



**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.56 to 67 of 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**

1) S. Ganesan	056/2020	]	
2) Uma Ramaswamy	057/2020	]	
3) Dr.P.Sekar	058/2020	]	
4) R.L. Srivatsava & L. Shyamala	059/2020	]	
5) T. Ekambaram	060/2020	]	Complainants
6) K. Zachariah	061/2020	]	
7) V. Vijayakrishnan & Rema Vijayakrishnan	062/2020	]	
8) S. Sundarrajan	063/2020	]	
9) Susila Vasudevan	064/2020	]	
10) Karthik S. Rajan & Sivasami Sundara Rajan	065/2020	]	
11) S. Narayanan Moorthy	066/2020	]	
12) P.R. Ananda Rao	067/2020	]	

**Versus**

**M/s. Green Valleys Shelters Pvt. Ltd.  
Rep. by its Director T.Prabakar**

**... Respondent**

These Complaints came up for final hearing before the Authority in the presence of Thiru G.Poonkundran & Mrs. Indira Poonkunrdan – Counsel for Complainants and of M/s. Abdul Saleem – Counsel for the Respondent and upon hearing the arguments of both the parties, this Authority passes the following:

### **FINAL ORDER**

The Complainants and their neighbors numbering 24 flat owners have entered into Joint Development Agreement dated 07.03.2017 with the Respondent Promoter for demolition and reconstruction of Block-22, 23 & 24, South Avenue, Thiruvanmiyur.

2. The Complainant has stated that 6 flat owners wanted to have additional 200 sq.ft. in their respective flat extent for which the Builder has fixed Rs.10,000/- per sq.ft. and Rs.19 lakhs was immediately collected from each of these 6 flat owners by the Respondent Promoter after the General Power of Attorney dated March, 2017.

3. The Complainants have also stated that the Respondent Promoter had committed in Clause-6(c) of the Joint Development Agreement that the 24 flat owners would be given a monthly rental amount of Rs.25,000/- per dwelling unit per month by the Respondent Promoter. This promise has not been kept up by the Respondent since December, 2018. According to the Complainants, the constructed flats have to be handed over to the respective flat owners within 24 months from the date of Joint Development Agreement dated 07.03.2017 including grace period of 3 months period. This period ended in December, 2019. Even the super

structure is yet to be completed. This project is also registered with TNRERA with registration No.TN/29/Building/0218/2019 dated 05.12.2019.

4. The Complainants have sought the following reliefs:

- a) direct the Respondent to hand over the completed flat within 30.06.2020.*
- b) settle all dues to the respective apartment owners including the Complainant herein till the time of handing over the apartment with interest.*
- c) The Respondent has to give compensation for over run period*
- d) In respect of the six owners who paid lumpsum amount, interest to be given w..f. 15.12.2019, when 27 months period ended.*

5. In the common Counter Affidavit, the Respondent Promoter has submitted that the above complaints have been filed by the land owners and not by the Allottees/Purchasers as mandated in the Real Estate (Regulation and Development) Act, 2016 and the Rules. This present dispute has arisen out of a Joint Development Agreement entered into between the land owners and the Developer and hence the present Complaints are not maintainable before this Authority.

6. The Respondent Promoter has also submitted that as per Clause-10 of the Joint Development Agreement, the project has to be completed within 24 months from the date of handing over possession of the subject property by all owners or from the date of obtaining the

approved Building Plan whichever is later, with grace period of 3 months. The site was handed over to the Developer on 03.08.2017. CMDA has issued Planning Permit on 14.06.2019 and the Building Permit was issued on 06.09.2019.

7. Therefore, the Respondent ought to complete this project by 06.09.2021 with grace period of 3 months which ends on 06.12.2021. There is no delay on the part of the Respondent in executing the project and the same will be completed on time, even much before in June, 2021. The present status of the project is that the concrete works in all 4 floors and 30% of brick works have been completed and the same is under progress as per schedule.

8. The Respondent have also stated that due to Corona Pandemic situation, all the works came to a standstill for the period between March – August, 2020 and the same was resumed after restrictions were relaxed by the Government.

9. Regarding payment of rent, the Respondent has stated that at no point of time the Respondent has denied the payment towards rent and goodwill. Out of 24 owners, the rent arrears have been paid from 15.09.2017 to May 2019 for 8 owners and the rent arrears have also been paid up to December, 2018 for the remaining 16 owners. The Respondent has also undertaken to pay the remaining rent arrears as follows:

- i. Pending rent up to May, 2019 for 16 owners before 31.10.2020*
- ii. To pay all rent and pending amount before handing over of the project in June 2021 as per the schedule.*

10. The Respondent has also undertaken to pay all dues and arrears to all owners after deducting 3 months' rent as per payment schedule stated above or any other date based on mutual understanding between parties before the completion and handing over of the flats without any default.

