BEFORE THE TAMIL NADU REAL ESTATE APPELLATE TRIBUNAL (TNREAT)

(Tamil Nadu, Puducherry, Andaman & Nicobar Islands)

(Under the Real Estate Regulation And Development Act 2016)

DATED 29.11.2021

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

Appeal No. 77 of 2021

1. Thiru.N.S.Mohanakrishnan (deceased)
2. Thiru.N.S.Madhanagopal
3. M.Manjula
4. N.S.M.Venkatesan
5. N.S.M.Gnanabiran ... Appellants

-Vs-

1. Tmt.J.Asha
2. M/s.Andavar Home Creators Pvt., Ltd.,
   Rep. by its Managing Director
   Tmt. Suganthi
3. Tmt. Suganthi Saravanan
   Managing Director
   M/s.Andavar Home Creators Pvt., Ltd., ... Respondents

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This appeal was taken on file on 12.07.2021 and came up for final hearing on 27.10.2021 in the presence of M/s.C.Kanagaraj, L.P.Balajiram and S.Vinith, Counsels for the appellants. The 1st respondent appeared through counsels M/s.K.V.Bashyam Chari, K.Bhuvaneswari and R.Sarala. Respondents 2 and 3 appeared through the counsel Ms.T.Renu. Having heard the arguments of both sides through video conferencing and having stood over for consideration till this date and this Tribunal delivered the following:

ORDER

1. This appeal has been preferred against the order of the Tamil Nadu Real Estate Regulatory Authority in C.No.54/2020 dated 19.04.2021 by the land owners/promoters against the home buyer and builder. This appeal related to the housing apartments in about 2249 sq. ft of land comprised in Survey No. 114/2B and 5 in Nanmangalam Village, Tambaram Taluk.

2. The appellants 1 and 2 are the land owners/promoters. Since the 1st appellant died during the pendency of the appeal his legal heirs were impleaded as appellants No.3 to 5 (As per order in M.A.136/2021 dated 15.9.2021). The 1st respondent is the home buyer and the respondents 2 and 3 are the builders/promoters. The appellants are the land owners/promoters. For easy understanding the parties are arrayed hereinafter as per their original rankings as the 1st respondent as home buyer, the respondents 2 and 3 are called as builders/promoters and the appellants are called as land owners/promoters.

3. According to the home buyer that the builder/promoter represented to have that they are developing housing apartments. The builder/promoter introduced the land owners/promoters, the appellant No.1 and 2. The home buyer agreed to purchase flat No.II, 1st floor, in Survey No.114/2B & 5, plot No.4D, Plot area 1574 sq. ft. Sadagopan Enclave, Nanmangalam. Out of total extent of 2249 sq. ft. undivided share of land measuring 1125 sq. ft. in survey No.114/2B & 5 in Sadagopan enclave, Nanmangalam Village. The sale price for the undivided share of land was fixed at Rs.28,12,500/-, construction cost was fixed at Rs.34,83,500/- and the total cost of the flat fixed at Rs.62,96,000/-. All the three parties namely home buyer, builder/promoter and the land owners/promoters entered into separate agreements for sale as well as for construction on 3.8.2012. The home buyer totally paid Rs.65,00,000/- in various dates namely on 30.6.2012 – Rs.2,00,000/- on 4.7.2012 paid a sum of Rs.3,00,000/- and Rs.5,00,000/-, on 29.12.2012 – 15,00,000/-, on 11.2.2013 – 15,00,000/-, on 25.9.2013 – 10,00,000/- on 6.2.2014 - 5,00,000/- on 29.7.2015 – Rs.10,00,000/- but the promoter has issued the receipt for Rs.9,00,000/- only. The home buyer paid excess amount of Rs.1,04,000/- Even though the home buyer approached the promoters from August 2015 onwards to register the conveyance of undivided share of land, the promoter did not come forward to register the undivided share. Hence the home buyer filed a criminal Original Petition before the Hon'ble High Court of Madras and as per the order of the High court the promoter has handed over the possession of the said property to the home buyer on 22.3.2018 without completing the main door, rest room pipes, plumbing works etc. but promised to complete the

construction and balance of Rs.3,50,000/- will be paid on registration which was agreed as per the unregistered agreement on the same day. Since the builder failed to complete the same the home buyer herself completed the balance works. Since the builder/promoter died on 27.3.2019 the home buyer requested the 2nd respondent/promoter to complete the conveyance deed for undivided share but she has not responded. Hence the home buyer approached the Regulatory Authority for the relief to register the undivided share and construction agreement of the home buyer's flat and also for the relief of refund of excess of amount with reasonable interest. After contest the authority has directed the land owner/promoter and builder/promoter are jointly and severally responsible for the execution of the sale deed of undivided share of land to the home buyer as per the agreement. Aggrieved upon the same the land owners/promoters preferred this appeal on the following main grounds:

