

**BEFORE THE
TAMIL NADU REAL ESTATE REGULATORY AUTHORITY,
CHENNAI**

**Quorum : Hon'ble Mr. G. Saravanan, M.A.,B.L., Adjudicating Officer,
CCP Nos. 138 of 2018**

S. Annamalai ... **COMPLAINANT**

Vs.

M/s. Dharani Developers Pvt Ltd.,
Rep. by its Director, Konguvel Chellappan, ... **RESPONDENT**
(TN/29/Building/0207/2017)

Complainant : In person

Respondent : Rep. by M/s. Sarvabauman Associates, Advocates

Heard on : 27.09.2019

Delivered on : 04.10.2019


ORDER

The above named complainant filed the complaint claiming refund of the amounts paid to the respondent towards purchase and construction of flat with interest, compensation and costs under section 31 read with *Section 71* of the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as RERA Act).

2. In the course of enquiry, the complainant as first party and the respondent as second party arrived at settlement of dispute and filed Memorandum of Settlement with following terms and conditions.

1. The parties hereby agree that certain disputes had arisen between the Parties and the Parties have agreed to amicably resolve the said disputes.
2. That the FIRST PARTY further agrees not to initiate any proceedings of any nature whatsoever in future against the SECOND PARTY (including but not limited in its Directors, Agents


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and Employees) in respect of issues settled by virtue of the present MoS. The FIRST PARTY further agrees to withdraw the complaint C.C.P. No.138 of 2018 filed by the FIRST PARTY before the Hon'ble Adjudicating Officer, TNRERA, Chennai against the SECOND PARTY by filing the MoS along with the Memo of Withdrawal and providing proof of the same to the SECOND PARTY.

3. That the parties agree that no further complaint or suit or any other claim under law in respect of any past, present or future claim, dispute and in relation to the issues settled by virtue of the present MoS shall be filed by the parties by themselves or by any of its agents, representatives or officers and or their present or past employees, officers, nominee directors and independent directors.
4. The FIRST PARTY further agrees to receive an amount of Rs.8,52,500/- (Eight Lakhs Fifty Two Thousand and Five Hundred only) as full and final settlement without any further claim.
5. The SECOND PARTY shall pay a sum of Rs.6,00,000/- (Rupees six lakhs only) from the agreed amount of Rs.8,52,500/- (Eight lakhs fifty two thousand and five hundred only) as 1st installment to the FIRST PARTY. The 1st installment shall be paid vide demand draft to the FIRST PARTY within one month (i.e., 24.10.2019) from the date of execution of this agreement. The balance amount of Rs.2,52,500/- (Rupees two lakhs and fifty two thousand and five hundred only) will be adjusted by the SECOND


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PARTY from the balance amount of Rs.31,30,082/- (Rupees thirty one lakhs and thirty thousand and eight two only) (amount due) (amount due) receivable from the FIRST PARTY.


6. The FIRST PARTY shall pay the balance amount of Rs.31,30,082/- (Rupees thirty one lakhs thirty thousand and eight two only) either by making arrangements from his bank or through his own means within 180 days from the date of execution of this agreement i.e., on or before 24th of March 2020.
7. It is hereby agreed between the parties that upon execution of this MoS all acts/communication/claims initiated by either party against other parties stand withdrawn as settled.
8. The FIRST PARTY agrees, undertakes to cooperate with the SECOND PARTY in the transfer of the remaining sanctioned loan amount from the bank to the SECOND PARTY. The FIRST PARTY does not have any objection for the payment of the remaining amount to the SECOND PARTY.
9. The Parties agree and undertake that neither they nor any of their directors, officers, employees, consultants, affiliates or associates shall raise or cause to be raised any claims, concerns, comments, actions or any proceedings of whatsoever nature directly or indirectly before any Forum, Court, Tribunal, Police Print Media, Press Media, Electronic Media on the world wide web or any other authority or third person of whatsoever nature against the other parties.

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10. The FIRST PARTY undertakes not to reveal or disclose the terms of settlement arrived with the SECOND PARTY to anyone unless required by due process of law. In case of breach of the confidentiality of this Memorandum, the FIRST PARTY undertakes to compensate the SECOND PARTY for damages.
11. The Parties agree that this MoS is to their fullest satisfaction and all the concern between the parties if any have been amicably resolved through the terms and conditions hereof and parties further acknowledges that they have no grievance claim or complaint directly or indirectly against the parties, its directors, officers, employees, consultants, agents, assigns, etc., of whatsoever in nature.
12. The defaulting party hereby agree and undertake to indemnify and to keep indemnified the other party from all losses, damages, claims, cost and expenses in respect of or arising from or related to any actions or omissions done by the defaulting party and or any breach of the provisions of terms hereof and breach of the representations made by the defaulting party.
13. That the parties hereby declare that the terms of this MoS have been completely read and fully understood and voluntarily, without any force, coercion, misrepresentation or pressure from any corner, accepted for the purpose of making a full and final adjustment and settlement of any and all claims disputed or otherwise.

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14. That it is agreed between the parties that the present MoS shall only be amended or modified or varied in writing or by the consent and under the signature of the signatories to the present MoS.
3. In view of the settlement arrived at between the complainant and the respondent, this complaint is liable to be closed as the terms and conditions of the Memorandum of Settlement is recorded and forming part of this order.

In the result, in view of settlement between the parties, this petition is closed. No cost.

CERTIFIED TO BE TRUE COPY

**G. SARAVANAN
ADJUDICATING OFFICER
TNRERA, CHENNAI**

N. Anand
**ADMINISTRATIVE OFFICER
TN REAL ESTATE REGULATORY AUTHORITY**

09/10/2019