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TMP - 0963

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CMP - 9114

12.03.2022

As per the request of the complainant, and Sri. Girish Jain, Authorized signatory of the respondent/promoter, this complaint is taken-up for amicable settlement in the National Lok Adalat to be held on 12.03.2022.

The complainant sent signed and scanned Joint Memo, dated 11.03.2022 to the authorized E-mail ID of Karnataka Real Estate Regulatory Authority agreeing to settle the dispute with respondent. The respondent Firm's authorized signatory Sri.Girish Jain present before the Lok-Adalat and signed Joint Memo on 12.03.2022. The complainant also sent e-mail admitting the terms of Joint Memo and consenting to close the matter in terms of Joint Memo. We are satisfied that the settlement is voluntary between the parties and joint memo is taken on record and settlement is accepted since it is a voluntary and legal one. Hence, we proceed to pass the following:

ORDER

The joint memo filed by both the parties is hereby accepted. Hence, the matter is settled before the Lok-Adalat in terms of the joint memo.

The complaint stands disposed of accordingly.


Respondent/Developer


Judicial Conciliator


Non-Judicial Conciliator

BEFORE THE REAL ESTATE REGULATORY AUTHORITY/ADJUDICATIONG

OFFICER/LOK ADALAT AT BANGALURU

COMPLAINT NO - **CMP UR/220311/0009114**

COMPLAINANTS : Ashok Balasubramaniam

-Vs-



RESPONDENT : M/s Jains & Alliance Palm Ventures Pvt Ltd

JOINT MEMO

1. The parties to the complaint jointly submit that the promoter has already delivered possession of the plot under the registered Sale Deed in favour of the complainants.

2. The Complainants hereby agree to pay a sum of Rs.2.5 per month per sqft for the registered plot area to the promoter towards regular common maintenance of the project in advance within 10th day of beginning of every quarter for initial 2 years and on revision beyond 2 years. The first quarter payment shall be a post dated cheque on 01.07.2022. The regular common maintenance, at a minimum, will include the following:

A) Promoter to assign a dedicated Community Facility Manager, who is the Single Point of Contact (SPOC) for the Community residents, when the occupancy reach 50 Villas. Until then, JVV project head will act as the SPOC and will be available at the site on all working days and on Saturdays except for the Govt Holidays. Also SPOC will be available 24X7 for any emergency purpose.

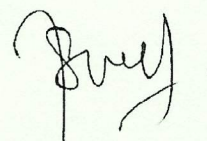
B) Promoter to assign Electrician(s) to the site and the Electrician will be available on call 24x7 for attending to electricity related issues in Villas and in Common facilities.

C) Promoter to assign Plumber(s) to the site and the Plumber will be available on call 24x7 for attending to water and plumbing related issues in Villas and in Common facilities.

D) Promoter to deploy a minimum of 6 personnel for Gardening and Housekeeping during the day time on all days (including weekends and holidays) for upkeep and maintaining of garden, streets/roads, watering of the garden, garbage collection & disposal and housekeeping of the community. Out of these, two personnel will spend two hours for housekeeping and 6 hours for garden upkeep. This minimum 6 number of personnel is corresponding to occupancy of 20 Villas and it will go up by one for every addition of 45 more Villas.

3. Promoter hereby undertakes to complete the works pertaining to Annexure A and Annexure B within 3 months from today. The works mentioned in the Annexure A pertain to group of allottees and works mentioned in Annexure B pertain to the complainants in this case, which will be carried out upon payment of balance dues. The said Annexure A and Annexure B are enclosed to this Joint Memo and agreed to be treated as part and parcel of this Joint Memo.

4. The Promoter has kept the corpus collected from the Complainants/Allottees at the time of allotment of plot/villa in the bank and maintenance expenses could not be covered within the interest from the corpus fund.



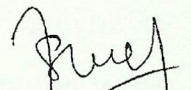
5. Parties further submits that except this dispute they have no dispute whatsoever against each other and submit that if there is any other claim/case pending between them before any forum or court, the same may be disposed of as settled in view of this joint memo having been entered into by both the parties.

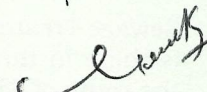
6. Parties after due deliberation of the above issues before the conciliator have agreed for disposal of the complaint as settled amicably between them and accordingly the Complaint bearing No. CMP/UR/220311/0009114 before RERA is deemed to have been withdrawn.

