



**BEFORE THE TAMIL NADU REAL ESTATE  
REGULATORY AUTHORITY (TNRERA)  
(Tamil Nadu, Andaman & Nicobar Islands)  
at Egmore, Chennai – 600 008**

**[Under the Real Estate (Regulation and Development) Act, 2016]**

**C.No.209 to 211/2019**

**6<sup>th</sup> day of June 2019**

**Coram : Thiru K. Gnanadesikan, I.A.S.(Retired), Chairperson  
Er. S. Manohar, Member  
Adv. V. Jeyakumar, Member**

<b>Name of the Complainant (Tvl.)</b>	<b>Complaint Nos.</b>	
1) V.B. Mahesh and V.V. Balasubramanian	209/2019	] Complainants
2) Lawrence C. John	210/2019	] Complainants
3) P. Vijay Neelakandan	211/2019	] Complainants

**Versus**

**M/s. Mathi Constructions and Flat Promoters ... Respondent**

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Orders reserved on: 29.04.2019

Orders delivered on: 06.06.2019

**FINAL ORDER**

The complainants have filed complaints under Section 31 of the Act against Tvl. (1) C. Sridevi, (2) S. Vijayalakshmi, (3) Sree Builders represented by Tmt. Jaisri Raghavan and (4) M/s. Mathi Constructions and Flat Promoters represented by its Proprietor Thiru S. Balamurali for not handing over the flat. The complainants Tvl. V.B. Mahesh and V.V. Balasubramanian have been allotted Flat No.C-1, 3<sup>rd</sup> floor (983 sq.ft.),

Lawrence C. John, Flat No.C-7 3<sup>rd</sup> floor (1104 sq.ft.) and P. Vijay Neelakandan, Flat No.B-4, 2<sup>nd</sup> floor (1156 sqft.) 2<sup>nd</sup> floor (756 sq.ft.). The Construction Agreement has been signed by both the parties and the Respondent has assured to hand over the flats in the month of March 2016, but not completed till date. The complainants have further stated the Power Agent for the 1<sup>st</sup> and 2<sup>nd</sup> Respondent have communicated through email, dated 02.02.2018 that the project has been transferred to a third party i.e. M/s. Mathi Constructions and Flat Promoters. The new Promoter in turn has informed the allottees that the building plan has got expired and they were in the process of renewal and shall settle the amount in due course. But the firm has not refunded the booking amount so far.

2. The complainants have prayed for :

- (i) Direct the Respondent to register the project with TNRERA;
- (ii) To initiate action against the original promoter who has transferred the ongoing project without the consent of the allottees; and
- (iii) Refund the booking amount

3. On issue of Notice, the Respondent has filed a written submission dated 09.10.2018. In his written submission, he has stated that at the time of conception of the project, the Promoter of the project was a different person and then the present promoter had taken over the project and the complainant had paid money for the allotment to the erstwhile promoter of the company based on their terms and conditions. At the time of sale of UDS of the land, M/s. Sree Builders erstwhile Promoter represented by its

Partner Tmt. Jaisri Raghavan has executed Construction Agreement with the complainant. The Respondent has taken over the construction works from the erstwhile owner during February 2018 and has been taking all possible efforts to set right the issue and thereby adhere to the commitment given to the allottees of the project. The Respondent has further informed that he has communicated to all the allottees through email dated 06.06.2018 that he is in the process of renewal of Building Plan approval which has expired and shall settle the amount to the allottees in due course. He has further stated that the building plan approval was renewed in May 2018 and the project got registered with TNRERA in the month of May 2018. He is making all possible efforts for arrangement of funds in order to settle the claims to the allottees.

4. As far as the first prayer is concerned, the project has already been registered with TNRERA vide Registration No.TN/01/Building/0275/2018, dated 03.09.2018 and accordingly complied with.

5. Regarding the second prayer, the land owners have originally executed a Power of Attorney in favour of M/s. Sree Builders vide GPA No.1959/2018 dated 27.02.2018. Subsequently, the GPA has been cancelled and another GPA executed vide GPA No.1960/2018, dated 27.02.2018 in favour of M/s. Mathi Constructions and Flat Promoters.

6. The Respondent has taken a stand that out of 32 flats so far only three allotments have made and assured to settle the refund of booking amount to the buyers on mutually acceptable terms before 31.03.2019 which has not been complied with. Moreover, the land owners have only



cancelled the earlier GPA and executed a new GPA in favour of the present promoter. The original Promoter is responsible for non-compliance of the terms. Also the new Promoter is also responsible under Section 15 of the Act. Therefore both of them are levied a penalty of Rs. One lakh each.

7. The complainants have prayed for refund of booking amount . Hence, the complainants are directed to file Form 'N' before the Adjudicating Officer for refund/compensation etc.

All the three complaints are disposed off with the above direction.

Sd/-.....06.06.2019  
MEMBER (M), TNRERA

Sd/-.....06.06.2019  
MEMBER (J), TNRERA

Sd/-.....06.06.2019  
CHAIRPERSON, TNRERA

/TRUE COPY/FORWARDED/BY ORDER

  
P  
6/6/19  
ADDITIONAL DIRECTOR (OPERATION)