BEFORE THE TAMIL NADU REAL ESTATE APPELLATE TRIBUNAL (TNREAT)
(Tamilnadu, Puduchery, Andaman & Nicobar Islands)
At Egmore, Chennai – 600008.
(Under the Real Estate Regulation and Development Act, 2016)

Coram : Mr.Justice B.Rajendran, Chairperson
Mr.N.Balasubramanian, Judicial Member
Ms.Leena Nair, Administrative Member

Appeal No. 6 of 2018

Rajendran Chingaravelu

... Appellant/Complainant

-Vs-

Unitech Limited
Rep.by Mr.J.d.Kishore Walter

... Respondents

.....

This appeal has been preferred against the order passed by the Tamil Nadu Real Estate Regulatory Authority dated 8.11.2018.

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The appeal has been preferred against the order dated 8.11.2018 passed by the Tamil Nadu Real Estate Regulatory Authority order of dismissal for want of jurisdiction to entertain the complaint. Aggrieved upon that, the appellant/complainant preferred this appeal. The appellant represented in person and the respondent represented by Advocates M/s.B.Manoharan and Sumathi Selvaraj.

The complainant is the appellant in this appeal. The complainant has booked a villa on 6th April 2015 in the Project 'Palm Villas', Nalambakkam Village, Chengalpet Taluk, Kancheepuram District after paying Rs.70,05,345/- out of total consideration of Rs.83.1 lakhs. The complainant has also signed an agreement in the year 2015. The complainant has stated that the respondent has not handed over any documents concerned with this project for legal verification even after repeated reminders. But only given a CD with some documents. Numerous number of communications and reminders did not help and then the complainant finally asked the respondent to refund the advance money for which the respondent did not respond. Being aggrieved, the complainant approached Tamil Nadu Real Estate Regulatory Authority for the relief of cancellation of partial registration of the promoter's project, prohibited the complainant from promoting and selling the project, trigger penal action for making false representation and for direction of refund of advance amount with interest. After hearing both sides the Authority has dismissed the complaint on the ground that the Authority has no

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jurisdiction to entertain this complaint since the villa booked by the complainant is not part of any project registered with TNRERA. Hence the complaint was dismissed. Aggrieved upon that, the complainant preferred this appeal.

During the hearing both the parties entered into a compromise agreement and came forward with the petition for compromise. Hence the petition was allowed. On the strength of the compromise petition, this Tribunal has passed the following order

ORDER

Both parties represented that they have duly arrived at a compromise. In fact they have also recorded the minutes of the meeting held on 5.4.2019. They have jointly filed a compromise petition enclosing the minutes of the meeting dated 5.4.2019. The content of the compromise were read through to both the parties in the open Court. Both the parties duly agreed as per the terms of the compromise. The compromise is allowed and recorded. The appeal is ordered in terms of the compromise petition filed by both parties jointly. The compromise petition will form part and parcel of the order of this Tribunal as the matter has been compromised between the parties for reporting compliance formal hearing date is given on 8.8.2019. (The terms of compromise attached with this order separately).

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This order is dictated to the Stenographer, transcribed and typed in the Computer by her, corrected and pronounced by us in the open Court on 11.6.2019.

CHAIRPERSON

ADMN. MEMBER

JUDL. MEMBER

Place : Chennai
Dated : 11.06.2019

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S.R.No. 472/19

IN THE TAMIL NADU REAL ESTATE APPELLATE TRIBUNAL, CHENNAI

S.R.No. 472/19 11 JUN 2019 TNREAT

S. M.A. No. 13/19

APPEAL NO: 6 OF 2018

Between:

Rajendran Chingaravelu — Appellant/ Applicant

And

Unitech Limited — Respondent/Opposite Party

Rep. By Mr. J.D Kishore Walter

COMPROMISE APLICATION

The applicant herein respectfully states as follows:

(1) That the last hearing on this appeal was heard on 19th March 2019.

(2) That in the last hearing the respondent/Opposite Party herein has offered to work out a compromise with the Appellant/Applicant herein, since the respondent is not in a position to refund the advance money.

(3) That accordingly, a compromise meeting was convened between the officials of Unitech Ltd and the applicant on 5th April 2019.

(4) That the said compromise was minuted and signed by both parties.

