



ಕರ್ನಾಟಕ ರಿಯಲ್ ಎಸ್ಟೇಟ್ ನಿಯಂತ್ರಣ ಪ್ರಾಧಿಕಾರ

ಕಡತ ಸಂಖ್ಯೆ Cmp. 6737

ಪುಟ ಸಂಖ್ಯೆ 6

ವಿಷಯ Mainak Ghosh

N.D. Passion Elite

ಕಂಡಿಕೆ
ಸಂಖ್ಯೆ

ಟಿಪ್ಪಣಿ ಮತ್ತು ಆದೇಶಗಳು

Complaint Nos: 6712, 6699, 6700, 6737, 6714, 6719, 6725, 6716, 6740, 6741, 6713, 6705, 6734, 6739, 6728, and 6735 clubbed in complaint No. 6732

24.06.2022

As per the request of the parties and learned counsel appearing for them, the above cases are taken-up for settlement, before the National Lok Adalat to be held on 25.06.2022.

The complainant No.2 and the M.D. for the respondent and Advocates for the parties are present, before the pre-Lok-Adalat sitting held today. The above matters are settled in terms of the joint settlement memo/compromise petition dated:24.06.2022. The settlement entered between the parties is voluntary and legal one. The settlement is accepted in the above cases are ordered to be closed as settled between the parties in terms of above joint settlement memo / compromise petition. The above cases are recording this compromise in the national Lok Adalat scheduled to be held on 25.06.2022. For drawing up of award the above matters are referred before the National Lok-Adalat to be held on 25.06.2022.

For N.D. Passion Elite Allottees Welfare Association.


Authorised Signatory


Judicial Conciliator.

For N.D. DEVELOPERS (P) LTD.


Managing Director


Advocate Conciliator.

LN/2021/1888/16



ಕರ್ನಾಟಕ ರಿಯಲ್ ಎಸ್ಟೇಟ್ ನಿಯಂತ್ರಣ ಪ್ರಾಧಿಕಾರ

ಕಡತದ ಸಂಖ್ಯೆ *CMP.6737*

ಪುಟ ಸಂಖ್ಯೆ *7*

ವಿಷಯ *Mainak Ghosh*

..... *N.D. Passion Elite*

ಕಂಡಿಕೆ
ಸಂಖ್ಯೆ

ಟಿಪ್ಪಣಿ ಮತ್ತು ಆದೇಶಗಳು

Date: 24.06.2022

Learned council for proposed complainant No.2 has filed application under order 1 rule 10 sub clause 2 read with section 151 of CPC to implead proposed complainant N D Passion Elite Allottees Welfare Association on the ground that the complainants who are members of association are entering into compromise in respect of completion of project with the promoter have given their letter of approval to the secretary of association to represent them on their behalf and also to enter into compromise with the promoter wide resolution dated 18/06/2022 passed in special general body meeting. Hence, it is just and necessary to implead proposed complainant in these matters.

Perused the same. Same is allowed as proposed complainant No.2 is a welfare association who is a necessary party for compromise. Accordingly above said IA is allowed.

Both the parties have filed a joint memo for clubbing complaint No. 6712, 6699, 6700, 6737, 6714, 6719, 6725, 6716, 6740, 6741, 6713, 6705, 6734, 6739, 6728, and 6735 with Cmp. No.6732/2020 as the subject matter and the relief claimed by the complainant against the promoter are in common and against the same project. Hence, to enable both the parties to enter into compromise said memo is accepted and complaints are clubbed accordingly.

Registrar
K-RERA

CMP. 6737

25.06.2022

Before the Lok-Adalath

The matter taken up before the Lok-Adalat. The joint memo filed by the parties is hereby accepted. Hence, the matter settled before the Lok-Adalat as per said joint memo.

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


Judicial Conciliator.


Advocate Conciliator.