- The land owners will not come under the definition of promoter.
- Proof of payments not produced by the home buyer even after the direction dated 22.10.2020.
- The builder/promoter has not admitted the alleged payments of the home buyer.
- As per clause 12(a) of the development agreement the builder/promoter has failed to comply the said clause and hence the land owner/promoters will not become liable to execute the undivided share.

4. The learned counsel for the appellants would submit that the above grounds were not considered by the Regulatory Authority. Further would submit that without consideration for the sale deed it is not possible to execute the sale deed for undivided share. Therefore, this appeal has to be allowed.

5. The learned counsel for the builder/promoter would submit that still the land owners are bound to pay the amount due to the builder/promoter as detailed in their counter. Hence the land owners/promoters are liable to execute the undivided share to the home buyer.

6. The learned counsel for the home buyer would submit that the learned Regulatory Authority has considered the entire facts and came to a correct conclusion and there is no infirmity in the findings to interfere. Therefore this appeal is devoid of merits and it has to be dismissed.

7. Points for consideration:

1. Whether the plea of the land owners 'as they are not promoters' is sustainable?
2. Whether the appeal deserves to be allowed or not?

Point No.1:

8. The appellants/land owners and the 2nd respondent's husband Saravanan entered into a development agreement on 29.2.2008 with regard to the parcel of land comprised in survey Nos.114,115 and 116 to an extent of

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210 cents situate in Nanmangalam village, Tambaram Taluk for the purpose of development of real estate. In consideration of the owners having agreed to interest to the developer the development of the said property and to confer on the developer the rights, powers, privileges and benefits as mentioned herein, the developer agreed to deliver into the owners 50% of the entire super built area in the area or portion or part of the flats so desired are indicated by them. In consideration of the handing over of 50% of the entire super built area, the owners of the land agreed to convey the undivided share in the land commensurate to the area of the building to the nominees/purchasers of the flat from the developer. These are the admitted facts.

9. According to the appellants/land owners the home buyer has paid Rs.5,00,000/- only with the knowledge of the appellants/land owners. The builder/promoter has paid only Rs.2,50,000/- to these out of the said advance amount of Rs.5,00,000/- the balance amounts in respect of this transaction of sale are not known to the land owners and they have not received any payment so far from the builder/promoter. The builder/promoter by deviating from the normal practice failed to pay the half of the consideration allegedly received by it from the home buyer. The appellants/land owners are ready to execute the sale deed as soon as they receive the balance consideration from the builder/promoter, if really it was paid by the home buyer to the builder/promoter as alleged. These are the disputed facts.

10. The learned Regulatory Authority after considering the admitted facts and the disputed facts came to a conclusion that regarding the dues if any claimed by the land owners from the builder/promoter the land owners are at liberty to seek remedy in a manner known to law. Further found that both the land owners and builder are jointly and severally responsible for the execution of sale deed of undivided share of land to the home buyer as per the agreement to sell, the deed of construction agreement as well as the development agreement between the land owners and the builder/promoter.

11. Now the appellants/land owners have come forward with this appeal mainly on two grounds namely 1) the land owners are not the promoters and 2) the appellants/promoters are ready to execute the undivided share sale deed to the home buyer subject to receipt of the balance consideration from the builder/promoter. Let us discuss the first point namely whether the land owners are promoters or not.

12. The following are the relevant provisions to decide the issue.

The word promoter, the word planning area, the word real estate project are defined in Section 2(zk), 2(zh) and 2(zn) in the Real Estate (Regulation and Development) Act, 2016 which runs as follows:

Section 2(zk) "promoter" means,—

(i) a person who constructs or causes to be constructed an independent building or a

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building consisting of apartments, or converts an existing building or a part thereof into apartments, for the purpose of selling all or some of the apartments to other persons and includes his assignees; or

(ii) *(ii) a person who develops land into a project, whether or not the person also constructs structures on any of the plots, for the purpose of selling to other persons all or some of the plots in the said project, whether with or without structures thereon; or*

(iii) .. ..

