



ಕರ್ನಾಟಕ ರಿಯಲ್ ಎಸ್ಟೇಟ್ ನಿಯಂತ್ರಣ ಪ್ರಾಧಿಕಾರ

ಕಡತ ಸಂಖ್ಯೆ Comp.No: 00135/2023

ಪುಟ ಸಂಖ್ಯೆ

ವಿಷಯ

Sana Fatima

Pashmina Brookwoods

ಕಂಡಿಕೆ
ಸಂಖ್ಯೆ

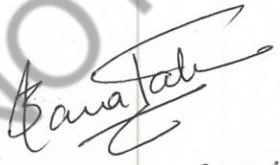
ಟಿಪ್ಪಣಿ ಮತ್ತು ಆದೇಶಗಳು

Complaint No: 00135/2023

21.02.2024

As per the request of the complainant and Mr. Raju. M Authorized Signatory of the respondent, the above case is taken-up for amicable settlement, in the National Lok Adalat to be held on 09.03.2024.

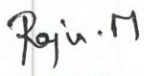
The complainant and Mr. Raju. M Authorized Signatory of the respondent present, in the pre-Lok-Adalat sitting held on 21.02.2024. The authorised person of the respondent has filed the copy of the authorization. The dispute in the above case is settled as per the joint memo, stating that matter has been settled between the parties in terms of the joint memo dated: 21.02.2024 entered between them filed during the pre Lok Adalat sitting on 21.02.2024. 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 in terms of the joint memo dated: 21.02.2024. The above case is closed, as settled in the Lok Adalat. The matter referred to conciliators to pass award.


(Sana Fatima)


Judicial Conciliator.


Advocate Conciliator.

For Shashwati Realty Pvt. Ltd.


Authorised Signatory





ಕರ್ನಾಟಕ ರಿಯಲ್ ಎಸ್ಟೇಟ್ ನಿಯಂತ್ರಣ ಪ್ರಾಧಿಕಾರ

ಕಡತ ಸಂಖ್ಯೆ Comp.No: 00135/2023

ಮಟ ಸಂಖ್ಯೆ

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ಕಂಡಿಕೆ ಸಂಖ್ಯೆ	ಟಿಪ್ಪಣಿ ಮತ್ತು ಆದೇಶಗಳು
	<p>As per letter No: KSLSA: 01/NLA/2024 dated: 04.03.2024, KSLSA, Bengaluru, the National Lok Adalat rescheduled to 16.03.2024 instead of 09.03.2024, hence conciliators to pass award on 16.03.2024 instead of 09.03.2024 as ordered earlier.</p> <p> Judicial Conciliator</p> <p> Advocate Conciliator</p> <p>NOT AN OFFICIAL COPY</p>

BEFORE THE HON'BLE KARNATAKA REAL ESTATE REGULATORY
AUTHORITY

LOK ADALAT

CMP/00135/2023

BETWEEN:

Ms. Sana Fatima

...

Complainant

AND

M/s Shashwati Realty Pvt. Ltd.

...

Respondent

JOINT MEMO

The Respondent has developed a project under the name "Pashmina Brookwoods". 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. B2E0909 in the project bearing the name "Pashmina Brookwoods" Block II seeking Return 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; However, the Respondent herein agreed to give/wave off an amount of Rs.1,50,000/- (Rupees One

For Shashwati Realty Pvt. Ltd.

Raju M

Authorised Signatory

Sana Fatima
(Sana Fatima)


Lakhs Fifty thousand only) towards total balance sale consideration payable by the complainant to the Respondent as a compensation and the complainant shall pay the entire balance consideration of Rs.5,84,706/- on or before registration of the sale deed.

- 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 Respondent shall have to execute and register the sale deed in respect of the apartment after attending the incomplete snags in the units to be mutually agreed by the both the parties during the spot inspection to be carried out within 75 days 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 Lok Adalath to be held on 09/03/2024

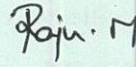
The instant memo may be taken on record in the interest of justice, equity and good conscience.

Place: Bengaluru

Date: 21.02.2024


(Same Faltma)
Complainant

For Shashwati Realty Pvt. Ltd.


Authorised Signatory
Authorised person of Respondent

Complaint No.00135/2023

16.03.2024

Before the Lok-Adalat

The above case was taken up before the pre-Lok-Adalat sitting held on 21.02.2024. The joint memo dated: 21.02.2024 filed by both the parties in the pre Lok Adalat sitting is hereby accepted. Hence, the dispute in this complaint is settled before the Lok-Adalat as per joint memo dated: 21.02.2024. The joint memo filed by the parties shall be part and parcel of award/order.

This complaint 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: 16TH DAY OF MARCH 2024

: CONCILIATORS PRESENT:

Sri. I. F. Bidari

..... Judicial Conciliator

AND

Ms. Sumathi M

..... Advocate Conciliator

COMPLAINT NO:00135/2023

Between

Mr. Sana Fatima

..... Complainant

AND

M/s. Shashwati Realty Pvt. Ltd.,

.....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 the matter, as per the joint memo dated:21.02.2024 filed during the pre-Lok Adalat sitting on dated:21.02.2024, same is accepted. The settlement entered between the parties is voluntary and legal one.

The case stands disposed off as per the joint memo: 21.02.2024 and said joint memo is ordered to be treated as part and parcel of the award.


Judicial conciliator


Advocate conciliator