



# ಕರ್ನಾಟಕ ಲಿಯಲ್ ವಿನ್ಯೇಟ್ ನಿಯಂತ್ರಣ ಪ್ರಾಧಿಕಾರ

ಕಡತ ಸಂಖ್ಯೆ Cmp.No: 7839

ಪುಟ ಸಂಖ್ಯೆ ೦೨

ವಿಷಯ Rosario Victor Almeida

Jains Villa Viviana

ಕಂಡಿಕೆ  
ಸಂಖ್ಯೆ

ಟಿಪ್ಪಣಿ ಮತ್ತು ಆದೇಶಗಳು


**CMP-7839**

**17.06.2022**

As per the request of the complainant and the respondent, this complaint is taken-up for amicable settlement in the National Lok Adalat to be held on 25.06.2022.

The complainant through video call and the authorised signatory of the respondent are present in the pre-Lok-Adalat sitting held on 17.06.2022 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: 17.06.2022 entered between them. The settlement entered between the parties is voluntary and legal one. Hence, settlement is accepted. For consideration of joint memo and award, matter is referred to Lok-Adalat to be held on 25.06.2022.

For JAINS & ALLIANCE PALMS VENTURE PVT. LTD.

  
Authorised Signatory

  
17/6/22  
Judicial Conciliator.

  
17/6/22  
Advocate Conciliator.

**CMP. No. 7839**

**25.06.2022**

**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 partial of award/order.

The complaint stands disposed off accordingly.

  
Judicial Conciliator.

  
Advocate Conciliator.

**BEFORE THE REAL ESTATE REGULATORY**

**AUTHORITY/ADJUDICATIONG OFFICER/LOK ADALAT, AT BANGALURU**

**COMPLAINT NO -CMP/UR/210325/0007839**

**Complainant:** Rosario Victor Almeida

**-Vs-**

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

**JOINT MEMO**

1. The parties to the complaint jointly submit that the promoter has already delivered possession of the villa bearing No. 88 under the registered Sale Deed dated: 04.02.2021 in favour of the complainant.

2. The Complainant hereby agree to pay a sum of Rs.2.5 per month per sq. ft. for the registered villa area to the promoter towards regular common maintenance of the project in advance within 10<sup>th</sup> day of beginning of every quarter for initial 2 years and on revision beyond 2 years commencing from today. The first quarter payment shall be a post-dated cheque on 01.08.2022. 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.

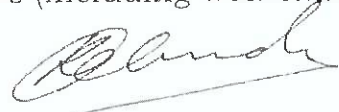
B) Promoter to assign Electrician(s) to the site and the Electrician will be available on call 24x7 for attending to electricity related issues in Villas and in Common facilities.

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 Housekceping during the day time on all days (including weekends and

For JAINS & ALLIANCE PALMS VENTURE PVT. LTD

  
Authorised Signatory



holidays) for up keeping and maintaining of garden, streets/roads, watering of the garden, garbage collection & disposal and housekeeping of the community. Out of these, two personnel will spend two hours for housekeeping and 6 hours for garden up keeping. 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 pertain to the complainants in this case, which will be carried out upon payment of balance dues. The said Annexure A and Annexure B are enclosed to this Joint Memo and agreed to be treated as part and parcel of this Joint Memo.

4. The Promoter has kept the corpus collected from the Complainant/Allottee at the time of allotment of villa in the bank and maintenance expenses could not be covered within the interest from the corpus fund.


5. Parties further submits that except this dispute 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 joint memo having been entered into by both the parties.

6. Parties after due deliberation of the above issues before the conciliators have agreed for disposal of the complaint as settled amicably between them and accordingly the Complaint bearing No.CMP/UR/210325/0007839 before RERA is deemed to have been withdrawn.

7. Parties further request that this compromise may be recorded and the complaint may be closed in the Lok Adalath scheduled to be held on 25.06.2022.

Bengaluru:

Date: 17.06.2022



Complainant/Allottee

Respondent/Promoter

For JAINS & ALLIANCE PALMS VENTURE PVT. LTD.



Authorised Signatory



**(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 BESCO 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 BESCO 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 unwalled 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 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-

For JAINS & ALLIANCE PALMS VENTURE PVT. LTD.

  
Authorised Signatory

  
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- 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.

Bengaluru:

Date: 17.06.2022



Complainant/Allottee

Respondent/Promoter

For JAINS & ALLIANCE PALMS VENTURE PVT. LTD.



Authorised Signatory

**ANNEXURE B - Villa 88 Pending works and snag list**

**Points:**

1. Inner Emulsion painting need to do one more coat. **pending**
2. Wood polishes for all window and doors final to be done. **Pending**
3. Door and grill Enamel final touch-up painting to be done. **Pending**
4. All doors and window shutters to be check proper functioning. **Pending**
5. Seepage areas to be arrest and repainting. **pending**
6. AC fixing pending. **pending**
7. Exhaust fan provision. **pending**
8. Geysers in 3 bathrooms. **pending**
9. CP and sanitary some fittings pending. **Will be completed**
10. Entire area cleaning pending. **Will be completed**
11. Some area grouting pending. **Will be completed**
12. External painting need to done. **Already completed stcco paint – to check**
13. Roof tile bottom should pack. **Plastering time already packed – to check**
14. Damaged roof tile need to fix. **Will be completed**
15. Broken glass and window should repair. **pending**
16. External crack should address. **will be completed**
17. Kitchen granite. **Pending. One Kitchen Drawer - Pending**
18. Electrical all points to be checked. **will be completed**
19. Garage door operating. **will be completed**
20. Duckliver painting. **will be completed**
21. Compound wall painting. **will be completed**
22. Masonry touch-up work. **will be completed**
23. Plumbing all points will be checked. **will be completed**
24. Staircase half done. **Will be completed**
25. Damaged Windows and Doors to be replaced - **Pending**
26. External Painting – **to be completed**
27. All Items as mentioned in Schedule – “E” of Supplementary Agreement dated 18.03.2013 to be completed including luxury items/specifications.

Bengaluru:

Date:17.06.2022

  
For WINS & ALLIANCE REAL ESTATE PVT. LTD.  
Comptroller/Authorise

  
Authorised Signatory

Respondent/Promoter

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

**DATED: 25<sup>TH</sup> DAY OF JUNE 2022**

**: CONCILIATORS PRESENT:**

Sri: I. F. Bidari ..... Judicial Conciliator

AND

Sri/Smt.: Preethi N ..... Advocate conciliator

**COMPLAINT NO: CMP/UR/210325/0007839**

**Between**

Mr. Rosario Victor Almeida ..... Complainant/s

(In Person)

AND

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

(By: Authorized Person of the 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: 17.06.2022 filed during the pre Lok Adalat sitting on dated: 17.06.2022, same is accepted. The settlement entered between the parties is voluntary and legal one.

The complaint stands disposed off in terms of the joint memo and joint memo is ordered to be treated as part and partial of the award.

  
Judicial conciliator

  
Advocate conciliator