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KARNATAKA STATE LEGAL SERVICES AUTHORITY

BEFORE THE LOK ADALAT

IN THE KARNATAKA REAL ESTATE REGULATORY AUTHORITY AT
BENGALURU

DATED: 25TH DAY OF JUNE 2022

: CONCILIATORS PRESENT:

Smt. Maheshwari S Hiremat Judicial conciliator

AND

Sri. Rajkumar Madikeri Devaraj Advocate conciliator

COMPLAINT NO: CMP/200930/0006737

Between

1) Mainak Ghosh

2) N. D. Passions Elite Allottees Welfare Association Complainant/s
Represented by Allottees Welfare Association Secretary
(By Sri. M.R.S.K Advocate)

AND

M/s. N D Developers Pvt. Ltd Respondent/s
(By Smt. M.S. Advocate)

Award

The dispute between the parties having been referred for determination to the Lok Adalat and the parties having compromised/settled the matter, in terms of joint settlement memo dated: 24.06.2022 filed during the pre Lok Adalat sitting on dated: 24.06.2022, same is accepted. The settlement entered between the parties is voluntary and legal one.

The complaint stands disposed off in terms of the joint memo and joint memo is ordered to be treated as part and partial of the award.



Judicial conciliator



Advocate conciliator

BEFORE THE KARNATAKA REAL ESTATE REGULATORY
AUTHORITY, AT BANGALORE

BETWEEN:


1. **Poornima Murthy/ T S Murthy Flat No.C-201**
Complaint No.CMP/200930/6732
2. **Rakesh A Shetty/ Nishitha C Hegde - Flat No. C 601**
Complaint No. CMP/200930/6712
3. **ShubhashisSengupta/Piyali Sengupta Flat No.A-603**
Complaint No.CMP/200930/6699
4. **Akshay TS/Shweta Akshay Teeka - Flat No. B-103**
Complaint No.CMP/200930/6700
5. **Mainak Ghosh/Rumi Ghosh Flat No.E-601**
Complaint No.CMP/200930/6737
6. **Yashpal Gandhi/Monish Gandhi Flat No. E-302**
Complaint No.CMP/200930/6714
7. **Manigandan P.G Flat No.B-G04**
Complaint No.CMP/200930/6719
8. **Vijayalaxmi Hiremath/ Chidananda C Flat No.D-702**
Complaint No. CMP/200930/6725
9. **T. Janakiram Flat No. D-102**
Complaint No.CMP/201001/6716
10. **Chirenjeeth Jagannath Flat No.B-303**
Complaint No.CMP/201001/6740
11. **Srajan Tiwari Flat No.C-404**
Complaint No.CMP/201001/0006741
12. **Viraj Shetty Flat No.B-204**
Complaint No.CMP/201205/6713
13. **Santosh Srinivasan Flat No E.401**

**BEFORE THE KARNATAKA REAL ESTATE REGULATORY
AUTHORITY, AT BANGALORE**

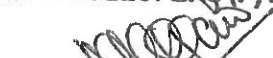
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12. **Viraj Shetty Flat No.B-204**
Complaint No.CMP/201205/6713
13. **Santosh Srinivasan Flat No.E-401**
Complaint No.CMP/200930/6705
14. **Satish Sankaran/Subha Satish Flat No. A 502**
Complaint No.CMP/200930/6734
15. **Nabarun Dey Purkayastha/Meghna Dey Purkayastha**

For N.D. Passion Elite Allottees Welfare Association.


Authorized Signatory

For N.D. DEVELOPERS (P) LTD.