7. Parties further request that this compromise may be recorded and the complaint may be closed in the Bruhat Lok Adalath scheduled to be held on 12.03.2022.

Bengaluru:

Date: 12/3/2022


Complainants/Alottees


Respondent/Promoter

(Annexure-A)

1. Registration of Sites for all who paid 100%
2. Katha Transfer to owners who have paid 100%.
3. Uninterrupted 24 X 7 water supply to all Villas and Common Facilities
4. Uninterrupted Power provided to Villa and Common area facilities, including street lighting, using BESCOM power connection with an automatic power backup from Diesel Generator. Promoter will charge for electricity for each Villa monthly based on the number of units consumed as per the electricity meter installed at the Villa. The electricity charges will be computed based on the prevailing BESCOM residential rate.

Note: Diesel Generator backup for the Villas and Common facilities is subject to a maximum limit of Rs.10,000 per month towards Diesel Procurement. Any Diesel Procurement over and above Rs.10,000 per month shall be on actuals and distributed equally among all Villas. SPOC will be responsible for communicating any upcoming downtime of DG or alerting about the Diesel procurement threshold to Villa residents on an ongoing basis.

5. Street lighting, wherever required near the occupied villas and on the main streets
6. Sewage Treatment Plant to be made operational after upto 70% sufficient load is there in the STP tank and upto such point, basic maintenance of keeping the route of STP clean will be taken care by the promoter.
7. 24x7 Security: Security Guards provided at entry and exit points and for roaming through the streets of completed Villas on rotation basis. There will be a minimum of 5 Security Guards at any point of time at the site. This minimum number of Security Guards is corresponding to occupancy of 20 Villas and it will go up by one for every addition of 50 more Villas. The main gate shall have 4 CCTV Cameras linked to the Web. These Security Guards will also patrol the entire boundary, including the unwallled boundary, to monitor and safeguard the community from trespassers and encroachers.
8. A permanent solution of constructing a compound wall is to be done within 3 months of completion of project.
9. Regular Cleaning of bushes and Ant hills in the community in general and more specifically in all the adjacent sites/area surrounding the Villas upto a minimum of 50 ft in all directions. 1 personnel should be exclusively deployed for this purpose as a large portion of the Community has empty sites. No fire shall be used to remove bushes.
10. Corpus fund and associated interest: Corpus fund, associated interest and its usage will be transparent to all stakeholders at all times. Complete visibility on Corpus collected, utilized and remaining balance shall be provided to all owners on asking as well as displayed on monthly basis for viewing on Notice Board of Club House.



11. Club House operations-

- a. After 20 Villas are occupied, Club House shall be operational on all days with basic amenities (i.e) Badminton court, Tennis Court, Cricket Ground with pitch, Basketball Court, Squash Court along with clean floors and toilets & washrooms in clean usable condition.
- b. After 50 Villas are occupied other amenities like Swimming pool, Jacuzzi and Sauna will be operational on weekends and holidays.

12. Promoter to provide a secured office space with lock and key in the Club House premises to be used by the President of the JVV Welfare Association and SPOC for administrative purpose.

13. Possession Certificate for Villa who have paid 100%.

14. Final Statement of Accounts.

15. Possession Documents.

16. Property Tax receipts On individual payments.

17. Plumbing and Electrical Layouts/drawing for individual shall be shared by the promoter.

18. Motorable main road and cross roads with no potholes with clean landscape leading to the Plots/Villas to be regularly maintained.

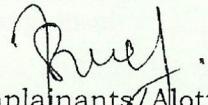
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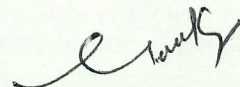
(Annexure-B)

1. Villa registration pending - 100% payment done
2. Need Payment receipts and "No Due Certificate"
3. CP/Sanitary fittings of Kohler Johnsons or equivalent
4. Exterior Painting
5. Final Coat inner Emulsion
6. Modular Kitchen and sink
7. Landscape & Plant fencing work
8. Broken tile relaying work
9. Marble floor polish
10. Debris/Bush cleaning
11. Texture finish for exterior walls
12. Wood polish for main doors
13. Termite treatment

Bengaluru:

Date: 12/3/2022


Complainants/Allottees


Respondent/Promoter