



ಕರ್ನಾಟಕ ರಿಯಲ್ ಎಸ್ಟೇಟ್ ನಿಯಂತ್ರಣ ಪ್ರಾಧಿಕಾರ

ಕಡತ ಸಂಖ್ಯೆ Cmp.1160

ಪುಟ ಸಂಖ್ಯೆ 5

ವಿಷಯ Lakshmi Narayana Kondur
Nitesh Melbourne park.

ಕಂಡಿಕೆ ಸಂಖ್ಯೆ	ಟಿಪ್ಪಣಿ ಮತ್ತು ಆದೇಶಗಳು
1) Cmp.1160 05/03/2022	As per request of Sri. Harish Kumar M.L. 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
2) CMP-1160 05.03.2022	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 Advocate for the complainant and Sri. Harish Kumar, Authorized person of the respondent, in the Pre-Lok-Adalat sitting held on 05.03.2022 settled the matter in terms of copy of the Joint memo dated : 10/02/2022 and copy of MOS dated : 10/02/2022 already 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 and MOS. For consideration of joint memo and award, matter is referred to Lok-Adalat to be held on 12.03.2022. Judicial Conciliator. Advocate Conciliator.

M. D. Harish Kumar
Authorized Signatory
[M.D. HARISH KUMAR]

BEFORE THE HON'BLE ADJUDICATING OFFICER, RERA
AT BANGALORE

CMP/180820/0001160

BETWEEN:

Mr.KONDURI LAKSHMINARAYANA

12-155, Annadanapu Vari Street,
Near Head Post Office,
Chodavaram,
Visakha Dist, - 531 036.

(Represented by his Advocate/
Authorised person Raghunath M.S)

...Complainant

AND:

NHDPL South Private Limited

(formerly known NHDP 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 Complainant herein have filed the above mentioned Complaint before this Authority seeking refund of booking amount /advance amount.

Subsequently, both Complainant 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.

Both parties, have now, vide Memorandum of Settlement dated 10th February 2022 resolved and settled all the disputes and issues, and signed the Memorandum of Settlement. The Copy of the said Memorandum of Settlement is enclosed.

As per the terms of the above mentioned MOS, no claims, differences and/or disputes are pending between the Parties and no further claims or disputes will be raised by either party in connection with the issues arising in the present Complaint.



For NHDPL South Private Limited


Authorised Signatory

The Respondent herein has paid a sum of **Rs.400,000/- (Rupees Four Lakhs Only)** towards full and final settlement with regard to refund of booking amount paid by the Purchasers/Allottee for the apartment No.K0206 and the Purchaser/Allottee agree to receive the said amount of **Rs.400,000/- (Rupees Four Lakhs Only)**

The refund amount is paid as mentioned below

- DD No.184703 for **Rs.400,000/- (Rupees Four Lakhs Only)** dated **09th Dec 2021** drawn on HDFC Bank, Kasturba Gandhi Marg Bangalore - 560 001.

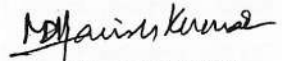
The copies of the DDs are enclosed herewith for your ready reference.

In view of the abovementioned Memorandum of Settlement dated 10th February 2022 arrived at between the parties, the Complainants request this Hon'ble RERA to record the above mentioned Memorandum of Settlement dated 10th February 2022 and dispose of the Complaint as withdrawn.



COMPLAINANT

For NHDPL South Private Limited

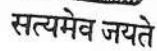


Authorised Signatory

OPPOSITE PARTY

PLACE: Bangalore

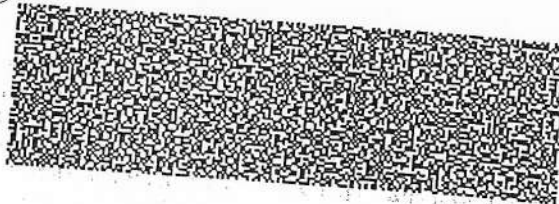
Dated: 10.02.2022



Government of Karnataka

e-Start

Certificate No.	: IN-KA86995197625532T
Certificate Issued Date	: 22-Dec-2021 11:46 AM
Account Reference	: NONACC (FI)/ kaksfcl08/ HALASURU/ KA-BA
Unique Doc. Reference	: SUBIN KAKAKSFCL0819704475675122T
Purchased by	: NHDPL SOUTH PRIVATE LIMITED
Description of Document	: Article 48 Settlement
Property Description	: MEMORANDUM OF SETTLEMENT
Consideration Price (Rs.)	: 0
	(Zero)
First Party	: KONDURI LAKSHMI NARAYANA
Second Party	: NHDPL SOUTH PRIVATE LIMITED
Stamp Duty Paid By	: NHDPL SOUTH PRIVATE LIMITED
Stamp Duty Amount (Rs.)	: 200
	(Two Hundred only)



Please write or type below this line

MEMORANDUM OF SETTLEMENT

This memorandum of settlement ("**MoS**") is executed at Bengaluru, on this 10th day of February 2022.

[Handwritten signature]

South Private Limited

~~Authorised Signatory~~

Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at 'www.shcilestamp.com' or using e-Stamp Mobile App of Stock Holding.
2. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
3. The onus of checking the legitimacy is on the users of the certificate
3. In case of any discrepancy please inform the Competent Authority.

BY AND BETWEEN

Mr.Konduri Lakshmi Narayana S/o. Mr.K.Bulli Abbai, aged about 45 years, residing at C/o. Mr.K.Mangaraju, 12-155, Annadanapu Vari Street, Near Head Post Office, Chodavaram, Visakha Dist, - 531 036, represented by his advocate Raghunath M.S hereinafter called the **"PURCHASER /ALLOTTEE** (Which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her/their heirs, executors, administrators, successors-in-interest and permitted assigns).

