

O.A.No.347 and 316 of 2019
and A.No.2570 of 2019

PUSHPA SATHYANARAYANA.J

Earlier, by order dated 25.07.2019, these matters were referred to the Tamil Nadu Mediation and Conciliation Centre, High Court, Madras. Before the mediation, the parties have arrived at a settlement and had entered into a Joint Memorandum of Compromise dated 01.10.2019 in O.A.No.347 of 2019. The applicant and the respondents have signed in the Joint Memorandum of Compromise and their respective counsels have also counter-signed.

2. The following are the terms of Joint Memorandum of Understanding:

1. The first respondent has handed over the fully operational Sewerage Treatment Plant (STP) for Phase II of the project i.e., 'Avenues at Esplanade and Grace', to the applicant Association on 07.05.2019. The applicant association has engaged and deployed an operator at their cost for running the STP, from the date of hand over.

2. The first respondent has handed over two (2) fully operational Water Treatment Plants (WTPs) for Phase II of the project i.e., 'Avenues at Esplanade and Grace', to the applicant Association on 07.05.2019. The applicant association has engaged and deployed an operator at their cost for running the WTPs, from the date of hand over.

3. The first respondent has obtained "consent to operate" for the Sewerage Treatment Plant for Phase II of the project i.e., 'Avenues at Esplanade and Grace' from the Tamil Nadu Pollution Control Board on 24.07.2019. The First Respondent has also applied to the Chennai Metropolitan Water Supply and Sewerage Board (CMWSSB) on 08.05.2017 seeking connection of the sewer lines of the Phase of the project, i.e. 'Avenues at Esplanade and Grace' to the main sewer lines or to provide a dedicated independent line for Phase II site and connect it to the main sewer line. Until such time the above happens, the first respondent agrees to continue to evacuate excess treated water from the STP through lorries / tankers every day, subject to the maximum of 15 loads of lorry /

tanker per day. The Association shall use the treated water out of the STP for the purposes of flushing of toilets in the flats and watering the gardens and greenery in the phase II site. The obligation of the first respondent will be subject to the condition that the Association runs / operates the STP as per norms.

4. The first respondent shall hand over the Corpus Fund Collected from the owners of the Phase II (252 units) to the applicant association total amounting to Rs.4,66,66,644/- (Rupees four crores sixty six lakhs sixty six thousand six hundred and forty four only) within a period of ten (10) working days from the date of execution of this Memorandum of Compromise, in accordance with Annexure attached hereto duly checked and verified by the Applicant Association. The Permanent Account Number (PAN) of the Applicant Association is AABAE3630N. The bank details of the applicant association are-

Account Name: Emaar Avenues Flat Owners Association-Tondiarpet.

Bank Name: Axis Bank

Branch: Old Washermenpet Branch

Account No: 918010103264861

Account Type : SB Account

IFSC Code : UTIB0000622

5. In consideration of the obligations set out herein, the applicant association hereby agrees to indemnify and keep indemnified the respondent, its successors or assigns from and against all claims, demands, actions, proceedings, losses, damages, recoveries, judgments, costs, charges and expenses which may be made or brought or commenced against the respondents, their successors or assigns and the respondents, their successors or assigns may have to bear, pay or suffer directly or indirectly on account of handover of the corpus fund to the applicant association or handover of the Phase II (as defined in the O.A.No.347 of 2019) to the applicant association by the first respondent and other operational aspects related thereto from the date of this Memorandum of Compromise. The applicant association further undertakes to keep the respondents and their agents and representatives, estate and effects, indemnified and harmless against any loss or damages that the respondents may suffer as a result of the applicant association's non observance or non performance of the

covenants and conditions stipulated in this Memorandum of Compromise.

6. The applicant association has further assured the first respondent that it will ensure unobstructed access to first respondent and its officials to units in the Phase II which are not sold (or) which are sold but yet to be handed over to unit holders for the purposes of completing possession related formalities.

7. The first respondent shall pay to the applicant association, a sum of Rs.4,50,000 in lieu of the compound wall which had to be constructed by the first respondent on southern side of the Phase II project, within one month from the date of execution of this Memorandum of Compromise.

8. The first respondent shall ensure installation of a project name board at the Senniamman Koil Street entrance, within one month from the date of execution of this Memorandum of Compromise.

9. The first respondent shall construct a 'Round About' between Phase I and Phase II of the project as per CMDs plans, subject to the outcome of the arbitration proceedings

pending between "Esplanade Flat Owners Welfare Association"

and the first respondent herein.

10. The applicant association undertake that it shall, upon receipt of the corpus amount with respect to the unsold flats belonging to the first respondent or sold flats but yet to be handed over by the first respondent to the allottees, issue a No Objection Certificate to the first respondent with respect to payment of corpus amount so that keys of the flats can be handed over by the first respondent to the respective allottee. Similarly, the applicant association shall ensure to provide the No Objection Certificate to the first respondent, upon receipt of the maintenance charges and dues, payable either to the Association or the maintenance vendor, for above mentioned category of the flats being handed over by the first respondent to the respective allottees. The first respondent shall pay the applicable maintenance charges and dues for the unsold flats belonging to the first respondent to the applicant Association or the maintenance vendor as per the invoice(s) duly raised. The first respondent shall ensure handover of physical possession of the above said units only upon the applicant association providing the above said No objection (NOC). The applicant association shall not unreasonably

withhold issuance of NOC for the said units.

3. The above said terms of Joint Memorandum of Compromise are recorded. O.A.No.347 of 2019 is disposed of, in terms of the above said Joint Memorandum of Compromise. The Joint Memorandum of Compromise shall form part and parcel of this order.

15.10.2019

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A.No.6380 of 2018
and O.A.No.776 of 2018



29.08.2019

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