



**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.80/2022

2nd day of March, 2023

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

1. Thiru Deram Ramesh Chandra ... Complainants
2. Mrs. Deram Aruna

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, the Complainants represented by their Counsel M/s. Chennai Law Associates and the Respondents represented by their Counsel M/s. A.R.Vishwaram and P.Dillibabu. The Authority passes the following order:

FINAL ORDER

The Complainants have submitted that they booked a 2.5 BHK Flat bearing No.E4/1803 with carpet area of 886 sq.ft. on the 18th floor (as per plan 17th floor) in Tower E4 at Jalladianpettai Village, Sholinganallur Taluk, Chennai-600 100.

2. It is further submitted that the Complainants and the Respondent entered into an Agreement for sale dated 17.10.2020 and the Construction Agreement (not registered) dated 17.10.2020 for a total Sale Consideration of Rs.55,85,697/- and had entered into an Agreement that initially the complainants had to pay 90% of the total amount i.e. Rs.48,77,127/- and the rest of the amount at the time of handing over of the said flat. The Complainants have further submitted that they availed home loan from HDFC Bank for a total sum of Rs.44,00,000/- wherein a sum of Rs.39,00,000/- has already been disbursed.

3. Further, the Complainants have submitted that the Respondent assured the Complainants that the flat would be handed over by 31.12.2020 which is also mentioned in the Construction Agreement dated 17.10.2020. The Complainants have also stated that they have paid a total sum of Rs.44,12,033/- till date of this Complaint and the Complainants have not been handed over the possession of the said flat despite paying such huge amount as early as on 07.06.2020 itself.

4. The Complainants have sought the following reliefs in their Complaint.

1. Hand over the fully constructed flat bearing No.E4 1803 in habitual condition with promised facilities and amenities as mentioned in Construction Agreement dated 17.10.2020.
2. Pay a sum of Rs.5,00,000/- towards mental agony and severe hardship caused by the Respondent and
3. Pass such other order as this Authority deems fit.

5. In the Counter Affidavit and the Additional Counter Affidavit filed on behalf of the Respondent, it is submitted that it is true that the

Complainant and Respondent had entered into an Unregistered Construction Agreement and Sale Agreement dated 17.10.2020 with respect to the residential unit No.E4 1803. 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 31.12.2020 with 6 months grace period.

6. The Respondent has further submitted that it had put in its best possible efforts to meet the handover dates, however reasons beyond the control of the Respondent, contributed to the delay in execution of the project. The Respondent has also admitted the receipt of sale consideration of Rs.44,12,033/- paid by the Complainants out of total sale consideration amount i.e. Rs.55,85,697/- Therefore, the Respondent, prayed eight months time to provide the unit in live-able condition as they are speeding up the construction.

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

8. As per the Construction Agreement dated 17.10.2020, the date of completion is 31.12.2020 which has not been adhered to by the Respondent promoter.

9. The prayer of the Respondent Promoter seeking eight months time to complete the apartment and handover the same in habitable condition is not acceptable to this Authority as there has already been considerable delay in execution of this real estate project.

10. Therefore, this Authority directs the Respondent Promoter to complete the apartment in all respects as per the Construction Agreement and handover the apartment No.E4-1803 in habitable condition to the Complainant Allottee before 31.05.2023 without fail, after receiving the balance sale consideration, if any, strictly as per the Construction Agreement.

11. The Complainant Allottee is at liberty to move the Hon'ble Single Member Bench of this Authority for interest on delayed construction and the Hon'ble Adjudicating Officer of this Authority for compensation, if any.

12. With the above 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


2/3/2023
ADMINISTRATIVE OFFICER