



ಕರ್ನಾಟಕ ರಿಯಲ್ ಎಸ್ಟೇಟ್ ನಿಯಂತ್ರಣ ಪ್ರಾಧಿಕಾರ

ಕಡತ ಸಂಖ್ಯೆ Cmp. No: 7867

ಪುಟ ಸಂಖ್ಯೆ

ವಿಷಯ

Mr. Srinivasan Thirugnanan
Jains Villa Vivianaa

ಕಂಡಿಕೆ
ಸಂಖ್ಯೆ

ಟಿಪ್ಪಣಿ ಮತ್ತು ಆದೇಶಗಳು

CMP- 7867

09.05.2023

As per the request of the Complainant No.1 who is also a GPA holder of the complainant No.2 and Sri. Girish Jain Authorized person of the respondent, the case is taken-up for amicable settlement, in the National Lok Adalat to be held on 08.07.2023.

Complainant No.1 Mr. Srinivasan Thirugnanan GPA holder of complainant No.2 and Sri. Girish Jain Authorized person of the respondent present, in the pre Lok-Adalat sitting held on 09.05.2023. The GPA holders of the complainant No.2 has filed the copy of GPA & Authorised person of the respondent filed extract of the board resolution of the respondent dated: 30.06.2021. The dispute in this case is settled as per the joint memo dated: 09.05.2023 filed during the pre Lok Adalat sitting. The settlement entered between the parties is voluntary and legal one and as per which the complainants have no further claims against the respondent whatsoever in the case. The dispute in this case is settled between the parties in the pre-Lok Adalat in terms of the joint memo dated: 09.05.2023. The matter referred to conciliators to pass award.

(Srinivasan Thirugnanan)

For Self & also
GPA holder of complainant
#2

[Signature]
Judicial Conciliator.

Advocate Conciliator.

For JAINS & ALLIANCE PALMS VENTURE PVT. LTD.
[Signature]
Authorized Signatory

[Signature]
Adv. for Respondent

**KARNATAKA STATE LEGAL SERVICES AUTHORITY
BEFORE THE LOK ADALAT
IN THE KARNATAKA REAL ESTATE REGULATORY AUTHORITY AT
BENGALURU
COMPLAINT NO - CMP/UR/210406/0007867**

Complainants : 1. Mr. Srinivasan Thirugnana
2. Mrs. Anuradha Srinivasan

-Vs-

Respondent : M/s Jains & Alliance Palm Ventures Pvt. Ltd.

JOINT MEMO

1. I **Srinivasan Thirugnana, Aged about 60 years, S/o Mr. Thirugnana Sambandam and Anuradha Srinivasan, Aged about 58 years, W/o Mr. Srinivasan,** submit that the promoter has already delivered possession of the plot for Villa No.284 under the registered Sale Deed.
2. I/We 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 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 upkeeping and maintaining of garden, streets/roads, watering of the garden, garbage

For JAINS & ALLIANCE PALMS VENTURE PVT. LTD.



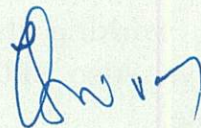

Authorise

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, is individual customer which will be carried out upon payment of balance dues. The said Annexure A and Annexure B are enclosed to this AFFDAVIT and agreed to be treated as part and parcel of this Affidavit.
4. The Promoter has kept the corpus collected from the 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 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 Affidavit signed by me.

Bengaluru

Date: 09.05.2023



Complainant No.1

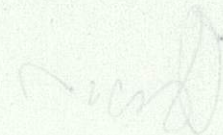
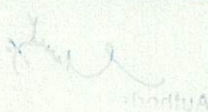
**(GPA Holder of complainant No.2)
For JAINS & ALLIANCE PALMS VENTURE PVT. LTD.**



Authorised Signatory

Authorised person of respondent

For JAINS & ALLIANCE PALMS VENTURE PVT. LTD.



(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

For JAINS & ALLIANCE PALMS VENTURE PVT. LTD.



Authorised Signatory

provided to all owners on asking as well as displayed on monthly basis for viewing on Notice Board of Club House.

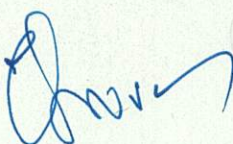
11. Club House operations-

- 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.

(Annexure-B)

1. Sit out area door alteration work due to termite issue – **Done** (Replacement with UPC doors if the termite treatment is found ineffective and the problem occurs again)
2. Entrance marble replacement due to major crack - **Pending**
3. Luxury items pending works as per agreement – **Partially Done** (solar heater & dish pending)
4. Need to fix the internal and external wall cracks & seepages and final touch-up - **Partially Done**
5. **Fix a tap, replace broken kitchen wall tiles and repair termite-affected frame – Pending**
6. Marble sill for the windows inside the Villa – **Pending**
7. Refund for modular kitchen – 1.3Lacs (agreed vide mail from CRM) – **Pending**
8. Maintenance amount to start from Oct 1, 2022 (agreed vide mail from CRM) – **Agreed**
9. Failure to complete the pending items or delay in addressing quality issues will attract penalty as per agreement

Authorised Signatory



For JAINS & ALLIANCE PALMS VENTURE PVT. LTD.

Authorised Signatory

Complaint No. CMP/UR/210406/0007867

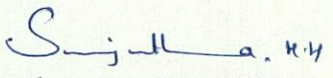
08.07.2023

Before the Lok-Adalat

The above case is taken up before the Lok-Adalat. The joint memo dated: 09.05.2023 filed by both the parties is hereby accepted. The dispute in the case between the parties is settled before the pre Lok-Adalat sitting held on 09.05.2023, as per joint memo dated: 09.05.2023. The said joint memo filed by the parties shall be part and parcel of award/order.

The case stands disposed off accordingly.


Judicial Conciliator.


Advocate Conciliator.

**KARNATAKA STATE LEGAL SERVICES AUTHORITY
BEFORE THE LOK ADALAT
IN THE KARNATAKA REAL ESTATE REGULATORY AUTHORITY AT
BENGALURU**

DATED: 8TH DAY OF JULY 2023

: CONCILIATORS PRESENT:

Sri. I. F. Bidari

..... Judicial Conciliator

AND

Smt. Sujatha H.H.

..... Advocate Conciliator

COMPLAINT NO: CMP/UR/210406/0007867

Between

1. Mr. Srinivasan Thirugnana
2. Mrs. Anuradha Srinivasan

..... Complainants

AND

Sandeep Mehta

M/s. Jains & Alliance Palm Ventures Pvt. Ltd

.....Respondent

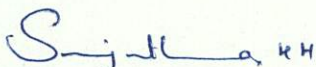
(By: Mr. Girish Jain, Authorized person of the Respondent)

Award

The dispute between the parties in the above case having been referred for determination to the Lok Adalat and the parties having compromised/settled the dispute in this case, as per the joint memo dated: 09.05.2023 filed during the pre Lok Adalat sitting, same is accepted. The settlement entered between the parties is voluntary and legal one.

The case stands disposed off as per the joint memo dated: 09.05.2023 and said joint memo is ordered to be treated as part and parcel of the award.


Judicial conciliator


Advocate conciliator