

Cmp.8098


12.03.2022

Before the Lok-Adalath

The Complaint 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 the joint memo.

The complaint stands disposed off accordingly.


Judicial Conciliator.


Advocate Conciliator.



ಕರ್ನಾಟಕ ರಿಯಲ್ ಎಸ್ಟೇಟ್ ನಿಯಂತ್ರಣ ಪ್ರಾಧಿಕಾರ

ಕಡತ ಸಂಖ್ಯೆ CMP-8098

ಪುಟ ಸಂಖ್ಯೆ 3

ವಿಷಯ K. Javed Iqbal

Shriram Summit

ಕಂಡಿಕೆ
ಸಂಖ್ಯೆ

ಟಿಪ್ಪಣಿ ಮತ್ತು ಆದೇಶಗಳು

4)

CMP-8098

03.03.2022

As per the request of the complainants and Sri. J. C. Ramesh Authorised signatory of the respondent, this complaint is taken-up for amicable settlement in the National Lok Adalat to be held on 12.03.2022.

The complainants and Sri. J.C. Ramesh Authorised signatory of the respondent, in the Pre-Lok-Adalat sitting held on 03.03.2022 and have filed the joint memo(the copy of joint memo forwarded by the complainants through e-mail placed on record) stating that matter has been settled between the parties. The settlement entered between the parties is voluntary and legal one. Hence, settlement is accepted. For consideration of joint memo and award, matter is referred to Lok-Adalath to be held on 12.03.2022.

Complainant

Authorised signatory of the respondent.

Judicial Conciliator.

Advocate conciliator

BEFORE THE ADJUDICATING OFFICER, THE REAL ESTATE REGULATORY
AUTHORITY, KARNATAKA AT BENGALURU

CMP No. 8098/2021

BETWEEN:

K Javed Iqbal

... COMPLAINANT

AND:

M/s. Shriram Properties Limited

... RESPONDENT

**JOINT SETTLEMENT MEMO FILED BY THE COMPLAINANT AND
RESPONDENT**

The Complainant and Respondent most respectfully submit as follows:-

1. The Complainant has filed the above Complaint seeking for delay compensation before this Hon'ble Adjudicating Officer.
2. It is submitted that during the pendency of the above Complaint and after due discussions between the Complainant and Respondent with their respective counsels, have amicably resolved to settle the matter amongst themselves and thereby agreed to solve the dispute. The Parties have agreed as under and have decided to file the present Joint Settlement Memo and settle the aforesaid Complaint in accordance with the same.
3. The Parties have agreed to resolve all their disputes based on the following terms and conditions that have been mutually decided upon by them:-
 - a. The Complainant has accepted the Respondent's settlement offer of INR 5,00,000 (Rupees Five Lakhs Only) towards the delay compensation in respect of the Apartment No 19.11.03 booked by the complainant in Respondent Project known as 'Shriram Summit'. The Complainant has agreed that, Respondent shall have the aforesaid amount adjusted towards the final dues payable by Complainant.
 - b. The Complainant further agrees that upon adjustment of the aforesaid amount and obtaining the Occupancy Certificate for the Project by the Respondent, the Complainant shall complete all the formalities for registration of the Sale Deed in accordance with the terms and conditions of the Agreement for Sale dated 14.05.2018 executed between the Parties.




for Shriram Properties Limited


Authorised Signatory



4. That both the Parties have undertaken not to file any other case/proceedings before any court/authority/tribunal against each other with regards to the subject-matter of the complaint .
5. The Parties state that, they have no claim of whatsoever manner against each other either past, present or future other than what is agreed upon with respect to the complaint filed before Hon'ble Adjudicating officer which is the subject matter of this Complaint.
6. The Parties further state that there is no collusion or force, fraud or any undue influence in entering into the instant compromise and executing the Joint settlement memo

WHEREFORE, the Complainant and Respondent most humbly pray that this Hon'ble Adjudicating Officer may be pleased to consider this Memo on record and dispose the above Complaint as fully settled in the interest of justice and equity.

<p>or Shriram Properties Limited</p> <p></p> <p>Authorised Signatory</p> <p>Respondent</p>	<p></p> <p>K JAVED Iqbal</p> <p>Complainant</p>
<p></p> <p>Advocate for Respondent</p>	

Place: Bangalore

Dated: 03.03.2022