



ಕರ್ನಾಟಕ ಲಿಯಲ್ ಎನ್ಫೋರ್ಸ್ ನಿಯಂತ್ರಣ ಪ್ರಾಧಿಕಾರ

ಕಡತ ಸಂಖ್ಯೆ COMP-7166

ಪುಟ ಸಂಖ್ಯೆ

ವಿಷಯ Prashanth

Antevorta Developers

ಕಂಡಿಕೆ
ಸಂಖ್ಯೆ

ಟಿಪ್ಪಣಿ ಮತ್ತು ಆದೇಶಗಳು

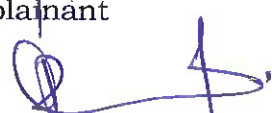
CMP-7166
25.06.2022


As per the request of the complainant and his advocate and authorized signatory of the respondent/developer this complaint is taken-up for amicable settlement in the National Lok Adalat to be held on 25.06.2022.

The complainant, his advocate and authorized signatory of the respondent/developer are present in the Lok-Adalath held on 25.06.2022 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: 25.06.2022 entered between them.

I made enquiry with the parties are which they are given for settlements. Hence, we hold that the settlement entered between the parties is voluntary and legal one and as such the settlement is accepted and closed the complaint as settled as per joint memo accompanied with settlement agreement.


Complainant


Advocate for the complainant


Authorized Signatory of Developer


Advocate Conciliator


Judicial Conciliator

CMP. No. 7166

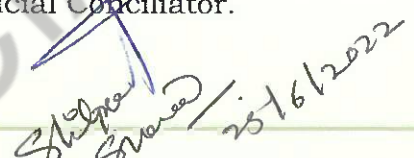
25.06.2022

Before the Lok-Adalat

The above case is taken up before the Lok-Adalath. The joint memo filed by both the parties is hereby accepted. Hence, the matter is settled before the Lok-Adalath as per joint memo. The joint memo filed by the parties shall be the part of the award/order.

The complaint stands disposed of accordingly.


Judicial Conciliator.


Advocate Conciliator.

BEFORE LOK-ADALAT IN THE KARNATAKA REAL ESTATE REGULATORY AUTHORITY, AT BENGALURU

COMPLAINT NO: CMP/201130/0007166

Complainant : Sri.Prashanth.G

-Vs-

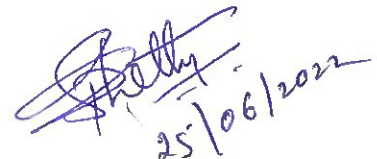
Respondent : Antevorta Developers Pvt.
Ltd.,

JOINT MEMO

The complainant and his advocate Sri. Ramachandra along with Sri. Chethan Prasad.P authorized signatory of the developer after discussing their dispute relating to the subject matter of the complaint has filed this joint memo stating that the matter is settled amicably between them under the following terms and conditions:

1. The complainant has agreed to search a prospective buyer on or before 31-07-2022.
2. The developer has agreed to execute the assignment agreement after collecting the assignment charges.
3. In case of sale to the prospective buyer the complainant has agreed to pay the assignment charges, pending BESCO charges and maintenance charges etc.,
4. In case the complainant has not trace out the prospective buyer within the said time he has agreed to receive the amount paid by him to the developer.
5. The developer has agreed to return the amount on or before 7th August 2022 paid by the complainant toward the purchase of the flat bearing No. C-502 in the Project Glen-gate after deducting all the outgoings. (Service tax VAT paid, GST, Franking charges, Interest charges, BESCO, maintenance charges at actuals, brokerage amount paid if any).
6. In case of refund of the amount by the developer, the complainant has agreed to provide loan pre-closure letter along with outstanding statement to the developer. The developer has agreed to discharge the bank loan and return the balance amount if any to the complainant.




25/06/2022

7. In case of refund of the amount, the complainant has agreed to execute the cancellation documents as per the normal standards of the developers.
8. The complainant and his advocate who are present before the conciliators have agreed for the above terms and conditions.
9. The parties after due deliberation have got their disputes pertaining to the subject matter of the complaint settled amicably before the Lok- Adhalath in terms of settlement of agreement enclosed to this joint memo.
10. Parties have entered into this settlement voluntarily on their free will and volition and it is free from any force or misrepresentation. Parties have agreed that this settlement shall not be used as precedent / evidence for any other case.
11. Parties hereby declare that they have no any other disputes or case pending before any other Courts or Forum pertaining to the subject matter of the above complaint. If there is any such dispute is pending before any Forum or Courts, the same may be closed as settled on either parties to this complaint by filing an appropriate memo in such dispute case.


Bengaluru:


Complainant

25-06-2022


Advocate for Complainant

Date: 25.06.2022


25/06/2022

Authorized signatory of Respondent

KARNATAKA STATE LEGAL SERVICES AUTHORITY

BEFORE THE LOK ADALAT

**IN THE KARNATAKA REAL ESTATE REGULATORY AUTHORITY AT
BENGALURU**

DATED: 25TH DAY OF JUNE 2022

: CONCILIATORS PRESENT:

Sri: K. Palakshappa

..... Judicial Conciliator

AND

Sri/Smt.: Shilpa Shard Shrikhande

..... Advocate conciliator

COMPLAINANT NO: CMP/201130/0007166

Between

Mr. Prashanth.

..... Complainant/s

(In Person)

AND

Antevorta Developers Private Limited.,
(Rep.By: Chethan Prasad P. Advocate)

.....Respondent/s

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:25.06.2022 filed during the Lok-Adalat sitting held on dated:25.06.2022, same is accepted. The settlement entered between the parties is voluntary and legal one.

The complaint stands disposed off, in terms of joint memo and joint memo is a part and partial of the award.

Judicial conciliator

Advocate conciliator