



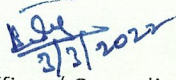



ಕರ್ನಾಟಕ ರಿಯಲ್ ಎಸ್ಟೇಟ್ ನಿಯಂತ್ರಣ ಪ್ರಾಧಿಕಾರ

ಕಡತ ಸಂಖ್ಯೆ CMP - 1014

ಪುಟ ಸಂಖ್ಯೆ 12

ವಿಷಯ Vi Jaya Kumar

Nitesh Melbourne Park

ಕಂಡಿಕೆ ಸಂಖ್ಯೆ	ಕಂಪ.1014	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;">  3/3/2022 Adjudicating Officer/ Co-ordinator, Lok Adalat K-RERA </p> <p>CMP-1014</p> <p>03.03.2022</p> <p>As per the request of the complainant 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 complainant 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 : 18/12/2021 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;">  3/3/2022 Judicial Conciliator. </p> <p>For NHDPL South Private Limited</p> <p style="text-align: right;">  Advocate Conciliator. </p> <p style="text-align: center;">  Authorized Signatory </p>

BEFORE THE HON'BLE RERA

AT Bangalore

CMP/180707/0001014

BETWEEN:

Mrs. VISHNU PRIYA

& Mr. VIJAY KUMAR

No. D-102, Ramkay Utsav,
Seenappa Layout, New BEL Road,
Bangalore.

....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 **18th 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.

Vijay
[Signature]

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to record the above mentioned Memorandum of Settlement dated **18th December 21** and dispose of the Complaint as withdrawn.

ADVOCATE FOR COMPLAINANTS



COMPLAINANTS

ADVOCATE FOR THE RESPONDENTS

RESPONDENTS.

PLACE.

Dated: 18.12.2021

Bangalore



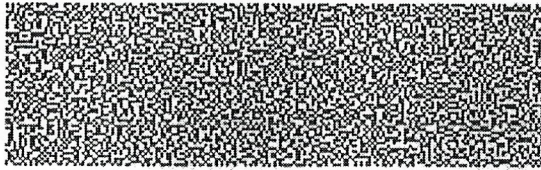
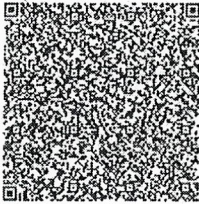
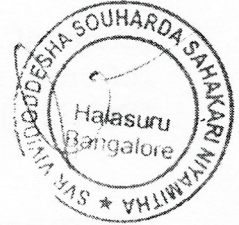
सत्यमेव जयते

INDIA NON JUDICIAL

Government of Karnataka

e-Stamp

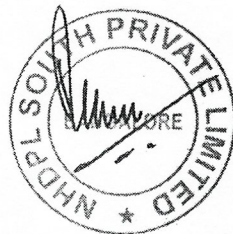
Certificate No. : IN-KA83504889137267T
Certificate Issued Date : 18-Dec-2021 11:36 AM
Account Reference : NON/ACC (FI)/ kaksfcl08/ HALASURU/ KA-BA
Unique Doc. Reference : SUBIN-KAKAKSFCL0813515863039555T
Purchased by : NHDPL SOUTH PRIVATE LIMITED
Description of Document : Article 48 Settlement
Property Description : MEMORANDUM OF SETTLEMENT
Consideration Price (Rs.) : 0
 (Zero)
First Party : VISHNU PRIYA AND VIJAY KUMAR
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 **18th December 2021**, in supersession of the previous MOS 5th day of May 2019.



Handwritten signature

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

Mrs. VISHNU PRIYA W/o. Vijay Kumar, aged about 37 years & **Mr. VIJAY KUMAR** S/o. Mr. Punnia Kotti aged about 44 Years, both are residing at No. D-102, Ramkay Utsav, Seenappa Layout, New BEL Road, Bangalore, 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).

