



ಕರ್ನಾಟಕ ರಿಯಲ್ ಎಸ್ಟೇಟ್ ನಿಯಂತ್ರಣ ಪ್ರಾಧಿಕಾರ

ಕಡತ ಸಂಖ್ಯೆ Cmp. No : 848

ಮಟ ಸಂಖ್ಯೆ

ವಿಷಯ

Mr. Mohit Mathai
Nitesh Hyde Parks Phase II

ಕಂಡಿಕೆ
ಸಂಖ್ಯೆ

ಟಿಪ್ಪಣಿ ಮತ್ತು ಆದೇಶಗಳು

CMP- 848

16.10.2023

As per the request of the complainant and Mrs. Shraddha Krishnan Authorized Signatory of the respondent, the execution proceedings in the above case is taken-up for amicable settlement, in the National Lok Adalat to be held on 09.12.2023.

The complainant Mr. Mohit Mathai joined over whatsapp video call and Mrs. Shraddha Krishnan Authorized Signatory of the respondent present, in the pre-Lok-Adalat sitting held on 16.10.2023. The authorised person of the respondent has filed the copy of the authorization. The dispute in connection with execution proceedings in the above case is settled as per the joint memo, stating that matter has been settled between the parties in terms of the joint memo dated: 16.10.2023 and entered between them filed during the pre Lok Adalat sitting on 16.10.2023. 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 is settled between the parties in the pre-Lok Adalat sitting in terms of the joint memo dated: 16.10.2023. 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 and office is directed to issue intimation accordingly to the concerned DC. The matter referred to conciliators to pass award.

16/10/23.
Judicial Conciliator.

16/10/23.
Advocate Conciliator.

For NORTHROOF VENTURES PVT. LTD.

Authorised Signatory

REGULATORY AUTHORITY, AT BANGALORE

CMP/180522/0000848

BETWEEN:

Mr. Mohit Mathai

...Complainants

AND:

Nitesh Housing Developers Pvt Ltd
No. 110, Level 1, Andrews Building,
M.G Road, Bengaluru – 560 001

[now known as Northroof Ventures Pvt Ltd]

...Respondents

JOINT MEMO

16/10/23
The Complainant herein had filed the above mentioned Case before this Hon'ble Authority seeking delay compensation in regard with the **Flat Bearing No. F 0405**, Nitesh Hyde Park Project which came to allowed vide Order dated **9th November, 2018**

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. F 0405** has been handed over and registered as on 30.09.2023. 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 Respondents have handed over the **Flat Bearing No. F 0405** at Nitesh Hyde Park and the same has been registered before the Sub Registrar 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

Mohit Mathai
Bairide

[Signature]

For NORTHROOF VENTURES PVT. LTD.

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

In view of the handover and the settlement of **Flat Bearing No. F 0405** at Nitesh Hyde Park 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

DATED: 16.10.2023


COMPLAINANT


RESPONDENT

For **NORTHROOF VENTURES PVT. LTD.**

Authorized Signatory

NOT AN OFFICIAL COPY

For NORTHROOF VENTURES PVT. LTD.

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

CMP/180522/0000848

BETWEEN:

Mr. Mohit Mathai

...Complainants

AND:

Nitesh Housing Developers Pvt Ltd
No. 110, Level 1, Andrews Building,
M.G Road, Bengaluru – 560 001

(now known as Northroof Ventures Pvt Ltd)

...Respondents

MEMO FOR WITHDRAWAL

The Complainants herein have settled their disputes with the Respondent out of the court as the possession of the Flat has been handed over to the Petitioner herein. The Respondent has completed and handed over the **Flat Bearing No. F 0405** and thereafter also registered the Flat as on 30.09.2023

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

DATED: 16.10.2023

Mohit Mathai
COMPLAINANT *Barinder*

[Signature]
RESPONDENT

For NORTHROOF VENTURES PVT. LTD.

