



ಕರ್ನಾಟಕ ಲಿಯಲ್ ಎಸ್ಟೇಟ್ ನಿಯಂತ್ರಣ ಪ್ರಾಧಿಕಾರ

ಕಡತ ಸಂಖ್ಯೆ Cmp.No: 01287/2023

ಪುಟ ಸಂಖ್ಯೆ

ವಿಷಯ

Mr. Ashwini Kumar

Pashmina Water Front Phase-1

ಕಂಡಿಕೆ
ಸಂಖ್ಯೆ

ಟಿಪ್ಪಣಿ ಮತ್ತು ಆದೇಶಗಳು

CMP- 01287/2023

09.12.2023

As per the request of the complainant and Authorized Signatory of the respondent, the above case is taken-up for amicable settlement, in the National Lok Adalat held on 09.12.2023.

The complainant Mr. Ashwini Kumar joined over phone call and Mr. Raju M Authorized Signatory of the respondent present, in the Lok-Adalat held on 09.12.2023. The authorised person of the respondent has filed the copy of the authorization. The dispute in the above case is settled as per the joint memo, stating that matter has been settled between the parties in terms of the joint memo dated: 04.12.2023 and entered between them filed during the Lok Adalat on 09.12.2023. 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 Lok Adalat in terms of the joint memo dated:04.12.2023. The complaint is closed, as settled in the Lok Adalat. The matter referred to conciliators to pass award.


Judicial Conciliator.


Advocate Conciliator.

For LILY REALTY PVT. LTD.


Authorized Signatory

BEFORE THE HON'BLE KARNATAKA REAL ESTATE REGULATORY
AUTHORITY

LOK ADALAT

CMP/01287/2023

BETWEEN:

Mr. Ashwini Kumar

...

Complainant

AND

M/s Lily Realty Pvt. Ltd.

...

Respondent

JOINT MEMO

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 because of Force Majeure events which events are inclusive of the order passed by the Hon'ble NGT thereby halting work.

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. T0308A in the project bearing the name "Pashmina Waterfront Phase I" ("Unit") seeking refund of amount and compensation for delay and agony caused by the respondent.
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.
3. In furtherance of the above, the Complainant and Respondent request for the instant complaint be disposed off as settled on the following terms:
 - a. The Complainant hereby agrees to waive off any interest, the Complainant may be entitled to claim towards delay and agony 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;

For LILY REALTY PVT. LTD.

For M

Authorized Signatory

b. The Complainant has inspected the Unit and having satisfied with the same has agreed to take over or Assign the possession of the Unit after incomplete works shall be completed before Registration of Flat.

c. The Complainant hereby agrees to make payment of Rs. _____ /- (Rupees _____ Only) to the Respondent towards the balance amount payable for the Unit upon completion of the flat and intimation of Registration of the flat to the allottee.

d. The Respondent shall have to execute and register the sale deed in respect of the apartment after attending the incomplete snags in the unit to be mutually agreed by the both the parties during the spot inspection to be carried out within _____ month from today.

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.

6. The parties further request that the instant settlement be recorded in the court / _____ to be held on 09/12/2023.

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

Place: Bengaluru

Date: 04.12.2023

Presented on: 09/12/2023.
Rajiv M.
For LILY REALTY PVT. LTD.
(RAJIV. M)
Authorized Signatory

Complainants
For LILY REALTY PVT. LTD.
Rajiv M.

Authorized person of Respondent

Complaint No. 1287/2023

09.12.2023

Before the Lok-Adalat

The case is taken up before the Lok-Adalat held on 09.12.2023. The joint memo dated: 04.12.2023 in the Lok Adalat by both the parties is hereby accepted. Hence, the dispute in this complaint is settled before the Lok-Adalat as per joint memo dated: 04.12.2023. The joint memo filed by the parties shall be part and parcel of award/order.

The complaint referred above 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 DECEMBER 2023

: CONCILIATORS PRESENT:

Sri. I. F. Bidari

..... Judicial Conciliator

AND

Ms. Likitha T.A

..... Advocate Conciliator

COMPLAINT NO: 01287/2023

Between

Mr. Ashwini Kumar

..... Complainant

AND

M/s. Lily Realty Pvt. Ltd.,
(By:Mr. Raju M, Authorized Signatory)

.....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: 04.12.2023 filed during the Lok Adalat held on dated: 09.12.2023. The settlement entered between the parties is voluntary and legal one.

The complaint stands disposed off in terms of the joint memo and same are part and parcel of the award.


Judicial conciliator


Advocate conciliator