



ಕರ್ನಾಟಕ ರಿಯಲ್ ಎಸ್ಟೇಟ್ ನಿಯಂತ್ರಣ ಪ್ರಾಧಿಕಾರ

ಕಡತ ಸಂಖ್ಯೆ Comp. No: 590

ಪುಟ ಸಂಖ್ಯೆ

ವಿಷಯ

Mr. Ashutosh Gupta
Nitesh Long Island.

ಕಂಡಿಕೆ
ಸಂಖ್ಯೆ

ಟಿಪ್ಪಣಿ ಮತ್ತು ಆದೇಶಗಳು

CMP-590

11.02.2023

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

The complainant Sri. Ashutosh Gupta joined over phone call 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 24.09.2018 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. 590 has been closed as settled between the parties in the Lok Adalat in terms of the joint memo dated: 11.02.2023. The RRC, if any, issued against the respondent be recalled and issue intimation to concerned DC about the recall of the RRC in this case. The matter referred to conciliators to pass award.

For NEL Holdings South Limited

Nitesh Kumar
Authorized Signatory

11/2/23
Judicial Conciliator.

11/2/23
Advocate Conciliator.

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

DATED: 11TH DAY OF FEBRUARY 2023

: CONCILIATORS PRESENT:

Sri. I. F. Bidari

..... Judicial Conciliator

AND

Smt. Preethi N

..... Advocate Conciliator

COMPLAINT NO: CMP/180317/0000590

Between

Sri. Ashutosh Gupta

....Complainant

AND

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

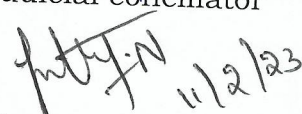
.....Respondent

Award

The dispute between the parties with regard to execution proceedings in the above case having been referred for determination to the Lok Adalat and the parties having compromised/settled the dispute in connection with execution proceedings 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 proceedings in the case 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

Complaint No. CMP-590

11.02.2023

Before the Lok-Adalat

The execution proceedings in this 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 execution proceedings in 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/180317/0000590**

Sri. Ashutosh Gupta

.....Complainant

-VS-

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

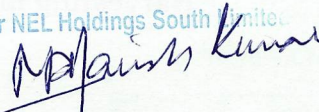
.....Respondent

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. 315 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 allowed on 24.09.2018 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.

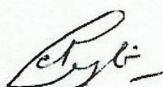


For NEL Holdings South Limited

Authorised Signatory

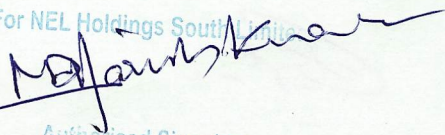
2. The respondent-promoter has stated that the construction of layout is completed; obtained permanent electricity connection to the layout, also constructed a huge capacity of Water Tank and installed Motor to pump water from the borewells to the said water tank, constructed STP plants, and Park and 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.
- v The promoter has agreed to provide Rainwater Harvesting facilities by 31 December 2023.



For NEL Holdings South India

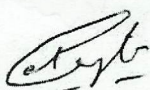


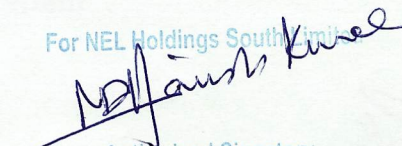
Authorised Signatory

- 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

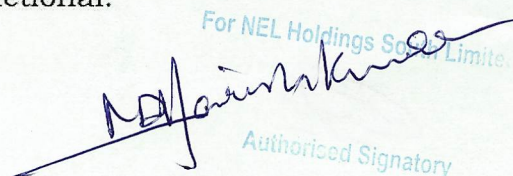
- i The promoter has agreed to complete the construction of Clubhouse and other amenities as given in the sale agreement between NLI promoters and buyers of NLI properties by 31 December 2023
 - i State of the Art Club House
 - ii Fitness Center
 - iii Swimming Pool
 - iv Tennis Court
 - v Dribble Court
 - 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.



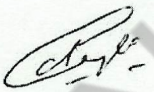
For NEL Holdings South Limited

Authorised Signatory

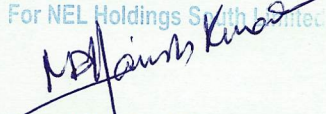
- ii The promoter has agreed to handover the layout with all relevant documentation after having completed and demonstrated that amenities and facilities mentioned above in a meeting of the NLI Owners Association office bearers to which all NLI owners are invited before 31 December 2023.
- iii The promoter 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.