(iv) .. ..

(v) .. ..

(vi) .. ..

Explanation.—For the purposes of this clause, where the person who constructs or converts a building into apartments or develops a plot for sale and the persons who sells apartments or plots are different persons, both of them shall be deemed to be the promoters and shall be jointly liable as such for the functions and responsibilities specified, under this Act or the rules and regulations made thereunder;

Section 2(zh) "planning area" means a planning area or a development area or a local planning area or a regional development plan area, by whatever name called, or any other area specified as such by the appropriate Government or any competent authority and includes any area designated by the appropriate Government or the competent authority to be a planning area for future planned development, under the law relating to Town and Country Planning for the time being in force and as revised from time to time;

Section 2(zn) "real estate project" means the development of a building or a building consisting of apartments, or converting an existing building or a part thereof into apartments, or the development of land into plots or apartment, as the case may be, for the purpose of selling all or some of the said apartments or plots or building, as the

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case may be, and includes the common areas, the development works, all improvements and structures thereon, and all easement, rights and appurtenances belonging thereto;

13. As per Section 2(zh)(i) of this Act, a person who constructs or causes to be constructed apartments for the purpose of selling to other persons, is a promoter.

14. As per Section 2(zh)(ii) of this Act, a person who develops land into a project, whether or not a person also constructs structures on any of the plots, for the purpose of selling to other persons all or some of the plots in the said project, whether with or without structures thereon; is also a promoter.

15. The appellants/ land owners and the builder/promoter entered into a development agreement on 29.2.2008, "the owners have agreed to authorize the developer to develop the said lands by leveling the ground, make them fit for construction and constructing new buildings thereon, on flat ownership basis and the owners are agreeable to convey the said land commensurate with the superstructure built area to any nominee of the developer on the terms and conditions".

16. As per Section 2(zn) the development of land into plots or apartment for the purpose of selling all or some of the said apartments or plots or building, as the case may be, and includes the common areas, the development works, all improvements and structures there on and all easement, rights and appurtenances belonging that to.

17. The appellants/land owners as per their development agreement agreed to develop their land into apartments through the builder/promoter for the purpose of selling and in consideration of the development the appellants/landowners agreed to receive 50% of the entire super built area and the balance 50% of the super built area the developer/promoter agree to sell as per his choice and the appellants/land owners also agreed to convey the undivided share in the land commensurate to the area of the building to the purchasers of the flat from the developer. Therefore as per the above said development agreement dated 29.2.2008 the appellants/land owners, even though they have not shown them as promoters, as per the above provisions Section 2(zk) and 2(zn) became as promoters. The appellants/land owners have purposely suppressed and concealed them as promoters. As per the provisions of The Real Estate (Regulation and Development) Act, 2016 the appellants/land owners are construed as promoters. This Tribunal already decided this point with same set of facts in A.No.67/2019 dated 9.9.2020. The point No.1 is answered accordingly.

Point No.2:

18. All the three parties namely home buyer, builder/promoter and land owners/promoters have put forth their own accounts and the land owners and the builder/promoter claiming each other. But at last the home buyer even though put in possession of the flat, she is residing without any document to that flat hence, the home buyer sought for the relief before the Regulatory

Authority and Regulatory Authority directed both builder as well as land owners to execute the document. The land owners came forward this appeal to set aside the order of the Regulatory Authority only on the ground that without sale consideration no conveyance deed. Now let us discuss the defence of the land owners is sustainable to set aside the order of the Regulatory Authority.

19. According to the home buyers they have paid a sum of Rs.65,00,000/- to the builder/promoter which includes the excess payment of Rs.1,04,000/-. So no amount is due towards sale consideration of the flat from the home buyer to the builder/promoter. Hence the home buyer sought for the relief of registration of undivided share of land and construction agreement.

20. According to the land owners a sum of Rs.1,32,96,437/- is due and liable to be paid by the builder/promoter to the land owners and after deducting the value of unsold flats the total due from the builder/promoter to the land owners is Rs.80,09,802/- (paragraph No.28 of the counter of land owners).