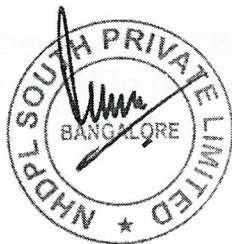
AND

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. 10, 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. B-0202**, on the **Second Floor** of **Block ' B '** measuring **1765.45 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, **Ms. VISHNU PRIYA & Mr. VIJAY KUMAR** paid **Rs. 400,500/- (Rupees Four Lakh Five Hundred only)** to the Developer towards booking amount of unit no. **B0202** in the project '**NITESH MELBOURNE PARK**'.



Vis L H S
[Signature]

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:

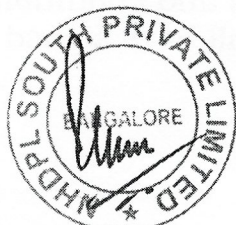
The Purchaser/Allottee/ Complainant and Developer have reconciled the amount payable under the above mentioned booking from their own free will and without any coercion or force have agreed on the following terms and conditions:

- i. The Developer hereby agrees to pay a sum of **Rs. 400,500/- (Rupees Four Lakh Five Hundred only)** towards full and final settlement with regard to refund of booking amount paid by the Purchasers/Allottee for the apartment **No.B0202** and the Purchaser/Allottee agree to receive the said amount of **Rs. 400,500/- (Rupees Four Lakh Five Hundred only)**

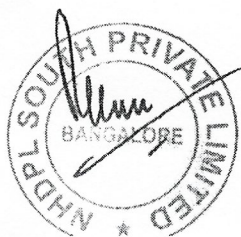
The refund amount is paid as mentioned below

- DD No.184715 for **Rs. 400,500/- (Rupees Four Lakh Five Hundred only)** dated **9th Dec 2021** drawn on HDFC Bank, Kasturba Gandhi Marg Bangalore – 560 001.
- C. The purchaser has/had filed the Complaint bearing No. **CMP/180707/0001014 RERA**
- D. 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.
- E. 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.917106** dated 15st April 2020 drawn on Yes Bank, Bangalore for **Rs.400,500/- Rs.400,500/- (Rupees Four Lakhs Five Hundred only)**



- F. The Purchaser / Allottee hereby undertakes to withdraw the case **CMP/180707/0001014** pending before Civil Court and litigations if any, before any other court of law/tribunals.
- G. Upon the receipt of the above mentioned DDs, the agreement entered into between the parties dated **18th Dec 2021** with respect to the unit **no.B0202** of Nitesh Melbourne park shall stands 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.
- H. 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.
- I. 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.B-0202** in "**NITESH MELBOURNE PARK**" allotted to the Purchaser/Allottee.
- J. 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.B-0202** 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.
- K. 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.
- L. 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.

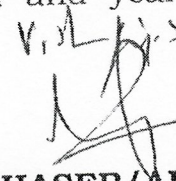



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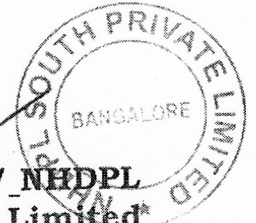
M. The parties herein have entered into this Memorandum of Settlement voluntarily, with sound minded and with free will.

N. 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


2. S. Sathyanarayana



Cmp.1014

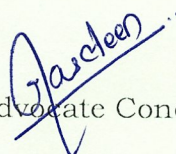
12.03.2022

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 : 18/12/2020 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.

ಕರ್ನಾಟಕ ರಿಯಲ್ ಎಸ್ಟೇಟ್ ನಿಯಂತ್ರಣ ಪ್ರಾಧಿಕಾರ, ಬೆಂಗಳೂರು.

