

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

Quorum : Mr. Sunil Kumar, I.P.S (Retd), M.A, LLB, Hon'ble Single Member

I.A.No. 127 of 2022

in

C No. 87 of 2022

M/s. Aabe Homess (P) Ltd.

Rep. by its Managing Director,

Mr. E. Loganathan

... Complainant

Vs.

1. Mr. K.S. Murugan

2. S. Latha

3. Mrs. Meenakshi Krishnakumar

4. Mr. B. Natarajan

5. Mr. N. Gurunathan

... Respondents

Heard on: 10/08/2023

Delivered on: 18/08/2023

1. Averments of the complainant/promoter, in brief, as follows:-

The complainant is the one of the promoters and is the 4th respondent in the C. No. 87/2022. The complainant/promoter avers that he had developed a project by name "Kalyan" in which the respondent/buyer had been allotted a flat. This complainant/promoter avers that the consideration of the flat no. F1 allotted to the respondent/allottee was fixed at Rs.1,07,00,000/- including GST, Water Drainage connection, Electricity, Covered car parking etc. The complainant/promoter avers that the agreed per sq.ft. rate was Rs.9,500/- and goes on to submit that he had sold all the other flats in the same project at Rs.9500 per sq.ft. after negotiations with respective buyers. The complainant/promoter avers that the 1st Respondent/allottee has come up

with a false case stating that the rate had been agreed at Rs.7000/- per sq.ft. making the total consideration to Rs 90,00,000/- for the flat. The Complainant/promoter avers that at the time of entering into the agreement on 06.04.2022 the respondent/allottee had requested for entering into the agreement which and that they had agreed for another supplementary agreement for an amount of Rs 17,00,000/- which was to be entered later between the two parties. The complainant/promoter had agreed to the request because finally his interest was not getting affected as he would have ultimately got the consideration of Rs 1,07,00,000/-. The respondent/allottee had now denied of having agreed for any supplementary agreement and was now insisting that the agreed total consideration was only Rs. 90,00,000/-. The complainant/promoter insists that going rate in the area was at the rate of Rs 9,500/- and that the total consideration was Rs 1,07,00,000/-. The complainant/promoter pleads for the appointment of an expert valuer so that prevailing rate at that time could be determined to fix the consideration correctly and to prevent irreparable loss to him.

2. Averments of the 1st and 2nd Respondent/Allottee (referred as respondent/allottee hereafter), in brief, as follows:-

The respondent/allottee denies of having agreed to the total consideration of Rs.1,07,00,000/- as averred by the Complainant/Promoter. The Respondent/allottee aver that the total agreed value for the unit was Rs.90,00,000/- together with all amenities, infrastructure, fees, all taxes, duty and values of UDS of the vacant site according to the agreement for sale which was entered on 06/04/2022. The agreed rate was Rs.7000/- per sq.ft. making the total consideration to Rs.90,00,000/- including the other charges. The respondent/allottee also submits that the agreement between the two parties regarding the registration of the undivided share was Rs.60,00,000/-.

Accordingly, they had purchased the Stamp Papers for Rs.1,20,100/- on 12/04/2022. The Respondent vehemently denies at having ever agreed for any supplementary agreement. The Respondent submits that appointment of the expert valuer at this stage would in no way help in coming to the conclusion with regard to the agreement between the 2 parties entered on 06/04/2022 and thus prays to reject the interim application.

3. Counter averments of the 5th Respondent/promoter, in brief, as follows:-

The 5th Respondent/Promoter also denies the contention of the 1st and 2nd Respondent/Allottee that the agreed consideration was at the rate of Rs.7000/- per sq.ft. This respondent re-iterates that it was on the request of the complainant that the agreement was entered for a total consideration of Rs.90,00,000/-. This respondent avers that there was an understanding that subsequently there would be a supplementary agreement for the remaining amount of Rs.17,00,000/- which would make the total to Rs.1,07,00,000/-. This respondent avers that promoters agreed to this request as finally they were not getting affected. This respondent further re-iterates that the going rate of the area at that time was Rs.9000/- per sq.ft. which would correctly take up the total consideration to Rs.1,07,00,000/-. This respondent continues to submit that they had sold the other flats in the same floor for Rs.1,05,00,000/- and hence prays for allowing the IA filed by the Complainant/Promoter

ORDER:

The Complainant/Promoter is the 4th Respondent in the main complaint in C. No. 87/2022. The Respondents/Allottee had entered into an agreement of sale on 06/04/2022 for flat bearing no F1 in the complainant's/promoter

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project. The said agreements were entered into by the parties and stands as sole evidence for the transaction that transpired leading to the execution of the sale agreement.

The agreement between the two parties was entered on 06/04/2022 fixing the consideration for the allotted flat. The said agreement had been entered by both the parties who had mutually consented and endorsed the sale agreement. Hence the IA is dismissed.

Sd/- 18/08/2023
SUNIL KUMAR, I.P.S (Retd)
SINGLE MEMBER,
TNRERA, CHENNAI

