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 : 11.09.2023

Coram : Hon'ble Mr.Justice M.Duraiswamy, Chairperson
Mr.R.Padmanabhan, Judicial Member

Appeal No.25 of 2023

1. M/s. Nangooram Builders Private Limited
   Nangooram Namma Veedu Township
   rep. by its Managing Director, Rajasekar.T

2. Rajasekar.T
   Managing Director
   M/s. Nangooram Builders Private Limited ... Appellants

- Vs -

M/s. Nangooram Namma Veedu House Owners' Welfare Association,
rep. by its Secretary, Ashok Kannan D ... Respondent

Prayer: The appeal has been filed under Section 44 of the Real Estate (Regulation and Development) Act, 2016 to call for the entire records in relation to the order dated 16.12.2022 passed in C.No.05 of 2022 on the file of the learned Single Member, TNRERA, to set aside the same and to allow the appeal as prayed for with costs.

For Appellants : Mr.A.P.Pasupathy
for Mr.S. Sathish Kumar and Mr.K.Raju

For Respondent : Mr.G.Vivekanand

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ORDER

Mr.A.P.Pasupathy, learned counsel appearing for the appellants and Mr.G.Vivekanand, learned counsel appearing for the respondent submitted that the parties had settled the matter out of Court and also entered into a Joint Memorandum of Compromise dated 11.09.2023.

2. The learned counsel on either side also produced the Joint Memorandum of Compromise signed by all the parties and also their respective counsels. The learned counsel on either side submitted that the appeal may be disposed of in terms of the Joint Memorandum of Compromise.

3. The Joint Memorandum of Compromise, dated 11.09.2023, is taken on record.

4. The appeal is disposed of in terms of the Joint Memorandum of Compromise dated 11.09.2023. The terms of compromise shall form part of the order.

Sd/- xxxx
CHAIRPERSON

Sd/- xxxx
JUDICIAL MEMBER

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BEFORE THE TAMIL NADU REAL ESTATE APPELLATE AUTHORITY, CHENNAI

Appeal No. 25 of 2023

against

C.No. 05 of 2022

(On the file of Single Member of The Tamil Nadu Real Estate Regulatory Authority, Chennai)

BETWEEN

1. M/s. Nangooram Builders Private Limited
   Nangooram Namma Veedu Township
   Rep. By its Managing Director
   Mr. Rajasekar. T
   No.23, Reddiyarpatti-Sivanthipatti Road,
   Muthoor, Maharaja Nagar, Tirunelveli-627011.

2. Mr. Rajasekar. T,
   Managing Director,
   M/s. Nangooram Builders Private Limited
   Nangooram Namma Veedu Township,
   Reddiyarpatti-Sivanthipatti Road,
   Maharaja Nagar, Tirunelveli-627011.



...Appellants/Respondents

-Vs-

M/s. Nangooram Namma Veedu House
Owners Welfare Association
Rep. By its Secretary Ashok Kannan D
5/54, Kondattom Building,
Nangooram Namma veedu Township,
Reddiyarpatti-Sivanthipatti Road,
Muthur, Maharaja Nagar post, Tirunelveli-627011.

...Respondent/Complainant

JOINT MEMO FILED BY THE APPELLANTS AND RESPONDENT

I. WHEREAS the Respondent herein has filed the complaint against the Appellants in Complaint No.5 of 2022 before the Hon'ble Single Member ofthe Tamil Nadu Real Estate Regulatory Authority, Chennai (Single Member TNRERA) for the following relief:

(a) Direct the Appellants to register the on-going Project comprised in Survey No. 104, 103, 94 and 95 all situated at Muthur Village, Palayamkottai Taluk, Tirunelveli District within the registration and sub-registration district of Palayamkottai under Section 3 The Real Estate (Regulation and Development) Act, 2016 read with Rule 2(h) of the Tamil Nadu Real Estate

For NANGOORAM BUILDERS PRIVATE LIMITED
MANAGING DIRECTOR

For Nangooram Nammaveedu House Owners Welfare Association
President Secretary Treasurer

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(Regulation and Development) Rules,2017

(b) Direct Appellants to complete the project and register a documentwith the Sub-Registrar conveying the right to use of the common properties of the Kondattam building consisting of plot numbers 34, 35, 54, 53, 36 and 55 in favour of the Respondent by paying necessary stamp duty and registration fees.

(c) Direct the 1st Appellant to pay the maintenance charges for all the unsold plots in name of the 2nd Appellant.

II. WHEREAS after hearing both the Appellants and Respondent in C.No.5 of2022, the Hon'ble Single Member was pleased to pass the following order, vide order dated 16.12.2022 (**Impugned Order**):

i. The Appellants shall help in the formation of the association and complete the transfer of administration to the association within 90 days from the date of issue of Impugned Order.

ii. The Appellants are directed to register the project with the TNRERA being an ongoing project and apply for registration before the TNRERA within 30 days of the issue of this order. A penalty of Rs.50,000/- is imposed on the Appellants for contravention of provisions of Section 3 of the RERA Act.

iii. The Appellants shall hand over the common areas which includes the road, the Kondattam Building, in accordance with Section 17 (1) of the RERA Act. The Appellants incompliance to Section 19 (5) of the RERA Act, hand over all the necessary documents and plans including common area after handing over physical possession.

iv. The Appellants are restrained from conveying any part of the land i.e., 5.36 acres contained in the project in any way to any 3rd party and the concerned land registering authority may be so intimated. The Authority would suitably instruct the concerned Sub Registrar office to this effect.

v. With these directions, the complaint is disposed off.

