



ಕರ್ನಾಟಕ ರಿಯಲ್ ಎಸ್ಟೇಟ್ ನಿಯಂತ್ರಣ ಪ್ರಾಧಿಕಾರ

ಕಡತ ಸಂಖ್ಯೆ Cmp. No: 7767

ಪುಟ ಸಂಖ್ಯೆ

ವಿಷಯ

Sathish N Prabhu

Pashmina Waterfront Ph-I

ಕಂಡಿಕೆ
ಸಂಖ್ಯೆ

ಟಿಪ್ಪಣಿ ಮತ್ತು ಆದೇಶಗಳು

CMP- 7767

01.09.2023

As per the request of the complainant and Sri. Raju. M authorised person of the respondent, the above case is taken-up for amicable settlement, in the National Lok Adalat held on 09.09.2023.

The complainant and Sri. Raju. M authorised person of the respondent are present, in the pre Lok-Adalat held on 01.09.2023. The authorised person of the respondent has filed the copy of the authorization. The dispute involved in the above case is settled as per the joint memo dated:01.09.2023 filed during the Pre Lok Adalat sitting held today on 01.09.2023. The settlement entered between the parties is voluntary and legal one and as per which the complainant has no further claims against the respondent whatsoever in the above case. The dispute in the above case is settled between the parties in the Pre Lok Adalat sitting held on 01.09.2023 in terms of the joint memo dated: 01.09.2023. The matter referred to conciliators to pass award.

[Signature]
[SATHISH. N. PRABHU]

[Signature]
Judicial Conciliator.

[Signature]
Advocate Conciliator.

For LILY REALTY PVT. LTD.

[Signature]
Authorized Signatory

BEFORE THE HON'BLE KARNATAKA REAL ESTATE REGULATORY
AUTHORITY

LOK ADALAT

CMP/210309/0007767

BETWEEN:

Mr. Sathish N Prabhu

...

Complainant

AND

M/s Lily Realty Pvt. Ltd.

...

Respondent

JOINT MEMO

19/12/23
The Respondent has developed a project under the name "Pashmina Waterfront". Notably, the competent authority has issued Occupation Certificate in respect of the said project. The said project was delayed due to events not under the control of the Respondent but for Force Majeure events.

The complainant and the Respondent have amicably settled the dispute involved in this complaint.

1. The Complainant has filed the instant complaint against the Respondent herein in relation to Unit bearing No. T0125C in the project bearing the name "*Pashmina Waterfront Phase I*" ("*Unit*") seeking compensation from the respondent and direct the respondent not to harass the complainant till completion of the apartment as per construction agreement and to hand over apartment within specified time limit.
2. After due deliberation, during the pendency of the instant complaint before the Hon'ble Real Estate Regulatory Authority, Bengaluru, the Complainant and the Respondent have agreed to amicably settle their disputes in Lok Adalat.

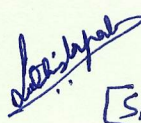
For LILY REALTY PVT. LTD.

Per. 11

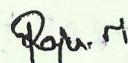
Authorized Signatory

Sathish N. Prabhu
(SATHISH.N.PRABHU)

3. In furtherance of the above, the Complainant and Respondent request for the instant complaint be disposed off as settled on the following terms:
- The Complainant hereby agrees to waive off any interest the Complainant may be entitled to claim towards delay in delivery of possession by the Respondent. The Respondent also agrees to waive off any interest the Respondent may be entitled to claim towards delay in payments to be made by the Complainant in accordance with the agreed Payment Schedule in the Construction Agreement and Agreement to Sell;
 - The Complainant has inspected the Unit and agreed to take over the possession of the Unit. The Complainant will not have any claim against the Respondent in regard to the Unit;
 - The respondent shall have to execute and register the sale deed in respect of the apartment after attending the incomplete snags in the unit being noticed by the both the parties during the spot inspection within one month from today with Occupancy Certificate.
4. The Complainant and the Respondent hereby agree that any and all claims of either party in relation to the subject matter of this complaint stand satisfied and no claims remain. If there is any claim by either of the parties to this complaint against the other before any other forum or Court relation to the subject matter, they have agreed that the same will also be disposed off as settled by the parties by filing an appropriate memo in such cases.
5. This settlement is in full and final settlement of all the disputes between the complainant and the Respondent and all the other notice /s, proceedings, if at all, will be formally withdrawn by the complainant after execution and registration of the sale deed.


[SATHISH N. PRABHUK]

For LILY REALTY PVT. LTD.


Authorized Signatory

6. The parties further request that the instant settlement be recorded in the National Lok Adalat to be held on 09.09.2023.

The instant memo may be taken on record in the interest of justice, equity and good conscience.

Place: Bengaluru

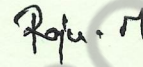
Date:01.09.2023



SATHISH. N. PRABHAKAR

Complainant

For LILY REALTY PVT. LTD.



Authorized Signatory

Authorised person of Respondent

NOT AN OFFICIAL COPY

Complaint No. CMP/210309/0007767

09.09.2023

Before the Lok-Adalat

The above case is taken up before the Lok-Adalat. The joint memo dated: 01.09.2023 filed by both the parties is hereby accepted. The dispute in the above case between the parties is settled before the Pre Lok-Adalat sitting held on 01.09.2023, as per joint memo dated: 01.09.2023. The said joint memo filed by the parties shall be part and parcel of award/order.

The execution proceedings in the above 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: 09TH DAY OF SEPTEMBER 2023

: CONCILIATORS PRESENT:

Sri. I. F. Bidari

..... Judicial Conciliator

AND

Ms. Likitha T. A

..... Advocate Conciliator

COMPLAINT NO: CMP/210309/0007767

Between

Mr. Sathish N Prabhu

..... Complainant

AND

M/s. Lily Reality Pvt. Ltd.,
(Rep. by Authorised person Mr. Raju. M)


.....Respondent

Award

The dispute between the parties in connection with execution proceedings 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:01.09.2023 filed during the Pre Lok Adalat sitting held on 01.09.2023, same is accepted. The settlement entered between the parties is voluntary and legal one.

The execution proceeding in the above case stands disposed off as per the joint memo dated: 01.09.2023 and said joint memo is ordered to be treated as part and parcel of the award.


Judicial conciliator


Advocate conciliator