21. According to the builder/promoter value of unsold flats is Rs.1,71,98,500/- plus other amounts liable to be paid by the land owners is Rs.59,50,000/- totally Rs.2,31,48,500/-. Out of which the amount claimed by

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the land owners as their due from the builder/promoter is Rs.1,32,96,437/- if there is deducted the balance of Rs.53,40,698/- is due from the land owners to the builder/promoter. (paragraph No.9 of the additional counter of the builder/promoter).

22. From the above said three versions which one is correct according to the agreement entered between them has to be analyzed. The land owners in their counter in paragraph No.13 has stated as follows:

> ***"It is submitted that as per the construction agreement between the petitioner and the respondent/promoter, the petitioner has to pay Rs.62,96,000/- to the respondent/promoter in various installments as tabled in the deed. As per the Development Agreement between the respondents/land owners and the respondent/promoter, the respondent promoter has to pay 50% of the amount received by him to these respondents. Hence in so far as the sale of flats to the petitioner is concerned, the proposed respondents are due to get Rs.31,48,000/- Out of this amount Rs.28,12,500/- is being the cost of the land has to be paid by the respondent/promoter by way of cheque or Demand Draft. The normal practice is after the receipt of 60% of the consideration by the respondent/promoter, he used to make arrangements for the execution of sale deed by the respondents/land owners after paying half of the 60% amount to these respondents at the time of registration by covering the land cost. But so far in respect of this transaction the petitioner has paid Rs.5,00,000/- paid only with the knowledge of the respondents/landowners. The respondents/promoter has paid only Rs.2,50,000/- to these out of the said advance amount of Rs.5,00,000/-. The balance payments in respect of this transaction of sale are not known to the respondents/land owners and they have not received any payment so far from the respondent/promoter. The respondent/promoter by deviating from the normal practice failed to pay the half of the consideration allegedly received by it from the petitioner. The respondents/land owners are ready to execute the sale deed as soon as they receive the balance consideration from the***

respondent/promoter, if really it was paid by the petitioner to the respondent/promoter as alleged"

23. Now let us see the relevant agreement recitals to ascertain how far the above said statement of the land owners is true. The development agreement between the land owners and developer the relevant clauses are as follows:

> ***3) In consideration of the owners having agreed to entrust to the developer the development of the said property and to confer on the developer the rights, powers privileges and benefits as mentioned herein, the developer agrees to deliver into the owners 50% of the entire super built area in the area or portion or part of the flats so desired or indicated by them.***
>
> ***12) The developer shall hand over the area of the construction or buildings as such agreed to the owners of the said land and only after full satisfaction of the owners the developer shall be discharged from the liabilities and obligations to the owner only thereafter the owners are liable to refund the security deposit already paid by the developer. The owners have, however, lien over the amount for any damage suffered by them by the omission or commission of the developers.***
>
> ***(a) In consideration of the handing over of 50% of the entire super built area, the owners of the land agree to convey the undivided share in the land commensurate to the area of the building to the nominees/purchasers of the flat from the developer. "***

24. In the development agreement between the land owners and the builder/promoter dated 29.2.2008 in which the developer agreed to deliver

into the owners 50% of the entire super built area in clause No.3. In clause No.12 (a) of the said agreement the land owners agreed that in consideration of the handing over of 50% of the entire super built area they have agreed to convey the undivided share land to the purchasers of the flat from the developer. So it is very clear that the consideration for the execution of conveyance deed for undivided share land only handing over of 50% of the entire super built area only and not 50% of the amount received by the builder/developer. Therefore the allegations in paragraph No.13 of the counter filed by the land owners are not true.

25. Further the land owners have clearly and categorically admitted the receipt of Rs.5,00,000/- as advance from the home buyer through the developer. In the agreement to sell dated 3.8.2012 in clause No.3 which runs as follows:

AGREEMENT TO SELL

Dated 3.8.2012 entered into between the land owners and 1) builder/promoter and 2) home buyer. In the above said agreement in 3rd paragraph the land owners offer to convey undivided share commensurate to the 50% of the super built area as per clause 12(a) of the development agreement. The land owners clearly and categorically admitted the receipt of advance amount Rs.5,00,000/- from the home buyer towards sale consideration for undivided share through the builder/promoter in clause No.3 of this agreement to sell which runs as follows:

> ***"And whereas the Vendors hereby offer to convey the undivided share in the schedule mentioned land commensurate to the super built area viz the plinth area of the flat as per clause 12(a) of the above said development agreement to the nominees of the developer who is the purchaser of the flat.***

Now this Deed of Agreement witnesseth as follows:-

(1) .. ..
(2) .. ..
(3) The purchaser has this day paid an advance of Rs.5 lakh to the vendor through the developer and the receipt of the said sum is admitted and acknowledged by the vendor.
(4) .. ..
(5) The vendors agree to convey the undivided share in the schedule mentioned to the purchaser as a nominee of the developer pursuant to the construction agreement entered into by the developer and the purchaser.
(6) to (9) .. ..
(10) The purchaser shall pay the balance sale consideration on the date of execution of the sale deed in his/her favour."