Authorised Signatory

Complaint No. 848

09.12.2023

Before the Lok-Adalat

The execution proceedings in this case are taken up before the pre-Lok-Adalat held on 16.10.2023. The joint memo dated: 16.10.2023 in the pre Lok Adalat sitting 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: 16.10.2023. 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: 09TH DAY OF DECEMBER 2023

: CONCILIATORS PRESENT:

Sri. I. F. Bidari

..... Judicial Conciliator

AND

Ms. Likitha T.A

..... Advocate Conciliator

COMPLAINT NO: CMP/180522/0000848

Between

Mr. Mohit Mathai

..... Complainant

AND


M/s. Nitesh Housing Developers Private Limited
Presently known as NHDPL South Pvt. Ltd.,
Now changed as Northroof 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:16.10.2023 filed during the pre-Lok Adalat sitting on dated:16.10.2023, 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: 16.10.2023 and said joint memo is ordered to be treated as part and parcel of the award.


Judicial conciliator


Advocate conciliator

ಕರ್ನಾಟಕ ರಿಯಲ್ ಎಸ್ಟೇಟ್ ನಿಯಂತ್ರಣ ಪ್ರಾಧಿಕಾರ, ಬೆಂಗಳೂರು

ಫಿರ್ಯಾದು ನಂ: CMP/180522/0000848

ದಿನಾಂಕ: 09 ನೇ ನವೆಂಬರ್ 2018

ಫಿರ್ಯಾದುದಾರರು : MOHIT MATHAI

B-4, 110/1, R N Mansion, 3rd MAIN,
13A CROSS, N S PALYA, BTM 2ND STAGE,
Bengaluru - 560076

ವಿರುದ್ಧ

ಎದುರಿದಾರರು : Nitesh Shetty

Nitesh Hyde Park Phase II
NITESH HOUSING DEVELOPERS PRIVATE LIMITED
Nitesh Times Square, 8 M G Road,
opp Adigas Restaurant, Yellappa Chetty layout,
Sivanichetti gardens, Bengaluru - 560001

“ಶೀರ್ಷ್ಠೆ”

ಫಿರ್ಯಾದುದಾರರಾದ MOHIT MATHAI ಇವರು ಎದುರಿ ಡೆವಲಪರ್ ವಿರುದ್ಧ ಈ ಫಿರ್ಯಾದನ್ನು, ರೇಗಾ ಕಾಯ್ದೆ ಕಲಂ 31 ರಂತೆ ಸಲ್ಲಿಸಿರುತ್ತಾರೆ. ಎದುರಿ ಡೆವಲಪರ್ ಅಭಿವೃದ್ಧಿಪಡಿಸುತ್ತಿರುವ Nitesh Hyde Park Phase II ,ಇದರಲ್ಲಿ ಗ್ರಾಹಕರಾಗಿರುತ್ತಾರೆ. ಅವರ ಫಿರ್ಯಾದು ಹೀಗೆ ಇರುತ್ತದೆ.

I had purchased a flat F-0405 in Nitesh Hyde Park situated in Hulimavu in April 2013. As per agreement the date of possession of the apartment was December 2014 and I was tricked to purchase this under PRE-EMI scheme from HDFC bank wherein the entire sale consideration was paid out to Nitesh Estates within a month and

Handwritten signature and date 9/11/18

Nitesh estates would pay me the interest due on the loan amount every month till intimation of possession. However Nitesh has not paid me this interest amount post April 2015 and also possession of flat is not as per date in the agreement. Due to this I am facing severe financial crunch and unable to take the burden of paying housing loan and also rent.

