



**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.109/2022

2nd day of March, 2023

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

Thiru Sri Sailendra Siva Kumar ... Complainant

Versus

M/s. Selene Estates Ltd.]
Represented by its Authorised Signatory] Respondent
Thiru G. Natarajan]

The above Complaint came up for final hearing before this Authority in the presence of M/s. Chennai Law Associates – Counsel for Complainant and of M/s. A.R. Vishwaram – Counsel for Respondent. The Authority passes the following order:

FINAL ORDER

The Complainant has submitted in the Complaint that he had booked a flat bearing No.E5 1002 in Tower E5 on the 10th floor of the residential complex known as Indiabulls Greens proposed to be constructed on the Schedule-A Land, having a Super Area of 1376 sq.ft. inclusive of balconies and utility space with one open reserved car parking

space with 2 BHK as part of the overall apartment complex from India Bulls Greens, Jalladianpet, Perumbakkam in the year 2017 with India Bulls and later it was taken over by the Respondent.

2. The Complainant has also stated that he had booked the said flat under 50:50 scheme, wherein he was asked to pay 50% at the time of booking and 50% at the time of possession. The Complainant has stated that he had paid a sum of Rs.1,00,000/- initially, and subsequently he paid 50% i.e., Rs.27,67,848/- of the total sale consideration of the said flat.

3. The Complainant has further submitted that a Construction Agreement dated 28.03.2017 was entered into with the Respondent and the said Construction Agreement was registered subsequently. It is also stated that the total sale consideration for the said flat is Rs.56,27,222/-

4. The Complainant has also submitted that he had been following the Respondent since last 4 years and till date there is no proper response regarding the handing over of the said flat.

5. The Complainant has prayed for the following reliefs in the Complaint.

- a. Direct the Respondent to hand over the fully constructed flat bearing No.E5 1002 in Tower E5 on the 10th floor, in habitable condition with promised facilities and amenities as mentioned in Construction Agreement dated 28.03.2017.
- b. Direct the Respondent to pay a sum of Rs.2,00,000/- towards mental agony and severe hardship caused;
- c. Direct the Respondent to pay a sum of Rs.25,000/- towards cost of litigation and

d. Pass such other or further orders which this Authority deems fit in the circumstances of the case.

6. In the Counter Affidavit, the Respondent has submitted that the Complainant and Respondent had entered into Construction Agreement and Sale Agreement dated 28.03.2017 with respect to residential unit No.E5 1002. The mutual obligations were captured in the agreements, subject to payment of sale consideration and force majeure exceptions, the indicative date of handover of the apartment was within 30 months from the date of execution of the construction agreement with 6 months grace period.

7. The Respondent prayed eight months time to provide the unit in liveable condition as they are speeding up the construction.

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

9. It is seen that the Complainant Allottee has paid 95% of the sale consideration.

10. As per the Construction Agreement dated 28.03.2017 the date of completion and handing over possession was 30 months from the date of signing of this Agreement with further period of 6 months grace period. Therefore, the Respondent Promoter should have completed and handed over the apartment by 27.03.2020. However, the Respondent Promoter has not completed this apartment so far.

11. This real estate project in which the Tower E-5 is located is also registered with this Authority.

12. The Respondent Promoter has sought eight months time to complete the apartment in a habitable condition and handover possession to the Complainant Allottee. Already there has been a delay of about 3 years.

13. Therefore, the plea of the Respondent Promoter for further period of eight months is not acceptable and accordingly this Authority directs the Respondent Promoter to complete the Tower-E 5 in all respects as per the Construction Agreement and handover the apartment bearing No.E5 – 1002 to the Complainant Allottee before 31.05.2023 after receiving the balance sale consideration strictly as per the Construction Agreement.

14. The Complainant Allottee is also at liberty to move the Hon'ble Single Member Bench of this Authority for interest on delayed construction, if any, by filing separate complaint and compensation, if any, from the Hon'ble Adjudicating Officer of this Authority.

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

Sd/-...02.03.2023
MEMBER (M), TNREA

Sd/-...02.03.2023
MEMBER (J), TNRERA

Sd/-...02.03.2023
CHAIRPERSON, TNRERA

/TRUE COPY/FORWARDED/BY ORDER


ADMINISTRATIVE OFFICER