



ಕರ್ನಾಟಕ ಲಿಯಲ್ ಎನ್ಫೋರ್ಸ್ ನಿಯಂತ್ರಣ ಪ್ರಾಧಿಕಾರ

ಕಡತ ಸಂಖ್ಯೆ Cmp.No. 1195

ಪುಟ ಸಂಖ್ಯೆ

ವಿಷಯ D V Phani Kumar

Nitesh Melbourne Park

ಕಂಡಿಕೆ
ಸಂಖ್ಯೆ

ಟಿಪ್ಪಣಿ ಮತ್ತು ಆದೇಶಗಳು

On behalf of respondent
Advocate filed joint memo, memo of
withdrawal & Mos on 23/12/2021.
Hence for your kind perusal.

25/2/22

Adjudicating Officer)

Perused the office note and records,
Matters refer to Lok-Adalat.

25/2/22

CMP-1195

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: 22.12.2021 and copy of MOS dated: 22.12.2021 already filed in the case. The settlement entered between the parties is voluntary and legal one and as per



ಕರ್ನಾಟಕ ರಿಯಲ್ ಎಸ್ಟೇಟ್ ನಿಯಂತ್ರಣ ಪ್ರಾಧಿಕಾರ

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ಮಟ ಸಂಖ್ಯೆ

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ಟಿಪ್ಪಣಿ ಮತ್ತು ಆದೇಶಗಳು

which the complainant has no further claim against the respondent whatsoever. The settlement is accepted and 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.

Notarised
Signature
of Respondent

[Signature]
Judicial Conciliator.

[Signature]
Advocate Conciliator.

12.03.2022

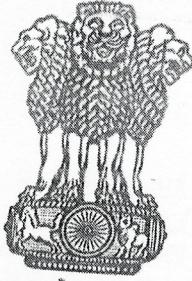
Before the Lok-Adalath

The case taken up before the Lok-Adalat. The joint memo and copy of MOS both dated: 22.12.2021 filed by both the parties is hereby accepted. Hence, the matter settled before the Lok-Adalat as pre joint memo and MOS.

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


Judicial Conciliator.


Advocate Conciliator.



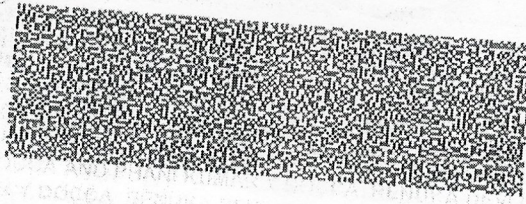
सत्यमेव जयते

INDIA NON JUDICIAL

Government of Karnataka

e-Stamp

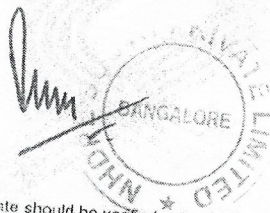
Certificate No. : IN-KA87020470607609T
Certificate Issued Date : 22-Dec-2021 11:54 AM
Account Reference : NO NAOC (FI)/ kaksfcl08/ HALASURU/ KA-BA
Unique Doc. Reference : SUBIN-KAKAKSFCL0819683045509656T
Purchased by : NHDPL SOUTH PRIVATE LIMITED
Description of Document : Article 48 Settlement
Property Description : MEMORANDUM OF SETTLEMENT
Consideration Price (Rs.) : 0
 (Zero)
First Party : RENUKA DEVI DOCCA AND PHANI KUMAR Y DOCCA
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 22nd day of December 2021, in supersession of the previous MOS 31st day of December 2019



Renuka Devi
[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.
2. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
3. 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.RENUKA DEVI DOCCA W/o. Mr.DOCCA V. PHANI KUAMR, aged about 48 years & **Mr. PHANI KUMAR V DOCCA**, S/o. Mr.D.L.Narayana aged about 51 Years, both are residing at No. C-1104, Sobha May Flower, Bellandur Gate, Bangalore- 560 103, 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. 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**;

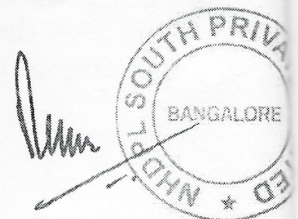
(Each of the abovementioned parties shall hereinafter individually be referred to as the "**Party**" and collectively be referred to as the "**Parties**").

