

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

**Quorum : Hon'ble Mr. G. Saravanan, M.A.,B.L., Adjudicating Officer,  
CCP No. 08 of 2021**

T.D. Dinesh Mohamed ..... COMPLAINANT  
Vs.  
M/s. Real Value Promoters Private Limited  
Rep. by its Chairman, V.S.Suresh ..... RESPONDENT

Complainant : Party-in-person.  
Respondent : Remained absent.

Heard on : 26.10.2021  
Delivered on: 26.11.2021

**ORDER**

The complaint by the above complainant seeking compensation from the respondent for the delay in handing over the constructed apartment, faulty construction and not providing the committed amenities is filed under section 71 read with 31 of the Real Estate (Regulation and Development) Act 2016, (hereinafter referred as RERA Act).

**2. Averments of the complainant, in brief, as follows:**

(a) The complainant booked a flat with the respondent in their project, namely, "NEEL KAMAL" at Kazhipattur Village, Chengalpet Taluk, Kancheepuram District. On 24.02.2011, the complainant and the respondent entered into an agreement for project promotion and construction. The respondent undertook to complete construction and handover the constructed flat within 36 months from the date of obtaining necessary approval from the competent authorities. On 02.08.2018, sale deed for the UDS land was executed in favour of the complainant by the respondent.

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(b) There was no further communication from the respondent. The construction of flats in the project was not completed. Therefore, the complainant approached TNRERA in C.No.245 of 2019 for completion and handing over of the apartment with amenities and compensation from the respondent. By order dated 06.11.2019, the TNRERA directed the respondent to complete construction with all committed amenities by November 2019 and to handover the booked apartment to the complainant before 31.12.2019, on receipt of the balance amount due from the complainant. Only a balance amount of Rs.18,803/- is due. As on date the respondent has not completed the project with the committed amenities. Hence, the complainant is entitled for all the reliefs of compensation.

3. On receipt of notice, the respondent remained absent.

4. On the side of the complainant, proof affidavit was filed and documents were marked.

5. On the basis of the contentions of the complainant, the following points arise for determination:-

i. Whether the complainant is entitled for compensation for the delay, faulty construction and for amenities not provided as per the terms of the agreement for project promotion and construction?

ii. What are the reliefs, the complainant is entitled to?

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

(a) The complainant examined himself as CW-1 and filed his proof affidavit and also produced Ex-A1 to Ex-A8 documents to prove his claim. Ex-A1 is the order of the TNRERA dated 06.11.2019, in which TNRERA has directed the

respondent to complete construction with all committed amenities by November 2019 and to handover the booked apartment to the complainant before 31.12.2019. Ex.A2 is the agreement for project promotion and construction dated 24.02.2011, in which the respondent undertook to complete construction within 36 months from the date of obtaining necessary approval from the competent authorities. Ex-A3 is the sale deed dated 02.08.2018 executed by the respondent in favor of the complainant with regard to the UDS land. Ex-A4 is the series payment receipts. Ex-A5 is the brochure of the project. Ex-A7 is the letter of the respondent. Ex-A8 is the series of photographs of the project construction.

(b) Ex-A8, series of photographs proves the case of the complainant that the committed amenities were not provided by the respondent. Ex-A4, receipts reveals that the complainant has paid in total a sum of Rs.26,74,914/- which includes payment of amount towards registration of documents to the Sub-Registrar concerned. As per Ex.A2, agreement the respondent undertook to hand over the constructed flat within 36 months. The evidence of the complainant is that as on date, the respondent has not completed construction. By his evidence and documents, the complainant proved his claim against the respondent.

(c) In the above circumstances, it is held that the complainant is entitled for compensation for the delay, faulty construction and for not providing the committed amenities. Thus, the point is answered accordingly.

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

(a) By Ex.A4, payment receipts, it is proved that the complainant has in total paid Rs.26,74,914/- which includes the demand draft for a sum of

Rs.73,050/- in favor of the Sub-Registrar concerned for registration purposes. Deducting the said amount of Rs.73,050/-, the complainant has paid to the respondent towards sale consideration a sum of Rs.26,01,864/-. Towards delay compensation, the complainant is entitled interest on the amount paid to the respondent towards sale consideration i.e. Rs.26,01,864/- from respective payments till the date of handing over delivery of the apartment.

(b) As per Rule 18 of the TNRERA Rules, the rate of interest payable by the promoter to the allottees is to be State Bank of India's highest marginal cost of lending rate plus 2% per annum. The present rate of highest marginal cost of lending rate of interest of SBI is 8.15% p.a. at the time of filing the complaint, plus 2% per annum i.e., 10.15% per annum for the amounts paid from the dates of respective payments till repayment by the respondent.

(c) Apart from the above, the complainant is entitled for payment of Rs.1,82,250/- towards the committed amenities not provided by the respondent. Towards compensation for mental agony, a sum of Rs.1,00,000/- and towards legal expenses, a sum Rs.25,000/- are fixed. The complainant is entitled for the relief as detailed above. Thus, the point is answered accordingly.

**In the result, the respondent is directed as follows:-**

The respondent shall refund the amount with interest and cost as per the findings in the answer for Point No.(ii), Para 7 of this order within 30 days from the date of issue of this order.

Sd/- 26.11.2021  
G. SARAVANAN  
ADJUDICATING OFFICER

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**LIST OF WITNESSES**

CW-1 --- T.D. Dinesh Mohamed

**LIST OF DOCUMENTS FILED BY THE COMPLAINANT**

<b>Ex.Nos</b>	<b>Date</b>	<b>Document</b>
Ex.A1	06.11.2019	Final order in C No.249/2019
Ex.A2	24.02.2011	Agreement for project promotion and construction
Ex.A3	02.08.2018	Sale deed
Ex.A4	-----	Payment receipts (series)
Ex.A5	...	Brochure
Ex.A6	11.05.2013	Letter from respondent
Ex.A7	03.05.2013	Letter from respondent
Ex.A8		Photographs

Sd/- 26.11.2021  
G. SARAVANAN  
ADJUDICATING OFFICER  
TNRERA, CHENNAI

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26.11.2021  
LAW OFFICER  
TN REAL ESTATE REGULATORY AUTHORITY