



ಕರ್ನಾಟಕ ರಿಯಲ್ ಎಸ್ಟೇಟ್ ನಿಯಂತ್ರಣ ಪ್ರಾಧಿಕಾರ

ಕಡತ ಸಂಖ್ಯೆ CMP-1061

ಪುಟ ಸಂಖ್ಯೆ 13

ವಿಷಯ Ajay Shankar

Cmp.1061 Nitesh Melbourne park

ಕಂಡಿಕೆ ಸಂಖ್ಯೆ	09/03/2022	ಟಿಪ್ಪಣಿ ಮತ್ತು ಆದೇಶಗಳು
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As per request of Sri. Harish Kumar M.D, Authorized person of the respondent the matter in connection with execution proceedings is referred to Lok Adalat to be held on 12/03/2022.

Adjudicating Officer/ Co-ordinator, Lok Adalat

K-RERA

CMP-1061

09.03.2022

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As per the request of Sri. Harish Kumar, Authorized person of the respondent the above case is taken-up for amicable settlement, in the National Lok Adalat to be held on 12.03.2022.

The complainant and Sri.Harish Kumar, Authorized person of the respondent, in the Pre-Lok-Adalat sitting held on 09.03.2022 settled the matter in terms of copy of the Joint memo dated : 05/03/2022 filed in connection with execution proceedings in this case. The settlement entered between the parties is voluntary and legal one and the complainant has no further claim against the respondent whatsoever. The settlement is accepted and consequently the execution proceedings in the above case has been closed as settled between the parties in terms of copies of aforesaid joint memo. For consideration of joint memo and award, matter is referred to Lok-Adalat to be held on 12.03.2022.

Judicial Conciliator.

For NHDPL South Private Limited

[Signature]
Authorised Signatory

[Signature] 44
Advocate Conciliator.

AT BANGALORECMP/180721/0001061BETWEEN:

**Mr. Ajay Shankar &
Mrs. Yogmaya Pradeep,**
#407, 5th B Main,
HRBR II Stage, Kalyan Nagar,
Bangalore 560043
Visakha Dist, - 531 036.

....Complainants

AND:

**NHDPL South Private Limited
(formerly known NHDPL Properties
Private Limited and Nitesh Housing Developers Pvt. Ltd.)**
No. 110, Level 1, Andrews Building,
M.G Road, Bengaluru - 560 001

....Opposite Party

JOINT MEMO

The Complainants herein have filed the above mentioned Complaint before this Adjudicating Officer seeking refund of booking amount / advance amount.

Subsequently, both Complainants and Opposite Party discussed between themselves with the spirit of arriving at an amicable resolution. After discussing all the issues and disputes, both parties have arrived at an amicable settlement.

1. The Complainants submit that, after negotiating with the Respondent company, settled the matter amicably with them and accordingly, the complainant has received Rs. 26,39,104/- on various dates by way DDs issued by Bank of Baroda as under:

- a. Rs.500,000/- DD.No. 1785 Dated : 04.03.2020
- b. Rs.350,000/- DD. No. 002204, Dated :04.03.2020
- c. Rs.500,000/- DD. No. 002268, Dated : 06.08.2020
- d. Rs.1,00,000/- DD. No. 002290, Dated : 13.08.2020

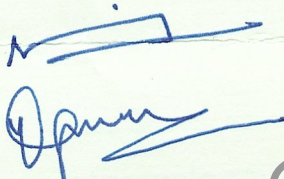
For NHDPL South Private Limited


Authorized Signatory

e. Rs.2,00,000/- DD. No. 002300, Dated : 29.08.2020

f. Rs.9,89,104/- DD. No. 002336, Dated : 30.09.2020

In view of the abovementioned Settlement arrived at between the parties, the Complainants request this Hon'ble Adjudicating Officer to record the above mentioned Settlement and dispose of the Complaint as withdrawn.



COMPLAINANTS

OPPOSITE PARTY

For NHDPL South Private Limited


Authorized Signatory

PLACE: Bangalore

Dated: 5th March 2022

Cmp.1061

12.03.2022

Before the Lok-Adalath

The case taken up before the Lok-Adalath. The joint memo dated : 05/03/2022 filed by both the parties is hereby accepted. Hence, the matter in connection with execution proceedings in the above case is settled and closed before the Lok-Adalat as per the joint memo.