Managing Director

Flat No.A-G04 -Complaint No.CMP/UR/200930/6739

16. **Ramesh Kavanapillil/Anupama Ramesh, Flat No.C-501**

Complaint No.CMP/200930/6728

17. **RiteshRaushan – Flat No.E-G02**

Complaint No.CMP/200930/6735

18. **ND PASSION ELITE ALLOTTEES WELFARE ASSOCIATION (Represented by its Secretary)**

A society registered under

The Karnataka Co-Operative

Societies Registration Act,

Having its office at No. CG04,

N D Passion Elite, Kudlu Village,

SarjapuranHobli, Anekal Taluk,

Bangalore Rural District – 560 068

Represented by its

Authorised signatory/Secretary

Sri. Sandeep Kumar Mahapatra ... **COMPLAINANTS**

And:

N D DEVELOPERS PVT LTD

A company registered under

The Companies Act, 1956

Having its office at No. 25, Balaji Nilaya

Dollars Colony, B.T.M 2nd Stage, Bangalore

Represented by its

Authorised Signatory/Managing Director

Mr. M.K. K.Durani

Aged about 60 years

S/o M.S.H.K Durani

... **RESPONDENT**

JOINT SETTLEMENT MEMO/COMPROMISE PETITION

For N.D. Passion Elite Allottees Welfare Association.

Authorised Signatory

For N.D. DEVELOPERS (P) LTD.


Managing Director

- I The project N D Passion Elite is a real estate project and the complainants are the allottees of different flats in the said project undertaken to be developed by respondent.
- II The above complainants have approached this Hon'ble Authority against the respondents seeking certain reliefs as prayed for in the respective complaints. This Hon'ble authority has reserved the matter for final arguments.
- III There are 147 flats in the aforesaid project, allottees of 70 flats have formed an association in the name of N D Passion Elite Allottees Welfare Association. The above 17 Complainants are from among 70 members of the association who have decided to compromise the matter with the promoter.
- IV The Allottees Welfare association which has been impleaded as complainant No. 2 to represent its members including the above complainants as per the resolution passed in its special general body meeting dated 18/06/2022 and further complainants have also individually given their consent letters to the association in this regard.
- V The Complainants/allottees, their association and the promoter/respondent after discussing their dispute pertaining to the subject matter of the complaints in depth in the presence of their well wishers and the retired judicial and advocate conciliators of RERA have voluntarily decided to compromise the entire dispute amicably.
- VI The N D Passion Allottees Welfare Association who is impleaded as second complainant in complainant No. 6732/2020, thus complaints No. 6712, 6699, 6700, 6737, 6714, 6719, 6725, 6716, 6740, 6741, 6713, 6705, 6734, 6739, 6728, 6735 all of 2020 have been clubbed with complainant No. 6732/2020 and compromise held and recorded in complaint No. 6732/2020 holds good and valid for the aforesaid remaining 16 complaints also.
- VII The N D Passion Elite Allottees Welfare Association has been authorised by the complainants in complaints No's. 6732/2020, 6712, 6699, 6700, 6737, 6714, 6719, 6725, 6716, 6740, 6741, 6713, 6705, 6734, 6739, 6728, 6735 all of 2020 to enter into compromise on their behalf also.
- VIII **THE TERMS OF THE SETTLEMENT READS AS UNDER:**
1. Respondent/ promoter has undertaken to contribute his share of investment into Escrow account bearing

For N.D. Passion Elite Allottees Welfare Association.


Authorised Signatory

For N.D. DEVELOPERS (P) LTD.


Managing Director

No.50200031556585 jointly opened in HDFC bank, BTM 2nd stage Branch, Bangalore by promoter and members of this association in the following manner :

- a. The respondent/promoter has agreed to contribute a sum of Rs. 85,00,000- (Rupees Eighty-Five Lakhs Only) within one month from (13/06/2022) and deposit the same in the Escrow account as mentioned above.
- b. The respondent/promoter undertakes to contribute another Rs. 75,00,000- (Rupees Seventy Five Lakhs Only) within next 15 days that is within 45 days from 13/06/2022 into the aforesaid Escrow account.
- c. The respondent/promoter has undertaken to do all pending work and complete the same in a war foot measure without any further delay and make the project in livable condition on or before 31/08/2022. The electricity connection will be provided from temporary power connection and the differential power tariff in between domestic and commercial power tariff will be borne by the respondent/promoter. The permanent power connection with separate individual flat meters and RR number will be provided by respondent/promoter on or before September 2022.
- d. The parking facilities as per the sale agreement will be properly marked and allocated to each allottees by the respondent/promoter on or before August 2022
- e. The respondent/promoter will provide club membership and other amenities at the following places at agreed timelines:

- i. Party Hall & pantry facilities
- ii. Changing rooms for swimming pool
- iii. Toilets

The above amenities will be provided inside the commercial building ground floor (1753 sq ft).