WHEREAS:

- A. The Purchaser/s had expressed his willingness to purchase residential apartment bearing **No. A-0302**, on the **Third Floor** of **Block 'A'** measuring **1971.23 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, **Mrs.RENUKA DEVI DOCCA** & **Mr. PHANI KUMAR V DOCCA** paid **Rs. 400,000/- (Rupees Four Lakh only)** to the Developer towards unit no. **A0302** in the project '**NITESH MELBOURNE PARK**'.

Renuka Devi

Phani Kumar V DoCCA



8-

10/2018

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.400,000/- (Rupees Four Lakhs Only)** towards full and final settlement with regard to refund of booking amount paid by the Purchaser/Allottee for the apartment **No.A0302** and the Purchaser/Allottee agree to receive the said amount of **Rs.400,000/- (Rupees Four Lakhs Only)**

The refund amount is paid as mentioned below

- DD No.184710 for **Rs.400,000 (Rupees Four Lakhs Only)** dated **9th Dec 2021** drawn on HDFC Bank, Kasturba Gandhi Marg Bangalore - 560 001.
- C. The Purchaser/Allottee hereby acknowledge the receipt of the amount of **Rs.400,000 (Rupees Four Lakhs Only)** dated **9th Dec 2021** 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 **17/10/2018** of RERA disposed. Further the Purchaser/Allottee hereby agrees and undertakes to withdraw **CMP/180829/0001195** filed before RERA disposed reporting full and final Settlement.
- D. The Purchaser/Allottee hereby agrees to withdraw **CMP/180829/0001195** filed before RERA Court at Bangalore against the Developer and handover the below mentioned original to the Developer.

Cheque bearing no.**917092** dated 31st January 2020 drawn on Yes Bank, Bangalore for **Rs.400,000 (Rupees Four Lakhs Only)**

- E. 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

Rekha
Widya



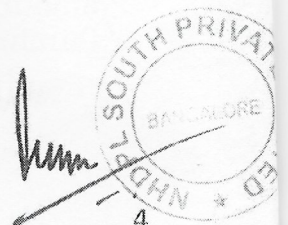
27

the Developer or each other in any manner to the extent and manner covered in this MoS.

- F. 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.A0302** in the project "**NITESH MELBOURNE PARK** " allotted to the Purchaser/Allottee.
- G. This Settlement is final and binding on the parties forever and they waive all rights to appeal or recourse to any court questioning the validity of this MoS. The Purchaser/Allottee hereby agrees that Developer is at full liberty to reallo/assign the Apartment **No. A0302** as well as the project "**NITESH MELBOURNE PARK** " to any third party of its 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.
- H. 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.
- I. 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.
- J. The parties herein have entered into this Memorandum of Settlement voluntarily, with sound minded and with free will.
- K. 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.

Reena Dev

Atin



10/2018

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.

[Signature]

PURCHASER

[Signature]

DEVELOPER/ NHDPL South
Private Limited



48
t/s

WITNESSES:

1. *[Signature]*
(VASANTHA RAJU)

2. *[Signature]*
BENNY ANTHONY

AT Bangalore

CMP/180829/0001195

BETWEEN:

**Mrs. RENUKA DEVI DOCCA
& Mr. PHANI KUMAR V DOCCA,**
No. C-1104, Sobha May Flower,
Bellandur Gate,
Bangalore-560 103.

....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.

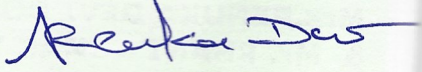
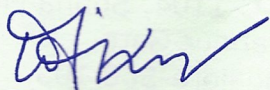
Both parties, have now, vide Memorandum of Settlement dated 22nd December 2021 resolved and settled all the disputes and issues, and signed the Memorandum of Settlement.

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.

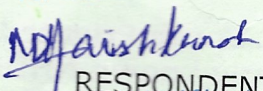
Renuka Devi

In view of the abovementioned Memorandum of Settlement dated 22nd December 2021 arrived at between the parties, the Complainants request this Hon'ble RERA to record the above mentioned Memorandum of Settlement dated 22nd December 21 and dispose of the Complaint as withdrawn.

