ ರಿಯಲ್ ಎಸ್ಟೇಟ್ ನಿಯಂತ್ರಣ ಪ್ರಾಧಿಕಾರ, ಬೆಂಗಳೂರು

ಫಿರ್ಯಾದು ನಂ: **CMP/180530/0000870**

ದಿನಾಂಕ: 27 ನೇ ಜುಲೈ 2018

ಫಿರ್ಯಾದುದಾರರು : Oommen Thomas

C-201, SJR Redwoods, Harlur Road,  
Ambalipura , Bengaluru -560102

ವಿರುದ್ಧ

ಎದುರಿದಾರರು : Rekha Bhat

Nitesh Long Island,  
Nitesh Estates Limited,  
Level- 7, Nitesh Timesquare, #8, M.G.Road,  
Bengaluru -560102

ಸೀರ್ಪು

ಫಿರ್ಯಾದುದಾರರಾದ Oommen Thomas ಇವರು ಎದುರಿ ಡೆವಲಪರ್ ವಿರುದ್ಧ ಈ ಫಿರ್ಯಾದನ್ನು ರೇಕಾ ಬಾಟ್ ಕಲಂ 31 ರಂತೆ ಸಲ್ಲಿಸಿರುತ್ತಾರೆ. ಎದುರಿ ಡೆವಲಪರ್ ಅಭಿವೃದ್ಧಿಪಡಿಸುತ್ತಿರುವ Nitesh Long Island ಇದರಲ್ಲಿ ಗ್ರಾಹಕರಾಗಿರುತ್ತಾರೆ. ಫಿರ್ಯಾದುದಾರರು 4.2 ಲಕ್ಷ ರೂಗಳಿಗೆ Site ಖರೀದಿಸಲು ಒಪ್ಪಿಕೊಂಡಿದ್ದರು. ದಿನಾಂಕ: 30/06/2015 ಕ್ಕೆ ಪ್ರಾಜೆಕ್ಟ್ ಮುಕ್ತಾಯಗೊಳಿಸಿ ಸ್ವಾಧೀನ ಕೊಡುವುದಾಗಿ ಹೇಳಿದ್ದರು. ಆದರೆ ಫಿರ್ಯಾದುದಾರರ ಪ್ರಕಾರ ಈ ಕೆಳಕಂಡ Amenities ಬಾಕಿ ಉಳಿದಿರುತ್ತದೆ.

1. Boundary wall is not completed in the layout.
2. Rain water harvesting is not developed.
3. 100% Roads are not developed.
4. 100% Pedestrian pathways are not developed.
5. Precast Kerbs are not developed.
6. Parks and open space development across project



is not done. 7. Club House work is not at started till now, which is supposed to be completed by 30-06-2015 it is almost 3 years over. 8. Swimming pool is not developed. 9. Tennis Court is not developed. 10. Dribble court is not developed. 11. Cricket nets not installed. 12. Children Play grounds not developed.

In view of the above said fact and circumstances of the case, we hereby request this court to grant following reliefs a. Direct the opposite to complete all pending works within two months from the date of the date of this complaint. b. The opposite party may be directed to pay 20% of interest for the amount pad by us as penalty for delay in completion of the project. c. The opposite party may be directly to pay a sum of Rs 10 lakhs as a compensation for the mental agony caused due to non-completion of the project in time. d. This court may blacklist the opposite party by not issuing PERA license for the existing projects, thereby restricting the opposite party misleading and cheating the public at large by giving false advertisement and printing false brochures and attracting public to invest their hard earned money.

ಆದ್ದರಿಂದ ಮೇಲ್ಕಂಡ Amenities ಮುಕ್ತಾಯಗೊಳಿಸಬೇಕು ಮತ್ತು Delay Compensation ಕೊಡಬೇಕೆಂದು ಕೇಳುತ್ತಾರೆ. ಅಲ್ಲದೆ ಪ್ರಾಜೆಕ್ಟ್ ಮುಕ್ತಾಯಗೊಳಿಸಿ ಸ್ವಾಧೀನ ಕೊಡುವವರೆಗೆ ಫಿರ್ಯಾದುದುರರಾದ ತಮಗೆ ಹಣವನ್ನು ಕೊಡುವಂತೆ ಒತ್ತಾಯಿಸುವುದನ್ನು ತಡೆಯಬೇಕು ಎಂದು ಕೇಳುತ್ತಾರೆ.

ಈ ಫಿರ್ಯಾದನ್ನು ನೋಂದಾಯಿಸಿಕೊಂಡು ಎದುರಿಗೆ ನೋಟೀಸ್ ನೀಡಲಾಯಿತು. ದಿನಾಂಕ:26/06/2018 ರಂದು ಇಬ್ಬರೂ ಹಾಜರಿದ್ದರು. ತಮಗೆ Delay Compensation ಕೊಡಿಸಿಕೊಡಬೇಕು ಮತ್ತು Amenities ಕೊಡಬೇಕೆಂಬುದು ಅವರ ಮೂಲ ಅಗ್ರಹ.