Relief Sought from RERA : Reimburse PRE-EMI dues, delay char, value of flat

ಈ ಫಿರ್ಯಾದನ್ನು ನೋಂದಾಯಿಸಿಕೊಂಡು ಎದುರಿಗೆ ನೋಟೀಸ್ ನೀಡಲಾಯಿತು. ದಿನಾಂಕ:31/07/2018 ರಂದು ಕೇಸನ್ನು ಕರೆಸಿದಾಗ ಪಕ್ಷಕಾರರು ಹಾಜರಿ. ಇಬ್ಬರೂ ಕಡೆಯ ಪಕ್ಷಕಾರರು ತಮ್ಮ ತಮ್ಮ ದಾಖಲಾತಿಗಳನ್ನು ಹಾಜರುಪಡಿಸಿದ ನಂತರ ವಾದವನ್ನು ಕೇಳಲಾಯಿತು. ಫಿರ್ಯಾದುದಾರರು ತಮ್ಮ ಫಿರ್ಯಾದಿನಲ್ಲಿ ಸ್ವಾಧೀನ ಕೊಡುವ ದಿನಾಂಕದವರೆಗೆ ತನಗೆ Delay Compensation ಕೊಡಬೇಕು ಮತ್ತು ಎಲ್ಲಾ Pre EMI ಗಳನ್ನು ಕೊಡುವಂತೆ ಆದೇಶ ಮಾಡಬೇಕು. ಫಿರ್ಯಾದುದಾರರು ಡೆವಲಪರ್ ಬಳಿ ಒಬ್ಬ ಗ್ರಾಹಕರು ಎನ್ನುವಲ್ಲಿ ವಿವಾದವೇನಿಲ್ಲ.

ಫಿರ್ಯಾದುದಾರರ ಪ್ರಕಾರ ಡೆವಲಪರ್ ಇವರು EMI ಮೊತ್ತವನ್ನು ಸ್ವಾಧೀನ ಕೊಡುವ ದಿನಾಂಕದವರೆಗೆ ಕೊಡಲು ಬದ್ಧರಿರುತ್ತಾರೆ ಎಂದರೆ ಇವರು ಹಾಕಿರುವ ತಕರಾರಿನಲ್ಲಿ ಅವರು ಹೀಗೆ ಹೇಳುತ್ತಾರೆ.

It is submitted that on 17.05.2013 the Agreement to sell and construction Agreement were entered between the parties. The Complainant also availed bank loan for purchase of the apartment. Accordingly on 22.05.2013 Tripartite Agreement came to be executed between the complainant, Respondent and Housing Development Finance Corporation Limited ("HDFC") under the terms of which, Respondent company agreed and undertook to assume the liability of interest payment under a loan agreement dated 22.05.2013 between HDFC on the one hand and complaint on the other hand. However, such commitment was strictly limited for the time period between the date of first disbursement and upto

Revised

31.12.2013. The said period of time was expressly qualified under the tripartite agreement as "Liability Period". It was clearly, categorically and most unambiguously agreed in the said tripartite agreement that after the amount shall solely be that of the complainant, notwithstanding any other terms of the tripartite agreement or any other agreement. The copy of Construction Agreement and tripartite Agreement are herewith produced as Document No.2 and 3 respectively.

ಆದರೆ ಡೆವಲಪರ್ ಪ್ರಕಾರ Pre-EMI ಕೊಡುವ ಜವಾಬ್ದಾರಿ ದಿನಾಂಕ:31/012/2013 ಕ್ಕೆ ಮುಗಿದಿರುತ್ತದೆ ಎಂದು ಅವರೇ ಕಳುಹಿಸಿದ ಇಮೇಲ್ ಗಳ ಮೂಲಕ ಅವರ ವಾದ ಸುಳ್ಳು ಎನ್ನುವುದು ಸ್ಪಷ್ಟವಾಗುತ್ತದೆ. ಫಿರ್ಯಾದುದಾರರು ಹಾಜರು ಪಡಿಸಿದ Document - 9 ರಲ್ಲಿ ಹೀಗೆ ಹೇಳಲಾಗಿದೆ. ಅದು ದಿನಾಂಕ:01/07/2013 ರಂದು ಡೆವಲಪರ್ ಇವರು ಫಿರ್ಯಾದುದಾರರಿಗೆ ಮಾಡಿದ ಮೇಲ್ ಆಗಿರುತ್ತದೆ.

This is to confirm that Pre-EMI interest for the Home Loan amount that is being disbursed from HDFC will be borne by Nitesh Estates Ltd., till the date of intimation of readiness of the apartment for handing over to you.

