



# ಕರ್ನಾಟಕ ರಿಯಲ್ ಎಸ್ಟೇಟ್ ನಿಯಂತ್ರಣ ಪ್ರಾಧಿಕಾರ

ಕಡತ ಸಂಖ್ಯೆ Cmp. No: 1824

ಪುಟ ಸಂಖ್ಯೆ .....

ವಿಷಯ .....

Mr. S Srikanth  
Nitesh Hyde Parks Phase II

ಕಂಡಿಕೆ  
ಸಂಖ್ಯೆ

ಟಿಪ್ಪಣಿ ಮತ್ತು ಆದೇಶಗಳು

**CMP- 1824**

**09.10.2023**

As per the request of the complainant and Ms. 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. S. Srikanth joined over whatsapp video call and Ms. Shraddha Krishnan Authorized Signatory of the respondent present, in the pre-Lok-Adalat sitting held on 09.10.2023. 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: 13.09.2023 and entered between them filed during the pre Lok Adalat sitting on 09.10.2023. 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:13.09.2023 and presented on 09.10.2023. 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.

  
(Shraddha Krishnan)

**For NORTHROOF VENTURES PVT. LTD**

**Authorised Signatory**

  
Judicial Conciliator.

  
Advocate Conciliator.



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

**CMP/190104/0001824**

**BETWEEN:**

**Mr. S. SRIKANTH**

No.106, Harshitha Enclave, 17<sup>th</sup> Cross,  
28<sup>th</sup> Main, 6<sup>th</sup> Phase J P Nagar,  
Bangalore - 560 078.

....Complainant

**AND:**

**NHDPL South Private Limited** (now changed as Northroof Ventures Pvt Ltd)  
(formerly known NHDPL Properties  
Private Limited and Nitesh Housing Developers Pvt. Ltd.)

No. 110, Level 1, Andrews Building,  
M.G Road, Bengaluru - 560 001

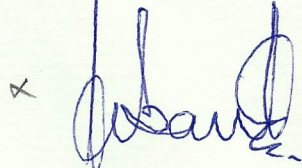
....Respondent


**JOINT MEMO**

The Complainant herein had filed the above mentioned Complaint before this Hon'ble Authority seeking delivery of apartment with project completed in all aspects and compensation for delay which came to be allowed on 23<sup>rd</sup> December, 2019 by the Hon'ble Adjudicating Officer.

Subsequently, both Complainant 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 the parties to the proceedings have no further claim / dues whatsoever against each other in respect of the execution claim involved in the subject complaint in any forum or court. 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.

  
13/09/2023  
S. SRIKANTH

  
(SHRADDHA KRISHNAM)

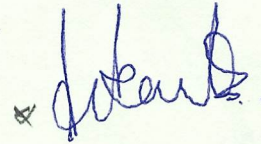
For NORTHROOF VENTURES PVT. LTD

Authorised

presented on 09.10.2023.



In view of the above mentioned Settlement arrived at between the parties, the parties herein request this Hon'ble Adjudicating officer to record the settlement and dispose of the execution proceedings of the complaint as fully and finally satisfied.



Dated: 13-09-2023

COMPLAINANT  
S. SRIKANTH



Place: Bangalore

RESPONDENT  
SHRADDHA KRISHNAN  
For NORTHROOF VENTURES PVT. LTD.

Authorised Signatory

NOT AN OFFICIAL COPY

**Complaint No. 1824**

**09.12.2023**

**Before the Lok-Adalat**

The execution proceedings in this case are taken up before the pre-Lok-Adalat held on 09.10.2023. The joint memo dated: 13.09.2023 & filed on 09.10.2023 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: 13.09.2023 presented on 09.10.2023. 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: 09<sup>TH</sup> DAY OF DECEMBER 2023**

**: CONCILIATORS PRESENT:**

Sri. I. F. Bidari ..... Judicial Conciliator

AND

Ms. Likitha T.A ..... Advocate Conciliator

**COMPLAINT NO: CMP/190104/0001824**

**Between**

Mr. S. Srikanth ..... 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:13.09.2023 filed during the pre-Lok Adalat sitting on dated:09.10.2023, 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: 13.09.2023 presented on 09.10.2023 and said joint memo is ordered to be treated as part and parcel of the award.

