



# ಕರ್ನಾಟಕ ರಿಯಲ್ ಎಸ್ಟೇಟ್ ನಿಯಂತ್ರಣ ಪ್ರಾಧಿಕಾರ

ಕಡತ ಸಂಖ್ಯೆ Cmp No: 687

ಪುಟ ಸಂಖ್ಯೆ .....

ವಿಷಯ .....

*Charanjit Singh*  
*Nitesh Cape Code Phase I*

ಕಂಡಿಕೆ  
ಸಂಖ್ಯೆ

ಟಿಪ್ಪಣಿ ಮತ್ತು ಆದೇಶಗಳು

**CMP/180409/0000687**

**16.03.2024**

As per the request of the complainant and Ms. Shraddha Krishnan Authorized Signatory of the respondent, the execution proceedings in the above case are taken-up for amicable settlement, in the National Lok Adalat held on 16.03.2024.

The complainant joined over whatsapp video call and Ms. Shraddha Krishnan Authorized Signatory of the respondent present, in the Lok-Adalat on 16.03.2024. The authorised person of the respondent has filed the copy of the authorization and filed withdrawal memo dated: 16.03.2024. The dispute in connection with execution proceedings in the above case are settled as per the joint memo, stating that matter has been settled between the parties in terms of the joint memo dated: 16.03.2024 and entered between them filed during the Lok Adalat on 16.03.2024. 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 above case. The dispute in connection with execution proceedings in the above case are settled between the parties in the Lok Adalat in terms of the joint memo dated: 16.03.2024. The execution proceedings in connection with above case are closed, as settled in the Lok Adalat. The execution proceedings in connection with above case are closed, as settled in the Lok Adalat. The RRC issued against the respondent is hereby recalled. The matter referred to conciliators to pass award.

**For MARATHALLI VENTURES PVT. LTD.**

*[Signature]*

**Authorised Signatory**

*[Signature]*  
16/3/24  
**Judicial Conciliator.**

*[Signature]*  
**Advocate Conciliator.**



**Complaint No. ~~3701~~ <sup>681</sup>**

**16.03.2024**

**Before the Lok-Adalat**

The execution proceedings in this case are taken up before the Lok-Adalat on 16.03.2024. The joint memo dated: 16.03.2024 in the Lok Adalat by both the parties is hereby accepted. Hence, the dispute in connection with the execution proceedings of this complaint is settled before the Lok-Adalat as per joint memo dated: 16.03.2024. The joint memo filed by the parties shall be part and parcel of award/order.

The execution proceedings in this 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: 16<sup>TH</sup> DAY OF MARCH 2024**

**: CONCILIATORS PRESENT:**

Sri. I. F. Bidari

..... Judicial Conciliator

AND

Ms. Sumathi M

..... Advocate Conciliator

**COMPLAINT NO: CMP/180409/0000687**

**Between**

Mr. Charanjit Singh

..... Complainant

AND

M/s. Nitesh Urban Developers Private Limited  
Presently known as NUDPL Ventures Pvt. Ltd.,  
Now changed as Marathalli Ventures Pvt. Ltd.,

.....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 dated: 16.03.2024 filed during the Lok Adalat on dated:16.03.2024, 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: 16.03.2024 and said joint memo is ordered to be treated as part and parcel of the award.

  
Judicial conciliator

  
Advocate conciliator



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

**CMP/180409/0000687**

**BETWEEN:**

**Charanjit Singh**

**...Complainants**

**AND:**

**Nitesh Urban Development Pvt Ltd**  
(Now known as Marathahalli Ventures Pvt Ltd)

**...Respondents**

**JOINT MEMO**

*16/3*  
The Complainant herein had filed the above mentioned Case before this Hon'ble Authority seeking refund of booking amount /advance amount in connection with the **Flat Bearing No. E 0301** Nitesh Cape Cod Project.

Subsequently, both Complainants and Respondents 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, resolved and settled all the disputes and issues, as the **Flat Bearing No. E 0301**, Nitesh Cape Cod Project has been settled vide Supplementary Agreement on 5<sup>th</sup> May 2022. The same has been treated as the full and final settlement thereof.

