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: 08.11.2023

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

M.A.No.91 of 2023 in
Appeal (SR) No.347 of 2023

1. M/s. Grace Gated Community LLP
2. M/s. Casa Grande Civil Engineering P Ltd.,
both rep. by its Director Arun Namachivayam Manivannan
now rep by its Authorised Signatory
Y.Mohan Raj ... Appellants

- Vs -

K.Sasikala ... Respondent

Prayer:

Miscellaneous Application has been filed under Section 44(2) of RERA Act, to condone the delay of 295 days in filing the appeal.

Appeal has been filed under Section 44 of the Real Estate (Regulation and Development) Act, 2016, to set aside the order dated 10.12.2021 in CCP No.149 of 2020 passed by the Learned Adjudicating Officer, TNRERA.

For Appellants : Mr.O.L.V. Ganesan

For Respondent : Mr.A.S.Aravind

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ORDER

When the matter is taken up for hearing, Mr.O.L.V.Ganesan, learned counsel for the appellants and Mr.A.S.Aravind, learned counsel for the respondent submitted that the parties had settled the matter out of Court and also entered into a Joint Memorandum of Compromise dated 02.11.2023. The learned counsel on either side also produced a copy of the Joint Memorandum of Compromise and the same is taken on record.

2. In the Joint Memorandum of Compromise, the appellants have stated that they have deposited a total sum of Rs.39,08,696/- under Section 43(5) of the Act before this Tribunal. Further, the parties have agreed that out of the total sum of Rs.39,08,696/-, a sum of Rs.36,00,000/- should be paid to the respondent and the remaining amount of Rs.3,08,696/- should be refunded to the appellants.

3. The appellants and the respondent are entitled to receive their proportionate accrued interest on the amount deposited by the appellants under Section 43 (5) of the Act.

4. In paragraph-7 of the Joint Memorandum of Compromise, the parties agreed that the Construction Agreement dated 07.04.2018 shall stand cancelled in view of the settlement arrived between the parties.

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5. In view of the Joint Memorandum of Compromise dated 02.11.2023, the application in M.A.No.91 of 2023 stands disposed of in terms of the Joint Memorandum of Compromise and the terms of the compromise shall form part of the order in this application. Consequently, the Appeal in Appeal (SR).No.347 of 2023 stands closed.

Sd/- xxxx
CHAIRPERSON

Sd/- xxxx
JUDICIAL MEMBER

Copy to:

1. K.Sasikala
   K207, Urban Tree Oxygen, Pushkin Street,
   Gandhi Nagar Road, Nookampalayam Main Road,
   Perumbakkam, Chennai - 600 100.

2. The Adjudicating Officer, TNRERA.

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BEFORE THE TAMIL NADU REAL ESTATE APPELATE TRIBUNAL (TNREAT)

CHENNAI

MA no. 91 of 2023

In

A.S.R. No. 347 of 2023
Appeal No. of 2023
Against
CCP. No. 149 of 2020
(Order passed by the Learned Adjudicating officer, TNRERA, Chennai)



Between

1. M/s Grace Gated Community LLP
2. M/s. Casa Grand Civil Engineering P Ltd
Both rep by its Director ArunNamachivayamManivannan
Now rep by its Authorised Signatory Mr. Y. Mohan Raj
NPL Devi, New No. 111, Old No. 59, L. B. Road
Thiruvanmiyur, Chennai- 600 041

...Applicants/Appellants/Respondents

And

Mrs. K. Sasikala
K207, Urban Tree Oxygen, Pushkin Street,
Gandhi Nagar Road, Nookampalayam Main Road,
Perumbakkam, Chennai – 600100.

... Respondent/Respondent/complainant

JOINT COMPROMISE MEMO FILED BY THE APPELLANTS AND RESPONDENT

1. The Parties submit this memo in MA No. 91 of 2023 in A.S.R.No. 347 of 2023.

2. The appellant submits that subject case has been settled out of court as per the discussions between the parties. The Appellant has pre-deposited a total sum of Rs.39,08,696/- (Rupees Thirty nine lakh eight thousand six hundred and ninety six only) as per Section 43(5) of RERA towards the Appeal.

