






# ಕರ್ನಾಟಕ ರಿಯಲ್ ಎಸ್ಟೇಟ್ ನಿಯಂತ್ರಣ ಪ್ರಾಧಿಕಾರ

ಕಡತ ಸಂಖ್ಯೆ Cmp:1124.....


ಪುಟ ಸಂಖ್ಯೆ 10.....

ವಿಷಯ Kiran Shivappa Japannavar.....

Nitesh Melbourne park.....

ಕಂಡಿಕೆ ಸಂಖ್ಯೆ	Cmp.1124	ಟಿಪ್ಪಣಿ ಮತ್ತು ಆದೇಶಗಳು
	03/03/2022	
	<p>As per request of complainants and 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.</p> <p style="text-align: right;">               Adjudicating Officer/ Co-ordinator, Lok Adalat              K-RERA         </p> <p><b>CMP-1124</b></p> <p><b>03.03.2022</b></p> <p>As per the request of the complainants through Skype and Sri.Harish Kumar, Authorized person of the respondent 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.</p> <p>The complainants present through Skype and Sri.Harish Kumar, Authorized person of the respondent present, in the pre-Lok-Adalat sitting held on 03.03.2022 settled the matter in terms of copy of Joint memo dated : 18/12/2021 and copy of MOS dated : <del>05/03/2020</del> <u>18/12/2021</u> already filed in the case(Sri. Harish Kumar submits that originals of the same are submitted before the DC urban, Bangalore). The settlement entered between the parties is voluntary and legal one and the complainants have no further claim against the respondent whatsoever. The settlement is accepted and consequently the entire case has been closed as settled between the parties in terms 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.</p> <p style="text-align: right;">               Judicial Conciliator.                Advocate Conciliator.         </p>	

For NHDPL South Private Limited

  
Authorised Signatory

**BEFORE THE HON'BLE RERA**

**AT Bangalore**

**CMP/180809/0001124**

**BETWEEN:**

**Mr Kiran Shivappa Japannavar,  
& Mr. Shivappa Gulappa Japannavar**  
Flat No: 5066, " Sobha Chrysanthemum,  
Thanisandra Main Road,  
Bangalore-560 077.

....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 18<sup>th</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.

*Japannavar*  
*Japannavar*  
18/12/21

In view of the abovementioned Memorandum of Settlement dated 18<sup>th</sup> December 2021 arrived at between the parties, the Complainants request this Hon'ble Commission to record the above mentioned Memorandum of Settlement dated 18<sup>th</sup> December 21 and dispose of the Complaint as withdrawn.

Pannavar  
Sapannan  
18/12/21

ADVOCATE FOR COMPLAINANTS

COMPLAINANTS

ADVOCATE FOR THE RESPONDENTS

RESPONDENTS.

PLACE:

Dated: 18.12.2021

Bangalore

Pannavar  
Sapannan  
18/12/21





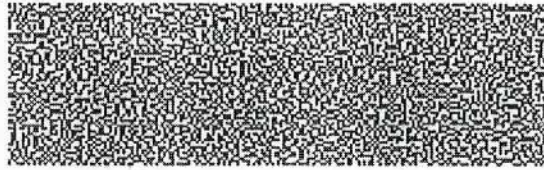
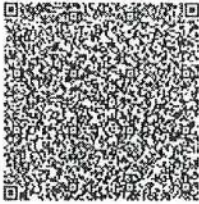
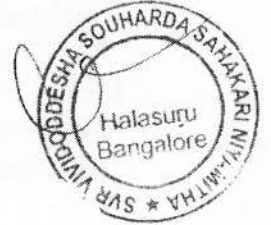
सत्यमेव जयते

INDIA NON JUDICIAL

**Government of Karnataka**

e-Stamp

**Certificate No.** : IN-KA83534264231841T  
**Certificate Issued Date** : 18-Dec-2021 11:47 AM  
**Account Reference** : NON JCS (FI)/ kaksfcl08/ HALASURU/ KA-BA  
**Unique Doc. Reference** : SUBIN-KAKAKSFCL0813568739340904T  
**Purchased by** : NHDPL SOUTH PRIVATE LIMITED  
**Description of Document** : Article 48 Settlement  
**Property Description** : MEMORANDUM OF SETTLEMENT  
**Consideration Price (Rs.)** : 0  
 (Zero)  
**First Party** : KIRAN SHIVAPPA J AND SHIVAPPA GULAPPA J  
**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 **18<sup>th</sup> December 2021**, in supersession of the previous MOS 5<sup>th</sup> day of March 2020.



