



ಕರ್ನಾಟಕ ರಿಯಲ್ ಎಸ್ಟೇಟ್ ನಿಯಂತ್ರಣ ಪ್ರಾಧಿಕಾರ

ಕಡತ ಸಂಖ್ಯೆ

Comp. No: 1473

ಪುಟ ಸಂಖ್ಯೆ

ವಿಷಯ

Ravi Kumbhat

Nitesh Columbus Square Ph - II

ಕಂಡಿಕೆ
ಸಂಖ್ಯೆ

ಟಿಪ್ಪಣಿ ಮತ್ತು ಆದೇಶಗಳು

CMP-1473

28.10.2022

As per the request of the complainant Sri. Ravi Kumbhat and Sri. Harish Kumar MD Authorized Signatory of the respondent, the execution proceedings in the above case is taken-up for amicable settlement, in the National Lok Adalat to be held on 12.11.2022.

The complainant Sri. Ravi Kumbhat and Sri. Harish Kumar MD Authorized Signatory of the respondent present, in the pre Lok-Adalat sitting held on 28.10.2022, the dispute with regard to execution proceedings is settled as per joint memo. The settlement entered between the parties is voluntary and legal one and as per which the complainant has no further claims against the respondent whatsoever in the case. Therefore in view of the submission of the complainant, the execution proceedings in the above case have been closed as settled between the parties in the Lok Adalat in terms of the joint memo. The conciliators to pass award.


(Ravi Kumbhat)


Judicial Conciliator.


Advocate Conciliator.

For NHDPL South Private Limited


Authorised Signatory

BEFORE THE KARNATAKA REAL ESTATE REGULATORY AUTHORITY

AT BANGALORE

COMPLAINT NO. CMP/181021/0001473

Between

Complainant: Sri Ravi Kumbhat

And

Respondent: NHDPL South Private Limited

Earlier known as Nitesh Housing Developers Private Limited

JOINT MEMO

Parties to the above case/execution proceedings jointly submit as:

The complainant and his wife Smt Monika Singhvi booked for a flat with the Respondent/Promoter in the project known as Nitesh Columbus Square Phase -2 undertaken to be developed by them. As the Promoter failed to complete the project and deliver possession of the flat to the complainant and to his wife the complainant filed the above complaint against the Respondent/Promoter for refund of their money along with EMI and interest. The above Authority by order dated 14.03.2019 allowed the complaint and directed the promoter to refund the amount along with EMI and interest. Since the promoter failed to honor the award passed by learned Adjudicating Officer, the complainant initiated recovery proceedings in the above case and that is pending for consideration. During the pendency of the above recovery proceedings



For NHDPL South Private Limited



Authorised Signatory

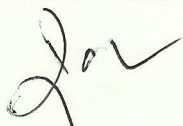


the parties to the case got their dispute settled between them amicably in the following term:

1) The complainant and his wife had already paid a sum of Rs.58,42,639/- (Rupees Fifty Eight Lakhs Forty Two Thousand Six Hundred and Thirty Nine Only) to the respondent towards part of the sale consideration and they are liable to pay the balance sale consideration of Rs.8,29,641/-(Rupees Eight Lakhs Twenty Nine Thousand Six Hundred and Forty One Only). At the same time promoter has to pay interest to the complainant and to his wife awarded by the above Authority.

2) The promoter has agreed to waive and adjust the balance sale consideration payable by the complainant against the interest the promoter is liable to pay to the complainant and to his wife as awarded by the above Authority. Similarly the complainant has agreed to adjust the interest payable to them by the promoter against the balance sale consideration which the complainant and his wife are liable to pay to the promoter. Thereby parties have agreed to set off the due payable by them to the other and they are not liable to pay any amount to each other.

3) In view of the above adjustment of dues the sale consideration is now fixed at Rs.58,42,639/- (Rupees Fifty Eight Lakhs Forty Two Thousand Six Hundred and Thirty Nine Only) with the complainant and his wife have already paid to the promoter and promoter has agreed to deliver possession of the flat allotted to the




Authorised Signatory

complainant and to his wife on or before 05.11.2022 and they have undertaken to execute registered sale deed in favour of the complainant and his wife within one month from the day of resolving of the dispute pending between them and the land owners.

4) Similarly complainant and his wife have undertaken to take registered sale deed from the promoter by bearing stamp duty, registration fee and other expenses payable for registration of sale deed within one month from date of promoter intimating them to take sale deed.

5) The promoter has undertaken to withdraw the second appeal preferred by them challenging the order passed by this Authority. *Order Passed by Hon'ble K-REAT in APPEAL NO. FR (K-REAT) 110/2020.*

6) Parties have hereby declared that except the above proceedings and the second appeal pending before the Hon'ble High Court of Karnataka there is no other case pending between them before any court in respect of this subject matter of the above proceedings.

7) Parties have entered into compromise on their own will and volition and there is no force, misrepresentation, undue influence and coercions in entering into this settlement.

8) In the event of either of the parties to the above proceedings failing to perform their above obligation, the aggrieved parties is at liberty to enforce this order in accordance with law.

[Signature]

For NHDPL South Private Limited

[Signature]
Authorised Signatory

For NHDPL South Private Limited

[Signature]
Authorised Signatory

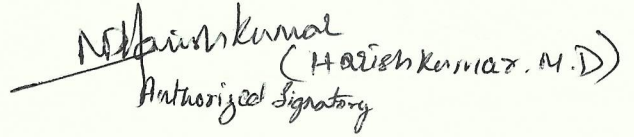
For NHDPL South Private Limited

[Signature]
Authorised Signatory

9) Parties have agreed for recording this settlement entered between them in the National Lok Adalath scheduled to be held on 12.11.2022.



Complainant
(Sri Ravi Kumbhat)



for Respondent
(NHDPL South Private Limited)



Date: 28/10/2022

Place: Bangalore



NOT AN OFFICIAL COPY

Complaint No. 1473

12.11.2022

Before the Lok-Adalat

The above case is taken up before the Lok-Adalat. The joint memo filed by both the parties is hereby accepted. Hence, the dispute in connection with execution proceedings is settled before the pre Lok-Adalat as per joint memo. The joint memo filed by the parties shall be part and parcel of award/order.

The execution proceedings in the case stands disposed off accordingly.


12/11/22
Judicial Conciliator.


12/11/22
Advocate Conciliator.

KARNATAKA STATE LEGAL SERVICES AUTHORITY

BEFORE THE LOK ADALAT

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

DATED: 12TH DAY OF NOVEMBER 2022

: CONCILIATORS PRESENT:

Sri: I. F. Bidari

..... Judicial Conciliator

AND

Smt.: Preethi N

..... Advocate conciliator

COMPLAINT NO: CMP/181021/0001473

Between

Mr. Ravi Kumbhat

..... Complainant

AND

M/s. Nitesh Housing Developers Pvt. Ltd.,

Presently known as NHDPL South Pvt. Limited.,


.....Respondent


(By: Authorized Signatory of the Respondent)

Award

The dispute between the parties with regard to execution proceedings in the above case having been referred for determination to the Lok Adalat and the parties having compromised/settled the dispute in connection with execution proceedings in the matter, as per the joint memo filed during the pre Lok Adalat sitting on dated:28.10.2022, same is accepted. The settlement entered between the parties is voluntary and legal one.

The execution proceedings in the case stands disposed off as per the joint memo and joint memo is ordered to be treated as part and parcel of the award.


Judicial conciliator


Advocate conciliator