



**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.242/2021**

**29<sup>th</sup> day of September, 2022**

**Coram : Thiru K. Gnanadesikan, I.A.S. (Retired), Chairperson  
Adv. V. Jeyakumar, Member  
Thiru Sunil Kumar, I.P.S. (Retired), Member**

Ms. Madhu Khatri ... Complainant

Versus

M/s. India Golf Assets Pvt. Ltd. ]  
Represented by its Chief Executive Officer ] Respondent  
Thiru S. Akshay Dewani ]

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The above Complaint came up for final hearing before this Authority in the presence of M/s. Deepika Murali – Counsel for the Complainant and of the Respondent represented by the Legal Executive of the Respondent Company and upon hearing the arguments of both the parties, this Authority passes the following:

**FINAL ORDER**

The Complainant has bought a villa in the project, namely, "18 & Oak Project" (formerly known as 'Clover Greens Project'). The

Complainant had entered into a development agreement, construction agreement and infrastructure and usage agreement with the Respondent of 13th January, 2015 and sale deed dated 19.12.2019.

2. The salient features of the infrastructure agreement dated 13.01.2015 entered between the parties provided for the following obligations on the part of the Respondent to fulfill:

- 6m carriage way as per the master plan
- 2.4 m parking at specific locations as per master plan
- Sewerage collection network till plot boundary
- Water supply network till plot boundary
- Power distribution network till pot boundary
- Street lighting along the road
- Sewerage Treatment Plant
- Water Treatment Plant
- Access controlled at entry and exit
- Landscape along the road as per master plan

3. While the possession of the Villa has been handed over, the Respondent has not adhered to the contractual commitments of the development agreement and infrastructure usage agreement executed by the Respondent. The infrastructure usage agreement Clause 4.1 (c), contemplates that the Respondent shall complete the infrastructure on or before December, 2016 with a grace period of 6 months. It also stipulates that the Respondent shall pay the purchaser the penalty of Rs.3/- per sq.ft. on the plot area per month till the infrastructure facilities are made

available to the purchaser for his use. The Complainant has reiterated that despite repeated complaints the infrastructure facilities are not provided.

4. The Complainant specifically has complained about basic infrastructure which includes overflows of the sewerage, irregular water supply, irregular supply of electricity, inadequate street light and local boundary works among others.

5. The Complainant has sought a relief directing the Respondent to complete the pending work and to produce the stage-wise timelines for rectification and completion of each of the facilities listed in the Annexure- I in the Infrastructure and usage agreement.

6. The Respondent in his objection to the complaint submitted by the Respondent has given a table showing the status of the development works enumerated by the Complainant.

S.No.	Infrastructure Facilities	Status near 25G Villa
1	6m carriage way as per the master plan	From club house to plot 25G road works is completed.
2	2.4 m car park	From club house to plot 25G car park is completed.
3	Sewerage collection network till plot boundary	The work is completed for the stretch of Plot No. 25 B to 25 G and the same is connected to sewage collection sump behind 25F villa.
4	Water supply network till plot boundary	The work is completed for the stretch up to Plot No. 5 B to 25 G and water is supplied by local vendor through pipeline network.

5	Power distribution network till plot boundary	The work is completed for the stretch of Plot No. 25 B to 25 G and power is supplied by temporary power sources.
6	Street lightening along the road	The work is completed, and street lights are in use up to Plot No. 25 B to 25 G
7	Sewerage Treatment Plant	Sewage treatment is functional, and the pipe connections works are in final stage for connecting the sewage collection tank behind Plot No. 25 F to the STP.
8	Water Treatment Plant	Work in progress
9	Access controlled at entry and exit	Main gate and club house gate both are monitored by security, boom barrier is fixed near Plot No. 25 B
10	Landscape along the road as per master plan	Landscape works are completed at the entrance and in the remaining area work will be executed in phases across the project.

7. The Respondent has further submitted that there are 4 Villas occupied in phase-I of the project and few are under construction and that the Respondent was in the process of construction based on payment schedule of the purchaser.

8. The Respondent has further stated that the allegation is the common area is not developed. The pandemic and heavy rain fall and the market condition since last two years was the reason for delay of the project. The entire project is horizontal development and the development is to therefore go horizontally. The Respondent concedes that the various



works have still not been fully completed, which includes road work, carriage work, sewerage connection work etc.,

9. The Respondent has also committed to provision of various services which were agreed to be provided in the agreement signed between the Complainant and the Respondent on 13.01.2015 as below:

“That IGAPL shall complete the infrastructure works on or before December 2016, with a grace period of 6 months. If IGAPL fails to complete the infrastructure work on or before December 2016 and/or within the grace period, then IGAPL shall pay the purchaser a penalty of Rs.3/- per sq.ft on the plot area, per month till the infrastructure facilities are made available to the purchaser for his use”

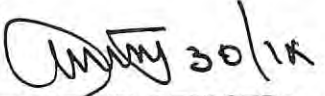
10. It is clearly admitted by the Respondent that the facilities claimed by the Complainant were actually yet to be fully completed.


11. In view of the above, the Respondent is directed to ensure that the basic amenities agreed upon in the agreement dated 13.01.2015 are completed by 31.12.2022. The Respondent shall submit a report on completion of the agreed works duly acknowledged by the Complainant. The Respondent is also directed to pay the purchaser Rs.3/-per sq.ft per month on the plot area from the date committed in the agreement dated 13.01.2015 till the infrastructure is made available as per the agreement between M/s. India Golf Assets Private Limited and Ms. Madhu Khatri dated 13.01.2015. The reliefs sought by the Complainant regarding stage-wise timelines have already been provided in the objection to the complaint submitted by the Respondent.

12. With the above findings and directions, this Complaint is disposed of.

Sd/-...29.09.2022      Sd/-...29.09.2022      Sd/-...29.09.2022  
MEMBER (J), TNRERA    MEMBER (S), TNRERA    CHAIRPERSON, TNRERA

/TRUE COPY/FORWARDED/BY ORDER

  
ADMINISTRATIVE OFFICER, <

  
29.9.22