



**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.403/2019**

**10<sup>th</sup> day of February, 2020**

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

**Tvl.**

Annai Adukkumaadi Kudiyiruppu Urimaiyalargal  
Nalasangam, Annai Aaradhana,  
Ashtalakshminagar, Gudalur village,  
Karuneelam Post, Maraimalai Nagar - 603 204

Complainants

**Versus**

M/s. Annai Builders Real Estates Pvt. Ltd.  
Alpha Centre, 4<sup>th</sup> Floor, No.150-151, North  
Usman Road, T.Nagar,  
Chennai – 600 017

Respondent

This Complaint came up for final arguments before this Authority in the presence of the President of the Complainants' Association and of Thiru S.Tamilvinayagam and of Thiru K.P.Dhayanandh – Counsel for Respondent and upon hearing the arguments of both the parties this Authority passes the following order.

## **FINAL ORDER**

The Complainant has stated that the projects Annai Aahana and Annai Aaradhana Phase I & II at Gudalur, Maraimalai Nagar were promoted as gated community constructed and sold by Annai Builders and Real Estate Private Limited, T.Nagar, Chennai from 2012 through various advertisements.

2. The Builder started booking the customers and registered the lands from 2012 and started delivering after long struggle, Aahana project from 2014 and Aaradhana project from 2015 onwards.

3. There was delay in handing over of the houses to the customers. As per the agreement, the houses were to be handed over within 11 months. The delay is minimum of one year in the case of Aahana and two years in the case of Aaradhana. Till date, none of the amenities as promised in the Promoter's Agreement were completed and the gated community was not set up with the required securities and maintenance team.

4. The Complainant has also alleged about the poor quality of construction. They have also complained against the non completion of amenities as per the agreement such as Swimming Pool, Gym, Parks at five places, Children play area, Basketball and Tennis courts for which Rs.40/- per sq.ft. has been collected by the Developer from every owner as non refundable one time deposit.

5. The Complainant has stated that this gated community developed in the area of 23 acres and sold through various advertisements such as banners, posters, notices and through certain TV channels quoting as gated community. Presently there are two gates and one passage without

gate with a security for name sake. Entries are common to public and not as restricted area. Already number of thefts occurred in the community.

6. The Complainant has also stated that by building houses not as per the approved plan, the Developer has made owners to fight each other due to mismatch of boundaries, etc.

7. The Complainants have sought the following reliefs:

- a) Establishment of above said project as gated community.
- b) Compensation for delay in construction and building amenities and interest for the paid amount for amenities till completion.
- c) Formation of maintenance facilities such as security, garden, parks, community hall, shops, school, play grounds, swimming pool, etc.

The Complainants have also sought the following interim orders.

- i. Persuade builder to form a maintenance team and start working on quality defects in all building he delivered in the Annai Aahana and Aaradhana projects.
- ii. Completion of amenities or refund of amenities charges with interest till date may be given to individual allottees or to the Association formed by the allottees to construct and maintain it by the Association itself.

8. The Complainants have also complained to the Respondent Developer in their e-mail dated 23.09.2017 that the entire complex of

Annai Ashtalakshmi Nagar (both Aahana and Aaradhana) are filled with bushes and has become unsafe to live.

9. In the minutes of the meeting with the Executives of the Builder on 25.06.2017, it is stated that both the lights and temporary katcha road will be provided on or before 15.07.2017.

10. In the meeting with the MD of the Respondent on 20.10.2017, the authorized signatory of the Builder has also signed and stated that (i) road construction will be started by 25.10.2017 (cleaning work, compaction, GSB, Black top road) and all the internal roads will be completed by 30.11.2017, (ii) 1<sup>st</sup> gate work will be commenced by 25.10.2017 and completed by 30.11.2017, (iii) one park will be completed for public use by 30.11.2017 and (iv) EB connection will be temporarily provided by 25.10.2017.

11. The Complainant has also stated that the project Annai Aahana (84 units), Annai Aaradhana – Phase-1 (176 units) and Annai Aradhana – Phase-2 (78 units) totaling upto 338 units in 82,192.7 sq.mtr. and hence comes under the jurisdiction of the RERA Act.

12. In the Counter Affidavit the Respondent has stated that the project does not come under the RERA Act as projects having more than 8 units will only come under the said Act, and their project having only 3 units does not come under the Act.