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 **Flat Bearing No. E 0301**, Nitesh Cape Cod Project has been settled vide a Supplementary Agreement dated 5<sup>th</sup> May 2022 as the full and final settlement.

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

*[Signature]*  
For **MARATHALLI VENTURES PVT. LTD.**

*[Signature]*  
**Authorised Signatory**



parties, parties have agreed that the same be disposed off as settled by filing an appropriate memo in such cases.

In view the settlement of **Flat Bearing No. E 0301**, Nitesh Cape Cod Project the Parties to the Petition request this Hon'ble Court to record the same and dispose off the Petition pending in the above Case as fully and finally settled

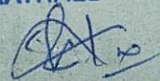
**PLACE: Bengaluru**

  
**COMPLAINANT**

**DATED:** 16/3/2024

**RESPONDENT**

**For MARATHALLI VENTURES PVT. LTD.**

  
**Authorised Signatory**



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

**CMP/180409/0000687**

**BETWEEN:**

**Charanjit Singh**

**...Complainants**

**AND:**

**Nitesh Urban Development Pvt Ltd  
(Now known as Marathahalli Ventures Pvt Ltd)**

**...Respondents**

**MEMO FOR WITHDRAWAL**

The Complainants herein have settled their disputes with the Respondent out of the court vide a Supplementary Agreement dated 5<sup>th</sup> May 2022 in lieu of **Flat Bearing No. E 0301**, Nitesh Cape Cod Project.

Both the parties to the proceedings state that they have no further claims 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 requests this Hon'ble Court to dispose off the above case as settled in the interest of justice and equity.

**PLACE: Bengaluru**

**COMPLAINANT**

**DATED:**

14/2/2024

**RESPONDENT**

**For MARATHALLI VENTURES PVT. LTD.**

**Authorised Signatory**



ಕರ್ನಾಟಕ ರಿಯಲ್ ಎಸ್ಟೇಟ್ ನಿಯಂತ್ರಣ ಪ್ರಾಧಿಕಾರ, ಬೆಂಗಳೂರು

ಫಿರ್ಯಾದು ನಂ: CMP/180409/0000687

ದಿನಾಂಕ: 06 ನೇ ಆಗಸ್ಟ್ 2018

ಫಿರ್ಯಾದುದಾರರು : CHARANJIT SINGH

F 501 Sterling Shalom apt,  
Brookfield road, Marathahalli,  
Bengaluru -560037

ವಿರುದ್ಧ

ಎದುರಿದಾರರು : Nitesh Developer Mr.Pradeep Narayan or

Ms.Rekha Bhatt  
Nitesh Cape Cod Phase I,  
NITESH URBAN DEVELOPMENT PRIVATE LIMITED.,  
Nitesh Estates Ltd .,  
Level 2, Nitesh Timesquare,  
#8 MG road, Bengaluru- 560001

“ತೀರ್ಪು”

ಫಿರ್ಯಾದುದಾರರಾದ CHARANJIT SINGH ಇವರು ಎದುರಿ ಡೆವಲಪರ್ ವಿರುದ್ಧ ಈ ಫಿರ್ಯಾದನ್ನು ರೇರಾ ಕಾಯ್ದೆ ಕಲಂ 31 ರಂತೆ ಸಲ್ಲಿಸಿರುತ್ತಾರೆ. ಎದುರಿ ಡೆವಲಪರ್ ಅಭಿವೃದ್ಧಿಪಡಿಸುತ್ತಿರುವ Nitesh Cape Cod Phase I, ಎನ್ನುವ ಪ್ರಾಜೆಕ್ಟ್ ನಲ್ಲಿ ಗ್ರಾಹಕರಾಗಿರುತ್ತಾರೆ. ಅವರು ತಮ್ಮ ಫಿರ್ಯಾದಿನಲ್ಲಿ ಹೀಗೆ ಹೇಳಿದ್ದಾರೆ.

