

FORTUR HOS	ಕರ್ನಾಟಕ ಲಯಲ್ ವಿಸ್ಟೇಟ್ ನಿಯಂತ್ರಣ ಪ್ರಾಧಿಕಾರ
ಕಡತ ಸಂ	ಖ್ಯೆ <u>CMP-8060</u> ಪುಟ ಸಂಖ್ಯೆ <u>04</u>
ವಿಷಯ	Poola Sesta venkata zamest
	S.S. Snowdrop
ಕಂಡಿಕೆ ಸಂಖ್ಯೆ	ಟಿಪ್ಪಣಿ ಮತ್ತು ಆದೇಶಗಳು
	CMP-8060
	12.11.2022
	As per the request of the Advocates for the parties, this
	complaint is taken-up for amicable settlement in the National
	Lok Adalat.
	The complainant and the respondent and Advocates for
	the parities are present in the Lok-Adalat held on 12.11.2022
	and have settled the dispute relating to the subject matter of
	the complaint and filed the joint memo, stating that matter
	has been settled between the parties in terms of the joint
	memo dated: 12.11.2022 entered between the parties. The
	settlement entered between the parties is a voluntary and
	local and Hange the gettlement is accented and the dispute

legal one. Hence, the settlement is accepted and the dispute

between the parties stated in the complaint is settled in terms of the joint memo dated: 12.11.2022. The conciliators to pass

award.

Advocate Conciliator.

Judicial Conciliator.

Managing Partner

CMP. No. 8060

12.11.2022

Before the Lok-Adalat

The above case 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 joint memo. The joint memo filed by the parties shall be part and parcel of award/order.

The complaint stands disposed off accordingly.

Judicial Conciliator.

Advocate Conciliator.

BEFORE LOK-ADALAT IN THE KARNATAKA REAL ESTATE REGULATORY AUTHORITY, AT BENGALURU COMPLAINT NO: CMP/210625/0008060

Complainant : 1. Mr. POOLLA SESHA VENKATA RAMESH

-Vs-

Respondent: M/s. S.S.Builders and Developers

JOINT MEMO

The complainant and the respondent in the above complaint jointly submit as under:

- 1. The complainant and the respondent and after due deliberation have got their dispute pertaining to the subject matter of the complaint settled amicably before the Lok Adalat, in terms of this joint memo dated:12.11.2022.
- 2. The respondent undertakes to obtain permanent electricity connection to the apartment in the project known as SS Snowdrop with individual meter to the flat of the complainant on or before 31/03/2023.
- 3. The complainant shall continue to pay Rupees Two Thousand only (₹2,000/-) every month from the date of this agreement towards the temporary electricity charges being supplied by the Respondent. However, the Respondent undertakes to ensure continuous power supply by paying the electricity bill to the BESCOM subject to the complainant paying the agreed sum of Rupees two thousand only (₹2,000/-) within one week from the date of demand by the Respondent as and when due and payable.
- 4. The complainant shall pay the electricity charges directly to the BESCOM once the permanent individual electricity connection is provided by the Respondent.
- 5. Parties are at liberty to negotiate between themselves with respect to arrears of electricity charges, if any, from the date of the complainant occupying the flat till the date of this settlement agreement.
- 6. The Respondent shall ensure that the two remaining lifts shall be installed and all the four lifts are functional on or before 31/03/2023.

FOR M/S. SS BUILDERS & DEVELOPEN.

Managing Partner



- 7. Amenities such as swimming pool, skating rink, functional sewage treatment plant and intercom facility shall be provided and rendered functional by the Respondent on or before 31/03/2023. Any other amenities not provided as agreed to by the parties in the agreement to sell and construction agreement shall be completed within the aforesaid stipulated period.
- 8. The Respondent undertakes to revive the third bore-well and also to install a fourth bore-well subject to availability of required space and necessary permissions from the concerned authorities.
- 9. The Respondent undertakes to complete all the pending work on or before 31/03/2023. The Respondent further undertakes to obtain Occupancy Certificate for the concerned flat/project of the complainant on or before 15/07/2023.
- 10. The Respondent shall pay a sum of Rupees Fifty Thousand only (₹50,000/-) to the complainant for breach of any of the terms of this settlement agreement. The complainant is at liberty to exercise his right and seek appropriate remedies in accordance with the law. The aforesaid Rupees fifty thousand only (₹50,000/-) shall be in addition to all the remedies available to the complainant under the law.
- 11. The Respondent shall facilitate the formation of the Association.
- 12. The Respondent shall also facilitate Khata registration in the name of the complainant with respect to the concerned flat, provided the respective charges/costs are borne by the complainant.

13. The complainant shall review the progress of the pending work in the presence of the Respondent or Respondent's authorised executive once in a month with prior notice.

Bengaluru.

Date: 12.11.2022

(POOLLA SESHA VENKATA MA NESIÀ)

Complainant/s/allottee/s

Advocate for Complainant/s/Allottee/s

Respondent/s/Promoter/s

Managing Partner

Advocate for Respondent/s/Promoter/s

KARNATAKA SATE LEGAL SERVICES AUTHORITY BEFORE THE LOK ADALAT

IN THE KARNATAKA REAL ESTATE REGULATORY AUTHORITY AT BENGALURU

DATED: 12TH DAY OF NOVEMBER 2022

: CONCILIATORS PRESENT:

SII. I.F.Didaii	Judiciai Concinator
AND	

COMPLAINT NO: CMP/210625/0008060

Between

...... Advocate conciliator

1. Mr. POOLLA SESHA VENKATA RAMESH Complainant (By:Shri.M.R Sunil Kumar, Advocate)

AND

Cai I D Didani

Sri. Preethi N

M/s.S.S.Builders and DevelopersRespondent (By:Shri. M.N. Sathisha, Advocate for respondent)

Award

The dispute between the parties having been referred for determination to the Lok Adalat and the parties having compromised/settled the matter, in terms of joint memo dated:12.11.2022 filed during the Lok Adalat held on dated:12.11.2022.

The complaint stands disposed off in terms of the joint memo dated:12.11.2022 and same shall be part and parcel of the award.

Judicial conciliator

Advocate conciliator