



ಕರ್ನಾಟಕ ರಿಯಲ್ ಎಸ್ಟೇಟ್ ನಿಯಂತ್ರಣ ಪ್ರಾಧಿಕಾರ

ಕಡತ ಸಂಖ್ಯೆ CMP-204/2023

ಪುಟ ಸಂಖ್ಯೆ ೦೨

ವಿಷಯ A.N. Shivakumar

Nitesh Estate Limited.

ಕಂಡಿಕೆ
ಸಂಖ್ಯೆ

ಟಿಪ್ಪಣಿ ಮತ್ತು ಆದೇಶಗಳು

CMP-00204/2023

11.02.2023

As per the request of the complainant No.2 and Sri. Harish Kumar M.D Authorized Signatory of the respondent, the complaint in the above case is taken-up for amicable settlement, in the National Lok Adalat held on 11.02.2023.

The complainant No.2 Sri. Indumathi Shivkumar and Sri. Harish Kumar M.D Authorized Signatory of the respondent present, in the Lok-Adalat sitting held on 11.02.2023, the dispute with regard to the above case is settled as per joint memo. The Complainant No.1 is the husband of the Complainant No.2 who has given his consent to record this settlement when called through Whatsapp Video Call. His Aadhar Card is received.

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. Therefore in view of the submission of the complainants, the complaint bearing no._CMP-00204/2023 has been closed as settled between the parties in the Lok Adalat in terms of the joint memo dated: 11.02.2023. The Authorised Signatory of the respondent and the complainant No.2 for herself and on behalf complainant No.1 have put the signature to the settlement deed.

Judicial Conciliator.

Advocate Conciliator.

Complaint No. CMP-00204/2023

11.02.2023

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 the above complaint is settled before the Lok-Adalat as per joint memo. The joint memo filed by the parties shall be part and parcel of award/order.

The complaint referred above 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. K. Palakshappa

..... Judicial Conciliator

AND

Smt. Sumathi M

..... Advocate Conciliator

COMPLAINT NO. CMP-00204/2023

Between

Sri. A. N Shivkumar and
Smt. Indumathi Shivkumar

....Complainants

AND

M/s. Nitesh Estates Ltd.,
Presently known as NHDPL South Pvt. Ltd.,
(By: Mr. Harish Kumar M D,
Authorized Signatory of the Respondent)

.....Respondent

Award

The dispute between the parties with regard to the complaint in the above case having been referred for determination to the Lok Adalat and the parties having compromised/settled the dispute in the matter, as per the joint memo filed during the Lok Adalat sitting on dated:11.02.2023, same is accepted. The settlement entered between the parties is voluntary and legal one.

The complaint 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

**BEFORE THE CONCILIATION CENTRE KARNATAKA
REAL ESTATE REGULATORY AUTHORITY, AT
BENGALURU**

COMPLAINT NO 00204/2023

Sri. A.N Shivkumar & Anr

.....Complainants

-VS-

M/s. Nitesh Estates Limited
(Presently known as
NEL Holdings South Limited)

.....Respondents

JOINT MEMO OF SETTLEMENT

The complainant No.2 on her behalf and also on behalf of her husband Sri. A.N Shivkumar and the respondent/promoter in the above complaint jointly submit as under:

1. The complainants are the allottees of a site bearing No. 136 formed in the layout known as "NITESH LONG ISLAND (NLI)" by the respondent-promoter. The complainants alleging that although the promoter has executed an absolute sale deed in favour of complainants in respect of the site allotted to them, have failed to provide basic facilities such as Electricity, Water, STP and amenities such as Club house etc, and have failed to complete the project and handover the project to a duly-formed association of the owners of the sites as promised in the Sale Agreement, and have caused an inordinate delay in this process causing financial losses in terms of interest paid on loan and inability to construct houses and dwell in the layout, living far away from their places of work near the Devanahalli area etc., and therefore, the complainants have filed the complaint before the Authority seeking direction to the promoter to provide the aforesaid facilities and amenities as agreed by the Promoter in the agreement entered into between the parties.

