



ಕರ್ನಾಟಕ ರಿಯಲ್ ಎಸ್ಟೇಟ್ ನಿಯಂತ್ರಣ ಪ್ರಾಧಿಕಾರ

ಕಡತ ಸಂಖ್ಯೆ Cmp.No: 1026

ಪುಟ ಸಂಖ್ಯೆ

ವಿಷಯ Akhilash Pathodia

Nitesh Melbourne Park

ಕಂಡಿಕೆ
ಸಂಖ್ಯೆ

ಟಿಪ್ಪಣಿ ಮತ್ತು ಆದೇಶಗಳು

On behalf of respondent.
Advocat has filed joint mem,
MOS, and withdrawal memo on
05/02/2022. Hence for kind
perusal.

25/2/22

Adjudicating Officer)

Perused the office note and records
matter is referred to Lok Adalat.

25/2/22

CMP-1026

25.02.2022

As per the oral request of Sri. Harish Kumar, Authorized person of the respondent in 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.

Sri. Harish Kumar, Authorized person of the respondent present, in the pre-Lok-Adalat sitting held on 25.02.2022, the matter is settled in terms of joint memo dated : 19.01.2022 and copy of MOS dated : 19.01.2022 already filed in the case. The settlement entered between the parties is voluntary and legal one and as per which the complainant has no further claim against the respondent whatsoever. The settlement is accepted and



ಕರ್ನಾಟಕ ಲಿಯಲ್ ಎಸ್ಟೇಟ್ ನಿಯಂತ್ರಣ ಪ್ರಾಧಿಕಾರ

ಕಡತ ಸಂಖ್ಯೆ Comp. No: 1006

ಪುಟ ಸಂಖ್ಯೆ

ವಿಷಯ Akhilesh Pathodia

Nitesh Melbourne Park

ಕಂಡಿಕೆ
ಸಂಖ್ಯೆ

ಟಿಪ್ಪಣಿ ಮತ್ತು ಆದೇಶಗಳು

consequently the execution proceedings in the above case have been closed as settled between the parties in terms of above joint memo and MOS. For consideration of joint memo and award, matter is referred to Lok-Adalat to be held on 12.03.2022.

MD Hanish Kumar

(Authorized Signatory
of Lok-Adalat)

[Signature]
Judicial Conciliator:

[Signature]
Advocate Conciliator.

BEFORE THE HON'BLE RERA

AT Bangalore

CMP/180710/0001026

BETWEEN:

**Mr. AKHILESH PATHODIA,
& Ms. Juhi Khandelwal**
6J-38-39, R. C. Vyas Colony,
Bhilwara, Rajasthan,
Pin 311001.

....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 19th January 2022 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.

For NHDPL South Private Limited

M. Anis Khasse
Authorised Signatory

*Akhilesh
Juhi*

In view of the abovementioned Memorandum of Settlement dated 19th January 2022 arrived at between the parties, the Complainants request this Hon'ble RERA to record the above mentioned Memorandum of Settlement dated 19th January 2022 and dispose of the Complaint as withdrawn.

Abhilekh Sh

COMPLAINANTS

For NHDPL South Private Limited

Majankumar

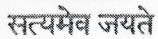
Authorised Signatory
OPPOSITE PARTY

PLACE:

Dated: 19.01.2022

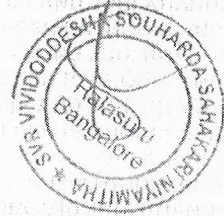
Bangalore

25/1/22



Government of Karnataka

Certificate No.	: IN-KA86975624931785T
Certificate Issued Date	: 22-Dec-2021 11:40 AM
Account Reference	: NONACC (FN) /Kksfcl08/ HALASURU/ KA-BA
Unique Doc. Reference	: SUBIN-KAKAKSFCL0819711706265226T
Purchased by	: NHDPL SOUTH PRIVATE LIMITED
Description of Document	: Article 48 Settlement
Property Description	: MEMORANDUM OF SETTLEMENT
Consideration Price (Rs.)	: 0 (Zero)
First Party	: AKHILESH PATHODIA AND JUHI KHANDLWAL
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 19th January 2022, in supersession of the previous MoS dated 21st May 2019.

