

ಕರ್ನಾಟಕ ರಿಯಲ್ ಎಸ್ಟೇಟ್ ನಿಯಂತ್ರಣ ಪ್ರಾಧಿಕಾರ,

Karnataka Real Estate Regulatory Authority,

# 1/14, 2nd Floor, Silver Jubilee Block, Unity Building Backside, CSI Compound,  
3rd Cross, Mission Road, Bengaluru-560027

**PROCEEDINGS OF THE AUTHORITY**

**Dated 21<sup>st</sup> April 2022**

<b>COMPLAINT NO.</b>	<b>CMP/210303/0007724</b>
<b>Complainant Name and Address</b>	<b>SHRI.Sriram Gururajan No.4/524, 4<sup>th</sup> Cross, Vinayagapuram Bagalur Road, Hosur Tamil Nadu : 635109</b>
<b>Promoter Name and Address</b>	<b>M/s.Shriprop Developers Private Limited 40/43, 8<sup>th</sup> Main, 4<sup>th</sup> Cross, RMV Extension Sadashivnagar, Bangalore : 560 080</b>
<b>Project Name and Address</b>	<b>SHRIRAM LIBERTY SQUARE Sy.No.5/7, 35/1, 38/1 &amp; 46, Andapura Village Attibele Hobli, Anekal Taluk</b>

**FACTS OF THE CASE**

1. This online complaint has been filed against the Project “**SHRIRAM LIBERTY SQUARE**”. This complaint is filed under Sec-31 of the Real Estate (Regulation and Development) Act, 2016. The Promoter of this project is **M/s.Shriprop Developers Private Limited**, 40/43, 8<sup>th</sup> Main, 4<sup>th</sup> Cross, RMV Extension, Sadashivnagar, Bangalore : 560 080.

2. It is submitted by the Complainant that there are some legal issues as per the opinion given by the Complainant's Advocate and further the Promoter/Respondent will not be able to complete and handover the apartment in time. Hence the Complainant has requested through mail and multiple visits to site of the Project for

*Viswamurthy*

seeking the refund of the booking amount. There is no proper response from the Promoter-Respondent. Hence this Complaint.

**RELIEF SOUGHT:**

a) Direct the Respondent to refund the Booking Amount paid by the Complainant.

**PROCEEDINGS BEFORE THE AUTHORITY:**

The Authority issued notices of hearing to both the parties on 12.04.2022 to appear on 21.04.2022. The Authority heard the case on 21.04.2022. The Complainant has appeared in person and was heard on 21.04.2022. The Respondent-promoter was represented by JSM Law Partners. During the hearing the Complainant and the advocate for Respondent-Promoter have submitted that they have amicably settled the matter and joint memo was signed and requested the Authority to take the memo on record and treat the case as Settled. In the joint memo submitted before the Authority, it is noted that the Respondent has agreed to refund the entire booking amount of Rs.50,000/- paid by the Complainant and accordingly the Respondent has paid the amount of Rs.50,000/- through cheque bearing No.001147 dated 14.4.2022 drawn on HDFC Bank, Fort Mumbai Branch, Maharashtra and both the Complainant and Respondent have undertaken not to file any other case against each other in respect of the present matter and have confirmed that the complaint stands settled, subject to the realization of the aforesaid cheque.

*Vishnuvaran*

**ORDER**

In view of the joint memo filed by the complainant and promoter-respondent and the complainant having acknowledged the receipt of the booking amount, the above complaint is closed as settled.

  
**(D.VISHNUVARDHANA REDDY)**  
**MEMBER-1**  
**FIFTH ADDITIONAL BENCH**  
**K-RERA**

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