3. It is submitted that on mutual consent between the parties, it is agreed that the amount deposited shall be paid out as set out hereunder:-

   a) A sum of Rs.36,00,000/- (Rupees Thirty Six Lakh only) shall be ordered to bewithdrawn and paid to the Respondent as full and final settlement of all claims
   b) The remaining sum of Rs.3,08,696/- (Rupees Three Lakh Eight Thousand Six Hundred and Ninety Six only) shall be ordered to be withdrawn and released to the Appellants
   c) On the aforesaid terms of full and final settlement, the Parties settle all issues, claims and disputes among them.

GRACE GATED COMMUNITY LLP — Authorised Signatory

Sasikala K

FOR CASA GRANDE CIVIL ENGINEERING PRIVATE LIMITED — Authorised Signatory

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4. The Respondent agrees that the execution proceedings in EP no. 14 of 2022 initiated by the respondent for executing the order in CCP no. 149 of 2020 is also settled by the terms of this compromise. The said EP has been ordered on 02.11.2022. The respondent shall not press for any further proceedings on the said EP as the same also stands settled by the terms of this Memo.

5. The parties submit that the Appellants and the Respondent had entered into a construction agreement dated 07.04.2018 relating to the allotment of an apartment No. D402 in the project development carried out by the appellant namely casa grand smart town at thalambur village. The Parties had also entered in to an Agreement of sale dated 07.04.2018 for the sale of 364 sq.ft of UDS relating to the said allotment of Flat and the booking was made on 16.03.2018. The claim has been made by the respondent relating to their withdrawal from the project development and for refund.

6. The respondent has withdrawn from the project development in view of the full and final settlement as made and recorded hereof. Therefore, the allotment of Flat No.D402 and the agreement for the sale of 364 sq.ft of UDS stands cancelled on mutual terms. The Respondent confirms that they have no claims relating to the said agreement of sale for sale of UDS and the allotment of flat No.D402 as per the terms of the construction agreement as both the agreements stands cancelled on mutual terms in view of the full and final settlement arrived between the parties.

7. The parties confirms that no further execution of any documents is required between them to effectuate any cancellation for cancelling the said agreements of sale and the construction agreement. The terms as submitted by the parties in this memo stands final relating to the cancellation and rescindment of the said agreement of sale and the construction agreement forthwith without any necessity for further execution or registration of documents. In the event of any further act or deed is required by the respondent, the respondent shall duly comply with the same relating to the cancellation of the agreements.

8. The Appellant is absolutely entitled to further sell the said undivided share of land of 364sq.ft and allot the said constructed unit of apartment D402 in favour of any party for any sale consideration as deem fit by the Appellant. The respondent has no claims or demands relating to the same and no further consent, concurrence or documents are to be executed in any manner by the respondent in this regard. The terms of this memo shall be finally binding, valid, in force and prevailing between the parties for evidencing the cancellation of the agreement of sale and construction agreement and settlement of all claims/issues.

FOR CASA GRANDE CIVIL ENGINEERING PRIVATE LIMITED

GRACE GATED COMMUNITY LLP

Authorised Signatory

Authorised Signatory

Rasikala K

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9. The appellant submits that there is no cause to further pursue or press appeal as the matter settled on mutually agreeable terms between the parties and this Hon'ble Tribunal maybe pleased to record this Joint Compromise and dispose of the Appeal in terms of the Joint Compromise.

10. The parties do not reserve any right, interest or liberty to agitate any further claims or issues between them and there is no cause for making any claims against each other on any grounds whatsoever. The parties confirm that they do not have any claims or demands against each other on any grounds or reason.

11. The parties humbly pray that the Hon'ble Tribunal may kindly accept this Joint Compromise on record and dispose the Appeal in terms of the Joint Compromise and pass necessary orders as deem fit in the circumstances and thus render justice.

Dated at Chennai on this the 2nd day of November 2023

For CASA GRANDE CIVIL ENGINEERING PRIVATE LIMITED

Authorised Signatory

GRACE GATED COMMUNITY LLP

Authorised Signatory

APPELLANTS

COUNSEL FOR THE APPELLANTS

Saikala K

RESPONDENT

A. S.

COUNSEL FOR THE RESPONDENT

TAMIL NADU REAL ESTATE APPELLATE TRIBUNAL
08 NOV 2023
TNREAT
CHENNAI

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Mrs. K. Sasikala

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... Respondent/Respondent/complainant

JOINT COMPROMISE MEMO FILED BY THE APPELLANTS AND RESPONDENT

M/s. Ganesh and ganesh

Counsel for applicant/appellant/respondent

Email: olvgrera@gmail.com

ganesanjuniors1@gmail.com

Ph.9940421509, 7401462906

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