For N4DPL SOUTH PRIVATE LIMITED

Authorized Signatory

Armed Shi

BY AND BETWEEN

Mr. AKHILESH PATHODIA, S/o. Ashok Pathodia, aged about 36 years & **Ms. JUHI KHANDELWAL** W/O. Mr. AKHILESH PATHODIA aged about 35 Years, both are residing at 6J-38-39, R. C. Vyas Colony Bhilwara, Rajasthan Pin 311001, 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.), Company incorporated under the Companies Act, 2013, CIN: U45201KA2007PTC044553, PAN: AACCN6510F, having its Registered Office at : No. 110, 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.E0408** on the **4th Floor** of Block '**E**' measuring **1423.34 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, **Mr. AKHILESH PATHODIA & Ms. JUHI KHANDELWAL** paid **Rs. 300,000/- (Rupees Three Lakh only)** to the Developer towards unit no. **E0408** in the project '**NITESH MELBOURNE PARK**'.

For NHDPL SOUTH PRIVATE LIMITED

Authorized Signatory

Akhilesh
Juhi

- 6 -

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 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.300,000/- (Rupees Three Lakhs Only)** towards full and final settlement with regard to refund of booking amount paid by the Purchasers/Allottee for the apartment **No.E0408** and the Purchaser/Allottee agree to receive the said amount of **Rs.300,000/- (Rupees Three Lakhs Only)**

The refund amount is paid as mentioned below

- DD No **184733** for **Rs.300,000 (Rupees Three Lakhs Only)** dated **10th Dec 2021** drawn on HDFC Bank, Kasturba Gandhi Marg Bangalore - 560 001.

The Purchaser/Allottee hereby acknowledge the receipt of the amount of **Rs.300,000 (Rupees Three Lakhs Only)** as referred above from the Developer towards the full and final settlement of all dues and claims of whatsoever. Which is also payable under Order **Dated 6/9/2018** of RERA disposed. Further the Purchaser/Allottee hereby agrees and undertakes to withdraw **CMP/180710/0001026** filed before RERA disposed reporting full and final Settlement.

- C. The Purchaser/Allottee hereby agree to withdraw **CMP/180710/0001026** filed before RERA Court at Bangalore against the Developer and handover the below mentioned original to the Developer.

Chq bearing no. 514658 dated 31st Aug 2019 drawn on Yes Bank, Bangalore for **Rs.300,000 (Rupees Three Lakhs Only)**

For NHDPL SOUTH PRIVATE LIMITED

Authorised Signatory

Abhijeet
Shri

- 7-
- D. 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.
- E. 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.E0408** in the project "**NITESH MELBOURNE PARK**" allotted to the Purchaser/Allottee.
- F. 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 the Developer is at full liberty to cancel the Apartment No.**E0408** in the project "**Nitesh Melbourne Park**". The Developer hereby confirm that the said project has been cancelled and this unit will not be assigned/re-allotted to any other third party
- G. 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.
- H. 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.
- I. The parties herein have entered into this Memorandum of Settlement voluntarily, with sound minded and with free will.

For NHDPL SOUTH PRIVATE LIMITED

Auth

Abhishek
Shri

J. 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.

K. The Purchaser/Allottee hereby give consent either to cancel or de-register the project with RERA.

IN WITNESS WHEREOF, the Purchaser/s and Developer have hitherto set their hands and signature to this Memorandum of Settlement at Bengaluru, the day, the month and year mentioned above.

Abheek Shi

PURCHASER

[Signature]

**DEVELOPER/ NHDPL South
Private Limited**

WITNESSES:

1. *S. Sathyanarayana*
S. S.

2. *BENNY.*
[Signature]

12.03.2022

Before the Lok-Adalath

The case taken up before the Lok-Adalat. The joint memo and copy of MOS both dated: 12.01.2022 filed by both the parties is hereby accepted. Hence, the matter settled before the Lok-Adalat as per joint memo and MOS.

The execution proceedings in the above case stands disposed off as closed accordingly.


Judicial Conciliator.


Advocate Conciliator.

ಕರ್ನಾಟಕ ರಿಯಲ್ ಎಸ್ಟೇಟ್ ನಿಯಂತ್ರಣ ಪ್ರಾಧಿಕಾರ, ಬೆಂಗಳೂರು

ಫಿರ್ಯಾದು ನಂ: CMP/180710/0001026

ದಿನಾಂಕ: 06 ನೇ ಸೆಪ್ಟೆಂಬರ್ 2018

ಫಿರ್ಯಾದುದಾರರು : AKHILESH PATHODIA

Juniper Networks, 2nd Floor,
Elmath Wing A, Prestige Techpark,
Kadubheeshanahalli, Bengaluru - 560103

ವಿರುದ್ಧ

ಎದುರಿದಾರರು : NITESH ESTATES LIMITED ,

Nitesh Melbourne Park,
NITESH HOUSING DEVELOPERS PRIVATE LIMITED.,
Level 7, Nitesh Times Square, No 8 MG Road,
Bengaluru - 560001