ವಾದ ಮಂಡಿಸುವಾಗ ಫಿರ್ಯಾದುದಾರರು ದಿನಾಂಕ: 18/06/2014 ರಂದು ಮತ್ತು 29/07/2016 ರಂದು ನಡೆದಿರುವ ಗ್ರಾಹಕ ಮತ್ತು ಡೆವಲಪರ್ ನಡುವೆ ನಡೆದಿರುವ Points Discussed in the meeting related with Nitesh Long Island ಸಲ್ಲಿಸಿರುತ್ತಾರೆ. ಅದರ ಪ್ರಕಾರ

**Points discussed:**

1. Completion date for the project- The completion date committed by Nitesh Estates Ltd., (NEL)
2. The architectural view of the club house is attached. It includes amenities like Fitness centre, salon, coffee shop, indoor sports, Banquet hall, convenience store and ATM, Library, crèche, pharmacy, consultation and admn room.
3. Project Approvals : HDFC has already approved the project. The other banks which are in the process of completing the due diligence of the project are Axis Bank, LIC, SBI and ICICI Bank.
4. Maintenance charge : Although the sale consideration and all other charges including the maintenance amount for the first year will have to be paid before registration, the maintenance charge will become applicable only from the date when the project is complete for which the completion date is 30<sup>th</sup> June, 2015.
5. Service tax and VAT : it was pointed out by the customers that the VAT and service tax amount was not qualified and that they had not considered that this would be applicable. It was pointed out that the price sheet clearly mentioned that the taxes would be payable extra and further that the sale agreement and the development agreement very clearly brings this out in detail.



6. Change in the power charges : the charge indicated at the time of launch was Rs. 45/- p.s.ft and it was also clearly indicated that this is approximate and would be subject to change. The reason why this is kept tentative is because these estimates are entirely controlled by the Govt departments and also involves incidental charges which have no basis. We regret that we have had to raise this but we do not have an option.
7. Sharing of JDA document: NEL will share a soft copy of the document against specific requests made to us.
8. Phasing of the project: There are certain plots which were initially in phase 3 but now been approved as a part of phase 2 by BIAA/PA. The terms of payment for customers in phase 3 and phase 2 have always been the same for release up to 90% of the value of the transaction.
9. In the JDA there is a truck weighing facility marked with in the proposed layout, therefore the customers expressed the concern of movement of trucks and safety. The truck weighing facility has been removed and the drawings having the BIAA/PA approval seal do not show any truck weighing facility. There is no intent and there will be no truck weighing facility in the development.
10. Club house – access to outsiders – club house is owned by the developers and the original owners of the land and will not be conveyed to the owners of plots in the development. Since the club house will not be conveyed they will retain the right to determine what is best for them. The plot owners will have the right to access of the club house subject to the terms and policies of the club house. The owners of the club house in this sense do have the rights to allow membership to individuals who are not plotters. But. We have no intention now of allowing access to outsiders.
11. Club house is not located in an area marked as CA area.



12. The customers wanted a confirmation from the company that there would be no more escalations in the prices of any elements apart from the above discussed – NEL confirmed that they do not foresee any such increase unless there are any Govt. changes in taxes or introduction of any other levies before the handover in June 2015. The terms of sale agreement and development agreement remain unchanged.