Document 10 ರ ಪ್ರಕಾರ ಈ Block ಅನ್ನು ದಿನಾಂಕ:30/06/2017 ರ ಒಳಗಾಗಿ ಮುಕ್ತಾಯಗೊಳಿಸುವುದಾಗಿ ಡೆವಲಪರ್ ಹೇಳಿದ್ದರು. ಅದೇ ಪತ್ರದಲ್ಲಿ Pre-EMI , Pre Reimbursement ಬಗ್ಗೆ ಡೆವಲಪರ್ ಪ್ರಸ್ತಾಪ ಮಾಡಿರುತ್ತಾರೆ. Document-11 ರಲ್ಲಿ ಡೆವಲಪರ್ ಇವರು ಕಳುಹಿಸಿದ ಮೇಲ್ ನಲ್ಲಿ ಹೀಗೆ ಬರೆದಿರುತ್ತಾರೆ. ಅದಾದ ನಂತರ ದಿನಾಂಕ:14/07/2017 ರಂದು ಕಳುಹಿಸಿದ ಮೇಲ್ ನಲ್ಲಿ ಹೀಗೆ ಬರೆದಿದ್ದಾರೆ.

We sincerely regret for the inconvenience caused to you. In the past, we had communicated to you in regards to Pre-EMI's with the intention of paying interest at the time of apartment handovers.

At present, in the view of project delays and with the stringent rules of RERA regime, our focus is to complete the project at the earliest.

Devi

We look forward to your continuous support.

ಇದರಿಂದ ಈ ಮೇಲಿನ ಅಂಶಗಳಿಂದ ತಿಳಿದು ಬರುವುದೇನೆಂದರೆ ಡೆವಲಪರ್ ಇವರು 2013 ರಲ್ಲಿ EMI ಗಳನ್ನು ತಾವೇ ಭರಿಸುವುದಾಗಿ ಒಪ್ಪಿಕೊಂಡಿದ್ದರೂ ಸಹ ಕ್ರಮೇಣ ತಮ್ಮದೇ ವಾಗ್ದಾನವನ್ನು ಮುರಿದಿರುವಂತೆ ಕಂಡುಬರುತ್ತದೆ.

ಮೇಲಿನ ಅಂಶಗಳನ್ನು ನೋಡಿಕೊಂಡಾಗ ಬ್ಯಾಂಕಿನಿಂದ ಫಿರ್ಯಾದುದಾರರ ಹೆಸರಿನಲ್ಲಿ ಪಡೆದುಕೊಂಡ ಸಾಲದ Pre EMI ಗಳನ್ನು ಡೆವಲಪರ್ ಇವರೇ ತುಂಬಬೇಕಾಗುತ್ತದೆ. ಆ ಹಿನ್ನೆಲೆಯಲ್ಲಿ ಫಿರ್ಯಾದುದಾರರು ಕೇಳಿದಂತೆ Pre EMI ಕಟ್ಟುವುದು ಡೆವಲಪರ್ ಇವರ ಕರ್ತವ್ಯ. ಆದರೆ ಇದಕ್ಕೆ ವಿರುದ್ಧವಾಗಿ ಡೆವಲಪರ್ ಇವರು ದಿನಾಂಕ:12/09/2017 ರಂದು ಈಗಾಗಲೇ ತಮ್ಮ A B C Wing ಗಳಿಗೆ Partial O/C ಬಂದಿರುತ್ತವೆ ಎಂದು ಹೇಳುತ್ತಾರೆ. ಆದರೆ Block D E F ನಲ್ಲಿರುವ ಫ್ಲಾಟ್ ಗಳ ಕೆಲಸ ಪ್ರಗತಿಯಲ್ಲಿರುತ್ತದೆ. ಅವುಗಳನ್ನು ರೇರಾದಲ್ಲಿ ತೋರಿಸಿರುವ ದಿನಾಂಕದವರೆಗೆ ಮುಕ್ತಾಯಗೊಳಿಸಿ ಕೊಡುವುದಾಗಿ ಹೇಳುತ್ತಾರೆ. ಫಿರ್ಯಾದುದಾರರು ತಮ್ಮ ಪರವಾಗಿ ಇರುವ ದಾಖಲಾತಿಗಳನ್ನು ಹಾಜರುಪಡಿಸಿರುತ್ತಾರೆ. ಪುಟ 4 ರಲ್ಲಿ ಈ ರೀತಿ ಬರೆದಿರುತ್ತಾರೆ.