But the land owners stated in paragraph 13 of their counter as if they have received only Rs.2,50,000/- which is against the written document namely agreement to sell. In clause No.10 it has been specifically agreed that the balance sale consideration for undivided share the home buyer has to pay. Against that recitals the land owners narrated new story as a normal practice. It is not acceptable and it is against the agreement between the parties.

DEED OF CONSTRUCTION AGREEMENT

In the deed of construction agreement entered between builder/promoter and home buyer dated 3.8.2012 in which the builder/promoter offered to arrange for the conveyance deed with regard to UDS which runs as follows:

"And whereas the contractor has also offered to arrange for the sale and conveyance of a percentage of the undivided share in the land more particularly described in Schedule 'C' hereunder for a sale consideration of Rs.28,12,500/- (Rupees Twenty eight lakh twelve thousand five hundred only)

The contractors offers to obtain the sale in favour of the contractee the portion of undivided share in the land as described in the schedule C hereunder for a sale consideration of 28,12,500/- (Twenty eight lakh twelve thousand five hundred only)"

26. In the construction agreement also the builder/promoter has clearly and categorically admitted that they offer to arrange for the sale of conveyance of undivided share of land. But the builder/promoter in their counter simply refused to accept the payment made by the home buyer openly. The builder/promoter in paragraph No.6 of their counter has stated that "with respect to the payments made by the petitioner the respondents herein do not have the details readily available with them as all the documents with respect to the receipts have been submitted to the auditors of the respondents and they are not in a position to get the details from the auditors". But in paragraph 15 of the said counter the builder/promoter has stated that "based on the account statement obtained from the auditors, if there is no outstanding amount to be payable by the petitioner, then the respondents herein have no objection in the registration of the undivided share in favour of the petitioner herein." The builder/promoter purposely avoided to disclose the receipt of the payment from the home buyer. Fortunately, the builder/promoter have not denied the payment of Rs.65,00,000/- made by the home buyer.

27. Both the builder/promoter and the land owners/promoters have produced typed sets at page No.60 to 63 and page No.17 to 23 respectively in which summary of payment due from Andavar Home creators Private Limited payable to land owners Mohanakrishnan and Madhanagopal. In the above said statement total value of sale of flats pertaining to land owner share the amount mentioned as Rs.12,19,23,994/-. Amount settled by builder so far mentioned as Rs.8,83,12,307/-. Value of flats allotted to land owners and

completed Rs.2,34,15,250/-. So the balance amount due from the builder to the land owners Rs. 1,01.96,437/- and the remaining margin money and loans etc Rs.56,00,000/- so the total due from the builder to the land owners is Rs.1,57,96,437/- only. As per the statement regarding payments month wise from 2008 to 2016 for the total payment of Rs.8,83,12,307/- the same statement was produced by both builder as well as land owners. They have not denied the contents of the statement. But in counter in paragraph No.28 the land owners claimed as dues from the builder only Rs.80,09,802/-. On the side of the builder, in paragraph 9 of the additional counter the builder has stated that the value of the unsold flats Rs.1,71,98,500/- other amounts liable to be paid Rs.59,50,000/- totally Rs.2,31,48,500- from that amount the land owners claimed Rs.1,32,97,437- is deducted the land owners have to pay to the builder Rs.53,40,698/- for that amount the builder put forth counter claim. Both the builder and the land owners are claiming each other as due. It is not the point for consideration.

28. As per the development agreement, clause 12(a) in consideration of the handing over of 50% of the entire super built area the owners of the land agreed to convey the undivided share to the purchasers. The total value of sale of flats pertaining to the land owners share Rs.12,19,23,994/-. Out of which amount settled by the builder Rs.8,83,12,307/-. So it is more than the 50% of the entire super built area value. Hence as per the development agreement the land owners are bound to execute the UDS to the home buyer.