(5) The following were the summary of the terms of the compromise, as discussed and agreed by both parties:

a. The Respondent has agreed to handover the villa#71 in "as is where is basis" condition and let the Appellant complete rest of the work with Appellant's own funds "Keeping the external façade same as per existing scheme & hereafter respondent is free of his responsibility towards any work in this unit".

b. The total consideration stated in the allotment letter (page 19 of Respondent's counter) was taken as the baseline and all-inclusive gross dues to from the Appellant to the Respondent.

c. After adjusting the past payments and discounts during the compromise meeting, it was agreed by both parties that the net lump sum due to the Respondent will be of Rs.10,00,000/- (Rupees Ten Lakhs) only with no further dues to Respondent, except Maintenance Charges & Club charges shall be paid by the Appellant directly.

d. Both parties agreed that Respondent will execute the registration of UDS and Construction agreement on receipt of a Demand Draft for Rs.10,00,000/- (Rupees Ten Lakhs), and on the same day.

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e. The entire cost of Registration shall be borne by Appellant alone.

f. The registration shall be carried out within two months, and the Appellant to cooperate with Respondent for the same and the Respondent shall arrange for the registration, on the same day appellant shall sign on withdrawal petitions, per clause(s) below.

g. The respondent will extend their cooperation for smooth registration of the UDS and Construction agreements by providing all the necessary documents required for the registration by the concerned registrar.

h. The respondent has agreed to provide hard copies of legible working drawings of the villa unit, along with plumbing and electrical diagrams and also identify specific locations for the water, electricity and other utility connections such sewers, rain water drain etc.

i. The respondent has agreed to provide all documents legally required for getting utility (water, electricity etc) connections to villa#71 as well as for occupation of the villa#71 thereof.

j. The Appellant has agreed to withdraw the writ petition (W.P.No. 27038 of 2018) filed before the Hon'ble High Court, Madras and also agreed to withdraw all the Complaint/petitions pending before other Statutory Authorities including DTCP. ~~once the respondent has completed each of the above;~~

k. Nothing shall prevent the Appellant from exercising his legal right to remedies regarding lapses if any, such as common amenities/ facilities in the project and/or his own unit in accordance with law and that the Appellant has agreed not to raise the same issue/complaint/petition that gave raise to this appeal.

In light of the above mentioned facts and circumstances, the Applicant herein prays the Hon'ble Tribunal to:

(1) Accept the proposal for the compromise dated 5th April 2019 as per the terms of the compromise described above.

(2) ~~Issue any other order~~ Issue orders as this Hon'ble Tribunal deems fit.

Place: Chennai

Date: 11/6/2019

Signature of the Applicant

KICHORE LAWYER
Respondent.

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Minutes of Meeting

Dated:05.04.2019

As per discussion had with Mr.Rajendra Chingravelu in relating to Palm Villa No.71, customer code: PVC0091, M/s Unitech Limited and Mr.Rajendra Chingaravelu has mutually agreed in the following terms and condition and reduced into writing as follows:

1. The total cost of the unit amounts to Rs.88,52,640/- and He has paid a sum of Rs.61,50,000/- for his unit and that M/s Unitech Limited has given deduction of Rs.2,70,000/- (Rs.95,000/- for IFMSD & Rs.1,75,000/- for Club Charges), which will pay to the Club directly by Mr.Rajendra Chingaravelu.
2. M/s Unitech Limited is changed the Maintenance Charges from Rs.1,03,140 amount to Rs.68,760/- and comes to the Final amount of Rs.26,20,326/-.
3. Mr.Rajendra Chingaravelu agreed that to take the above said Unit "as is where is basis" and given deduction of Rs.12,64,375/- towards finishing cost of the Unit.
4. M/s Unitech Limited has offered the said Unit for sum of Rs.13,55,951/- and has given further discount of Rs.3,55,951/- and that Mr.Rajendra Chingaravelu has agreed to pay a sum of Rs.10,00,000/- for his Unit for Full and Final Settlement and there is no any due from the Mr.Rajendra Chingaravelu.
5. The registration fees and stamp duty shall be borne by Mr. Rajendra Chingaravelu

Summary

1.	Total Cost of the Unit	: Rs.88,52,640/-
2.	Amount Received so far excluding tax	:Rs.59,27,434/-
3.	Deductions viz, IFMS, Club charges and maintenance charges	: Rs. 3,04,880/-
4.	Deduction as per point No 3	: Rs.12,64,375/-
5.	Discount as per point No 4	:Rs. 3,55,951/-
	Total payable	: Rs. 10,00,000/-

(Mr. RAJENDRA CHINGARAVELU)

UNITECH LIMITED CHENNAI
M/s Unitech Limited,

(KISHORE WALTER)

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