Total cost of Apartment – Rs. 1,03,84,43/-

Down Payment by complainant (A) - Rs 20,76,887/-

Loan Taken by complainant from HDFC (B) – Rs83,07,547/-

Loan

Total Pre EMI paid by complainant till date (C) – Rs37,85,945/-

Total Principle paid by complainant till date (D) – Rs 1,79,759/-

Total interest paid by complainant till date (E) – Rs 7,57,475/-

Total Rent paid by complainant from jul-15 till date. (F) – Rs 6,90,200/- (Rs17698*39 months)

Done
9/11/18

Total Late Delivery charges as per Section 6.3 of construction Agreement (G) –Rs3,20,190/- (@ Rs5per Sqft. Per month of delay, are =1642 sqft)

Total interest loss on non payment of Pre EMI and Down payment (@12% per annum) (H) – Rs15,27,580/-

Total Amount (A+B+C+E+F+G+H) = Rs1,74,65,824/-

Amount paid by Respondent till date (D) = 1141330

The Respondent is liable to pay = Rs1,63,24,494/-

Since the respondent failed to comply with the terms agreed under the Sale and Construction agreement, as per law and as per principles of natural justice I am entitled for the compensation as prayed for in the complaint. The respondent cannot escape from the liability in view of Sec.18 and 19 of the Real Estate (Regulation and Development) Act, 2016.

Therefore I pray that this Hon'ble Authority be pleased to allow my complaint in the interest of justice and equity.

ಇದಕ್ಕೆ ಅನುಗುಣವಾಗಿ ಫಿರ್ಯಾದುದಾರರು ತಮ್ಮ ವಾದವನ್ನು ಮಂಡಿಸುತ್ತಾ ಡೆವಲಪರ್ ಮಾರ್ಚ್ 2015 ರ ವರೆಗೆ ಮಾತ್ರ Pre EMI ತುಂಬಿರುತ್ತಾರೆ. ಇದರಿಂದಾಗಿ ತನಗೆ Pre EMI ಏಪ್ರಿಲ್ 2015 ರಿಂದ ತನಗೆ ಬರಬೇಕು. ಏಕೆಂದರೆ ಅವುಗಳನ್ನು ತಾನೇ ಕಟ್ಟಿದ್ದೇನೆ ಎಂದು ಹೇಳುತ್ತಾರೆ.

ಅಂತಿಮ ಆರೋಪ 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: 22/05/2018 ರಲ್ಲಿ ಸಲ್ಲಿಸಲಾಗಿದೆ. ಆದರೆ ಈ ಪ್ರಾಧಿಕಾರದ SOP ಪ್ರಕಾರ 60 ದಿನಗಳನ್ನು ಪಕ್ಕಕಾರರು ಪ್ರಾಧಿಕಾರದ ಮುಂದೆ ಹಾಜರಾದ ದಿನದಿಂದ ಲೆಕ್ಕ ಹಾಕಬೇಕಾಗುತ್ತದೆ.

Devi
9/11/18

ಈ ಪ್ರಕರಣದಲ್ಲಿ ಪಕ್ಷಕಾರರು ದಿನಾಂಕ: 31/07/2018 ರಂದು ಹಾಜರಾಗಿದ್ದಾರೆ. ಆದರೆ ತಮ್ಮ ಪಕ್ಷಕಾರರು ತಮ್ಮ ದಾಖಲಾತಿಗಳನ್ನು ಹಾಜರುಪಡಿಸಲು ಮತ್ತು ತಮ್ಮ ವಾದವನ್ನು ಮಂಡಿಸಲು ಸಾಕಷ್ಟು ಸಮಯವನ್ನು ತೆಗೆದುಕೊಂಡಿದ್ದರಿಂದ ಈ ಪ್ರಕರಣವನ್ನು ಕಾಲಮಿತಿಯಲ್ಲಿ ಇತ್ಯರ್ಥಪಡಿಸಲಾಗಿರುವುದಿಲ್ಲ. ಆದ್ದರಿಂದ ಈ ಕೆಳಕಂಡಂತೆ ಆದೇಶ:

ಆದೇಶ

ಮೇಲೆ ಚರ್ಚಿಸಿದ ಕಾರಣಗಳಿಗಾಗಿ ಫಿರ್ಯಾದು ಸಂಖ್ಯೆ:

CMP/180522/0000848 ಅನ್ನು ಮಂಜೂರು ಮಾಡಲಾಗಿದೆ.

1. ಫಿರ್ಯಾದುದಾರರಿಂದ ಡೆವಲಪರ್ ಇವರು ನೇರವಾಗಿ ಪಡೆದುಕೊಂಡ ಗೂರ್ತಿ ಹಣವನ್ನು ದಿನಾಂಕ:01/05/2017 ರಿಂದ ಅನ್ವಯವಾಗುವಂತೆ ಪೂರ್ತಿ ಹಣ ತೀರುವವರೆಗೆ 10.25% ರಂತೆ ವಾರ್ಷಿಕವಾಗಿ ಬಡ್ಡಿಯನ್ನು ಸೇರಿಸಿ ಕೊಡತಕ್ಕದ್ದು.
2. ಫಿರ್ಯಾದುದಾರರ ಹೆಸರಿನಲ್ಲಿ ಪಡೆದುಕೊಂಡ ಸಾಲವನ್ನು ಮತ್ತು ಅದರ ಮೇಲಿನ EMI ಗಳನ್ನು ಕಟ್ಟತಕ್ಕದ್ದು.
3. ಒಂದು ವೇಳೆ EMI ಗಳನ್ನು ಫಿರ್ಯಾದುದಾರರೇ ಬ್ಯಾಂಕಿಗೆ ತುಂಬಿದ್ದಲ್ಲಿ ಅಷ್ಟು ಹಣವನ್ನು ಫಿರ್ಯಾದುದಾರರಿಗೆ ಹಿಂದಿರುಗಿಸತಕ್ಕದ್ದು.
4. ಫಿರ್ಯಾದುದಾರರು ಇದಾದ ನಂತರ ಡೆವಲಪರ್ ಗೆ ಅಗತ್ಯವಿದ್ದ Cancellation ದಾಖಲೆಗಳನ್ನು ಬರೆದುಕೊಡತಕ್ಕದ್ದು.
5. ಒಂದು ವೇಳೆ ಡೆವಲಪರ್ ಇವರು ಫಿರ್ಯಾದುದಾರರ ಫ್ಲಾಟ್ ಗೆ ಸಂಬಂಧಪಟ್ಟಂತೆ GST ಕೊಟ್ಟಿದ್ದಲ್ಲಿ ಸದರಿ ಹಣವನ್ನು ಸರ್ಕಾರದಿಂದ ವಾಪಾಸ್ ಪಡೆಯಲು ಅನುವಾಗುವಂತೆ ಡೆವಲಪರ್ ಇವರು ಫಿರ್ಯಾದುದಾರರಿಗೆ ಸೂಕ್ತ ದಾಖಲೆಗಳನ್ನು ಕೊಡತಕ್ಕದ್ದು.

ಫಿರ್ಯಾದುದಾರರಿಗೆ ಮತ್ತು ಎದುರಿದಾರರಿಗೆ ಈ ಆದೇಶದ ಬಗ್ಗೆ ಮಾಹಿತಿಕೊಡುವುದು.

[ಈ ತೀರ್ಪನ್ನು ಬೆರಳಚ್ಚುಗಾರರಿಗೆ ನೇರವಾಗಿ ಬೆರಳಚ್ಚು ಮಾಡುವ ಮೂಲಕ ದಿನಾಂಕ: 09.11.2018 ರಂದು ಪ್ರಕಟಿಸಲಾಗಿದೆ.]

(ಕೆ. ಪಾಲಾಕ್ಷಪ್ಪ)

Adjudicating officer