



**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.255/2019

13th day of August, 2020

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

1. Mr. Cyril Anand Bakianathan ... Complainants
2. Mrs. Josephine Mary Prabha
W/o Cyril Anand Bakianathan
Rep. by her Power Agent
Cyril Anand Bakianathan

Versus

1. M/s. Kgeyes Residency Pvt. Ltd. Respondent
2. The Managing Director, ...
M/s. Kgeyes Residency Pvt. Ltd.

These Complaints came up for final arguments before this Authority in the presence of M/s.Ralph V.Manohar & R.Ramana – Counsel for Complainants and of M/s. Nithyaesh & Vaibhav, Nithyaesh Nataraj Vaibhav R. Venkatesh – Counsel for Respondent and upon hearing the arguments of all the parties, this Authority passes the following.

FINAL ORDER

The Complainant had booked residential flat on 23.09.2017 in the 4th floor of the project and the flat bearing No.4B in the property situated at 7th Avenue, Besant Nagar in S.No.154/2A (part) and present T.S.No.95 in Block No.54, Thiruvanmiyur village, Velachery Taluk, Chennai District.

3. The Complainant has stated in the Complaint that the Construction agreement and Sale Deed were registered on 17.11.2017. As per Construction agreement the completion and handing over date of the flat was by October, 2017 with grace period of one month. However, the Respondent had informed the Complainant in September, 2017 that they are awaiting Completion Certification for the project. The Complainant has also stated that even after receipt of more than 90% of the sale consideration of the flat, the Respondent delayed the handing over possession of the flat to the Complainant.

3. The Complainants have sought the following Reliefs:

a) to direct the promoter/Respondent M/s. Kgeyes Residency Private limited to register the project at 7th Avenue, Besant Nagar, comprised in S.Nos.154/2A (part) and present T.S.No.95 in Block No.54, Thiruvanmiyur village, Velachery, Chennai District and measuring an extent of 3 Grounds and 250 sq.ft. (692.1 sq.mts.) as per Document and 7180 sq.ft. (667 sq.mts.) as per patta and 7138 sq.ft.(663.1 sq.mts.) under Section 3(1) of the Real Estate (Regulation and Development) Act, 2016 within a stipulated time.

- b) To punish the promoter/Respondent M/s. Kgeyes Residency Private Limited, Rep. by its Managing Director for failing to register the project within the stipulated time, by imposing the penalty as provided under Section 59(2) of the Act.*
- c) Directing the Respondents to pay the interest payable to the bank for the sale consideration paid by the Complainant from the date of disbursal of the loan amount i.e., 05.12.2017 till the date of hand over of the flat.*

Interim Order, if prayed for:

Pending final decision on the complaint, the Complainant seeks issue of the following interim order:

Directing the Respondents to pay a sum of Rs.9,21,686/- (Rupees Nine lakhs Twenty One Thousand Six Hundred and Eighty Six only) which is the interest component paid by the Complainant to the bank towards the loan amount for the sale consideration of the flat as per the undertaking dated 13.10.2017.

4. In the Counter Affidavit, the Respondent has referred to Clause-4 of the Construction Agreement between the parties which states that the delay in obtaining sanctions of various Authorities for construction and subsequent service connections for habitable occupation of the premises shall not be construed as delay in construction or completion thereof.

5. The Respondent has also submitted that Completion Certificate has been obtained from CMDA vide its letter dated 03.07.2019.

6. The Complainant and the Respondent have made their arguments followed by written submissions of the same. The Complainant has also submitted in the written submissions that he has filed a Complaint before the Adjudicating Officer in Form-N in C.C.P. No.254/2019 and the same is pending adjudication.

7. In the written submissions of the arguments, the Respondent has stated that EB connection has been obtained, Metro water and Sewerage connection has also been obtained. Common amenities like security intercom and water pressure pump have been provided. The Respondent also stated that the Complainant owes the Respondent a sum of Rs.17.25 lakhs.

8. The Authority has examined the Complaint, Counter Affidavit filed by the Respondent, various Affidavits, Memos filed by the Complainant and the Respondent, the arguments of both sides followed by the written submissions carefully.

9. The Authority directs the Respondent to complete in all respects and hand over the apartment along with all common amenities promised in the Construction Agreement to the Complainant without further delay and before 31.08.2020 if not already handed over. The claim of interest, etc. is covered by claim before the Adjudicating Officer. Any due payable by the Complainant to the Respondent builder shall be strictly as per the Construction Agreement.

10. As the Respondent has registered the project with TNRERA, the prayer of the Complainant has already been complied with.

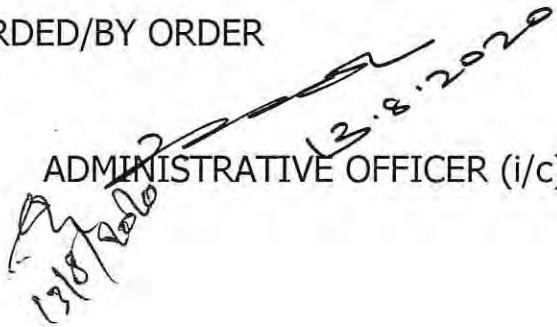
11. With these directions, the complaint is disposed of.

Sd/-...13.08.2020
MEMBER (M), TNRERA

Sd/-...13.08.2020
MEMBER(J),TNRERA

Sd/-...13.08.2020
CHAIRPERSON,TNRERA

/TRUE COPY/FORWARDED/BY ORDER


ADMINISTRATIVE OFFICER (i/c)