ಅವುಗಳನ್ನು ತಮಗೆ ಕೊಡುವುದು ಡೆವಲಪರ್ ಇವರ ಜವಾಬ್ದಾರಿಯಾಗಿರುತ್ತದೆ. ಅಲ್ಲದೆ Delay Compensation ಕೊಡುವ ವಿಚಾರಕ್ಕೆ ಬಂದಾಗ ಅವರ ಒಪ್ಪಂದ ಪತ್ರದಲ್ಲಿ ಅದರ ಬಗ್ಗೆ ಯಾವುದೇ ನಿಬಂಧನೆ ಇರುವುದಿಲ್ಲ. ವಾದ ಮಂಡಿಸಿದ ಸಂದರ್ಭದಲ್ಲಿ Agreement to Sell ನಲ್ಲಿರುವ 14 ನೇ ನಿಬಂಧನೆಯತ್ತ ತನ್ನ ಗಮನವನ್ನು ಸೆಳೆಯುತ್ತಾರೆ. ಅದರಲ್ಲಿ ಪರಿಹಾರ ಕೊಡುವ ಬಗ್ಗೆ ಏನು ಹೇಳುತ್ತಿಲ್ಲ. ಆದ್ದರಿಂದ ಪ್ರಾಧಿಕಾರವೇ ತನ್ನ ವಿವೇಚನೆ ಬಳಸಿ ಪರಿಹಾರದ ಮೊತ್ತವನ್ನು ನಿರ್ಣಯಿಸಬೇಕಾಗುತ್ತದೆ. Agreement to Sell ಮತ್ತು Construction Agreement ಇವುಗಳನ್ನು ದಿನಾಂಕ: 05/03/2014 ರಂದು ಬರೆದುಕೊಡಲಾಗಿದೆ. ಅವುಗಳ ಪ್ರಕಾರ ದಿನಾಂಕ: 30/06/2015 ಕ್ಕೆ ಪ್ರಾಜೆಕ್ಟ್ ಅನ್ನು ಮುಕ್ತಾಯಗೊಳಿಸಬೇಕಾಗಿತ್ತು. ಆದರೆ ಅದರಂತೆ ಡೆವಲಪರ್ ನಡೆದುಕೊಳ್ಳಲಿಲ್ಲ. ರೇರಾ ಕಾಯ್ದೆ ಜಾರಿಗೆ ಬಂದಾಗ ಅದರಲ್ಲಿ ತಮ್ಮ ಪ್ರಾಜೆಕ್ಟ್ ನ ಮುಕ್ತಾಯ ದಿನಾಂಕವನ್ನು 31/12/2018 ಎಂದು ತೋರಿಸಿರುತ್ತಾರೆ. ಇದರಿಂದಾಗಿ ಫಿರ್ಯಾದುದಾರರಿಗೆ ಡೆವಲಪರ್ ಇವರು 1 ಲಕ್ಷ ರೂಗಳ ಪರಿಹಾರವನ್ನು ಕೊಡುವಂತೆ ಆದೇಶಿಸುವುದು ಸೂಕ್ತವಾಗುತ್ತದೆ. ಏಕೆಂದರೆ ಡೆವಲಪರ್ ಇವರು ರೇರಾ ಕಾಯ್ದೆ ಜಾರಿಗೆ ಬಂದಿದ್ದರಿಂದ ತಮ್ಮ ಪ್ರಾಜೆಕ್ಟ್ ಮುಕ್ತಾಯದ ದಿನಾಂಕವನ್ನು ವಿಸ್ತರಿಸಲು ಅವಕಾಶವಿದೆ ಆದರೆ ಜೂನ್ 2015 ರಲ್ಲಿ ಮುಕ್ತಾಯಗೊಳಿಸಬೇಕಾದ ಪ್ರಾಜೆಕ್ಟ್ ಅನ್ನು ಈಗ ರೇರಾ ಕಾಯ್ದೆ ಜಾರಿಗೆ ಬಂದ ದಿನಾಂಕವನ್ನು ಕೊಟ್ಟಿರುವುದು, ಅದರ ಬಗ್ಗೆ ಫಿರ್ಯಾದುದಾರರಿಗೆ ಮಾಹಿತಿ ಕೊಡದಿರುವುದು ಡೆವಲಪರ್ ಇವರ ನಿರ್ಲಕ್ಷ್ಯತನವನ್ನು ತೋರಿಸುತ್ತದೆ.

ಅಲ್ಲದೆ ಫಿರ್ಯಾದುದಾರರ ಮತ್ತೊಂದು ಅಹವಾಲು ಎಂದರೆ ತಮಗೆ ನಿಗದಿಪಡಿಸಿದ ಫ್ಲಾಟ್ ಅನ್ನು ಬೇರೆಯವರಿಗೆ ಕೊಡಬಾರದು ಅಂತಲೂ ಸ್ವಾಧೀನ ಕೊಡುವವರಿಗೆ ಬೇರೆಯಾವುದೇ ಹಣಕ್ಕೆ Demand ಮಾಡಬಾರದು ಅಂತ ಹೇಳುತ್ತಾರೆ.