ADVOCATE FOR COMPLAINANTS



COMPLAINANTS

ADVOCATE FOR THE RESPONDENTS

For NHDPL South Private Limited

RESPONDENTS.
Authorised Signatory

PLACE:

Dated: 22.12.2021

Bangalore

ಕರ್ನಾಟಕ ರಿಯಲ್ ಎಸ್ಟೇಟ್ ನಿಯಂತ್ರಣ ಪ್ರಾಧಿಕಾರ, ಬೆಂಗಳೂರು

ಫಿರ್ಯಾದು ನಂ: CMP/180829/0001195

ದಿನಾಂಕ: 17 ನೇ ಅಕ್ಟೋಬರ್ 2018

ಫಿರ್ಯಾದುದಾರರು : D .V PHANI KUMAR

FLAT No.304, Thippu Residency,
Rukmani Colony, St.Johns Church Road.
Bengaluru - 560042

ವಿರುದ್ಧ

ಎದುರಿದಾರರು : D.V PHANI KUMAR

Nitesh Melbourne Park,
FKAT NO 304, THIPPU RESIDENCY,
RUKMANI COLONY. ST JOHNS CHURCH ROAD
Bengaluru - 560042

“ತೀರ್ಪು”

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

NOT REFUNDED THE BOOKING AMOUNT AFTER 2.5 YR OF
CANCELLATION

Peru
17/10/18

ಈ ಫಿರ್ಯಾದನ್ನು ನೋಂದಾಯಿಸಿಕೊಂಡು ಎದುರಿಗೆ ನೋಟೀಸ್ ನೀಡಲಾಯಿತು. ದಿನಾಂಕ:25/09/2018 ರಂದು ಕೇಸನ್ನು ಕರೆಸಿದಾಗ ಫಿರ್ಯಾದುದಾರರ ಹೆಂಡತಿ ಹಾಜರಿ. ಡೆವಲಪರ್ ಪರ ಶ್ರೀ ಶಿವರಾಜ್ ಹಾಜರಿ. ನಂತರ ಇಬ್ಬರೂ 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 ಪೇಳಿಕೊಂಡಂತೆ ರೂ.50,000/- ರೂಗಳ Administrative Charges ಅಂತ ಳೆಯಲು ಯಾವ ಅಧಿಕಾರವಿದೆ. ಕೇವಲ ಬುಕ್ಕಿಂಗ್ ಫಾರಂ ನ ಮೂಲಕ ಅವರು ಆ ಹಣವನ್ನು Forfeit ಮಾಡಿಕೊಳ್ಳಲು ಬರುತ್ತದೆಯೇ ಎನ್ನುವ ಪ್ರಶ್ನೆಗೆ ಸರಿಯಾದ ಉತ್ತರವಿಲ್ಲ. ಫಿರ್ಯಾದುದಾರರಿಂದ ಪಡೆದುಕೊಂಡ ಹಣವನ್ನು ಡೆವಲಪರ್ ಇವರು ತಮ್ಮ ಸ್ಟ್ರಾಜಕ್ಟ್ 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 of 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.

[Handwritten signature]
17/06/18

ಈ ಮೇಲ್ಕಂಡ ಕಾರಣದಿಂದ ಫಿರ್ಯಾದುದಾರರಿಂದ ಪಡೆದುಕೊಂಡಿರುವ ಹಣವನ್ನು ಹಿಂದಿರುಗಿಸುವುದು ಅವಶ್ಯಕವಿರುತ್ತದೆ. ಆದ್ದರಿಂದ ಈ ಕೆಳಕಂಡಂತೆ ಆದೇಶ:

ಆದೇಶ

ಮೇಲೆ ಚರ್ಚಿಸಿದ ಕಾರಣಗಳಿಗಾಗಿ ಫಿರ್ಯಾದು ಸಂಖ್ಯೆ:

CMP/180829/0001195 ನ್ನು ಮಂಜೂರು ಮಾಡಲಾಗಿದೆ.

ಡೆವಲಪರ್ ಇವರು ಫಿರ್ಯಾದುದಾರರಿಂದ ಪಡೆದುಕೊಂಡಿರುವ ಪೂರ್ತಿ ಹಣವನ್ನು 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 ನೇರವಾಗಿ ಬೆರಳಚ್ಚು ಮಾಡುವ ಮೂಲಕ ದಿನಾಂಕ 17.10.2018 ರಂದು ಪ್ರಕಟಿಸಲಾಗಿದೆ].

(ಕೆ. ಪಾಲಾಕಟ್ಟು)

Adjudicating officer