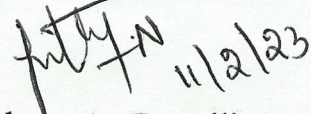

For NEL Holdings S... Limite.
Authorized Signatory

- 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.
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 31st 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

Authorized Signatory
HARISH KUMAR M.D
Respondent Promoter -
(Authorized signatory)


Judicial Conciliator


Advocate Conciliator

Date: 11.02.2023
Place: Bengaluru

ಕರ್ನಾಟಕ ರಿಯಲ್ ಎಸ್ಟೇಟ್ ನಿಯಂತ್ರಣ ಪ್ರಾಧಿಕಾರ, ಬೆಂಗಳೂರು

ಫಿರ್ಯಾದು ನಂ: CMP/180317/0000590

ದಿನಾಂಕ: 24 ನೇ ಸೆಪ್ಟೆಂಬರ್ 2018

ಫಿರ್ಯಾದುದಾರರು : ASHUTOSH GUPTA

1D 602, AKME ENCORE APTS,
ITPL MAIN ROAD, KUNDANHALLI,
Bengaluru - 560037

ವಿರುದ್ಧ

ಎದುರಿದಾರರು : Rekha Bhat

Nitesh Long Island,
NITESH ESTATES LIMITED,
Level 7, Nitesh Timesquare,
8, MG Road, Bengaluru - 560001

“ತೀರ್ಮಾನ”

ಫಿರ್ಯಾದುದಾರರಾದ ASHUTOSH GUPTA ಇವರು ಎದುರಿ ಡೆವಲಪರ್ ವಿರುದ್ಧ ಈ ಫಿರ್ಯಾದನ್ನು ರೇರಾ ಕಾಯ್ದೆ ಕಲಂ 31 ರಂತೆ ಸಲ್ಲಿಸಿರುತ್ತಾರೆ. ಎದುರಿ ಡೆವಲಪರ್ ಅಭಿವೃದ್ಧಿಪಡಿಸುತ್ತಿರುವ Nitesh Long Island, ಇದರಲ್ಲಿ ಗ್ರಾಹಕರಾಗಿರುತ್ತಾರೆ. ಅವರ ಫಿರ್ಯಾದು ಹೀಗೆ ಇರುತ್ತದೆ.

To, RERA, Karnataka Dear Sir This is with reference to Nitesh Long Island project in Devanhalli, developed by Nitesh Estates Ltd. This is to highlight that project is not completed by June 30th 2015 Following are list of issues not resolved by builders till date Outdoor
1. Swimming pool is not developed 2. Tennis court is not developed
3. Drivable Court is not developed 4. Cricket nets not installed 5.

24/09/18

Children Play grounds not developed Infrastructure 1. Boundary is not complete putting at risk security of prospective residents 2. Rain water harvesting is not developed 3. 100% Roads not developed 4. 100% Pedestrian pathways not developed 5. Precast Kerbs not developed. Land Scape 1. Parks and Open Space development across project is not done. Club House As per minutes agreed, Nitesh Estates Ltd has not even started development of club house which they committed to be completed by June 30 2015 as per minutes of meeting agreed on June 18 2014 With above level of incompleteness in project, we sough compensation from Nitesh Estates Ltd as per RERA guidelines for gross delay in completion of project. Regards
Ashutosh Gupta (Resident)

Relief Sought from RERA : Delay Compensation from Nitesh per RERA guidelines

ಈ ಫಿರ್ಯಾದನ್ನು ನೋಂದಾಯಿಸಿಕೊಂಡು ಎದುರಿಗೆ ನೋಟೀಸ್ ನೀಡಲಾಯಿತು. ದಿನಾಂಕ:25/06/2018 ರಂದು ಕೇಸನ್ನು ಕರೆಸಿದಾಗ ಫಿರ್ಯಾದುದಾರರ ಪ್ರತಿನಿಧಿ ಹಾಜರಿ, ಡೆವಲಪರ್ ಹಾಜರಿರಲಿಲ್ಲ. ದಿನಾಂಕ:31/07/2018 ರಂದು ಪಕ್ಷಕಾರರು ಹಾಜರಾಗಿದ್ದಾರೆ. ನಂತರ ತಕರಾರು Re- joinder ಸಲ್ಲಿಸಿದ ಸಂತರ ವಾದ ಕೇಳಿ ತೀರ್ಪಿಗೊಂದು ಇಡಲಾಯಿತು. ಫಿರ್ಯಾದುದಾರರು ಡೆವಲಪರ್ ಇವರಿಂದ Delay compensation ಕೇಳುತ್ತಾರೆ. ಅದಕ್ಕೆ ಉತ್ತರವಾಗಿ ಡೆವಲಪರ್ ಇವರು ಫಿರ್ಯಾದುದಾರರಿಗೆ ದಿನಾಂಕ:20/05/2015 ರಂದು ಕ್ರಯಪತ್ರ ಮಾಡಿಕೊಟ್ಟು ಕೊಡುವಿರುವ ಎಲ್ಲಾ ಸೌಲಭ್ಯಗಳನ್ನು ಕೊಟ್ಟಿರುವುದರಿಂದ ಅವರ ಫಿರ್ಯಾದು ನಿಲ್ಲತಕ್ಕದ್ದಲ್ಲ ಎಂದು ಹೇಳುತ್ತಾರೆ. ಅದಕ್ಕೆ ಉತ್ತರವಾಗಿ ಫಿರ್ಯಾದುದಾರರು Re-joinder ಸಲ್ಲಿಸಿದ್ದಾರೆ. ಅದರಲ್ಲಿ ಪ್ಯಾರಾ 7 ರಲ್ಲಿ ಈ ಕೆಳಕಂಡ Amenities ಕೊಟ್ಟಿರುವುದಿಲ್ಲ ಎಂದು ಹೇಳುತ್ತಾರೆ. ಅದು ಹೀಗೆ ಇರುತ್ತದೆ.