*[Handwritten signature and date 27/07/18]*



ಈ ಫಿರ್ಯಾದು ಹಿನ್ನೆಲೆಯಲ್ಲಿ ಹಾಗೂ ಸ್ವಾಧೀನ ಕೊಡುವಲ್ಲಿ ಆಗಿರುವ ದೀರ್ಘಕಾಲದ ವಿಳಂಬದಿಂದಾಗಿ (Inordinate delay) ಡೆವಲಪರ್ ಈಗ ಅಗ್ರಿಮೆಂಟ್ ನಲ್ಲಿ ಇರುವಂತೆ, ಒಪ್ಪಿಕೊಂಡಂತೆ ಫ್ಲಾಟ್ ಅನ್ನು ಫಿರ್ಯಾದುದಾರರಿಗೆ ಕೊಡತಕ್ಕದ್ದು. ಹಾಗೂ ಸ್ವಾಧೀನ ಕೊಡುವ ದಿನಾಂಕದವರೆಗೆ ಯಾವುದೇ ಬಾಕಿ ಹಣಕ್ಕೆ Demand ಮಾಡಬಾರದು. ಆದರೆ ಅದೇ ಸಮಯದಲ್ಲಿ ಫಿರ್ಯಾದುದಾರರು ಸ್ವಾಧೀನ ಪಡೆದುಕೊಳ್ಳುವಾಗ ಡೆವಲಪರ್ ಗೆ ಕೊಡಬೇಕಾದ ಹಣವನ್ನು ನೀಡತಕ್ಕದ್ದು. ಈ ಎಲ್ಲಾ ಅಂಶಗಳನ್ನು ಗಮನದಲ್ಲಿಟ್ಟುಕೊಂಡು ಈ ಕೆಳಕಂಡಂತೆ ಆದೇಶ:

### ಆದೇಶ

ಮೇಲೆ ಚರ್ಚಿಸಿದ ಕಾರಣಗಳಿಗಾಗಿ ಫಿರ್ಯಾದು ಸಂಖ್ಯೆ: **CMP/180532/0000870** ಅನ್ನು ಮಂಜೂರು ಮಾಡಲಾಗಿದೆ.

1. ಡೆವಲಪರ್ ಇವರು ಫ್ಲಾಟ್ ನ ಸ್ವಾಧೀನವನ್ನು ದಿನಾಂಕ: 31/12/2018 ರ ಒಳಗೆ ಕೊಡತಕ್ಕದ್ದು. ಫಿರ್ಯಾದುದಾರರು ತಮ್ಮ ಫಿರ್ಯಾದಿನಲ್ಲಿ ತೋರಿಸಿರುವಂತೆ ಬಾಕಿ ಉಳಿದಿರುವ ಸೌಕರ್ಯಗಳನ್ನು ಫಿರ್ಯಾದುದಾರರಿಗೆ ಫ್ಲಾಟ್ ನ ಸ್ವಾಧೀನ ಕೊಡುವ ವೇಳೆಗೆ ಪೂರೈಸಿ ಕೊಡತಕ್ಕದ್ದು. ಒಂದು ವೇಳೆ ಅದಕ್ಕೆ ತಪ್ಪಿದಲ್ಲಿ ಫಿರ್ಯಾದುದಾರರು ಲೇವಿ ಕಾಯ್ದೆ ಕಲಂ 18 ರಂತೆ ಪರಿಹಾರ ಪಡೆಯಲು ಅರ್ಹರಿರುತ್ತಾರೆ.
2. ಹಾಗೆಯೇ ಫ್ಲಾಟ್ ನ ಸ್ವಾಧೀನ ಕೊಡುವಾಗ ಫಿರ್ಯಾದುದಾರರಿಗೆ ರೂ.1,00,000/- ರೂಗಳನ್ನು ಕೊಡತಕ್ಕದ್ದು.
3. ಫಿರ್ಯಾದುದಾರರಿಗೆ ಕೊಡಲು ಒಪ್ಪಿಕೊಂಡಿರುವ ಫ್ಲಾಟ್ ನ ಸ್ವಾಧೀನದ ಬಗ್ಗೆ ನೋಟೀಸ್ ನೀಡುವವರೆಗೆ ಸದೇ ಪದೇ ನೋಟೀಸ್ ನೀಡಬಾರದು ಮತ್ತು ಅದೇ ಸಂದರ್ಭದಲ್ಲಿ ಫಿರ್ಯಾದುದಾರರು ಡೆವಲಪರ್ ಗೆ ಕೊಡಬೇಕಾಗಿರುವ ಬಾಕಿ ಹಣವನ್ನು ತಪ್ಪದೇ ಕೊಡತಕ್ಕದ್ದು.

ಫಿರ್ಯಾದುದಾರರಿಗೆ ಮತ್ತು ಎದುರಿದಾರರಿಗೆ ಈ ಆದೇಶದ ಬಗ್ಗೆ ಮಾಹಿತಿಕೊಡುವುದು.

[ಈ ತೀರ್ಪನ್ನು ಬೆರಳಚ್ಚುಗಾರರಿಗೆ ನೇರವಾಗಿ ಬೆರಳಚ್ಚು ಮಾಡುವ ಮೂಲಕ ದಿನಾಂಕ 27.07.2018 ರಂದು ಪ್ರಕಟಿಸಲಾಗಿದೆ].

(ಕೆ. ಪಾಲಾಕ್ಷಪ್ಪ)

Adjudicating officer