“ತೀರ್ಪು”

ಫಿರ್ಯಾದುದಾರರಾದ AKHILESH PATHODIA ಇವರು ಎದುರಿ ಡೆವಲಪರ್ ವಿರುದ್ಧ ಈ ಫಿರ್ಯಾದನ್ನು ರೇರಾ ಕಾಯ್ದೆ ಕಲಂ 31 ರಂತೆ ಸಲ್ಲಿಸಿರುತ್ತಾರೆ. ಎದುರಿ ಡೆವಲಪರ್ ಅಭಿವೃದ್ಧಿಪಡಿಸುತ್ತಿರುವ Nitesh Melbourne Park, ಇದರಲ್ಲಿ ಗ್ರಾಹಕರಾಗಿರುತ್ತಾರೆ. ಅವರ ಫಿರ್ಯಾದು ಹೀಗೆ ಇರುತ್ತದೆ.

I booked an apartment Unit no E-0408 in Nitesh Melbourne Park, located at Hennur Road, Bangalore on 15-May-2014. I paid 3,00,000 INR as booking amount to Nitesh Housing Developers Pvt. Ltd. They promised to get all approvals by December 2014 and start construction from January 2015. But they did not get approval even



after more than a year and did not start the construction. They also reduced the carpet area of the apartment and reduced the size of few areas in the flat after booking. The project was getting delayed so I requested for cancellation on 13-Sep-2015. From then, I have been following up with them to get the refund of my booking amount, but till date I have not received any communication regarding that. I have already lost interest of more than 4 years on the booking amount of 3 lacs. I am raising this complaint against Nitesh Estates Limited to get the refund of my booking amount of 3,00,000 INR with interest as soon as possible.

Relief Sought from RERA :To get the refund of booking amount with interest

ಈ ಫಿರ್ಯಾದನ್ನು ನೋಂದಾಯಿಸಿಕೊಂಡು ಎದುರಿಗೆ ನೋಟೀಸ್ ನೀಡಲಾಯಿತು. ದಿನಾಂಕ:27/07/2018 ರಂದು ಕೇಸನ್ನು ಕರೆಸಿದಾಗ ಯಾರು ಹಾಜರಿಲ್ಲ. ದಿನಾಂಕ:21/08/2018 ರಂದು ಫಿರ್ಯಾದುದಾರರು ಶಾಜರಿ, ಡೆವಲಪರ್ ಹಾಜರಾಗಿ ತಮ್ಮ ವಾದ ಮಂಡಿಸಿದ್ದಾರೆ. ಫಿರ್ಯಾದುದಾರರು ಬುಕ್ಕಿಂಗ್ ಫಾರಂ ಮೇಲೆ ತಮ್ಮ ಹಣ ನೀಡಿದ್ದಾರೆ. ಅದನ್ನು ಈಗ ಹಿಂದಿರುಗಿಸಬೇಕೆಂದು ಕೇಳುತ್ತಾರೆ. ಈ ಸಂಬಂಧ ಡೆವಲಪರ್ ಇವರು ತಮ್ಮ ತಕರಾರಿನಲ್ಲಿ ಹೀಗೆ ಹೇಳುತ್ತಾರೆ.

It is submitted that as per clause 4 of the booking form in case the customer cancels the allotment then company is entitled to withhold sum of Rs.50,000/- towards administrative charges and refund of the balance amount would be made within 6 months or resale of the plot, whichever is later.

ಆದರೆ ಡೆವಲಪರ್ ಇವರು ಹೇಳಿಕೊಂಡಂತೆ ರೂ.50,000/- ರೂಗಳ Administrative Charges ಅಂತ ಕಳೆಯಲು ಯಾವ ಅಧಿಕಾರವಿದೆ. ಕೇವಲ ಬುಕ್ಕಿಂಗ್ ಫಾರಂ ನ ಮೂಲಕ ಅವರು ಆ ಹಣವನ್ನು Forfeit ಮಾಡಿಕೊಳ್ಳಲು ಬರುತ್ತದೆಯೇ ಎನ್ನುವ ಪ್ರಶ್ನೆಗೆ ಸರಿಯಾದ ಉತ್ತರವಿಲ್ಲ. ಫಿರ್ಯಾದುದಾರರಿಂದ ಪಡೆದುಕೊಂಡ ಹಣವನ್ನು ಡೆವಲಪರ್ ಇವರು ತಮ್ಮ ಪ್ರಾಜೆಕ್ಟ್ ಅಭಿವೃದ್ಧಿಗಾಗಿ ಬಳಸಿಕೊಂಡಿದ್ದಾರೆ. ಆದ್ದರಿಂದ ಈಗ ಫಿರ್ಯಾದುದಾರರಿಗೆ ಹಣವನ್ನು ಹಿಂದಿರುಗಿಸುವುದು ಅವರ ಕರ್ತವ್ಯ.