For NEL Holdings South Limited

Authorised Signatory

Indumathi Shivkumar
Indumathi Shivkumar

2. The respondent-promoter has stated that the construction of layout is completed; obtained permanent electricity connection to the layout, also constructed a huge capacity of Water Tank and installed Motor to pump water from the borewells to the said water tank, constructed STP plants, and Park and stated that the Club House and the other facilities are under construction.
3. The Parties after due deliberation of their dispute pertaining to the above case in presence of the Judicial and Advocate conciliator have agreed to settle their dispute in the following manner...
4. The promoter has undertaken to complete the following:

A. Provision of Infrastructure

- i The promoter has undertaken to arrange for permanent electric power supply to each plot via the existing transformer, through the underground cabling up to each plot for all the plots in the layout in both Phase 1, Phase 2 and Phase 3 by 31st August 2023.
- ii The promoter has agreed to demonstrate that water is being pumped from borewell via overhead water tank and is reaching the water inlet pipe present in each plot across all plots in the layout in Phase 1, Phase 2 and Phase 3 by 31st August 2023.
- iii The promoter has agreed to demonstrate the drainage system is working based on norms prescribed by relevant Government Authority and that STPs across Phase 1, Phase 2 and Phase 3 are made functional before 31st August 2023.
- iv The promoter has agreed to complete the repair of all the roads and bring them to good working condition before 31st August 2023.

For NEL Holdings South Limited
[Signature]
Authorised Signatory

[Signature]
[Signature]

- v The promoter has agreed to provide Rainwater Harvesting facilities by 31st December 2023.
- vi The Promoter has agreed to complete peripheral boundaries on the all sides of the layout as per the laws applicable protecting the sites formed in the layout by 31st December 2023
- vii The promoter has agreed to install street lighting in working condition across all the streets in Phase 1 and Phase 2 of the layout by 31st August 2023.

B. Completion of amenities

- i The promoter has agreed to complete the construction of Clubhouse and other amenities as given in the sale agreement between NLI promoters and buyers of NLI properties by 31 December 2023
 - i State of the Art Club House
 - ii Fitness Center
 - iii Swimming Pool
 - iv Tennis Court
 - v Dribble Court
 - vi Banquet Hall
 - vii Cricket Ground
 - viii Children Playgrounds
 - ix And Make Provision For:
 - a Convenience Store
 - b Coffee Shop
 - c Creche
 - d Saloon
 - e ATM
 - f Library
- c Handover of layout to the Office Bearers of the Owners Association
 - i The promoter has agreed to complete the formation of NLI owners association with office bearers of the association along with the finalization of Bye Laws of the association as approved by the association on or before 31st December 2023.

ii The promoter has agreed to handover the layout with all relevant documentation after having completed and demonstrated that amenities and facilities mentioned above in a meeting of the NLI Owners Association office bearers to which all NLI owners are invited before 31st December 2023.

iii The promoter has agreed to maintain the layout in a proper manner at their own cost until the handover to the association of the layout is duly completed.

iv Before the completion of the facilities and handover of the layout to the association if an owner proposes or completes the construction of a house on their plot:

1 The promoter shall arrange for temporary power connection to the site of any NLI owner at the time of construction of house within two weeks from the date of the owner upon request to the Engineer of the concerned electric Division and they have further undertaken to provide permanent electricity connection and install electric meter immediately after the owner informs that the construction of the house is completed by working in appropriate authorities like KEB/BESCOM, but the complainant shall bear electricity charges during temporary connection

2 The complainants who undertakes construction of a house will arrange for supply of water for construction of the house at their own cost and agrees to have a temporary soak pit till permanent water connection and STP connection are made functional.

3 The promoter has undertaken to arrange for permanent water connection or 24 hours continuous water supply at their own costs as soon as the owner of a constructed house requests, and will ensure that the sewage from the constructed house is disposed and treated appropriately via the underground sewage pipes.

5. The Promoter herein has agreed to refund 40% of sinking fund collected by the Promoter from all the Allottees at the time of entering the agreements of sale, which shall be paid to the Association to be formed by the Promoter by 31st March 2024.
6. In the event of the parties failing to perform their respective obligation/s enumerated in this Settlement, the aggrieved party will be at liberty to enforce this settlement by filing an Appropriate Petition before this Authority/A.O.
7. The settlement entered into between the parties is voluntary and out of their free will and volition and therefore, it may be recorded before this LOK ADALAT held on 11.02.2023.

Complainant No. 1

Indumathi Shickumar

Complainant No. 2

Indumathi Shickumar

Advocate Conciliator
11/02/2023

For NEL Holdings South Limite

Harish Kumar
Authorized Signatory
HARISH KUMAR M.D

Respondent Promoter -
(Authorized signatory)

Judicial Conciliator
11/02/2023

Date: 11.02.2023

Place: Bengaluru