For Nangooram Nammaveedu House Owners Welfare Association

President / Secretary / Treasurer

For NANGOORAM BUILDERS PRIVATE LIMITED

MANAGING DIRECTOR

TAMILNADU REAL ESTATE APPELLATE TRIBUNAL
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III. WHERAS the Appellants herein have preferred the above appeal before this Honourable Tamil Nadu Real Estate Appellate Authority (**TNREAT**) against the order of the Honourable Single Member passed in Complaint No. 5 of 2022.

IV. WHEREAS during the course of hearing in this appeal, it was suggested for amicable resolution of the dispute between the parties. Accordingly, the Parties have mutually discussed, deliberated and agreed for an amicable settlement among them. After complete negotiations with equal bargaining power, the Parties have arrived at the following settlement.

V. NOW THIS MEMORANDUM OF COMPROMISE WITNESSETH AS FOLLOWS:

1. The Respondent herein has agreed to set aside the direction in Para No. (iv) in Page No.16 of the Order dated 16.12.2022 passed in C. No.5 of2022 passed by the Hon'ble Single Member.

2. The Appellants herein are agreeable and give their consent to alienate and transfer the 'Kondattam Building' as described in the "Schedule Property" to any third party with the consent of the Respondent Association. However, it is made clear that such alienation or conveyance of the 'Kondattam Building' to a third party will not in any manner prevent or restrain the members of the Respondent Association from using the facilities available in the 'Kondattam building', of course on cost sharing basis and on nominal cost as may be determined by the "Managing Committee" of the building. The Appellants confirm that the common areas in the said 'lay-out' are already handed over to the concerned local body as a condition precedent to get the layout approval and therefore it will also bind the successors and legal representatives of the parties herein.

3. The Appellants in so far as he is the owners of 'Kondattam Building' and Respondent agrees to jointly constitute a Managing Committee to maintain and administer the activities and facilities of the said 'Kondattam Building'. The said Managing Committee will have the responsibility of administrating the maintenance of the 'Kondattam Building', which includes, facilities in the 'Kondattam Building', subscription to mess, medical facility, security, and the annual maintenance contracts for the equipment etc., approving the Annual Budget, establishing, and collecting monthly assessments and arranging for the management in an efficient manner. The Appellants have agreed to co-operate to

For NANDHIVARAM BUILDERS PRIVATE LIMITED

MANAGING DIRECTOR

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For Nangooram Nammaveedu House Owners Welfare Association

President Secretary Treasurer

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form the Managing Committee and the same will be done before 1st December 2023. The accrued expenses including taxes shall be paid by the Appellant till formation of the 'Managing Committee'.

4. The Appellants shall contribute towards the maintenance, if any of all the unsold Plots and the same shall be paid at rates fixed by the Respondent Association from time to time on a pro rata basis of the available unsold plots on each of the month. As and when the Plots are sold the Purchasers shall contribute the maintenance cost to the Respondent Association towards the maintenance of the respective vacant Plots.

5. The Parties herein shall indemnify the other Party in the event of any loss/expense, claims, damages caused to the other Party owing to any act(s) of breach committed by the respective other Party.

6. The terms of the original agreement, if any/Sale deed as well as this Joint Memorandum of Compromise shall be binding on the new buyer of the 'Kondattam Building'.

Under the aforesaid circumstances it is prayed that this Hon'ble Appellant Tribunal may be pleased to accept this Joint Memorandum of Compromise and pass orders in terms of the above Joint Memorandum of Compromise and pass such further or other orders as this Hon'ble Authority may deem fit and necessary and thus render justice.

SCHEDULE PROPERTY

All that piece and parcel of land and building comprised in Survey No.103 part bearing Plots Nos. (i) 34 measuring 1331 square feet, (ii) 35 measuring 1201 square feet, (iii) 36 measuring 1201 square feet, (iv) 53 measuring 1201 square feet, (v) 54 measuring 1201 square feet and (vi) 55 measuring 1211 square feet in all measuring 7346 square feet together with building, situated at Nangooram Namma Veedu, Muthur Village, Palayamkottai Taluk, Tirunelveli District and bounded on

North by : Temple in Survey No. 103/1Y & Road in Survey No. 103/1G
East by : Road in Survey No. 103/1G
South by : Road in Survey No. 103/1G
West by : Land in Survey No. 99

For Nangooram Nammaveedu House Owners Welfare Association

President / Secretary ~~Treasurer~~

For NANGOORAM BUILDERS PRIVATE LIMITED

MANAGING DIRECTOR

TAMILNADU REAL ESTATE APPELLATE TRIBUNAL
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Within the Sub Registration District of Palayamkottai Joint – I and Registration District of Palayamkottai.

Dated at Chennai on this the 11th day of September, 2023

For NANGOORAM BUILDERS PRIVATE LIMITED

MANAGING DIRECTOR

Counsel for Appellants

Appellants/Respondents

Counsel for Respondent

For Nangooram Nammaveedu House Owners Welfare Association

Respondent/Complainant

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(On the file of Single Member of The Tamil Nadu Real Estate RegulatoryAuthority, Chennai)

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   Rep. By its Managing Director
   Mr. Rajasekar.

2. Mr. Rajasekar. T,
   Managing Director,
   M/s. Nangooram Builders Private Limited
   ...Appellants/Respondents

-Vs-

M/s. Nangooram Namma Veedu House Owners Welfare Association
Rep. By its Secretary Ashok Kannan D
...Respondent/Complainant

JOINT MEMO FILED BY THE APPELLANTS AND RESPONDENT



S.SATHISH KUMAR K.RAJU
Counsel for Appellants/Respondents

G.VIVEKANAND
T.S. THEVARAJ
Counsel for Respondent/Complainant

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