



**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.439 of 2019

30th day of December, 2020

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

Tvl. Micheal Raj Joseph ... Complainant
No.52, Govindarajulu Street,
West Tambaram,
Chennai – 600 045

Versus

1. M/s. Green Peace Constructions Pvt. Ltd., ... 1st Respondent
Rep. by its Managing Director,
Mr. R.P. Earnarst.
2. M/s. Green Peace Wood Berry Apartment ... 2nd Respondent
Owners Association,
Rep. by its President Mr. S.Krishnamurthy

This Complaint came up for final hearing before the Authority in the presence of M/s. T.Jayaraman, M.K.Padma and Ms. Shanthy – Counsel for the Complainant and of Thiru R.Samithurai B.Sankar Ganesh – Counsel for the 1st Respondent and of Mr. J.R.Balaji Balachandar – Counsel for the 2nd Respondent and upon hearing the arguments of all the parties, this Authority pass the following order:

FINAL ORDER

The Complainant has stated that he is one of the land owners and the land owners had entered into a Joint Development Agreement with the First Respondent Promoter for development of their property. Under this agreement, the land owners are entitled to get 7 flats to be constructed in a Block and the Respondent Promoter will have his share of 9 apartments to be constructed in a separate Block to be marketed by the Developer for prospective home buyers.

2. The main complaint is that while the Developer has constructed and handed over his share of flats to the new home buyers, the First Respondent Promoter has failed to complete the land owners share of flats in time and hence this Complaint.

3. This Real Estate Project is located in Plot No.19, 6th Cross Street, New Colony, Chrompet, Chennai-600 044.

4. The Complainant has prayed to direct the First Respondent Promoter to complete the construction of land owners' share of flats and hand over the same to the land owners within a time frame to be fixed by this Authority.

5. In the Counter Affidavit, the First Respondent Promoter has stated that the purchasers of flats from the Promoter's share are obstructing the completion of the pending works in the land owners' Block.

6. The Association of the Purchasers of flats from the Promoter's share, impleaded in this Complaint has assured this Authority during the hearing on 18.03.2020 that they will not obstruct the construction of flats

for the land owners. They have also submitted that the First Respondent Promoter owes them some money which was provided by them as financial assistance to the First Respondent Promoter.

7. The First Respondent Promoter has filed an Affidavit furnishing a plan of action to complete the flats meant for the land owners. As per this plan of action all works will be completed by 14.01.2021.

8. This Authority has examined the Complaint, the Counter Affidavit of the First Respondent Promoter, the Affidavit filed by the impleaded Association of new flat buyers of the Promoter's share and the Plan of Action furnished by the First Respondent Promoter carefully.

9. This Authority directs the First Respondent Promoter to complete the land owners' share of Flats in all respects and hand over the same by 14.01.2021 without fail.

10. This Authority also records the assurance of the 2nd Respondent, the Association of new flat buyers of Promoter's share not to obstruct the construction works of flats meant for the land owners.

11. This Authority also directs the First Respondent Promoter to adhere to the standard construction practices so that dust, noise and inconvenience to the New Flat owners are prevented or minimized.

12. This Authority also points out that under Section-79 of the Real Estate (Regulation and Development) Act, 2016 no Civil Court shall have jurisdiction to entertain any suit or proceeding in respect of any matter which the Authority or the Adjudicating Officer or the Appellate Tribunal is

empowered by or under this Act to determine and no injunction shall be granted by any Court or other authority in respect of any action taken or to be taken in pursuance of any power conferred by or under this Act.

13. After this Complaint was reserved for orders after hearings, on 28.12.2020 the impleaded 2nd Respondent has filed a Counter Affidavit claiming Rs.1,43,38,040 with interest from the 1st Respondent Promoter.

- The Authority orders that the new flat purchaser allottee members of the impleaded 2nd Respondent are at liberty to move the Adjudicating Officer of this Authority in Form-N for refund of sums, if any, with interest from the 1st Respondent Promoter.

14. On 29.12.2020, the Complainant has filed a Memo stating that the 1st Respondent Promoter has not adhered to the plan of action submitted by him. Therefore, the Complainant has prayed that the 1st Respondent Promoter be directed to deposit the actual cost for completing the balance works as estimated by an independent Civil Engineer/Valuer so that the works can be outsourced and completed.

- After careful consideration of this submission by the Complainant, the Authority directs that the Complainant is at liberty to file a separate complaint seeking permission to complete the remaining works at the risk and cost of the 1st Respondent Promoter under Section-8 of the Act after 14.01.2021, in case the 1st Respondent

Promoter fails to complete the remaining construction as committed by him in the plan of action.

15. With these directions, this Complaint is disposed of.

Sd/-...30.12.2020
MEMBER (M), TNRERA

Sd/-...30.12.2020
MEMBER (J), TNRERA

Sd/-...30.12.2020
CHAIRPERSON, TNRERA

/TRUE COPY/FORWARDED/BY ORDER

N. P. ...
30/12/2020
ADMINISTRATIVE OFFICER

H.P.
30.12.2020