



**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.154 of 2021

30th day of December, 2021

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

Tmt.Kalpana Sankaran Complainant

Versus

M/s. Alliance Villas Pvt. Ltd. Respondent
Represented by its authorized signatory
Thiru Dega Srinivasulu Reddy

This Complaint came up for final hearing before this Authority in the presence of Mr.Rahul J Krishnan – Counsel for the Complainant and of M/s. AAV Partners, Mr.Zahid Ahmed, J.Sonali and Sanjana Grace Varma – Counsel for the Respondent and upon hearing the arguments of both the parties, this Authority passes the following order.

FINAL ORDER

The Complainant has stated in the Complaint that she had entered into a Sale Agreement and Construction Agreement on 05.02.2021 towards purchase of a villa as advertised by the Respondent which is more fully

described "Residential Independent Villa/Row House No.428 (as per DTCP approved layout Villa E-16) consisting of ground floor and first floor with living, dining and bedrooms having a total carpet area of 1354.22 sq.ft. in the Alliance Humming Gardens Phase-II" to be constructed.

2. The Complainant has also stated that the Respondent has given assurance to the Complainant that the construction of the villa along with all common pathways and common areas will be completed and possession will be delivered to the Complainant in June 2021. Clause 4(a) of the Construction Agreement clearly envisages the aforementioned pleading.

3. The Complainant has further submitted that the total consideration towards purchase of the villa is Rs.1,01,64,476/- However, the Respondent was coercing and forcing the Complainant to cancel the sale and construction agreement and enter into a fresh sale and construction agreement for a revised amount of Rs.1,30,77,000/- towards which the Complainant has vehemently objected to.

4. The Complainant has also submitted that the Respondent Promoter has also demanded that the Complainant is to pay Rs.30,00,000/- by way of cash failing which the Respondent would hike the price of the villa by Rs.30,00,000/- as he will consider nonpayment of money by way of cash as breach of contract by the Complainant. The Complainant has been requesting for a stage wise completion schedule from the Respondent and the Respondent has not responded towards the same.

5. The Complainant has prayed for the following relief:

- a) Direction to penalize the Respondents for noncompliance of the rules and regulations as stipulated under the RERA Act.

- b) Direction to the Respondent to construct and complete all the amenities as advertised in their brochure.
- c) Direction to the Respondent to handover possession of the aforementioned properties to the Complainant after completion of construction.
- d) Direction to the Respondent to register the property in favour of the Complainant after completion of construction.
- e) Direction to the Respondent to register the project which is mandatory as stipulated under the RERA Act.
- f) Direction to the Respondent to provide the building completion certificate and occupancy certificate to the Complainant at the time of delivery of possession.
- g) Direction to the Respondent to adhere to the terms and conditions as stipulated under the Sale Agreement and the Construction Agreement.

6. In the Counter Affidavit, the Respondent has denied all the allegations mentioned in the Complaint as the same are false. The Respondent has further stated that the Complainant has dishonoured the agreements and has failed to provide the necessary amounts as per the payment schedule towards the booking of the subject villa. In place of the originally promised cheques, the Complainant has further issued (i) Rs.1,00,000/- vide cheque No.000284 dated 02.01.2021 drawn on ICICI Bank and (ii) Rs.1,00,000/- vide cheque No.000282 dated 24.01.2021 drawn on ICICI Bank.

7. The Respondent has further submitted that the Complainant has further issued 2 new cheques towards fulfillment of amount pending towards booking of the subject villa i.e. (i) Rs.4,00,000/- vide cheque No.000011 dated 08.02.2021 drawn on Fincare Bank and (ii) Rs.4,00,000/- vide cheque No.000012 dated 08.02.2021 drawn on Fincare Bank. The above mentioned cheques for a total sum of Rs.8,00,000/- were deposited on 09.02.2021, although it was appalling to understand that both cheques submitted by the Complainant had bounced on 11.02.2021.

8. The Respondent has also submitted that as per the Agreements and the payment schedule, the total consideration for the subject villa is Rs.1,01,64,476/-. Owing to the negligence in obligations as stated under the Agreements, the Complainant has failed to make timely payments and for the same an interest has been levied for the delay in payments to the tune of Rs.3,84,160/- The total consideration of the subject villa stands at Rs.1,05,48,636/- From the total consideration, the following are the payments that have been made by the Complainant.

Sl.No.	Date	Amount	Cheque No.	Bank details
1.	02.01.2021	Rs. 1,00,000/-	000284	ICICI Bank
2.	24.01.2021	Rs. 1,00,000/-	000282	ICICI Bank
3.	28.04.2021	Rs.12,00,000/-	000175	Union Bank
4.	28.04.2021	Rs. 58,625/-	110016	ICICI Bank
Total Amount		Rs.14,58,625/-		

9. The Respondent has further submitted that Rs.12,58,625/- was paid to the Respondent only after filing the present Complaint. It is

evident from the same that the Complainant still wishes to proceed with the sale of this villa despite the false and baseless allegations the Complainant is raising against the Respondent. The Respondent has also stated that the following are the outstanding payments due from the Complainant.