In the month wise payment statement the above said Rs.8,83,12,307/- shown as month wise payment and not as individual share of payment. Hence the allegations of the landowners are not acceptable, not sustainable and not tenable. If any due if available from the builder to the land owners they have to recover the same through proper channel. The land owners cannot deny the rights of the home buyer who paid entire consideration to the builder. Further, the payments made period by the home buyer, the builder has paid to the land owners as per above referred statement. Therefore, as per the agreements namely development agreement, agreement to sell and construction agreement the land owners are bound to execute the undivided share sale deed in favour of the home buyer and the builder is also bound to arrange the undivided share sale deed from the land owners. The Learned Regulatory Authority has rightly come to a correct conclusion and there is no infirmity in the findings. Therefore this Tribunal comes to a conclusion that this appeal is devoid of merits and this appeal is not deserves to be allowed. The point No.2 is answered accordingly.

29. According to the home buyer she has claimed excess payment of Rs.1,04,000/- to the builder/promoter but in the typed set of home buyer filed before the Regulatory Authority in page no.51 there is an unregistered agreement in which both the home buyer and the builder/promoter agreed that a sum of Rs.3,50,000/- is due from the home buyer and the home buyer agreed to pay the same at the time of execution of sale deed. But the home

buyer has stated that for the unfinished works by the builder was carried out by the home buyer herself from her own money hence she has no due. It is not acceptable one. The home buyer herself agreed to pay the balance sale consideration at the time of execution of sale deed. The agreed amount cannot be adjusted unilaterally by the home buyer by taking advantage of the non existence of the deceased builder Saravanan. So the claim of the home buyer to the tune of Rs.3,50,000/- is not tenable.

30. The home buyer and the builder/promoter entered into construction agreement and sale agreement in the year 2012 and agreed to complete the construction within a period of 18 months from the date of agreement. Even after 9 years lapsed the home buyer is not able to get the sale deed from the land owners.

31. It was decided that this appeal is not deserves to be allowed. Both the land owners and builder/promoter blaming each other and claiming amount from each other against the terms of agreement.

32. At this juncture the home buyer became remediless and handing over of possession of the dwelling unit to the home buyer by the promoter through the police intervention by way of order of the Hon'ble High Court. But

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at the same time the home buyer put into possession of the flat without any title

33. Hence the home buyer again has to start second round of litigation for getting sale deed and it is unfair and the purpose of the Real Estate Act will be defeated. Therefore, for the ends of justice and to implement the Real Estate (Regulation and Development) Act, 2016 by letter and spirit the getting of sale deed has to be ensured to the home buyer since she has paid entire sale consideration except the admitted payment between the home buyer and the promoter. Hence this Tribunal is decided to issue direction to the Tamil Nadu Real Estate Regulatory Authority to ensure to get sale deed for the flat to the home buyer from the land owners and promoter, by invoking Section 37 of the Real Estate (Regulation and Development) Act, 2016.

34. In the result, this appeal is dismissed with costs. The order of the Regulatory Authority in C.No.54 of 2020 dated 19.4.2021 is confirmed. Regarding execution of sale deed for undivided share by the land owners and builder/promoter to the home buyer this Tribunal issues the following directions:

(a) The home buyer is directed to deposit the admitted balance sale consideration of Rs.3,50,000/- before the Regulatory Authority within two

weeks from the date of receipt of this order and inform to the land owners and builder/promoter immediately.

(b) The land owners and builder/promoter are directed to register the sale deed for undivided share to Flat No.II, 1st floor, Survey No.114/2B and 5, Flat No.4D, flat area 1574 sq. ft. Sadagopan enclave, Nanmangalam Village, Tambaram Taluk, Kanchipuram District, due to the home buyer within two weeks from the date of deposit intimation received by the land owners and builder/promoter.

(c) The Tamil Nadu Real Estate Regulatory Authority, Chennai is directed to ensure the registration of sale deed for undivided share to the home buyer by the land owners and builder/promoter within a month from the date of deposit by the home buyer by invoking Section 37 of the Real Estate (Regulation and Development) Act, 2016.

Connected Miscellaneous applications are closed.

This Order is directly dictated to the Stenographer and typed by her in the computer, corrected and pronounced by us in the open court on 29th Day of November 2021.

Sd/- xxxx
CHAIRPERSON

Sd/- xxxx
ADMN. MEMBER

Sd/- xxxx
JUDL. MEMBER

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