The execution proceedings in the above case stands disposed off, as closed accordingly.


Judicial Conciliator.


Advocate Conciliator.

BEFORE ADJUDICATING OFFICER, RERA

BENGALURU, KARNATAKA

Complaint No. CMP/180721/0001061

Dated: 10th of October 2018

Complainant : . Ajay Shankar
F3, 3rd floor, Ligoury court, #7,
Palm Grove Road, Victoria Layout
Bengaluru Urban, Karnataka
560047

AND

Opponent : Nitesh Melbourn Park
Nitesh Housing Developers Pvt.
Ltd., Level 7, Nitesh Timesquare,
#8 MG Road, Bengaluru Urban,
Karnataka- 560001

J U D G E M E N T

1. Ajay Shankar, complainant under complaint no. CMP/180721/0001061 has filed this complaint under Section 31 of RERA Act against the project "Nitesh Melbourne Park" developed by Nitesh Housing Developer Pvt. Ltd., as the complainant is the consumer in the said project. The facts of the complaint is as follows:

Since we were looking for our dream home, we were approached by M/s. Nitesh Housing Developers (Pvt.) Ltd., who informed us about a new project coming up on Hennur Road under the name Nitesh Melbourne Park. It was informed to us that the project would be finished on or before 2020. Believing in the representations, we proceeded to enter into an agreement for sale and construction agreement on 08.07.2016. In furtherance of the agreement for sale and construction agreement we have paid a sum of INR. 27,47,338/- to the

Per
10/10/18

Developer as on date, out of which INR. 14,31,338/- has been paid by our Banker, M/s. Axis Bank, Jayanagar Branch with who we had a home loan for purchasing the apartment from the Developer. Having said this, we realized that the construction in the project was slow and even as on July, 2017, only excavation of A-Block had just started. Hence, it was obvious that the Developer could not complete the project within the agreed time. The Developer intimated us that we could terminate the agreements, if need be, and that if terminated, they would immediately refund the amount. They also informed us that the refund would be immediate as they had secured registration from this authority which laws had made it incumbent on the Developer to reserve fund for refunds. Subsequently, in this background, we terminated the agreement in August 2017 and requested for the amount. It is submitted that it has now been nearly 1 year from our termination and the Developer has not refunded the advance amount to us. Infact, in April 2018 as well as July 2018, we had issued emails to the Developer and sought for the refund. The Developer whilst admitting to the liability to refund, has been avoiding refunding the same.

Relief Sought from RERA : *Refund the advance amount of INR.27,47,338/-".*

2. On 10/8/2018 when the case was called, Complainant was present and the respondent was absent. The respondent had not appeared till 11/9/2018. In the absence of the developer, I heard the arguments of the complainant.
3. The complainant has sought for refund of Rs. 27,47,338/-. The reasons given by the Complainant regarding going far away from the project is very clear. The plea taken by the Complainant has not been opposed by the developer even though summons has been issued through mail. It means the developer has failed to meet the claim of the complainant.
4. However as per their agreement, clause 3.5 specifies that the complainant has agreed to forfeit 18% of his amount paid to the developer, but the developer has failed to respond. Moreover the developer has received the amount in the year

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2016 but till this day there is no hope of completion of the project. The developer has given completion date as 2020 to the RERA. Hence question of forfeiture does not arise.

5. The complainant has filed the Xerox copy of the judgment passed by this authority wherein the developer has been directed to refund the amount with interest.
6. Before passing the final order I would like to say that as per section 71(2) of RERA the complaint shall be disposed off by the Authority within 60 days from the date of receipt of the complaint. This complaint was filed on 21/07/2018. As per SOP, 60 days shall be computed from the date of appearance of the parties. In this case the Complainant was present on 10/08/2018. It means the case is being disposed off within 60 days. With this observation I proceed to pass the order.

ORDER

The Complaint filed by the complainant bearing No. CMP/180721/0001061 is allowed by directing the developer to pay the amount of Rs. 27, 47,338/- within 30 days from the date of order. In case of failure the principal amount shall carry interest @10.75% from 31st day.

Intimate the parties regarding this order.

(Typed as per dictation Corrected, Verified and pronounced on 10/10/2018)

Adjudicating Officer