  
Judicial conciliator

  
Advocate conciliator



**Dated: 1<sup>st</sup> July 2019**

AND

Opponent : Pradeep Narayan  
7<sup>th</sup> floor, "nitesh timesquare" #8 M.G Road  
Bengaluru-560001

1. On 12/02/2019 when the case was called Shri. Vinay Chartered Accountant has appeared on behalf of the complainant with authority letter. But the respondent did not appear. Notices have been sent to the developer again 8/3/2019, 29/3/2019 and 16/5/2019 on which day also the developer did not appear. The complainant has paid Rs. 1,91,44,281/- including the interest payable by the developer. The complainant has sought for refund of his money. Facts of the complaint are as follows.

1. I, Mr. S. Srikanth have paid Rs. 1.14 crore to Nitesh during the period November 2012 to March 2013. 2. Nitesh Hyde Park - The project was supposed to be completed by 30th June 2015 as per construction agreement - Attachment -1. 3. Nitesh requested for extension

2016/11/14

till Dec 2017 which was communicated through a letter dated 9th Jan 2015 - Attachment - 2 4. Recent picture of the construction project has been attached. 5. There has been no response or communication from Nitesh after many follow ups. 6. As the builder did not comply with the terms of the agreement, I have suffered significant financial loss on the project. I wish to withdraw from the project claiming the refund of the principle amount including interest and compensation on the amount paid.

Relief Sought from RERA : Refund of money with interest and compensation

2. As the developer did not appear I have heard the arguments of the complainant. As per calculation memo filed by the complainant he has paid Rs. 21,78,515/- to the developer from his pocket. He has raised the loan from HDFC Bank and the complainant has also paid EMI. In this regard the complainant has filed the chart of calculation which reads as under.....

Sl.No.	Particulars	Amount
1.	Amount paid to Nitesh by Srikanth	21,78,515
2.	Loan taken from HDFC Bank	92,30,000
3.	Pre - EMI paid by Srikanth	28,86,265
4.	Interest as per S. 16 of RERA	44,75,941
5.	Interest as per Construction Agreement	3,73,560
	<b>Total consideration</b>	<b>1,91,44,281</b>

*[Handwritten signature]*



	<b>Total consideration</b>	<b>1,91,44,281</b>

3. I would like to say that the claim made by the complainant is not opposed by other side and I did not find the reasons to deny the same. The project was to be completed in the month of June 2015 but till today did not complete means the complainant may go out from the project as per provision made in S.18 of the Act.
4. Before passing the final order I would like to say that as per section 71(2) of RERA the complaint shall be disposed off by the Authority within 60 days from the date of receipt of the complaint. This complaint is filed on 04/01/2019. As per SOP, 60 days shall be computed from the date of appearance of the parties. In this case the complainant was present on 12/02/2019 but the developer did not appear at all. Hence, the complaint is being disposed of with no delay. Hence , I proceed to pass the following

*[Handwritten signature]*  
01/02/19



## ORDER

The complaint no. CMP/190104/0001824 is allowed by directing the developer to pay Rs. 21,78,515/- to the complainant with interest @9% p.a on the respective amount paid on respective date prior to 30/4/2017 and interest @10.75% p.a. commencing from 1/5/2017 till the realization of full amount.

Further the developer is directed to discharge bank loan amount along with EMI and interest and any incidental charges, if any.

The developer is also directed to pay Rs. 5000/- as cost.

After receipt of entire amount, the complainant is directed to execute the cancellation of agreement of sale.

Intimate the parties regarding this order.

(This Order is Typed, Verified, Corrected and pronounced on 1<sup>st</sup> of July 2019)

  
Adjudicating officer  
K.PALAKSHARPA