*K. Annawar*  
*S. Srinivasan*  
 1

**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. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
2. 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 Kiran Shivappa Japannavar**, S/o. Shivappa Gulappa Japannavar,, aged about 30 years & **Mr.Shivappa Gulappa Japannavar** S/O. Mr.Gulappa Japannavar aged about 68 Years, both are residing at No. Flat No: 5066, " Sobha Chrysanthemum, Thanisandra Main Road, Bangalore-560 077, 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-0403**, on the **Fourth Floor** of **Block 'A'** 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 Kiran Shivappa Japannavar & Mr.Shivappa Gulappa Japannavar** paid **Rs. 400,000/- (Rupees Four Lakh only)** to the Developer towards booking amount of unit no. **A0403** in the project '**NITESH MELBOURNE PARK**'.



*Kiran Japannavar*  
*Gulappa Japannavar*



**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/ Complainant 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.A0403** 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.184711 for **Rs.400,000 (Rupees Four Lakhs Only)** dated **9<sup>th</sup> Dec 2021** drawn on HDFC Bank, Kasturba Gandhi Marg Bangalore – 560 001.

The purchaser has/had filed the Complaint bearing No. CMP/180809/0001124 RERA


- C. The purchaser upon the receipt of the above said DDs have entered into a JOINT MEMO to be filed before the above mention court for the withdrawal/closure the above said complaint as the matter is fully and finally settled.
- D. The Purchaser / Allottee hereby also agrees to return/handover the below mentioned original cheques to the Developer immediately after the receipt of the DDs.

Cheque bearing **no.917105** dated 15<sup>th</sup> April 2020 drawn on Yes Bank, Bangalore for **Rs.400,000/- (Rupees Four Lakhs only)**



*Pannava*  
*Sapamara*

- E. The Purchaser / Allottee hereby undertakes to withdraw the case **CMP/180809/0001124** pending before Civil Court and litigations if any, before any other court of law/tribunals.
- F. Upon the receipt of the above mentioned DDs, the agreement entered into between the parties dated **18<sup>th</sup> Dec 2021** with respect to the unit **no.A0403** of Nitesh Melbourne park shall stand terminated and the Purchaser / Allottee / Complainant shall have no claim whatsoever. If the said agreement is registered with the Sub-Registrar, the same shall get cancelled by the Allottee/Purchaser.
- G. 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.
- H. 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.A-0403** in "**NITESH MELBOURNE PARK**" allotted to the Purchaser/Allottee.
- I. 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 Developer is at full liberty to reallocate/assign the Apartment **No.A-0403** as well as the project "**NITESH MELBOURNE PARK**" to any third party of their 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.
- J. 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.
- K. 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.

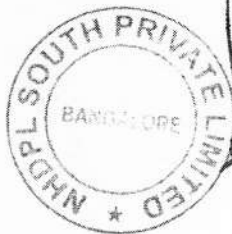


L. The parties herein have entered into this Memorandum of Settlement voluntarily, with sound minded and with free will.

M. 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.

**IN WITNESS WHEREOF**, the Purchaser/Allottee 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/ALLOTTEE**



**DEVELOPER/ NHDPL  
South Private Limited**

**WITNESSES:**

1. Rekha Bhat  
Rekha Bhat

2. S. Sathiparanayan  
S. S.



12.03.2022

Before the Lok Adalath

The case taken up before the Lok-Adalat. The copy of joint memo dated : 18/12/2021 and copy of MOS both dated : 18/12/2021 filed by both the parties is hereby accepted. Hence, the matter settled before the Lok-Adalat as per joint memo and MOS.

The case stands disposed off as closed accordingly.

  
Judicial Conciliator.

  
Advocate Conciliator.