AND

NHDPL South Private Limited, (formerly known NHDPL Properties Private Limited and Nitesh Housing Developers Pvt. Ltd.), A Company incorporated under the Companies Act, 2013, CIN : U45201KA2007PTC044553, PAN: AACCN6510F, having its Registered Office at : No. 110, Level 1, Andrews Building, M.G Road, Bengaluru - 560 001, represented by its Authorized Representative, hereinafter called the **"DEVELOPER/PROMOTER"** (shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest and permitted assigns) of the **SECOND PART**;

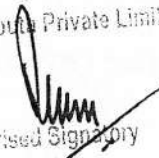
(Each of the abovementioned parties shall hereinafter individually be referred to as the **"Party"** and collectively be referred to as the **"Parties"**).

WHEREAS:

- A. The Purchaser/s had expressed his willingness to purchase residential apartment bearing **No. K-0206**, on the **Second Floor** of **Block ' K '** measuring **1738.35 Sq. Ft.** of super built up area in the project **'NITESH MELBOURNE PARK'** together with right to use **One** Independent Car Parking Space.
- B. Accordingly the Purchaser, **Mr.Konduri Lakshmi Narayana** paid **Rs.4,00,000/- (Rupees Four Lakh Only)** to the Developer towards unit no. **K0206** in the project **'NITESH MELBOURNE PARK'**.



NHDPL South Private Limited
Authorized Signatory



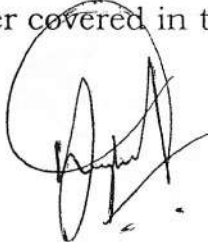
Terms of understanding between the Purchasers and the Developer/ NHDPL South Private Limited, (formerly known as NHDPL Properties Private Limited and Nitesh Housing Developers Pvt.Ltd.), are as follows:

The Purchaser/Allottee and Developer have reconciled the amount payable under the above mentioned Booking from their own free will and without any coercion or force have agreed on the following terms and conditions:

- i. The Developer hereby agrees to pay a sum of **Rs.400,000/- (Rupees Four Lakhs Only)** towards full and final settlement with regard to refund of booking amount paid by the Purchasers/Allottee for the apartment **No.K0206** and the Purchaser/Allottee agree to receive the said amount of **Rs.400,000/- (Rupees Four Lakhs Only)**

The refund amount is paid as mentioned below

- DD No. **124703** for **Rs.400,000/- (Rupees Four Lakhs Only)** dated **09th Dec 2021** drawn on HDFC Bank, Kasturba Gandhi Marg Bangalore – 560 001.
- C. The Purchaser/Allottee hereby acknowledge the receipt of the amount of **Rs.400,000/- (Rupees Four Lakhs Only)** as referred above from the Developer towards the full and final settlement of all dues and claims of whatsoever. Which is also payable under Order Dated **17/11/2018** of **RERA disposed**. Further the Purchaser/Allottee hereby agrees and undertakes to withdraw **CMP/180820/0001160** filed before RERA reporting full and final Settlement.
- D. The Purchaser/Allottee hereby agrees to withdraw **CMP/180820/0001160** filed before RERA Court at Bangalore against the Developer.
- E. The Parties further agree that upon the execution of this MoS, all claims that the parties have and/or may have against each other shall stand fully and finally settled pursuant to the realization of the amount by way of the above mentioned DD. Further the Purchaser/Allottee shall have no further claims whatsoever against the Developer or each other in any manner to the extent and manner covered in this MoS.




For NHDPL South Private Limited


Authorized Signatory

- F. The purchaser/Allottee hereby agree that in view of settlement arrived as per this MoS there shall not be any further claim of whatsoever against the Developer. Upon receipt of the said DD, the Purchaser/Allottee shall handover the original booking form, allotment letter and receipts and the Purchaser/Allottee also agree that they shall not have any right, title or interest over the apartment bearing **No.K0206** in the project "**NITESH MELBOURNE PARK** " allotted to the Purchaser/Allottee.
- G. This settlement is Final and Binding on the parties forever and they waive all rights of appeal or recourse to any court questioning the validity of this MOS. The purchaser/Allottee hereby agrees that the Developer is at full liberty to cancel the Apartment **No.K0206** in the project "**Nitesh Melbourne Park**". The Developer hereby confirm that the said project has been cancelled and this unit will not be assigned/re-allotted to any other third party
- H. The Purchaser/Allottee hereby agrees to indemnify the Developer in case any loss is caused to them by virtue of this transaction directly or indirectly.
- I. The parties upon agreeing to the terms and conditions as mentioned above have voluntarily and with free will have signed this MoS to the fullest satisfaction.
- J. The parties herein have entered into this Memorandum of Settlement voluntarily, with sound minded and with free will.
- K. It is hereby agreed between the parties that the Purchaser/Allottee / Complainant will not disclose the receipt of the refund amount to any third party.
- L. The Purchaser/Allottee hereby give consent either to cancel or de-register the project with RERA.



South Private Ltd.

dated 08/02/2017

IN WITNESS WHEREOF, the Purchaser/s and Developer have hitherto set their hands and signature to this Memorandum of Settlement at Bengaluru, the day, the month and year mentioned above.



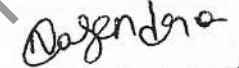
PURCHASER


For NHDPL South Private Limited



DEVELOPER/ NHDPL South
Private Limited

WITNESSES.

1. 
NAGENDRA

2. 
[RIA JOHNSON]

Cmp.1160

12.03.2022

Before the Lok-Adalath

The case taken up before the Lok-Adalat. The copies of joint memo and MOS both dated : 10/02/2022 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 copies of joint memo and MOS.

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


Judicial Conciliator.


Advocate Conciliator.