- i. Party lawn (adjacent to commercial building 2197 sq ft)
- ii. Swimming pool and kids' pool
- iii. Children play area /Badminton court /Basketball court

For N.D. Passion Elite Allottees Welfare Association.


Authorised Signatory

For N.D. DEVELOPERS (P) LTD.


Managing Director

The respondent/promoter will hand over the above amenities on or before September 2022

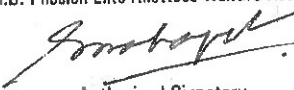
Club Membership amenities will be provided in C block ground floor & 1st floor measuring (8000 sq ft):

- i. Gym
- ii. Steam room
- iii. Yoga centre
- iv. Library
- v. Indoor games
- vi. Table Tennis
- vii. Snooker
- viii. Squash court

The respondent/promoter will hand over the above club related amenities on or before March 2023 plus a grace period of 90 days (June 2023)

- f. The respondent/promoter has undertaken to obtain necessary permission from concerned statutory authorities as agreed upon in the sale agreement that he has entered into with the complainant/allottees within September 2022.
- g. The respondent/promoter has agreed to take effective steps against those allottees whether they are members or non-members of this association to recover the balance consideration, due from them. If necessary, issue notice to such allottees giving them 15 days to clear their dues failing which to take steps as per law to cancel the agreements of such allottees.
- h. The Complainants/Allottees who have already obtained registered Sale Deeds in respect of their respective flats have paid amount towards corpus fund and 1 year maintenance at the time of registration expenditure. The complainants who are yet to obtain registered sale deed have agreed to pay 1 year maintenance amount at the time of registration of sale deeds. The respondent/promoter will deposit both corpus fund and maintenance amount in the bank account of ND Passion Elite Allottees Welfare Association (NDPEAWA) on or before September 2022. The landowners have to deposit both corpus fund and maintenance amount proportionate to their share of flats in the NDPEWA bank account on or before September 2022 failing which the NDPEWA will take necessary action by

For N.D. Passion Elite Allottees Welfare Association.


Authorised Signatory

For N.D. DEVELOPERS (P) LTD.


Managing Director

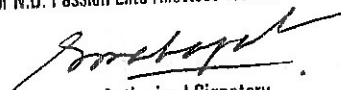
disconnecting the power & water supply to their quota/share of flats

- i. The respondent/promoter and the allottees have undertaken to supervise the project by meeting once in a fortnight at the project site with prior notice to each other.
 - j. The respondent/promoter agrees to bear any shortfall that may arise due to any cost escalations over and above the estimated cost for completion of project with all agreed amenities and provide occupancy certificate.
 - k. The respondent/promoter shall give representation to RERA for renewal of extension of RERA certificate for which the complainants have no objection.
 - l. The respondent/ promoter shall resolve the dispute with the landowners if any pending and further undertaken that, that will not hamper the project and its delivery as agreed.
 - m. The promoter shall form Apartments Owners association of N D Passion Elite and handover all the original documents pertaining to the project in due course
 - n. The respondent/promoter shall apply for Occupancy Certificate (OC) with all necessary statutory approval and supporting documents on or before 31/08/2022 and shall make all bonafide efforts to obtain the OC on or before 31/12/2022 plus a grace period of 3 months (March 2023)
2. Whereas complainants who are members of the home buyers association who have shown keen interest in development of the project have already extended their solid support to the respondent/promoter in the interest of completion of the project expeditiously so that promoter can deliver possession of the respective flats in their favour at the earliest possible time. The allottees have also entered into Sale Agreement with respect to Flat No. B-704 (1850 sq ft), A-102 (1860 sq ft), D-G03 (1290 Sq ft), C-102 (2340 sq ft) and CG03 (1995 Sq ft) in order to bail out the promoter which were left unsold due to delay in project

IX The obligations of allottees are as follows:

- a. Complainants who are members of the association shall contribute or pay their balance of sale consideration into the aforesaid ESCROW account in 3 instalments. First

For N.D. Passion Elite Allottees Welfare Association.


