



# ಕರ್ನಾಟಕ ಲಿಯಲ್ ಎನ್ವೈಟ್ ನಿಯಂತ್ರಣ ಪ್ರಾಧಿಕಾರ

ಕಡತ ಸಂಖ್ಯೆ Cmp. No. 1195

ಪುಟ ಸಂಖ್ಯೆ .....

ವಿಷಯ D V Phani Kumar

Nitesh Melbourne Park

ಕಂಡಿಕೆ  
ಸಂಖ್ಯೆ

ಟಿಪ್ಪಣಿ ಮತ್ತು ಆದೇಶಗಳು

On behalf of respondent  
Advocate filed joint memo, memo of  
withdrawal & Mos on 23/12/2021.  
Hence for your kind perusal.

25/2/22

Adjudicating Officer)

Perused the office note and records,  
Matters refer to Lok-Adalat.

25/2/22

**CMP-1195**

**25.02.2022**

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

Sri. Harish Kumar, Authorized person of the respondent present, in the pre-Lok-Adalat sitting held on 25.02.2022, the matter is settled in terms of joint memo dated: 22.12.2021 and copy of MOS dated: 22.12.2021 already filed in the case. The settlement entered between the parties is voluntary and legal one and as per



# ಕರ್ನಾಟಕ ರಿಯಲ್ ಎಸ್ಟೇಟ್ ನಿಯಂತ್ರಣ ಪ್ರಾಧಿಕಾರ

ಕಡತ ಸಂಖ್ಯೆ .....

ಪುಟ ಸಂಖ್ಯೆ .....

ವಿಷಯ .....

ಕಂಡಿಕೆ  
ಸಂಖ್ಯೆ

ಟಿಪ್ಪಣಿ ಮತ್ತು ಆದೇಶಗಳು

which the complainant has no further claim against the respondent whatsoever. The settlement is accepted and consequently the execution proceedings in the above case have been closed as settled between the parties in terms of above joint memo and MOS. For consideration of joint memo and award, matter is referred to Lok-Adalat to be held on 12.03.2022.

Notarized  
Authorized Signatory  
of Respondent

  
Judicial Conciliator.

  
Advocate Conciliator.

12.03.2022

Before the Lok-Adalath

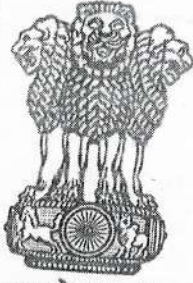
The case taken up before the Lok-Adalat. The joint memo and copy of MOS both dated: 22.12.2021 filed by both the parties is hereby accepted. Hence, the matter settled before the Lok-Adalat as pre joint memo and MOS.

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

  
Judicial Conciliator.

  
Advocate Conciliator.





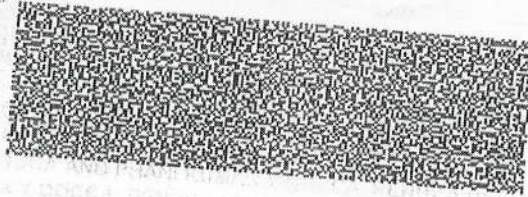
सत्यमेव जयते

INDIA NON JUDICIAL

Government of Karnataka

e-Stamp

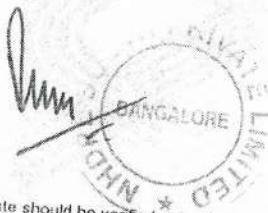
**Certificate No.** : IN-KA87020470607609T  
**Certificate Issued Date** : 22-Dec-2021 11:54 AM  
**Account Reference** : NO NAOC (FI)/ kaksfcl08/ HALASURU/ KA-BA  
**Unique Doc. Reference** : SUBIN-KAKAKSFCL0819683045509656T  
**Purchased by** : NHDPL SOUTH PRIVATE LIMITED  
**Description of Document** : Article 48 Settlement  
**Property Description** : MEMORANDUM OF SETTLEMENT  
**Consideration Price (Rs.)** : 0  
 (Zero)  
**First Party** : RENUKA DEVI DOCCA AND PHANI KUMAR Y DOCCA  
**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 22<sup>nd</sup> day of December 2021, in supersession of the previous MOS 31<sup>st</sup> day of December 2019



