



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.88/2020**

**30<sup>th</sup> day of June, 2021**

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

Tvl. A. Varadaraj & Lavanya A.

Complainants

**Versus**

M/s. Amar Prakash Developers Pvt. Ltd.  
Authorised by its Managing Director

Respondent

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This Complaint came up for final hearing before this Authority in the presence of Ms. Hema Srinivasan, S. Shamli, Alisha S. Lal and N.Umayaparvathy – Counsel for the Complainant and of M/s. D.Ravichander, P. Dinesh Kumar - Counsel for the Respondent and upon hearing the arguments of both the parties, this Authority passes the following order.

## **FINAL ORDER**

The Complainants have submitted that the Complainants in April, 2019 booked a flat in the Project with unit No.J303, with super built up area of 883 sq.ft. flat. For the said flat, the Complainants made a total payment of Rs.26,85,902/- The Complainants have entered into an Agreement for Construction bearing Document No.6085 of 2019 dated 08.03.2019 and the sale deed bearing document No.6086 of 2019 was registered on 15.04.2019.

2. The Complainants have also submitted that in terms of the Agreement between the parties, the apartment was supposed to be handed over to the Complainant within 90 days vide Clause 17 of Agreement for Construction. As the registration occurred on 15.04.2019 i.e. on or before 14.07.2019. On failing to handover the apartment on the said time period, the Respondent has breached an essential clause in the Agreement.

3. The Complainants have sought the following reliefs.

- i. To direct the Respondent to register the project under Section-3 of the Real Estate (Regulation and Development) Act, 2016 and also comply with the terms thereof;*
- ii. To complete the Construction of the project Temple Waves(J Block) Kundrathur and immediately hand over apartment;*

- iii. *to direct the Respondent to submit to this Authority weekly updates on status of construction, with a copy to the Complainants*
- iv. *to direct the Respondent to produce accounts, statements and bills relating to project Temple Waves (J Block), Kundrathur;*
- v. *to direct the Respondent to pay to the Complainants an amount of Rs.2,47,500/- towards rental charge paid by the Complainants until this date for delay in completion of construction and handing over possession.*
- vi. *To pass such further orders or directions in consideration of the facts and circumstances of the case.*

4. In the written submission of arguments, the Complainants have submitted that the Complainant is entitled to rental payments as on date which amounts to Rs.3,42,000/- and for further rental payments until the completion of construction and handing over of the Apartment in all respects with interest thereon in terms of Rule-18 of the RERA Rules, 2017.

5. The Respondent has not filed the Counter Affidavit and written submission of arguments till date.

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

7. Regarding the prayer for direction to register the project, it is seen that the Partial Completion Certificate for Block I & J have been obtained on 28.02.2019 for which application has been filed on 31.05.2017.

8. The Division Bench of the Hon'ble High Court of Madras in its order dated 15.09.2020 in CMSA No.22 of 2019 in Subashini Thulasiram Vs. M/s. SPR & RG Constructions Pvt. Ltd. has held that the Rule gives exemption from registration with this Authority only in respect of projects for which application for Completion Certificate has been filed on or before 01.05.2017.

Therefore, the Authority directs that the Respondent Promoter shall register Blocks-I & J of this real estate project with this Authority before 31.07.2021.

9. The Respondent Promoter is directed to hand over the apartment completed in all respects strictly as per the construction agreement to the Complainant Allottee before 31.07.2021 without fail.

10. The Complainant is at liberty to move the Adjudicating Officer of this Authority for interest and compensation relating to the delay in construction, completion and handing over possession of the apartment booked by the Complainant. The Respondent Promoter can file counter claim relating to interest on delayed payments by the Complainant, if any, with the Adjudicating Officer. The Respondent Promoter shall not insist on payment of interest on delayed payments by the allottee, if any, at the time of handing over possession of apartment as the Promoter has also delayed the construction and completion of the apartment.



11. With the above directions, this Complaint is disposed of.

Sd/-...30.06.2021  
MEMBER (M), TNRERA

Sd/-...30.06.2021  
MEMBER (J), TNRERA

Sd/-...30.06.2021  
CHAIRPERSON, TNRERA

/TRUE COPY/FORWARDED/BY ORDER

etc

N. Prasad  
30.6.21  
ADMINISTRATIVE OFFICER

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30.6.21