ಮೇಲಾಗಿ ಆ ರೀತಿ ಹಣವನ್ನು Forfeit ಮಾಡಿಕೊಳ್ಳಲು ಬರುವುದಿಲ್ಲ ಎನ್ನುವ ಬಗ್ಗೆ ಈ ಕೆಳಕಂಡ ರೂಲಿಂಗ್ ತೆಗೆದುಕೊಂಡಿದೆ.

NATIONAL CONSUMER DISPUTES REDRESSAL COMMISSION

NEW DELHI

REVISION PETITION NO. 4053 OF 2014

(Against the Order dated 17/07/2014 In Appeal No. 40/2012 of the State Commission Delhi)

VINOD KUMAR GANDHI

Versus

PURI CONSTRUCTION PVT. LTD.,

We do not find any merit in the contention of learned counsel for the respondent/opposite party because the aforesaid signed copy of indicative terms and conditions or provisional allotment letter is dated 28.12.2007 meaning thereby that at the time of taking of booking amount, signatures of the petitioner on the indicative terms and conditions was obtained. Subsequent to this, on 26.02.2008 provisional offer letter was sent with a condition that if the petitioner was agreeable to the terms and conditions he should sign the letter and indicative terms and conditions and send it to the respondent. The petitioner did not sign the provisional allotment letter and accompanying terms and conditions meaning thereby he did not accept the counter offer given by the respondent. Thus, it is clear that no valid contract between the parties came into existence and since the complainant was not agreeable to allotment of flat at 9th floor, he sought refund of his money which should have been refunded by the respondent without any deduction.

Devi
6/9/18

ಈ ಮೇಲ್ಕಂಡ ಕಾರಣದಿಂದ ಫಿರ್ಯಾದುದಾರರಿಂದ ಪಡೆದುಕೊಂಡಿರುವ ಹಣವನ್ನು ಹಿಂದಿರುಗಿಸುವುದು ಅವಶ್ಯಕವಿರುತ್ತದೆ.

ಆದೇಶ

ಮೇಲೆ ಚರ್ಚಿಸಿದ ಕಾರಣಗಳಿಗಾಗಿ ಫಿರ್ಯಾದು ಸಂಖ್ಯೆ:

CMP/180710/0001026 ನ್ನು ಮಂಜೂರು ಮಾಡಲಾಗಿದೆ.

ಡೆವಲಪರ್ ಇವರು ಫಿರ್ಯಾದುದಾರರಿಂದ ಪಡೆದುಕೊಂಡಿರುವ ಹಣ ರೂ.3,00,000/- ರೂಗಳನ್ನು ಇಂದಿನಿಂದ 30 ದಿನಗಳ ಒಳಗೆ ಫಿರ್ಯಾದುದಾರರಿಗೆ ಹಿಂದಿರುಗಿಸತಕ್ಕದ್ದು. ಒಂದು ವೇಳೆ ಹಿಂದಿರುಗಿಸಲು ಡೆವಲಪರ್ ಇವರು ವಿಫಲರಾದರೆ 31 ನೇ ದಿನದಿಂದ ಡೆವಲಪರ್ ಇವರು ಆ ಹಣ ಮತ್ತು ಅದರ ಮೇಲೆ 10.25% ರಂತೆ ವಾರ್ಷಿಕವಾಗಿ ಬಡ್ಡಿಯನ್ನು ಸೇರಿಸಿ ಕೊಡತಕ್ಕದ್ದು.

ಫಿರ್ಯಾದುದಾರರಿಗೆ ಮತ್ತು ಎದುರಿದಾರರಿಗೆ ಈ ಆದೇಶದ ಬಗ್ಗೆ ಮಾಹಿತಿಕೊಡುವುದು.

[ಈ ತೀರ್ಪನ್ನು ಬೆರಳಚ್ಚುಗಾರರಿಗೆ ನೀಡುವಾಗ ಬೆರಳಚ್ಚು ಮಾಡುವ ಮೂಲಕ ದಿನಾಂಕ 06.09.2018 ರಂದು ಪ್ರಕಟಿಸಲಾಗಿದೆ.]

(ಕೆ. ಪಾಲಾಕ್ಷಪ್ಪ)

Adjudicating officer