It is the case of the complainant that, the following amenities as assured under various agreements, advertisements and prospectus are not being either not delivered as per the specification agreed till date:

- i. Swimming pool is no developed

[Handwritten signature]
20/9/18

- ii. Tennis court is not developed
- iii. Dribble Court is not developed
- iv. Cricket nets not installed
- v. Children play grounds not developed
- vi. Boundary is not complete putting at risk security of prospective residents.
- vii. Rain water harvesting is not developed
- viii. 100% Roads not developed and in many places it has caved in and broken because of poor quality and developer failure to maintain it.
- ix. 100% Pedestrian pathways not developed. Most of the places the pathways are broken and not completed.
- x. Precast Kerbs not developed.
- xi. Parks and open space development across project is not done. Whatever is claimed by Nitesh to be completed so far is either a truncated one, short one and is a far deviation from what was agreed, promised by Nitesh as per "Landscape Concept design"
- xii. Club House

ಡೆವಲಪರ್ ಇವರು ತಮ್ಮ ಪ್ರಾಜೆಕ್ಟ್ ಅನ್ನು ಮುಕ್ತಾಯಗೊಳಿಸುವುದಾಗಿ 31/12/2018 ರಲ್ಲಿ ರೇರಾದಲ್ಲಿ ಹೇಳಿದ್ದಾರೆ. ಯಾವುದೇ ಗ್ರಾಹಕರಿಗೆ ಕ್ರಯ ಪತ್ರ ಮಾಡಿಕೊಟ್ಟ ತಕ್ಷಣ ಅವರ ಜವಾಬ್ದಾರಿ ಮುಕ್ತಾಯವಾಗಿರುವುದಿಲ್ಲ. ಏಕೆಂದರೆ ರೇರಾ ಕಾಯ್ದೆ ಕಲಂ 17(2) ರ ಪ್ರಕಾರ O/C ಅನ್ನು ತೆಗೆದುಕೊಂಡ ನಂತರದಲ್ಲಿ ಸ್ವಾಧೀನವನ್ನು ಕೊಡಬೇಕಾಗುತ್ತದೆ. ರೇರಾ ಕಾಯ್ದೆ ಕಲಂ 17(2) ರಲ್ಲಿ ಬರೆದಿರುವಂತೆ After obtaining the O/C and handover the physical possession to the allottees ಅಂದರೆ ಎಲ್ಲಾ ಸೌಲಭ್ಯಗಳನ್ನು ಒಳಗೊಂಡ ಸ್ವಾಧೀನ ಅಂತ ಅರ್ಪಣೆಗೊಳ್ಳುತ್ತದೆ.

ಡೆವಲಪರ್ ಇವರು ಸಲ್ಲಿಸಿರುವ ತಕರಾರಿನಲ್ಲಿ Club House ಗೆ ಸಂಬಂಧಪಟ್ಟ ಬಗ್ಗೆ ಮಾತ್ರ ತಮ್ಮ ವಿವರಣೆ ಕೊಡಲು ತಿಳಿಸಿರುತ್ತಾರೆ. ಉಳಿದ Amenities ಕೊಟ್ಟಿದ್ದೇನೋ ಇಲ್ಲವೋ ಎಂದು ಅವರು ಸ್ಪಷ್ಟವಾಗಿ ಹೇಳುವುದಿಲ್ಲ. ಗ್ರಾಹಕರು ತಮ್ಮ ವಾಸಕ್ಕೆ ಯೋಗ್ಯವಾದ ಫ್ಲ್ಯಾಟ್ ಅನ್ನು ಖರೀದಿಸಿದ ನಂತರ ಅದನ್ನು ಕೊಡಬೇಕಾದ ಜವಾಬ್ದಾರಿ ಡೆವಲಪರ್ ಅವರದ್ದು. ಅಲ್ಲದೆ ರೇರಾ ಕಾಯ್ದೆ ಕಲಂ 19 ಅನ್ನು ಓದಿಕೊಂಡರೆ ಈ ಅಂಶವು ಪೂರ್ಣ ಸ್ಪಷ್ಟವಾಗುತ್ತದೆ.