*Renuka Devi*  
*[Signature]*

#### 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

Mrs. RENUKA DEVI DOCCA W/o. Mr. DOCCA V. PHANI KUAMR, aged about 48 years & Mr. PHANI KUMAR V DOCCA, S/o. Mr. D.L. Narayana aged about 51 Years, both are residing at No. C-1104, Sobha May Flower, Bellandur Gate, Bangalore- 560 103, 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. A-0302**, on the **Third Floor** of **Block 'A'** measuring **1971.23 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, **Mrs. RENUKA DEVI DOCCA & Mr. PHANI KUMAR V DOCCA** paid **Rs. 400,000/- (Rupees Four Lakh only)** to the Developer towards unit no. **A0302** in the project '**NITESH MELBOURNE PARK**'.

*Renuka Devi*

*Phani Kumar V DoCCA*





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10/2018

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 Purchaser/Allottee for the apartment **No.A0302** 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.184710 for **Rs.400,000 (Rupees Four Lakhs Only)** dated **9th 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)** dated **9th Dec 2021** 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 **17/10/2018** of RERA disposed. Further the Purchaser/Allottee hereby agrees and undertakes to withdraw **CMP/180829/0001195** filed before RERA disposed reporting full and final Settlement.
- D. The Purchaser/Allottee hereby agrees to withdraw **CMP/180829/0001195** filed before RERA Court at Bangalore against the Developer and handover the below mentioned original to the Developer.

Cheque bearing no.**917092** dated 31<sup>st</sup> January 2020 drawn on Yes Bank, Bangalore for **Rs.400,000 (Rupees Four Lakhs Only)**

- 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

*Reuben*  
*W. K.*



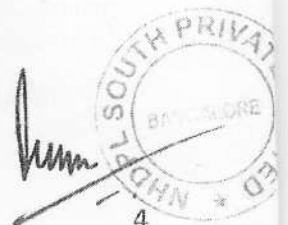
27

the Developer or each other in any manner to the extent and manner covered in this MoS.

- 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. A0302** 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 to appeal or recourse to any court questioning the validity of this MoS. The Purchaser/Allottee hereby agrees that Developer is at full liberty to reallocate/assign the Apartment **No. A0302** as well as the project "**NITESH MELBOURNE PARK** " to any third party of its choice in the manner as it may deem fit and all the right, title and interest in the Apartment and in the project is vested with the Developer upon execution of this MoS.
- H. The Purchaser/Allottee hereby agree 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.

Reena Dev

Attn





10/2018

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

DEVELOPER/ NHDPL South  
Private Limited



WITNESSES:

1.

(VASANTHA RAJU)

2.

BENNY ANTHONY



CMP/180829/0001195

**BETWEEN:**

**Mrs. RENUKA DEVI DOCCA  
& Mr. PHANI KUMAR V DOCCA,**  
No. C-1104, Sobha May Flower,  
Bellandur Gate,  
Bangalore-560 103.

....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 abovementioned Complaint before this Hon'ble Court /Commission/Tribunal seeking refund of booking amount /advance amount/delay compensation.

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.

Both parties, have now, vide Memorandum of Settlement dated 22<sup>nd</sup> December 2021 resolved and settled all the disputes and issues, and signed the Memorandum of Settlement.

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.

*Renuka Devi*

In view of the abovementioned Memorandum of Settlement dated 22<sup>nd</sup> December 2021 arrived at between the parties, the Complainants request this Hon'ble RERA to record the above mentioned Memorandum of Settlement dated 22<sup>nd</sup> December 21 and dispose of the Complaint as withdrawn.

ADVOCATE FOR COMPLAINANTS

*Reetika Desai*  
*[Signature]*  
COMPLAINANTS

ADVOCATE FOR THE RESPONDENTS

For MHDPL South Private Limited  
*[Signature]*  
RESPONDENTS.  
Authorised Signatory

PLACE:

Dated: 22.12.2021

Bangalore