



**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.114/2020**

**17<sup>th</sup> day of March, 2021**

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

K. Indira ... Complainant  
**Versus**  
M/s. S&P Foundation Private Limited ... Respondent  
Rep. by its Managing Director,  
S.Prabhakar

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This Complaint came up for final hearing before the Authority in the presence of Thiru R. Shenbagaraman, P.B.Rohini and B.Sivaraman– Counsel for Complainant and of Thiru R.Gopinath the Authorised Representative of the Respondent Company and upon hearing the arguments of both the parties, this Authority passes the following:

**FINAL ORDER**

The Complainant has entered into an agreement to purchase a residential plot and construction of villa thereon with the Respondent

Promoter in their project S&P Signature Villa at Nedungundram Village, Chengalpattu Taluk for a total consideration of Rs.89,00,214/- The Complainant has stated that she has paid Rs.43,24,984/- so far.

2. The Complainant has complained about the stoppage of construction and demanding payment at this juncture which have to be collected before handing over possession. The Complainant has sought the following reliefs.

- a) *To direct the Respondent to construct the septic tank and sump as agreed as per the Building Plan approval in Plot No.218 situated at S&P Signature Villa comprised in S.No.174/2B, Nedungundram village, Kancheepuram District.*
- b) *To direct the Respondent to re-schedule the amounts towards the cost of construction by giving up of cost demanded under false claims as shown in Schedule C to the Agreement for sale and construction dated 06.08.2019 and not to increase payment of those charges which are to be paid on completion of the house of Villa.*
- c) *To direct the Respondent/Builder to raise built up area in accordance with the promised square feet area of the superstructure as per the specifications agreed upon.*

3. The Respondent Promoter in its Counter Affidavit has stated that the prayer of the Complainant regarding construction of septic tank and sump at her Villa is completed as of 13.09.2019 and the said prayer has now become infructuous.

4. The Respondent has further submitted that the Complainant has sought re-scheduling of payment towards the cost of the construction of villa which seems to be an afterthought after making the payment of Rs.43,24,984/- The reason for seeking re-schedule the payment is only best known to the Complainant herein.

5. The Respondent has given the breakup of the total cost of Rs.89,00,214/- in para-11 of the Counter Affidavit. The overdue from the Complainant is Rs.9,24,986/- and the interest of Rs.4,08,933/- totaling to a sum of Rs.13,33,919/- for default of payment schedule on various date from the date of booking of the Villa. The construction of the villa commenced in June, 2019 and the same was stalled in October, 2019 due to the Complainant preventing the labourers of the Respondent to perform their construction activity.

6. The total land area of the plot of the Villa No.218 is 1306 sq.ft. and the built up area of the Villa is 1828 sq.ft. with TNRERA carpet area of 1177 sq.ft. The break up details of these figures are given in para-16 of the Counter Affidavit. The Respondent has also stated that at no point of time they have indulged in deviation of the building approved plan and they have strictly adhered to the same.

7. The Complainant and the Respondent have filed their written arguments.

8. The Complainant has raised certain issues regarding liability for payment of GST. The Complainant has prayed that the Villa be constructed without reducing the area originally agreed and promised.

9. The Respondent in the written arguments has stated that the sale deed for the plot in the name of the Allottee Complainant was executed on 27.08.2019 and registered on 28.08.2019 at Sub Registrar Office, Tambaram. The Complainant had also paid a part consideration of Rs.43,24,984/- towards the cost of the plot and construction of Villa beyond due dates. The Respondent has also denied that the cost break up and built up break ups have not been provided to the Complainant. The Respondent has explained to the Complainant regarding calculation of GST. Built up area cannot be raised as prayed when the approved plan have been obtained and construction commenced in the said villa.

10. The Authority has examined the Complaint, Counter Affidavit and the arguments by both sides carefully.

11. As far as the prayer regarding the sump and septic tank is concerned, the Respondent Builder has already completed the same.

12. The prayer for re-scheduling the payment is rejected as devoid of merits and the Complainant shall pay as per the schedule-D of the Agreement for sale and construction.

13. The Respondent Builder shall construct the Villa strictly as per the construction agreement and as per the approved building plan subject to receipt of the stage payments as per schedule-D of the Agreement for sale and construction.

14. The Respondent Promoter shall collect from the Complainant only the actual GST paid by the Builder.



15. Regarding interest on delayed payments, the Respondent Promoter shall charge RERA rate of interest as prescribed which is currently at 9.3% per annum.

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

Sd/-...17.03.2021

MEMBER (M), TNRERA

Sd/-...17.03.2021

MEMBER (J), TNRERA

Sd/-...17.03.2021

CHAIRPERSON, TNRERA

/TRUE COPY/FORWARDED/BY ORDER

  
ADMINISTRATIVE OFFICER

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