

CMP/201207/0007095

BETWEEN:

Mrs.Rashmi Kothari

....Complainant

AND:

NHDPL South Private Limited

....Respondent

JOINT MEMO

The Complainant herein has filed the above mentioned Case before this Hon'ble Authority seeking refund of booking amount /advance amount which is pending under trial before this Hon'ble Authority.

Subsequently, both Complainant and Respondent 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 **09th February 2023** 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 Case.

The Respondent has paid **Rs. 43,99,730 /-** (**Rupees Forty Three Lakhs Ninety Nine Thousand and Seven Hundred and Thirty only**) vide DD No. **187159** Dated **08th February 2023** drawn on HDFC Bank, Bangalore for **Rs. 43,99,730 /-** (**Rupees Forty-Three Lakhs Ninety-Nine Thousand and Seven Hundred and Thirty only**) to the Complainant as a full and final settlement towards the claim involved in the above mentioned case.

For NHDPL South Private Limited
NHDPL South Private Limited
Authorized Signatory

Sulekha
(Sachin Kothari)
(Authorized Person)

Both the parties to the proceedings have no further claim whatsoever against each other in respect of the subject matter in connection with the above case before any forum or court relating to the subject matter of the above complaint. If there is any claim by either of the parties, parties have agreed that the same be disposed off as settled by filing an appropriate memo in such cases.

The copy of DD given to the Complainant is enclosed herewith for the kind perusal of this Hon'ble court.

In view of the above mentioned Memorandum of Settlement dated 09th February 2023 arrived at between the parties, the Parties to the Complaint request this Hon'ble Authority to record the above mentioned Memorandum of Settlement dated 09th February 2022 and dispose off the Case as settled.

PLACE: *Bangalore*

DATED: *9/02/23*

Sallekani
(Sachin Kothari)
(Authorized Person of
Complainant)

COMPLAINANT

For NHDPL South Private Limited
S. Srinivas Kumar
RESPONDENT
Authorized Signatory

**BEFORE THE HON'BLE KARNATAKA REAL ESTATE REGULATORY
AUTHORITY, AT BANGALORE**

CMP/201207/0007095

BETWEEN:

Mrs.Rashmi Kothari

....Complainant

AND:

NHDPL South Private Limited

....Respondent

MEMO FOR WITHDRAWAL

The Complainant herein have settled their disputes with the Respondent out of the court by entering into the Memorandum of Settlement deed dated **09 February 2023** The copy of the Memorandum of Settlement is enclosed for the kind perusal of this Hon'ble Court.

The Respondent has paid sum of **Rs. 43,99,730 /- (Rupees Forty-Three Lakhs Ninety-Nine Thousand and Seven Hundred and Thirty only)** towards full and final settlement with regard to refund of booking amount paid by the Complainant vide

DD No. **187159** Dated **08th February 2023** drawn on HDFC Bank, Bangalore for **Rs. 43,99,730 /- (Rupees Forty Three Lakhs Ninety Nine Thousand and Seven Hundred and Thirty only).**

Both the parties to the proceedings have no further claim whatsoever against each other in respect of the subject matter in connection with the above case before any forum or court relating to the subject matter of the above complaint. If there is any claim by either of the parties, parties have agreed that the same be disposed off as settled by filing an appropriate memo in such cases.

In view of the compromise arrived at between the parties, the Complainant request this Hon'ble Court to dispose off the above case as settled in the interest of justice and equity.

PLACE: BANGALORE

DATED: 9/2/23

COMPLAINANT

(Sachin Kothari)
(Authorized Person of)



ಕರ್ನಾಟಕ ರಿಯಲ್ ಎಸ್ಟೇಟ್ ನಿಯಂತ್ರಣ ಪ್ರಾಧಿಕಾರ

ಕಡತ ಸಂಖ್ಯೆ Cmp. No: 7095

ಪುಟ ಸಂಖ್ಯೆ

ವಿಷಯ Mrs. Rashmi Kothari
Nitesh Melbourne Parks.

ಕಂಡಿಕೆ
ಸಂಖ್ಯೆ

ಟಿಪ್ಪಣಿ ಮತ್ತು ಆದೇಶಗಳು

CMP- 7095

09.02.2023

As per the request of the complainant and Sri. Harish Kumar MD Authorized Signatory of the respondent, the case is taken-up for amicable settlement, in the National Lok Adalat to be held on 11.02.2023.

Mr. Sachin Kothari, Authorised person of complainant and Sri. Harish Kumar MD Authorized Signatory of the respondent present, in the pre Lok-Adalat sitting held on 09.02.2023, the dispute in this case is settled as per the joint memo dated: 09.02.2023 filed during the pre Lok Adalat sitting. The settlement entered between the parties is voluntary and legal one and as per which the complainants have no further claims against the respondent whatsoever in the case. The authorised signatory of the respondent handed over a DD bearing No.187159 dated: 08.02.2023 drawn on HDFC Bank, K G Marg Branch, Bengaluru for an amount of Rs.43,99,730/- in the name of complainant Mrs. Rashmi Kothari. The Authorised person of complainant and the authorised signatory of respondent filed memo of withdrawal also. The dispute in this case is settled between the parties in the pre-Lok Adalat in terms of the joint memo dated:09.02.2023. The matter referred to conciliators to pass award.

Received original
DD No. 187159
For Rs. 43,99,730/-

Sachin Kothari
(Sachin Kothari)
(Authorized Person
of Complainant)

For NH South Pr...

9/2/23
Judicial Conciliator.

9/2/23
Advocate Conciliator.

Authorised Signatory

Complaint No. CMP/201207/0007095

11.02.2023

Before the Lok-Adalat

The above case is taken up before the Lok-Adalat. The joint memo dated:09.02.2023 has been filed by both the parties is hereby accepted. The dispute in the case between the parties is settled before the pre Lok-Adalat sitting held on 09.02.2023, as per joint memo dated: 09.02.2023. The said joint memo filed by the parties shall be part and parcel of award/order.

The case stands disposed off accordingly.


Judicial Conciliator.


Advocate Conciliator.

KARNATAKA STATE LEGAL SERVICES AUTHORITY
BEFORE THE LOK ADALAT
IN THE KARNATAKA REAL ESTATE REGULATORY AUTHORITY AT
BENGALURU

DATED: 11TH DAY OF FEBRUARY 2023

: CONCILIATORS PRESENT:

Sri. I. F. Bidari

..... Judicial Conciliator

AND

Smt. Preethi N

..... Advocate conciliator

COMPLAINT NO: CMP/201207/0007095

Between

Mrs. Rashmi Kothari

..... Complainant

(By Authorised person Mr. Sachin Kothari)

AND

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

Presently known as NHDPL South Pvt. Limited.,

.....Respondent

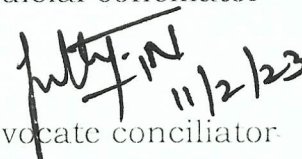
(Respondent represented by its Authorized Signatory)

Award

The dispute between the parties in the above case having been referred for determination to the Lok Adalat and the parties having compromised/settled the dispute in this case, as per the joint memo dated: 09.02.2023 filed during the pre Lok Adalat sitting, same is accepted. The settlement entered between the parties is voluntary and legal one.

The case stands disposed off as per the joint memo dated: 09.02.2023 and said joint memo is ordered to be treated as part and parcel of the award.


Judicial conciliator


Advocate conciliator