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Club House ಗೆ ಸಂಬಂಧಪಟ್ಟಂತೆ ಒಪ್ಪಂದ ಪತ್ರದ ನಿಬಂಧನೆ 12 ರ ಪ್ರಕಾರ ಗ್ರಾಹಕರು ಕೂಡಾ ನಡೆದುಕೊಳ್ಳಬೇಕಾಗುತ್ತದೆ. ಆದರೆ ಉಳಿದ ಸೌಲಭ್ಯಗಳಿಗೆ ಸಂಬಂಧಿಸಿದಂತೆ ವಿಳಂಬವಾಗುತ್ತದೆ. ಈ ಸಂಬಂಧ ಫಿರ್ಯಾದುದಾರರು ತಮಗೆ Delay Compensation ಕೊಡಿಸಬೇಕು ಅಂತ ಕೇಳುತ್ತಾರೆ. ಆದರೆ ಆ ಬಗ್ಗೆ ಯಾವುದೇ ನಿರ್ದಿಷ್ಟ ನಿಬಂಧನೆ ಇರುವುದಿಲ್ಲ. ಈ ಹಿನ್ನೆಲೆಯಲ್ಲಿ ಫಿರ್ಯಾದುದಾರರೇ ತಮ್ಮ re-joinder ಪ್ಯಾರಾ ನಂ. 24 ರಲ್ಲಿ ಹೀಗೆ ಹೇಳಿದ್ದಾರೆ.

It is an admitted fact that the developer has failed to provide basic amenities as per the agreed terms and specification as per the order dated 27/07/2018 in complain n9o CMP/171113/0000215, CMP/180314/0000571, CMP/180322/0000609, CMP/180508/0000815 And CMP/180530/0000870 of this Hon'ble authority. It also admitted fact that the developer has undertaken to complete the project by 31/12/2018 while registering the project under the Act. Hence it is deemed that the project is due for completion.

ಅದನ್ನು ಗಮನದಲ್ಲಿಟ್ಟುಕೊಂಡು ಡೆವಲಪರ್ ಇವರು ಫಿರ್ಯಾದುದಾರಿಗೆ ಮೇಲೆ ತೋರಿಸಿರುವ Amenities ಗಳನ್ನು ಕೂಡಲೇ ಕೊಡತಕ್ಕದ್ದು. ಇಲ್ಲವೇ ಕೊಟ್ಟಿರುವ ಬಗ್ಗೆ ಮೆಮೋ ಸಲ್ಲಿಸತಕ್ಕದ್ದು ಎಂದು ಆದೇಶಿಸಬೇಕಾಗುತ್ತದೆ.

ಅವುಗಳನ್ನು ತಮಗೆ ಕೊಡುವುದು ಡೆವಲಪರ್ ಇವರ ಜವಾಬ್ದಾರಿಯಾಗಿರುತ್ತದೆ. ಅಲ್ಲದೆ Delay Compensation ಕೊಡುವ ವಿಚಾರಕ್ಕೆ ಬಂದಾಗ ಅವರ ಒಪ್ಪಂದ ಪತ್ರದಲ್ಲಿ ಅದರ ಬಗ್ಗೆ ಯಾವುದೇ ನಿಬಂಧನೆ ಇರುವುದಿಲ್ಲ. ವಾದ ಮಂಡಿಸಿದ ಸಂದರ್ಭದಲ್ಲಿ ಒಪ್ಪಂದ ಪತ್ರದಲ್ಲಿ ಪರಿಹಾರ ಕೊಡುವ ಬಗ್ಗೆ ಏನು ಹೇಳುತ್ತಿಲ್ಲ. ಆದ್ದರಿಂದ ಪ್ರಾಧಿಕಾರವೇ ತನ್ನ ವಿವೇಚನೆ ಬಳಸಿ ಪರಿಹಾರದ ಮೊತ್ತವನ್ನು ನಿರ್ಣಯಿಸಬೇಕಾಗುತ್ತದೆ. ಡೆವಲಪರ್ ಇವರು ಒಪ್ಪಂದ ಪತ್ರದಲ್ಲಿರುವಂತೆ 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 ಮುಕ್ತಾಯ ದಿನಾಂಕವನ್ನು ವಿಸ್ತರಿಸಲು ಅವಕಾಶವಿದೆ.