11. In the Rejoinder, the Complainants have stated that some of the flat owners are super seniors and senior citizens. Many flat owners are retired. They have a lot of commitments including very high medical expenses. On account of the Respondent Promoter's failure in meeting the financial commitment and construction schedule, they have been facing lot of difficulties to make the payment of rent for their rental premises and meeting other commitments. Therefore, any deduction in the pending payments from the Respondent would cause extreme hardship to the Complainants and is not acceptable. As on date, the Respondent is liable to pay to the Complainants Rs.2,88,30,000/- with break up given in para-15 of the Common Rejoinder.

12. In the written arguments, the Complainants have submitted that the land owners as per Joint Development Agreement have handed over 27604 sq.ft. of undivided share to the Promoter/Respondent to construct 49560sq.ft. super built up area on this site. Out of 27604 sq.ft., 7025 sq.ft. of undivided shares have been allotted by the Complainants and the other land owners to the Respondent and 12615 sq.ft. (8 units) out of 49560 sq.ft. have to be retained by the Respondent.

13. The Complainants have also stated that the Respondent has to construct and deliver 36945 sq.ft. of super built up area out of 49560 sq.ft. (24 dwelling units) to the Complainants and the other land owners for which Joint Development Agreement has been entered.

14. The Complainants has further stated that as per Section 31 of the Act any aggrieved person may file complaint with the Authority, hence, the Complaints are maintainable before this Authority. The Respondent Promoter has also not honoured this commitment to make the rental payments to the 16 land owners by end October, 2020.

15. In the common written submissions of argument, the Respondent has reiterated its earlier submissions. The Respondent Promoter has also stated that he had received Rs.14.50 lakhs from 6 owners and not Rs.19.00 lakhs as stated by the Complainants for the additional super built up area of 195 sq.ft. in respect of 6 flat owners. As on date super structure is completed, brick works are in progress in each floor. There is no delay in executing this project. Till date the Respondent has paid to the Complainants Rs.1,00,00,000/- towards arrears of rent out of total of Rs.2,04,00,000/- which was calculated till 14.10.2020 and the Respondent undertook to pay all the dues to the owners of the project after deducting 3 months' rent as per payment schedule or any other date based on mutual understanding between parties before the completion and handing over of the project without default.



16. This Authority has examined the Complaints, Counter Affidavit of the Respondent Promoter and the Rejoinder filed by the Complainants and the written submissions of Arguments filed by both sides carefully.

17. This Real Estate Project which is already registered with this Authority is a re-development project based on the Joint Development Agreement between the Respondent Promoter and the Land Owners cum original flat owners.

18. As per Section 2(s) of the Act "*development*" includes "*re-development*". As this is a Real Estate development project which involves demolition of the existing apartments and construction of 32 dwelling units. This project is very much a re-development project coming under the purview of the Act.

19. Out of 32 dwelling units, as far as 24 dwelling units are concerned, the original flat owners are the Allottees. The sale consideration paid to the Promoter is by way of certain extent of undivided share to the Promoter by which it has been given the rights to sell after constructing its share of 8 dwelling units. Also some of the original flats owners have paid additional amounts for additional extent of built up space.

20. Therefore, the contention of the Respondent Promoter that this dispute between the original flat owners and the Respondent Promoter does not come under the purview of this Authority is not acceptable and this Authority has very much jurisdiction over this Real Estate Project and this dispute as per the relevant provisions of the Act. Also this real estate project is registered with this Authority.

21. Therefore, this Authority holds that these Complaints are maintainable and proceeds to pass orders on these Complaints accordingly.

22. Regarding the prayer of the Complainants to direct the Respondent Promoter to hand over the completed flats before 30.06.2020, the Authority accepts the stand of the Respondent Promoter that as per Clause-10 of the Joint Development Agreement, the project has to be completed within 24 months from the date of handing over possession of the subject property by all the owners or from the date of obtaining the approved Building Plan whichever is later, with grace period of 3 months.

23. Therefore, the Respondent Promoter has stated that the due date is 06.12.2021 including the grace period as per the Joint Development Agreement. However, the Respondent Promoter has assured that this Project will be completed much earlier in June 2021.

Recording the same, this Authority directs the Respondent Promoter to complete this Real Estate Project in all respects as per Joint Development Agreement before 30.06.2021 and hand over the apartments to the Complainants Allottees before 31.07.2021.

24. Regarding the rental arrears and other amounts due to be paid by the Respondent Promoter as per the Joint Development Agreement, the Authority records the undertaking given by the Respondent Promoter to honour his commitment given regarding payment of rental arrears and other amounts due. The Complainants are also at liberty to move the Adjudicating Officer of this Authority for interest on delayed payments due to be paid by the Respondent Promoter to the original flat owner Allottees as per the Joint Development Agreement and compensation, if any.



25. With these directions, these Complaints are 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

*N. P. [Signature]*  
17/3/21

ADMINISTRATIVE OFFICER

*[Signature]*  
17.3.21.