I Charanjit Singh, S/o Waryam Singh, hereby submit my grievance before hon'ble RERA authorities against M/s Nitesh Urban Development Pvt. Ltd., for flagrant breach of sale agreement dated 6/02/2012 and construction agreement dated 09/02/2012 entered

*Pradeep Narayan*



by and between parties. I request your benevolent authority to kindly take note of the fact that there is an inordinate and unreasonable delay by Developer in handing over the booked apartment bearing number E301 Nitesh Cape Cod, Kaikondarahalli, Vathur Hobli, Marthahalli , Bengaluru East. As per the Agreement, possession of the apartment was due in August 2015 (30 months plus 6 month grace from commencement certificate) but the Developer has not completed the construction of the apartment yet resulting in a of more than 31 months as on date from the agreed date of possession and thus has breached the agreement putting me and family at financial distress and psychological pressure. I have paid more than 95% of the cost amounting to INR 63,86,124/-of the apartment including the utility charges of INR 300450/- as per demand made by the Developer.

ದಿನಾಂಕ:26/06/2018 ರಂದು ಕೇಸನ್ನು ಕರೆಸಿದಾಗ ಪಕ್ಷಕಾರರು ಹಾಜರಾಗಿದ್ದರು. ಫಿರ್ಯಾದುದಾರರು ತನಗೆ ತನ್ನ ಹಣವನ್ನು ವಾಪಾಸ್ ಕೊಡಿಸಿಕೊಡಬೇಕೆಂದು ಕೇಳುತ್ತಾರೆ. ಡೆವಲಪರ್ ವತಿಯಿಂದ ತಕರಾರು ಸಲ್ಲಿಸಿದ್ದು ತಪ್ಪು ವ್ರಾಜೆಕ್ಟ್ ತಡ ಆಗಲು ತಮ್ಮದೇ ಆದ ಕಾರಣವನ್ನು ಕೊಟ್ಟಿರುತ್ತಾರೆ. ಒಪ್ಪಂದ ಪತ್ರವನ್ನು ಹಾಜರುಪಡಿಸಿರುತ್ತಾರೆ. ಅದರ ಪ್ರಕಾರ 30 ತಿಂಗಳು ಮತ್ತು 6 ತಿಂಗಳು grace period ಅಂದರೆ ದಿನಾಂಕ:16/03/2012 ರಿಂದ 36 ತಿಂಗಳು ಎಂದು ಅಂದರೆ ದಿನಾಂಕ:16/03/2015 ಆಗುತ್ತದೆ. ಆದರೆ ಇದುವರೆವಿಗೂ ಸ್ವಾಧೀನ ಕೊಟ್ಟಿಲ್ಲ. ನಿಬಂಧನೆ 6.3 ರ ಪ್ರಕಾರ ಸ್ವಾಧೀನ ಕೊಡಲು ವಿಳಂಬವಾದಲ್ಲಿ ಒಂದು ಚದುರಡಿಗೆ ರೂ.5/- ರೂಗಳ ಪರಿಹಾರವನ್ನು ಕೊಡುವುದಾಗಿ ಹೇಳಿದ್ದರು. ಆದರೆ ಈ ಕೇಸಿನಲ್ಲಿ ಫಿರ್ಯಾದುದಾರರು Delay Compensation ಕೊಡಬೇಕೆಂದು ಕೇಳುತ್ತಾರೆ. ಆ ಹಿನ್ನೆಲೆಯಲ್ಲಿ ಫಿರ್ಯಾದುದಾರರು ಡೆವಲಪರ್ ವತಿಯಿಂದ 1260 ಚದುರಡಿಯ E0301 ಎನ್ನುವ ಫ್ಲಾಟ್ ಅನ್ನು ಖರೀದಿಸಲು ಒಪ್ಪಿಕೊಂಡಿರುತ್ತಾರೆ. ರೂ.6,300/- ರೂಗಳಂತೆ ಮಾಸಿಕವಾಗಿ ಕೊಡತಕ್ಕದ್ದು. ಒಂದು ವೇಳೆ ರೇರಾದಲ್ಲಿ ನಮೂದಿಸಿರುವ ದಿನಾಂಕದಲ್ಲಿ ಸ್ವಾಧೀನ ಕೊಡಲು ತಡವಾದರೆ ಫಿರ್ಯಾದುದಾರರು ನಿಯಮ 16 ರಲ್ಲಿ ಹೇಳಿದಂತೆ ಬಡ್ಡಿ ಹಣವನ್ನು ಪಡೆಯಲು ಅರ್ಹರಿರುತ್ತಾರೆ.



