



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.124/2020

19th day of July, 2021

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

Dr. M.Vijayakumari

Complainant

Versus

M/s. Jeyram Civicon Private Limited
Rep. by its Director
Thiru J. Ravi

Respondent

This Complaint came up for final hearing before this Authority in the presence of M/s. A. Smrithi and N. Vasanth Kumar – Counsel for the Complainant and the Respondent called absent and upon hearing the arguments, this Authority passes the following order.

FINAL ORDER

The Complainant has submitted in the Complaint that she had first intended to purchase the Schedule property looking at the amenities and other benefits of Respondent's premium residential project, namely

"Malgudi Villa", the Plot bearing Unit No.24, measuring an extent of 4629 sq.ft., with super built up area of 1100 sq.ft., in the project named and known as "Malgudi Villa", situated at No.77, Punnapattu village, 77 Chitlapakkam village, 77 Vittalapuram Group, Thirukazhukundram Taluk, Kancheepuram Dist.

2. The Complainant has further submitted that the Complainant and the Respondent had entered into a Construction Agreement dated 14.02.2011, and the Sale Deed in favour of the Complainant executed by the Respondent on 14.02.2011 vide registered document No.602/2011, at the office of the Sub Registrar, Thirukazhukundram, for the land measuring an extent of 4629 sq.ft. out of the total extent of land more fully described in Schedule-A for a sale consideration of Rs.5,55,480/- and for the construction of plot bearing unit No.24 at the total cost of 34,44,520/- and all together the total consideration of the plot and the construction cost is 40,00,000/-

3. The Complainant has also submitted that though the Respondent has committed so many amenities as mentioned in page-5 - para-IV of this Complaint, the Respondent had not provided even the basic amenities like water supply, motorable roads, street lighting, storm water drainage system, compound wall, etc. The Complainant has also stated that though the Complainant herself had completed the villa work, she could not take the pleasure of staying in the villa as on today for lack of common basic facilities. As the Respondent had not provided the compound wall, "Malgudi villa" became pastoral land for cattle. Without street light it becomes nightmare to stay during night. During rainy reasons roads are flooded with

water and roads are badly damaged due to non availability of proper drainage system.

4. The Complainant has also stated that it is pertinent to state that the Respondent has not completed the project till date. Due to non completion of various essential amenities and facilities including the water provision, street light, sewage, etc. as mentioned in the Construction Agreement, the project shall squarely fall within the ambit of ongoing project enumerated in Rule-2(h) of the Rules. The Complainant has also stated that the Respondent had violated the provisions of the Act, mainly marketing of amenities and facilities in violation of Section-3 of the Act and such violation occurred and continue after the commencement of the Act and the Complainant has the right to maintain this Complaint before this Authority. The Complainant has also submitted that in the light of the above it is evident that the Complainant is entitled to refund of all the expenses amounting to Rs.4,16,696/- incurred by the Complainant for completing the villa which was the responsibility of the Respondent.

5. The Complainant has prayed for the following reliefs:

- i. Direct the Respondent to provide basic common facilities like Road, Street Light, Compound Wall, culvert and rain water drainage system and all other common facilities advertised in the website, prospectus and construction agreement.*
- ii. To direct the Respondent to register the project with TNRERA.*

- iii. To direct the Respondent to return the amount of Rs.4,16,696/- paid by the Complainant along with interest at the rate of 10.5% that were spent by the Complainant on the project.*
- iv. Respondent has to take the maintenance of common facilities for 6 years and six months from the date of launching of common facilities.*
- v. To direct the Respondent to pay a sum of Rs.5,00,000/- as compensation for the mental agony caused upon the Complainants.*
- vi. To pay cost or legal expenses to the tune of Rs.50,000/- incurred in preferring the petition.*
- vii. Or pass any such other orders as this Authority shall deem fit in the facts and circumstances of this case and thus render justice.*

6. The Complainant has reiterated her earlier submissions in the written submission of arguments. The Complainant has also effected private notice to the Respondent for his personal appearance or through his Counsel during the hearings through video conferencing by this Authority and filed proof of service before this Authority.

7. This Authority has examined the Complaint and the written submission of arguments filed by the Complainant carefully.

8. The Respondent Promoter has not appeared during the hearing. The Respondent has also not filed the Counter Affidavit.

9. It is seen from the typed set of papers filed by the Complainant that the project "Malgudi" is a gated community promised by the Respondent Promoter by way of prospectus/Brochure in an area of 50 plus acres with number of amenities such as Gymnasium, SPA, Party Hall, Restaurant, Swimming Pool, etc. (page No.87 of typed set of papers filed by the Complainant).

10. The Complainant has stated that even basic amenities such as roads, street lighting and storm water drain have not been completed by the Respondent Promoter till date.

11. Therefore, this Authority holds that this real estate project "Malgudi" is an ongoing project under Section-3 of the Real Estate (Regulation and Development) Act, 2016. Therefore, this Authority directs the Respondent Promoter to register this real estate project with this Authority without further loss of time before 31.08.2021.

12. This Authority also directs the Respondent Promoter to complete all the common facilities promised to the Allottees in this real estate project without any omission before 31.03.2022.

13. This Authority also directs the Respondent Promoter to complete the basic amenities like motorable roads, street lighting and storm water drain without fail before 30.09.2021 before the onset of north-east monsoon.

14. As per Clause-17 of the Construction Agreement, the Respondent Promoter has promised the maintenance of common areas free of cost initially for a period of 7 years from the date of launching the project (July