ಫಿರ್ಯಾದು ನಂ: **CMP/180707/0001014**

ದಿನಾಂಕ: 13 ನೇ ಆಗಸ್ಟ್ 2018

ಫಿರ್ಯಾದುದಾರರು : Vijayakumar

D-102 Ramky Utsav Apartment,
Seenappa Layout, New BEL Road,
Bengaluru -560094

ವಿರುದ್ಧ

ಎದುರಿದಾರರು

: Nitesh Estates Limited

Nitesh Melbourne Park ,
NITESH HOUSING DEVELOPERS
PRIVATE LIMITED. ,
Regd.office:level 7,Nitesh timesquare,
#2 M G. ROAD,Bengaluru -560001

“ತೀರ್ಮಾನ”

ಈ ಕೇಸಿನ ಫಿರ್ಯಾದುದಾರರಾದ Vijayakumar ರವರು ಎದುರಿ ಡೆವಲಪರ್ Nitesh Melbourne Park ಎನ್ನುವ ಪ್ರಾಜೆಕ್ಟ್‌ನಲ್ಲಿ ಆಗಸ್ಟ್ 2014 ರಲ್ಲಿ ಒಂದು ಫ್ಲಾಟ್‌ನ್ನು ಖರೀದಿಸಲು ಒಪ್ಪಿಕೊಂಡು ರೂ.4,00,000/- ರೂಗಳನ್ನು ಮುಂಗಡವಾಗಿ ಕೊಟ್ಟಿದ್ದರು. ಮಾರ್ಚ್ 2017 ರೊಳಗೆ ಮುಕ್ತಾಯಗೊಳ್ಳುವುದಾಗಿ ಹೇಳಿದ್ದರೂ ಸಹ ಯಾವುದೇ ಬೆಳವಣಿಗೆ ಕಾಣದಿದ್ದರಿಂದ ತಾನು ತನ್ನ ಬುಕ್ಕಿಂಗನ್ನು ರದ್ದುಗೊಳಿಸಬೇಕಾಯಿತು ಎಂದು ಹೇಳುತ್ತಾರೆ. ತನ್ನ ಹಣವನ್ನು ವಾಪಸ್ ಮಾಡುವಂತೆ ಹೇಳಿದ್ದರೂ ಕೊಡದ ಕಾರಣ ತಾನು ಈ ಫಿರ್ಯಾದನ್ನು ಸಲ್ಲಿಸಬೇಕಾಯಿತು ಎಂದು ಹೇಳಿ ಈ ಫಿರ್ಯಾದನ್ನು ರೇರಾ ಕಾಯ್ದೆ ಕಲಂ 31 ರಂತೆ ತಮ್ಮ ಫಿರ್ಯಾದನ್ನು ಸಲ್ಲಿಸಿದ್ದಾರೆ.

Done
13/08/18

ಕೇಸನ್ನು ನೋಂದಾಯಿಸಿಕೊಂಡು ಎದುರಿಗೆ ನೋಟೀಸ್ ನೀಡಲಾಯಿತು. ದಿನಾಂಕ 31.07.2018 ರಂದು ಪಕ್ಷಕಾರರು ಹಾಜರಿದ್ದರು, ಅಂತಿಮವಾಗಿ ದಿನಾಂಕ:09/08/2018 ರಂದು ವಾದವನ್ನು ಕೇಳಲಾಯಿತು. ಡೆವಲಪರ್ ಇವರು ದಿನಾಂಕ:31/07/2018 ರಂದು ತಮ್ಮ ತಕರಾರನ್ನು ಸಲ್ಲಿಸಿದ್ದು ಅದರಲ್ಲಿ ಬುಕ್ಕಿಂಗ್ ಫಾರಂನ ನಿಬಂಧನೆ 4 ರ ಪ್ರಕಾರ ಫರ್ಯಾದುದಾರರು ಕೊಟ್ಟ ಮುಂಗಡದ ಹಣದಲ್ಲಿ ರೂ.50,000/- ರೂಗಳನ್ನು ಮುಟ್ಟುಗೋಲು ಹಾಕಿಕೊಂಡು ಉಳಿದ ಹಣವನ್ನು ಸದರಿ ಫ್ಲಾಟ್ ಅನ್ನು ಮಾರಾಟ ಮಾಡಿ 6 ತಿಂಗಳ ಒಳಗೆ ಹಣ ಹಿಂದಿರುಗಿಸುವುದಾಗಿ ಹೇಳಿದ್ದಾರೆ.