Devi
Shankar

ಅಂತಿಮ ಆದೇಶ ಬರೆಯುವ ಮೊದಲು ಒಂದು ಮಾತು. ರೇರಾ ಕಾಯ್ದೆ ಕಲಂ 71(2) ಪ್ರಕಾರ ಫಿರ್ಯಾದುಗಳನ್ನು 60 ದಿನಗಳ ಒಳಗೆ ಇತ್ಯರ್ಥ ಪಡಿಸಬೇಕು. ಒಂದು ವೇಳೆ ಇತ್ಯರ್ಥ ಪಡಿಸಲು ಸಾಧ್ಯವಾಗದಿದ್ದರೆ ಅದಕ್ಕೆ ಪ್ರಾಧಿಕಾರವು ಕಾರಣಗಳನ್ನು ನೀಡಬೇಕಾಗುತ್ತದೆ. ಈ ಫಿರ್ಯಾದನ್ನು ದಿನಾಂಕ: 17/03/2018 ರಲ್ಲಿ ಸಲ್ಲಿಸಲಾಗಿದೆ. ಸದರಿ ಪ್ರಾಜೆಕ್ಟ್ ದಿನಾಂಕ:07/05/2018 ರಂದು ಅನುಮೋದನೆಗೊಂಡಿರುತ್ತದೆ. ಅದಾದ ನಂತರ ಪಕ್ಷಕಾರರಿಗೆ ನೋಟೀಸ್ ನೀಡಲಾಗಿದೆ. ದಿನಾಂಕ:31/07/2018 ರಂದು ಪಕ್ಷಕಾರರು ಹಾಜರಿ. ಹಾಗಾಗಿ ಈ ಪ್ರಕರಣವನ್ನು ಕಾಲಮಿತಿಯಲ್ಲಿಯೇ ಇತ್ಯರ್ಥಪಡಿಸಲಾಗುತ್ತಿದೆ. ಆದ್ದರಿಂದ ಈ ಕೆಳಕಂಡಂತೆ ಆದೇಶ:

ಆದೇಶ

ಮೇಲೆ ಚರ್ಚಿಸಿದ ಕಾರಣಗಳಿಗಾಗಿ ಫಿರ್ಯಾದು ಸಂಖ್ಯೆ: **CMP/180317/0000590** ಅನ್ನು ಮಂಜೂರು ಮಾಡಲಾಗಿದೆ.

ಫಿರ್ಯಾದುದಾರರು ಮೇಲೆ ತೋರಿಸಿರುವ Amenities ಗಳನ್ನು ಕೂಡಲೇ ಕೊಡತಕ್ಕದ್ದು. ಇಲ್ಲವೇ ಕೊಟ್ಟಿರುವ ಬಗ್ಗೆ ವೆಂಜೋ ಸಲ್ಲಿಸತಕ್ಕದ್ದು. ದಿನಾಂಕ:31/12/2018 ರ ಒಳಗೆ ಪ್ರಾಜೆಕ್ಟ್ ಮುಗಿಸಿ ಸವಲತ್ತುಗಳನ್ನು ಕೊಡತಕ್ಕದ್ದು. ಸವಲತ್ತುಗಳನ್ನು ಕೊಡಲು ವಿಳಂಬವಾಗಿರುವುದಕ್ಕೆ ಡೆವಲಪರ್ ಇವರು ಫಿರ್ಯಾದುದಾರರಿಗೆ ರೂ.1,00,000/- ರೂಗಳನ್ನು ಕೊಡತಕ್ಕದ್ದು.

ಫಿರ್ಯಾದುದಾರರಿಗೆ ಮತ್ತು ಎದುರಿದಾರರಿಗೆ ಈ ಆದೇಶದ ಬಗ್ಗೆ ಮಾಹಿತಿಕೊಡುವುದು.

[ಈ ತೀರ್ಪನ್ನು ಬೆರಳಚ್ಚುಗಾರರಿಗೆ ನೇರವಾಗಿ ಬೆರಳಚ್ಚು ಮಾಡುವ ಮೂಲಕ ದಿನಾಂಕ: 24.09.2018 ರಂದು ಪ್ರಕಟಿಸಲಾಗಿದೆ].

(ಕೆ. ಪಾಲಾಕ್ಷಪ್ಪ)

Adjudicating officer