

**BEFORE THE
TAMIL NADU REAL ESTATE REGULATORY AUTHORITY,
CHENNAI**

Quorum : Hon'ble Mr. G. Saravanan, M.A.,B.L., Adjudicating Officer,

CCP Nos. 159 AND 160 of 2019

- (1) Anitha Arun **AND** Bharathi Arun
Rep. by PoA Adithya Arun [CCP No.159/2019]
(2) Sunitha Nandakumar [CCP No.160/2019]

COMPLAINANTS

Vs

- (1) M/s. Oragadam City Developers Pvt Ltd.,
Rep. by its Authorized Signatory
(2) M/s. New Town Housing
(3) M/s. Value Build Homes
(4) M/s. Vilagam Housing
(5) M/s. Frontier Housing Pvt Ltd.,
(PROJECT NOT REGISTERED)

RESPONDENTS

Complainants : M/s. S.V. Supraja **AND** Abhinav Parthasarathy,
Advocates

Respondents : Remained absent

Heard on : 17.09.2019

Delivered on: 03.10.2019

ORDER


Both the above complaints claiming refund of the entire amount paid by them to the respondents towards purchase and construction of booked row house with interest, compensation and costs is filed u/s 31 read with Section 71 of the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as RERA Act).

2. Since both the complaints are relating to same project of the respondents, both the complaints were heard together and disposed of by a common order.

3. **Averments of the complainants in brief as follows:**

(a) The complainants booked row house with the respondents in their project, namely, "INNO-GEO CITY", Vilagam, Kancheepuram Taluk,

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Kancheepuram District and paid advance and further amounts as agreed by them.

(b) The row house allotted to the complainants, the agreed price, the amount paid by them and the due date for delivery of the constructed row house to the respective complainants is as follows:


Complainants Name	CCP No	Allotted Flat No	Price Agreed Rs.	Amount Paid Rs.	Due Date for delivery of the Flat
(1)	(2)	(3)	(4)	(5)	(6)
Anitha Arun AND Bharathi Arun	159/2019	Unit No.0212A, Row House 1	31,15,932	27,86,890	Oct 2013
Sunitha Nandakumar	160/2019	Unit No.0212B, Row House 1	31,15,932	28,44,827	Dec 2013

(c) The respondents executed sale deeds for UDS in the year 2012. In the agreement entered between the complainants and the respondents, the date was fixed with a grace period of three months. Till date, the row house has not been handed over to the complainants.

(d) As per the provisions of the RERA Act, the respondents are liable to return the amount with interest and compensation and also costs to the complainants. Hence, the complainants withdraw from the project and seek full refund of entire amount with interest and compensation and other charges.

4. In spite of service of notice, the respondents remained absent.
5. The complainants filed their respective evidence with documents.
6. On the basis of the contentions of the complainants, the following points arise for determination:
 - i. Whether the complainants are entitled to get back the amounts paid to the respondents with interest and compensation on the

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ground of failure on the part of the respondents to give possession of the apartment booked by them in accordance with the date and terms of agreements for sale and construction?

- ii. Whether the complainants are entitled for all the reliefs as prayed for?

7. **Answer for Point No. (i)**


(a) The learned counsel for the complainants submitted that the respondents have not completed the project and handed over the row houses to the complainants as per the terms of the agreement and they are entitled for refund of the amount paid with interest and compensation and costs.

(b) In CCP No.159/2019, on 14.12.2011, the agreement for sale cum construction was entered between the respondents and the complainants and on 12.03.2012 the sale deed was executed by the respondents for the UDS land in favour of the complainants.

(c) In CCP No.160/2019, on 28.02.2012, the agreement for sale cum construction was entered between the respondents and complainants and on the same day, sale deed for UDS land was executed by the respondents in favour of the complainants.

(d) Under clause 5 of the agreements, the respondents undertook to complete the construction within twenty two months. In the proof affidavit filed by the respective complainant, it is stated that till date the respondents have not completed the construction and handed over the houses as per the terms and conditions of the agreement entered between them.

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(e) In the above circumstances, it is held that the complainants are entitled to get back the amounts paid to the respondents with interest and compensation and costs on the ground of failure on the part of the respondents to give possession of the completed row houses booked by them in accordance with the terms and conditions of the agreements entered between them. Thus, the point is answered accordingly.

8. **Answer for Point No. (ii)**

In view of the answer for Point No.(i), the complainants are entitled to recover the amounts paid to the respondents with interest, and costs in the following manner.

As per Rule 18 of TNRERA Rules, rate of interest shall be at the highest marginal cost of lending rate of SBI plus 2%. Hence, the complainants are entitled for the interest at the rate of 8.15% per annum which is currently the highest marginal cost of lending rate of interest of SBI plus 2% per annum i.e., 10.15% per annum for the amounts paid in both the cases from the date of respective payment till repayment by the respondents.


CCP No. 159 of 2019

The complainant is entitled for refund of the amount of Rs.27,86,890/- with interest @ 10.15% per annum from the date of payment till repayment by the respondents and compensation at the rate of 9% on the amount of Rs.27,86,890/- towards mental agony and inconvenience and cost of Rs.25,000/- towards litigation expenses.

CCP No. 160 of 2019

The complainant is entitled for refund of the amount of Rs.28,44,827/- with interest @ 10.15% per annum from the date of

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payment till repayment by the respondents and compensation at the rate of 9% on the amount of Rs.28,44,827/- towards mental agony and inconvenience and cost of Rs.25,000/- towards litigation expenses.

As discussed and found above, both the complainants are entitled for the reliefs as detailed above. Thus, the point is answered accordingly.

In the result, the respondents are directed as follows:

- (1) The respondents, either jointly or severally, shall pay the complainants the amount at the interest rate, compensation and cost as per the findings in the answer for Point No.(ii), Para 8 of this order within 30 days from the date of issue of this order.
- (2) The charge of the aforesaid amount shall be on the flat booked by the complainants till the repayment.
- (3) The complainants shall execute the cancellation of agreement and sale deed, as the case may be, on satisfaction of their claims at the cost of the respondents.

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Sd/-03.10.2019
G. SARAVANAN
ADJUDICATING OFFICER
TNRERA, CHENNAI

N. Anand
31/10/19
ADMINISTRATIVE OFFICER
TN REAL ESTATE REGULATORY AUTHORITY

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