ಅಂತಿಮ ಆದೇಶ ಬರೆಯುವ ಮೊದಲು ಒಂದು ಮಾತು. ರೇರಾ ಕಾಯ್ದೆ ಕಲಂ 71(2) ಪ್ರಕಾರ ಫಿರ್ಯಾದುಗಳನ್ನು 60 ದಿನಗಳ ಒಳಗೆ ಇತ್ಯರ್ಥ ಪಡಿಸಬೇಕು. ಒಂದು ವೇಳೆ ಇತ್ಯರ್ಥ ಪಡಿಸಲು ಸಾಧ್ಯವಾಗದಿದ್ದರೆ ಅದಕ್ಕೆ ಪ್ರಾಧಿಕಾರವು ಕಾರಣಗಳನ್ನು ನೀಡಬೇಕಾಗುತ್ತದೆ. ಈ ಫಿರ್ಯಾದನ್ನು ದಿನಾಂಕ: 09/04/2018 ರಲ್ಲಿ ಸಲ್ಲಿಸಲಾಗಿದೆ. ಆದರೆ ಈ ಪ್ರಾಧಿಕಾರದ SOP ಪ್ರಕಾರ 60 ದಿನಗಳನ್ನು ಪಕ್ಷಕಾರರು ಪ್ರಾಧಿಕಾರದ ಮುಂದೆ ಹಾಜರಾದ ದಿನದಿಂದ ಲೆಕ್ಕ ಹಾಕಬೇಕಾಗುತ್ತದೆ. ಈ ಪ್ರಕರಣದಲ್ಲಿ ಪಕ್ಷಕಾರರು ದಿನಾಂಕ: 26/06/2018 ರಂದು ಹಾಜರಾಗಿದ್ದಾರೆ, ಹಾಗಾಗಿ ಈ ಪ್ರಕರಣವನ್ನು ಕಾಲಮಿತಿಯಲ್ಲಿಯೇ ಇತ್ಯರ್ಥಪಡಿಸಲಾಗುತ್ತಿದೆ. ಆದ್ದರಿಂದ ಈ ಕೆಳಕಂಡಂತೆ ಆದೇಶ:

### ಆದೇಶ

ಮೇಲೆ ಚರ್ಚಿಸಿದ ಕಾರಣಗಳಿಗಾಗಿ ಫಿರ್ಯಾದು ಸಂಖ್ಯೆ: **CMP/180409/0000687**ನ್ನು ಮಂಜೂರುಮಾಡಲಾಗಿದೆ.

ಡೆವಲಪರ್ ಇವರು ಫಿರ್ಯಾದುದಾರರಿಗೆ ಏಪ್ರಿಲ್ 2015 ರಿಂದ ಮಾಸಿಕವಾಗಿ ರೂ.6300/- ರೂಗಳ Delay Compensation ಸ್ವಾಧೀನ ಕೊಡುವ ನೋಟೀಸ್ ನೀಡುವ ದಿನಾಂಕದವರೆಗೆ ಕೊಡತಕ್ಕದ್ದು. ಬಾಕಿ ವೇಳೆ ವಿಫಲರಾದಲ್ಲಿ ನಿಯಮ 16 ರಂತೆ ಬಡ್ಡಿ ಕೊಡತಕ್ಕದ್ದು.

ಫಿರ್ಯಾದುದಾರರಿಗೆ ಮತ್ತು ಎದುರಿದಾರರಿಗೆ ಈ ಆದೇಶದ ಬಗ್ಗೆ ಮಾಹಿತಿಕೊಡುವುದು.

[ಈ ತೀರ್ಪನ್ನು ಬೆರಳಚ್ಚುಗಾರರಿಗೆ ನೇರವಾಗಿ ಬೆರಳಚ್ಚು ಮಾಡುವ ಮೂಲಕ ದಿನಾಂಕ 06.08.2018 ರಂದು ಪ್ರಕಟಿಸಲಾಗಿದೆ].

(ಕೆ. ಪಾಲಾಕ್ಷಪ್ಪ)

Adjudicating officer