ಅದಕ್ಕೆ ಪ್ರತಿಯಾಗಿ ಫರ್ಯಾದುದಾರರು ತಮ್ಮ ದಿನಾಂಕ:09/08/2018 ರ ಪತ್ರದಲ್ಲಿ ಹೀಗೆ ಬರೆದಿರುತ್ತಾರೆ.

Now it has been 4 years and 3 months from the date of booking and had already lost the bank interest and with no apartment appreciation benefits. Therefore, I kindly request this Honorable RERA Authority to resolve this issue of getting back the advance amount of Rs.4,00,000/- (Four Lakh Rupees) along with interest of Rs.10,000/- making a total of Rs.4,10,000/- through Demand Draft.

ಅದಕ್ಕೆ ಡೆವಲಪರ್ ವತಿಯಿಂದ ಯಾವುದೇ ವಿರೋಧವಿರುವುದಿಲ್ಲ. ಮೇಲಾಗಿ ಬುಕ್ಕಿಂಗ್ ಫಾರಂ ಅನ್ನು ಒಪ್ಪಂದ ಪತ್ರ ಎಂದು ಪರಿಗಣಿಸಲು ಸಾಧ್ಯವಿಲ್ಲ. ಹಾಗಾಗಿ ಡೆವಲಪರ್ ಇವರು ಮುಟ್ಟುಗೋಲು ಹಾಕಿಕೊಳ್ಳುವ ಪ್ರಶ್ನೆ ಬರುವುದಿಲ್ಲ. ಆದ್ದರಿಂದ ಈ ಕೆಳಕಂಡಂತೆ ಆದೇಶ;

Deva
13/08/18

ಆದೇಶ

ಮೇಲೆ ಚರ್ಚಿಸಿದ ಕಾರಣಗಳಿಗಾಗಿ ಫಿರ್ಯಾದು ಸಂಖ್ಯೆ:

CMP/180707/0001014 ಅನ್ನು ಮಂಜೂರುಮಾಡಲಾಗಿದೆ.

ಫಿರ್ಯಾದುದಾರರಿಗೆ ಡೆವಲಪರ್ ಇವರು ಇಂದಿನಿಂದ ಒಂದು ತಿಂಗಳ ಒಳಗೆ ರೂ.4,10,000/- ರೂಗಳನ್ನು ಕೊಡತಕ್ಕದ್ದು. ಒಂದು ವೇಳೆ ಅದಕ್ಕೆ ತಪ್ಪಿದಲ್ಲಿ ಅಸಲು ರೂ.4,00,000/- ರೂಗಳ ಮೇಲೆ 10.25% ರಂತೆ ವಾರ್ಷಿಕವಾಗಿ ಬಡ್ಡಿ ಕೊಡತಕ್ಕದ್ದು.

ಫಿರ್ಯಾದುದಾರರಿಗೆ ಮತ್ತು ಎದುರಿದಾರರಿಗೆ ಈ ಆದೇಶದ ಬಗ್ಗೆ ಮಾಹಿತಿಕೊಡುವುದು.

[ಈ ತೀರ್ಪನ್ನು ಬೆರಳಚ್ಚುಗಾರರಿಗೆ ನೇರವಾಗಿ ಬೆರಳಚ್ಚು ಮಾಡುವ ಮೂಲಕ ದಿನಾಂಕ 13.08.2018 ರಂದು ಪ್ರಕಟಿಸಲಾಗಿದೆ]

(ಕೆ. ಪಾಲಾಕ್ಷಪ್ಪ)

Adjudicating officer