ಕರ್ನಾಟಕ ರಿಯಲ್ ಎಸ್ಟೇಟ್ ನಿಯಂತ್ರಣ ಪ್ರಾಧಿಕಾರ

ಕಡತ ಸಂಖ್ಯೆ CMP.NO.10104 ಪುಟ ಸಂಖ್ಯೆ 01

ವಿಷಯ H.K. Shama Iyengar
Excise Layout.

ಕಂಡಿಕೆ ಸಂಖ್ಯೆ	ಟಿಪ್ಪಣಿ ಮತ್ತು ಆದೇಶಗಳು

29.10.2022

As per the request of the Complainant and respondent, this complaint is taken-up for amicable settlement before the National pre Lok Adalat held on 29.10.2022.

The complainant and the respondent have filed the joint memo stating that matter has been settled between the parties. The settlement entered into between the parties is voluntary and legal one. Hence, settlement is accepted.

29/10/22
Judicial Conciliator

Advocate conciliator

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BEFORE THE KARNATAKA REAL ESTATE REGULATORY AUTHORITY, AT BANGALORE

COMPLAINT NO. CMP/UR/221017/0010104

Between

Complainant: Sri. H K Shama Iyengar

And

Respondent No.1:M/s Sree Krishna Developers and Promoters.

Respondent No.2:M/s State Excise Multi-Purpose Co-operative Society Ltd.

JOINT MEMO

Parties to the above complaint after due discussion and deliberation of their dispute pertaining to the subject matter of the above complaint in presence of the conciliators of Lok Adalath have got their dispute settled amicably in the following terms:

1. Respondent No.1 is a promoter of a Real Estate Project known as M/s Sree Krishna Developers and Promoters a proprietorship concern represented by its Proprietor Sri. L. Gopinath, who is one of land owners of the lands in which the excise layout is undertaken to be developed. Respondents No. 2 is a M/s State Excise Multipurpose co-operative Society Ltd., represented by its President.

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2. The complainant has booked for a site bearing No.246 formed in several survey numbers more fully described in the schedule mentioned hereunder situated at Doddachimanahalli and Kundana Village of Devenahalli Taluk, Bengaluru Rural District through the respondent No.2 –Society and 1st respondent has undertaken to develop the layout and form sites. The Respondents have jointly under taken to deliver possession of the site to the complainant in terms of registered Agreement of sale dated 16/10/2019 entered into between the complainant and respondents.

3. At the time of parties entering into agreement, the price of the site was fixed at Rs.699/- per Sq. ft. Now it is agreed between the parties before the Lok Adalath that the price of the site per Sq. ft. is Rs.875/- as against Rs.699/- agreed at the time entering into agreement and complainant has undertaken to pay the difference value of the site to the Respondent No.2-Society before the jurisdictional Sub-Registrar, on 31.10.2022 the date schedule for registration of absolute sale deed and on the same date 2nd respondent shall issue the cheque for the said sum in favour of the 1st respondent.

4. On the date of execution and registration of sale deed itself, respondents shall issue possession certificate and deliver physical possession of the site to the complainant along with all amenities as agreed under the agreement.

5. Either to 1st respondent-promoter is maintaining the layout by meeting common expenditure such as payment of electricity charges, salary of

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security personnel and gardeners etc. Now it is agreed between parties that complainant shall pay a lump sum of Rs.9,000/- to the 1st respondent for the site measuring 1200 sq.ft. and same shall be paid on or before 05th November 2022 i.e., before registration of sale deed. 1st respondent is entitled to collect maintenance charges from other allottees in the aforesaid layout whether those persons are allotted sites from the share of the promoter or from share of the land owners depending upon measurement of their site in the same prorata basis mentioned herein above. 1st respondent-promoter shall form an association in accordance with law, within a year from the date of this order and shall hand over the common area and amenities along with necessary documents to the office bearers of the said Association. It is agreed between the parties that 1st respondent shall not demand any sum from the complainant either towards maintenance or towards any other charges after registration of sale deed in favour of the complaint.

6. Respondents while executing registered sale deed in favour of the complainant shall also issue necessary NOC addressing to the competent Authorities and shall hand over the same to the complainant, so as to enable him/her to approach the concerned authorities to obtain transfer of khatas and other permissions required, so as to avoid inconvenience to the complainant in future.

7. Respondents along with other land owners of the layout have already relinquished street and civic amenities sites in favour of Bangalore

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International Airport area planning Authority (BIAAPA) and Kundana Grama Panchayat by executing a relinquish deed dated 15.02.2022.

8. It is agreed between the parties that 1st respondent shall pay tax and other statutory charges payable to the concerned departments till the date of registration of absolute sale deed in favour of the complainant.

9. Parties have entered into this settlement out of their free will and volition and it is free from fraud, misrepresentation, undue influence and coercion.

10. Parties after understanding the terms and conditions of this settlement have signed this joint memo in presence of the conciliators of the Lok Adalath.

11. In the event of either of the parties to the complaint failing to perform their part of obligation indicated herein above, aggrieved party is at liberty to enforce this order in accordance with law.

12. Accordingly, the compromise is recorded and award is passed as required under law.

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SCHEDULE

All the piece and parcel of the immovable property's bear in Site No.246 layout form in the survey No. 11/3, 11/4, 14/2, 14/3, 14/6, 14/7, 14/8, 14/9 (old No. 14/4), 14/10, 15/2, 15/3, 15/6, 15/7, 15/8, 19/2, 19/3, 19/6, 19/7, 19/8, 22,26/1, 26/2, 27/4, 27/5, 28/1, 28/3, 28/4 & 207 situated at Doddachimanahalli and Kundana Village, Devanahalli Taluk, Bangalore District, total measuring 4000 sq. ft. and bounded on the

East : Road.

West : Site No.250 & 251

North : Site No.247

South : Site No.245.

Complainant

Respondent No.1
(M/s Sree Krishna Developers and Promoters)

Advocate for complainant

Respondent No.2
(M/s State Excise Multi-Purpose Co-operative Society Ltd.)

Place: Bengaluru
Date: 29/10/2022

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KARNATAKA SATE LEGAL SERVICES AUTHORITY

BEFORE THE LOK ADALAT

IN THE KARNATAKA REAL ESTATE REGULATORY AUTHORITY AT BENGALURU

DATED: 29th DAY OF OCTOBER 2022

: CONCILIATORS PRESENT:

Smt. Maheshwari S Hiremath ..... Judicial Conciliator

AND

Sri. Mohan Kumar M ..... Advocate conciliator

COMPLAINT NO: CMP/UR/221017/0010104

Between

Sri.H K Shama Iyengar .....Complainant

AND

1. Sree Krishna Developers & Promoters

2. State Excise Muliti Purpose Co-op Society Ltd .....Respondent/s

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Award

The dispute between the parties having been referred for determination to the Lok Adalat and the parties having compromised/settled the matter, as per the joint memo dated: 29.10.2022 filed during the pre Lok Adalat sitting on dated: 29.10.2022, same is accepted. The settlement entered between the parties is voluntary and legal one.

The complaint stands disposed of as per the joint memo and joint memo is ordered to be treated as part and partial of the award.

29/10/22

Judicial conciliator

Advocate conciliator