



ಕರ್ನಾಟಕ ರಿಯಲ್ ಎಸ್ಟೇಟ್ ನಿಯಂತ್ರಣ ಪ್ರಾಧಿಕಾರ

ಕಡತ ಸಂಖ್ಯೆ Cmp. No: 1090

ಪುಟ ಸಂಖ್ಯೆ

ವಿಷಯ Mr. Nihar Kanta Moharana
Nitesh Long Island

ಕಂಡಿಕೆ
ಸಂಖ್ಯೆ

ಟಿಪ್ಪಣಿ ಮತ್ತು ಆದೇಶಗಳು

CMP-1090

11.02.2023

As per the request of the complainant and Sri. Harish Kumar M.D Authorized Signatory of the respondent, the execution proceedings in the above case is taken-up for amicable settlement, in the National Lok Adalat held on 11.02.2023.

The complainant Sri. Nihar Kanta Moharana joined over phone call 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 execution of the award passed by the Adjudicating Officer dated 17.10.2018 is settled as per joint memo.

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 case. Therefore in view of the submission of the complainants, the complaint bearing No. 1090 has been closed as settled between the parties in the Lok Adalat in terms of the joint memo dated: 11.02.2023. The RRC, if any, issued against the respondent be recalled and issue intimation to concerned DC about the recall of the RRC in this case. The matter referred to conciliators to pass award.

For Nitesh Long Island South Limited

Authorised Signatory

Judicial Conciliator.

Advocate Conciliator.

**KARNATAKA SATE 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. I. F. Bidari

..... Judicial Conciliator

AND

Smt. Preethi N

..... Advocate Conciliator

COMPLAINT NO: CMP/180730/0001090

Between

Sri. Nihar Kanta Moharana

....Complainant

AND

M/s. Nitesh Estates Ltd.,

.....Respondent

Presently known as NEL Holdings South Ltd.,

(By: Mr. Harish Kumar M D,

Authorized Signatory of the 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 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 execution proceedings in the case 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

Complaint No. CMP-1090

11.02.2023

Before the Lok-Adalat

The execution proceedings in this 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 execution of this 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 execution proceedings in this complaint referred above stands disposed off accordingly.


Judicial Conciliator.


Advocate Conciliator.

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

COMPLAINT NO. CMP/180730/0001090

Sri. Nihar Kanta Moharana

.....Complainant

-VS-

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

.....Respondents

JOINT MEMO OF SETTLEMENT

The complainant/allottee and the respondent/promoter in the above complaint jointly submit as under:

1. The complainant is an allottee of a site bearing No. 144 formed in the layout known as "NITESH LONG ISLAND (NLI)" by the respondent-promoter. The complainant alleging that although the promoter has executed an absolute sale deed in favour of complainant in respect of the site allotted to him, 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 complainant had filed the above said complaint before the Authority which came to be allowed on 17.10.2018 by Hon'ble Adjudicating Officer. While pending the execution of this award, the Complainant and the Respondent have entered into this settlement to provide the aforesaid facilities and amenities as agreed by the Promoter in the agreement entered into between the parties.

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For NEL Holdings South Limited
Nihar Kanta Moharana
Authorized Signatory

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.
- v The promoter has agreed to provide Rainwater Harvesting facilities by 31st December 2023.

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Nihar Kanta Moharana
Authorized Signatory

- 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

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For NEL Holdings South Limited
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Authorized Signatory

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 complainant/s 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.

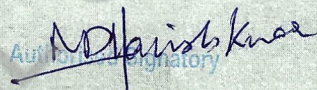
Nihara Kanta Moharana

Rajesh Kumar

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.

For NEL Holdings South Limited

Nihar Kamta Maharana
Complainant


HARISH KUMAR M.D.

Respondent Promoter -
(Authorized signatory)


Advocate Conciliator


Judicial Conciliator

Date: 11.02.2023
Place: Bengaluru