



**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.25 of 2020

9th day of December, 2020

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

Tvl. A.V.Sivaram and P.Haripriya, Complainants
No.46-A 2nd Cross Street,
Chandrasekharapuram,
Ambattur, Chennai - 600 053

Versus

M/s. Ozone Greens Respondent
M/s. Selene Estate Limited
No.68/1A, Perumbakkam-Jalladianpet Joint Road,
Jalladianpet, Chennai - 600 100

This Complaint came up for final hearing before the Authority in the presence of the Complainants having appeared party in person and of M/s. BFS Legal Tvl. P.V.Balasubramaiam, D.Ferdinand, K.M.Aasin Shehzad, M.Meera, R.Karthik Chandran, Rathish - Counsel for Respondent and upon hearing the arguments of both the parties, this Authority pass the following order:

FINAL ORDER

According to the Complainants, they had booked a flat No.E6-203 from M/s. India Bulls Greens, Jalladianpet, Perumbakkam in 2017. M/s. India Bulls was later taken over by Ozone group.

2. The main grievance of the Complainants is that the flat has not been completed and handed over by May, 2019 as originally promised. The Complainants have also narrated their ordeal of admitting their children in a nearby school at Perumbakkam based on the promises of the Respondent Promoter to hand over the flat by May, 2019. Later they had to rent a house at Perumbakkam in view of the delay in completion and handing over of the flat.

3. The Complainants have sought the following reliefs:

- a) *Instruct the Respondent to finish all the pending works and hand over of their flat E6-203 Ozone Greens, Perumbakkam immediately with all promised amenities.*
- b) *Instruct the Respondent to complete all the additional modification work for which we have additionally paid INR 59,500/- and hand over their flat immediately.*
- c) *Instruct the Respondent to pay the pending Pre EMI interest due to them immediately, as committed by the Respondent so that they can get little relief from the financial crisis.*

Interim Order sought for:

- *Instruct the Respondent to pay the pending Pre EMI interest due to them immediately, as committed by the Respondent so that they can get a little relief from the financial crisis.*

4. In the Counter Affidavit, the Respondent Promoter has submitted that due to the reasons beyond the control of the Respondent, the Respondent could not complete and hand over the unit within 31.12.2019 as per agreement entered by the Respondent with the Complainants vide Agreement for Sale and Construction Agreement dated 27.06.2019.

5. The Respondent has also submitted that they will ensure that the residential unit of the Complainants will be ready and handed over in a livable condition by December, 2020.

6. In the Additional Counter Affidavit, the Respondent has filed the status report of Block E6 and detailed schedule for completion of this Block by 31.12.2020.

7. The Respondent has also filed arguments by way of written submissions wherein the Respondent has submitted that the Respondent is putting its best possible efforts to meet the committed schedule of December, 2020. However, considering the COVID Pandemic and the practical difficulties faced in execution of large projects, the Respondent requires a grace period of three months till March, 2021 to hand over the possession of the Complainants dwelling unit.

8. The Authority has examined the Complaint, Counter Affidavit, Additional Counter Affidavit and the written submissions of arguments filed by the Respondent carefully.

9. The Respondent Promoter has already registered this Project with this Authority vide Registration No.TN/01/Building/0023/2017 dated 21.08.2017 and this Authority has also granted extension of time to complete this project by 31.12.2020, as requested by the Respondent in their application for extension of registration. Therefore, the request of the Respondent Promoter for additional grace time of three months upto 31.03.2021 is not acceptable which seems to be an afterthought.

10. Therefore, the Authority directs the Respondent Promoter to complete the flat booked by the Complainant in Block E6 in all respects as per the construction agreement and hand over the same to the Complainant Allottee before 31.12.2020.

11. The Complainants are also at liberty to move the Adjudicating Officer, TNRERA for interest on delayed construction, Compensation, etc.

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

Sd/-...09.12.2020

MEMBER (M), TNRERA

Sd/-...09.12.2020

MEMBER (J), TNRERA

Sd/-...09.12.2020

CHAIRPERSON, TNRERA

/TRUE COPY/FORWARDED/BY ORDER


ADMINISTRATIVE OFFICER


A.P.
9.12.2020