13. The Respondent have further stated that any project which has a build up area of 500 sq.mtr. only will come under the said Act, whereas their area is below 500 sq.mtr.

14. They have also denied the other allegations regarding poor quality of construction, lack of maintenance, etc.

15. The Respondents have also submitted that common amenities would be provided once the cost of construction is reached. As of now the market is down and large section of the plots are still vacant and they are not able to bear the cost of providing amenities and however, they promise to provide with the completed amenities as early as possible.

16. During the arguments backed by written arguments, the Respondent has submitted that the Respondent has developed independent and non independent housing projects in Maraimalai Nagar namely Ashtalakshmi Nagar in this present case. The said projects were commenced in the year 2010 by forming a layout and registered under DTCP having approval No.78/2010.

17. The Respondents have further submitted that the entire Layout is being developed as phase by phase basis and thus the building approvals are acquired independently when the plots are booked by the customers as per their needs.

18. They have further stated that the entire Layout has many independent projects, but none of the projects exceeds 500 sq.mtr. or 8 dwelling units per project.

19. Therefore, none of the project is eligible to be registered under the Real Estate (Regulation and Development) Act, 2016. Therefore, the Respondents have submitted that the complaint is liable to be rejected.

20. The Authority has examined the Complaint, Counter Affidavit and the arguments carefully.

21. Even though the Developer has developed independent / semi independent houses in smaller plots less than 500 sq.mtr. in extent by obtaining building permits from the concerned Local Body, it is undeniable

that all these non-independent / semi independent dwelling units have been developed in a much larger extent.

22. It is seen that Annai Aahana has 84 dwelling units, Annai Aaradhana Phase-1 has 176 dwelling units and Annai Aaradhana Phase-2 has 78 dwelling units totaling upto 338 dwelling units in 82,192.7 sq.mtr. as stated by the Complainant.

23. The very fact that the Respondent has committed to provide various common amenities to the plot buyers for whom the dwelling units are constructed is a clear indication that this entire extent covered by the DTCP approval No.78/2010 is a larger group development even though taken up in a phased manner.

24. The Complainants have also stated that the particulars of these projects are available in the TN RERA website as per the particulars furnished by the Respondent in some other project registration No.TN/01/Building/0130/2017.

25. It is seen in the registration application of the Respondent for a project registration of scheme named Annai Aadharsha, Kanthalur village, Chengalpattu Taluk, the Respondent has furnished particulars of Annai Aahana consisting of 84 dwelling units, Annai Aaradhana – Phase-1 with 176 dwelling units and Annai Aaradhana - Phase-2 with 78 dwelling units. Therefore, it is clear that the Respondent himself has admitted in his application for registration for the projects Annai Aadhardhsha that larger number of dwelling units exceeding 8 dwelling units have been developed in Annai Aahana and Annai Aaradhana Phase-1 and Phase-2 schemes.

26. Also the Respondent has committed to the Complainants' Association to complete the common amenities like roads to be completed

by 30.11.2017 as well as one park by 30.11.2017. These dates are much after the commencement of the Real Estate (Regulation and Development) Act, 2016 and Rules made thereunder.

27. Therefore, this Authority holds that this Complaint is maintainable and the projects Annai Aahana in Sri Nagar Extension, Annai Aaradhana Phase-1 and Phase-2 in Ashtalakshminagar, Gudalur village, Maraimalai Nagar as ongoing projects and directs that the Respondent shall register these projects with the Authority immediately within two months from the date of pronouncement of this order.

28. The Respondent shall ensure completion of all the common amenities such as roads, park, community hall, play ground, etc. before 31.03.2020. The Respondent shall obtain necessary approval for swimming pool if not obtained already and complete it by 30.09.2020

29. The Respondent is also directed to hand over the maintenance of the common amenities to the Association before 30.04.2020.

Sd/-...10.02.2020  
MEMBER (M), TNRERA

Sd/-...10.02.2020  
MEMBER (J), TNRERA

Sd/-...10.02.2020  
CHAIRPERSON, TRERA

/TRUE COPY/FORWARDED/BY ORDER

*W. Durgaprasad*  
ADMINISTRATIVE OFFICER  
*10/2/2020*