



**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.415 of 2019

27th day of February, 2020

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

Tvl. T. Udayaraj & Kavitha Udayaraj ... Complainants

Versus

M/s. Ozone Projects Private Ltd. ... Respondent

This Complaint came up for final arguments before this Authority in the presence of M/s. S.D.Ramalingam, Thiru D.R.Sivakumar – counsel for Complainant and of M/s. BFS Legal – counsel for Respondent and upon hearing the arguments of both the parties this Authority passes the following order:

FINAL ORDER

The Complainants have stated that they have purchased a flat No.F-403 in the Metrozone Project for a consideration of Rs.1,83,85,885/-

2. The construction agreement and agreement for sale were entered upon on 19.12.2016. The flat was promised to deliver in July, 2017. The Complainants have stated that they have paid more than 90% of the project cost i.e. Rs.1,60,69,356/- However, till date the UDS has not yet been registered in their names and there has been delay in the construction and completion of the project by the Respondent.

3. The Complainants have sought the following Reliefs:

- a) Handover the completed/finished flat F-403, Metrozone, Chennai immediately with all amenities as agreed upon and thus render justice.
- b) To pay compensation for the delay in handing over from April, 2017 to till date of possession in full at the rate of Rs.1,55,849/- per month
- c) To direct the Respondent to pay compensation to the petitioner as per the Real Estate (Regulation and Development) Act, 2016.

Interim Order prayed for:

Pending final decision on the Complaint the Complainant seeks issue of the following interim order

Direct the Respondent to pay Rs.1,55,849/- per month being the rent and maintenance charges along with the excess interest which is to the tune which this petitioner was forced to pay due to the delay in handing over of the dwelling unit F-403, Metrozone, Chennai and to pass such order this Hon'ble Forum may deem fit based on the facts of the above case.

4. In the Counter Affidavit, the Respondent has stated that while sale and construction agreement was entered on 19.12.2016, later on both parties have entered into construction agreement dated 13.09.2019 and the same was registered as document No.4183/2019 at SRO, Anna Nagar. In terms of the registered agreement, the handing over date is 12.09.2020 including six months grace period as per Clause 4(a) of the construction agreement.

5. The Respondent has also admitted that the Complainants have paid full sale consideration as per the terms and conditions of the agreement.

6. The Respondent has further stated that they had executed the Sale Deed conveying undivided share of land on 13.09.2019 and the same was registered as Document No.4184 of 2019 at SRO, Anna Nagar.

7. The Respondent had also handed over the residential apartment Unit No.F-403 in the Metrozone to the Complainant on 30.10.2019 and the same was duly acknowledged by the Complainant confirming that the unit has been constructed as per the mutually agreed specifications and there are no further claims against the Respondent. Further, both the parties have entered into full and final settlement on 29.10.2019 and the same has been filed in the typed set of documents filed along with the Counter.

8. In the rejoinder filed by the Complainants, it has been stated that the Complainants have taken possession of the apartment under duress and in fact the entire flat has suffered more than 34 damages and incomplete works.

9. The Respondent has stated in the reply to the rejoinder filed by the Complainants that there was no coercion or intimidation by the Respondent at any time regarding the Complainants taking possession of the apartment.

11. In the written arguments, the Respondent has reiterated the earlier submissions.

12. The Complainant has not filed any written submission of their arguments.

13. The Authority has examined the Complaint, Counter Affidavit of the Respondent, rejoinder filed by the Complainant and reply to the rejoinder filed by the Respondent and the written arguments of the Respondent carefully.

14. As regards the prayer of the Complainants to hand over the completed/finished flat, the Respondent has done so on 30.10.2019 for which he has filed possession letter dated 30.10.2019 signed by one of the Complainants. The Respondent has also enclosed the photographs in this regard.

15. The Authority is not able to accept the contention of the Complainant that they took possession of the flat under duress.

16. The Complainant has stated that there are 34 snag points to be attended to by the Respondent, even though she has signed the possession letter stating that the unit is complete in all respects and constructed as per mutually agreed specifications.

17. The Authority directs the Respondent to attend to the snag points indicated by the Complainant before 31.03.2020.

18. The Complainant is at liberty to move the Adjudicating Officer of this Authority for interest on delayed construction, if any, compensation, etc.

19. With these directions this Complaint stands closed.

Sd/-...27.02.2020
MEMBER(M),TNRERA

Sd/-...27.02.2020
MEMBER(J),TNRERA

Sd/-...27.02.2020
CHAIRPERSON,TNRERA

/TRUE COPY/FORWARDED/BY ORDER

N.  27/2/2020
ADMINISTRATIVE OFFICER

 27/2/2020