



**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. Nos. 246 & 247 of 2019
6th day of November 2019**

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

1. Shobana Subramaniam & Varun Gopal Complainant in C.No.246/2019
2. Sadhana Subramanian & V.Subramanian Complainant in C.No.247/2019

Versus

1. M/s. L&T South City Projects Pvt. Ltd.,
Now known as Pragnya South City Projects Pvt. Ltd.,

L&T Eden Park, Phase-II, Sales Counter,
MR Radha Main Road,
Siruseri & Pudupakkam Village,
Tiruporur, Kancheepuram-600103.

2. M/s. L&T Realty Limited,
L&T Construction Campus,
TC- , Building, 2nd Floor,
Mount Poonamallee Road,
Manapakkam, Chennai-600089

...Respondents

These Complaints came up for final arguments before the Authority in the presence of Complainants appearing as party in person and Thiru Krishna Ravindran – Counsel for 1st Respondent and Thiru M.Balaji & Thiru B.Cholan – Counsel for 2nd Respondent and upon hearing the arguments of all the parties this Authority passes the following order:

FINAL ORDER

The Complainant in Complaint No. 246 of 2019, Tmt. Shobana Subramanian, wife of Varun Gopal K, & Varun Gopal K., son of Kunhi Kelu Nambiar are the allottees in respect of the Apartment No.12 in the 14th floor of "**Marigold Tower**" (**MGD**), having carpet area of 766 sq. feet and saleable area of 1115 sq. feet (inclusive of proportionate share in the common built-up area) along with one car-park in the project "**EDEN PARK – PHASE 2**" located in Siruseri Village, Chengalpet Taluk, Kancheepuram District in the project developed by M/s. L&T South City Project Pvt. Ltd., Tmt. Sadhana Subramanian, daughter of Thiru V.Subramanian, represented by Tmt. Usha Subramanian, wife of Thiru.V.Subramanian & Thiru.V.Subramanian, son of V.Vasudevan, the complainants in Complaint No. 247 of 2019 are the allottees of apartment in 16th floor, bearing Unit No. MGD-1615 of "Tower Marigold" along with one car-park space measuring carpet area of 771 sq. feet and saleable area of 1115 sq. feet with an undivided share of land 339 sq. feet in both the cases.

2. The project "**L&T Eden Park – Phase II**" at Siruseri/Pudupakkam villages, Chengalpattu Taluk, Kancheepuram District is a project developed by M/s. L&T South City Projects Ltd., a company incorporated under the provisions of Companies Act, 1956. The Respondent Company is having ownership of lands for an extent of 46.41

Acres comprised in various Survey Numbers of Siruseri / Pudupakkam villages. The Respondent Company has formulated a scheme to develop a residential township namely "**Eden Park – Phase II**" on the above lands measuring an extent of 46.41 Acres. The Respondent company has gifted to the local body, an extent of 9.04 Acres for the Open Space Reservation requirement. The balance land available with the respondent is 37.36 acres.

3. The Respondent Company has obtained Planning Permission from Mamallapuram Local Planning Authority vide Permit No. 539 of 2011 dated 09-07-2013 and Building Permission from Siruseri Panchayat in Ref. 2/2013 dated 06-09-2013.

4. The Complainants in Complaint No. 246 of 2019 Shobana Subramaniam & Varun Gopal entered into an Agreement to Sell for purchase of 339 sq. feet of undivided interest in the land measuring an extent of 37.36 Acres as described in Schedule-B of the property in the registered deed bearing Document No. 11719/2014. Further the complainant entered into a Construction Agreement for construction of the Apartment No.12 in 14th floor of Marigold Tower which is registered as Document No. 11718 /2014.

5. The Complainants Sadhana Subramanian & V.Subramanian in Complaint No. 247 of 2019 entered into an Agreement of Sale for purchase of carpet area of 771 sq. feet and saleable area of 1115 sq. feet with an undivided share of land 339 sq. feet. in the land measuring an extent of 37.36 Acres as described in Schedule-B of the property in the registered deed bearing Document No. 11720/2014. Further the complainant entered into an Construction Agreement for construction of the Apartment Unit No.

MGD-1615 in 16th floor of Marigold Tower which is registered as Document No. 11721/2014 dated 20-08-2014.