Description	Amount Due
Balance Payable (inclusive of TDS, delay payment charges)	Rs.90,90,016/-
Registration charges	Rs. 5,31,622/-
TOTAL AMOUNT DUE	Rs.96,21,638/-

10. The Respondent has further submitted that the project has been registered with the TNRERA and the Completion Certificate for the subject villa was obtained on 18.02.2021. As in Clause 4(a) of the Construction Agreement, the Respondent undertakes that the subject will be handed over by June, 2021 and has performed his obligations in line with the same. The Respondent has also submitted that the subject villa is ready for handing over and that only the EB connection, toilet fittings and painting of the villa is yet to be completed pending the complete payments being made by the Complainant. The Respondent has further stated that on full payment of the villa along with the interest due for the delay in payments, the subject villa will be ready for handing over within ten days of full payment.

11. Further, the Respondent reiterates that it has honoured the agreements and ensured that the subject villa was ready for handing over by June, 2021, despite the months of lockdown and hassle faced due to the pandemic.

12. The Respondent has further submitted that the allegations pertaining to the cancellation of the agreements, increasing the cost of the subject villa by Rs.30,00,000/- to be paid by cash and further forcing the Complainant to enter into fresh agreements are all false and baseless. The Complainant has merely alleged these statements and has failed to provide any proof of the same.

13. In the written submissions, the Complainant has submitted that the parties had entered into a sale agreement dated 05.02.2021 and a construction agreement dated 05.02.2021 and for some odd reason the transaction of Rs.8,59,702/- which was issued by cheque and thereby cancelled by the Complainant has been recorded in the Construction Agreement.

14. The Complainant has further submitted that the remainder payment to be made to the Respondent Promoter is Rs.87,05,851/- inclusive of a GST of Rs.4,86,949/- and the corpus fund is Rs.47,075/- the Complainant has further submitted that a cheque for Rs.87,05,851/- vide reference cheque No.000004 600775005 001384 31 was issued to the Respondent and the same was handed over to one Ms. Princy who had collected the cheque from the Complainant at the Complainant's residence at 10.30 in the night on 08.07.2021. The Complainant has stated that the Respondent has refused to encash the cheque towards which the Complainant had issued a stop cheque payment on 26.07.2021. The Respondent had refused to encash the cheque as they had demanded an additional payment of Rs.30,00,000/- from the Complainant by way of cash.

15. The Complainant has also submitted that the Complainant has made the entire payment of Rs.1,01,64,476 to the Respondent Promoter as stipulated in the sale and Construction Agreement as on 29.07.2021. However, the Respondent Promoter is refusing to register the property in favour of the Complainant by demanding an additional Rs.30,00,000/- by way of cash and by demanding that the Complainant is to enter into a fresh construction and sale agreement. Therefore, based on the fact that the entire amount has been paid to the Respondent Promoter as per the sale and Construction Agreement; the Complainant is entitled to the relief of handing over possession of Villa No.428.

16. In the written submission of arguments, the Respondent has submitted that the Complainant has failed to make timely payments and for the same an interest has been levied for the delay in payments to the tune of Rs.3,84,160/- The Respondent has further stated that till date the following outstanding payments are due from the Complainant;

Description	Amount Due
Registration Charges	Rs.5,31,622/-
Interest on delayed payments	Rs.3,25,558/-
GST on interest	Rs. 58,600/-
TOTAL AMOUNT DUE	Rs.9,15,780/-

17. This Authority has examined the Complaint, the Counter Affidavit filed by the Respondent Promoter and the written submissions of arguments by both sides carefully.

18. It is seen that this project has been registered with this Authority and the Completion Certificate for the Villa allotted to the Complainant Allottee has been obtained on 18.02.2021.

19. It is also seen that the Complainant has stated that she has made payment of Rs.1,01,64,476/- to the Respondent Promoter as on 28.07.2021.

20. The Respondent Promoter has stated in the written submission of arguments that the Complainant has failed to make timely payments and accordingly the interest has been levied for the delay in payments. The total amount due from the Complainant is Rs.9,15,780/- consisting of registration charges of Rs.5,31,622/-, interest on delayed payments Rs.3,25,558/- and GST on interest of Rs.58,600/-

21. Therefore, this Authority directs the Respondent Promoter to handover the villa completed in all respects with all amenities strictly as per the Construction Agreement to the Complainant Allottee before 31.01.2022 on receipt of balance payments strictly as per the Construction Agreement and execute and register the Sale Deed before 15.02.2022.

22. The Respondent Promoter shall also ensure that domestic electricity service connection is obtained for this Villa before 31.01.2022.

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

Sd/-...30.12.2021

MEMBER (M), TNRERA

Sd/-...30.12.2021

MEMBER (J), TNRERA

Sd/-...30.12.2021

CHAIRPERSON, TNRERA

/TRUE COPY/FORWARDED/BY ORDER

N. 
ADMINISTRATIVE OFFICER


30.12.2021