Authorized Signatory

For N.D. DEVELOPERS (P) LTD.


Managing Director

- instalment has to be paid on or before 30th June, Second instalment shall be paid on or before 15th July and Third and last instalment shall be paid on or before 31st July 2022 failing which the respondent/promoter is at liberty to initiate or take steps for cancellation of agreement of such complainants. The completion of project as agreed by promoter is subject to payment of instalments by the complainant as agreed upon.
- b. The promoter shall give representation to RERA seeking extension of RERA registration certificate. The secretary of the association on behalf of the complainants and other members of the association have given no objection to the promoter stating that association has no objection for seeking extension of RERA registration certificate in respect of project N D Passion Elite.
 - c. The promoter, complainants and their association immediately after obtaining renewal of extension of RERA license certificate shall approach the respective bankers for release of balance loan so as to enable them to remit the balance sale consideration to aforesaid ESCROW account. In such case, bank shall release the amount without any delay.
 - d. The promoter shall invest his share of contribution as agreed upon and shall complete the project by end of August 2022 in livable condition and deliver possession of flats to allottees with all amenities as agreed upon in the sale agreement. The Complainants/ Allottees shall not press for Revenue Recovery Certificate, other pending RERA cases and Criminal case in C C No. 11768/2020 pending before 9th ACMM, Bangalore. The promoter failing to perform his part of undertaking on various timelines as mentioned above, such as handing over flats to complainants in livable condition on or before 31/08/2022, obtain OC on or before 31/12/2022 (plus 3 months grace period), club membership amenities on or before 31/03/2023 (plus 3 months grace period), the Complainants/ Allottees shall have every right to pursue their Revenue Recovery, seek for judgment in pending cases and also pursue criminal case in C C No. 11768/2020
 - e. The association would ensure the promoter that all of the members of association would pay balance sale consideration if any payable to the promoter within the time frame as stipulated in clause IX-a.

For N.D. Passion Elite Allottees Welfare Association.

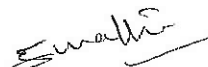

Authorised Signatory

For N.D. DEVELOPERS (P) LTD.


Managing Director

- f. The complainants and their association will have no claim whatsoever against the promoter after the completion of project by the respondent/promoter with all agreed amenities on or before 31/06/2023 for the delay in giving the possession. They are agreeable to withdraw any case pending before any court by filing appropriate memo if builder honours his commitment to complete the project with all agreed amenities and provide occupancy certificate on or before 31/06/2023
- g. The parties have entered into this Compromise Petition fully aware of the legal implication and either of the parties have put their seal and signature on their free will and volition without any undue influence, force and coercion.

Copy of settlement agreement entered into between the complainant and promoters in Complaint No. 6732/2020 is kept in all the above 16 complainants.


Advocate for Respondent

For N.D. DEVELOPERS (P) LTD.


Managing Director

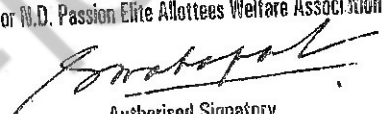
Respondent/Promoter
ND Developers Pvt Ltd

M.K.K. Durani
Managing Director

Date: 24/06/2022
Place: Bangalore


Advocate for Complainants

For N.D. Passion Elite Allottees Welfare Association.


Authorised Signatory

ND Passion Elite Allottees
Welfare Association
represented, by its
Secretary Sandeep Kumar
Mahapatra