6. The following reliefs have been requested by the complainants,
 - a) Execution of sale deed as per the agreement by the developer at the earliest handing over of the flat for immediate possession
 - b) Builder should apply for RERA registration for all the blocks,
 - c) Builder should complete all amenities as per the agreement
 - d) M/s. L&T Realty directed to indemnify the allottees in case of the present developer fails in their obligation.
 - e) Corpus fund should be protected from unauthorized utilization.

7. The Second Respondent has adopted the counter Affidavit of the First Respondent. The 1st Respondent M/s. L&T South City Project Ltd., now known as Pragnya South City Projects Private Limited has taken the stand that the present complaint is not at all maintainable in view of the fact that the complainants' portion of the project does not come under the purview of this Hon'ble Authority since the relevant portion of land and building have already been exempted after due verification as per Letter No. TNRERA/727/2017 dated 01-12-2017. Hence the present complaint is not maintainable and is liable to be dismissed in limini.

8. The Respondent Company has further stated that originally the company formulated a scheme for developing the larger extent of the land admeasuring around 92 acres owned by it in Siruseri Village, Chengalpet Taluk, Kanchipuram District in the name and style of "Eden Park" and it is set to be developed as township in various phases. As part of the scheme formulated, the Respondent company had already developed Eden Park,

Phase-I which comprises 13.845 Acres. As per the proposed scheme, the project is to be developed and executed in phased manner and accordingly the three towers cluster one (Tower A1 Almond, B1 Marigold, C1 Peach comprising of 712 apartments) were structurally completed.

9. The project is being developed in a phased manner, cluster-wise and tower-wise. It may be noted that commencement of construction of all the fourteen towers as envisaged in the original sanctioned plan is not viable now. Hence total extent of 37.36 Acres which is less OSR area has been sub-divided accordingly and the present block named Marigold in which the Complainants have booked two apartments, has been completed in all respects and is ready for occupation. The Marigold block is part of over-all development of 12.828 Acres demarcated from and out of the larger extent. It is submitted that there is no reduction of undivided share of land which was promised to the complainant. As per the agreement of sale dated 20-08-2014, the Respondent company had agreed to transfer UDS of 339 Sq. feet only and the same extent of UDS of 339 Sq. feet only is proposed to be transferred vide Sale Deed to be entered into between the 1st Respondent Company and the Complainant. The complainant is always entitled to access and use all the common amenities and facilities which are available in the said project as envisaged by the Respondent Company subject to terms of usage as made applicable to the respective amenities/facilities as per the Amenities Agreement already entered between them. There shall not be any reduction of land as wrongly alleged by the complainant.

10. One of the complainants was an employee with L&T Realty Pvt. Ltd., which was one of the major share-holders of the 1st Respondent Company. The Respondent Company had accepted the request of the

buyers to reduce the price. The 1st Respondent Company allotted two apartments MGD-1412 & MGD-1615 at a discounted rate. After having availed the benefits of discount and transfer of booking, the complainant is still not satisfied with all the financial benefits. She has lodged a complaint with an ulterior motive of extracting additional financial benefits by resorting to baseless litigation. Therefore it is submitted that Hon'ble Forum shall dismiss the baseless allegation and penalize the complainant for wasting the time of this Hon'ble Authority and depriving other genuine aggrieved consumers of real estate.

11. In the construction agreement dated 20-08-2014, it is stated that apartments shall be handed over to the complainant within 30 months from the date of commencement of construction with additional grace period of 6 months. The apartments of the complainant were ready as early as on November 2018 and the same was intimated to the complainants and other customers of Cluster-one that the apartments are ready for occupation.

12. The Respondent has raised the issue of admissibility of the complaint. Therefore the question of admissibility of the complaint is to be determined.

13. As far as this project "Eden Park - Phase-II" Cluster one is concerned, it comprises of 3 Towers - Tower-A1 Almond, Tower-B1 – Marigold and Tower-C1 – Peach.

14. It is seen that this phase of the Project has got structural completion Certification from DTCP as prescribed under Rule 2(h)(iii) of the Rules.

15. Therefore, this Phase of the Project is not required to be registered with the Authority and hence these two Complaints are not maintainable and ordered accordingly.

Sd/-...06.11.2019
MEMBER (M), TNRERA

Sd/-...06.11.2019
MEMBER (J), TNRERA

Sd/-...06.11.2019
CHAIRPERSON, TNRERA

/TRUE COPY/FORWARDED/BY ORDER

[Handwritten Signature]
ADMINISTRATIVE OFFICER

[Handwritten Signature]
8.11.19